PERSONNEL HANDBOOK

YOUR COMPANY
CLEANING HOUSE
CLEANING STREET
LONDON
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Edition 1 1st January 2013 (AMMEND AS APPROPRIATE)

NOTICE TO ALL EMPLOYEES

Any changes in terms and conditions detailed in this handbook are effective from the date of issue of the handbook unless otherwise stated in writing.

Employment law is always changing and this may affect terms and conditions of employment from time to time. In such cases YOUR COMPANY will always honour any changes in employment law that supersede the terms contained within this handbook.

At commencement of employment you will receive a ‘Written Statement of Terms’ which, together with this handbook, forms your contract of employment.

Throughout this handbook the word ‘Company’ refers to (YOUR COMPANY), and the word ‘Director(s)’ refers to Director(s) of the same.

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RECEIVED BY:

Name: ____________________________

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COMPANY RULES AND CONDITIONS OF EMPLOYMENT

1. CUSTOMER CARE

Clients are the most important people in our business! They pay all our wages.

You have a duty to develop and maintain the best possible professional relationship with present and prospective clients, colleagues and other stakeholders. Remember, as far as the client or stakeholder is concerned, you are the Company.

1.1 Behaviour and Responsibilities

The Company issues written statements about the way that it will conduct its business and its relationships with internal and external stakeholders. These statements are called Policies and are periodically reviewed and updated, they include Quality, Equal Opportunity and Health and Safety.

During your induction period you will be told about those Company Policies that apply to your particular job role. It is your responsibility to ensure that you always follow the spirit and the letter of these Policies.

You are required to conduct yourself courteously and with integrity at all times.

1.2 Quality

The Company operates a Quality Management System, which is third party registered.

Key methods of business operation are detailed in the Operating Procedures contained within this Quality Management System. Your training will include the Quality Operating Procedures relating to your job role and you must always adhere to these procedures.

We aim to provide the highest quality of service to all clients. You will receive instruction on the expected standards of work performance and the specification that we must meet. You are required to achieve and maintain these quality standards of work.

1.3 Duties

Your job title is specified in your written Statement of Terms. In order to deliver a quality service and remain competitive, a flexible approach to work is necessary. It is therefore a condition of employment that you are prepared to undertake duties other than those for which you have been specifically engaged.

1.4 Customer Premises

All customers’ site rules must be adhered to. No children, animals or unauthorised persons may be taken on customer premises or on Company premises.

1.5 Appearance and Personal Hygiene

At work you represent the Company. Personal appearance and standards of hygiene are very important in presenting a professional image. Whilst appreciating that cleaning is a physical task, it should be noted that client complaints about personal hygiene are embarrassing for all parties concerned.

Cosmetic appearance and accessories that are inappropriate to the working environment will not be allowed. Customer rules must be adhered to when working on customer premises.

Where required, the Company will supply uniforms and essential personal protective equipment without charge. These must be kept clean and in good condition. They remain the
property of the Company at all times and will be charged for at cost if not returned on leaving the Company.

1.6 Environmental Awareness

1.6.1 Our Environment

At YOUR COMPANY we are committed to environmental responsibility. There is no point in providing quality cleaning if at the same time we are damaging our environment because this will affect our future. In addition many of our customers want to know that we take care of the environment and we must comply with environmental legislation.

A copy of our environmental policy can be seen at Appendix 4. We review our performance every three months at management meetings and set targets to constantly improve. We have an environmental co-ordinator.

1.6.2 Waste Disposal

All waste materials and packaging must be disposed of correctly and carefully. There are two different kinds of waste - non hazardous waste is called CONTROLLED WASTE such as

- wood
- cardboard
- glass
- plastics
- metal items.

Some waste is particularly difficult to deal with and is called SPECIAL WASTE. This includes

- prescription medicines,
- oil or waste contaminated with oil
- highly flammable waste
- and many chemicals.

Note that YOUR COMPANY never accepts or handles asbestos (a special waste).

When handling chemicals always follow COSHH guidelines and the instructions on the container. Any unused chemical should be returned to YOUR COMPANY department stores. Normally empty containers can be rinsed and disposed of to the general waste disposal point. Ask your manager before disposal if in doubt. Some hazardous substances are highly flammable (with a flash point less than 21°C) and even empty containers need to be disposed of as special waste.

If you have waste which is not within the above categories then refer to your manager who can take the advice of specialist waste contractor as to the most suitable route for disposal.

Your work instructions should identify where to dispose of waste. If you are in any doubt ask your manager. Always follow the customer’s recycling policy when on customer premises.

If you are organising waste collection/disposal then for CONTROLLED waste you must:

- If you are delivering the waste to the local authority waste disposal point obtain a duty of care controlled waste transfer note and file this in the department/branch waste management file.
- If you are arranging for a sub-contractor to remove the waste ensure a duty of care transfer note covering the collection of the waste is completed prior to any waste being taken from the site. Ensure that the carrier of the waste has a waste carriers licence. Keep a copy of the transfer note and waste carrier licence in the department/branch waste management file. Keep a copy of individual receipts (where applicable) from the carriers in the department waste management file.
- If you are disposing of waste through skips you should still check that the carrier has a waste carriers licence. The carrier should give you a controlled waste transfer note and this should be kept on the department/branch waste management file.
If the waste is SPECIAL waste then in addition

- a special waste consignment note must be sent to the Environment Agency prior to waste collection and a copy of the consignment note placed in the department/branch waste management file.

1.6.3 Liquid Wastes

There are two different drainage systems. SURFACE WATER DRAINAGE drains or gutters discharge rainwater straight into streams and rivers. It is therefore vital to make sure that water or liquid contaminated with chemicals or oil does not enter surface water drains. It can enter surface water drains if allowed to drain into the earth. Even if pollution is caused accidentally it is an offence and the Environment Agency can impose large fines. No detergents whether described as biodegradable or not should be discharged to surface water drains, gutters, streams or rivers. The FOUL WATER DRAINAGE takes contaminated waste to treatment works for cleaning. There are restrictions on the type and amount of chemical that can be allowed to enter foul sewers so follow COSHH information at all times.

For these reasons:

- do not allow wash waters from mobile pressure washers to discharge to surface water drains, gutters, streams or the ground.
- only wash vehicles in the HO wash-bay area or at a car wash facility
- check that loading and unloading of chemicals takes place away from surface water drains and that emergency spill kits are available.
- always make sure that any contaminated water or liquid is disposed of/drains to foul sewers.
- FOLLOW COSHH information.

2. SECURITY AND PROPERTY

2.1 Company Property

You have a duty to safeguard Company and customers’ property at all times, **except where this may put yourself or others at risk of injury.**

2.2 Your Property

You are requested not to bring personal items of value to your place of work. No liability is accepted for any loss or damage to your property or effects. This includes damage to personal clothing, which occurs when the proper protective clothing, provided for you by the Company, is not worn.

2.3 Theft or Dishonesty

Found money or property must be referred immediately to the manager in charge.

*The rule is simple: if it does not belong to you, you must not take it.*

Theft or fraud (however small) is **Gross Misconduct** and will result in immediate dismissal. It is Company policy to report all cases of theft or fraud to the police.

2.4 Security Vetting

In certain circumstances security vetting of individual employees may be necessary.

2.5 Right of Search
The Company reserves the right to carry out random checks on the identity, persons and property (including vehicles) of employees, while they are on the Company premises or place of business. Such checks in themselves do not imply suspicion in relation to the individuals concerned.

You may be asked to remove the contents of your pockets, bags, locker, vehicle, etc. The Company reserves the right to call the police at any stage. This policy also relates to the search procedures operated by customers, where employees are subject to the rules in force at the customer’s premises.

*Acceptance of this right of search is part of your terms and conditions of employment or training.*

### 2.6 Retained Property or Money

Before leaving Company employment or training you must return all Company property and money (including personal protective equipment and tools) to the Company. The Company reserves the right to deduct the value of any such property or money not returned from your final wages or other payment due to you.

*Acceptance of this right of deduction is part of your terms and conditions of employment or training.*

### 2.7 Confidentiality and Information

It is a condition of your employment that you agree not to divulge (either during or after your employment) any confidential information (recorded or oral) regarding the Company, its employees or clients, to unauthorised persons, either inside or outside of the business.

It is also a condition of employment that you will not solicit the business of, or deal with, existing and prospective Company clients within twelve months of leaving this Company for similar employment or self-employment elsewhere.

Company information, data and systems are important assets and it is your responsibility to safeguard these from loss, destruction and unauthorised copying, alteration and disclosure.

Personal use of the Company’s computers is not permitted unless specifically authorised in writing by your manager. The loading of any software or programs onto Company computers by any means, (including the internet), is not allowed without first obtaining written permission from the person responsible for the Company IT system.

Anyone corrupting data and programs, physically damaging equipment, releasing confidential information without authority or altering or tampering with information in any other form will be subject to disciplinary procedures up to and including dismissal. Criminal offences will be reported to the police.

### 3. COMPANY FACILITIES

Misuse or abuse of Company property or equipment will result in disciplinary action.

Private use of Company vehicles, telephones, mobiles, Internet access, office equipment etc., is allowed only in exceptional circumstances and with prior permission of your manager. **The only exception to this rule is emergency use of the Company telephone.**

Our ‘free phone’ 0800 numbers are strictly reserved for customers only. Unauthorised use of Company vehicles invalidates the insurance and renders the driver liable to prosecution.
4. HEALTH AND SAFETY

On induction you will receive training in health and safety matters. Health and safety instructions relating to your work duties will be issued to you separately from this handbook. **All employees have a legal duty to observe the Company’s safety instructions.**

As an employee your legal duties include:

- **Taking reasonable care for your own health and safety and that of others who may be affected by what you do or do not do (in the event of serious imminent danger this could include leaving the workplace);**
- **co-operating with your employer on health and safety;**
- **not interfering with or misusing anything provided for the health, safety or welfare of yourself or others.**

If you think that there is a health and safety problem in the workplace you should first discuss it with your supervisor or manager (except emergency situations requiring an immediate response).

**You will not be subject to detrimental action or dismissal for appropriate and responsible actions on the grounds of health and safety.**

5. ABSENTEEISM

Unauthorised absence or poor timekeeping increases your colleagues’ workload and adversely affects the standard of service that we provide. Personal appointments should not be scheduled in working hours without your manager’s permission.

Unauthorised absence or poor timekeeping will result in disciplinary action.

The onus will be on the individual employee to prove that contact has been made and you should therefore not rely on others to do this for you.

6. CHANGES IN PERSONAL DETAILS

You are required to notify the Company immediately of any change in personal details relating to your contract of employment, e.g. Change of name, address, next of kin or bank details etc.

7. INTOXICATION

Attendance at work while under the influence of alcohol or illicit drugs is not permitted. Consumption of alcohol or illicit drugs on Company or customer premises is forbidden.

If you are taking prescribed drugs you must inform your manager or supervisor.

8. GAMBLING

Gambling is not allowed on Company or customer premises.

9. SMOKING

Smoking is not allowed on Company premises. Smoking is not allowed on customer premises while on duty. If the customer site rules forbid smoking this means that you cannot smoke at all, including during break times.
10. STATEMENTS TO THE MEDIA

Any press releases or statements to newspapers, radio, television, internet etc. will be given only by a Director or authorised person.

11. PRINTED MATTER, NOTICES AND E-MAILS

No printed or written matter shall be placed or distributed within Company premises, vehicles or other property without the prior consent of the Directors. This rule also applies to customers’ premises and property.

Internal and external e-mail, fax and other messaging systems may be used only for legitimate Company purposes. The creation or exchange of messages or attachments considered offensive, obscene, racist, threatening or libellous is prohibited and regarded as gross misconduct. Copies of e-mails and faxes are kept electronically and are accessible to senior management on a confidential basis. YOUR COMPANY may monitor outgoing and incoming e-mails and other telecommunications.

12. COPYRIGHTS, PATENTS AND INTELLECTUAL PROPERTY

All inventions, designs, improvements, systems, software and documents made, amended, or prepared by you, either alone or jointly with any other person, during your period of employment with the Company, or arising as a result of your employment, shall become the sole property of the Company and will, where appropriate, be subject to the laws of copyright and patent in the name of the Company.

13. PAY

You are paid directly into your bank account by the BACS system either every four weeks, one week in arrears, or monthly on the last Friday of the month. All agreed expenses will be paid by the same method. An itemised payslip is provided for your reference.

13.1 Four Weekly Pay Arrangements

Wages will be paid into your bank account every four weeks on Friday, one week in arrears. This means that on the Friday that you receive the money, the payment is for the four weeks ending the previous weekend.

When you start work you will be informed of the next pay date and will be paid for hours worked from your start date up to the weekend before the next pay date.

When your employment with the Company ends you will be paid on the next available pay date for work done up to the weekend before the next pay date.

If your employment ends during a pay week, you will be paid for that week on the following pay date.

13.2 Monthly Pay Arrangements

Salaries are paid directly into your bank account on the last Friday of each month. The basic salary payment made relates to work done in the same month. Monthly expenses and commission payments, if applicable, are paid monthly in arrears.
13.3 Premium Rates

For hourly paid staff premium rates are paid in respect of any hours worked in excess of forty hours in your working week. The method of calculating the rate is stated in your Written Statement of Terms. Premium rate is not normally paid to salaried staff.

14. HOURS OF WORK

Your normal hours of work are stated in your Written Statement of Terms. Additional hours of work may be required according to the needs of the business, however you will not be required to work more than an average 48hrs per week (calculated over 17 weeks) without your written consent.

Hours in excess of those stated in your Written Statement of Terms may be worked only with prior permission from your manager.

14.1 Night Work

Night workers (i.e. between 11pm and 6am) are not allowed to work more than eight hours per day on average. You are entitled to a free health assessment before commencing night work and thereafter on a regular basis while working nights (please ask your manager for details).

14.2 Rest

At induction your manager will advise you of the rest breaks that apply to your particular job. However all workers must take at least 20 minutes rest in every 6 hours worked, whatever the job. Workers under 18yrs old must take at least 30 minutes in every 4.5 hours worked.

The hours that apply to your particular job are given in your Written Statement of Terms, however all workers are entitled to a minimum 11 hours uninterrupted rest between each working day (12 hours if under 18yrs old).

The number of days that you are expected to work in a week is detailed in your Written Statement of Terms. In addition to annual leave, all employees are entitled to at least one whole day off per week, or 2 whole days every 2 weeks (2 days off each week if under 18yrs old).

15. PAID ANNUAL LEAVE

All workers, including part-time, are entitled to a minimum of 5.6 weeks paid annual leave from the 1st April 2009, based on the normal working week of the worker concerned. This paid leave entitlement includes any bank holidays within your normal working week, unless your Written Statement of Terms says otherwise.

There is no statutory right to take bank holidays off. The Company will however pay double the normal rate for hours that you are required to work on a bank holiday. If you wish to observe religious days that don’t coincide with UK Bank Holidays, these must be taken as unpaid leave of absence or as part of your annual leave entitlement.

The Company operates a ‘leave year’ from 1st April to 31st March. If you have worked less than a full ‘leave year’, your entitlement to paid annual leave is proportionate to the amount of ‘leave year’ that you have actually worked. The entitlement to paid annual leave only arises for the ‘leave year’ to which it relates. Paid leave not taken within the appropriate ‘leave year’ will be lost.

You may not receive ‘payment in lieu’ of annual leave, unless you lose part of your entitlement to annual leave because your employment has terminated during a ‘leave year’.
Conversely, if, at termination of employment, the paid holidays already taken exceed your accrued entitlement, then the difference will be deducted from your final pay.

The Company may require you to take all or part of your annual leave at a specific time, in which case you will be informed at least 4 weeks before the date in question. Where notice of termination has been given (by either party) the Company reserves the right to apply this rule to the notice period.

Paid annual leave may not be taken unless authorised in advance by your manager. To do this you must submit a Holiday Request Form at least 4 weeks before the required leave start date.

Your annual leave date has not been authorised until your manager signs this form and you should not make any holiday commitments before gaining this signed authority.

Payment for annual leave can be made on the payday before your holiday (except for salaried staff), providing you notify the payroll department (via your manager) at least 3 weeks prior to payday.

16. SICKNESS ABSENCE

16.1 Notification

Sickness absence must be notified on the first day of absence, as early as possible before the time at which you would normally start work. You should ring your manager yourself. Do not rely on someone else to do this for you unless you are totally incapacitated. Failure to properly notify absence is a very serious matter and may be regarded as gross misconduct.

If your absence is for longer than seven days you are required to notify your manager once per week thereafter until you return to work.

16.2 Evidence of Incapacity

If your absence is for 7 days or less, you must complete a self-certificate form (available from your manager) on your return to work, covering the period of absence.

If your absence is for 8 days or more (6 working days), you must obtain a medical certificate from your doctor and forward this to the Company without delay. Additional certificates are required for each further period of absence. Please note that with extended periods of absence (in excess of 7 days) a self-certificate form must still be completed, on return to work, to cover the first week of absence.

16.3 Expected Behaviour during Sickness Absence

The Company expects that the minimum absence will be taken, and that every effort will be made during such absence to restrict its length and make a full recovery. Whilst it is accepted that there will be exceptions, generally while sick you are expected to:

(a) remain at home, resting;
(b) carry out the directions of a medical practitioner.

You are expected to refrain from:

(a) sports or other non-essential external activities;
(b) any activity which is inconsistent with the illness, or which might aggravate it.
(c) any other work, paid, unpaid or domestic; either at home or away from home.
   (Having declared you are unfit to work for us, this would be Gross Misconduct.)

Note: This list is provided for example only and is not meant to be exhaustive.
16.4 Repeated Illness or Long Term Incapacity

Regular sickness absence or long term incapacity may result in you being unable to carry out the duties for which you were employed. This could result in the termination of your employment.

16.5 Long term sickness and holiday entitlement

Any employee who is absent on sick leave for at least a year, and who has exhausted company sick pay is not legally entitled to receive paid holiday pay.

16.6 Medical Examination

If management consider it necessary, arrangements will be made for you to be examined by a doctor. This Company will meet any essential medical costs incurred for such an examination.

16.7 Suspension from Work on Medical Grounds

You may be suspended from work if your health were endangered by continued exposure to certain hazards, specified in health and safety regulations. In this case, if you have at least one month's continuous employment and suitable alternative work is not available, you may be eligible for medical suspension payments.

16.8 Infectious Diseases

If you work within a food or allied environment, following certain illnesses you will be required to provide a clearance certificate from a doctor or environmental health officer before returning to work. If in doubt check with your manager before you return to work.

16.9 Sick Pay

Statutory Sick Pay (SSP) is paid, as required by the government, to assist employees who are unable to carry out their obligations under their contract of employment because of genuine sickness only.

Should the Company believe that the absence is not as a result of genuine sickness, this will be investigated and SSP may not be paid. Failure to observe the rules on notification, evidence and behaviour (see above) may result in sick pay being withheld. If you feel that a decision on sick pay is incorrect you have the right of appeal. (See Appeals procedure in this handbook).

To qualify for SSP your average weekly earnings must be above the lower earnings limit at which National Insurance contributions are normally paid.

Eligible employees, who have complied with the Company rules on sickness absence, are entitled to receive SSP on ‘qualifying days’ of sickness absence. (i.e. those days on which you would normally work). The first three ‘qualifying days’ in any period of incapacity are known as ‘waiting days’ and SSP is not payable. If separated by eight weeks or less, periods of incapacity are treated as one and qualifying days are linked.

The rules governing SSP are quite complex and the information given in this handbook is intended as a guide only.

17. MATERNITY LEAVE

17.1 Maternity Rights

You will not be treated unfairly or dismissed on grounds relating to pregnancy, childbirth or maternity leave.
All pregnant employees are allowed paid time off to keep appointments for ante-natal care made on the advice of a registered medical practitioner, midwife or health visitor. Except for the first appointment you must supply the Company with a maternity certificate and appointment card to support absence.

Before any maternity leave is taken you must notify the company by the end of the 15th week before the Expected Week of Childbirth (EWC) unless this is not reasonably practicable this must be supported by a medical certificate showing the expected week of childbirth.

Maternity leave may be paid or unpaid dependent upon your level of earnings and length of service (see section 17.2 below).

Irrespective of length of service or hours worked, all pregnant employees have the right to a minimum of 26 weeks ‘ordinary maternity leave’. You may start ordinary maternity leave at any time from the 11th week before the expected week of childbirth up to the birth.

Please note that it is compulsory to take at least 2 weeks maternity leave immediately after childbirth (compulsory leave is 4 weeks if you work in a factory).

During ordinary maternity leave you will benefit from all your normal terms and conditions of employment except pay (see section 17.2 below). At the end of ordinary maternity leave you are entitled to return to your original job.

Employees who have completed 26 weeks continuous employment by the 15th week before the expected week of childbirth are entitled to ‘additional maternity leave’, which is unpaid. Additional maternity leave starts at the end of ordinary maternity leave and finishes 26 weeks after the birth (counting from the Sunday at the beginning of the week in which the baby was born). Employees who qualify for additional maternity leave can therefore take a total of up to 52 weeks maternity leave.

During additional maternity leave a limited employment contract continues; this includes any contractual redundancy rights and those concerning notice, as well as the rules relating to disciplinary and grievance procedures. At the end of additional maternity leave you are entitled to return to your original job; or a suitable alternative if returning to your original job is not reasonably practicable for the Company.

If you wish to return before the end of either ordinary or additional maternity leave you must give the Company at least 28 days notice.

If you are eligible for additional maternity leave we may write to you asking for confirmation of your child’s date of birth and whether or not you intend to return to work at the end of your additional maternity leave. This letter will be sent no earlier than 28 days before the end of your ordinary maternity leave and will explain how to work out the end date of your additional maternity leave as well as the consequences of not replying. If you do not reply to this letter within 28 days you will lose your legal protection against dismissal or unfair treatment in respect of your additional maternity leave.

During maternity leave you may be eligible to receive maternity benefit. ‘Statutory Maternity Pay’ and ‘Maternity Allowance’ are the two main types of maternity benefit.

17.2 Statutory Maternity Pay

In order to receive Statutory Maternity Pay (SMP) you must give the Company proper notice (see 17.1 above). You are entitled to receive up to 26 weeks SMP from the Company if both of the following conditions apply to you:

- You have worked for this Company for a continuous period of at least 26 weeks ending with the qualifying week – that is, the fifteenth week before the expected week of childbirth; and
• Your average weekly earnings in the 8 weeks up to and including the qualifying week (or the equivalent period if you are monthly paid) have been at least equal to the lower earnings limit for National Insurance contributions (although you do not actually have to have paid any contributions).

The level of SMP will be determined by government guidelines and you should contact the payroll department for further information regarding this.

17.3 Maternity Allowance

If you do not qualify for SMP you may be entitled to Maternity Allowance (based on your recent NI contribution record) or other benefit. You should contact the Benefits Agency for details.

17.4 Maternity Suspension

Employers are specifically required to take account of health and safety risks to new and expectant mothers when assessing risks in work activity. If a risk is identified and cannot be removed the Company will take one of the following actions:

• Provide alternative suitable employment on the same (or better) terms and conditions or
• Suspend the employee on full pay for as long as necessary to protect her health and safety or that of her baby.

Providing you have not unreasonably refused suitable alternative employment, your contractual rights will remain unchanged during any period of maternity suspension.

18. PARENTAL LEAVE

Parental leave is in addition to maternity leave, however parental leave is unpaid.

You will not be subject to detriment or dismissal for taking, or seeking to take, parental leave.

Both mothers and fathers can qualify for parental leave if, by the time they want to take the leave, they have been continuously employed by the Company for at least one year. Parents must be named on the child’s birth certificate or must have, or expect to have, parental responsibility under law for the child.

A total of 13 weeks parental leave can be taken for each child, in blocks of 1 week or more up to a maximum of 4 weeks, in one year. Parents whose child is entitled to disability living allowance are entitled to a total of 18 weeks and can take the leave in days or periods shorter than one week.

You may take parental leave at any time from the birth or adoption of the child up until the child’s fifth birthday, (until 5 years have elapsed following placement in the case of adoption). Parents of disabled children will be able to use their leave up until the child’s 18th birthday.

You must give the Company at least 21 days notice of when the leave is to start and finish.

If parental leave would cause undue disruption to the business we may, under certain circumstances, postpone the leave for up to 6 months. Any postponement will first be discussed with you and written notice given to you within 7 days of receiving your original application. Notice of postponement will give reasons and alternative dates. We will not postpone parental leave that is to be taken immediately after the birth or adoption of a child.

Although unpaid, you remain employed by the Company during parental leave and conditions such as notice terms, redundancy and grievance and disciplinary still apply.
Up to 4 weeks parental leave may be taken immediately after maternity leave providing that you are eligible and follow all the rules, including the notice requirements for both maternity and parental leave.

Where parental leave (up to 4 weeks) is immediately after additional maternity leave you are entitled to return to the same job, unless this would not have been reasonably practicable at the end of additional maternity leave, and is still not reasonably practicable at the end of parental leave. In these circumstances you are entitled to return to a similar suitable alternative.

At the end of any other period of parental leave (up to 4 weeks) you are entitled to return to the same job as before, providing you have followed the rules in this handbook. This applies even when the 4 weeks parental leave follows immediately after ordinary maternity leave.

19. PATERNITY LEAVE

Paternity leave is available to employees following the birth of a child. To qualify for paternity leave you must:

- Have or expect to have responsibility for the child's upbringing
- Be the biological father of the child or the mother's husband or partner and
- Have been employed continuously for 26 weeks ending with the 15th week before the baby is born

You can choose to take either one week or two consecutive weeks paternity leave (not odd days).

Paternity leave must be completed:

- within 56 days of the actual date of birth of the child, or
- if the child is born early, within the period from the actual date of birth up to 56 days after the first day of the week in which the birth was expected.

You have the right to return to the same job after paternity leave.

19.1 Statutory Paternity Pay

Providing your average weekly earnings are above the Lower Earnings Limit for National Insurance purposes you will qualify for Statutory Paternity Pay (SPP), which is paid at the same rate as the standard rate of maternity pay.

19.2 Self Certificate

You must provide a completed self-certificate as evidence of your entitlement to SPP.

20. STUDY AND TRAINING

The Company takes positive action to develop all staff in skills appropriate to their current or planned job roles within the organisation. In addition employees aged 16 and 17, who have not achieved a certain standard in education or training, are entitled to reasonable time with pay (on or off the job) to study or train for a relevant qualification which would help them towards achieving that standard.

Any training costs incurred by the Company will be deducted in full from the final wages of any employee who leaves the Company within 3 months of completion of training. (50% of the
cost will be deducted from the final wages of any employee leaving within 3 to 6 months of completion). **Acceptance of this right of deduction is part of your terms and conditions of employment or training.**

21. **TIME OFF FOR DEPENDANTS**

All employees are allowed to take a reasonable period of unpaid time (usually 1 or 2 days) off work to deal with a **genuine unforeseen emergency** involving a dependant. Providing that you notify the Company properly (see section 16.1), you will not suffer detriment or dismissal for doing this. If you know in advance about this need you should plan the absence as part of your annual leave or (if it relates to a child) your parental leave.

A dependant is the partner, child or parent of the employee, or someone who lives with the employee as part of their family.

The main circumstances covered by these arrangements are:

- If a dependant falls ill or has been involved in an accident or assaulted, including where the victim is hurt or distressed rather than injured physically;
- When a partner is having a baby;
- To make longer term care arrangements for a dependant who is ill or injured;
- To deal with the death of a dependant; for example, to make funeral arrangements or to attend a funeral;
- To deal with an unexpected disruption or breakdown in care arrangements for a dependant, for example when the childminder or nurse fails to turn up;
- To deal with an incident involving the employee’s child during school hours, e.g. if the child has been involved in a fight or is being suspended from school.

*Please note that the time allowed in each case is that needed to deal only with the immediate crisis. For example if a child falls ill, the leave should be sufficient to enable the employee to deal with the immediate care of the child (e.g. visiting the doctor and arranging longer term care). It does not mean that the employee may take 2 weeks leave to look after a sick child.*

22. **TIME OF FOR PUBLIC DUTIES**

Employees who hold certain public positions are allowed reasonable time off work, on an unpaid basis, to perform the duties associated with them.

The provision covers such offices as justice of the peace, prison visitor and members of various statutory bodies and authorities.

23. **TIME OFF WHEN FACING REDUNDANCY**

An employee facing redundancy, who has been continuously employed by the Company for at least 2 years, may while under notice, take reasonable paid time off work to look for another job, or to make arrangements for training for future employment.

24. **COMPANY VEHICLES**
You are not allowed to use the company vehicles for any purpose, unless you meet all the legal and Company requirements and you have express permission from your manager for such use. This permission may be given to employees where the use of a company vehicle is required in the course of their employment.

A separate document, ‘Vehicle Rules and Regulations’, is issued to Company vehicle users and forms part of their contract of employment; its contents and UK Law must be adhered to at all times.

Where the use of a company vehicle constitutes part of your normal duties, your employment may be terminated if your suitability is adversely affected (e.g. as a result of changes in your insurability or legal status). It is your responsibility to inform the Company immediately of any endorsement or incident (whether in company vehicle or not) which may adversely affect your suitability.

Use of Company vehicles on business other than that of the Company is regarded as gross misconduct.

Use of Company vehicles while under the influence of alcohol or illicit drugs is gross misconduct.

Do not use a mobile phone while driving, except by means of a hands-free kit.

You may only use Company vehicles for social, domestic and pleasure purposes if you have prior permission from the Company, and you adhere to all the Company ‘Vehicle Rules and Regulations’ and UK law. Please note that non-work related vehicle use, including travel between home and work base, is interpreted as a benefit by the Inland Revenue and it is your responsibility to inform the I.R. of any change in your circumstances.

It is Company policy to fit tracking devices to Company vehicles. The removal of, or interference with, these devices is regarded as Gross Misconduct.

25. PENSIONS

The Company operates a Stakeholder pension scheme which is available to all employees with more than 13 weeks’ continuous service.

Any employee who is interested in joining the scheme should contact ********** direct on **** **** **** to request an information pack, quoting the scheme reference: ********

26. CONFLICT OF INTEREST

The following are examples of behaviour which will be treated as a conflict of interest:

- Taking on a second job if this affects your time-keeping or the quality of your work.
- Taking on a second job with a competitor
- Discussing any customer or prospective customer details with anyone outside of the company

If any employee participates in one or more of these activities without prior written approval, they are likely to be subject to disciplinary proceedings. Depending on the severity of the breach this could result in dismissal.

27. TEMPORARY SUSPENSION OF NORMAL WORK ACTIVITY
If essential supplies (energy, fuel, utilities etc.) are disrupted you may not be able to carry out your normal work activities, for example in emergency situations. When this happens you may be required to undertake any reasonable duties in connection with Company business.

When such disruption lasts for one working day or more you may be temporarily suspended from work (laid off). Where the factors causing disruption are outside the control of the Company such suspension from work will be unpaid.

28. TERMINATION OF EMPLOYMENT

28.1 Trial Period

For all employees the first 13 weeks of employment are regarded as a ‘Trial Period’, unless otherwise stated in your ‘Written Statement of Terms’.

During this time an employee may be dismissed without recourse to the disciplinary procedure, e.g. for unsatisfactory work standards or behaviour.

28.2 Notice

For monthly paid staff the Company will give one months notice after one month’s continuous service, 5 weeks after 5 years, 6 weeks after 6 years and so on up to a maximum of 12 weeks after 12 years or more; unless a longer notice period is stated in your ‘Written Statement of Terms’.

For weekly and four weekly paid employees the Company will give one weeks notice after one years continuous employment, 2 weeks after 2 years, 3 weeks after 3 years and so on up to a maximum of 12 weeks after 12 years or more; unless a longer notice period is stated in your ‘Written Statement of Terms’.

If you decide to leave the Company, we expect an equal notice period to that given above, unless stated differently in your ‘Written Statement of Terms’.
PART 1 - GRIEVANCE PROCEDURE

1. Introduction

The purpose of these procedures is to enable employees who have complaint to have that complaint dealt with promptly and (if necessary) formally. This can involve using the standard or modified procedures referred to below. Management accept the importance of resolving disputes and employees are expected to understand and follow the steps referred to below. The procedure is non-contractual but applies to all employees, regardless of their particular terms and conditions or length of service. It will also apply (for details see section 5 below) after the employment has ended.

2. Standard Procedure

2.1 Stage 1
You may be able to resolve any grievance you have by way of an informal discussion with your Line Manager. Should your grievance concern your Line Manager then the matter should be raised with your branch manager. Otherwise you are encouraged to attempt to resolve any complaint informally.

2.2 Stage 2
If the matter cannot be resolved by informal discussion, you should raise the matter in writing (initially) to your line manager. A written statement of your complaint should be provided, explaining the basis for such complaint. If your complaint is contested, you will be invited to attend a meeting. You may be accompanied (for details of this see part 3 below). At the meeting you will be given the opportunity to state and discuss your grievance. Your Manager will confirm any decision or proposed action to you in writing within 10 working days of the meeting.

2.3 Stage 3
If you are not satisfied with the decision you have a right of appeal. You should set out the grounds of your appeal in writing to your Line Manager, who will make the necessary arrangements with your branch manager. A further meeting will be held in a final attempt to resolve your grievance. You have the right to be accompanied (again see part 3 below). Following the appeal meeting, you will receive a final decision and any proposed action in writing within 10 working days of the meeting.

3. Modified Procedure

3.1 Usually grievances will be dealt with under the standard procedure above. Where you have left the Company’s employment (see paragraph 5 below) you may be required only to use the modified procedure.

3.2 The modified procedure requires you to set out your grievance and provide the basis for it in writing and send it to the Company to consider.

3.3 The Company will consider your written grievance and set out its response in writing sending it to you.
3.4 Under the modified procedure there is no requirement for meetings to take place to discuss your grievance. Your written statement of your complaint is however your only opportunity to state and explain your grievance and it should be prepared carefully and include everything upon which you wish to rely.

4. **Timescales**

4.1 Employees can usually expect either a stage 2 meeting or a stage 3 appeal hearing to take place within 5 working days of the matter being referred in writing or an appeal being made. Sometimes this will not be possible and delays can arise for many reasons including:

- The need to conduct interviews or obtain evidence.
- Arranging representation.
- Absence or holidays.

4.2 Under the modified procedure you can usually expect a written response within 10 working days of receipt by the Company of the written statement of your complaint. Once again however delays can occur.

4.3 Whenever there will be a delay, you will be informed and provided with an explanation and an indication of when it is expected that matters can be progressed.

5. **After Employment has ended**

5.1 The grievance procedure does not apply to dismissals but where your employment has ended you may still be required to follow the standard procedure. This would be the case (for example) where you believe that you have been constructively dismissed.

5.2 If you are no longer employed and you have not previously raised your grievance or you left before the procedure was completed, the modified procedure can be used, but only with the Company's agreement. Before using the modified procedure you should request the Company's agreement to it being used.

5.3 Where the standard procedure applies or the Company does not agree to the modified procedure being used (save in exceptional circumstances) both you and the Company will be expected to follow all of the steps in the standard procedure unless it is not reasonably practicable to do so.

6. **Records**

A confidential record of any grievance will be made and maintained in accordance with the Data Protection Act 1998 including the following information:

- The nature of the grievance.
- The response.
- Any actions taken and the reasons for doing so.
- Details of the outcome of any appeal

**PART 2 – DISCIPLINARY PROCEDURE**

7. **Purpose and Scope**
These procedures are designed to help and encourage all employees to achieve and maintain acceptable standards of conduct and capability. The steps referred to below aim to remedy unacceptable behaviour and promote acceptable levels of attendance and performance. Enforcing standards can however also lead to disciplinary sanctions and even dismissal. Management accept the importance of a consistent approach and employees are expected to be familiar with particular rules and the examples in paragraphs 7.3 to 7.5 below as well as to follow all of the relevant procedural steps. Other than in exceptional circumstances the Company will follow the standard procedure (see paragraphs 8 to 10 below). In exceptional cases, the Company may use the modified procedure (see paragraph 11 below). The Company rules and this procedure are non-contractual but apply to all employees.

Outlined below is the procedure that will usually be followed where your conduct is inappropriate or unacceptable, or where your attendance or performance does not reach the required level. Examples of behaviour which may lead to the Company following this procedure fall into three main categories: -

- Gross misconduct.
- Misconduct.
- Performance.

The following are examples of offences which are normally regarded as gross misconduct:

- Fraud, deceit or other dishonesty;
- Theft or unauthorised possession or use of any property or facilities belonging to the Company or any employee;
- Deliberate damage to property belonging to the Company or any employee;
- Fighting or intimidating anyone;
- Being unfit for work by reason of drugs or drink;
- Possessing alcohol or illegal drugs on the Company’s premises;
- Deliberate disobedience, insubordination or other behaviour which undermines management;
- Gross neglect in carrying out duties;
- Any behaviour affecting the health or safety of persons in the workplace;
- Bullying or harassment of fellow employees (racial, sexual or on grounds of religion, disability age or sexual orientation).

This list is intended as a guide and is not exhaustive. Offences of a similar nature can also be dealt with under this procedure. Gross misconduct may result in summary dismissal without notice or payment in lieu of notice.

The following are examples of misconduct: -

- Poor time keeping;
- Unauthorised absence;
- Minor accidental damage to Company property;
- Minor breach of Company rules;
- Use of inappropriate language in the workplace;
- Failure to comply with the Company’s sickness notification and certification procedures;
- Irresponsibility in carrying out duties.
This list is intended as a guide and is not exhaustive. Any other offences (not amounting to gross misconduct) of a similar nature will also be dealt with under this procedure.

7.5 The following are examples of poor performance: -

- Absence;
- Incapability;
- Unsuitability;
- Incompetence.

This list is intended as a guide and is not exhaustive. Instances of a similar nature can also be dealt with under this procedure.

7.6 These procedures are intended to apply primarily to issues of conduct or performance but the standard procedure will also be applied in the cases of: -

- Redundancy (involving less than 20 employees in any single establishment or more than 20 over a period exceeding 90 days);
- Compulsory retirement;
- Non renewal of any fixed term contact.


8.1 No disciplinary action will be taken until the facts of the case have been established.

8.2 You will be informed of any complaint against you and afforded the opportunity to state your case before any decision is reached.

8.3 Except in the case of gross misconduct or exceptional circumstances you will not be dismissed for a first disciplinary offence.

8.4 You will always be given an explanation for disciplinary action and will be made aware of the level of improvement expected to avoid further disciplinary action.

8.5 You will always have the opportunity to appeal.

8.6 You will be treated consistently with others involved in similar cases.

8.7 You are entitled to be accompanied at any formal disciplinary hearing (for details of this see part 3 below).


9.1 Whenever any issue of performance or conduct arises, steps will be taken to establish the facts of the case promptly. A decision will be taken as to whether any action will be taken and (if so) whether the matter will be dealt with informally or formally. If you are required to attend a meeting to establish the facts, you will be informed that this is an investigatory interview and not a formal disciplinary hearing.

9.2 Minor misconduct or poor performance may be dealt with informally but where an informal approach has already been adopted or the matter is more serious, formal action will be taken as described below.

9.3 You can be suspended on full pay and benefits for a specified period of time in order that a full and proper investigation can take place. This will only
occur in disciplinary cases but suspension should not be considered to be disciplinary action. During the period of any suspension however you may not:

- Access company premises.
- Contact employees.
- Contact suppliers, customers or anyone else who has dealings with the Company.
- Access the company’s IT systems

10. **Disciplinary Meetings – Standard Procedure**

10.1 Whenever formal action is taken you will be provided with a written statement of the allegation or allegations against you and the basis upon which they are made. This is included to ensure that you understand what you are accused of. You will also be given at least 2 working days notice of the disciplinary meeting you are required to attend. The disciplinary meeting will be held during working hours at the Company’s premises, unless agreed otherwise.

10.2 At the disciplinary meeting you will be informed again of the allegations made against you to ensure that you understand what is alleged and the procedure will be explained to you. You will also be provided with all evidence relied upon and will have the opportunity to challenge this evidence.

10.3 During the disciplinary meeting you will be given the opportunity to state your case and express any views you wish with regard to the allegation or allegations. You can also ask for witnesses to be interviewed or re-interviewed in order that you may challenge their version of events or suggest other investigations which should be carried out before any decision is reached.

10.4 You are entitled to be accompanied at a disciplinary meeting (in accordance with part 3 below) but your companion may not answer questions on your behalf.

10.5 Should further investigation be required, an adjournment will be taken (either during or at the conclusion of the disciplinary meeting) to allow such investigation to take place before a decision is reached.

10.6 Before making any decision on disciplinary action, careful consideration will be given to the seriousness of the offence and account will be taken of:

- Any explanation offered by you;
- Your length of service;
- Your disciplinary and general record;
- Whether support or assistance would be appropriate;
- How any similar case was previously dealt with.

10.7 In cases of gross misconduct or in exceptional circumstances you may be dismissed even though you have not previously received any warning. Otherwise regard will be had to the guidance referred to below but (depending upon the seriousness of the offence) you may receive up to a final written warning without any previous oral or written warnings being given. The stages referred to in the guidance below apply as much to poor performance as they do to disciplinary offences but in the case of poor performance, consideration will also be given to any support, which could be provided to assist you in reaching the required standards. All stages (prior to the issue of a final written warning) should be regarded as a plan to improve
your performance but also involve a warning that ultimately failure to improve will lead to your dismissal.

10.8 Where disciplinary action will be taken, you will be informed of the decision in writing and notified of your right to appeal against such decision if you are not satisfied. Usually you can expect to receive a decision within 5 working days of the disciplinary hearing.

11. **Modified Procedure**

11.1 Where it is apparent that you have committed an act of gross misconduct and the Company could not reasonably be expected to continue employing you, the modified procedure may be used and you will be summarily dismissed.

11.2 In these exceptional circumstances you will be provided with a written statement explaining the misconduct relied upon and the basis (at the time of dismissal) for believing that you committed an act of gross misconduct together with your right of appeal.

11.3 Because the appeal will be your only opportunity to state your case, the modified procedure will only be used where:

- The circumstances require little or no investigation;
- It is apparent that you have committed an act of gross misconduct, justifying summary dismissal; and
- There is no likely explanation or mitigating circumstances.

12. **Appeals**

12.1 You have the right to appeal any decision taken under this procedure.

12.2 If you wish to appeal, you must inform your line manager in writing within 5 working days of the date of the decision you wish to appeal. Your written notification must include full details of the grounds of your appeal. Arrangements will be made for an appeal hearing to be conducted by your branch manager, who was not involved in the disciplinary decision, which you wish to appeal.

12.3 Appeal hearings will be arranged and concluded as soon as possible and are conducted by way of re-hearing. This means that the circumstances giving rise to the decision appealed against will be considered by your branch manager who will carry out their own investigation and make their own decision on the appeal. This also means that (whether or not relied upon at the disciplinary meeting), you can rely upon further or new:

- Representations or arguments; and
- Evidence.

12.4 You may be accompanied during any appeal hearing (in accordance with part 3 below) and will be afforded the opportunity to state your case and advance any explanation you wish with regard to the circumstances giving rise to the disciplinary decision. You may also invite your branch manager to interview or re-interview witnesses or otherwise suggest any further investigation you may consider appropriate before an appeal decision is reached.

12.5 You will be notified in writing of the outcome of the appeal hearing as soon as possible. The final decision will be confirmed to you in writing.
12.6 If you appeal against a decision to dismiss you and your appeal is unsuccessful, your dismissal will be effective from the date specified in your dismissal letter. If your appeal is upheld, you will be re-instated and your employment will be considered to be continuous and (in all respects) you will be treated as if your dismissal did not take place.


13.1 Minor issues of conduct or performance will be dealt with informally but where the matter is more serious, when following the steps referred to above, the following guidance will usually apply. In appropriate cases however, the Company may move straight to the second, third or fourth stage of the procedure.

**Stage 1 – Oral Warning**

If your conduct or performance does not meet acceptable standards, you will normally be given a formal oral warning. You will be given reasons for the warning as well as suggestions (if appropriate) on how to improve standards of either conduct or performance and the consequences of failing to do so. You will also be informed that this is the first stage of the disciplinary procedure and that you have a right of appeal. A note of the oral warning will be kept but it will be disregarded after 6 months, subject to satisfactory conduct or performance.

**Stage 2 – Written Warning**

If the issue is serious, if a further offence occurs or there is a failure to improve your performance you will normally be given a written warning. The warning will:

- Give details of the complaint;
- Record the action required to remedy the situation; and
- Provide a timescale during which improvement is required.

The warning will also advise you that action under stage 3 will be considered if no satisfactory improvement is made by you. A copy of the written warning will be kept but will be disregarded after 12 months subject to satisfactory conduct or performance.

**Stage 3 – Final Written Warning**

If you still fail to improve and your conduct or performance is still unsatisfactory, then you will be warned of this in writing and informed that should your performance or conduct not reach an acceptable standard your employment may be terminated. If any misconduct is sufficiently serious to warrant only one written warning (but insufficiently serious to justify dismissal) a final written warning will normally be given to you. The warning will:

- Give details of the complaint;
- Record the action required to remedy the situation; and
- Warn that dismissal will result if there is no satisfactory improvement.

A copy of this final written warning will be kept but will be disregarded after 12 months subject to satisfactory conduct or performance.

**Stage 4 – Dismissal**

If your conduct or performance is still unsatisfactory and you fail to reach the standards required of you, normally you can expect to be dismissed.
Dismissal may be with or without notice depending on the circumstances. Where there are grounds on which your employment may be terminated summarily (most usually because of gross misconduct) the Company will begin with this stage of the procedure. You will be provided, as soon as reasonably practicable, with:

- Written reasons for dismissal;
- The date on which your employment will terminate; and
- The right of appeal.

13.2 These stages are intended as guidance only. Cases will differ and the procedure can begin at any stage or (at your line manager’s discretion) you may receive no formal sanction at all.

14. Records

A confidential record of any disciplinary action will be made and maintained in accordance with the Data Protection Act 1998 including the following information:

- The complaint.
- The defence to the complaint.
- The findings made and actions taken together with the reasons for such actions.
- The outcome of any appeal.
- Any subsequent developments.

PART 3 – THE RIGHT TO BE ACCOMPANIED

15. Introduction

You are entitled to be accompanied at any formal grievance meeting or disciplinary hearing (as referred to in parts 1 and 2 above) providing you comply with the requirements referred to below. Your companion at any formal meeting or hearing may be either:

- Someone who works with you; or
- A properly certified trade union official.

16. Procedure

16.1 If you wish to be accompanied at any formal meeting or hearing you must inform the Company in writing of this fact and identify your chosen companion:

- In your formal letter of grievance; or
- Immediately upon being given notice that you are required to attend a formal hearing.

16.2 Where possible, your chosen companion will have a say in the date or time of any grievance meeting or disciplinary hearings. If your companion cannot attend on the proposed date however, you must suggest another date suitable to everyone involved which must not be more than 5 working days following the original date proposed. You are under an obligation to take all reasonable steps to attend any formal meeting.

16.3 No one you work with is obliged to accept your request that they accompany you and you must not place them under any pressure if they do not wish to act as your companion.
16.4 Your companion and you will be given a reasonable amount of time to confer privately and prepare for the grievance meeting or disciplinary hearing.

16.5 Your companion will participate as fully as possible and can both ask questions and address the meeting or hearing. It is important to understand however that your companion does not have a right to answer questions for you or on your behalf.

PART 4 – CONCLUSION

17. Understanding

17.1 This is an important document and Management and employees should be familiar with its terms. It is intended to comply with legal requirements but also to be as easy as possible to understand. If you do not understand any of the obligations or steps referred to you should refer to a member of Management who will provide you with a response.

17.2 It is not always possible to resolve disputes relating to work, conduct or performance but these procedures and the steps referred to above are intended to promote this and provide a framework for doing so. It is important that employees (as well as Management) understand their obligations.

17.3 Management will comply with the principles and steps referred to above and you are expected to do likewise. If you do not co-operate (with regard to meetings or otherwise) you may lose the right to participate in these procedures.

17.4 If a dispute gives rise to both disciplinary action and a concurrent grievance, providing they are related, it is not always necessary to follow both procedures. Grievance meetings can be held concurrently with the disciplinary meeting or appeal. Meetings can be multi-purpose.

17.5 If an employee or their companion is disabled, all reasonable steps will be taken to enable them to attend and participate fully in the meetings and other steps referred to in the procedures. Disabled individuals should (if necessary) notify the Company of how their day to day activities may be affected in the context of the procedures.

18. Status

18.1 This document will apply to all employees regardless of their particular terms and conditions or length of service. Except to the extent that it reflects statutory entitlements however, it does not form part of the terms and condition under which you are employed.

18.2 This means that whenever your terms and conditions differ from the terms of this document, reference will be had to your terms and conditions, which are the agreed basis upon which you are employed and which will prevail.

18.3 If you do believe that the terms of this document have been disregarded you should raise this at your formal meeting or (if necessary) raise this as a specific grievance to commence the procedure.
Appendix 2
Equal Opportunities Policy

The Equal Opportunities Policy is not only about ensuring that we meet our legal obligations but also about making clear our commitment to equality of opportunity and about reinforcing our ethos in respect of encouraging fairness and equality of treatment for all.

YOUR COMPANY supports equality of opportunity in respect of employee provision and employment practices. It deplores all forms of unlawful or unfair discrimination and seeks to provide an environment free from discrimination against students, staff and others on the grounds of age, gender, marital status, colour, ethnic origin, nationality, religion, disability or sexual orientation.

YOUR COMPANY requires that its procedures and practices are consistent with these policies. These will include in particular: employee selection, appointment, induction, assessment, discipline, promotion, development and training.

YOUR COMPANY hold common values about respect for others and about respecting the differences between people. These common values underpin and inform our Equal Opportunities Policy.

YOUR COMPANY is committed to fairness in its practices and in meeting the needs of our employees. Where appropriate and within our means, YOUR COMPANY will take positive action to meet these commitments.

Responsibilities

The Managing Director is responsible for the overall implementation of this policy.

The Senior Management Team is responsible for advising the Managing Director on equal opportunities matters, for monitoring the implementation of this policy and for making recommendations based on this monitoring.

YOUR COMPANY requires employees to ensure that their conduct conforms with this policy and with any practice or procedure developed to implement this policy whilst in YOUR COMPANY employ. We are committed to:

Investing In People by

- valuing the different expertise of all staff and recognising their contribution to our mission and goals
- promoting a positive climate of respect and co-operation between all groups of employees, with open and tolerant discussion of important issues
- seeking diversity of knowledge, background and experience in recruiting our staff, and equality of opportunity in our processes
- providing our employees with reasonable workloads, well-defined responsibilities, achievable aims and a safe environment
- offering development opportunities to all staff in line with our strategic plan, with emphasis on practice, teamwork and continuous improvement
- developing our managers so that they are effective in coaching, motivating and supporting our staff.
- encouraging initiative, flexibility, creativity and innovation
- helping each other to be open to new ideas, to learn, to share good practice, and to succeed.
Achieving High Quality In All Our Activities by

- seeking fitness for purpose in all areas of activity, with support, research and external collaboration
- empowering those who deliver training and support activities to make judgements about standards and quality and to take appropriate action
- listening carefully to our employees and clients when establishing and fulfilling their requirements
- evaluating our activities effectively using reasonable, achievable targets, which are reviewed fairly and openly
- using peer judgement as the most effective way of assuring standards and enhancing the quality of provision
- responding to feedback from stake-holders, taking into account our vision, values and guidelines.
- achieving consistency of policy, documentation and monitoring across internal and collaborative provision

**Assessment of policies**

**YOUR COMPANY** will appraise the impact of its policies through assessment, and evaluating the feedback from monitoring data to form action plans and targets.

The assessment will be carried out as part of routine activities, in accordance with a planned schedule, and will be considered at least once per year by the Senior Management Team, which will produce a report for consideration in conjunction with other Policies.
Appendix 3
Harrassment Policy

DEFINITION

It is difficult to define harassment mainly because it takes many forms, occurs on a variety of grounds and may be directed at an individual or group. It is the behaviour and the actual effect on the recipient which determines what constitutes harassment, not the intention of the perpetrator.

EXAMPLE DEFINITION

- Unwanted, unreciprocated and offensive behaviour imposed on a person(s) because of their race or sex.
- Behaviour which is unwelcome and which might create a stressful or intimidating environment. Such behaviour can be persistent or an isolated incident towards one or more individuals.

EXAMPLES OF HARASSMENT

- Verbal abuse or taunting
- Racist/sexist jokes including practical jokes
- Leering or insulting gestures
- Unfair allocation of work or benefits
- Ignoring or “freezing out” of colleagues
- Embarrassing comments
- Intrusion or pestering, following, spying etc
- Physical contact from touching and petting to assault
- Display or circulation of offensive materials/books etc
- Intrusive or persistent questioning about ethnic origin
- Irrelevant and unnecessary references to sex

This list is illustrative and not exhaustive

WHY SHOULD EMPLOYERS ADDRESS HARASSMENT

When harassment takes place it can have tangible adverse effects for an employer: -

- Harassment destroys the confidence of the recipient. They can become demotivated, their performance suffers and they are more likely to take time off work.
- If harassment in a company continues it will have a negative effect in general morale causing absenteeism and resignations of quality staff to increase. Lower performance is a consequence resulting in low quality of product or service.
- Sexual and racial harassment can be unlawful discrimination where the recipient suffers a detriment or disadvantage e.g. loss of job or promotion. The employer has a legal requirement to take all reasonable steps to prevent harassment in the workplace.
RESPONSIBILITIES

STAFF

- All forms of harassment are upsetting to the recipient and can embarrass, intimidate or humiliate and individual as well as undermine respect between colleagues. All staff have an obligation to ensure that they do not harass their colleagues or condone harassment by others.

LINE MANAGERS/TUTORS

- Be prepared to take prompt corrective action if they are aware that incidents of harassment are taking place in their office.
- Prevent potentially offensive material from being displayed or circulated in their office.
- Ensure that policy and complaints procedures are communicated to all new staff/trainees as part of training and induction programmes.
- Make it absolutely clear that they should report ALL cases of harassment.
Appendix 4
Health & Safety Policy

We recognise our duty to comply with the Health & Safety at Work Act 1974 and will, so far as is reasonably practicable:
1. Provide adequate resources to maintain health and safety including the provision of PPE.
2. Carry out risk assessments and review them when necessary.
3. Provide and maintain systems of work that are safe and without risk to health.
4. Establish arrangements for the use, handling, storage and transport of articles and substances provided for use at work, which are safe and without risk to health.
5. Provide employees with such information, instruction, training and supervision as is necessary to secure their safety and health at work and that of others who may be affected by their actions.
6. Carry out health surveillance, where required.
7. Ensure that all machinery, plant and equipment are maintained in a safe condition.
8. Make adequate provision and arrangements for welfare facilities at work.
9. Keep the work place safe and ensure that access and egress are safe and without risk.
10. Monitor safety performance to maintain agreed standards.

The duties of employees are to:
1. Take reasonable care of their own health and safety, and that of others who may be affected by their acts or omissions at work.
2. Co-operate with others in the Company to fulfil our statutory duties.
3. Not interfere with, misuse or wilfully damage, anything provided in the interest of health and safety.

To ensure that this policy is effective, we will
1. Review it continually to address significant changes in our business.
2. Remain aware of legislative updates.
3. Make any changes known to employees.
4. Review current processes, procedures and practices by aligning them against current legislation, guidelines and best practice.
5. Ensure organisational arrangements and responsibilities are clearly defined.
6. Maintain communication and consultation between all levels of staff on matters of health, safety and welfare.
Appendix 5

Attendance Policy

In cases where your absence record warrants attention, your manager or other appropriate person will interview you. This interview will be triggered by the advent of four days absence within a rolling two-month period, taken in more than two episodes. The purpose of this interview will be to discuss your views about your state of health in the light of your sickness absence record. This will be on an informal basis in the first instance.

Your manager will have the record available and will demonstrate how it exceeds an acceptable level of absence. They will also highlight any patterns or trends which require explanation. Your manager will invite you to discuss any underlying problems such as work related or other difficulties.

You will be asked to explain the circumstances which necessitate your being absent from work. If appropriate, you will be offered an appointment to discuss any recurring health problems with the Medical Advisor and arrangements will be made for an appointment within five working days of the meeting, in normal circumstances. The Medical Advisor will report their findings in confidence to the manager concerned. A follow-up meeting will be arranged within five working days of the appointment with the Medical Advisor to review the situation.

If you refuse such an appointment, the Company will have to make decisions without the benefit of medical advice. Such a refusal may also prejudice your right to Company Sick Pay. Where there appears to be no one substantial underlying cause for excessive absence, it will be made clear to you that you will be expected to meet appropriate attendance targets.

A continued failure to meet attendance targets will result in you being subject to the formal attendance procedure on the grounds that you do not reach the Company’s required standard of attendance. Medical certificates to cover all absences will be requested and further attendance targets set. The Company may ask for further medical advice at any stage during the formal procedure and if you refuse to give permission for such advice to be sought, the Company will be obliged to make any subsequent decisions without the benefit of such advice. Employees are entitled to be accompanied at any stage of the formal attendance procedure by a colleague or union representative.

A formal written warning will be issued where attendance targets are not reached after the above action. This warning will remain on file for twelve months and further failure to reach set attendance targets during that time will result in a final written warning. This will remain on file for twelve months and further failure to reach set attendance targets during that time may result in dismissal with notice for failing to reach the required attendance standards.