

# UNIVERSAL TYRE CO (DEPTFORD) LTD

## EMPLOYEE HANDBOOK

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## **A. GENERAL INFORMATION**

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## **1. INTRODUCTION**

### **Welcome to Universal Tyre & Auto-Centres!**

Universal Tyre Co (Deptford) Limited has been distributing tyres since our establishment in 1923. In association with Watling Tyres, we are the largest tyre distributor in the South East. We supply, fit and service car, taxi, van, 4x4, truck, bus and coach, agricultural, earthmover and motorcycle tyres for both private motorists and fleets.

Today tyres are only part of our complete service to the modern motorist which now includes mechanical servicing, MOT's, brakes and exhausts.

### **About this Employee Handbook**

We set out in this handbook the policies and procedures by which we have attained our present status and with which we will seek to pursue our commitment to maximise and develop the potential of all our staff whilst maintaining lasting mutually beneficial working relationships.

Unless they state otherwise, the provisions of this Employee Handbook are non-contractual, and can be amended or withdrawn at any time. If there is any conflict between any provision in this handbook and in your contract of employment, then the latter will prevail.

We sincerely hope that you will enjoy a long and fruitful career with us. Please read this handbook carefully and address any queries that you might have to the Employee Relations Consultant.

## **2. EQUAL OPPORTUNITIES POLICY & PROCEDURE**

We are fully committed to working towards equality of opportunity in all our employment practices, including recruitment and selection, pay and benefits, promotion, training and development, etc.

The objectives of this Policy are:

- to ensure that no job applicant or employee receives unfair consideration or treatment on the grounds of sex, race, colour, nationality, religion or belief, ethnic or national origin, marital or civil partner status, sexual orientation, political opinion/affiliation, age or disability.
- to assess all job applicants and employees only on the basis of their skills, commitment, previous achievements and compatibility with the organisation, and not on the basis of irrelevant considerations.
- to communicate the policy to all employees and to outside organisations involved in the recruitment, selection, training and development of those who work for and with us.
- to promote equality of opportunity at work by building them into training programmes and the way we work.

Each and every employee has a duty to comply with this policy at all times. A breach is likely to be regarded as misconduct. Where that breach is particularly serious, it is likely to be regarded as gross misconduct. These are disciplinary matters, and the resultant disciplinary action taken may include summary dismissal.

Any employee who believes that he or she has been discriminated against on any of the grounds mentioned above should raise the matter by invoking this policy at the earliest opportunity. That procedure may be modified in the case of alleged discrimination or harassment, as appropriate. This is done by raising the matter in writing to either your Reporting Manager or to the Employee Relations Consultant.

Overall responsibility for the implementation and monitoring of this Equal Opportunities Policy lays with the Board who may delegate the day to day issues involved to relevant managers and the Employee Relations Consultant.

### **3. NON HARASSMENT POLICY**

Harassment in the workplace in any form is unacceptable, potentially unlawful, and even capable of amounting to a criminal offence.

It must be appreciated that what might be acceptable to one person might be upsetting and/or intimidating to another person. Harassment is unacceptable language or behaviour which causes the recipient of such actions to be embarrassed, offended, or threatened. Harassment can take many forms and can range from relatively mild banter to actual physical violence.

The following outlines examples of the type of behaviour which the Company would consider to be harassment -

- unfair, unreasonable or insensitive jokes and pranks.
- unfair, unreasonable or insensitive comments about appearance or character.
- display of offensive material - written or pictorial.
- intentional exclusion from conversation or activities.
- unwelcome familiarity, attention or body contact.
- abusive, insulting, or threatening language.
- demands or threats to intimidate or obtain favours.
- threatened or actual violence.

The above is not an exhaustive list.

The Company understands the sensitive nature of complaints of harassment. However, it needs a reasonable opportunity to try to address the matter, and take reasonable corrective action.

Each and every employee has a duty to comply with this policy at all times. A breach is likely to be regarded as misconduct. Where that breach is particularly serious, it is likely to be regarded as gross misconduct. These are disciplinary matters, and the resulting disciplinary action taken may include summary dismissal.

Any employee who believes that he or she has been harassed at work (or on a work-related occasion) should raise the matter by invoking this policy at the earliest opportunity. This is done by raising the matter in writing to either your Reporting Manager or to the Employee Relations Consultant.

Overall responsibility for the implementation and monitoring of this Harassment Policy lays with the Board who may delegate the day to day issues involved to relevant line managers and the Employee-Relations Consultant.

## **4. COMMENCING WORK**

### **PERSONAL INFORMATION**

Any offer of employment made to you is based upon information given to us on your application form and during your interview(s). If it transpires that any of this information is false or misleading, then the Company reserves the right to withdraw any offer of employment made to you. As time goes by, some of your personal details may change. It is essential that you inform the Salary Department of any changes to your address, telephone number, marital or civil partner status etc. If you fail to promptly update us, this may lead to you, your family and the Company being seriously inconvenienced, especially in an emergency.

### **CONFIRMATION OF EMPLOYMENT**

You will have been interviewed and have received an offer of employment providing some basic details of your job, pay and hours etc. We cannot incorporate all employment conditions in that offer. However, we shall issue you with a written contract of employment within the first four weeks of your employment. These documents set out all or most of the terms conditions and other provisions applicable to your employment with the Company.

### **PERSONAL FILE**

As an employee, you will have a personal file created which will contain documents including any application form, offer of employment, and a copy of your written contract of employment. During the course of your employment, other documents which are specific to you may be added to that file.

Personal data will be retained by the Company and/or by its third party representatives in a manual or computerised form, and will be processed by the Company and/or its representatives in a fair and lawful manner.

By signing and returning the Return Slip attached to this Handbook, you consent to the Company obtaining, retaining and processing personal data relating to you for the above purposes, and to enable us to comply with our policies in relation to equal opportunity and the investigation of complaints of harassment and other grievances. We do not seek to obtain, retain, and/or process any personal data relating to an employee's private life which is not work-related.

The Company will comply with its obligations in respect of any such information. A list of the type of information the Company may hold concerning you, together with the reasons for doing so and the purposes for which the information may be used and/or the persons to whom it may be disclosed, is available for inspection by application to the Employee Relations Consultant. You are entitled to examine (and if appropriate, amend) the information held by the company concerning you, and you are entitled to receive a copy of your personal file in accordance with the Data Protection Act 1988. Further details can be obtained from the Employee Relations Consultant.

Personal data is stored by the Company securely.

## **PERSONAL DETAILS**

Please keep us informed of any changes in your personal circumstances e.g. new address, telephone number and next of kin for the reasons mentioned under Personal Information above. It is important that we keep such information up to date in order to make contact with you whenever appropriate. This may include contacting you out of normal working hours.

## **JOB DESCRIPTION**

It is our intention to issue new employees with a Job Description for the position they are holding at the outset of their employment. These will also be issued as soon as possible to existing employees. The purpose of a Job Description is to clearly set down the main tasks and responsibilities within your job, so that you may understand what is required from you.

To reflect the changing needs of the business, we may make amendments from time to time to your Job Description. You will be consulted about such changes whenever reasonably practicable.

## **PROBATIONARY EMPLOYMENT**

The first three months of your employment with us will be regarded as a probationary period. During this period we shall review with you your on-going performance and suitability. Naturally we would hope to then be able to record your position as permanent, but it may be necessary to extend the probationary period with your knowledge where we consider this to be appropriate. If you take leave during your probationary period, we will usually add the time taken to the probationary period.

## **5. DURING YOUR EMPLOYMENT**

### **GENERAL ATTENDANCE (LATENESS/ABSENCE)**

You must comply with any time recording procedures relating to your job. No employee may falsify his/her own time recording or that of another employee, or permit his/her own time recording to be falsified. Breach of these rules will be regarded as gross misconduct rendering the employee(s) concerned liable to disciplinary action including summary dismissal. The term "falsify" in this provision includes the amendment of any record or entry, and the making any record or entry which is known at the time to be incorrect or incomplete.

Lateness and absence will be recorded and if you arrive for work more than ten minutes late, you must tell your Reporting Manager. Unacceptable levels of timekeeping and attendance will render you liable to disciplinary action. Should you wish to leave the premises during working hours, you must obtain prior permission from your Reporting Manager and complete the Working Time Log at the time. Time lost due to lateness must be made up or the appropriate payments will be deducted from salary, and by signing the Return Slip, you consent to all such lawful deductions being made.

### **DRESS CODE**

During the course of your employment, you are likely to come into contact with clients and/or members of the public and your appearance and dress code is therefore important so that we always portray a professional image. We therefore require all employees to wear neat, clean and tidy clothing, appropriate to their job responsibilities in order to maintain a professional image at all times. Any uniform and protective clothing required for your job must be worn at all times whilst carrying out your duties.

If you wish to wear any items of jewellery or clothing of a political or religious nature, you must discuss this beforehand with your Reporting Manager. We will try to strike a balance between your wishes and the need to avoid causing reasonable offence to others at work in accordance with our Equal Opportunities Policy.

### **GENERAL CONDUCT AT WORK**

At all times during your employment the needs of the business are paramount and you should ensure that all your efforts and energies are focused on achieving this objective.

You may not during your employment or after its termination (irrespective of the reason) disclose confidential information relating to our business to any person, or organisation, without our prior written consent.

You must comply with any reasonable instruction or request given to you by an authorised person.

You must not enter into any other form of work or activity whilst in our employment, which could be construed as being in direct competition with us, or presents a potential or actual conflict of interest in relation to our business.

## **CONDUCT OUTSIDE WORKING HOURS**

Whilst we have no intention or wish to intrude upon your activities or interests outside work, we would expect that none of our employees would be engaged in any activity outside working hours which, in our view, potentially or actually affects your suitability or ability to continue in your role within our business. Please discuss this matter with your Reporting Manager if you have any concerns in this regard.

## **INDUCTION TRAINING**

On commencing employment with the Company, you will be taken on a tour of the premises to familiarise you with the layout and facilities, you will also be introduced to your work and colleagues.

You will be trained as appropriate in all aspects of your job in order for you to comply with the Company's methods/practices and to ensure that you are able to function safely and to achieve the required standards.

## **DEVELOPMENT TRAINING**

The Company encourages its employees to undertake such training as it feels appropriate to the duties/responsibilities or development of its employees.

All internal training events i.e. organised by the Company, will be discussed and agreed with each employee prior to the event.

Should the Company require an employee to attend external training; this too will be discussed and agreed in advance. All agreed costs incurred in such training will be met by the Company.

Should an employee request support with attending external training of a category/level not identified during the career appraisal process, such requests will be considered and decided on the merits of mutual benefit in relation to the employee's role and development within the Company.

In order to protect the Company's investment in training, employees may be required to sign and comply with a "Reimbursement of Training Fees Agreement".

## **PERFORMANCE REVIEW**

It is going to be our practice to monitor performance on an on-going basis to ensure that issues can be identified at a very early stage and rectified either by retraining or by informal counseling wherever reasonably practicable. In this way we feel we can create a positive approach to problem solving and improve efficiency.

However if there is deemed to be an unacceptable volume or quality of work produced in relation to agreed targets, or by general comparison with other employees, this will be the subject of further consideration. Whilst the Disciplinary Procedure may be invoked, we will also consider whether training or other forms of assistance might be more appropriate.

The Company proposes to carry out annual performance reviews whenever reasonably practicable, and reserve the right to change the timing of the annual performance reviews at any time and without notice.

Also, annual performance and evaluation reviews will outline the competencies an employee needs in order to perform his or her job functions successfully.

### **JOB FLEXIBILITY**

All employees are expected to display a high standard of teamwork. You should co-operate in undertaking work of absent colleagues or in assisting in other departments where the workload is particularly high. Accordingly, you may from time to time be required to undertake such other duties and/or hours of work as may reasonably be required to ensure the Company's business needs are met. This will ensure the most efficient use of available resources to meet the Company's business needs.

### **MOBILITY**

From time to time we may ask you to move either temporarily or permanently to any other site on which we operate.

Such a request would only be made to meet our operational needs. We undertake to consult fully with you before any move takes place, and to take into account any personal factors which would impact on you. Finally we undertake that any move would only be to a site within reasonable daily traveling distance of your home.

## **B. EMPLOYEE BENEFITS**

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# **1. WAGES/SALARIES AND OTHER BENEFITS**

## **WAGES/SALARIES**

Your contract of employment will indicate your rate of pay (including whether or not you are entitled to overtime pay for additional hours) and the frequency and method of payment. You will be issued with a pay statement indicating how your gross pay has been calculated and the deductions that have been made i.e. P.A.Y.E. and National Insurance.

If you encounter any problems with your pay, e.g. incorrect payment, under-payment, overpayment, incorrect deductions etc, then all such problems should in the first instance be promptly raised with the Payroll Department. Please note that in the event of an overpayment the excess payment will normally be deducted in full from your next payment. By signing and returning the Return Slip, you consent to any and all deductions from your salary and/or other remuneration provided that these comply with the law in force at the time. You will be given as much warning of any such deduction as is reasonably practicable, and any individual hardship will be taken into account and may result in agreement for repayment over a longer period.

There will be an annual review of all salaries each year which will often (but not always) take place in April. This is not intended to confer any right to a salary increase. There is no such right unless it is expressly provided for in writing in the case of any employee(s) concerned.

## **HOURS OF WORK**

These are set out in your contract of employment.

Where provided by law, you will also have the opportunity to opt-out of the restriction of an average 48 hour working week by signing an individual agreement.

## **ADDITIONAL HOURS**

You may occasionally be asked to work additional hours over and above your normal weekly hours as required by the needs of the business, and you are expected to comply with all reasonable requests. As much notice as is reasonably practicable will be given on such occasions. These additional hours are unpaid unless they have been approved beforehand in writing.

## **OVERTIME**

Some employees may be eligible for overtime pay. If you are unsure whether this is applicable in your position, please speak with your Reporting Manager.

## **REST PERIODS**

Unless otherwise provided, all employees are permitted to take one fifteen minute break in the morning and in the afternoon. Also, they may take a minimum of thirty minutes for lunch.

Breaks for smokers which were permitted in addition to the above have been withdrawn so that all employees are now treated equally in this respect.

## **SMOKING**

In accordance with all relevant legal requirements, smoking is prohibited throughout the workplace, including all areas both inside and outside the building and in company-owned vehicles. The only exception is in areas which have been expressly designated for smoking.

This provision applies to employees, customers and visitors.

## **TAX YEAR DETAILS**

The tax year changes over in the first week of April each year, and following the end of the Tax Year we will issue Form P60 which indicates the total pay you have received over the previous tax year and the relevant deductions that have been made for National Insurance and Income Tax. Form P60 is issued as a legal requirement and we are unable to provide duplicate copies. Please ensure that you retain this document in a safe place.

## **P11D**

As appropriate to your individual contractual circumstances, the Company may have to complete a form P11D to declare benefits which you have received in the course of your employment. Form P11D is issued as a legal requirement for us and we are unable to provide duplicate copies. Please ensure that you retain this document in a safe place.

## **PENSION SCHEME (COMPANY PROVISION)**

For current employees you will retain your existing Pension arrangements.

We operate a Stakeholders Pension Scheme which employees may join after three months' continuous employment. The Company will make employer contributions from the 6<sup>th</sup> April immediately following five years' continuous employment. Please contact the Payroll Department for further details.

In its sole discretion, the Company reserves the right to amend, replace and/or withdraw any pension scheme at any time. Employees will be given as much notice of this as is reasonably practicable.

## **BUSINESS EXPENSES**

We will reimburse you for authorised and legitimate expenditure reasonably incurred by you during the proper performance of your duties, i.e. travel, accommodation and other agreed out-of-pocket expenses provided that you complete and return an expense claim form together with valid and supporting receipts to the FD.

## **2. ANNUAL, BANK AND PUBLIC HOLIDAYS**

### **HOLIDAY ENTITLEMENT**

Your contract of employment specifies your annual holiday entitlement in addition to bank/public holidays. Any changes will be advised to you in writing or issued by general notice to all affected employees. Part-time employees will receive a pro-rata entitlement to full-time employees.

### **CALCULATION OF ENTITLEMENT**

A "working week" may vary from employee to employee and is shown in your contract of employment.

You accrue holidays concurrently during the year. Your entitlement for part years of service (i.e. joiners/leavers) is calculated as 1/12th of the annual entitlement for each complete month of service during the current holiday year.

### **CARRYING FORWARD ANNUAL LEAVE**

Holiday entitlement must be used during the calendar year in which it is accrued, except for up to three days which an employee may elect to carry into the following calendar year. Any accrued but unused holiday entitlement in excess of three days will be forfeited on September 30<sup>th</sup>, except for new employees who commenced employment after that date in the year concerned, who will be allowed to carry forward any holiday entitlement accrued but untaken during the calendar year in which they started into the following holiday year.

### **PAYMENT IN LIEU**

It is our usual policy not to make payments in lieu of untaken holidays.

### **HOLIDAY YEAR**

Our holiday year begins on the 1<sup>st</sup> October and ends on the 30<sup>th</sup> September each year.

### **HOLIDAY PAY**

Holiday pay is calculated using normal contractual weekly hours as specified in your contract of employment.

Otherwise, for any employee who does not work a basic week of fixed or regular hours and/or days of work, calculation of a "week's holiday pay" is based on an average of earnings during the twelve weeks actually worked in the period leading up to the start date of your holiday.

In general terms, we seek to be as accommodating as possible in granting time off for annual holidays. However, all holiday requests will be considered on a "first come, first served" basis and we reserve the right to vary times requested in accordance with the needs of the business and to ensure adequate staffing levels are maintained. Once confirmed, holiday dates will not normally be subject to change.

All holiday requests are to be presented using the Holiday Request Form and submitted to your Reporting Manager. Holidays must not be booked without receiving prior authorisation from your Reporting Manager. If you take holidays without prior authorisation you will be subject to disciplinary action which, in serious cases, may include summary dismissal.

**N.B. Should you disregard this rule and we are subsequently unable to grant your "request", we will not be liable for any financial loss or other damage which you might incur, e.g. forfeiture of deposits or reservation penalties.**

In order to plan our holiday rota as effectively as possible, we require you to give at least four weeks' notice of your wish to take holidays of a week or more and one week's notice of single days holidays.

You will not normally be permitted to take annual holidays in excess of three consecutive working weeks. As a general guide not more than 25% of any Department should be away at the same time.

Any requests for a holiday exceeding three weeks' duration must be approved beforehand by your Reporting Manager or an officer of the company before they are booked and/or taken. This will be at management discretion. Holidays may not be taken in less than half day units.

In the event of a shortage of work situation arising, as an initial solution we may require you to take some, or all, of your unused accrued holiday entitlement, which has not previously been confirmed as agreed and booked.

### **LEAVING DURING THE HOLIDAY YEAR**

If your employment terminates, any holidays accrued but not taken may not be used before you leave unless agreed upon by your supervisor. Any unused holiday balance will be paid in lieu as part of your final termination pay.

If your employment terminates (irrespective of the reason) and you have taken holidays exceeding the days accrued and due to you at the effective date of termination of employment, we reserve the right to recover a sum equal to the amount of excess holidays taken by making a deduction from your final pay. By signing and returning the Return Slip, you consent to any such deduction. You will be notified of such in writing.

### **PUBLIC/BANK HOLIDAYS**

The Public/Bank Holidays or substitute days which we consider to be part of the annual holiday entitlement are:

New Years Day	Last Monday in May
Good Friday	Last Monday in August
Easter Monday	Christmas Day
First Monday in May	Boxing Day

### **3. SICKNESS/INJURY ABSENCE PAYMENTS AND CONDITIONS**

#### **STATUTORY SICK PAY**

We are responsible for the payment of Statutory Sick Pay (SSP) to all eligible employees during authorised absence due to sickness/injury. There are specific qualifying regulations for the payment of SSP (laid down by Government regulation). Provided you qualify we will pay you SSP when you are absent through sickness/injury for 4 or more consecutive days. Such payment will be made through your normal pay procedure and will be subject to the normal statutory deductions (N.I. and Income Tax).

SSP is only payable on 'qualifying days' which are days you would normally be at work. However, the first 3 qualifying days of sickness/injury absence do not attract SSP and these are called 'waiting days'. Where there are linked periods of sickness/injury absence of 4 days or more (i.e. more than one such period of absence within a 56 day period) then only one period of waiting days is served. Providing you comply with the Company's rules regarding absences through sickness you will receive any Statutory Sick Pay to which you may be entitled. Any other payment will be at the sole discretion of the Company, unless otherwise stated in your contract of employment.

The payment of salary during the waiting days is at the Company's discretion. We reserve the right not to make any payment in respect of absences (whether in respect of illness or otherwise) where the employee concerned has not complied with our absence reporting and/or medical certification procedures, and/or has not fully co-operated with any request(s) by the Company for further information and/or documentation.

#### **NOTIFICATION OF ABSENCE**

You must notify your Reporting Manager by telephone, at the earliest opportunity on the first day of your sickness absence. Normally this should be done before your starting time on that day but, if this is not possible, then you must contact us at the latest by 10:00am or within 3 hours of the start of your work on that date whichever is the soonest. If these timescales are not complied with, an explanation will be required.

Notification should be made personally, or when you are not able to, by a relative, friend or neighbour.

It is essential that you comply with the above so that we can make arrangements to cover your duties and responsibilities thus minimising the disruption to our business and maintaining a reasonable workload for your colleagues.

You will be required to provide the following information when you notify us of your absence:-

- the reason for your absence.
- how long you expect to be absent from work.

You must notify your Reporting Manager, by telephone at the latest by midday on the day before the day on which you intend to return to work. This is to allow us to stand down any temporary arrangements made to cover your absence and to plan for you to resume your duties and responsibilities.

**N.B. Failure to observe and comply with these procedures may result in your absence being considered to be unauthorised and payments being withheld and the appropriate disciplinary action taken.**

### **SELF CERTIFICATION**

Unless you have submitted a Self Certification form during your initial absence you will be required to complete the Self Certification Form on your return to work.

You may only self-certify for up to seven consecutive days (including Saturdays and Sundays).

### **DOCTORS CERTIFICATE**

If you are absent from work for longer than seven days you must forward a Doctors Medical Certificate to us. After the submission of this first certificate you are required to keep us notified of your continued sickness at appropriate intervals and to keep us supplied with consecutive medical certificates to justify your absence. We reserve the right in certain circumstances to require a Doctors Certificate from you for periods of absence less than seven days.

### **ACCESS TO MEDICAL RECORDS**

We reserve the right, where it is deemed appropriate, to access a written medical report supplied by your doctor/specialist, which provides details of your current state of health and your fitness to continue to undertake your duties and responsibilities. Your written consent will be sought on each occasion.

You may decline to consent for this purpose, following which employment decisions will be made by the Company on the best available facts known to us at the time.

### **INDEPENDENT MEDICAL EXAMINATION**

Where it is considered necessary we reserve the right to ask you to undergo an independent medical examination at the Company's expense, and you are expected to comply with all reasonable requests.

### **RECOVERY OF SICK PAY**

In the event of absence through an injury caused as a result of a negligent third party and you are able to claim damages from that third party for loss of earnings, then you must promptly inform us in order that any Company Sick Pay made to you, can be recovered.

### **SUBMITTING MEDICAL CERTIFICATE(S)**

Within this section we have referred to the need to supply either Self Certification Forms or Doctors' Certificates to justify your absence from work through sickness. We will monitor repeated or continued absence (whether certificated or not), and seek to balance the needs of both the employee(s) concerned and the business.

### **ALTERNATIVE/LIGHT DUTIES**

If you are certified unfit to perform your normal duties, through sickness/injury, the Company reserves the right to require you to attend work and undertake any reasonable alternative/light duties, or work shorter hours, for the period of your incapacity. In all cases due regard will be given to the nature of your sickness/injury and your circumstances.

### **INFECTIOUS/CONTAGIOUS ILLNESS**

If you are suffering from such a condition you must not report for work without your doctor's clearance. If in any doubt please notify us and consult your doctor.

We reserve the right to not permit you to return to work without a doctor's certificate advising that you may do so without risk to you and/or others.

## **4. MATERNITY/PATERNITY/ADOPTION ENTITLEMENT**

In order that the Company may assist concerning individual entitlements with regard to Statutory Maternity/Paternity/Adoption Leave and Pay, and details of other rights, please notify your Reporting Manager as soon as possible after being informed of the pregnancy/adoption, along with the anticipated date of the birth or adoption. Entitlements will be calculated in accordance with the relevant legal provisions in force at the time.

## **5. PARENTAL AND DEPENDANT INCIDENT LEAVE**

Employees who qualify for unpaid time off within the provisions of the above legislation should make their applications for time off to their Reporting Manager.

## **6. OTHER TIME OFF**

We recognise that there will be occasions when employees will request time off for medical, dental appointments etc, or indeed for domestic reasons. Such requests will only be granted at the discretion of your Reporting Manager and in the interests of business efficiency, such requests should be kept to a minimum. Where possible, such appointments should be arranged outside of normal working hours or at the very least for the very beginning or very end of the working day to minimise disruption.

Should you find you need to leave work during the working day, you must first obtain the permission of your Reporting Manager and agree that time must be made up.

## **7. BEREAVEMENT LEAVE**

Bereavement Leave is given at the Company's discretion. Please discuss the matter with your Reporting Manager.

Bereavement pay will be calculated based on the employee's regular pay rate and the times that he/she would otherwise have worked on that day.

## **8. LEAVE OF ABSENCE FOR PUBLIC SERVICE**

Employees who undertake any commitments in public service may be granted reasonable leave of absence to perform such duties. However, payment will depend on circumstances and must be approved in advance by your Reporting Manager.

## **C. RULES AND REGULATIONS**

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# **1. GENERAL RULES AND REGULATIONS**

## **PERSONAL PROPERTY**

Please avoid bringing valuable personal items to work and do not leave any valuables either unattended or overnight. We cannot accept liability for the loss of, or damage to such personal property brought onto our premises.

## **LOST PROPERTY**

Any employee who has lost items of property at work should immediately advise their Reporting Manager. Similarly, any unidentified article should be handed to their Reporting Manager whilst attempts are made to discover ownership.

## **PRIVATE MAIL**

All mail received will be opened and that will include private mail addressed to individual employees. There should be no expectation of privacy in this regard. Please do not post your private mail at our expense.

## **PARKING**

Bicycles and private vehicles parked on or around our premises are done so at the owner's sole risk and we accept no liability for any loss or damage caused to such vehicles. All cycles and motor vehicles belonging to employees may be parked in the spaces or racks provided on the Company's premises.

## **HOUSEKEEPING**

Please keep your individual work area clean and tidy at all times. We encourage a clear desk policy.

## **CANTEEN/VENDING/REST ROOM FACILITIES**

Where such facilities are provided on our premises you should ensure that such areas are kept clean and tidy at all times. The consumption of food and drink is not allowed in any work area.

## **TELEPHONE POLICY**

### **1 Mobile Phones**

- 1.1 The provisions of this policy apply where the Company has agreed to provide you with a mobile phone for the better performance of your duties.
- 1.2 You must take good care of the mobile phone and ensure that it is kept safe and in a serviceable condition. If it is not functioning properly you must inform your Reporting Manager as soon as is reasonably practicable. If the mobile phone is lost or stolen you should report it immediately to your Reporting Manager and to the local Police so a crime number can be obtained and appropriate action taken.

- 1.3 Whilst the Company permits essential personal telephone calls, excessive use of any mobile or other phone for personal calls is prohibited.
- 1.4 Use of the mobile phone whilst driving is expressly prohibited unless you are using a hands-free kit.
- 1.5 A breach of paragraph 1.3 or 1.4 above will constitute a disciplinary offence and will be dealt with under the Company's Disciplinary Procedure.

## **2. Identifying personal calls**

- 2.1 The Company operates the mobile phone on a monthly contract basis.
- 2.2 The Company will receive a monthly itemised list of calls from the service provider from which you must identify your personal telephone calls if the invoice is deemed excessive by your Reporting Manager. If the cost of your personal calls is excessive (more than £5.00), the cost of these calls will be deducted from your salary/wages, in accordance with your contract of employment.

## **COLLECTIONS/FUNDRAISING**

Prior permission must be sought from your Reporting Manager before any collections or fundraising activities are undertaken on our premises.

## **GAMBLING/BETTING**

All unauthorised forms of gambling/betting are strictly forbidden on the Company's premises whether during or outside of working hours.

## **GIFTS AND HOSPITALITY**

Employees in the course of providing services to clients, or in their dealings with suppliers, on the Company's behalf, should under no circumstances accept money, gifts, or other forms of reward without first obtaining the express approval of your Reporting Manager.

## **2. SECURITY/CONFIDENTIALITY**

### **“WHISTLE-BLOWER” PROTECTION**

All employees are expected to maintain the highest standards of integrity and good faith. If you feel that serious misbehaviour is occurring you have a responsibility to help us to stop it.

Serious misbehaviour includes the following:

- a criminal offence
- the breach of a legal obligation
- a miscarriage of justice
- danger to the health and safety of any individual
- damage to the environment
- that information of the type set out above has been or is likely to be deliberately concealed.

If you become aware of any information of this nature which causes you concern, you should raise the matter informally with the Employee Relations Consultant and discuss with him the next steps which should be taken. We will ensure that any disclosure made is kept as confidential as possible; however, you should be aware that it may be necessary to divulge such information during the course of any investigation. If an investigation into the allegations is thought necessary, you will be informed that the allegations will be put to the person accused of wrongdoing.

You will be informed of the progress and outcome of any investigation into the allegations.

If you are unhappy with the way in which your disclosure is received or dealt with, you should immediately raise that concern with the Managing Director. We are committed to ensuring that no employee is subjected to any detriment, or victimised, by reason of having made a disclosure in good faith, and will do everything within our power to investigate the matter fully and take the appropriate action against any wrongdoer. You should also be aware that provided certain conditions are met, you are protected by the law against suffering any detriment -for example dismissal - by reason of having made the disclosure.

However, if you make a disclosure which you do not believe to be true, or which is made maliciously or with some ulterior motive (such as a grudge against a fellow employee), this may be treated as a disciplinary matter and dealt with under the Disciplinary Procedure.

### **INVENTIONS/DISCOVERIES/COPYRIGHT/INTELLECTUAL PROPERTY**

The copyright and any other intellectual property rights relating to any invention or discovery made by you during the course of your employment with the Company shall vest completely in us, and shall belong to us free from all claims (wherever made). To the extent that any such rights vest in you in law, then you hereby assign these to us upon signing and returning the Return Slip to the Company.

## **COMMUNICATIONS OR STATEMENTS TO THE MEDIA**

Only a Director of the Company is authorised to make any communication or statement to the media in matters relating to the business.

## **OTHER EMPLOYMENT**

You must promptly notify us of all other employment which you undertake. We will not allow any other employment which we deem to be either in direct competition or presents a conflict of interest with ourselves or our operation, but we will not object to any other employment provided it does not interfere with your ability to satisfactorily fulfill the job we employ you to do.

This information is also required in order that there is no infringement of the Working Time Regulations.

## **COMPUTER RULES FOR COMPUTER USERS**

It is vital that the following procedures are adhered to. It will be a disciplinary offence not to comply with these instructions and, in a serious case, this could include summary dismissal.

### **Use of Software**

No software is to be loaded onto any PC without approval by a Director. Software for which we only purchased one licence must be used only on the machine it was purchased for, and not loaded onto extra machines. Software from magazines, games etc must not be loaded onto your computer.

If there is any software already on your machine for which you are unsure whether we have a licence, please give the details to the Company Secretary. Machines will be checked at regular intervals to ensure all software is legal.

### **Viruses**

You may not upload data, files, programmes etc from outside sources onto your PC without your Reporting Manager's permission.

In instances when we need to use external data, all discs containing such data must be virus checked before being loaded onto your computer. This can be done using the virus checker software on your PC.

In addition, discs and tapes that have been used on computers other than those owned by the Company should also be virus checked. If you are uncertain how to carry out this procedure, please discuss it first with your Reporting Manager.

### **Other Miscellaneous Rules regarding Internet & Email at Work**

- Passwords for access to the system are confidential and must not be revealed to other employees.
- Playing games on the system, or individual computers is forbidden except in authorised breaks.
- Upon the discovery of computer virus and/or corrupted information, your Reporting Manager must be advised immediately.
- Access to Internet is restricted to work use. Private use is forbidden except in authorised breaks.
- The sending of e-mails is restricted to business use only.
- The creation, generation, and distribution of material that is offensive on the grounds of sex, race, colour, nationality, religion or belief, ethnic or national origin, marital or civil partner status, sexual orientation, political opinion/affiliation, age or disability is forbidden.
- It is forbidden to use the computer system to generate and/or distribute material which is offensive to or ridicules other employees.
- The storage of any kind of offensive material (including pornography) on the computer system is expressly forbidden.
- In these rules material will be considered offensive if it causes distress to the person who receives or discovers it.
- The Company considers any breach of these rules to be Gross Misconduct for which the normal sanction will be summary dismissal.

### **E-MAIL POLICY**

The Company's Email system may not be used to broadcast solicitations for political or charitable organisations, to place personal advertisements for flat/house shares, theatre or sporting tickets, used cars, etc., to seek references for personal services, or for other personal reasons. E-mail in our business is not to be used to distribute such messages but may only be used for transmission of business-related information.

E-mail must be read promptly to avoid capacity and other problems, and mail should be deleted not only from the screen but also from delete facilities (including any recycle bin) at regular intervals. Please bear in mind you should not always expect an immediate response to e-mail and anything important should be followed up by a telephone call.

Important Points to note:

- (a) E-mail is often treated far more informally than other forms of business communication accordingly sentiments and opinions are expressed which would not normally materialise in writing.
- (b) E-mail can be copied and circulated much more easily than any traditional communication; an e-mail sent to a single recipient could be posted on the Internet with a click of a button even without the sender's permission.
- (c) It is extremely easy to inadvertently misaddress an e-mail with disastrous consequences (e.g. including, by clicking "Reply to All" when reply to a more limited circulation is intended).
- (d) E-mail is in a more permanent form than traditional communication; e-mail cannot be deleted easily and back-up copies will not only exist upon the sender's or recipient's PC but also the employer's network and if sent through a commercial service, it may pass through several computers each of which will hold a copy which may be retrieved.
- (e) E-mail is discoverable in legal proceedings and accordingly could expose the sender and his/her employer to liability for its contents particularly if the contents are defamatory, involve an infringement of copyright or a breach of confidence.
- (f) Incorrect use of e-mail may destroy the protection of legal privilege enjoyed by legal communications.
- (g) In certain jurisdictions legal proceedings may now be served via e-mail.
- (h) Internal company e-mail may be used to support claims for unfair dismissal, discrimination and to prove industrial espionage.
- (i) Offers of employment or contracts transmitted via e-mail are as legally binding on the Company as those sent on paper.

**Confidentiality of E-Mail**

- (a) Subject to the above, E-mail is to be read only by the persons to whom it is addressed. Unless you have the recipient's express permission, one person is not to read another person's e-mail.
- (b) All e-mail users, however, should realise that the Company cannot assure the absolute confidentiality of any e-mail message. Where confidentiality and security are important, an alternative to e-mail should be considered.
- (c) Just as the Company cannot assure confidentiality of e-mail messages, you should have no expectation of privacy in the content of e-mail messages. Among other things, as explained below, e-mail messages may be archived and are not really private, even if only sent to one person. If you would be embarrassed by the public disclosure of an e-mail message, then it is not appropriate to send the message via e-mail.

- (d) The Company periodically monitors e-mail but may inspect e-mail messages under any circumstances at any time and without notice.
- (e) Users should be aware that emails they have sent may well be forwarded to other recipients. If the email is a private and confidential matter users may consider email to be inappropriate and should consider the use of a password protected attachment or an alternative means of communication.

### **Legal Issues**

- (a) E-mail to or from a lawyer or other professional representing the Company must be marked in the subject line Private & Confidential Lawyer Client Privilege, Do Not Forward Without Permission.
- (b) Do not express opinions or thoughts in e-mail which may be defamatory as this may render you and/or the Company to a libel action. Also, remain mindful at all times that statements made by an employee on the Company's system can be held in law to have been made by the Company. In such cases, there may be legal liability on the part of both the Company and the individual employee who made the statement(s) concerned.

### **Inappropriate Distribution of E-Mail**

Everyone is strongly encouraged to consider carefully the groups to whom e-mail messages are distributed. It is not uncommon to see an individual in one office send an e-mail message to all individuals in all offices or other locations. Sometimes this may be appropriate, but often a more limited distribution would be better.

If you receive e-mail that is not addressed to you, it must be returned immediately unread.

### **Ownership of E-Mail**

The Company's e-mail system belongs to the Company, and messages sent using the system constitute Company work product. Thus, like all work product, the contents of e-mail messages belong to the Company. In order to ensure the Company's continuous access to information on the Company's system, no employee shall use personal hardware or software to encrypt any e-mail or voicemail or any other data stored in or communicated by the Company's system of electronic communications, except in accordance with express prior written permission from the Company's Board.

### **Complaints**

Employees who feel that they have cause for complaint as a result of communications via the Company's systems should invoke the Grievance or other relevant Procedure at the earliest opportunity.

## **Breaches**

A breach of this policy shall render the employee(s) concerned liable to disciplinary action which, in serious cases, could include summary dismissal.

Users have a duty to report the following to your Reporting Manager:

- suspicious emails/email attachments
- obscene/illegal material found on a PC or records of obscene/illegal web sites visited
- persistent use of the Internet for personal reasons
- downloading of illegal material

## **3. HEALTH AND SAFETY**

It is the responsibility of all employees to make themselves aware of our Health and Safety Policy. All Employees have a duty of care in respect of the health and safety of not only themselves, but of other employees, customers and members of the public.

You must adhere to the general health and safety rules and procedures.

All accidents no matter how minor are to be reported without delay. Employees are required to fully co-operate with all subsequent enquiries as to the cause, consequences and future prevention, of accidents.

Alcohol for personal consumption is not allowed on Company premises, and you should refrain from consuming alcohol during working hours, this includes during lunch breaks etc.

Under no circumstances should you present yourself for work whilst under the influence of alcohol, intoxicants, drugs or other substances. Any attempt to work whilst in such a condition will be regarded as a serious breach of the rules.

### **PROTECTIVE CLOTHING OR EQUIPMENT** **(Issued under Health & Safety or Hygiene Regulations)**

Where protective clothing or equipment is issued to you, this is done for your protection and must therefore be worn or used at the appropriate times. Failure to wear protective clothing or use safety equipment will render the individual liable to disciplinary action. Remember that you have a personal responsibility for your own health and safety and that of others and you should ensure that you exercise this responsibility carefully both through your actions and in the maintenance and care of such clothing or equipment.

### **A Statement of Company Policy on Health and Safety**

It is the policy of the Company to protect and promote the health and safety of its employees at work.

It will carry out a suitable and sufficient assessment of the risks to which employees or visitors may be exposed whilst on the Company's premises or undertaking and will make protective arrangements accordingly during and out of working hours.

Health and Safety policy is the direct concern of managers and supervisors at all levels within the Company and every member of staff is charged under the Act with the duty of care for their own safety, the safety of fellow workers and of any person within the work area. Each employee also has a duty to co-operate with persons responsible for the implementation of health and safety policy to enable them to carry out their duties.

The Company will avoid the use of dangerous materials or practices wherever practicable, but where use is unavoidable the Company will institute effective protective measures. The Company will observe its statutory obligations arising from health and safety legislation for all periods of work and will also make provision for emergencies occurring outside of normal working hours.

It will from time to time publish codes of practice on specific health and safety matters which may amplify, interpret or go beyond the legal requirements, and will ensure their observance.

Nothing set down in this policy statement in any way relieves any employee of his or her responsibilities at law for health and safety and they will be periodically advised of their obligations and of the consequences of neglect.

To fulfill the requirements of the Management of Health and Safety at Work Regulations 1992 and the Health and Safety at Work Act 1974 each employee will be informed of the Company's policy and the organisation and arrangements for carrying out that policy, and of any subsequent revisions.

### **Organisation for Health and Safety**

The Managing Director is ultimately responsible for health and safety within the Company, and his duties and responsibilities for this are delegated on a day to day basis through our line managers.

Managers assisted by their assistants or deputies are responsible for the safety of employees reporting to them and all other persons in their Departments.

These Managers will keep themselves informed of all relevant statutory and other safety regulations and codes of practice which shall apply in their areas and to their processes.

They are responsible for ensuring that such regulations and safety codes are properly adhered to within their areas of responsibility, and are understood and followed by the employees. They are responsible for, or assisting in, conducting risk assessments in the areas under their control. They will provide training in safe working practices, and implement improvements resulting from risk assessment recommendations. They will ensure that all methods of production, processes and materials are approved for safety.

## **Health**

Employees may be required to undergo a medical examination by a Doctor nominated by the Company at any time during their employment. This examination is confidential and is designed to ensure that you are not placed in a job which is likely to affect your health. If you feel that your job is affecting your health, you must promptly ask your Reporting Manager to arrange for a medical examination or referral.

If you suffer from eye strain or headaches you must discuss this promptly with your Reporting Manager.

## **Safety**

The Company stresses to all employees that they must:

- i. Use safety equipment provided under the law or directed by the site Management.
- ii. Not misuse or interfere with things provided for their safety, health and welfare.
- iii. Not knowingly do anything liable to endanger themselves or others but should take reasonable care for the health and safety at work of themselves and any other people who might be affected by their acts or omissions.
- iv. Not interfere with plant and equipment guards, which if removed would cause possible hazards to operators. Only authorised personnel are permitted to remove safety guards from plant and equipment when necessary to effect repair, maintenance, refurbishment or installation.
- v. Not use compressed air without authority.
- vi. Report any defect equipment or other hazard which they think might cause an accident promptly to their Reporting Manager.
- vii. No employee who in the our opinion is intoxicated will be allowed to remain at work and is against Company rules to bring intoxicating substances in to the work place.
- viii. If visiting a client at their premises, employees must make themselves aware of the Client/customer's company's health and safety procedures and ensure that they are fully observed.
- ix. Co-operate with us and others to enable them to comply with statutory duties and requirements.

## **Fire Prevention**

Fire is a serious danger; please observe the following rules at all times.

1. No person shall without permission light any fire or, do anything causing or tending to cause fire.
2. Extreme care must be taken when handling solvents or inflammable liquids. Any spillage must be wiped up immediately.

3. Smoking is forbidden in any part of the Company's premises, and this rule must be observed at all times.
4. Fire extinguishers are located in all areas. Please acquaint yourself with their exact location near to your own work area. Be sure to check which of these extinguishers have been marked: Do not use on Electrical Fires.
5. Find out from your Reporting Manager which are your nearest escape routes to be used in case of fire.

#### **In case of Fire what should I do?**

If you discover a fire give the alarm at once.

If you have no other responsibilities leave the building quickly and quietly by the indicated route. Once outside, assemble together with your fellow employees, so that your Reporting Manager can take a roll call.

Leave the building on hearing the alarm for fire unless it is beyond all doubt that it is not necessary to do so. If possible, close all windows and doors behind you as you make your escape from the building except where other employees are following.

If you suspect that there a staircase is weakened by fire, keep close to the wall when using it.

If escape is cut off, do not panic, but go to a window and wait for the arrival of the Fire Brigade. If possible, this should be in a room with the door closed against the source of the fire.

#### **First Aid**

First Aid facilities are provided at every work location and in mobile vans.

If you have an accident and hurt yourself at work – no matter how slightly – you must tell your Reporting Manager. This is important in case you have to make a claim under the National Insurance Industrial Injuries Scheme.

Employees will be granted paid leave of absence during their working hours to attend medical appointments arising from works accidents.

### **4. SEVERE WEATHER POLICY**

1. Employees are expected to make every possible effort to attend their place of work, even when severe weather conditions prevail. They are expected to explore all means of transport before notifying their Reporting Manager that they are unable to get into work. This includes public transport and personal transport, such as walking, if possible. A maximum of three miles from home to the place of work is considered to be a walkable distance, unless a recognised health condition or disability prevents this.

2. In some cases, your Reporting Manager may consider whether you may take work home if bad weather is expected, and/or work from home if the nature of the work permits this. This must always be agreed in advance.
3. It may be possible that a variation to normal working hours arrangements can apply and these should be discussed and agreed with your Reporting Manager in the light of the needs of our customers
4. Any member of staff who is prevented by the weather from attending work must contact their Reporting Manager before their start time. If he/she is unavailable, then the next person in authority should be notified. Failure to notify as required above without good reason will normally result in the employee concerned being considered as absent without leave, and may result in loss of pay.
5. Employees may be permitted to finish work early. This will be at the discretion of their Reporting Manager and will only be implemented on an **exceptional basis** where;
  - a) Such action will not disrupt service provision.
  - b) Earlier finish times will **greatly** decrease the duration of journey home, e.g. the curtailment of public transport when darkness falls, or where worsening weather conditions are predicted leading to possible road closures. Employees with the furthest travelling distance will normally be given priority in these circumstances.
6. For employees who are not able to work at all, the initial acceptance of a reason for non-attendance lies with their Reporting Manager. They should make a decision based on the circumstances affecting that particular individual. The following options may be considered:-
  - a) Annual leave
  - b) Unpaid leave
  - c) Use of accrued time owing
  - d) Allowing the individual to make the time up at a later date
7. The Reporting Manager concerned will ensure that time cards/sheets carry the appropriate advice to Salaries & Wages.
8. In the unusual case that weather conditions are so extreme, then operation of this policy may be suspended. The decision that suspension of the policy is required will be made by the Directors, who will discuss with the Managers the arrangements that should apply on a day-to-day basis.
9. This policy should also be used for other disruptions such as traffic disruption and fuel shortages although more specific guidance may be issued at the time.

## **5. LEAVING THE COMPANY**

### **DISMISSAL**

You are not entitled to any notice if you are summarily dismissed for gross misconduct. In other cases, you are entitled to the notice as follows unless provided otherwise in your contract of employment:

1 month - 2 years continuous employment: 1 week;  
2 years – 12 years continuous employment: 1 week for each year up to a max of 12 years;  
12 years or more: 12 weeks

The Company reserves the right to pay you salary in lieu of notice.

### **RESIGNATION**

If you wish to voluntarily terminate your employment you are required to give notice in writing, clearly setting out the reasons for your decision. This notice must be submitted to your Reporting Manager. Unless the period of notice is specified otherwise in your contract of employment, the period of notice required from you is one month.

Due to the nature of your position, the Company may at its absolute discretion require you not to perform certain or all duties after you have given notice of resignation. Also, you may be required to serve your notice at home, but at all times to remain available for work.

### **REDUNDANCY**

Whilst we always endeavour to manage our business to avoid job losses, there may occasionally be changes in economic or other conditions, service or organisational requirements which affect staffing needs and, in such circumstances, we will minimise the effect of such changes in accordance with the terms of this policy.

Whilst this policy is not contractual, and does not form part of any employee's terms and conditions of employment, it should be followed wherever possible.

Where it is proposed to consider one or more redundancies, and in order to avoid dismissals on this ground, one or more of the following measures must be considered:

- a salary freeze for a specified period
- suspending advertising and recruitment
- discontinuing temporary labour
- the likely effects of natural wastage
- existing workloads and overtime levels
- job-sharing, part-time employment and/or other flexible arrangements

We will seek applications for voluntary redundancies whenever reasonably practicable. The Company will, in its sole discretion, decide each application based upon the need to maintain a balanced workforce.

The following is intended as an outline of the principles of individual consultation with employees -

- discussions should commence when the proposals are still at a formative stage
- the employee(s) concerned will be given adequate information in good time
- all responses by the employee(s) concerned will be carefully considered
- all relevant statutory procedures will be applied

Where it is proposed to make 20 or more redundancies at the same location within 90 days, then collective consultation will take place with duly elected employee representatives.

When selecting employees for redundancy, we will establish fair criteria which will include the need to retain necessary skills for the future of the business and the performance record of those concerned.

No employee will be selected for redundancy due to -

- their sex, race, colour, nationality, religion or belief, ethnic or national origin, marital or civil partner status, sexual orientation, political opinion/affiliation, age or disability
- carrying out the function of or standing as an employee representative
- maternity-related reasons
- having asserted a statutory right

Employees under notice of redundancy shall be informed of all actual and expected vacancies within the Company during the period of their notice.

If the vacant position is identical (or almost identical) to a redundant position, then the employee concerned will be assimilated into that vacant position. If there is more than one employee concerned, then a selection will be made on the basis of merit.

If the vacant position is not identical (or almost identical), any employee then under notice of redundancy must be considered for the vacant position if he/she wishes, although any other candidate(s) may also be considered.

An employee under notice of redundancy may have reasonable time off work to look for alternative employment which must be agreed beforehand with their manager.

An employee who is offered alternative position on terms which are not identical, or almost identical, to a redundant position will have a trial period of four weeks to decide whether to accept the position. If either the Company or the employee concerned informs the other during that period that the new position is not acceptable, then the employee will be treated as dismissed by reason of redundancy on the terms which would have applied had they been dismissed by reason of redundancy of their original position.

A trial period can be extended to three months for the purposes of training for the new post provided that all the terms and conditions of the new position are agreed in writing before its commencement.

The Company will make a statutory redundancy payment where applicable.

To be entitled to a statutory redundancy payment, an employee must have been continuously employed by the Company for a period of two years before the date of their dismissal by reason of redundancy.

These are calculated on the following basis -

- 0.5 week's pay for each completed year of service up to 21 years of age
- 1 week's pay for each completed year of service between 22 and 40 years of age
- 1.5 weeks' pay for each completed year of service after 41 years of age.

The above is subject to the statutory maximum amounts of weekly salary and length of service in force at the time.

The employee(s) concerned will be advised in writing of the details of a meeting at, or following which, a decision will be made as to whether they will be dismissed by reason of redundancy.

The details will include –

- the date, time and venue of the meeting
- the purpose of the meeting
- the right to be accompanied at the meeting by a colleague or trade union representative
- the name and position of the person who will make the decision
- the right of appeal

The decision will be given to the employee(s) concerned either at the meeting or as soon as possible afterwards and, in every case, will be confirmed in writing.

Any employee who has been dismissed by reason of redundancy may appeal against this decision by sending written notice of their intention to appeal to the Employee-Relations Consultant within seven working days of the date of the letter advising of, or confirming, that decision.

That written notice must set out the grounds of appeal.

Arrangements will then be made for an appeal hearing to be held as soon as possible.

Wherever reasonably practicable, the appeal hearing will be decided by a manager who is senior to the manager who made the original decision to dismiss.

Employees may be accompanied at an appeal hearing by a work colleague or trade union representative.

The appeal decision will be given to the employee(s) concerned either at the appeal hearing or as soon as possible afterwards and, in every case, will be confirmed in writing.

The appeal process will then have been exhausted.

For the avoidance of doubt, the dismissal of an employee by reason of redundancy shall remain in full force and effect unless and until any appeal is advised as successful.

## **RETIREMENT**

The Company's normal retirement age is 65. However, employees may continue in our employment having reached that age subject to our procedures, requirements and the relevant legal provisions in force at the time. Further details may be obtained from the Employee Relations Consultant.

## **LEAVING WITHOUT WORKING NOTICE**

If on leaving our employment for whatever reason, you fail to work your full contractual notice without our prior agreement, an amount equal to any loss suffered by the Company, and/or the additional cost of covering your duties for the period not worked will be deducted from any final monies due to you.

## **RETURN OF COMPANY EQUIPMENT/PROPERTY**

You must return such Company property as may have been entrusted to you during your employment, on or before your official leaving date. In the case of summary dismissal such property must be returned immediately (Company property is defined as being documents, disks/data other records, equipment, stock etc.)

## **D. VEHICLE RULES**

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# **1. COMPANY VEHICLE POLICY**

## **1 GENERAL**

At the Company's entire discretion, you may be provided with a Company vehicle in which case the provisions of this policy apply. The Company may at any time withdraw this benefit without notice.

If you are provided with a Company Car, you will be the AUTHORISED driver and he or she may nominate their spouse/partner as a PERMITTED driver. A PERMITTED driver must have a full driving licence, a copy of which should be provided to Head Office. The Company reserves the right to reject any such application without having to provide a reason. The AUTHORISED driver may give permission to another employee of the Company to drive the Company Car for business purposes only.

If you are provided with a Company Van, you are the AUTHORISED driver and you are not entitled to nominate any person as a PERMITTED driver; only you can drive the Company Van.

## **2 Authorised Driver**

You must have a current full driving licence, a copy of which should be provided to Head Office on an annual basis.

If you have nominated a permitted driver then that person should have a full driving licence, a copy of which should be provided to Head Office.

## **3. Condition of Vehicle**

The authorised driver should make the vehicle available to his manager for inspection on a monthly basis.

## **4. Receipt and Return of Vehicle**

On leaving employment or return of the vehicle, should your vehicle be returned with any damage or be in need of professional cleaning a deduction will be made from your salary to cover the costs involved. You hereby agree that any such deduction may be made from your salary.

## **5. Road Fund Licence**

The authorised driver should ensure that the licence is current and displayed correctly.

## **6. MOT Certificates**

The Company is responsible for obtaining MOT Certificates but upon notification, the authorised driver must make the vehicle available to the garage undertaking the MOT inspection and any associated repairs.

7. **Insurance**

The Company Vehicle will be comprehensively insured and a copy of the Certificate of Insurance can be obtained from the Head Office should it be necessary to produce this.

8. **Theft**

8.1 If the vehicle or possessions have been stolen this should be reported to Head Office and the police immediately and a crime report number obtained.

8.2 Computers and other items of equipment are not covered by insurance and therefore must not be left unattended at any time.

8.3 Personal effects are not generally covered within the insurance and therefore should be covered separately by your own household insurance.

9. **Accidents**

9.1 ***Liability must not be admitted.*** Particulars should be exchanged with the name and address of the other drivers involved being noted together with the registration numbers of the vehicles. The law provides that this information should be obtained and if any difficulty is experienced then the matter should be reported to the police within 24 hours. Where possible, names and addresses of any witnesses should be obtained.

9.2 If there has been an injury then the matter should be reported to the police and a copy of your driving licence and the current Certificate of Insurance provided to them within five days.

9.3 All accidents must be immediately reported to your Reporting Manager or a Director.

10 **Types of Permitted Use**

A Company car may be used in connection with the Company's business and for social, domestic and pleasure. A Company Van may only be used for purposes in connection with Company's business, NOT for social, domestic or pleasure.

11 **Traffic Offences**

All fines imposed following conviction on traffic offences will be at the expense of the authorised driver. Should the Company be invoiced for a fixed penalty fine together with an administration charge then the Company will pass both these costs on to you. You hereby agree that any such deduction may be made from your salary.

12 **Travel Abroad**

12.1 A Company Car may only be taken abroad if express approval has been obtained from Head Office. The authorised driver must ensure that the appropriate breakdown cover are taken out, which will be at the authorised driver's expenses.

12.2 A Company Van may not be taken abroad under any circumstances.

13 **Fuel**

The provision of private fuel is a taxable benefit. If the authorised driver is entitled to private fuel this is provided on the understanding that claims are made for reasonable travel only. Private fuel is not reimbursed outside of normal business use and thus any fuel expenses incurred while the vehicle is abroad or used for UK holiday use, will be the responsibility of the authorised driver.

14. **Business Mileage**

- 14.1 The taxable benefit in kind on cars is determined by the list price and Co2 omissions. The taxable benefit in kind on vans used for private purposes is determined by Her Majesty's Revenue & Customs rates.
- 14.2 If no private fuel is provided, then business mileage must be detailed in a mileage return and will be paid at HM Revenue & Customs rates.
- 14.3 If you are using your own car for business use, then it is your responsibility to ensure that the vehicle is correctly insured for business use and a copy of the certificate must be held at Head Office.

## **E. INTERNAL PROCEDURES**

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## **1. DISCIPLINARY & DISMISSAL PROCEDURE**

The Company expects the highest standards of attendance, performance and conduct from its employees and requires them to act with integrity and professionalism at all times when representing the Company.

This procedure applies to all employees of the Company and its aim is to ensure consistency and fairness of treatment and to provide help and encouragement where attendance, performance or conduct fails to meet the required standards.

Whilst this procedure is not contractual, it should be followed wherever possible.

This Procedure will be invoked where informal discussions and/or coaching with the employee have been unsuccessful, or are considered inappropriate, in a given case.

### **Principles in Relation to Disciplinary matters**

The following principles will generally be applied to disciplinary matters:

- no disciplinary decision/action will be taken until the matter has been investigated (where required) as far as is reasonably practicable
- at every stage of the procedure the employee concerned will be advised of the nature of the complaint against him/her and given an opportunity to put forward his/her side of the matter before a decision is made
- the employee concerned has the right to be accompanied by a work colleague or accredited trade union representative at a Disciplinary Hearing
- depending on the circumstances and the seriousness of the issue, one or more of the early stages of disciplinary action may be omitted
- the outcome of the Disciplinary Hearing will be advised or confirmed in writing
- the employee concerned will have the right to appeal against any decision made

### **Suspension**

The Company reserves the right to suspend an employee on full pay pending the outcome of an investigation and/or Disciplinary Hearing. The suspension is not a disciplinary penalty, carries no implication of guilt, and may not be appealed against. The period of suspension will be kept as short as possible. During a period of suspension, the employee concerned may not, unless advised to the contrary in writing, take part in the business of the Company and he/she may not be present on any of the Company's premises, and contact any of its business associates or employees (other than to arrange for a work colleague to accompany him/her at a Disciplinary Hearing).

## **Disciplinary Investigations**

Whether during the course of suspension or otherwise, an employee whose attendance, conduct or performance is being investigated shall promptly and fully co-operate with any disciplinary investigation by responding to all enquiries and attending any meeting(s) called for the purpose.

There is no right to be accompanied during the course of responding to any enquiries or attending any investigatory meetings in this regard.

## **Notice of a Disciplinary Hearing**

The Company will set out in writing the nature of the employee's conduct, attendance, job performance or any other matter which may result in disciplinary action, and send this to the employee beforehand together with an explanation of the basis of the complaint made against him/her. A minimum of 48 hours' notice of a disciplinary hearing will ordinarily be provided.

Where evidence has been obtained from third parties in the form of written statements, either the statements themselves, or a summary of their content will be provided to the employee at the same time as the notice of the disciplinary hearing. The Company reserves the right, however, to conceal the identity of the parties who provided this evidence if it thinks it is necessary or appropriate to do so.

The employee will be invited to a Disciplinary Hearing at a reasonable time and place where the matters can be addressed. The employee concerned must take all reasonable steps to attend.

## **The Disciplinary Hearing**

A Disciplinary Hearing will ordinarily be conducted by the employee's manager or by another manager who is at the same level as, or more senior than, that manager.

The employee may, if he/she wishes, be accompanied by a work colleague or accredited trade union representative at the Disciplinary Hearing. Notes will be taken at the time, and the employee's companion may also take notes if he/she wishes. No other form of recording will be permitted.

The employee will be allowed a full and fair opportunity to state his/her side of events, explain his/her conduct or performance and state any mitigating factors. He/she may do this personally, or the employee's companion (if he/she has elected to be accompanied) may do this on his/her behalf.

The chair will question the employee on his/her evidence. Although the employee may confer with his/her representative at any time during the hearing on request, the chair has the right to ask the employee personally to answer any questions put to him/her.

Depending on the circumstances, any investigator who has been involved in the matter may be called to attend the Disciplinary Hearing to take those present through his or her report. The investigator will then withdraw.

Either at the Disciplinary Hearing or as soon as possible afterwards, the Chair will express his or her decision clearly, explain the reason(s) and advise the issue of any level of disciplinary action and of the employee's right of appeal. The Chair will confirm the decision in writing. That confirmation will set out the Disciplinary action taken, the reasons, and the employee's right of appeal (and how and when this may be exercised).

### **Levels of Disciplinary Action**

There are four levels of disciplinary action that may be taken. Disciplinary action will normally be taken at a lower level for minor offences, and at a higher level for serious offences or in cases where disciplinary action at a lower level has already been taken in relevant circumstances. However the Company reserves the right to invoke a higher level of disciplinary action (including Level 4) where this is justified by the circumstances concerned.

The levels of disciplinary action are:

1. **Verbal Warning**

A note of the warning will be kept on file but will be considered spent and disregarded for disciplinary purposes after six months, subject to satisfactory attendance, conduct and job performance being achieved and maintained.

2. **First Written Warning**

If the offence is serious or if insufficient improvement has been achieved and maintained in relation to an employee's attendance, conduct, job performance, or if a further offence of a similar kind occurs during the currency of a previous warning, then consideration to disciplinary action at this Level 2 will be given. This will give details of the complaint, the improvement required and the timescale over which that improvement must be achieved and maintained. A copy of the warning will be kept on file but will be considered spent and disregarded for disciplinary purposes after twelve months.

3. **Final Written Warning**

If the offence is very serious or if insufficient improvement has been achieved and maintained in relation to an employee's attendance, conduct, job performance, or if a further offence of a similar kind occurs during the currency of a previous warning, then consideration to disciplinary action at this Level 3 will be given. This will give details of the complaint, the improvement required and the timescale over which that improvement must be achieved and maintained. A copy of the warning will be kept on file but will be considered spent and disregarded for disciplinary purposes ordinarily after twelve months.

4. **Dismissal**

If insufficient improvement has been achieved and maintained in relation to an employee's attendance, conduct, job performance, or if a further offence of a similar kind occurs during the currency of a previous warning, then consideration will given be to disciplinary action at this Level 4 provided that the manager making such consideration has taken into account any views expressed in the matter by a member of the Board of Directors.

## **Gross Misconduct**

Certain types of behaviour are so serious that they will normally be regarded as Gross Misconduct and, as such, would render the employee concerned liable to summary dismissal. In this instance, the employee concerned will only be paid his/her salary and any outstanding holiday pay up to and including the date of dismissal (less any deductions which may lawfully be made). No further monies will be due, and all of his/her contractual benefits will cease on that date.

The following is a list of the kind of offences which the Company considers serious enough to amount to Gross Misconduct. This list merely sets out examples, and must not be regarded as exhaustive.

- actual or attempted theft from or dishonesty in relation to the Company, its employees, customers, suppliers or contractors (including unauthorised copying of copyright material)
- other offences of dishonesty
- unauthorised possession or removal of, or misuse of, or damage to, property belonging to the Company, its employees, customers, suppliers or contractors
- falsification or the entering of incorrect information or data on timesheets, sickness claims, expense claims or accounting and other documents
- serious breach of security rules
- breach of the Company's policies and procedures in relation to health and safety at work (e.g. dangerous misuse of machinery or equipment) which causes – actually or potentially – a risk to the health and safety of others at work, or at a work-related occasion)
- gross negligence
- fighting, threatening or abusive behaviour at work or at a work-related event
- gross insubordination
- rudeness or other offensive conduct towards customers or colleagues where this is underserved
- refusal or a failure to comply with a reasonable lawful instruction
- refusal or failure to comply with all applicable statutory or regulatory requirements
- possession custody or control of illegal drugs or unauthorised weapons on Company premises or elsewhere on work-related matters
- attendance at work or presence on work premises under the influence of alcohol or non-medically prescribed drugs

- conviction of a criminal offence which affects the employee's ability or suitability to continue in his/her role and/or in the Company's employ
- unauthorised disclosure of confidential information
- breach of the Company's policies and procedures in relation to IT and or Communications
- breach of the Company's policies and procedures in relation to equality of opportunity at work and/or harassment
- accepting a gift which may reasonably be construed as a bribe

### **Disciplinary Appeals**

An employee has the right to appeal against any level of disciplinary action.

Notice of any appeal must be made in writing to the Employee-Relations Consultant and sent to ensure that it is received within five working days of the date of the Company's letter advising or confirming the disciplinary action being taken against him/her.

When giving notice of an appeal, the employee should state:

- a) the grounds of appeal; and
- b) whether he/she is appealing against the finding that he/she has committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed; and
- c) the outcome sought.

The Company will confirm in writing receipt of the employee's notice of appeal and ask for any clarification needed in relation to the grounds for appeal. Any new relevant facts will ordinarily be investigated.

Arrangements will be made for the Appeal Hearing to be held as soon as possible afterwards.

The Appeal Hearing will, wherever possible, be conducted by a more senior manager to the one who decided the Disciplinary Hearing.

The employee may, if he/she wishes, be accompanied at the Appeal Hearing by a work colleague or accredited trade union representative. Whilst the employee may confer with him/her, that employee will be expected to reply directly to all questions asked of him/her. Notes will be taken at the time, and the employee's companion may also take notes if he/she wishes. The employee's companion may speak when invited to do so.

The senior manager will consider any representations made by the employee, any companion, any investigator, and the manager who conducted the disciplinary hearing and imposed the disciplinary sanction.

The decision on appeal may be:

- to withdraw the disciplinary action taken;
- to substitute disciplinary action at a lower level (but not at a higher level unless further facts and issues have come to light which were not known and considered at the time of the Disciplinary Hearing;
- to uphold the disciplinary action taken.

There is no further right of appeal.

For the avoidance of doubt, any disciplinary action (including dismissal) taken remains in full force and effect unless and until overturned on appeal.

### **Alternative Dispute Resolution**

Entirely without prejudice to the position of anyone concerned in any disciplinary proceedings, the Company may be prepared to consider an informal process for resolving the issues in any particular instance. Further details may be obtained from the Employee Relations Consultant.

## **2. CAPABILITY PROCEDURE**

The Company expects all its employees to carry out their job functions and responsibilities within both a reasonable range of their individual capabilities and those required by the Company to make their input effective.

This procedure applies to all employees of the Company and its aim is to ensure consistency and fairness of treatment and to provide help and encouragement where an employee's capability fails to meet the required standards.

Whilst this procedure is not contractual, it should be followed wherever possible.

This Procedure will be invoked where informal discussions and/or coaching with the employee have been unsuccessful, or are considered inappropriate, in a given case.

### **Principles in Relation to incapability matters**

The following principles will generally be applied to capability matters:

- this procedure will not usually be invoked until the issues concerned have been considered as far as is reasonably practicable
- at every stage of the procedure the employee concerned will be advised of the issues and given an opportunity to put forward his/her side of the matter before a formal decision is made
- the employee concerned has the right to be accompanied by a work colleague or accredited trade union representative at a Formal Review

- depending on the circumstances and the seriousness of the issue, one or more of the early stages of formal action may be omitted
- training, supervision, or increased supervision over a specified review period, may be attached to any formal action decided
- the outcome of the Formal Review will be advised or confirmed in writing
- the employee concerned will have the right to appeal against any formal action decided

### **Suspension**

The Company reserves the right to suspend an employee on full pay pending the outcome of an investigation and/or Formal Review. The suspension is not a disciplinary penalty, carries no implication of guilt, and may not be appealed against. The period of suspension will be kept as short as possible. During a period of suspension, the employee concerned may not, unless advised to the contrary in writing, take part in the business of the Company and he/she may not be present on any of the Company's premises, and contact any of its business associates or employees (other than to arrange for a work colleague to accompany him/her at a Formal Review).

### **Capability Investigations**

Whether during the course of suspension or otherwise, an employee whose work capability is being investigated shall promptly and fully co-operate with any investigation by responding to all enquiries and attending any meeting(s) called for the purpose.

There is no right to be accompanied during the course of responding to any enquiries or attending any investigatory meetings in this regard.

### **Notice of a Formal Review**

The Company will set out in writing the issues relating to an employee's capability, and send this to the employee beforehand. A minimum of 48 hours' notice of a Formal Review will ordinarily be provided.

Where evidence has been obtained from third parties in the form of written statements, either the statements themselves, or a summary of their content will be provided to the employee at the same time as the notice of the Formal Review. The Company reserves the right, however, to conceal the identity of the parties who provided this evidence if it thinks it is necessary or appropriate to do so.

The employee will be invited to a Formal Review at a reasonable time and place where the matters can be addressed. The employee concerned must take all reasonable steps to attend. The Company will consider reasonable adjustments to this procedure in any case where the employee concerned is not able to attend a Formal Review by reason on health grounds.

## **The Formal Review**

A Formal Review will ordinarily be conducted by the employee's manager or by another manager who is at the same level as, or more senior than, that manager.

The employee may, if he/she wishes, be accompanied by a work colleague or accredited trade union representative at the Formal Review. Notes will be taken at the time, and the employee's companion may also take notes if he/she wishes. No other form of recording will be permitted.

The employee will be allowed a full and fair opportunity to state his/her side of events and state any mitigating factors. He/she may do this personally, or the employee's companion (if he/she has elected to be accompanied) may do this on his/her behalf.

The chair will question the employee on his/her evidence. Although the employee may confer with his/her companion at any time during the Formal Review, the chair has the right to ask the employee personally to answer any questions put to him/her.

Depending on the circumstances, any investigator who has been involved in the matter may be called to attend the Formal Review to take those present through his or her report. The investigator will then withdraw.

The chair will adjourn to reach a decision.

Either at the Formal Review or as soon as possible afterwards, the Chair will express his or her decision clearly, explain the reason(s) advise the outcome, and of the employee's right of appeal. The Chair will confirm the outcome in writing. That confirmation will set out the action decided, the reasons, and the employee's right of appeal (and how and when this may be exercised).

## **Formal Action**

There are four levels of formal action that may be decided which ordinarily are progressive, depending upon the seriousness of the issues. However the Company reserves the right to invoke a higher level of formal action (including Level 4) where this is justified by the circumstances concerned.

The levels of formal action are:

### 2. Verbal Caution

A note of the caution will be kept on file but will be considered spent and disregarded for disciplinary and other purposes after six months, subject to satisfactory attendance, conduct and job performance being achieved and maintained.

### 3. First Written Caution

If the issue is serious, or if insufficient improvement has been achieved and maintained in relation to an employee's job performance, or if a further issue of a similar kind occurs during the currency of a previous caution, then consideration to formal action at this Level 2 will be given. This will give details of the issue, the improvement required and the

timescale over which that improvement must be achieved and maintained. A copy of the caution will be kept on file but will be considered spent and disregarded for disciplinary and other purposes after twelve months.

#### 4. Final Written Caution

If the issue is very serious, or if insufficient improvement has been achieved and maintained in relation to an employee's attendance, conduct or job performance, or if a further issue of a similar kind occurs during the currency of a previous caution, then consideration to formal action at this Level 3 will be given. This will give details of the issue, the improvement required and the timescale over which that improvement must be achieved and maintained. A copy of the caution will be kept on file but will be considered spent and disregarded for disciplinary and other purposes ordinarily after twelve months.

#### 5. Invoking the Disciplinary & Dismissal Procedure

If insufficient improvement has been achieved and maintained in relation to an employee's attendance, conduct or job performance, or if a further issue of a similar kind occurs during the currency of a previous caution, then consideration will be given to invoking the Disciplinary & Dismissal Procedure action at this Level 4.

### **Appeals against formal action taken under the Incapability Procedure**

An employee has the right to appeal against any level of formal action.

Notice of any appeal must be made in writing to the Employee-Relations Consultant and sent to ensure that it is received within five working days of the date of the Company's letter advising or confirming the formal action being taken against him/her.

When giving notice of an appeal, the employee should state:

- d) the grounds of appeal; and
- e) whether he/she is appealing against the finding of incapability or against the level of formal action taken; and
- f) the outcome sought.

The Company will confirm in writing receipt of the employee's notice of appeal and ask for any clarification needed in relation to the grounds for appeal. Any new relevant facts will ordinarily be investigated.

Arrangements will be made for the Appeal Hearing to be held as soon as possible afterwards.

The Appeal Hearing will, wherever possible, be conducted by a more senior manager to the one who decided the Formal Review.

The employee may, if he/she wishes, be accompanied at the Appeal Hearing by a work colleague or accredited trade union representative. Whilst the employee may confer with him/her, that employee will be expected to reply directly to all questions asked of him/her. Notes will be taken at the time, and the employee's companion may also take notes if he/she wishes. The employee's companion may speak when invited to do so.

The senior manager will consider any representations made by the employee, any companion, any investigator, and the manager who conducted the Formal Review and decided the formal action taken.

The decision on appeal may be:

- to withdraw the formal action decided;
- to substitute formal action at a lower level (but not at a higher level unless further facts and issues have come to light which were not known and considered at the time of the Formal Review;
- to uphold the formal action decided.

There is no further right of appeal.

For the avoidance of doubt, any formal action (including dismissal) taken remains in full force and effect unless and until overturned on appeal.

### **Alternative Dispute Resolution**

Entirely without prejudice to the position of anyone concerned in any capability proceedings, the Company may be prepared to consider an informal process for resolving the issues in any particular instance. Further details may be obtained from the Employee Relations Consultant.

### **3. GRIEVANCE PROCEDURE**

This Procedure applies to all employees.

Whilst it is non-contractual, it should be complied with wherever possible.

The Company reserves the right to amend or withdraw this Procedure at any time and, of course, will give notice to this effect to all employees.

The Company reserves the right to decline to communicate with any person on an employee's behalf in respect of a grievance or concern raised by them for as long as this Procedure is being invoked in their case.

Wherever possible, the employee must work as usual whilst this Procedure is being invoked, and promptly discuss any difficulty about this with their immediate manager.

No employee will be victimised because for having invoked this Procedure provided that they are entirely sincere in doing so. Any victimisation will be regarded as gross misconduct, rendering the employee(s) concerned liable to disciplinary action which, in serious cases, may include summary dismissal.

Most routine work-related concerns which an employee may have will, of course, be best resolved informally in a discussion with their immediate manager.

If, however, they have unsuccessfully attempted to resolve their concerns in this way, or if they would prefer not to discuss their concerns with their immediate manager for whatever reason, then they should put their grievances or concerns in writing, and send these as soon as possible to the Employee Relations Consultant. Receipt will be acknowledged within five working days.

If an acknowledgment of receipt has not been received within five working days of sending their grievances in writing, the employee concerned should phone or email the Employee Relations Consultant as soon as possible to check receipt.

The Company may, if necessary, ask for clarification of any grievances received. This clarification should be provided as soon as possible afterwards.

A grievance may need to be investigated. Where this is necessary, all employees concerned will be expected to fully and promptly co-operate when requested to do so.

A Grievance Hearing will be arranged as soon as possible, and the employee will be notified of this in writing. He/she must take all reasonable steps to attend.

The outcome of a Grievance Hearing will be decided by either the employee's immediate manager or, if this is not appropriate or practicable, by another manager at or above the same level in the Company's organisation, or by an external party nominated by the Company.

An employee may be accompanied at the Grievance Hearing by either a work colleague or by an accredited union representative.

Notes will be taken at the Grievance Hearing. The employee and his/her companion may also take notes if they wish. No other method of recording the discussion is permitted.

An employee may liaise with their companion at the Grievance Hearing, but replies to any question asked of the employee must be given directly by him/her.

A Grievance Hearing may be postponed by the Company pending the outcome of an investigation.

The manager deciding the issues will adjourn the Grievance Hearing to consider his/her decision and will either resume that Hearing to announce the decision, or write to the employee as soon as possible afterwards for such purpose.

If that manager announces his/her decision at the Grievance Hearing, then that decision will be confirmed in writing as soon as possible afterwards.

Advice or confirmation of the decision in writing will be accompanied by full reasons together with notice of the employee's right to appeal, and how this may be exercised.

An employee may appeal against that decision.

## **GRIEVANCE APPEALS**

An employee has the right to appeal against the outcome or decision of a grievance hearing.

Notice of any appeal must be made in writing to the Employee-Relations Consultant and sent to ensure that it is received within five working days of the date of the Company's letter advising or confirming the grievance hearing outcome or decision

When giving notice of an appeal, the employee must state:

- a) the grounds of appeal; and
- b) the outcome sought.

The Company will confirm in writing receipt of the employee's grounds of appeal and, if appropriate, seek clarification of these where appropriate.

Any new relevant facts will ordinarily be investigated.

Arrangements will be made for the Grievance Appeal Hearing to be held as soon as possible afterwards. The Appellant will be notified of these arrangements in writing, and he/she must take all reasonable steps to attend.

The Grievance Appeal Hearing will normally be conducted by a Director of the Company or by an external party nominated by the Company. That person will consider any

representations made by the employee, the employee's companion (if any), those of any investigator, and of the manager who conducted the grievance hearing and who decided its outcome.

The Appellant may, if he/she wishes, be accompanied at a Grievance Appeal Hearing by a work colleague or accredited trade union representative. Whilst the Appellant may confer with their companion, he/she will be expected to reply directly to all questions asked of him/her. Notes will be taken at the time, and the Appellant or their companion may also take notes if they wish. The Appellant's companion may speak when invited to do so.

A Grievance Appeal Hearing may be postponed pending an investigation.

The person hearing the appeal will adjourn the Grievance Appeal Hearing to consider his/her decision and will either resume that Hearing to announce that decision, or write to the Appellant as soon as possible afterwards for such purpose.

If the decision is announced at the Grievance Appeal Hearing, that decision will be confirmed in writing as soon as possible afterwards.

Advice or confirmation of the decision in writing will be accompanied by full reasons.

The decision on appeal may be:

- to uphold any grievance as justified, wholly or partly; or
- to uphold the grievance hearing decision.

There is no further right of appeal.

For the avoidance of doubt, the grievance hearing decision made remains in full force and effect unless and until overturned on appeal.

#### **Alternative Dispute Resolution**

Entirely without prejudice to the position of anyone concerned in any grievance proceedings, the Company may be prepared to consider an informal process for resolving the issues in any particular instance. Further details may be obtained from the Employee Relations Consultant.

### **4. LAY-OFF PROCEDURE**

This procedure may apply where, due to a temporary shortage of work, it becomes necessary to place an employee or employees either on short time or to lay them off without pay.

As much notice as is reasonably practicable will be given for any of the above situations. Statutory guarantee payments will be made to the extent required by law at the time.

## **5. EMPLOYEE-RELATIONS & EXTERNAL OMBUDSMAN POLICY**

### **1 Principles**

- 1.1 This Policy applies to all employees.
- 1.2 It is non-contractual, and the Company reserves the right to amend or withdraw it at any time.
- 1.3 Either the Company or any of its employees may refer certain kinds of issue to the External Ombudsman.
- 1.4 This policy gives effect to the ACAS Code of Practice which came into force in April 2009 by offering a fair, quick, and informal alternative to some of the Company's other formal policies and procedures.
- 1.5 Referring an issue to the External Ombudsman does not prevent anyone from invoking any of the Company's other policies or procedures. However, the Ombudsman may ask that other procedures are stayed on a "without prejudice" basis to afford him the opportunity to address and resolve the issues informally.

### **2 Issues which may be referred to the External Ombudsman**

- 2.1 Any of the following issues may be referred to the External Ombudsman in accordance with this policy where they either arise at work or have effect at work -
  - discrimination or harassment
  - bullying
  - victimisation
  - changes in an employee's terms, conditions and benefits
  - breach of contract
  - conflict of interest
  - matters affecting trust & confidence and/or working relationships
  - unfair constructive or actual dismissal
- 2.2 None of the following issues may be referred to the External Ombudsman –
  - those in connection with, or related to, health & safety at work
  - those which are non-employment-related

### **3 The External Ombudsman**

- 3.1 The External Ombudsman is not employed by the Company. As a designated neutral:
  - he is an advocate for a fair process
  - he is not an advocate on behalf of the Company or any individual

- 3.2 Although he may carry out an investigation into a prescribed matter, and make non-binding recommendations when requested to do so, he cannot make any management decision.
- 3.3 Accordingly, the External Ombudsman has no jurisdiction to intervene in any internal grievance, disciplinary or appeal proceedings unless all those directly involved have given their prior consent.
- 3.4 As he is independent of the Company's line management, he remains able to report information where necessary to its Board of Directors without the risk of being dismissed or discredited.

#### **4 The External Ombudsman's Duties**

4.1 These are -

- to listen
- to try to understand the issues
- to offer different perspectives, and to suggest non-confrontational methods to resolve the issue
- where appropriate, to help the employee to deal with the perceived source of the issue
- where appropriate, to refer the matter within the Company as required
- where appropriate, to carry out an informal investigation
- to mediate a dispute when requested to do so
- to supply six-monthly reports to the Company's Directors which include statistical data and a summary of areas of concern, but which make no reference to any named individuals

#### **5 Confidentiality**

- 5.1 A reference to the External Ombudsman may be made in confidence, and even anonymously. He will respect confidentiality to the extent that he is permitted to do so by professional standards and all relevant legal requirements.
- 5.2 For example, he will be obliged to disclose matters which may involve imminent risk of serious harm to any person, or where there has been a criminal offence, discrimination, harassment etc. He will tell the person referring the issue to him if he is obliged to disclose a referral on any of the above grounds.

#### **6 Non-Victimisation**

- 6.1 No employee will be treated unfairly because they have referred an issue to the External Ombudsman.
- 6.2 No employee will be treated unfairly because they have referred an issue to the External Ombudsman.

## **7 Responsibility & Monitoring**

- 7.1 The Company's Managing Director has overall responsibility for the implementation of this Policy, and will cause its effectiveness to be monitored at regular intervals.

## **8 External Ombudsman Contact Details**

Telephone: 01322 421989,  
0845 055 8901 (24 hours)  
Fax: 0845 052 0773 (marked "Ombudsman")  
Mail: External Ombudsman, Keith Davis Neutral, Suite 100, 89 Commercial  
Road, Bournemouth, Dorset, BH2 5RR  
Email: keithdavis@universal-tyres.co.uk

## **6. ALTERATIONS AND MODIFICATIONS TO THE EMPLOYEE HANDBOOK**

The Company reserves the right to make reasonable alterations to this Handbook and to your terms and conditions of service. Minor changes of detail, such as to procedure may be done via a general notice to employees. Significant alterations will only be implemented following consultation with all affected employees.

Such changes will be implemented at the end of that notice period subject to any written objections having been lodged with your Reporting Manager.

**Universal Tyre Co (Deptford) Limited**

**ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE OF THE  
CONTENTS OF THE EMPLOYEE HANDBOOK  
("RETURN SLIP")**

This Employee Handbook and your contract of employment set out terms of your employment with the Company.

If they contain anything which you do not fully understand, then please contact the Employee Relations Consultant to discuss the matter as soon as possible.

Please sign and date at the foot of the copy of this Return Slip, and return it to your Reporting Manager within 5 days of receipt.

I hereby acknowledge receipt, and have read, the Employment Handbook issued to me on ..... and accept all of its provisions.

In particular, I hereby consent to the Company –

- (a) obtaining, retaining and processing personal data relating to myself in accordance with the Data Protection Act 1988 and
- (b) making lawful deductions from my salary and/or other remuneration as set out in my contract of employment and/or this Employee Handbook and/or as provided for by law

Signed .....

Date .....