

# Additional Policies and Procedures

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# Policies and Procedures: Issues And Updates

Pages	Issue Number	Date
1 - 25	1	November 2020
13	2	July 2022

## Employee Assistance Programme

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We recognise that sometimes you may face certain challenges in your work and home life that are difficult to deal with. We subscribe to a confidential and professional life management service which provides you with a qualified counsellor who can offer personal support for any practical or emotional challenges you may be facing. The service is initially provided via telephone and online advice but face to face meetings will be arranged where this is felt clinically appropriate. This service is totally confidential. More details of this service are available from the Director.

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# Safeguards and Standards

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## **A) COMPANY PROPERTY AND COPYRIGHT**

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

## **B) STATEMENTS TO THE MEDIA**

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Director.

## **C) DATA PROTECTION**

The General Data Protection Regulation (GDPR) and the current Data Protection Acts regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

We will process data in line with our privacy notices in relation to both job applicants and employees.

You have several rights in relation to your data. More information about these rights is available in our “Policy on your rights in relation to your data”. We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

## **D) CONFIDENTIALITY**

All information that:-

- 1) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
- 2) relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
- 3) has not been made public by, or with our authority;

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times.

## **E) INVENTIONS/DISCOVERIES**

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- a) in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- b) outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- c) during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

## **F) LIABILITY FOR LOSS AND DAMAGE**

Any damage to stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.

Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.

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

## **G) RIGHTS OF SEARCH**

Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business, we would ask all employees to assist us in this matter should we feel that such a search is necessary.

Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.

We reserve the right to call in the police at any stage.

## **H) HEALTH AND SAFETY**

- 1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 2) You must not take any action that could threaten the health or safety of yourself, other employees, customers or members of the public.
- 3) You should report all accidents and injuries at work, no matter how minor, to the Director.
- 4) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.
- 5) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.

#### **I) MANUAL HANDLING**

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

#### **J) NO SMOKING POLICY**

Smoking on the premises is not permitted. You may only smoke during authorised breaks and in allocated areas. This includes the use of e-cigarettes.

#### **K) ALCOHOL AND DRUGS**

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

#### **L) FITNESS TO WORK**

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

#### **M) VIRUS PROTECTION PROCEDURES**

In order to prevent the introduction of virus contamination into the software system the following must be observed:

- a) unauthorised software including public domain software, USBs, external hard drives, CDs or internet downloads must not be used; and
- b) all software must be virus checked using standard testing procedures before being used.

#### **N) USE OF COMPUTER EQUIPMENT**

In order to control the use of the Company's computer equipment and reduce the risk of contamination the following will apply:

- a) the introduction of new software must first of all be checked and authorised by the Director before general use will be permitted;
- b) only authorised staff should have access to the Company's computer equipment;
- c) only authorised software may be used on any of the Company's computer equipment;
- d) only software that is used for business applications may be used;
- e) no software may be brought onto or taken from the Company's premises without prior authorisation;
- f) unauthorised access to the computer facility will result in disciplinary action; and
- g) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

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## **0) E-MAIL AND INTERNET POLICY**

### **1) Introduction**

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of internet and e-mail within the Company. The internet and e-mail system have established themselves as an important communications facility within the Company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

### **2) Internet**

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

### **3) Procedures – Acceptable/Unacceptable Use**

- a) unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.
- b) the internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
  - i) comply with all of our internet standards;
  - ii) access during working hours should be for business use only;
  - iii) private use of the internet should be used outside of your normal working hours.
- c) the Company will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:
  - i) accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
  - ii) non-compliance of our social networking policy;
  - iii) connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;
  - iv) engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the Company's computers.

You are reminded that such activities (iii. and iv.) may constitute a criminal offence.

**4) E-mail**

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Company's position on the correct use of the e-mail system.

**5) Procedures - Authorised Use**

- a) unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.
- b) the e-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the e-mail system should give particular attention to the following points:
  - i) all comply with Company communication standards;
  - ii) e-mail messages and copies should only be sent to those for whom they are particularly relevant;
  - iii) e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
  - iv) if e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system; and
  - v) offers or contracts transmitted by e-mail are as legally binding on the Company as those sent on paper.
- c) The Company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:
  - i) any messages that could constitute bullying, harassment or other detriment;
  - ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
  - iii) on-line gambling;
  - iv) accessing or transmitting pornography;
  - v) transmitting copyright information and/or any software available to the user; or
  - vi) posting confidential information about other employees, the Company or its customers or suppliers.



## **6) Monitoring**

We reserve the right to monitor all email/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **P) USE OF SOCIAL NETWORKING SITES**

Social media can be a very powerful tool and as a Company, we want to embrace its use. We use social media to promote partners and make our clients aware of promotions and other relevant information and to ensure we maintain a professional relationship with our clients you should not add or accept “friend requests” from our clients on your private social media accounts.

Therefore any work related issue or material that could identify an individual who is a client or work colleague, which could adversely affect the Company, a client or our relationship with any client must not be placed on your private social network accounts. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device.

Any work content or material, or contacts or connections list, created by the Employee during the course of their employment, on any of their authorised social networking sites (ownership of which vests in the Company) shall remain, at all times, the property of the Company. Accordingly, upon termination of your employment, you shall hand over to the Company, the access rights to your accounts, together with any work content or material, and any contacts or connections list.

## **Q) KEYHOLDING/ALARM SETTING**

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any security measure such as alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from the Director. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal.

Any breaches or security issues including the loss or theft of keys must be reported immediately to the Director.

To satisfy the requirements of our insurers and to protect us from fire and theft, you must secure all properties and premises when unattended. The last person to leave the premises must ensure lights and appropriate electrical equipment are switched off, windows and doors are secure and alarms are set accordingly.

## **R) STANDARDS OF DRESS**

We have a smart/casual dress code, however business attire should be worn when meeting with clients. Clothing should be kept clean and tidy at all times. Where uniforms are provided these must be worn at all times

## **S) HOUSEKEEPING**

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

**T) HYGIENE**

- 1) Any exposed cut or burn must be covered with a first-aid dressing.
- 2) If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

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# General Terms and Procedures

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## **A) CHANGES IN PERSONAL DETAILS**

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

## **B) TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Proof of the appointment should be provided to the Director. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of the Director and will normally be without pay.

## **C) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY**

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes you should notify the Director at an early stage so that your entitlements and obligations can be explained to you.

## **D) PARENTAL/SHARED PARENTAL LEAVE**

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with the Director who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

## **E) TIME OFF FOR DEPENDANTS**

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with the Director who, if appropriate, will agree the necessary time off.

## **F) BEREAVEMENT LEAVE**

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with the Director and agree appropriate time off.

## **G) EMPLOYEES' PROPERTY AND LOST PROPERTY**

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to the Director who will retain them whilst attempts are made to discover the owner.

## **H) PERSONAL MAIL**

The Company accepts no responsibility for any private mail sent to our premises. All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent to our address. No private mail may be posted at our expense.

## **I) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Personal use of our business phones is not permitted under any circumstances.

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Reasonable use of your personal mobile is permitted, however personal calls must be kept to a minimum while in the office.

It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you should not use any mobile phone whilst driving without a hands-free set. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

#### **J) COMPANY MOBILES**

The Company mobile phones are to be used for business purposes only except in the case of an emergency. As part of your role you may be provided with a Company mobile phone. Reasonable personal use is permitted. The Company reserves the right to monitor all communications made on Company mobile phones in order to ensure compliance with our policies and procedures. For further conditions relating to Company mobile phones please refer to the mobile phone policy.

#### **K) OTHER EMPLOYMENT**

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with the Director in order to establish the likely impact of these activities on both yourself and the Company. You will be asked to give full details of the proposal and consideration will be given to:

- 1) Working hours;
- 2) Competition, reputation and credibility;
- 3) Conflict of Interest;
- 4) Health, safety and welfare.

You will be notified in writing of the Company's decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment.\*

If you are unhappy with the decision you may appeal using the Grievance Procedure.

**\*NB: This does not apply to those on a zero hour contract who should refer to the following:**

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

#### **L) TRAVEL EXPENSES**

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

#### **M) BEHAVIOUR AT WORK**

You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

#### **N) BEHAVIOUR OUTSIDE WORK**

Because the business demands employees of the highest integrity we have the right to expect you to maintain these standards outside of working hours.

Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

#### **O) COMPANY EVENTS**

You are reminded that when attending Company events, you are acting as an ambassador of the Company and are therefore required to adhere to the standards set by the Company.

You are not permitted to bring a plus one to a Company event unless it has been authorised by either your Line Manager or the Director. Should you bring a plus one to an event, you are responsible for them and their behaviour whilst at the event. Should they act inappropriately which in turn results in adverse publicity to ourselves, it could render you liable for disciplinary action.

You are also reminded that as an ambassador of the Company, you are required to maintain a level of professionalism and avoid any activity that may result in the Company name being tarnished, for example, excessive drinking, bad language, arguments or inappropriate clothing. This list is not exhaustive. If you have any questions, please see your Line Manager or your Director.

#### **P) DRIVING LICENCE**

If driving is a necessary part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to the management. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately.

Data collected about driving licences will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

#### **Q) CAR INSURANCE**

If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, Driving Licence, Tax and an MOT Certificate must be produced for scrutiny by the Company, upon renewal and at any time when so requested.

#### **R) FINES**

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The Company takes no responsibility for the payment of fines incurred by the employee during their employment. In the event that the Company receives the summons on the employee's behalf or owing to a fine incurred by the employee, we may pay the fine and deduct the cost from the employee's salary.

#### **S) COMPANY TOOLS**

The Company provides tools necessary to carry out your duties. You should keep these in good repair and take all reasonable steps to ensure that they are secure at all times. You must report any lost, damaged or mislaid tools to the Director. You must return all Company tools upon termination of employment by either party. Failure to return tools, or any loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of the tools being made from monies due to you.

#### **T) THIRD PARTY INVOLVEMENT**

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. We will seek your consent at the relevant time to share relevant 'special categories of data' where it is necessary for the purposes of that hearing.

**U) RECORDING OF FORMAL MEETINGS**

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.

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# Capability Procedures

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## **A) INTRODUCTION**

- 1) We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

## **B) JOB CHANGES/GENERAL CAPABILITY ISSUES**

- 1) If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
- 2) If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
- 3) If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
- 4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

## **C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES**

- 1) Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
- 2) There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

## **D) SHORT SERVICE STAFF**

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

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# Disciplinary Procedures

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## A) INTRODUCTION AND PRINCIPLES

- 1) The aim of our disciplinary rules and procedures is to encourage improvement in individual conduct or performance. We reserve the right to amend these rules and procedures where appropriate.
- 2) The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind.
- 3) Employees will be informed in writing of what is alleged and will be given the opportunity to state their case at a disciplinary hearing. Other than for an "off the record" informal reprimand, employees have the statutory right to be accompanied at all stages of the formal disciplinary process by a fellow employee, including appeals.

## B) DISCIPLINARY RULES

In addition to the specific examples of rules shown below, a breach of other specific conditions, procedures etc. that are contained within this statement or that have otherwise been made known to you, will also result in this disciplinary procedure being used.

## C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- a) failure to abide by our general health and safety rules and procedures;
- b) smoking in designated non smoking areas;
- c) consumption of alcohol on the premises;
- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;
- f) rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h) failure to carry out all reasonable instructions or follow our rules and procedures;
- i) unauthorised use or negligent damage or loss of our property;
- j) failure to report immediately any damage to property or premises caused by you;
- k) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- l) unauthorised use of e-mail and internet

## D) SERIOUS MISCONDUCT

Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.

## E) RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment



relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) possession, or being under the influence, of drugs\* at work  
\*For this purpose, the term 'drugs' is used to describe **both** illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.
- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

**F) DISCIPLINARY ACTION**

1) Disciplinary action taken against you will be based on the following:

<b>UNSATISFACTORY CONDUCT</b>	Formal verbal warning	Written warning	Final written warning	Dismissal
<b>MISCONDUCT</b>	Written warning	Final written warning	Dismissal	
<b>SERIOUS MISCONDUCT</b>	Final written warning	Dismissal		
<b>GROSS MISCONDUCT</b>	Dismissal			

- 2) We reserve the right to take account of your length of service and to vary our procedures and disciplinary action accordingly. If you have a short amount of service you may not receive any warnings before dismissal.
- 3) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.
- 4) Period of Warnings
  - a) Formal verbal warning  
A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.
  - b) Written warning  
A written warning will normally be disregarded for disciplinary purposes after a six month period.
  - c) Final written warning  
A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.
- 5) Demotion to a lower status at the appropriate lower rate or suspension from work without pay for up to five days may be considered as an alternative to dismissal in appropriate cases.

# Capability/Disciplinary Appeal Procedure

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- 1) You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
- 2) If you wish to exercise this right you should apply either verbally or in writing normally within five working days to the Director.
- 3) An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
- 4) The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
- 5) If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
- 6) You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

## Grievance Procedure

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- 1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 2) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
- 3) If you feel aggrieved at any matter relating to your work you should first raise the matter with the Director either verbally or in writing, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at which your grievance will be investigated fully. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 4) If you wish to appeal you must inform the Director in writing, within five working days. You will then be invited to a further meeting.
- 5) Following the appeal meeting you will be informed of the final decision, which will be confirmed in writing.

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# Equality, Inclusion and Diversity Policy

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## A) STATEMENT OF POLICY

- 1) The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.
- 2) We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.
- 3) The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 4) We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
- 5) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 6) The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
- 7) We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

## B) RECRUITMENT AND SELECTION

- 1) The recruitment and selection process is crucially important to any equality, inclusion and diversity policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
- 2) Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
- 3) Job descriptions, where used, will be revised to ensure that they are in line with this policy. Job requirements will be reflected accurately in any personnel specifications.
- 4) We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
- 5) We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
- 6) All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
- 7) All employees involved in the recruitment process will periodically review their selection criteria to

ensure that they are related to the job requirements and do not unlawfully discriminate.

- 8) Short listing and interviewing will be carried out by more than one person where possible.
- 9) Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
- 10) We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
- 11) Selection decisions will not be influenced by any perceived prejudices of other staff.

### **C) TRAINING AND PROMOTION**

- 1) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
- 2) All promotion will be in line with this policy.

### **D) MONITORING**

- 1) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 2) Monitoring may involve:-
  - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
  - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
  - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
- 3) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

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# Whistle-Blowers

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## A) INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

## B) QUALIFYING DISCLOSURES

- 1) Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Company has committed a “relevant failure” by:
  - a) committing a criminal offence;
  - b) failing to comply with a legal obligation;
  - c) a miscarriage of justice;
  - d) endangering the health and safety of an individual;
  - e) environmental damage; or
  - f) concealing any information relating to the above.
- 2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.
- 3) The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

## C) THE PROCEDURE

- 1) In the first instance you should report any concerns you may have to the Director who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.
- 2) If you do not report your concerns to the Director you should take them direct to the appropriate organisation or body.

## D) TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

# Personal Harassment Policy and Procedure

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## A) INTRODUCTION

- 1) Harassment or victimisation on the grounds of the following protected characteristic: age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 and will not be tolerated.
- 3) This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

## B) SCOPE

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company, including any overseas sites.

## C) DEFINITIONS

### Harassment

This is unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

Unwanted conduct can include:

- a) spoken words
- b) banter
- c) written words
- d) posts or contact on social media
- e) imagery
- f) graffiti
- g) physical gestures
- h) facial expressions
- i) mimicry
- j) jokes or pranks
- k) acts affecting a person's surroundings
- l) aggression, and
- m) physical behaviour towards a person or their property.

### Sexual harassment

This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

- a) sexual comments or jokes
- b) displaying sexually graphic pictures, posters or photos
- c) suggestive looks, staring or leering
- d) propositions and sexual advances
- e) making promises in return for sexual favours

- f) sexual gestures
- g) intrusive questions about a person's private or sex life or a person discussing their own sex life
- h) sexual posts or contact on social media
- i) spreading sexual rumours about a person
- j) sending sexually explicit emails or text messages, and
- k) unwelcome touching, hugging, massaging or kissing.

### **Less favourable treatment for rejecting or submitting to unwanted conduct**

This occurs when:

- a) someone is subjected to unwanted conduct:
  - i) of a sexual nature
  - ii) related to sex, or
  - iii) related to gender reassignment
- b) the unwanted conduct has the purpose or effect of:
  - i) violating their dignity, or
  - ii) creating an intimidating, hostile degrading, humiliating or offensive environment for them, and
- c) they are treated less favourably because they submitted to, or rejected the unwanted conduct.

### **D) CIRCUMSTANCES WHICH ARE COVERED**

- 1) This policy covers behaviour which occurs in the following situations:
  - a) a work situation
  - b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;
  - c) outside of a work situation but against a colleague or other person connected to the Company, including on social media;
  - d) against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

### **E) COMPLAINING ABOUT PERSONAL HARASSMENT**

#### **1) Informal complaint**

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Director who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

#### **2) Formal complaint**

Where the informal approach fails or if the harassment is more serious, you should bring the matter to



the attention of the Director as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

#### **F) DISCIPLINARY ACTION**

- 1) If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
- 2) When deciding on the level of disciplinary sanction to be applied, we will take into consideration aggravating factors such as abuse of power over a more junior colleague.
- 3) If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

#### **G) THIRD PARTY HARASSMENT**

- 1) Third party harassment occurs when one of our workforce is subjected to harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our customers, suppliers, members of the public. Third party harassment of our workforce will not be tolerated.

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to the Director.

Should a customer harass a member of our workforce, they will be warned that continued provision of our service to them will cease if they are to act in a similar way again. Should their behaviour recur, they will be informed that our service to them will cease. Any criminal acts will be reported to the police, and we will share information relating to the incident with our other branches to ensure that we maintain a consistent approach to the cessation of our services.

# Termination of Employment

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## **A) RESIGNATIONS**

All resignations must be supplied in writing, stating the reason for resigning your post.

## **B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

## **C) RETURN OF OUR PROPERTY**

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

## **D) GARDEN LEAVE**

If either you or the Company serves notice on the other to terminate your employment the Company may require you to take “garden leave” for all or part of the remaining period of your employment.

**NB.**

**During any period of garden leave you will continue to receive your full salary and any other contractual benefits.**