



Ripon Select Foods Limited

EMPLOYEE HANDBOOK

OUR RULES AND POLICIES

OCTOBER 2010

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WELCOME TO RIPON SELECT FOODS LTD

INTRODUCTION

The success of any organisation and that of its employees depends very largely on the employees themselves, and so we look to you to play your part as we shall continue to play ours.

We provide equal opportunities and are committed to the principle of equality regardless of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability. We will apply employment policies which are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. You have a duty to assist us in implementing these policies to ensure that all employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment.

We will not condone any discriminatory act or attitude in the conduct of our business with the public or our employees. Acts of harassment or discrimination on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability are disciplinary offences.

We welcome you and express our sincere hope that you will be happy here in our team. We ask that you study carefully the contents of this employee handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

Your relationship with the Company is governed by the policies and procedures in this Handbook and by the terms and conditions in your contract of employment. Please take time to read both documents. If there is a conflict between the two, your contract of employment shall prevail.

This Handbook is divided into two parts:

SECTION 1 – COMPANY RULES

Section 1 sets out the Company rules, procedures and general information. To ensure that the Company is a safe, efficient and happy place to work it is very important that you obey the rules and always follow the set procedures.

SECTION 2 – POLICIES

Section 2 sets out the Company policies for dealing with things like discipline, grievances, maternity and stress etc. These policies are in place to help and protect you. Please try to familiarise yourself with them. The Company's policies are not contractual.

If you are unsure about anything mentioned in either this Handbook or your contract of employment, please contact The Administration Manager who will be delighted to help you.

We are very pleased that you have chosen to work for the Company and we hope that your time with us will be long, fulfilling and happy.

JULY 2009

SECTION 1 – COMPANY RULES

1 YOUR RESPONSIBILITIES

- 1.1 Whilst working for the Company your overriding responsibilities are:-
 - 1.1.1 To observe all safety rules and to act in a manner that ensures your own health and safety and the health and safety of others; and
 - 1.1.2 To act wholeheartedly in the best interests of the Company.
- 1.2 Any conduct that either puts your own health and safety at risk or the health and safety of others at risk will normally be treated as **gross misconduct**.
- 1.3 Any conduct that is detrimental to the best interests of the Company or its relations with customers/clients, suppliers or the general public will normally be treated as **gross misconduct**.
- 1.4 Your general duties include the following:-
 - 1.4.1 To work hard, conscientiously, safely and loyally on behalf of the Company.
 - 1.4.2 Not to be involved in any work or activity which is in competition with the Company or which might adversely affect the Company's best interests.
 - 1.4.3 To obey the reasonable and lawful instructions of the Company and to be flexible in helping the Company achieve its objectives.
 - 1.4.4 To produce work of the best possible quality.
 - 1.4.5 To respect and care for the Company's property.
 - 1.4.6 To obey strictly all Rules and Regulations relating to health and safety and report to your supervisor or manager any hazards to safe working arrangements.
 - 1.4.7 To comply with the Company's equal opportunities policy and to co-operate with it to ensure a working environment that is free from discrimination and prejudice and the fear of harassment or violence.
 - 1.4.8 Whilst working for the Company to devote all of your time and attention to your duties. You must not engage in any other business, activity or employment (either inside or outside your normal working hours) that interferes with this duty.
 - 1.4.9 To notify the Company at the earliest opportunity about any change in your personal circumstances such as your name, address or telephone number.

2 ATTENDANCE AND TIMEKEEPING

- 2.1 The Company expects excellent attendance and timekeeping.
- 2.2 Persistent lateness or repeated unauthorised absence will normally be treated as **gross misconduct**.
- 2.3 It is your responsibility to make sure that you are at work and ready to start work at your scheduled starting time.
- 2.4 If you are sick or injured and cannot attend work then you must comply with the Company's sickness/injury rules. The sickness/injury rules are set out at part 3 of this Handbook.
- 2.5 If you arrive at work late you must immediately report to your supervisor or manager.
- 2.6 If you need to leave work before your scheduled finish time you must obtain the prior authority of your supervisor or manager.
- 2.7 You are required to use the Company's signing in system correctly and:-
 - 2.7.1 immediately before you start your working day/shift;
 - 2.7.2 when you leave the site for a break or for any other reason;
 - 2.7.3 when returning to the site following any break during your working day/shift;
 - 2.7.4 at the end of your working day/shift.
- 2.8 Failure to use the Company's signing in system in accordance with these rules will normally be treated as **gross misconduct**.
- 2.9 Signing in is your responsibility. If you allow another person to sign in for you, or you sign in for someone else, your conduct will normally be treated as **gross misconduct**.
- 2.10 You must comply with any absence / Time recording procedures which may be introduced from time to time including any provisions required to ensure compliance with the Working Time Regulations 1998.

3 SICKNESS, INJURY AND SICK PAY

- 3.1 You are expected to be available to work during your normal working hours. You must make every effort to attend work.
- 3.2 If you cannot attend work you must comply with the following rules:-
 - 3.2.1 You must telephone your supervisor or manager at the earliest opportunity and no later than 30 minutes before your scheduled start time on or before your first day of absence. Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend). Preferably, you should not leave a message at reception or with a colleague. If you cannot make contact with your supervisor or manager you should try to speak to another supervisor or manager. You must state the reason for your absence and the date on which you expect to return to work.
 - 3.2.2 If you are unable to return to work on the date expected you must call your supervisor or manager again as outlined above.
 - 3.2.3 If your absence lasts for less than 8 calendar days, on your return to work you must complete an Absence Self-Certification (which is available from your supervisor or manager, or at reception) explaining the reason for your absence.
 - 3.2.4 If your absence lasts for 8 or more consecutive calendar days then you must:-
 - 3.2.4.1 Get a medical certificate (MED3) from your GP confirming your inability to attend work. This form must be sent to your supervisor or manager immediately.
 - 3.2.4.2 If you cannot return to work when your medical certificate expires, you must obtain another medical certificate from your GP and send it to your supervisor or manager immediately. Certificates are required to cover the total period of your absence.
 - 3.2.4.3 You must telephone your supervisor or manager at least one working day before you return to work so that arrangements can be made for your return.
 - 3.2.4.4 If your last medical certificate does not specify a date on which you can resume your duties before you return you must supply the Company with a medical clearance certificate confirming that you are fit to return to work.
- 3.3 If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter.
- 3.4 Any days of additional sickness/injury payments which qualify for SSP will be offset against SSP on a day to day basis. A deduction will be made in line with any other state benefits received if you are excluded or transferred from receiving SSP.
- 3.5 If you are entitled to any additional payments in excess of SSP and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it.
- 3.6 If you have been suffering from any infectious or contagious disease or illness you must not report for work without clearance from your own doctor.
- 3.7 Upon returning to work you may be interviewed for the purposes of ascertaining your well-being.
- 3.8 Submission of a medical certificate, although giving us the reason for your absence, is not always regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for

absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.

- 3.9 In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
- 3.10 We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
- 3.11 If we consider it necessary, we may ask your permission to contact your doctor or for you to be independently medically examined.
- 3.12 Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments in excess of SSP which we may have made to you on account of the absence shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party.

4 DENTISTS, DOCTORS, OPTICIANS AND OTHER APPOINTMENTS

- 4.1 Whenever possible such appointments should be made outside of working hours. There is no right to time off for non-emergency check-ups.
- 4.2 Where it is absolutely essential that such appointments are arranged during your working day, disruption must be kept to a minimum by arranging the appointment at the very start of the day or at the end of the day. Time off required for these purposes may be granted at the discretion of a Director and will normally be without pay unless:
 - 4.2.1 lost time is made up with the prior authority of your supervisor or manager;
 - 4.2.2 you take the time off as holiday in which case you will need to comply with the Company's holiday rules.

5 HOLIDAYS

- 5.1 Your annual holiday entitlement is set out in your contract of employment. A week, for the purposes of holiday calculation, is your normal working week excluding overtime.
- 5.2 Holiday entitlement for part time staff will be pro-rata to the number of days worked each week.
- 5.3 The two additional days of holiday entitlement awarded in the second year of service do not form part of the accrued holiday pay scheme and are paid whilst in employment at the time they are taken.
- 5.4 Where applicable to your department, you will be notified in advance of the Christmas shutdown period where you will be required to reserve five days of your annual entitlement to cover this.
- 5.5 Staff who, due to the lack of service, do not have sufficient paid holiday entitlement at the time of a holiday shutdown but wish to work, should make a formal request to Management, who will consider such requests in the light of operational requirements.
- 5.6 You are not entitled to carry forward any holidays from one holiday year to the next. No payments will be made in lieu of holiday not taken except in respect of your last year of employment as set out below.
- 5.7 Holidays must be arranged at the mutual convenience of both you and the Company. You must give the Company at least four weeks' notice of your intention to take holidays and one week's notice is required for odd single days. All applications for holiday must be made using the Company's HR holiday application form. Staff should complete form HR for all holiday requests and have it signed by your Departmental Manager before making any firm holiday arrangements. Production requires that only one Chargehand is off at any one time with a maximum of two people off at any one time, and only one Production Foreman off at any one time. You are only allowed to take holidays if the Company has approved them in advance.
- 5.8 You are not allowed to take more than 10 consecutive working days holiday unless you have obtained the express prior written permission of your supervisor or manager to do so.
- 5.9 The Company may object to you taking holiday on dates requested by you and/or on bank/public holidays if it is inconvenient to it. Holiday requests will be granted on a 'first come, first served' basis.
- 5.10 If you start or leave your employment during the holiday year you shall be entitled to pro rata annual entitlement for each week of service in that holiday year.
- 5.11 Upon termination of your employment you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement the Company shall be entitled to deduct the excess pay from your final salary payment.
- 5.12 The Company may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.
- 5.13 If you are ill while on holiday you will nevertheless be considered to be on holiday leave and not on sick leave.
- 5.14 Payment for Public/Bank holidays which are not required to be worked will not be made unless both your working day preceding and following the holiday (according to the roster) have been worked, except where these are part of an annual holiday or are covered by an authorised medical statement. Payment will only be made if you would normally have been contracted to work on the holiday.

6 ACCIDENTS

- 6.1 Absences resulting from accidents at work are treated as sickness absence and the Company's normal rules will apply to such absences (part 3, section 1).
- 6.2 All accidents and incidents (including near-miss incidents) must be reported to the appropriate manager/supervisor so that the cause can be ascertained, the control measures re-evaluated and action taken to prevent recurrence.
- 6.3 All accidents and incidents, no matter how minor, **must be recorded in the Accident Book.**
- 6.4 It is the responsibility of all employees to provide complete and accurate information to enable management to find out what went wrong, learn lessons and take action to prevent or reduce such accidents/incidents in the future.

7 SMOKING

7.1 Purpose

This policy has been developed to protect all employees, service users, customers and visitors from exposure to second-hand smoke and to ensure compliance with laws that ban smoking in public places (including workplaces). Laws banning smoking in public places (including workplaces) come/came in to effect on 26 March 2006 in Scotland, 2 April 2007 in Wales and 1st July 2007 in England.

Exposure to second-hand smoke, also known as passive smoking, increases the risk of lung cancer, heart disease and other illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not stop potentially dangerous exposure.

7.2 Policy

It is the policy of the Company that all of its workplaces are smoke-free and all employees have a right to work in a smoke-free environment.

Smoking is prohibited throughout the entire workplace with no exceptions. This includes Company vehicles. This policy applies to all employees, consultants, customers and visitors.

You may only smoke in the designated areas as notified to you.

7.3 Implementation

Overall responsibility for policy implementation and review rests with the Administration Manager. All staff are obliged to adhere to and to facilitate the implementation of the policy.

The person named above shall ensure that all existing employees, consultants and contractors are aware of the policy and of their role in the implementation and monitoring of the policy. They will also ensure that all new personnel are given a copy of the policy on recruitment or induction.

Appropriate 'No smoking' signs will be clearly displayed at or near the entrances to the premises and elsewhere around Company premises. Signs will also be displayed in Company vehicles that are covered by the new law.

7.4 Non-compliance

Non compliance with this policy and relevant law will be treated as a disciplinary offence.

8 INTERNET AND EMAIL

Introduction

- 8.1 The Company's computer system contains an e-mail facility, which is intended to promote effective communication on matters relating to the Company's business. The e-mail system should therefore be used for that purpose only. You have no right to privacy when using the Company's computer system. This means the e-mail system should not be used for spreading gossip or for personal gain or in breach of any of the Company's standard employment policies on issues such as sexual or racial harassment.
- 8.2 Messages sent on the e-mail system are to be written in accordance with the standards of any other form of written communication and the content and language used in the message must be consistent with best Company practice. Messages should be concise and directed to those individuals with a need to know. General messages to a wide group should only be used where necessary and ALWAYS use the blind carbon copy facility (BCC) to protect customer/client confidentiality.
- 8.3 Confidential information should not be sent externally and in some cases internally, by e-mail without express authority and unless the messages can be lawfully encrypted. All messages are stored and read on a daily basis.

Legal Action Against the Company

- 8.4 Messages sent over the e-mail system can give rise to legal action against the Company. Claims for defamation, breach of confidentiality or contract could arise from a misuse of the system. It is therefore vital for e-mail messages to be treated like any other form of correspondence and where necessary hard copies should be retained. You are also reminded that messages are disclosable in any legal action commenced against the Company relevant to the issues set out in the e-mail.

The Company's Rights

- 8.5 The Company reserves the right to retrieve the contents of all incoming and outgoing messages for the purpose of monitoring whether the use of the e-mail system is legitimate, when employees are off sick or on holiday, to find lost messages or to retrieve messages lost by computer failure, to assist in the investigations of wrongful acts or to comply with any legal obligation.
- 8.6 The Company reserves the right to monitor email messages sent and/or received and to monitor your usage of the Internet.

Security

- 8.7 If you are given access to the e-mail system you are responsible for the security of your terminal and you must not allow the terminal to be used by an unauthorised person.
- 8.8 You should therefore keep your personal password confidential and change it regularly. When leaving your terminal unattended or on leaving the office you should ensure you log off the system to prevent unauthorised users using your terminal in your absence.

Virus Protection

- 8.9 In order to prevent the introduction of virus contamination into the software system the following must be observed:-
- Unauthorised software must not be uploaded, downloaded or used.
 - All software must be virus checked using standard testing procedures before being used.

General Rules

- 8.10 Should you receive an e-mail message which has been wrongly delivered to your e-mail address you should notify the sender of the message by redirecting the message to that person but NOT in the case of SPAM which should be deleted immediately. Further in the event the e-mail message contains confidential information you must not disclose or use that confidential information. Should you receive an e-mail which contravenes this policy the e-mail should be brought to the attention of your supervisor or manager.
- 8.11 Misuse of the e-mail system in breach of these rules will be treated as misconduct.
- 8.12 Misuse of the e-mail system by transmission of any material in any of the following categories will constitute gross misconduct:
- 8.12.1 defamatory;
 - 8.12.2 offensive or obscene;
 - 8.12.3 untrue or malicious;
 - 8.12.4 discriminatory on grounds of race, sex, marital status, disability, sexual orientation, religion or religious belief & philosophical beliefs or age;
 - 8.12.5 personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
 - 8.12.6 on-line gambling;
 - 8.12.7 accessing or transmitting pornography;
 - 8.12.8 the Company's Confidential Information (as defined in your contract of employment); and
 - 8.12.9 protected copyright material.

Internet

- 8.13 If you are given access to the Internet you must use it for legitimate Company business only. Searching for or viewing or downloading web pages the content of which is offensive, obscene, discrimination will constitute gross misconduct.

9 JURY DUTY

- 9.1 Leave of absence will normally be granted to employees called for jury duty. If you receive a notice of jury duty you must notify your supervisor or manager as soon as possible in order that arrangements may be made to cover your position.
- 9.2 An employee on jury duty will be expected to work as much of his/her regularly scheduled work week as the jury duty schedule permits, to the extent that combined time on jury duty and at work does not exceed the number of hours he/she is normally scheduled to work during a normal working week (unless additional time is absolutely necessary and mutually agreed upon by the employee and Company).
- 9.3 If you hold a position crucial to the operation of the Company, or in the event that your absence from work over a long period of time could cause hardship to the Company, the Company may petition the jury selection committee to excuse you from jury duty. Also, you may personally petition to be excused from jury duty if jury duty would cause hardship to your family.
- 9.4 An employee serving on jury duty must present the official court cheque or other documentation of remuneration to their manager or supervisor so that arrangements for the payment of any difference between regular pay and jury duty compensation can be made. In no event will make-up pay exceed compensation for the number of hours the employee is normally scheduled to work during a given work week, and in any case payment will only be made to cover the period that the jury is expected to attend the court.

10 UNAUTHORISED ABSENCE

- 10.1 Any absence which does not comply with the provisions of your contract of employment relating to holidays or sickness or which has not been expressly authorised by the Company in advance shall be regarded as an unauthorised absence and treated as misconduct. If you fail to report for work for more than 7 consecutive days (unless you are ill and produce medical evidence to prove it or on approved holiday) the Company shall be entitled to assume that you resigned from your employment without notice with effect from your first day of unauthorised absence.

11 TELEPHONES (OFFICE & MOBILE)

- 11.1 Telephone calls of a personal nature are allowed only in the case of emergency and with the prior permission of Management.
- 11.2 Employees must not take their personal mobile telephones into any of the factory production areas and personal mobile telephones must be on 'silent' mode during working hours in all other areas. Employees should normally restrict personal mobile telephone calls and text messages to their rest breaks.
- 11.3 On an occasional basis you agree to be contacted outside working hours by the Company and/or clients and customers to assist with operational matters.
- 11.4 You may be provided with a mobile telephone in order to assist with the proper performance of your duties. The mobile telephone remains the property of the Company and the Company may withdraw its use and it must be returned to the Company on the termination of your employment. The mobile telephone is your responsibility and if it is lost you will be responsible for the replacement cost.
- 11.5 You are permitted to make and receive personal telephone calls on any mobile telephone issued to you but this must be kept to a minimum. If the Company considers that there has been improper use of the mobile telephone, you may be required to meet the cost of any calls that are not business related and such costs may be deducted from your remuneration.

Use Of Mobile Phones in Vehicles

- 11.6 It is unlawful to use a hand held mobile telephone when driving. Time spent waiting at traffic lights or in a traffic jam is still considered to be driving.
- 11.7 ALL employees who drive vehicles whilst carrying out their work will be required to comply with this law. If you do not comply, you will be subjected to disciplinary proceedings. Repeated breach of this policy will result in dismissal.
- 11.8 All employees must adhere to the Company's Mobile Phone Whilst Driving Policy.

12 DRESS CODE

- 12.1 Proper attire is necessary to maintain an image which reflects the Company's professionalism and high standards. It is important that dress is appropriate for the Company's environment.
- 12.2 Where overalls are provided, these must be worn at all times whilst at work and laundered on a regular basis. Where no overalls are provided, you should wear appropriate clothes relative to your job responsibilities, and they should be kept clean and tidy at all times.
- 12.3 If you arrive at work inappropriately dressed we reserve the right to require you to go home and get changed and not to pay you in respect of any time lost.

13 SEARCH

- 13.1 The Company reserves the right to randomly search you and any of your property (including vehicles) held on the Company's premises at any time. These searches are random and do not imply suspicion in relation to any individual. You may be asked to remove the contents of your pockets, bags, vehicles, etc.
- 13.2 Personal searches will be carried out by security and/or management as appropriate. Searches will be conducted with your consent and in the presence of at least one agreed witness.
- 13.3 The Company reserves the right to invite the police to obtain a warrant to search the Company's premises and/or people suspected of possession of stolen or other illegal goods or substances or whom are suspected of committing or having committed any other criminal act.

14 PROBATIONARY PERIOD

- 14.1 You join us on an initial probationary period of thirteen weeks. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.
- 14.2 We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

15 TRAINING

- 15.1 At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business. As necessitates the Company, you may be required to attend external courses relevant to your employment from time to time.

16 PERFORMANCE AND REVIEW

- 16.1 It is the Company's policy to continuously monitor your work performance so that it can maximise your strengths, and help you improve any possible weaknesses.

17 JOB FLEXIBILITY

- 17.1 It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential from our work force.

18 MOBILITY

- 18.1 Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other sites. This flexibility is essential to the smooth running of our business.

19 WAGES & SALARIES

Payment

- 19.1 Monthly paid staff are paid by the 15th of each month, covering that month.
- 19.2 For salaried staff the pay month is the calendar month. Basic salaries are paid by the 25th day of the current month.
- 19.3 Overtime payments are paid one month in arrears.
- 19.4 You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. Income Tax, National Insurance etc.
- 19.5 Any queries which you may have e.g. incorrect payment, shortages, errors in deductions etc. should firstly be raised with your Manager.
- 19.6 Timesheets must be completed in full on a weekly basis and authorised by your Manager. Failure to comply with this may result in the delayed or inaccurate payment of your wages.

Overpayments

- 19.7 If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

Income Tax and National Insurance

- 19.8 At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them if making enquiries with the Inland Revenue or DSS, or if completing a self-assessment form.

20 TRAVEL EXPENSES

- 20.1 We will reimburse you for reasonable costs involved whilst travelling on our business, details of which will be issued separately.

21 STATEMENTS TO THE MEDIA

- 21.1 Any statements to reporters from newspapers, radio, television, etc. will be given only by a Director.

22 HOUSEKEEPING

- 22.1 Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

23 REST ROOM

- 23.1 The Company provide a rest room for your use, which must be kept clean and tidy at all times. It may only be used during authorised work breaks.

24 HYGIENE FOR FOOD HANDLERS

- 24.1 Head coverings and overalls/uniforms, where provided, must be worn at all times, as per the health and hygiene policy.
- 24.2 Any cut or burn on the hand or arm must be covered with a suitable approved dressing.
- 24.3 No jewellery should be worn, other than plain rings, as per the jewellery policy.
- 24.4 You should not wear excessive amounts of make-up, perfume or nail varnish, or other items as defined in the health and hygiene policy.
- 24.5 If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.
- 24.6 Any contact with persons suffering from an infectious or contagious disease must be reported before commencing work, and if working with or near foodstuffs, you must have clearance from your own doctor.

25 CHANGES IN PERSONAL DETAILS

- 25.1 You must notify us of any change of name, address, telephone number etc., in order that we can maintain accurate information on our records, and make contact with you in an emergency, if necessary, outside normal working hours. Form CPD is available from reception for you to complete and forward to your Manager.

26 OTHER EMPLOYMENT

- 26.1 If you already have any other employment or are considering any additional employment you must notify the Company so that it can discuss any implications arising from the current working time legislation.

27 COMMUNICATIONS

- 27.1 The Company will try to keep you informed about items of interest by means of its notice board. You should use this, if you wish (with permission), to promote any particular item of interest to other employees.

28 EMPLOYEES' PROPERTY

- 28.1 The Company do not accept any liability for any loss of, or damage to, property which you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

29 PARKING

- 29.1 To avoid congestion all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to vehicles, however it may be caused.

30 SPEED LIMITS

- 30.1 Site speed limit rules must be observed at all times.

31 MAIL

- 31.1 All mail received by the Company will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of the Company's address. No private mail may be posted at the Company's expense.

32 BUYING OR SELLING OF GOODS

- 32.1 You are not allowed to buy or sell goods on your own behalf on Company premises.

33 COLLECTIONS FROM EMPLOYEES

- 33.1 Unless specific authorisation is given by Management, no collections of any kind are allowed on Company premises.

34 FRIENDS AND RELATIVES CONTACT

- 34.1 You should discourage your friends and relatives from either calling on you in person or by telephone except in the case of emergency.

35 CASH HANDLING

- 35.1 If your job requires that you handle cash you should exercise caution and security and hand the money into the Company as quickly as possible.

36 PETTY CASH

- 36.1 All petty cash transactions must have the prior authorisation of a Manager or Director.

37 COVER ARRANGEMENTS

- 37.1 It is your duty to ensure that your Supervisor or Manager is notified in advance if you either stand in for another employee or if someone stands in for you. The Company must be aware of those employees at work.

38 TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

- 38.1 If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to the additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment.

39 RETURN OF VEHICLES

- 39.1 On termination of your employment you must return your company vehicle to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

40 RETURN OF COMPANY PROPERTY

- 40.1 On the termination of your employment you must return all Company property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

SECTION 2 – POLICIES

1 DISCIPLINARY POLICY

Purpose and scope

- 1.1 This policy is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. The company rules this procedure apply to all employees/workers. The aim is to ensure consistent and fair treatment for all in the organisation.

Principles

- 1.2 Informal action will be considered, where appropriate, to resolve problems.
- 1.3 No disciplinary action will be taken against an employee until a reasonable investigation of the allegations has been undertaken.
- 1.4 The employee will be advised of the nature of the complaint against him or her and will be given the opportunity to state his or her case before any decision is made at a disciplinary meeting.
- 1.5 Employees will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting. Witness statements may be, in appropriate circumstances, anonymised.
- 1.6 At all stages of the procedure the employee will have the right to be accompanied by a trade union representative, or work colleague.
- 1.7 No employee will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice.
- 1.8 An employee will have the right to appeal against any disciplinary action.
- 1.9 The procedure may be implemented at any stage if the employee's alleged misconduct warrants this.

The Procedure

First stage of formal procedure

- 1.10 This will normally be either:

- *an improvement note for unsatisfactory performance* if performance does not meet acceptable standards. This will set out the performance problem, the improvement that is required, the timescale, any help that may be given and the right of appeal. The individual will be advised that it constitutes the first stage of the formal procedure. A record of the improvement note will be kept for twelve months, but will then be considered spent – subject to achieving and sustaining satisfactory performance.

or

- *a first warning for misconduct* if conduct does not meet acceptable standards. This will be in writing and set out the nature of the misconduct and the change in behaviour required and the right of appeal. The warning will also inform the employee that a final written warning may be considered if there is no sustained satisfactory improvement or change.

Final written warning

- 1.11 If the offence is sufficiently serious, or if there is further misconduct or a failure to improve performance during the currency of a prior warning, a final written warning may be given to the employee. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal (or some other action short of dismissal) and will refer to the right of appeal. A copy of this written warning will be kept by the supervisor but will be disregarded for disciplinary purposes after twelve months subject to achieving and sustaining satisfactory conduct or performance.

Dismissal or other sanction

- 1.12 If there is still further misconduct or failure to improve performance the final step in the procedure may be dismissal or in appropriate cases, some other action short of dismissal such as demotion, disciplinary suspension with no pay or transfer. Dismissal decisions can only be taken by the appropriate manager with the authorisation of a director, and the employee will be provided in writing an outline of the reasons for dismissal, the date on which the employment will terminate, and the right of appeal.
- 1.13 If some sanction short of dismissal is imposed, the employee will receive details of the complaint, will be warned that dismissal could result if there is no satisfactory improvement in the future, and will be advised of the right of appeal.

Gross misconduct

- 1.14 The following list provides some examples of offences which are normally regarded as gross misconduct:

- Theft, dishonesty, falsification of documents or fraud;
- Physical violence/intimidation/aggressive behaviour or bullying;
- Deliberate/wilful negligent damage to property;
- Serious misuse of an organisation's property or name;
- Deliberately accessing internet sites containing pornographic, inappropriate, offensive or obscene material
- Serious insubordination;
- Unauthorised absence;
- Failing to follow a reasonable management instruction;
- Unlawful discrimination or harassment;
- Bringing the organisation into serious disrepute;
- Serious incapability at work brought on by alcohol or illegal drugs;
- Causing loss, damage or injury through serious negligence;
- A serious breach of health and safety rules;
- A breach of trust & confidence.

- 1.15 If you are accused of an act of gross misconduct, you may be suspended from work on full pay, whilst the alleged offence is investigated. If, on completion of the investigation and the full disciplinary procedure, the organisation is reasonably satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

Appeals

- 1.16 An employee who wishes to appeal against a disciplinary decision must do so within five working days. A nominated director will hear the appeal and his/her decision is final.

2 GRIEVANCE POLICY

Dealing with grievances informally

- 2.1 If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your manager. You may be able to agree a solution informally between you.

Formal grievance

- 2.2 If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to your manager. You should stick to the facts and avoid language that is insulting or abusive. Where your grievance is against your manager and you feel unable to approach him or her you should talk to another manager or the owner.

Grievance hearing

- 2.3 Your manager will call you to a meeting, normally within 5 days, to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request. After the meeting the manager will give you a decision in writing, without reasonable delay.

Appeal

- 2.4 If you are unhappy with your manager's decision and you wish to appeal you should let your manager know. You will be invited to an appeal meeting, normally within 5 days, and your appeal will be heard by a more senior manager (or the company owner). You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.
- 2.5 After the meeting the manager (or owner) will give you a decision, without reasonable delay. The manager's (or owner's) decision is final.

Mediation

- 2.6 In addition, where appropriate and at any stage of the process, either party can request that the matter is subject to mediation, including the use of external third party mediators in an attempt to reach a mutually agreeable outcome.

3 EQUAL OPPORTUNITIES POLICY

- 3.1 The Company is an equal opportunity employer. We are committed to ensuring within the framework of the law that our workplaces are free from unlawful or unfair discrimination because of Protected Characteristics as defined by the Equality Act 2010. We have adopted this policy as a means of helping to achieve these aims.
- 3.2 The Protected Characteristics are –
- Age
 - Disability
 - Gender Reassignment
 - Race
 - Religion or Belief
 - Sex
 - Sexual Orientation
 - Marriage and Civil Partnership
 - Pregnancy and Maternity
- 3.3 We aim to ensure that our employees achieve their full potential and that all employment decisions are taken without reference to irrelevant or discriminatory criteria.

What is discrimination?

- 3.4 **Direct discrimination** – when someone is treated less favourably than another person because of a Protected Characteristic.
- 3.5 **Associative discrimination or discrimination by association** – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.
- 3.6 **Discrimination by perception** – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.
- 3.7 **Indirect discrimination** - occurs where an individual's employment is subject to an unjustified provision criterion or practice which eg one sex or race or nationality or age group finds more difficult to meet, although on the face of it the provision, criterion or practice is 'neutral'.
- 3.8 **Harassment** – unwanted conduct related to a relevant protected characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. Employees may complain of such offensive behaviour even if it is not directed towards them personally.
- 3.9 **Harassment by a third party** – harassment of employees by third parties such as customers or clients.
- 3.10 **Victimisation** – when an employee is treated less favourably because they have made or supported a complaint or raised a grievance under the Equality Act 2010 or are suspected of doing so.

Commitment

- 3.11 We are committed to ensuring that all of our employees and applicants for employment are protected from unlawful discrimination in employment.
- 3.12 Recruitment and employment decisions will be made on the basis of fair and objective criteria.
- 3.13 Person and job specifications shall be limited to those requirements which are necessary for the effective performance of the job.

- 3.14 Interviews will be conducted on an objective basis and personal or home commitments will not form the basis of employment decisions except where necessary and relevant.
- 3.15 All employees have a right to equality of opportunity and a duty to implement this policy. Discrimination is a serious disciplinary matter which will normally be treated as gross misconduct.
- 3.16 Anyone who believes that he or she may have been disadvantaged on discriminatory grounds should raise the matter through the Company's grievance procedure.

4 HARASSMENT POLICY

- 4.1 Harassment pollutes the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other employees not themselves the object of unwanted behaviour who are witness to it or who have knowledge of the behaviour. All employees are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct. Harassment is a disciplinary offence and it will normally be treated as gross misconduct.
- 4.2 Harassment is either:
- 4.2.1 Unwanted conduct related to a relevant Protected Characteristic which affects the dignity of men or women at work; or
 - 4.2.2 Bullying of colleagues by intimidatory behaviour; or
 - 4.2.3 Unfavourable conduct at work, whether verbal or non-verbal, towards someone based on a Protected Characteristic which could affect his/her dignity at work.
- 4.3 A single incident can amount to harassment if sufficiently grave.
- 4.4 Examples of harassment include:
- 4.4.1 Insensitive jokes and pranks.
 - 4.4.2 Lewd comments about appearance.
 - 4.4.3 Unnecessary body contact.
 - 4.4.4 Displays of sexually offensive material, e.g. Pin-ups.
 - 4.4.5 Repeated instances of minor harassment acts.
 - 4.4.6 Requests for sexual favours.
 - 4.4.7 Speculation about a person's private life and or sexual activities.
 - 4.4.8 Threatened or actual violence.
 - 4.4.9 Threat of dismissal, loss of promotion, etc. for refusal of sexual favours.
 - 4.4.10 Jokes about a person being either too old or too young to do a job properly.
 - 4.4.11 Age related jokes.
- 4.5 Bullying is defined as any form of physical or verbal attack and/or threat of such, or the abuse of position, in order to attack or undermine the confidence or ability of another, or to place another employee under unreasonable pressure or subjecting another to detrimental treatment, by either act or omission.
- 4.6 Employees may complain of behaviour that they find offensive even if it is not directed at them personally and they do not personally possess the relevant Protected Characteristic.
- 4.7 Employees are also protected from harassment related to Discrimination by Perception and Associative Discrimination.
- 4.8 Where harassment arises from people not directly employed by the Company, eg customers or clients, such complaints will be taken seriously and will be pursued with the third party concerned, exercising whatever sanctions are available.
- 4.8 Anyone who believes that he or she may have been the victim of harassment should raise the matter through the Company's grievance procedure.

5 EQUAL PAY POLICY

- 5.1 The Company is committed to the principle of equal pay for men and women. In this context “pay” includes not only remuneration but also other benefits of employment such as promotion and training opportunities and access to facilities provided within the employment package from time to time.
- 5.2 We are committed to introducing and maintaining pay systems, based on objective criteria and free from sex bias.
- 5.3 Women and men employed by us are entitled to equal pay if they are undertaking work which is substantially similar or is of equal value to the organisation unless there are specific and clear reasons unconnected with their sex which explain and justify any differential in pay. In some cases individuals carrying out similar work may receive different salaries because of seniority, incremental points, qualifications and other such factors.
- 5.4 You should raise any query or grievance concerning your pay and its evaluation in accordance with the Company’s grievance procedure.

6 DIGNITY AT WORK POLICY

- 6.1 The Company aims to ensure that all its employees have dignity at work. That means that there are some types of behaviour that are unacceptable which will include the following:
- 6.1.1 being offensive, abusive, malicious, insulting or intimidating to a fellow employee; or
 - 6.1.2 engaging in unjustifiable criticism towards a fellow employee; or
 - 6.1.3 imposing a punishment upon a fellow employee without reasonable justification; or
 - 6.1.4 changing an employee's duties or responsibilities to his or her detriment without reasonable justification.
- 6.2 This policy applies to all employees, regardless of their rank or seniority. Breach of this policy will be treated as misconduct.
- 6.3 If you feel that your dignity at work has been compromised you should raise the matter through the Company's grievance procedure.

7 STRESS POLICY

- 7.1 Life and work have become much busier in recent times. There seems to be too much to do and too little time to do it in. As a consequence, more employees are experiencing stress at work.
- 7.2 Stress at work can come about for a variety of reasons. It may be excessive workload, unreasonable expectations, or overly-demanding work colleagues. As a reasonable Company, we try to ensure that you are in a pleasant working environment and that you are as free from stress as possible.
- 7.3 If you experience unreasonable stress which you think may be caused by work you should raise your concerns through the Company's grievance procedure.
- 7.4 Managers, when performing risk assessments on the activities of their department, will pay special attention to potential risks from stress and signs of stress at work will be noted.
- 7.5 The Company (if deemed appropriate) will offer an employee assistance scheme which will offer confidential and individual counselling to employees who may need it.
- 7.6 Any employee with clear stress-related problems shall receive (if requested) appropriate counselling and help from the Company (employee) assistance scheme but it is understood that this is not an alternative to looking at the cause of the stress and, if work-related, seeking to alter the structure and working arrangements of the job.
- 7.7 Following action to reduce the risks, they shall be reassessed. If the risks remain unsustainable by the employee concerned, efforts shall be made to reassign that person to other work for which the risks are assessed as tolerable.

8 RELATIONSHIPS AT WORK

- 8.1 This policy covers all employees of the Company. It is intended to provide guidance in areas where personal relationships overlap with working relationships and is intended to ensure that individual members of staff are not open to allegations of impropriety, bias, abuse of authority or conflict of interest. It is also intended to set out employees' rights and responsibilities to one another.
- 8.2 The Company values the integrity of professional relationships between its employees and in order that the Company's business is conducted in a professional manner and perceived to be conducted in a professional manner it is necessary to distinguish between, and take account of, personal relationships which overlap with professional ones.
- 8.3 In the context of this policy, a personal relationship is defined as:-
- 8.3.1 a family relationship; or
 - 8.3.2 a sexual/romantic relationship.
- 8.4 Both the Company and any employees who are in personal relationships with any other Employee shall take all reasonable steps to ensure that personal relationships neither advantage nor unfairly disadvantage those involved.
- 8.5 If an Employee becomes involved in a personal relationship with a fellow employee, it is the responsibility of both individuals to deal appropriately with any potential conflicts of interest. Ideally, such relationships should be reported, in confidence, to a Director or the Administration Manager, particularly where the relationship is between a manager and his/her subordinate.
- 8.6 Employees should take care that financial, familial or personal relationships entered into on a consensual basis do not advantage or unfairly disadvantage any member of staff or other individuals.
- 8.7 Employees involved in personal relationships should exercise due regard for the professional nature of the workplace and behave in a professional manner at all times paying due consideration to colleagues, customers and clients.
- 8.8 Where a personal relationship exists between employees who are in a management or supervisory relationship at work they must not be involved in recruitment, selection, appraisal, promotion or in any other management activity or process involving the other party whereby there may be a conflict of interest or perceived conflict of interest as a result of the personal relationship. In such circumstances the relevant manager, senior manager or director should be informed and will, where appropriate, make alternative arrangements and confirm them in writing. The relevant manager, senior manager or director will treat these matters in confidence.
- 8.9 If there is any inequality or perceived inequality in the relationship, extra care should be taken and employees' attention is drawn to the sexual harassment policy. Sexual harassment is defined as "any form of unwanted verbal, non-verbal or physical conduct of a sexual nature which occurs with the purpose or effect of violating the dignity of a person, in particular when creating an intimidating, hostile, degrading, humiliating or offensive environment". Employees involved in personal relationships at work should ensure that any such relationships are fully consensual and are not and cannot be perceived as an exploitation of one party's position in relation to another.
- 8.10 Any employee who is, or who has been, involved in a sexual/romantic relationship with another member of staff, and who does not consider their involvement to be truly consensual, will have the right to complain under the Company's harassment policy / grievance procedure.

- 8.11 Applicants for employment within the Company will be asked to declare whether they are in a personal relationship with any existing employee of the Company. The existence of a relationship between an applicant and an employee will not bar anyone from applying to the Company for employment, but relationships must be declared at the outset.
- 8.12 External and internal applicants for posts will be asked to declare relevant personal relationships when applying for the post to ensure that the member of staff they are related to / in a relationship with, has no involvement in the application process.
- 8.13 Managers and staff who are uncertain about whether they should take action regarding a personal relationship (whether their own or someone else's relationship that is affecting them) are invited to seek guidance in confidence from a Director or the Administration Manager.
- 8.14 Employees should be aware that a breach of this policy could lead to disciplinary action being taken.

9 MATERNITY POLICY

- 9.1 You are entitled to maternity leave, pay and other conditions, in accordance with the current statutory provisions. If you become pregnant you should notify a Director or the Administration Manager so that your statutory entitlements and obligations can be explained to you.

10 PATERNITY LEAVE POLICY

- 10.1 Subject to meeting the required qualifications, paternity leave and paternity pay are available to employees who are the father of a new born child or the spouse or partner of the mother or adoptive parent. You should notify a Director or the Administration Manager so that your statutory entitlements and obligations can be explained to you.
- 10.2 **Newborn children**; paternity leave and pay applies to employees whose child was born on or after 6 April 2003
- 10.3 **Adopted children**; paternity leave and pay applies to employees who receive notice from an approved adoption agency that a match with a child (under 18) has been made and placement started on or after 6 April 2003.

11 ADOPTION LEAVE POLICY

- 11.1 Adoption leave and pay is available to individuals who adopt or one member of a couple where a couple adopt jointly.
- 11.2 Both paid adoption leave and paid paternity leave will be available to employees who qualify where an approved adoption agency notified the adopter of a match with a child on or after 6 April 2003. You should notify a Director or the Administration Manager so that your statutory entitlements and obligations can be explained to you.

12 PARENTAL LEAVE POLICY

- 12.1 The Company recognises the importance of balancing our working lives with home and family commitments.
- 12.2 In line with the Company's policy to adapt to developments in employment law you should discuss your needs with a Director or the Administration Manager, who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

13 TIME OFF FOR DEPENDANTS POLICY

- 13.1 The Company recognises that situations arise where you need to take time off work to deal with an emergency involving someone who depends on you. Provided the reasons for such a request are genuine and you inform the Company as soon as possible that you need this time off, you will be allowed reasonable **unpaid** time off work to deal with such emergencies.

Dependants

- 13.2 Your husband, wife or partner, child or parent, or someone living with you as part of your family can all be considered as depending on you. Others who rely solely on you for help in an emergency may also qualify. For further detail as to who counts as depending on you and guidance on individual circumstances, please speak to the Administration Manager.

The Emergency

- 13.3 The right to time off only covers emergencies. If you know in advance that you're going to need time off, you may be able to arrange this with the Company by taking another form of leave, such as parental, maternity, paternity or adoption leave.
- 13.4 For these purposes, an emergency is an unexpected situation that arises where someone who depends on you:
- 13.4.1 is ill and needs your help
 - 13.4.2 is involved in an accident or assaulted
 - 13.4.3 needs you to arrange their longer term care
 - 13.4.4 needs you to deal with an unexpected disruption or breakdown in care, such as a childminder or nurse failing to turn up
 - 13.4.5 goes into labour
- 13.5 You can also take time off if a dependent dies and you need to make funeral arrangements or attend the funeral.

Length of Time Off

- 13.6 You can only take off as long as it takes to deal with the immediate emergency. For example, if a dependent is ill you can take enough time off to deal with their initial needs, such as taking them to the doctor and arranging for their care. You cannot take time off work to provide that care yourself and will need to make alternative arrangements for their longer term care. If you want to stay off work longer to care for them yourself you will normally need to take this as part of your annual leave entitlement.
- 13.7 As a general benchmark, no more than a day should be necessary.

Notice

- 13.8 You must tell the Company as soon as possible why you are away from work and how long you expect to be off. In extreme cases of emergency where you cannot inform the Company of your absence before your return to work, on your return you should still inform your supervisor or manager why you were absent.

14 FLEXIBLE WORKING POLICY

- 14.1 Subject to meeting the required statutory qualifications, you may make a formal written request for flexible working. You should notify a Director or the Administration Manager so that your statutory entitlements and obligations can be explained to you and the procedure to be followed.

15 HEALTH AND SAFETY AT WORK POLICY STATEMENT

- 15.1 The Company recognises that it has a legal duty of care towards protecting the Health and Safety of its employees and others who may be affected by the Company's activities. Please refer to the policy statement in your Health & Safety Handbook or as displayed on notice boards around the site.

16 ALCOHOL AND DRUG ABUSE POLICY

- 16.1 You must not drink alcohol on the Company's premises or the premises of its customers or clients.
- 16.2 Any employee who is found consuming alcohol on the Company's premises or the premises of its customers and clients or is found to be intoxicated at work will normally face disciplinary action on the ground of gross misconduct under the Company's disciplinary procedure.
- 16.3 Existing and prospective employees may be asked to undergo a medical examination, which will seek to determine whether he/she has taken a controlled drug or has an alcohol abuse problem.
- 16.4 A refusal to give consent to such an examination or a refusal to undergo the screening will result in the immediate withdrawal of any offer made to prospective employees and will normally be treated as gross misconduct for employees.
- 16.5 The possession, use or distribution of drugs for non-medical purposes on the Company's premises is strictly forbidden and a gross misconduct offence.
- 16.6 If you are prescribed drugs by your doctor which may affect your ability to perform your work you should discuss the problem with your supervisor or manager.
- 16.7 If the Company suspects there has been a breach of this policy or your work performance or conduct has been impaired through substance abuse, the Company reserves the right to require you to undergo a medical examination to determine the cause of the problem.
- 16.8 If you refuse to undergo a medical examination in such circumstances your refusal will normally be treated as gross misconduct.
- 16.9 If, having undergone a medical examination, it is confirmed that you have been positively tested for a controlled drug, or you admit there is a problem, the Company reserves the right to suspend you from your employment (with or without pay) to allow the Company to decide whether to deal with the matter under the terms of the Company's disciplinary procedure and/or to require you to undergo treatment and rehabilitation.
- 16.10 The Company reserves the right to search you or any of your property held on Company premises at any time if there are reasonable grounds to believe that this policy is being or has been infringed or for any other reason. If you refuse to comply with these search procedures, your refusal will normally be treated as gross misconduct.

- 16.11 The Company reserves the right to inform the police of any suspicions it may have with regard to the use of controlled drugs by its employees on the Company's premises.

17 BEREAVEMENT POLICY

- 17.1 It is the policy of the Company to grant all employees one day bereavement time off without loss of pay when a death occurs in an employee's immediate family (i.e. mother, father, wife/husband, live in partner, sister, brother, daughter, son or grandchildren). An employee will not be eligible to receive paid bereavement time-off benefits while off or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.

18 DATA PROTECTION POLICY

- 18.1 The Data Protection Act relates to the handling of all data including employee information as well as client or customer related data. Data under the Act breaks down into two categories - ordinary personal data and sensitive personal data. The Act requires the Company to take additional steps to protect sensitive personal data.

What Sensitive Personal Data Do We Hold?

- 18.2 The Company believe that the vast majority of the information which it holds is not considered (under the terms of the Act) to be sensitive personal data. The Company believe that the only exceptions to this are:
- 18.2.1 racial or ethnic origin - which we hold for the purposes of equal opportunity monitoring;
 - 18.2.2 pre-employment health questionnaire and other information relating to your health and sickness absence - which the Company holds so it can monitor and control sickness absence and ensure that it can pay you sick pay; and
 - 18.2.3 any disciplinary or other records to the extent that they relate to criminal offences. For example, this would include criminal offences which you disclosed when you applied for a job with the Company (and which are not exempt from disclosure under the Rehabilitation of Offenders Act) and data created in the event of allegations being made against employees that involve or could involve a criminal offence, such as theft.
- 18.3 Subject to some exceptions, the Data Protection Act requires the Company to obtain your explicit consent to hold and process sensitive personal data. Without this consent the Company will not be able to process this data which would for example potentially produce the result that the Company could not pay you if you were off sick.

What Other Personal Data Do We Hold About You?

18.4 In general terms, the Act entitles you, on making a written request and paying the required fee, to obtain access to the data that the Company holds and processes about you. Precise details of what data the Company holds will vary from person to person. Broadly, however, the types of data that the Company will hold and process about you will include:

18.4.1 Personal Details

- 18.4.1.1 Title, Name, Address - for contact purposes;
- 18.4.1.2 Home and mobile phone numbers (if supplied) - for contact purposes;
- 18.4.1.3 National Insurance number - for payroll processing and tax purposes;
- 18.4.1.4 Date of birth and age - in order to address benefit related queries where age is a relevant factor and for the purpose of applying our retirement policy;
- 18.4.1.5 Emergency contact (possibly next of kin) details - for emergency contact purposes and for administration of flexible benefits; and
- 18.4.1.6 Marital status - in order to address benefit related queries where marital status may be a factor and for tax purposes.
- 18.4.1.7 Bank details for payment purposes.
- 18.4.1.8 Occupation health records for occupational health monitoring purposes.
- 18.4.1.9 Copies of driving licences and insurance details if applicable.

18.4.2 Employment record

- 18.4.2.1 Start date and length of service - for processing and informational purposes and so as to determine employment rights and eligibility for some benefits;
- 18.4.2.2 Employment history - in order to monitor career development;
- 18.4.2.3 Holiday entitlement - for payroll processing and informational purposes;
- 18.4.2.4 Pension scheme member - in order to respond to enquiries;
- 18.4.2.5 Health and safety roles - if applicable;
- 18.4.2.6 Accidents at work - if applicable for health and safety reasons; and
- 18.4.2.7 Any current disciplinary warnings.

19 VEHICLE POLICY & USE OF MOBILE PHONE POLICY

General

- 19.1 Employees are notified individually if they are entitled to use a company vehicle for the better performance of their duties. Company vehicles are provided as a tool of your trade and not as a benefit. Such entitlement is subject to the following terms and conditions of this policy. In the event of an Employee failing to comply with the obligations under this policy, the Company shall be entitled, at its sole discretion, to withdraw or limit the use of the company vehicle so provided without giving any reason and without compensation.

Choice of vehicle

- 19.2 The Company reserves the right to decide by what means company vehicles will be provided (e.g. by lease or purchase).
- 19.3 The Company will determine the make and model of vehicle to be provided and reserves the right to change the make and model of such vehicle at its sole discretion.
- 19.4 The arrangements for the purchase or lease of vehicles will be for the Company to decide in the circumstances.

Running and Other Costs

- 19.5 The Company will pay/arrange for company vehicles provided to be comprehensively insured and taxed.
- 19.6 Employees are responsible for ensuring that their company vehicles are kept clean (both inside and out) and are maintained in a roadworthy condition. The Company will reimburse all reasonable servicing and maintenance costs properly incurred (excluding car valet or car wash charges) on the production of garage receipts.
- 19.7 Petrol costs incurred on the Company's business will be reimbursed and should be recovered as expenses in the normal way. Copies of garage receipts must be provided to the Company. Credit Card receipts alone will not suffice.

Employee Obligations

- 19.8 Employees provided with a company vehicle are required to comply with the following requirements, which are conditions of entitlement to the use or benefit of a company vehicle:-
- 19.8.1 to take reasonable care of the vehicle and to keep it in a clean condition;
- 19.8.2 to keep the vehicle in a roadworthy condition and to take appropriate action to remedy any faults;
- 19.8.3 to report at the earliest opportunity to the Company any damage to the vehicle or any accident arising from its use, regardless of how such damage or accident occurred. Failure to do so may lead to loss of insurance cover for such damage or accident, in which event the Employee will be liable to indemnify the Company for such loss;
- 19.8.4 to report at the earliest opportunity any incident concerning the police which arises from the use of the company vehicle;
- 19.8.5 to comply with the provisions and conditions of any policy of insurance relating to the vehicle and the Company's requirements in respect of assisting with insurance claims or investigations into accidents, damage or police enquiries arising from the use of the company vehicle. The employee is responsible for the above matters, even if not personally driving the company vehicle at the relevant time. No person other than the authorised employee is allowed to drive the vehicle unless they have the written permission of the Company.

Accidents

- 19.9 If, for whatever reason, an employee ceases to hold a valid driving licence and should thereby be unable to carry out the employment properly and effectively or attend for work (as the case may be), then in the absence of suitable alternative employment being available the employee may be liable for dismissal.

Criminal Proceedings

- 19.10 In the event of either the employee or the Company becoming involved in criminal proceedings in connection with the employee's use of the company vehicle, the employee will be responsible for all parking fines and charges, costs, fines, criminal compensation and any other similar liability connected with or arising from such criminal proceedings. In the event of the Company initially paying some of the above liabilities, the employee will reimburse such sums within 28 days, in default of which the employee agrees that such sums may be deducted from the employee's salary. These provisions also apply to an employee where such fines and other liabilities have been incurred by any other person who has used the vehicle.

Termination of Employment

- 19.11 Where any employee is summarily dismissed or is not required by the Company to work out the notice period (regardless of who gave notice), the employee will be obliged to return the company vehicle on the last day of work in accordance with the Company's instructions and shall not be entitled to any further use or benefit of the vehicle or to any monetary value in lieu thereof.
- 19.12 The Company may, at its sole discretion, agree to the employee's continued use or benefit of a company vehicle after the last day at work. Such permission will be given in writing specifying the terms and conditions of such continued use or benefit.
- 19.13 You shall inform the Company immediately if you are convicted of any offence under road traffic legislation in the United Kingdom or elsewhere. If you are disqualified from driving for any period the Company reserves the right to dismiss you, provided driving is an essential requirement of your job.

Use of Mobile Phones in Vehicles

- 19.14 As part of our overall health and safety policy, the Company is committed to reducing the risks which its staff face and create when driving or riding for work. The Company asks its entire staff to play their part, whether they use a company vehicle, their own or a hire vehicle. Staff driving for work must never make or receive calls on hand-held mobile phone while driving. Persistent failure to do so will be regarded as a serious matter. You must be in proper control of your vehicle at all times while driving; driving carelessly or dangerously will not be tolerated and will be treated as a serious matter.

Senior Managers must:

- Lead by example, both in the way they drive themselves and by not tolerating poor driving practice among colleagues.

Managers must ensure that:

- they also lead by personal example
- they do not expect staff to answer calls when they are driving
- staff understand their responsibilities not to use a hand-held mobile phone while driving
- staff plan journeys to include rest stops which also provide opportunities to check messages and return calls
- work practices do not pressurise staff to use a mobile phone while driving
- they follow the Company's monitoring, reporting and investigation procedures to help learn lessons which could help improve the Company's future road safety performance
- they challenge unsafe attitudes and behaviours, encourage staff to drive safely.

Staff who drive for work must:

- never use a hand-held phone while driving
- plan journeys so they include rest stops when messages can be checked and calls returned
- co-operate with monitoring, reporting and investigation procedures.

Variations

- 19.15 The Company reserves the right, at its sole discretion, to amend or vary any of the terms of this vehicle policy from time to time.
- 19.16 In the event of such variation or amendments being made, the Company will give reasonable notice of any change.
- 19.17 Where the Company decides to change its arrangements for the supply of company vehicles, it may be necessary to replace existing vehicles in the possession of employees with vehicles provided under the new arrangements.

20. RETIREMENT POLICY

- 20.1 The Company is committed to adopting a flexible approach to retirement and recognises the benefits that it can have for both employees and the organisation as a whole. You are entitled to make a request to carry on working beyond your Intended Retirement Date. Your request must be in writing and sent to the Administration Manager specifying whether you would like to continue working indefinitely, for a specific period or until a specific date.
- 20.2 The normal retirement age for all employees of the Company is 65 unless a different retirement age is specified in an individual's contract of employment.

Notification of Intended Retirement Date

- 20.3 Between 6 and 12 months before your Intended Retirement Date we will give you written notice that your employment will terminate by reason of retirement on the Intended Retirement Date. Such notice will not be less than any notice to which you are entitled under your contract. At the same time as we give you notice, we will give you written notice of your right to make a request to carry on working beyond your Intended Retirement Date (Right to Request).

Request to work beyond Intended Retirement Date

- 20.4 You are entitled to make a request to carry on working beyond your Intended Retirement Date. Your request must be in writing and sent to the Administration Manager specifying whether you would like to continue working indefinitely, for a specific period or until a specific date. You must make this request between 3 and 6 months before the Intended Retirement Date. For further information on the Retirement Policy and procedure, please contact the Administration Manager.

21 WHISTLEBLOWING POLICY

What Is Whistleblowing?

- 21.1 A whistleblower is someone who discovers something that is wrong and alerts his employer or the relevant authorities to what is going on. The law recognises that Whistleblowing occurs and protects employees who are whistleblowers from detrimental treatment such as dismissal. To be protected by the law a whistleblower must fall within the stringent legal rules. Anyone who does not act in good faith or is motivated by personal gain will not be protected.

Our Policy

- 21.2 Our business is run in accordance with the law. It is our policy as an employer to ensure that at every level of management our business is conducted in such a way as to comply with all legal requirements that govern our activities. This policy applies to the way that we employ and manage our staff. We operate as a team and we expect our employees to all play their part as members of the team for the good of the business as a whole. We do not believe that any of our employees will ever feel the need to become a whistleblower. There is no reason for any employee to believe that he or she will suffer detriment for speaking up if they believe that something is wrong or that if we are alerted to it we will conceal or destroy evidence. However we are fully aware of our responsibility under the law and we will respect the legal protection afforded to a whistleblower.

Public Interest Disclosure Act 1998

- 21.3 The Act protects “whistleblowers” from suffering detriment in employment and makes dismissal for certain disclosure automatically unfair. There is no qualifying period of employment for this protection.
- 21.4 Police officers, civilian police employees and those who work in the Security Service, Secret Intelligence Service or Government Communications Headquarters are NOT protected.

Who is protected?

- 21.5 A worker who makes a qualifying disclosure that is made to one of a category of persons set out in the Act and which is therefore a protected disclosure.
- 21.6 ‘Worker’ is widely defined and includes employees and other workers as normally understood by the expression but also contractors under an employer’s control, persons on training schemes and also doctors, dentists and other professionals providing National Health Service schemes.

What is protected?

- 21.7 A ‘qualifying disclosure’ is one of information that in the reasonable belief of the disclosing worker shows wrongdoing of one or more of the following kinds:
- (1) A criminal offence was committed or is being or is likely to be committed
 - (2) A person has or is or is likely to fail to comply with a legal obligation
 - (3) A miscarriage of justice has occurred or is or is likely to occur
 - (4) The health and safety of any individual has been or is being or is likely to be endangered
 - (5) The environment has been, is being or is likely to be damaged
 - (6) That information tending to show any matter falling within any one of the above categories has been, is being, or is likely to be deliberately concealed.
- 21.8 However if the person making the disclosure commits a criminal offence by making it or makes it in breach of legal professional privilege (e.g. solicitor’s secretary disclosing client information) it is not a qualifying disclosure.
- 21.9 To be a ‘Protected Disclosure’ the ‘Qualifying Disclosure’ must only be made to one of the following categories of person:
- a) The employer or (where the disclosure relates to the conduct of another person or matters for which another person other than the employer has legal responsibility) that other person
 - b) A legal adviser in the course of getting legal advice

- c) A Minister of the Crown (where the worker is employed by someone appointed by a Minister of the Crown or a body whose members are so appointed)
- d) To one of the prescribed persons set out in the Public Interest Disclosure (prescribed Persons) Order 1999 (e.g. health and safety problem disclosure is to the Health and Safety Executive; Fraud : Secretary of State for Trade and Industry; consumer protection matters: Local Authority Consumer Protection unit; tax matters: the Inland Revenue)
- e) A person other than those set out above where the worker acts in good faith, reasonably believes the information to be substantially true, does not make the disclosure for personal gain, and it is in all the circumstances reasonable to make the disclosure. AND
 - i. the worker reasonably believes he will be subjected to a detriment if the disclosure is made to his employer or the prescribed person;
 - ii. there is no prescribed person and the worker believes that the wrongdoing will be concealed or destroyed by the employer;
 - iii. the worker has previously disclosed the same information to the employer or the prescribed person;
- f) Any other person where the disclosure is one of an “exceptionally serious failure” made in good faith, not for personal gain, where it was reasonable to make the disclosure.

What Protection does the worker have?

- 21.10 He is protected from detriment or dismissal as a result of making a protected disclosure. Dismissal is automatically unfair, and there is no limit on compensation for such a dismissal. Complaint of detriment or dismissal is made to an Employment Tribunal.

22 WASTAGE POLICY

22.1 The Company maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all its operations.

22.2 You are able to promote this policy by taking extra care in the pursuit of your normal duties to avoid unnecessary or extravagant use of services, time, energy, materials and machinery, and the following points are illustrations of this:-

- Handle machines, equipment and stocks with care.
- Turn off any unnecessary lighting and heating. Keep doors closed whenever possible and do not allow taps to drip.
- Ask for other work if your job has come to a standstill.
- Start with the minimum of delay after arriving for work and after breaks.

22.3 The following provision is an express written term of your contract of employment:-

- Any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.
- Any loss to the Company that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to re-imburse to the Company the full or part of the cost of the loss.

22.4 In the event of failure to pay, the Company have the contractual right to deduct such costs from your pay.

23 ANTI-BRIBERY POLICY STATEMENT

- 23.1 The Company is committed to applying the highest standards of ethical conduct and integrity to its business activities in the UK and overseas. When acting on behalf of the Company you are responsible for maintaining the Company's reputation and for conducting business honestly and professionally.
- 23.2 The integrity and reputation of the Company depends on the honesty, fairness and integrity brought to the job by everyone associated with the Company.
- 23.3 The Company will not tolerate any form of bribery, whether direct or indirect, by, or of, its employees, officers, agents or consultants or any persons or companies acting for it or on its behalf.
- 23.4 The Directors and senior management are committed to implementing and enforcing effective systems throughout the Company to prevent, monitor and eliminate bribery, in accordance with its obligations under the Bribery Act 2010.
- 23.5 The Company's Anti-Bribery procedures apply to all employees, as well as agency workers, consultants and contractors both in the UK and overseas.
- 23.6 All employees and any other individuals acting on behalf of the Company are required to familiarise themselves with and comply with the Company's Anti-Bribery Procedures.
- 23.7 A bribe is defined as a financial advantage or other reward that is offered to, promised to, given to, or received by an individual or company to induce or influence that individual or company to perform its public or corporate functions or duties in an improper manner (ie not in good faith, not impartially, or not in accordance with a position of trust).
- 23.8 All employees and any other person acting on behalf of the Company are prohibited from offering, giving, soliciting or accepting any bribe, whether cash or other form of inducement to or from any person or company in order to gain any commercial, contractual or regulatory advantage for the Company in a way which is unethical or in order to gain any personal advantage, monetary or otherwise, for themselves or anyone connected with them.
- 23.9 The Company will continue to provide bona fide hospitality to clients and incur promotional expenditure. However, all such expenditure must be transparent, proportionate, reasonable and authorised in advance, in accordance with the Company's anti-bribery procedures.
- 23.10 In the course of providing services to clients, or in dealings with suppliers, or any other person having similar connections to the Company, employees should under no circumstances accept money, gifts or other forms of reward with a value exceeding £25 without written prior consent from a Company Director. All such reported gifts shall be recorded.
- 23.11 Inevitably, decisions as to what is acceptable may not always be easy. If anyone is in doubt as to whether a potential act constitutes bribery, the matter should be referred to the Administration Manager before proceeding.
- 23.12 Any breach of the Company's Anti-Bribery procedures will normally be treated as Gross Misconduct.
- 23.13 Employees should also note that bribery is a criminal offence.
- 23.14 The Company will not conduct business with third parties including clients, suppliers, agents or representatives who are not prepared to support its anti-bribery objectives.
- 23.15 The Company depends on all employees, and those acting for the organisation, to assist in the prevention of bribery. Therefore, all employees and others acting for, or on behalf of, the Company are expected to report any suspected bribery to the Company following the Company's Anti-Bribery procedures.
- 23.16 All employees will receive the support of the Company if they report of suspected bribery in good faith even if, following an investigation, it is found that no bribery took place.

