

Gowrie Ltd trading as B & S Healthcare



**GROUP**

"Believe in us"

Laxmico Limited trading as Colorama Pharmaceuticals

# **EMPLOYEE HANDBOOK**

## **Policies and Procedures**

Welcome...

Dear Colleague

Welcome to the B & S Group (the 'Company') as part of B & S Healthcare and Laxmico Ltd trading as Colorama Pharmaceuticals.

I would like to wish you every success during your employment with us, whether you have recently joined us or whether you are an existing employee.

This Employee Handbook is designed both to introduce you to the Company and to be of continuing use during your employment with us.

Together with your offer letter, the Handbook sets out the terms and conditions of your employment, guidance on the high standards of conduct that are expected of you and some of the main employee benefits which may be available to you. The Handbook also provides you with information on where to find the main policies and procedures that will affect your employment.

This is an important document and it is essential that you read it thoroughly and carefully before accepting an offer of employment with us or, if you are a current employee, as soon as possible after the Handbook is issued. This Employee Handbook will be issued to every department however will also be accessible on the main shared drive under the Human Resources folder. I do advise however from time to time there will be amendments made to reflect legislation and policy changes, so please read on a regulatory basis.

I hope that you will find the information contained in the Employee Handbook both informative and helpful. If you require clarification or any additional information please refer to your Business Unit Head or the Human Resources Department.

I wish you all the best in your employment with us.



Samit Hathi  
**Managing Director**



Alpa Hathi  
**Director of Leadership & Development**

## **Introduction**

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The purpose of the Handbook is to:

- Set out and clarify the terms and conditions of employment
- Set out and clarify the rules and regulations which you must abide by
- Summaries the benefits you may be entitled to
- Set out some of the main issues which may be of interest to you during your employment.

So that you may know what is expected of you and what you can expect from your colleagues and the Company.

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## 1.0 Terms and Conditions

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This section of the Handbook, together with your Conditional offer letter (as amended by subsequent communications from the Company) forms your terms and conditions of employment. In addition, they set out the details which the Company as your employer, is required to give you under Section 1 of the Employment Rights Act 1996.

### 1.1 Job Title

Your current job title is as stated in your Conditional offer letter or subsequent communication from the B & S Group and may be amended periodically by notice to you in writing or by circular.

### 1.2 Duties

Your duties are as set out in your job description or as detailed to you by your Business Unit Head. However, you will need to take a flexible approach to your duties and from time to time, you may be required to undertake such alternative or additional duties as may be commensurate with your grade. On occasions for training purposes or operational reasons, you may also be required to carry out duties at a higher or lower grade as necessary. Deputising in other grade duties is a developmental opportunity and a contribution to overall teamwork and customer service.

### 1.3 Probation Period

The first six months of the employment will be a probationary period. During this period your performance and conduct will be monitored. At the end of the probationary period your performance will be reviewed and, if found satisfactory, your appointment will be confirmed in writing.

If during or at the end of your probationary period the company considers your performance or conduct has been less than satisfactory, or doubts your suitability for the job, the company may, at its sole discretion, choose either to dismiss you or to extend the period of your probation. The provisions of this paragraph shall apply to any extension of your probationary period.

### 1.4 Pay

#### 1.4a Payments to You

Your pay comprises a basic salary/wages and any entitlement to other allowances as stated in your Conditional Offer Letter or other communication from the Company. Any changes will be notified to you in writing.

All bonus payments are discretionary and do not form part of your contract of employment. You will be informed of any bonus schemes separately in writing and the Company reserves the right to change the terms and amount of any bonus scheme.

1. Basic salary/wages will be paid in 12 equal monthly payments in arrears into your bank account by credit on the last working day of each month. However, depending on the date in the month you join the Company the Payment period and/or date of your first salary payment may vary. Please speak to Payroll or the Human Resources department for more information.
2. Payment is subject in all cases to statutory deductions of income tax and employee national insurance contributions and any other deductions which the Company may be obliged to make. You will receive a monthly pay statement detailing gross pay and deductions.
3. Income Tax and National Insurance: At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may

need to produce them in your dealings with the Inland Revenue and other government departments, or if completing a self-assessment form.

#### **1.4b Incorrect Pay and Deductions from Pay Under the Employment Rights Act 1996 (Part II)**

- 1. Under payments:** There may be an occasion when through error or omission you receive less than your contractual pay and/or allowances. Should such an unfortunate circumstance arise the Company will rectify the situation and any contractual pay and/or allowances not paid to you will be paid on the first opportune pay-day following notification or identification of the omission or error.
- 2. Overpayments:** Conversely, if any error or omission results in any overpayment of pay and/or allowances being made to you it is accepted that the Company reserves the right to deduct any such overpayment(s) from salary on the first opportune pay-day following identification or notification. The Company will take into account individual circumstances and try to achieve a jointly-agreed repayment schedule.

In the event that the overpayment is made in respect of your final salary payment (or other payment due on termination of employment), or if you are under a repayment schedule and your employment terminates, the Company reserves the right to request that you repay such sums owed, on demand.

If your employment ends and the number of days holiday you have taken exceeds your pro rata entitlement for the holiday year, an appropriate deduction will be made from your final pay or if this is not possible the Company reserves the right to request that you repay such sum on demand. The Company will give you an opportunity to discuss the proposed repayment, and the Company will take into account your personal circumstances prior to determining a repayment schedule.

If the holiday entitlement you have taken is less than your pro-rata entitlement and it is not operationally practical for the outstanding days to be taken during the notice period, payment in lieu of outstanding holiday entitlement will be made.

Payments or deductions will not be made in respect of any Bank or Public holidays accrued or taken in excess of entitlement. If you are summarily dismissed or leave the Company without giving due notice, you will not be entitled to any payment for accrued holidays or holiday pay, including (where relevant) any accumulated lieu days.

#### **1.4c Incentive Schemes**

The Company currently operates Performance Related discretionary incentive schemes designed to reward employees according to their efforts and the achievements of the Company. The existence of, and rules of the schemes are entirely discretionary and operate in accordance with non-contractual rules, which may be in place from time to time. Further details of such schemes will be communicated by each Director to such employees.

#### **1.4d Allowances**

You may be eligible for certain non-contractual allowances, as are applicable at the time. Your Conditional offer letter or subsequent communications from the Company will specify the type and level of any allowance to which you may be entitled. Any subsequent withdrawal or variation will be notified to you in writing.

### **1.4e Overtime and Additional Hours**

There is no automatic right to overtime payment or time off in lieu. All overtime **must be** agreed in advance in writing with your Business Unit Head.

You may be required to work hours in addition to your normal hours per week if instructed to do so by your Business Unit Head on reasonable notice or whenever necessary to meet the needs of the business. You will not receive any additional payment for hours worked in excess of your normal hours of work save as agreed in advance with your Manager.

### **1.5 Hours of Work**

Different working arrangements apply depending on your role these will be outlined in your employment contract. Such working arrangements relate both to the number of normal hours worked in a week (based on a full time position) and to the way normal hours may be scheduled.

You are entitled to one hour's unpaid lunch if you are working more than six hours.

The timing of breaks is flexible in order to meet local operating requirements.

The Company reserves the right to change your normal working hours according to the needs of its business from time to time.

You will be given at least one month's written notice of any change to your normal working hours in the form of either an individual notice or a general notice to all employees. Such a change will be deemed to have been accepted unless you notify the Company in writing of any objection before the expiry of the notice period.

### **1.6 Mobility**

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

### **1.7 Job flexibility**

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods for example it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential as the type and volume of work is always subject to change. This allows us to operate efficiently and gain maximum potential.

### **1.8 Annual Leave**

If you are a full time employee you are entitled to 20 days paid annual leave plus 9 Statutory public holidays (2011/2012). If you join the Company during the holiday year or you work part-time your annual leave entitlement is calculated on a pro rata basis.

The recognised Public and Bank holidays are: New Year's Day, Good Friday, Easter Monday, Royal Wedding, May Bank Holiday, Spring Bank Holiday, August Bank Holiday, Christmas Day and Boxing Day.

The holiday year runs for 12 months from the 1<sup>st</sup> January to 31<sup>st</sup> December.

The Company require the following notice period:

For the odd day – minimum of one weeks notice

For up to 10 days – minimum of one months notice

For more than 10 days – please consult your Business Unit Head as this will be done on a rare and discretionary basis.

Please note all holidays must be taken at times convenient to the Company and must be authorised by your Business Unit Head and the HR Department. It is your responsibility to ensure the holiday form gets sent back to the HR Department for final approval.

If you do not use your holiday during the relevant period, it will be forfeited. You will not be entitled to payment in lieu of any such unused holiday other than on the termination of your employment.

If you leave the Company part way through your holiday year your annual entitlement will be assessed on a pro rata basis. On termination of your employment the Company will deduct from the final salary due to you any holidays taken in excess of your entitlement.

### **1.9 Right to Work in the UK**

You must provide original copies of Right to Work in the UK before commencement of employment with the B & S Group. Copies will be made and kept in your personnel file.

There will be annual checks thereafter where you will be asked to bring in original documents where this will be checked manually. Please note copies will not be accepted. You will be given one weeks' prior notice of the meeting with the HR Department.

Please note failure to present these may result in dismissal.

Please note three months to visa expiry you will be contacted by the Human Resources Department to communicate your future plans.

You must notify the Human Resources Department immediately of any changes regarding your Right to the Work in the UK. Please update these changes in the 'Change of details' form and send to the HR Department.

It is your responsibility to notify the Human Resources Department of any changes made within your working status in the UK.

Please seek further advice from the Human Resources Department if needed.

## **2.0 Rules and Regulations**

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### **2.1 Lateness Policy**

1. You must attend work punctually at the specified time(s) as agreed with your Business Unit Head. You are required to comply strictly with any time recording procedures relating to your work. In the event that you are running late, you must inform your Business Unit Head via a telephone call immediately. Text messages will not be accepted.
2. If you arrive at work more than one hour late without having previously notified your BUH, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift/day without pay.
3. All absences must be notified in accordance with the sickness reporting procedure laid down in this Employee Handbook.
4. If you are hourly paid and you "clock in" late (e.g. at 8.01 am) you will lose 15 minutes pay. If you "clock in" more than 15 minutes late (e.g. at 8.16 am) you will lose 30 minutes pay and so on.
5. Continuous lateness or absence may result in disciplinary action and/or loss of appropriate payment.

### **2.2 Sickness Policy**

#### **2.2a Notification of incapacity for work**

1. You must notify your Business Unit Head by telephone on the first day of incapacity and at the earliest possible opportunity at least 30 minutes before your working day commences. Notification should be made personally, to your Business Unit Head, Human Resources or a Director. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.
2. Please note failure to call in on the first day of incapacity will go down as unauthorised absence leading to no pay.
3. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.
4. For every day of incapacity you must contact your Business Unit Head or Human Resources department, 30 minutes before your working day commences unless otherwise agreed.

#### **2.2b Evidence of incapacity**

1. Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to seven calendar days) you must sign a Self-Certification absence form on your return to work (Form SCA) please see Appendix 1.
2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a Medical Certificate or a 'Fit Note' and post this to the Human Resources department or delivered to your manager without delay. If your illness lasts longer than one calendar week, you should contact Human Resources to advise them of your current prognosis at least once a week, unless agreed otherwise. Subsequently you must supply us with consecutive doctors' medical certificates to cover the whole period of your absence.

## 2.2c Payments

1. You are entitled to Statutory Sick Pay (SSP) if you are absent because of sickness or injury provided you meet the criteria in the current SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by us if you are eligible. This is treated like wages and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. If you work part-time, you must still serve your three waiting days before you can get payment. This means you may not receive a payment at the start of your period of illness. If you have a varied work pattern, your qualifying days may be different in each week that you work. Please speak to the Human Resource Department about this.
4. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

## 2.2d Return to work

1. You should notify the **HR department** as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been 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. On return to work after any period of sickness/injury absence (including absence covered by a Medical Certificate or a 'Fit note'), you are also required to complete a Self-Certification absence form and hand this to the HR department.
4. Upon returning to work you will be interviewed by your Business Unit Head or the Human Resources Officer for the purposes of ascertaining your well-being.

## 2.2e Additional notes

1. Submission of a Medical Certificate, Fit Note or a Self-Certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
3. We will take a serious view if you take sickness/injury leave which is not genuine. This will result in disciplinary action being taken.
4. If we consider it necessary, we may ask your permission to contact your doctor or for you to be independently medically examined.

## **2.3 Family Policies**

### **2.3a Maternity Leave**

You may be entitled to maternity leave and pay in accordance with the current statutory provisions. However the rules and procedures do change quite regularly due to legislations; please speak to the Human Resources Department for the latest information on statutory payments.

### **2.3b Paternity Leave**

If you (or your partner) become pregnant you should notify your Business Unit Head at an early stage so that your entitlements and obligations can be explained to you by the Human Resources Department. Eligible employees are entitled to two week's paid paternity leave subject to terms and conditions. Please note rights to Statutory Paternity Leave are extra to your normal holiday allowance.

### **2.3c Parental Leave**

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with the Human Resources Department, 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.

### **2.3d Adoption Leave**

Eligible parents who adopt a child are entitled to 26 weeks' paid statutory adoption leave. This applies to parents who have been newly matched and not, for example, when a stepparent adopts a partner's child. For more information please discuss your needs with the Human Resources Department.

### **2.3e 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 your Business Unit Head who if appropriate, will agree the necessary time off.

### **2.3f Flexible Working**

Parents of children aged 6 or under or has disabled children aged under 18, have the right to request flexible working under the Employment Act 2002. Please note however, the Company are not obliged to give employees flexible working if there is a strong business reason not to do so.

The Act enables eligible employees to request:

- A change to the hours they work
- A change to the times of work
- To work from home

For more details and eligibility criteria please consult the Human Resources Department.

### **2.3fPensions**

If you wish to join a pension, we will make the necessary arrangements. Please contact the Human Resources department for further details.

## **2.4 Annual Leave Policy**

### **2.4a Annual Holidays**

1. Your holiday year runs for 12 months, it begins on the 1<sup>st</sup> January and ends the same year on the 31<sup>st</sup> December. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
2. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year as we do not permit for holidays to be taken over.
3. If you become pregnant, we would encourage you to take holidays prior to maternity leave to ensure you take the statutory minimum holiday entitlement that year.

### **2.4b Conditions applying to your Annual Leave entitlement**

1. You should complete the 'Holiday Request' form request firstly, please see Appendices 2 then have it signed by your Business Unit Head with the hard copy sent to Human Resources department before making any holiday arrangements.
2. Holiday requests are considered on a "first come - first served" basis whilst ensuring that operational efficiency and minimum staffing levels are maintained throughout the year.
3. You may not take more than 10 holidays consecutively unless agreed by your Business Unit Head
4. You should give at least four weeks' notice of your intention to take 10 days off and one weeks' notice for odd single days. Please notify your Business Unit Head at the earliest convenience to avoid disappointment.
5. Your holiday pay will be at your normal basic pay.
6. In the event of the termination of your employment any holidays accrued but not taken will be paid for. However, in the event of you having taken holidays in the current holiday year, which have not been accrued pro-rata then the appropriate payments will be deducted from your final wages/salary. This is an express written term of your contract of employment.

### **2.4c Public Bank Holidays**

Your entitlement to Public Bank holidays and to any additional payment which may be made for working on a public bank holiday is shown in your individual Statement of Main Terms of Employment.

The recognised Public Bank holidays in 2011 are: New Year's Day, Good Friday, Easter Monday, Royal Wedding, May Bank Holiday, Spring Bank Holiday, August Bank Holiday, Christmas Day and Boxing Day. **Before going on holiday please ensure you put an 'Out of Office' reply on your emails and company telephones, stating when you are returning and who to contact whilst you are away.**

## **2.5 IT Policy**

### **2.5a Virus Protection Procedures**

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

1. Unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used; and
2. All software must be virus checked using standard testing procedures before being used.

### **2.5b 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:-

1. The introduction of new software must first of all be checked and authorised by a nominated senior member of the company before general use will be permitted.
2. Only authorised staff should have access to the company's computer equipment.
3. Only authorised software may be used on any of the company's computer equipment.
4. Only software that is used for business applications may be used.
5. No software may be brought onto or taken from the company's premises without prior authorisation.
6. Unauthorised access to the computer facility will result in disciplinary action.
7. Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action; such actions could lead to dismissal.

## **2.6 Internet and Email Policy**

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.

### **2.6a Internet**

1. Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities.
2. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the company name.
3. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence.
4. The intellectual property right and copyright must not be compromised when publishing on the Internet.
5. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive.
6. 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.

## **2.6b 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.

1. Unauthorised or inappropriate use of the E-mail system may result in disciplinary action which could include summary dismissal.
2. 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. Flame mails (i.e. E-mails that are abusive) 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.
3. 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;

**Please note Internet and Emails may be checked/read for business purposes.**

## **2.7 Telephone/Mobile Phones Policy**

1. Telephones are essential for our business. Incoming personal telephone calls are allowed only in the case of an emergency. Outgoing calls can only be made with the prior permission of your Business Unit Head.
2. You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency.

3. Company mobile phones may be provided for business use with the authorisation of a Director. The cost of personal calls plus VAT will be recovered from employees by the Company.
4. Please note mobile phones should not be used when driving unless there are Bluetooth facilities in the vehicle.
5. Personal mobiles are to remain on silent during office hours and out of sight other than where they are being used for business purposes.
6. Please consult your Business Unit Head in the event of exceptional circumstances.

## **2.8 Health and Safety Policy**

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. 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.
4. You should report all accidents and injuries at work, no matter how minor, in the accident book that can be found in the Staff Room.
  - i) Any exposed cut or burn must be covered with a first-aid dressing.
  - ii) 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.
  - iii) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

## **2.9 Smoking Policy**

Our policy of no smoking throughout the building must be observed at all times. There are designated smoking points outside the building, please speak to Group Operations Director for more information.

If you are a smoker, please note smoking breaks are considered as part of your one hour entitlement lunch break.

## **2.10 Alcohol and Drugs Policy**

Under legislation we as your employer have a duty to ensure so far as is reasonably practicable, the health & 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.

The effects of alcohol and drugs can be numerous:-

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

1. Absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc);
2. Higher accident levels (e.g. at work, elsewhere, driving to and from work); and
3. Work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc).

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.

## **2.11 Personal Harassment Policy and Procedure**

### **2.11a Introduction**

1. Many people in our society are victimised and harassed as a result of their race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.
2. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
3. We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

### **2.11b Policy**

1. We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
2. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
3. We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

### **2.11c Examples of Personal Harassment**

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

1. insensitive jokes and pranks;
2. lewd or abusive comments about appearance;
3. deliberate exclusion from conversations;
4. displaying abusive or offensive writing or material;
5. unwelcome touching; and

6. abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

### **2.11d Making a complaint**

#### **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 a 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 a 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.

### **2.11e Receipt of complaint**

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 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.

### **2.11f Conclusion**

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

### **2.11g General notes**

1. If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

## **2.12 Equal Opportunities Policy**

### **2.12a Statement of Policy**

1. 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 equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
2. 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 race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.
3. 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.
4. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
5. 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.
6. We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

### **2.12b Recruitment and Selection**

1. The recruitment and selection process is crucially important to any equal opportunities 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 our equal opportunities 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.

#### **2.12c 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.

#### **2.12d Monitoring**

1. We will maintain and review the employment records of all employees in order to monitor the progress of this policy. Monitoring may involve:-
  - i. the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
  - ii. the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
  - iii. recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

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

#### **2.13 Whistle blowing Policy**

Under certain circumstances, employees have legal protection if they make disclosures about organisations for whom they work. These employees are commonly referred to as 'whistle blowers' and their activities have often received wide publicity in the media.

An employee who believed, for example, that organisations were disposing of toxic waste illegally may have 'blown the whistle' directly to the press or television, perhaps because of concern for the environment, a belief that the organisation would attempt a 'cover-up' if asked to stop, or for financial gain.

The legislation is designed to protect employees from suffering any detriment or termination of engagement for whistle blowing.

### **2.13a Qualifying Disclosures**

1. Certain disclosures are prescribed by law as 'qualifying disclosures'. Disclosures are qualifying disclosures where it can be shown that the company commits a 'relevant failure' by:-

- i. committing a criminal offence;
- ii. failing to comply with a legal obligation;
- iii. a miscarriage of justice;
- iv. endangering the health and safety of an individual;
- v. environmental damage; or
- vi. 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.

### **2.13b Procedure**

1. If you so wish you should in the first instance report any concerns you may have to a 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 organisation or body, e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department.
2. If you do not report your concerns to a Director you may take them direct to the appropriate organisation or body.

### **2.13c General**

1. The Public Interest Disclosure Act 1998 prevents you from suffering a detriment or having your contract terminated for 'whistle blowing' and we take very seriously any concerns which you may raise under this legislation.
2. We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of engagement or such lesser disciplinary sanction as may be appropriate in the circumstances

## **3.0 Safeguards**

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### **3.1 Right of Search**

1. 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, we would ask all employees to assist us in this matter should we feel that such a search is necessary. These searches are random and do not imply suspicion in relation to any individual concerned.
2. If you should be required to submit to a search, if practicable you will be entitled to be accompanied by a third party to be selected from only someone who is on the premises at the time a search is taking place. This right also applies at the time that any further questioning takes place.
3. We reserve the right to call in the police at any stage.

### **3.2 Confidentiality**

3.2a 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.

3.2b 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.

### **3.3 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 the Company, is our property and 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.

### **3.4 Statements to the Media**

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

### **3.5 Inventions and Discoveries**

An invention or discovery made by you will normally belong to you. However an invention or discovery made by you will become the Company's property if it was made:-

1. In the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;

2. 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
3. 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.

## **4.0 Standards**

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### **4.1 Wastage**

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.

2. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:-

- a) handle machines, equipment and stock with care;
- b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
- c) ask for other work if your job has come to a standstill; and
- d) start with the minimum of delay after arriving for work and after breaks.

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

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

b. 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.

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

### **4.2 Standards of Dress**

1. In order to maintain a professional working environment for all employees we ask that you maintain a smart dress code from Monday to Thursday. You should wear clothes appropriate to your job responsibilities and they should be kept clean and tidy at all times.
2. On Fridays we have a 'Dress Down Day' where jeans and trainers are allowed however if you are attending an official meeting you will be expected to wear smart dress if required.

### **4.3 Housekeeping**

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

## **5.0 Welfare**

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### **5.1 Refreshment making facilities**

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times.

### **5.2 Staff Room**

We provide a staff room for your use, which must be kept clean and tidy at all times. It may only be used during authorised breaks.

## **6.0 General Information and Procedures**

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### **6.1 Changes in Personal Details**

You must notify the HR Department of any change of name, address, telephone number, bank details, Right to work in the UK, emergency contact and next of kin details so we can maintain accurate information on our records. Please complete a 'Change of Details form' and send back to the Human Resources Department, see Appendices 3.

### **6.2 Other Employment**

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.

### **6.3 Time off**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. 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 your Business Unit Head. You must work the hours you have lost for these appointments. Please note 'OUT OF OFFICE' messages need to be on your emails and company phones.

### **6.4 Bereavement leave**

Individuals' reactions to bereavement vary greatly and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Business Unit Head and agree appropriate time off, which may be with pay.

### **6.5 Expenses**

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. Please ensure you fill out the necessary forms, attach all receipts and get this approved by your Director, failure to submit expenses within two months will not be paid. The rules relating to travelling expenses will be issued separately. For further information please speak to the Accounts Payable Department.

### **6.6 Employees' 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.

### **6.7 Lost Property**

Articles of lost property should be handed to your Business Unit Head who will retain them whilst

attempts are made to discover the owner.

### **6.8 Parking**

No liability is accepted for damage to private vehicles however it may be caused.

### **6.9 Mail**

All mail received by us will be opened including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

### **6.10 Buying or Selling of goods**

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

### **6.11 Collections from employees**

Unless specific authorisation is given by your Business Unit Head, no collections of any kind are allowed on our premises.

### **6.12 Closed Circuit Television**

Closed circuit television cameras are used on our premises for security purposes. We reserve the right to use any evidence obtained in this manner in any disciplinary issue.

### **6.13 Fine**

We will not be held responsible for any fines (e.g. parking, speeding etc.) incurred by you whilst working for us. If we receive the summons on your behalf, we will pay the fine and deduct the cost from any monies owing to you. This is an express written term of your contract of employment.

### **6.14 Access Control (Swipe cards)**

Swipe cards are used throughout the Perivale and Ruislip site for access control, security and Health & Safety. Please ensure you swipe as and when needed, under no circumstances should swipe cards be passed on to anyone else to use. In the event that you have lost or forgotten your swipe card please report this immediately to the Human Resources Department.

Please note, lost cards will cost £5 to be replaced.

## **7.0 Capability and Capability Dismissal Procedures**

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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 your personal circumstances change (most commonly because of health reasons) and you can no longer cope with the work.

### **7.1a Job Changes**

1. If the nature of your job changes we will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If we have concerns regarding your capability these will 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, 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 an agreed period of time, you will be dismissed with the appropriate notice.

### **7.1b Personal Circumstances**

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.

## **8.0 Disciplinary and Grievance Procedures**

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It is necessary to have a minimum number of rules in the interests of the whole organisation. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen as a means of punishment.

This Policy complies with the ACAS Code of Practice on Disciplinary and Grievance Procedures

### **8.1 Introduction**

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.

### **8.2 Rules and Procedures**

The following rules and procedures should ensure that:-

1. the correct procedure is used when inviting you to a disciplinary hearing;
2. you are fully aware of the standards of performance, action and behaviour required of you;
3. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
4. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on full 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;
5. other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee or an official employed by the trade union, who may act as a witness, at all stages of the formal disciplinary process. However please note the representative is not allowed to answer questions on your behalf;
6. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
7. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

### **8.3 Disciplinary Rules**

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of misconduct and gross misconduct shown in this handbook, a breach of other conditions, procedures, rules within this handbook will also result in the disciplinary procedure being used to deal with such matters.

#### **8.3a Rules covering 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:-

- failure to abide by the general health and safety rules and procedures;
- smoking in designated non smoking areas;
- consumption of alcohol on the premises, unless otherwise agreed;
- persistent absenteeism and/or lateness;
- unsatisfactory standards or output of work;
- rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- unauthorised use of E-mail and Internet;
- failure to carry out all reasonable instructions or follow our rules and procedures;
- unauthorised use or negligent damage or loss of our property;
- failure to report immediately any damage to property or premises caused by you;
- use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- loss of driving licence where driving on public roads forms an essential part of the duties of the post.

### **8.3b Rules covering Gross Misconduct**

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

You will be liable to instant dismissal if you are found to have acted in any of the following ways:-

- grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment;
- dangerous behaviour, fighting or physical assault;
- incapacity at work or poor performance caused by intoxicants or drugs;
- possession, supply or use of illicit drugs;

- deliberate falsification of any records (including time sheets, absence records and so on, in respect of yourself or any fellow employee);
- undertaking private work on the premises and/or in working hours without express permission;
- working in competition with us;
- taking part in activities which result in adverse publicity to ourselves, or which cause us to lose faith in your integrity;
- theft or unauthorised possession of money or property, whether belonging to us, another employee, or a third party;
- destruction/sabotage of our property, any property on the premises;
- serious breaches of health and safety rules that endanger the lives of or may cause serious injury to employees or any other person;
- interference with or misuse of any equipment for use at work that may cause harm;
- gross insubordination and/or continuing refusal to carry out legitimate instructions;
- abuse of the personal harassment policy; and
- abuse of the protected disclosure provisions.

#### **8.4 Disciplinary Procedure**

Disciplinary action taken against you will be based on the following procedure:-

<b>OFFENCE</b>	<b>FIRST OCCASION</b>	<b>SECOND OCCASION</b>	<b>THIRD OCCASION</b>
<b>MISCONDUCT</b>	Written warning	Final written Warning	Dismissal
<b>GROSS MISCONDUCT</b>	Dismissal		

We retain discretion in respect of the disciplinary procedure to take account of your length of service and to vary the procedure accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.

If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a written warning, final written warning, or dismissal and full details will be given to you.

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.

## 8.5 Disciplinary Authority

The operation of the disciplinary procedure contained, in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.

Written warning	<b>HR/Business Unit Head</b>
Final written warning	<b>HR/Business Unit Head/Director</b>
Dismissal	<b>HR/Business Unit Head/Director</b>

## 8.6 Period of warnings

### 1. Written warning

A written warning will normally be disregarded after a six month period.

### 2. Final written warning

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

## 8.7 General notes

1. If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
3. Gross misconduct offences will result in dismissal without notice.
4. You have the right to appeal against any disciplinary action.

## 8.8 Grievances Procedure

- 8.8a. 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.
- 8.8b. 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. Whilst we will give the same consideration to any grievance that you raise verbally, provided that you make it clear that you wish it to be treated formally, you should be aware that, in most circumstances, the law requires you to provide us with written details of your grievance before taking certain types of legal action.
- 8.8c. You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.

- 8.8d. If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 8.8e. If you wish to appeal you must inform a Director within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the company will be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).
- 8.8f. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

## **9.0 Capability/Disciplinary Appeals Procedure**

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- 9.1 You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you within five working days. A Director will hear all appeals and his/her decision is final. At the appeal any disciplinary penalty imposed will be reviewed.
- 9.2 If you wish to exercise this right you should apply in writing to the Director indicated in your individual Statement of Main Terms of Employment. If this Director has any involvement with your situation, please appeal to any other member of the Board of Directors.
- 9.3 An appeal against a written warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
- 9.4 The appeal procedure will 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.
- 9.5 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.
- 9.6 You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice, who may act as a witness or speak on your behalf. The result of the appeal will be made known to you in writing within five working days after the hearing.

## **10.0 Termination of Employment**

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### **10.1 Retirement**

The normal age for retirement is 65, and it is our policy for employees to retire at the end of the week in which their 65th birthday falls. In certain circumstances consideration may be given to fresh employment being offered to you after retirement. Such offers will be totally at the discretion of a Director.

### **10.2 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.

### **10.3 Return of Company equipment**

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.

### **10.4 Return of vehicles**

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



## **Appendices**

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