

**WOOSTER & STOCK  
LIMITED**

**EMPLOYEE HANDBOOK**

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# **WOOSTER & STOCK LIMITED**

## **EMPLOYEE HANDBOOK**

<b>SECTION</b>	<b>CONTENTS</b>
<b>A.</b>	GENERAL INFORMATION
<b>B.</b>	EMPLOYEE BENEFITS
<b>C.</b>	RULES/REGULATIONS
<b>D.</b>	VEHICLE RULES
<b>E.</b>	INTERNAL PROCEDURES

## **A. GENERAL INFORMATION**

	<b>PAGE NOS.</b>
CONTENTS	A1
INTRODUCTION	A2
EQUAL OPPORTUNITIES	A3
NON HARASSMENT POLICY	A4
COMMENCING WORK	A5
DURING YOUR EMPLOYMENT	A6 – A7

# **1. INTRODUCTION**

Welcome to Wooster & Stock Limited. We are extremely proud of our organisation and the team we have assembled to service and promote our business. It is fully accepted that our staff are a most valuable asset and the key means to achieve profitability and ongoing success.

In order to continue providing the highest quality standards of service, it is essential that we share a common approach in the way we perform our duties and responsibilities.

We set out in this handbook the policies and procedures with which we will pursue our commitment to develop the potential of all our staff and maintain lasting working relationships.

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

## **2. EQUAL OPPORTUNITIES**

We recognise that discrimination in the workplace in any form is unacceptable and in most cases unlawful. We have therefore adopted an Equal Opportunities Policy to ensure that all job applicants and employees are treated fairly and without favour or prejudice. We are committed to applying this policy throughout all areas of employment, recruitment and selection, training, development and promotion. In all situations people will be judged solely on merit or ability. The following sets down the key points of the policy, and any breach of the policy will lead to disciplinary action which may include dismissal.

Each and every employee has a duty to observe and apply the policy at all times.

The policy will be implemented in accordance with the requirements of the Rehabilitation of Offenders Act, the Sex Discrimination Act, the Race Relations Act, the Disability Discrimination Act, the Employment Equality (Age) Regulations and their various amendments.

To ensure that we reach the widest cross section of the community, all vacancies will be advertised through the appropriate agencies, or independent media, as well as being advertised internally. We also encourage staff to recommend new employees.

We will ensure that no job applicant or employee receives less favourable treatment on the grounds of race, colour, nationality, ethnic, or national origin, sex, marital status, sexual orientation, disability, political opinion/affiliation, age religion or belief.

Interview questions will be related to the requirements of the job and we will not seek irrelevant qualifications. Applicants will be short listed/selected solely on the basis of capability.

Each and every employee has an obligation to make a positive contribution towards engendering an environment of equal opportunity throughout the business.

The Grievance Procedure is available to any individual who believes that they have been discriminated against, and we would urge those individuals to pursue their rights through this channel.

### 3. NON HARASSMENT POLICY

We recognise that harassment in the workplace in any form is unacceptable and in most cases is also unlawful. We are committed to ensuring that we are able to provide a working environment which is harmonious and acceptable to all.

It is your duty to respect the feelings and well being of all your colleagues. What may be acceptable to one person may be upsetting and/or intimidating to another person. Harassment is unacceptable language or behaviour, which causes the recipient of such actions to be embarrassed, offended, or threatened. Harassment can take many forms and can range from relatively mild banter to actual physical violence.

The following outlines examples of the type of behaviour which we consider would constitute harassment, for which the perpetrator(s) will be liable for disciplinary action and in serious cases liable to summary dismissal:-

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

The above is not an exhaustive list.

We understand the sensitive nature of complaints of harassment, but would urge that if you feel that you are the recipient of such behaviour, to implement the Grievance Procedure so that the situation can be resolved satisfactorily. Individuals are assured that should you raise such a grievance, the matter will be dealt with promptly in a discreet and caring manner.

## **4. COMMENCING WORK**

### **CONFIRMATION OF EMPLOYMENT**

You will have been interviewed and have received a formal offer of employment providing some basic details of your job, pay and hours etc. We cannot incorporate all employment conditions in this offer and we shall therefore issue you with a Principal Statement of Terms and Conditions of Service within the first eight weeks of your employment. This document, together with other details within this handbook covers the main terms and conditions of employment applicable to you on joining us.

### **PERSONNEL FILE**

We will create a personnel file for you which will contain details such as your letter of engagement, copy of your Principal Statement of Terms and Conditions of Service etc. During the course of your employment any copy letters, documents relating to your individual circumstances will be added to your personnel file.

Under the Data Protection Act 1998 this personal data will be retained by us in a manual or computerised form, and will be processed in a fair and lawful manner, in accordance with the regulations. You will have the right to access your Personnel Records by giving reasonable notice of your request. A small administration charge may be made for the provision of this service.

### **PROBATIONARY EMPLOYMENT**

In accordance with standard business practice the first three months of your employment with us will be regarded as a probationary period. During this period we shall review with you your on-going performance and suitability. Naturally we would hope to confirm your position as permanent, but it may be necessary to extend the probationary period with your knowledge, or where you prove to be unsuitable to terminate your employment within or at the conclusion of the probationary period.



## **5. DURING YOUR EMPLOYMENT**

### **PERSONAL DETAILS**

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

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

You should ensure that you arrive at work sufficiently early to be ready to commence work at your official starting time.

You must comply fully with any time recording procedures relating to your job.

Lateness and absence will be recorded and unacceptable levels of timekeeping and attendance will result in disciplinary action.

### **DRESS CODE**

The nature of your job requires you to come into contact with clients and members of the public. Your appearance/personal hygiene and dress code are therefore important as we always wish to portray a professional image. You are therefore expected to wear neat, clean and tidy clothing, appropriate to your job responsibilities.

### **GENERAL CONDUCT AT WORK**

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

In your job you will regularly talk with or meet customers and members of the public. You are expected to conduct yourself in a reasonable manner towards any person with whom you come into contact.

You are not permitted during your employment to disclose confidential information relating to the business to any person, or organisation, without our prior written consent.

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

You must not enter into any other form of work or activity whilst in our employment without our consent. This consent will not be granted for other work, which could be construed as being in direct competition with us, or which presents a conflict of interest with our business.

### **CONDUCT OUTSIDE WORKING HOURS**

Whilst we have no intention or wish to intrude upon your activities or interests outside work, we would not expect you to be engaged in any activity outside working hours which could result in adverse publicity to the business, or which would cause us to question your integrity, or prevents you from performing your duties.

## **INDUCTION TRAINING**

On commencing employment, you will be given access to an on line version of the Company Manual, which you should refer to regularly. You will also be taken on a tour of the premises to familiarise you with the layout and facilities, and will be introduced to your work colleagues.

You will be trained as appropriate in aspects of your role to enable you to comply with our methods/practices and to ensure that you are able to function safely and achieve the required standards.

## **DEVELOPMENT TRAINING**

We encourage our employees to undertake such training as is appropriate to their duties/responsibilities or development.

All internal training events i.e. organised by us, will be discussed and agreed with you prior to the event. Should we require you to attend external training, this too will be discussed and agreed in advance. All agreed costs incurred in such training will be met by us.

In order to protect our investment in training, you may be required to sign and comply with a "Reimbursement of Training Fees Agreement".

## **PERFORMANCE REVIEW**

It is our practice to monitor performance on an on-going basis, in the belief that minor issues can be identified at a very early stage and rectified either by retraining or by informal counselling. In this way we feel we can create a positive approach to problem solving and improve efficiency.

However if there is an unacceptable volume or quality of work produced in relation to agreed targets, or by general comparison to other employees, this will be the subject of further investigation. Whilst such investigation may lead to referral to the disciplinary process, we shall also consider whether training or other forms of assistance would be a more appropriate remedy.

## **JOB FLEXIBILITY**

It is an essential condition of your employment that you are prepared to adopt a flexible approach to your work and if necessary carry out reasonable alternative duties, possibly in other departments. We are dependent on this flexibility not only to allow us to adapt to the changing nature and volume of work, but to protect the future of the business and its employees.

## **MOBILITY**

Your Principal Statement of Terms and Conditions of Service will indicate your normal place of work, but it is a condition of your employment that, if necessary and given reasonable notice you will transfer to any other site on which we operate within reasonable travelling distance, temporarily or permanently. This mobility is essential to the efficient operation of our business, and you will be consulted prior to any such transfer.

## **B. EMPLOYEE BENEFITS**

	<b>PAGE NOS.</b>
CONTENTS	B1
WAGES/SALARIES AND OTHER BENEFITS	B2 – B3
ANNUAL HOLIDAYS, HOLIDAY PAY AND PROCEDURES	B4 – B7
SICKNESS/INJURY ABSENCE (PAYMENTS AND CONDITIONS)	B8 – B11
MATERNITY/PATERNITY /ADOPTION ENTITLEMENT	B12
PARENTAL AND DEPENDANT INCIDENT LEAVE	B12
BEREAVEMENT LEAVE	B12
OTHER TIME OFF	B12

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

## **WAGES/SALARIES**

Your Principal Statement of Terms and Conditions of Service will indicate your rate of pay and the frequency and method of payment. You will be issued with a pay statement indicating how your gross pay has been calculated and the deductions that have been made i.e. P.A.Y.E. and National Insurance.

If you encounter any problems with your pay, e.g. incorrect payment, under-payment, overpayment, incorrect deductions etc, then all such problems should in the first instance be raised with the Head Office Manager. Please note that in the event of an overpayment the excess payment will normally be deducted in full from your next payment. You will be given advance warning of any such deduction and any individual hardship will be taken into account and may result in agreement for repayment over a longer period.

## **HOURS OF WORK**

Your Principal Statement of Terms and Conditions of Service will refer to your normal weekly hours.

## **ADDITIONAL HOURS**

You may occasionally be required to work additional hours over and above your normal weekly hours when authorised and as required by the needs of the business. As much notice as is reasonably practicable will be given on such occasions.

## **TAX YEAR DETAILS**

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

## **P11D**

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

## **PENSION SCHEME (STAKEHOLDER PROVISION)**

We will comply with current legislation in regard to the provision of a registered Stakeholder Pension Scheme to which you can choose to contribute. If you choose not to contribute to the Stakeholder Pension then your pension will be in accordance with statutory requirements. For further details on this matter please contact the Head Office Manager.

## **BUSINESS EXPENSES**

We will reimburse you for authorised and legitimate expenditure reasonably incurred by you during the performance of your duties, i.e. travel, and other agreed out-of-pocket expenses. You will be required to complete an expense claim form and support such a claim by submitting valid receipts.

## **2. ANNUAL HOLIDAYS, HOLIDAY PAY AND PROCEDURES**

### **HOLIDAY ENTITLEMENT**

You will accrue paid annual holidays, equivalent to 20 working days, during a complete holiday year. This entitlement to annual leave does not include the Public/Bank holidays referred to later in this section. You will also be entitled to one additional day's holiday for each completed year of service up to a maximum of 5 extra days after 5 years service.

Part time staff will receive a pro-rata entitlement.

### **CALCULATION OF ENTITLEMENT**

A "working week" may vary in length from employee to employee. Your "working week" will be as detailed in your individual Principal Statement of Terms and Conditions of Service.

You will accrue your holidays concurrently during the year and your entitlement for part years of service will be calculated as 1/12th of the annual entitlement for each completed month of service during the current holiday year.

N.B. You are not permitted to carry over unused accrued holiday entitlement from the current holiday year into the next holiday year. Therefore all accrued annual holiday entitlement not taken in the current holiday year will be forfeited.

### **HOLIDAY YEAR**

Our holiday year begins on the 1<sup>st</sup> January and ends on the 31<sup>st</sup> December each year.

Our practice is to apportion your annual holiday entitlement to be taken in the following way:-

You are required to set aside 3 days of your annual holiday entitlement to be taken during the Christmas/New Year closure period. The precise dates on which they are to be taken will be confirmed to you at the beginning of each holiday year.

### **HOLIDAY PAY**

Your holiday pay is calculated using your normal contractual weekly hours as specified on your Principal Statement of Terms and Conditions of Service document.

If, however, you do not work a basic week of fixed, or regular, hours and/or days of work, calculation of a "week's holiday pay" will be based on an average of your earnings during the twelve weeks actually worked in the period immediately leading up to the commencement date of your holiday.

### **HOLIDAY REQUESTS**

In general terms, we seek to be as accommodating as possible in granting time off for annual holidays. However, all holiday requests will be considered on a "first come, first served" basis and we reserve the right to vary times requested in accordance with the needs of the business and to ensure adequate staffing levels are maintained.

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

You will not be permitted to take annual holidays in excess of two consecutive working weeks at any one time and will not be permitted to take any lieu days of Holiday in a week which includes a Public / Bank Holiday.

All holiday requests are to be presented using the Holiday Request Form and submitted to the Head Office Manager. Holidays must not be booked without receiving prior authorisation from the Head Office Manager. If you take holidays without prior authorisation you will be subject to disciplinary action.

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

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

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

In the event of your employment terminating during the holiday year you may be required to take any holidays accrued but not taken in that holiday year during your notice period. Should there be insufficient time during your notice period for you to use up all of the holidays accrued and due to you, any outstanding balance of unused holiday entitlement will be paid in lieu as part of your final termination pay.

In the event of your employment terminating during the holiday year and you have taken holidays in excess of the number of days accrued and due to you, at the effective date of termination of your employment we reserve the right to recover a sum equal to the amount of excess holidays taken by making a deduction from your final pay. You will be notified of such at the time in writing.

# **PUBLIC/BANK HOLIDAYS, PAY AND PROCEDURES**

## **PUBLIC/BANK HOLIDAYS**

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

The above Public/Bank Holidays, and any additional public holidays which may be decreed by statute, are recognised with pay in addition to your annual leave entitlement referred to earlier in this section.

## **PAYMENT ON PUBLIC/BANK HOLIDAYS**

When taken as a days leave you will receive payment at your normal basic daily rate of pay.



## REQUEST FOR ANNUAL HOLIDAYS

EMPLOYEES NAME \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

CURRENT HOLIDAY ENTITLEMENT \_\_\_\_\_ DAYS

(Inclusive Dates)		No. Of Days	Approved By	Days Remaining
From	To			

I agree that if I leave my employment for any reason, payment for any holidays taken but not earned pro-rata in the current holiday year may be deducted from any final wage or salary (see Employee Handbook).

If such final payment does not equal this outstanding amount then I agree to reimburse my employer directly and in equal amount.

Signed .....

Date .....

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

#### **STATUTORY SICK PAY**

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

SSP is only payable on 'qualifying days' which are days you would normally be at work. However, the first 3 qualifying days of sickness/injury absence do not attract SSP and these are called 'waiting days'. Where there are linked periods of sickness/injury absence of 4 days or more (i.e. more than one such period of absence within a 56 day period) then only one period of waiting days is served.

#### **COMPANY SICK PAY**

There is no contractual Company Sick Pay Scheme beyond qualification for Statutory Sick Pay (SSP).

#### **NOTIFICATION OF ABSENCE**

You must notify the Head Office Manager by telephone, at the earliest opportunity on the first day of your sickness absence. Normally this should be done on the day before your shift, but if this is not possible, then you must contact us at the latest 1 hour before your start time. If these timescales are not complied with, an explanation will be required.

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

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

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

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

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

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

## **RETURN TO WORK INTERVIEW**

On your return to work following absence for sickness/injury, you may be required to attend an interview with the Head Office Manager to discuss the reason for your absence, your compliance with notification procedures, your fitness to return to work and resume your duties, or your attendance record in general.

## **SELF CERTIFICATION**

Unless you have submitted a Self Certification form during your initial absence you will be required to complete the Self Certification Form on your return to work and this should be done in the presence of the Head Office Manager.

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

## **DOCTORS CERTIFICATE**

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

## **ACCESS TO MEDICAL RECORDS**

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

## **INDEPENDENT MEDICAL EXAMINATION**

Where it is considered necessary we reserve the right to ask you to undergo an independent medical examination.

## **RECOVERY OF SICK PAY**

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

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

Within this section we have referred to the need to supply either Self Certification Forms or Doctors' Certificates to justify your absence from work through sickness. We would however point out that repeated or continued absence although certificated, may lead us to an overall review of that absence. Whilst sympathising with genuine periods of sickness absence we need to focus on the needs of the business and inevitably, we are unable to operate efficiently with an unacceptably high level of absenteeism.

### **ALTERNATIVE/LIGHT DUTIES**

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

### **INFECTIOUS/CONTAGIOUS ILLNESS**

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

## **ABSENCE/SELF CERTIFICATION FORM**

This form should be completed on your return to work following any period of absence of 7 calendar days or less and handed to your immediate Supervisor/Manager.

If you are returning to work after a sickness absence of more than 7 days you should provide us with a Medical Certificate.

**NAME:** .....

### **DURATION OF ABSENCE:**

FROM	AM/PM	TO	AM/PM
	DAY		DAY
	DATE		DATE

NOTE: If you were absent by reason of sickness, include non working days.

### **REASON FOR ABSENCE**

.....  
.....  
.....

Did you consult a Medical Practitioner? YES/NO. If YES please give details of:-  
Doctors Name, Address, Date of Visit, Treatment Received and any Current Treatment.

.....  
.....  
.....

### **Declaration**

I certify that I have been incapable of work for the reason and on the date(s) shown and that this information is true and accurate.

I acknowledge that false information will result in disciplinary action.

I hereby give my employer permission to verify the above information.

Signed ..... Date .....

Countersigned .....  
(Immediate Supervisor/Manager)

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

The Company will comply with all Statutory Maternity and Statutory Paternity/Adoption Leave and Pay Regulations, and will provide entitlements in accordance with these regulations. Please notify the Head Office Manager as soon as possible after receiving confirmation of your pregnancy or approval of adoption, giving details of the anticipated date of the birth, or adoption. Entitlements will be calculated in accordance with the current Statutory Regulations.

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

If you qualify for unpaid time off within the provisions of the above legislation, you should make your application for time off to the Head Office Manager. You must ensure that the appropriate amount of prior notice is given, when requesting such leave.

## **6. OTHER TIME OFF**

You will be expected to either request a day's holiday or unpaid leave when absent due to the illness of other family members. We recognise that there will be occasions when you will request time off for medical, dental appointments etc, or indeed for domestic reasons. Such requests will only be granted at the discretion of the Head Office Manager who will also determine whether payment will be made if the request is granted. In the interests of business efficiency, such requests should be kept to a minimum. Where possible, such appointments should be arranged outside of normal working hours preferably at the very beginning or very end of the working day to minimise disruption.

Should you find you need to leave work during the working day, you must first obtain the permission of the Head Office Manager.

## **C. RULES AND REGULATIONS**

	<b>PAGE NOS.</b>
CONTENTS	C1
GENERAL RULES AND REGULATIONS	C2 - C3
SECURITY/ CONFIDENTIALITY	C4 – C7
HEALTH AND SAFETY	C8
LEAVING THE COMPANY	C9 - C10

# **1. GENERAL RULES AND REGULATIONS**

## **PERSONAL PROPERTY**

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

## **LOST PROPERTY**

All items of lost property should immediately be reported to the Head Office Manager. Similarly, any unidentified article should be handed to the same person whilst attempts are made to discover ownership.

## **PRIVATE MAIL**

Please do not post your private mail at our expense unless specific permission has been previously granted.

All mail received at our premises will be opened and this will include private mail addressed to individual employees unless permission to have mail sent "care of" has been authorised.

## **FRIENDS AND RELATIVES CONTACT**

We discourage friends and relatives from visiting you at work except in the case of emergency.

## **PARKING**

Private vehicles parked on or around our premises are done so at the owner's risk and we accept no liability for any damage caused to such vehicles.

## **HOUSEKEEPING**

Please keep your individual work area clean and tidy at all times.

## **REST ROOM FACILITIES**

Please ensure that such areas are kept clean and tidy at all times.

## **COMPANY TELEPHONES**

Office telephones are intended for business use only, prior permission must be sought before making personal calls. Company Mobile phones that we issue for business purposes will be subject to a limit of £30 per month for all calls; this amount may be adjusted at the discretion of the management.

If you choose to ignore these rules you may be liable for the cost of the personal call and/or message and you may be liable to disciplinary action.

## **PERSONAL MOBILES**

If you bring your personal mobile into work you should ensure that it is kept switched off during working hours and only used during authorised work breaks.



### **GAMBLING/BETTING**

All unauthorised forms of gambling/betting are strictly forbidden on our premises whether during or outside of working hours.

### **GIFTS AND HOSPITALITY**

In the course of providing services to clients, or in your dealings with suppliers, on our behalf, you should not accept money, or any other forms of reward. Any gifts received should be declared to the Company.

Where refusal of an offer of a gift, or hospitality, might cause embarrassment or difficulty, the matter should be immediately referred to the Head Office Manager.

### **BUYING AND/OR SELLING OF GOODS**

You are not permitted to buy and/or sell goods of any kind whether on your own account, or on behalf of any other party on our premises whether during or outside of working hours.

### **COMPUTERS AND INTERNET ACCESS**

The use of Company computers or the internet for private or personal reasons is not permitted during normal working hours.

### **COMPANY PROPERTY AND ASSETS**

No personal use of Company property or assets is allowed unless prior written permission has been granted, and Company property must only be used for the purpose for which it is intended and must not be removed from the premises, without prior approval.

You have a duty to report to management, any damage to or loss of cash, stock, fixtures and fitting or Company property (including vehicles).

If, following investigation, it is found that as a result of your carelessness, negligence, or failure to comply with our procedures, or by wilful act, we suffer loss, or damage of cash, stock, fixtures and fittings, or property, (including vehicles excess insurance), this may be construed as a breach of the rules, which could result in disciplinary action being taken.

Additionally, you may be liable to pay the full, or part, cost of making good our loss in respect of cash, stock, fixtures and fittings, or our property (including vehicles). In the event that we make a claim against our insurers, for repair, or replacement, or other losses incurred, we reserve the right to require you to pay any insurance excess that may accrue.

**N.B. This would include losses incurred by the Company in respect of any hire equipment or costs which the Company have had to reimburse to a third party.**

## **2. SECURITY/CONFIDENTIALITY**

### **RANDOM CHECKS**

We reserve the right to conduct random checks on your person or your property whilst you are on our premises or engaged on our business. Where such random checks are conducted, care will be taken to ensure that a work colleague accompanies you at the time of the check. In such circumstances you will be asked to remove the contents of pockets, bags, parcels, vehicles etc. The random aspect of such checks, by definition, does not imply suspicion against the individual concerned.

You may of course refuse to co-operate with a random check but this may be considered to be a breach of contract on your part. We reserve the option to involve the Police at any stage.

### **CONFIDENTIALITY**

You must not disclose any trade secrets or other information of a confidential nature relating to our business or any of our associated companies or their business or in respect of which we owe an obligation of confidence to any third party during or after your employment except in the proper course of your employment or as required by law.

You must not remove any documents or tangible items which belong to us or which contain any confidential information from our premises at any time without proper advance authorisation.

You must return to us upon request, and in any event, upon the termination of your employment, all documents and tangible items which belong to us or which contain or refer to any confidential information and which are in your possession or under your control.

You must if requested by us, delete all confidential information from any re-usable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

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

Only Luke Wooster is authorised to make any communication or statement to the media in matters relating to the business.

### **OTHER EMPLOYMENT**

You must notify us of all other employment which you undertake. We will not allow any other employment which is either in direct competition or presents a conflict of interest with ourselves or our operation. This information is also required in order that there is no infringement of the Working Time Regulations.

## **COMPUTER/NETWORK SECURITY**

In order to maintain the integrity of our computer system and records, the following rules must be observed.

Passwords for access to the system are confidential and must not be revealed to other persons.

Playing games on the system, or individual computers is forbidden.

All software or disks must be authorised by the IT Manager, before they are loaded onto or even placed in any computer.

Upon the discovery of computer virus and/or corrupted information ,the IT Manager must be advised immediately.

Access to Internet must be authorised by the IT Manager and use of the Internet is restricted to work use. Private use is forbidden.

The sending of E-mails is restricted to business use only.

The creation, generation, and distribution of materials that are offensive on race, sex, disability, age or religious grounds are forbidden.

It is forbidden to use the computer system to generate and/or distribute material which is offensive to or ridicules other employees.

The storage of any kind of offensive material (including pornography) on the computer system is expressly forbidden.

In respect of these rules material will be considered offensive if it causes distress to the person who receives or discovers it.

Accidental sending of such material should be impossible if the above rules are observed and applied.

We consider any serious breach of these rules to be Gross Misconduct for which the normal punishment will be summary dismissal.

## **E-MAIL CODE OF CONDUCT**

The arrival and installation of network and connectivity technologies enable us to use e-mail. However, e-mail could lead to poorer communication if it is abused and misapplied.

This document sets out our e-mail code of conduct so that any employee who:-

- uses e-mail technology on our behalf;
- uses the technology on hardware, software we provide;
- uses the technology to communicate information about us, our customers and/or suppliers;
- uses the technology to communicate any information that has been gained from us.

The employee does so in accordance with this code of conduct.

Failure to do so will lead to disciplinary action which could result in summary dismissal for gross misconduct.

Our objective for installing e-mail is to provide an improved channel of communications with our customers and therefore improving customer satisfaction.

E-mail is a business tool we can use for improving customer satisfaction and must be treated as such.

Caution must be taken when using e-mail as it is easy to send. **BUT** once the send command has been given, the message cannot be stopped.

E-mail is not a substitute for face to face, or even telephone communication. The human being uses many techniques during face to face communication (e.g. body language, facial expression, tone, pitch, etc) that cannot be employed within an electronic message. Care must be taken in the construction of an e-mail message so that its contents cannot be misinterpreted.

Bullying, harassment or abuse of others through the use of e-mail is forbidden. This includes sending information that insults or harasses others with respect to the sex, race, age, disability or religion.

It is forbidden to:-

- access or distribute pornography;
- engage in on-line gambling;
- take part in electronic chain letters;
- download or distribute copyright information;
- download, open or distribute unauthorised software;
- post confidential information about us, our customers or suppliers without authorisation;
- use our system for personal purposes, without the prior authority of the IT Manager.

Although e-mail provides the capability of sending the same message to many recipients simultaneously, only include the people who need the message. Otherwise "junk e-mail" is being generated for no reason.

Deliberate sending of junk e-mail is forbidden.

When replying to an e-mail, make sure that the reply is for the sender only and not original mailing list (unless there is a requirement to do so).

When attaching files to a message, keep them small. E-mail is not the medium to use for very high resolution graphics. In addition, do not attach files that have hidden confidential information (e.g. base cost calculations you may have used to generate a quote). Software exists that can reveal this hidden data.

The Company has the facility to monitor all data transfers, and email and internet usage and recorded data may be used in any disciplinary hearings or investigations.

Remember:-

- email is another way of writing a letter and as such must be prepared and written in a way that is professional, contains correct spelling, grammar and punctuation and is presented in a conventional manner.
- e-mail can be read by third parties (police can obtain printouts directly from internet service providers without a warrant);
- e-mail can be used in evidence;
- e-mail can create binding contracts.

Make sure that the content of your e-mail is factually correct and non-defamatory.

It is forbidden to send e-mail using a mail client (i.e. software) that has been installed for another employee (i.e. someone else will appear to be the sender) unless authorised to do so. In addition you must take adequate precautions to prevent this (e.g. ensure that PCs are not left switched on and unattended for long periods of time).

An individual's PC may be audited at any time to ensure compliance to this code of conduct.

Should you be subject to harassment or abuse from e-mail at work from another employee, then the matter should be reported through the Grievance Procedure immediately.

### **3. HEALTH AND SAFETY**

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

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

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

Smoking is not permitted anywhere inside the Company's or clients' premises, and also not in Company vehicles.

Alcohol or illegal drugs for personal consumption are not allowed on our premises, and you should refrain from consuming alcohol during working hours, this includes during lunch breaks etc.

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

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

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

## **4. LEAVING THE COMPANY**

### **RESIGNATION**

If you wish to terminate your employment you are required to give notice in writing, clearly setting out the reasons for your decision. Your notice should be submitted to the Head Office Manager in accordance with the notice periods set down in your Principal Statement of Terms and Conditions of Service. You will also be required to attend an exit interview prior to your departure from the Company and may be required to train another member of staff to cover your duties in handing over.

### **NOTICE PERIODS**

Due to the nature of your role, we may at our absolute discretion, require you not to perform certain duties. Furthermore, you may be required to serve your notice at home, but at all times to remain available for work, or take unused holiday entitlement.

In addition, we reserve the right, at our absolute discretion, to require you not to work your notice, but instead we will make a payment in lieu of notice, in accordance with the terms of notice within your individual Principal Statement of Terms and Conditions of Service.

### **REDUNDANCY**

In the event that we have to consider a potential redundancy situation it is important for all concerned to understand that certain procedures will be considered before any final decision to implement a redundancy is taken.

Any decision to proceed with a redundancy programme will be based on either an economic, technical, or organisational reason.

In the event of a potential redundancy situation we will initially consider the following steps:-

- ensure that any overtime working is reduced to an absolute minimum;
- restrict recruitment where such recruitment could have a bearing on the outcome of any redundancy situation;
- investigate if appropriate measures such as short-time working and/or lay off without pay can be implemented in order to avoid any potential redundancies.

In the event that a redundancy programme is pursued all potentially affected employees will be notified of our proposals and there will be full and meaningful consultation with the target group(s) concerned. Selection criteria where applicable will be discussed with the target group(s) and no final decision will be taken without every opportunity having been given to the employees concerned to consult with management and explore possible alternative positions.

### **RETIREMENT**

Subject to alternative arrangements being mutually agreed, in accordance with current legislation, your normal retirement age will be 65 and as such you will retire at the end of the week in which your 65<sup>th</sup> birthday falls. Should you wish to continue working after this date, please raise this with the Head Office Manager.

### **LEAVING WITHOUT WORKING NOTICE**

If on leaving our employment you fail to work your full contractual notice without our prior agreement, an amount equal to any loss suffered by us, or the additional cost of covering your duties for the period not worked will be deducted from any final monies due to you. This is an express written term of your contract of employment.

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

You must return any Company property entrusted to you during your employment, on or before your official leaving date. In the case of summary dismissal such property must be surrendered immediately (property includes keys, documents, mobile phones, lap top computers, disks/data other records, equipment, stock etc).

You must also on leaving, delete all confidential and other Company information from any equipment, hard disks or re-usable material and return or destroy all other Company documents and data or information which is in your possession or under your control.



## **D. VEHICLE RULES**

	<b>PAGE NOS.</b>
CONTENTS	D1
COMPANY VEHICLE RULES	D2 - D5

# **1. VEHICLE RULES**

## **QUALIFICATION TO DRIVE**

Before you can be authorised to drive one of our vehicles, you should hold a full United Kingdom (European Communities Model) driving licence, or international equivalent, valid for the group/category of the vehicle to be driven.

Any matter which might affect your eligibility or fitness to drive, or which may invalidate our motor vehicle insurance cover, must be reported without delay to the Head Office Manager. Such matters include penalty points, endorsements, suspension, or disqualification from driving, or actions/prosecutions pending, or any health conditions or treatment, which might affect your fitness to drive.

## **AUTHORITY TO DRIVE**

Before you drive one of our vehicles you must receive authority from the Head Office Manager to whom you must submit your driving licence for inspection. A photocopy will be taken of your driving licence and held on file and any changes to the licence must be reported immediately to the Company. We reserve the right to inspect your driving licence at random intervals throughout your employment.

## **PERMITTED USE**

Vehicles are provided to assist you in the performance of your duties, however reasonable social, domestic and pleasure use is also permitted. You are expressly prohibited from using our vehicle for carrying unauthorised passengers and/or goods. Under no circumstances may our vehicle be used for hire or reward, or to take part in any form of motor sport such as racing, rallying, or pace making.

## **SECURITY**

Always lock the vehicle when leaving it unattended, and where fitted, alarms/immobilisers must be set. Valuables should be stored out of sight or locked in the boot. Valuables must not be left in the vehicle for long periods or overnight. When parking-up a vehicle for any length of time, particularly in the hours of darkness, try to choose a well-lit area with passing traffic and pedestrians, rather than somewhere secluded.

## **FUEL AND MILEAGE**

Authorised vehicle drivers are required to submit monthly fuel expense claims, on the forms supplied, clearly showing a breakdown of business use and private use. A maximum of £75 -00 per month may be claimed on fuel expenses; this amount may be adjusted at the discretion of the management.

Any misuse of this system will leave drivers liable to the repayment in full of any claim made for fuel, or other purchases, which can not be identified to be directly attributable to business use. In addition the appropriate disciplinary action will be taken.

## **ROUTINE MAINTENANCE AND CLEANLINESS**

Authorised vehicle drivers are responsible for keeping their vehicle clean, both inside and out and for all routine checks, including oil and water levels, tyre pressure and tread depth, brake and power steering fluid reservoirs and lights and indicators. To ensure that the vehicle is always in a roadworthy condition, these checks must be undertaken on a regular basis. We reserve the right to carry out random inspections of our vehicles.

## **SERVICING AND REPAIRS**

Authorised vehicle drivers are responsible for ensuring that the vehicle allocated to them is serviced at the intervals set down in the manufacturer's handbook. All maintenance work whether under warranty, routine servicing, or otherwise, must be authorised in advance by the Head Office Manager.

## **USE OF MOBILE PHONES IN COMPANY VEHICLES**

Mobile phones must not be left in vehicles when unattended, even if this is for a short period of time. When you leave the vehicle you must take the phone with you. Any phones which are lost or stolen, attributable to your direct negligence must be replaced at your own expense.

In accordance with legislation you must not, under any circumstances, use a mobile phone in your hand whilst the vehicle you are driving is in motion or stopped in traffic.

In addition, mobile phones, even when in the hands free position, must not be used to send or receive text messages or to manually dial calls whilst the vehicle you are driving is in motion or stopped in traffic.

The only acceptable time for mobile phones to be used to either text or manually dial and/or be hand held is when the vehicle is parked in neutral, the handbrake is on and the engine is switched off.

Any driver convicted of an offence involving the use of a mobile phone in contravention of legislation will be responsible for all fines/penalties imposed and in addition could be subjected to disciplinary action for serious misconduct.

Whenever a driver receives a call via the hands free equipment, he/she must decide if it is safe to take or continue the call. If it is not felt to be safe, or the caller cannot be understood due to road noise, conditions or traffic, the driver should explain this to the caller and arrange to call back when it is safe to do so and in accordance with the arrangements set out above.

## **ALTERATIONS AND ADDITIONS**

You must not make any alterations to the normal specification of the vehicle unless you have written permission from the Head Office Manager. This includes the fitting of towbars, additional aerals or roof racks. If permission is given to make any additions, or alterations, to the vehicle specification, we reserve the right to require you to have the vehicle professionally restored to its original condition before it is returned to us.

## **BREAKDOWNS**

In the event of a vehicle breaking down you should contact the Head Office Manager, who will advise you what actions are to be taken.

## **DOCUMENTS**

### **Road Fund Licence**

We will make arrangements for the road fund licence for your vehicle to be renewed when it is due. You will be notified when it is available and it can be collected from the Head Office Manager.

### **M.O.T.**

Periodically your vehicle will require an M.O.T. certificate of roadworthiness. Arrangements will be made with a local garage for the vehicle to be tested and you should ensure that you forward the completed certificate/paperwork to the Head Office Manager without delay.

### **Insurance Certificate**

We will retain the original motor vehicle insurance certificate at Head Office, a photocopy will be made available and should remain in the vehicle to which it is allocated.

## **ACCIDENT REPORTING**

All damage to, or loss of, or from, one of our vehicles however caused, must be reported to the Head Office Manager without delay. You will be required to complete a detailed report form as soon as it is reasonably practicable.

If you are involved in an accident resulting in damage to property, or another vehicle, or which causes injury to any person or notifiable animal, you must give your name and address, our name and address, the registration number of your vehicle and details of our insurers, to any person who may reasonably have grounds for requesting the information. You must notify the Head Office Manager of the incident without delay.

If following an accident, you are in a position to do so you should take the following steps:-

- make your vehicle safe;
- give assistance to any injured persons;
- warn other traffic;
- obtain the names, addresses and insurance details of other parties;
- obtain the names and addresses of any witnesses;
- obtain the names, numbers and base, of any Police officers in attendance.

Do not offer any opinion regarding responsibility for the accident. Simply exchange the particulars mentioned above.

You should also let us have a sketch detailing the roads in the location, give way markings and signs etc and also showing the positions of all the vehicles before and after the accident.

If you are asked to make statements by the Police you should ask to contact the Head Office Manager. before doing so. This is particularly important in serious accidents where death or injury may have resulted and it may be necessary for you to be legally represented.

## **INSURANCE PROVISIONS**

A copy of the Company's Insurance Policy and Documents will be made available for you and it is your responsibility to read these documents in full. Anything you do which is not covered by the Policy will be regarded as your responsibility.

If we need to make a claim on our motor vehicle insurance we must show that we have not been negligent. Consequently it is vitally important that you follow all reasonable security procedures and drive the vehicle in a responsible and careful manner.

If a vehicle is damaged and after investigation such damage is found to be as a result of your negligence, we reserve the right to require you to meet the expense of repairing the damage. Alternatively, if the damage results in a claim on the insurance, we reserve the right to require you to pay any insurance excess that may accrue.

Every incident with a vehicle will be investigated and in the case of repeated incidents the appropriate disciplinary action will be taken which may include the right to withdraw the vehicle. Personal property is not covered by our vehicle insurance and if you wish to safeguard your own property you should take out your own insurance cover.

## **FINES**

If you incur any fines for parking or other motoring offences, whilst driving one of our vehicles, you will be personally accountable for the payment of such fines. Fixed penalty notices are normally reported directly to us by the authorities. We reserve the right to pay such fixed penalties on your behalf and deduct the cost from your wages or salary.

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## **E. INTERNAL PROCEDURES**

	<b>PAGE NOS.</b>
CONTENTS	E1
INTRODUCTION TO DISCIPLINARY PROCEDURE	E2
DISCIPLINARY RULES AND CATEGORIES OF CONDUCT	E3 – E5
DISCIPLINARY INVESTIGATIONS AND HEARINGS	E6
DISCIPLINARY ACTION	E7 – E8
DISCIPLINARY AUTHORITY	E8
DISCIPLINARY APPEALS PROCEDURE	E9
GRIEVANCE PROCEDURE	E10
CONFIDENTIAL REPORTING POLICY	E11
LAY OFF PROCEDURE	E12
ALTERATIONS AND MODIFICATIONS TO THE EMPLOYEE HANDBOOK	E12

# **1. INTRODUCTION TO DISCIPLINARY PROCEDURE**

All organisations need a minimum number of rules and procedures in order to protect the interests of both the employer and the employee and also the interests of others who come into contact with our organisation.

The rules that we have set out specify standards of performance and behaviour and the procedures referred to in this section are intended to promote consistency and fairness. The purpose of our rules and procedures is to emphasise and encourage improvement in conduct and performance and is not necessarily to be construed as punitive action. Accordingly, every effort is made to ensure that when action is taken under the disciplinary procedure that action is fair and reasonable and that you are given every opportunity to present your case and that there is a right of appeal against any disciplinary decision which is considered to be either unfair or unjust.

The following rules and procedures that are set out are intended to ensure:-

- that disciplinary action when taken is taken quickly, fairly and in a uniform and consistent manner;
- that you will only be subjected to disciplinary action once there has been a full investigation of all of the facts and you have had an opportunity to present your side of the case. If you are disciplined, you will receive a clear explanation of both the decision reached and any penalty imposed and of the right to appeal against the decision and/or penalty.



## **2. DISCIPLINARY RULES AND CATEGORIES OF CONDUCT**

It is not practical to set out all the instances of conduct or performance which may lead to disciplinary action. However the disciplinary procedure may be invoked as a result of:-

- any failure to observe the rules set out in this Handbook or in any other part of your Contract of Employment/Principal Statement of Terms and Conditions of Service.
- any other instance of conduct or performance, which we believe could only properly be dealt with under the disciplinary procedure.

It is impossible to produce an exhaustive list of all instances of misconduct or performance giving rise to disciplinary action, and it is also impractical to state which category of discipline will be applied to any given degree of behaviour or performance. Other than for a probationary termination, or a Gross Misconduct issue, it is unlikely that dismissal would be the first course of action taken. However, conduct or performance which proves to be unacceptable will fall into one of the undernoted four categories.

- Unsatisfactory Conduct
- Misconduct
- Serious Misconduct
- Gross Misconduct

### **Informal Counselling**

Where a breach of conduct or performance is not regarded as being particularly serious and is shown to have been caused by capability, competence or behaviour of an employee, we may deal with this matter informally in the first instance and give an opportunity for improvement, if necessary with training, rather than to revert to the formal disciplinary procedure. Any decision to proceed in this way however is a matter for our discretion and will depend entirely on the circumstances of each case.

### **Unsatisfactory Conduct**

Any minor breach of the rules and regulations will fall into the category of unsatisfactory conduct. If it is considered sufficiently serious to warrant disciplinary action then it is likely that if this is the first instance of such a minor misdemeanour the disciplinary consequence will be a verbal warning. In dealing with unsatisfactory conduct it is the standard of conduct or indeed performance which is being considered and not necessarily a repetition of an earlier misdemeanour.

### **Misconduct**

Disciplinary action may be taken where there is continued repetition of action which has resulted in a previous verbal warning for unsatisfactory conduct and there has been no improvement or there has been continued breach. It may well be however that the misconduct in question may be sufficiently serious to warrant an immediate written warning without there having been a previous verbal warning issued.

## **Serious Misconduct**

Serious misconduct or a serious shortfall in performance may in themselves require a final written warning to be issued irrespective of whether previous warnings have been given. A first and final written warning may be issued where it is considered that conduct or performance is not sufficiently serious to warrant dismissal but nevertheless is considerably more serious than the action which would normally have warranted a written warning for misconduct.

There will be occasions when you have received a combination of either verbal and/or written warnings in respect of your conduct or performance and there has still been no marked improvement or there has been repetition of the action for which the previous warnings have been given. Consequently, if you have previously been given a written warning in relation to your conduct or performance and there has been no improvement or there has been a repetition of the misconduct then the next disciplinary action will usually be a final written warning for serious misconduct.

Please note that following the issue of a final written warning any further repetition or further breach in relation to conduct or performance will usually result in dismissal with contractual notice, after a disciplinary hearing.

## **Gross Misconduct**

Certain aspects of behaviour, conduct and performance, will be construed as gross misconduct and this term as the name implies involves conduct which is particularly serious in itself or in its consequences. In such cases it is considered inappropriate to allow you to continue at work and the only proper course of action would be summary dismissal which means summary dismissal after a disciplinary hearing with the forfeiture of any right to notice of termination, or payment in lieu of notice.

WE RESERVE THE RIGHT TO DEAL WITH EVERY CASE ENTIRELY ON ITS MERITS BUT IN RETURN WE UNDERTAKE THAT WE WILL ALWAYS SEEK TO CONDUCT THE DISCIPLINARY PROCEDURE REASONABLY, FAIRLY AND CONSISTENTLY.

## **EXAMPLES OF ACTS OF GROSS MISCONDUCT**

You are liable to summary dismissal (i.e. without notice, or payment in lieu of notice) following a disciplinary hearing, if you are considered to have acted in any of the following ways:-  
(Please note this is not an exhaustive list.)

- deliberate, or serious breaches of conduct standards/rules and regulations;
- theft of money, or property, whether belonging to the business, a fellow employee, or a third party associated with the business;
- any action which can be construed as intent to defraud/deceive;
- being under the influence of intoxicants, drugs, or other substances;
- fighting, or physical assault, or abusive/threatening behaviour;
- grossly indecent, or immoral, behaviour;
- wilful refusal to carry out a legitimate management instruction;
- deliberate or serious breach(es) of the Health and Safety rules;
- carrying out private work on the premises and/or in working hours, without express permission;
- deliberate damage, destruction, or sabotage, of our property, or any property belonging to a fellow employee, or a third party associated with the business;
- discriminatory conduct or harassment;
- deliberate, or serious, breach(es) of computer/software/e-mail/internet, rules and procedures;
- Any breach of the Estate Agents Act or 'Property Misrepresentation Act';
- Carrying out private work on Company premises or in working time, without express permission.

### **3. DISCIPLINARY INVESTIGATIONS AND HEARINGS**

When a matter arises which we consider can be properly dealt with on an informal basis this would be our preferred approach. This is particularly the case where a matter relating to your abilities arises and which we believe can be resolved by discussion, training or counselling. However if there is no improvement after a suitable period of time has been allowed or training undertaken, the matter may have to be dealt with more formally.

In the event of a matter arising where it is considered necessary to invoke the disciplinary procedure, we will first seek to establish the true facts of the case and this will be done before memories and recollections fade. Other employees who may be involved in this investigation will be required to cooperate fully with the procedure.

On certain occasions it may be considered prudent or necessary to suspend you with pay pending the conclusion of any investigation and subsequent hearing. Further clauses within this section will indicate the level of authority vested in management levels within the business. It must be noted that suspension with pay is not in itself disciplinary action, and is only seen as a temporary measure intended to assist in the proper conduct of the disciplinary process, and is not a pre-judgement of that process. The authority to suspend with pay is vested in Directors, Head Office Manager and Branch Managers.

If, following initial investigation it is considered that there is a case to answer then a disciplinary hearing will be established as soon as possible. It should be noted at that hearing you may be accompanied by a fellow employee of your own choice, or a Trade Union representative. We do not consider that legal representation, or representation by an external body, or person, is either appropriate or necessary, in what essentially is an internal matter. This restriction would apply to both sides.

The nature of the disciplinary matter will be explained to you in as much detail as is possible and you will have every opportunity to present your case in full, to call any witnesses you would feel appropriate and to present any written evidence. If you require further time to prepare your case we may postpone the hearing until a later date but normally only one adjournment will be granted. If your version of events so requires we will undertake such further investigations as may be considered appropriate in order to establish the credibility of your explanation and the result of these investigations will be put to you before any final decision is made.

At the conclusion of the hearing if you accept that the matters raised against you are correct, or if a decision is made against you, then before any penalty is imposed we will give you an opportunity to put forward any mitigating circumstances you feel may be relevant.

At that time there will be a verbal explanation of the decision and this will then be confirmed in writing to you. Your right to appeal against either the findings and/or the penalty to be imposed will also be explained to you verbally and in writing.

## **4. DISCIPLINARY ACTION**

### **Dismissal**

Contractual dismissal for misconduct will result in the termination of employment with notice or payment in lieu of notice.

Dismissal for gross misconduct offences will result in summary termination without notice, or payment in lieu of notice.

### **Demotion**

In addition to any formal disciplinary action which is deemed appropriate (other than dismissal), we reserve the right to consider your demotion if your conduct or capability has given us reason to believe that you are unsuitable to remain in your present position.

### **Suspension Without Pay**

In circumstances where we feel we have sufficient grounds to warrant dismissal then mitigating circumstances taken into account may cause us to step back from deciding to dismiss and an alternative to dismissal could well be suspension without pay for a period not exceeding five days. In such circumstances this disciplinary action could be coupled with, for example, a final written warning but full details will be made known to you either at the conclusion of the disciplinary hearing, or as soon as possible thereafter.

### **Warnings**

All warnings, including verbal warnings, will be confirmed in writing and will be sent to you and recorded on your file and will contain details of all matters raised during the disciplinary hearing, a summary of all interviews, and your explanations and the final conclusions reached.

Warnings for matters connected with capability or performance will indicate a period of time for improvement and may contain certain recommendations for further training or counselling. Warnings for conduct may require that there is either immediate improvement and/or that there is no repetition of the offence.

Any further disciplinary process which takes place after a previous warning is likely to result in a more serious penalty being imposed, even if the second offence is of a different nature to the previous one, particularly where there is evidence that the first warning has not been heeded.

Warnings will include confirmation of your right of appeal.

### **DURATION OF WARNINGS**

#### **Verbal Warnings**

A verbal warning will be disregarded after a 6 month period.

#### **Written Warnings**

A written warning will be disregarded after a 12 month period.

**Final Written Warnings**

A final written warning will be disregarded after a 12 month period.

We reserve the right to increase the above periods if the offence committed is particularly serious or if it is an offence which might be repeated periodically.

## **5. DISCIPLINARY AUTHORITY**

The following people, or their nominated deputies, are authorised to take disciplinary action.

**PERSON AUTHORISED TO TAKE DISCIPLINARY  
ACTION I**

**DISCIPLINARY ACTION**

VERBAL WARNING	Directors, Head Office Manager and Branch Manager
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WRITTEN WARNING	Directors, Head Office Manager and Branch Manager
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FINAL WRITTEN WARNING	Directors
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DEMOTION	Directors
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DISMISSAL	Directors
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## **6. DISCIPLINARY APPEALS PROCEDURE**

At the end of a disciplinary hearing, you will be informed both verbally and in writing of your right of appeal, including the name of the person to whom your appeal should be made.

If you decide to appeal, you must give written Notice of Appeal to the nominated person. The notice must be received within 5 working days from the day on which you received the written confirmation of the disciplinary hearing decision.

The Notice of Appeal must state whether you are appealing against the conduct of the disciplinary hearing, its finding, the penalties imposed, or a combination of these factors and the supporting reasons for your appeal.

Our aim in providing an appeal system is to ensure that you have the facility for a complete re-appraisal of the facts and procedures and to reconsider the soundness of the earlier decision.

The Appeal Hearing will be conducted by a person who has previously not been involved in the disciplinary process, so that the original disciplinary hearing can be examined to establish whether the hearing was a full and thorough airing and examination of all the facts/evidence, proper procedures were observed, the findings were fair and reasonable and the penalty imposed properly reflected the gravity of the offence and any mitigating factors were fully considered.

The format of an Appeal Hearing, will be an opportunity for you to present your supporting reasons as to why you believe the disciplinary action taken is either unfair, or too harsh. You may submit any appropriate evidence and call any appropriate witness on your behalf.

At an Appeal Hearing you are again entitled to be accompanied by a work colleague of your choice, or a Trade Union representative. Legal representation will not be recognised.

The findings, decision and outcome of the Appeal Hearing, will be confirmed to you in writing.

## **7. GRIEVANCE PROCEDURE**

We know that problems and tensions can arise between people at work and that if such issues are not dealt with and resolved quickly, they may well get worse rather than better. Accordingly, we have established our Grievance Procedure, the use of which is open to you at any time. The purpose of the procedure is firstly to allow you freely to express a complaint or matter of concern and then, to try and resolve the issue raised by means of a discussion and agreed solution.

The procedure is not intended to prevent minor, day to day issues being resolved informally by means of bringing the matter to the attention of your Supervisor/Line Manager without written record.

However, should you wish to have a grievance formally investigated and recorded, you must submit your grievance in writing, giving full details of the matter. This should be addressed to the Head Office Manager, who will then arrange a meeting to discuss the matter.

If the matter is not satisfactorily resolved at this point, you should appeal in writing to Luke Wooster, who shall be the final arbiter in this procedure.

You are entitled to be accompanied at any grievance hearing by a work colleague of your choice, or your Trade Union Representative. Legal representation will not be recognised.



## **8. CONFIDENTIAL REPORTING POLICY**

We have put in place a confidential reporting system which is available to everyone irrespective of length of service or the position they hold with us. We trust you will not need to use the process, however, you should be aware of its availability and purpose.

The main purpose of the system is to provide you with ready access to a safe and effective means of reporting any matters regarding the business and/or its employees, no matter how serious, in the full knowledge that the report will be dealt with in the strictest confidence and you will be protected against any detriment.

Should you discover a situation which you feel would be best dealt with by means of this policy, the decision to whom you report it is a matter for you. However, your choice of to whom you make the report and their position and seniority within the company will be respected, and you are assured of your protection and confidentiality.

We will support anyone who makes a confidential disclosure and protect them from reprisals or victimisation. If you come forward with a concern, you can be confident that your employment will in no way be affected. This applies equally if anyone comes forward in good faith with a concern which turns out later not to have been justified.

If anyone tries to discourage you from coming forward to express a concern, we will treat this as a serious disciplinary offence. In the same way, anyone who criticises, or victimises, you, after a concern has been expressed will be dealt with under the disciplinary process.

It is acknowledged that it is never easy to report a concern, particularly one which may relate to an unlawful act. However, you are urged to come forward with any concerns at the earliest opportunity, so that matters can be dealt with promptly and effectively, before problems get out of hand.

## **9. LAY-OFF PROCEDURE**

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

If due to a temporary shortage of work, it becomes necessary to place you either on short time or lay you off without pay, such action will be taken in accordance with current employment legislation. We will in such circumstances apply the statutory guarantee payments as appropriate.

As much notice as is reasonably practical will be given for any of the above situations.

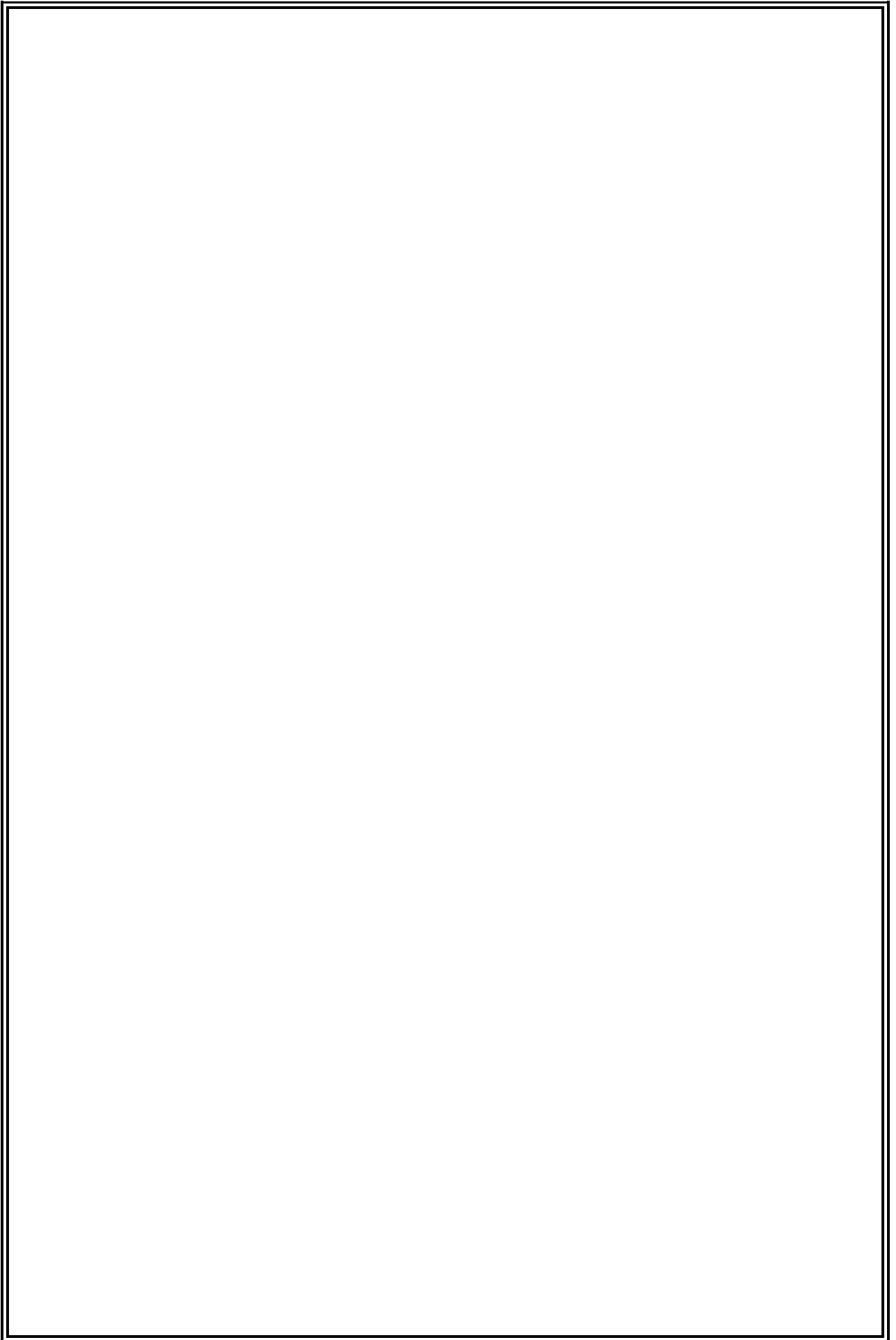
## **10. ALTERATIONS AND MODIFICATIONS TO THE EMPLOYEE HANDBOOK**

We reserve the right to make reasonable alterations to this Handbook and any other terms and conditions of service. Minor changes of detail, such as to procedure may be done via a general notice to you. Significant alterations will only be implemented following consultation with those affected.

Such changes will be implemented at the end of that consultation period subject to any written objections having been lodged with the Head Office Manager.

## **APPENDIX**

A1	CONTENTS PAGE	Jun-07
A2	INTRODUCTION	Jun-07
A3	EQUAL OPPORTUNITIES	Jun-07
A4	NON-HARASSMENT POLICY	Jun-07
A5	COMMENCING WORK	Jun-07
A6	DURING YOUR EMPLOYMENT	Jun-07
A7	DURING YOUR EMPLOYMENT CONT/D	Jun-07
B1	CONTENTS PAGE	Jun-07
B2	WAGES/SALARIES AND OTHER BENEFITS	Jun-07
B3	WAGES/SALARIES AND OTHER BENEFITS CONT/D	Jun-07
B4	WAGES/SALARIES AND OTHER BENEFITS CONT/D	Jun-07
B5	ANNUAL HOLIDAYS, HOLIDAY PAY & PROCEDURES	Jun-07
B6	ANNUAL HOLIDAYS, HOLIDAY PAY & PROCEDURES CONT/D	Jun-07
B7	PUBLIC/BANK HOLIDAYS, PAY & PROCEDURES	Jun-07
B8	REQUEST FOR ANNUAL HOLIDAYS	Jun-07
B9	SICKNESS/INJURY PAY AND CONDITIONS	Jun-07
B10	SICKNESS/INJURY PAY AND CONDITIONS CONT/D	Jun-07
B11	SICKNESS/INJURY PAY AND CONDITIONS CONT/D	Jun-07
B12	ABSENCE/SELF CERTIFICATION FORM	Jun-07
B12	MATERNITY ENTITLEMENT	Jun-07
B12	PARENTAL AND DEPENDANT INCIDENT LEAVE	Jun-07
B12	BEREAVEMENT LEAVE	Jun-07
B12	OTHER TIME OFF	Jun-07
C1	CONTENTS PAGE	Jun-07
C2	GENERAL RULES AND REGULATIONS	Jun-07
C3	GENERAL RULES AND REGULATIONS CONT/D	Jun-07
C4	SECURITY/CONFIDENTIALITY	Jun-07
C5	SECURITY/CONFIDENTIALITY CONT/D	Jun-07
C6	SECURITY/CONFIDENTIALITY CONT/D	Jun-07
C7	SECURITY/CONFIDENTIALITY CONT/D	Jun-07
C8	HEALTH AND SAFETY	Jun-07
C9	LEAVING THE COMPANY	Jun-07
C10	LEAVING THE COMPANY	Jun-07
D1	CONTENTS PAGE	Jun-07
D2	COMPANY VEHICLE RULES	Jun-07
D3	COMPANY VEHICLE RULES CONT/D	Jun-07
D4	COMPANY VEHICLE RULES CONT/D	Jun-07
D5	COMPANY VEHICLE RULES CONT/D	Jun-07
E1	CONTENTS PAGE	Jun-07
E2	INTRODUCTION TO DISCIPLINARY PROCEDURE	Jun-07
E3	DISCIPLINARY RULES AND CATEGORIES OF CONDUCT	Jun-07
E4	DISCIPLINARY RULES AND CATEGORIES OF CONDUCT CONT/D	Jun-07
E5	DISCIPLINARY RULES AND CATEGORIES OF CONDUCT CONT/D	Jun-07
E6	DISCIPLINARY INVESTIGATIONS AND HEARINGS	Jun-07
E7	DISCIPLINARY ACTION	Jun-07
E8	DISCIPLINARY AUTHORITY	Jun-07
E9	DISCIPLINARY APPEALS PROCEDURE	Jun-07
E10	GRIEVANCE PROCEDURE	Jun-07
E11	CONFIDENTIAL REPORTING	Jun-07
E12	LAY-OFF PROCEDURE	Jun-07
E12	ALTERATIONS AND MODIFICATIONS TO EMPLOYEE HANDBOOK	Jun-07



## **AUTHORITY TO MAKE DEDUCTIONS FROM WAGES**

I accept and agree that the following are express written terms, as contained within my Contract of Employment and as stated in the Employee Handbook, which I have read and understood.

The following extracts reproduced from the Employee Handbook, set down the circumstances, wherein my employer is authorised to make deductions from my wages.

\*\*\*\*\*

### **ANNUAL HOLIDAYS**

In the event of your employment terminating during the holiday year and you have taken holidays in excess of the number of days accrued and due to you, at the effective date of termination of your employment, we reserve the right to recover a sum equal to the amount of excess holidays taken by making a deduction from your final pay. You will be notified of such at the time, in writing.

### **STOCK/PROPERTY**

If, following investigation, it is found that as a result of your carelessness, negligence, or failure to comply with our procedures, or by wilful act, we suffer loss, or damage, of cash, stock, fixtures and fittings, or property, (including vehicles), this will be construed as a serious breach of the rules, which could result in your summary dismissal on the grounds of gross misconduct.

We reserve the right to take disciplinary action, and in addition you may be liable to pay the full, or part, cost of making good our loss in respect of cash, stock, fixtures and fittings, or our property (including vehicles). In the event that we make a claim against our insurers, for repair, or replacement, or other losses incurred, we reserve the right to require you to pay any insurance excess that may accrue.

**N.B. This would include losses incurred by us in respect of any hire equipment or costs which we have had to reimburse to a third party.**

### **LEAVING WITHOUT WORKING NOTICE**

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

### **FINES**

If you incur any fines for parking or other motoring offences whilst driving one of our vehicles, you will be personally accountable for the payment of such fines. Fixed penalty notices are normally reported directly to us by the authorities. We reserve the right to pay such fixed penalties on your behalf and deduct the cost from your wages or salary.

\*\*\*\*\*

I further understand that on any occasion when my employer intends to implement one or more of the above conditions, I will receive written notification of that fact and a statement of the amount to be deducted.

I hereby give my written consent for my employer to make deductions, in the circumstances described above.

Name: ..... Department: .....

Signature: ..... Date: .....

Witnessed on behalf of the Company: .....

