



S T A F F H A N D B O O K

Employee Handbook

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Throughout this document "the employer" refers to Excellence in Crewe Ltd.

HOLIDAYS

Annual Holidays

The dates of the holiday year and details of annual holiday entitlement are set out in each employee's Statement of Particulars of Employment.

Annual holiday entitlement accrues at the rate of one twelfth of the full annual holiday entitlement, on the 1st of each month, in arrears.

Unless otherwise stated in an employee's Statement of Particulars, hourly paid employees will be paid at their basic rate of pay and salaried employees will be paid their normal salary in respect of periods of annual holiday. Overtime will not normally be included in the calculation of holiday pay, except where the overtime is contractually guaranteed.

On termination of employment, employees will be entitled to be paid for holiday accrued but not taken at the date of termination of employment.

If on termination of employment an employee has taken more annual holiday than he or she has accrued in that holiday year, an appropriate deduction will be made from the employee's final pay.

Employees are not permitted to carry over accrued annual holiday from one holiday year to the next. In exceptional circumstances and at the sole discretion of the Employer, accrued annual holiday entitlement in excess of the statutory minimum may be carried over from one holiday year to the next.

All periods of annual holiday must be authorised in advance by management. Employees must not make firm annual holiday arrangements before receiving confirmation from management that their request has been authorised.

Employees are not normally permitted to take more than two weeks' annual holiday at any one time. In exceptional circumstances employees may be permitted to take annual holiday in excess of two weeks at the sole discretion of management.

Employees are required to take two weeks of their annual holiday out of nursery term time.

Employees are required to submit annual holiday requests to management as early as possible, normally giving a minimum of one month's notice prior to the requested annual holiday start date.

Employees who take unauthorised annual holiday may be subject to disciplinary action.

Employees who are ill during a period of authorised annual holiday are not normally permitted to take the annual holiday at a later time.

Employees who are absent from work because of sickness immediately prior to a period of authorised annual holiday and whose incapacity extends into the authorised annual holiday period may be permitted to delay the period of annual holiday until a later time upon submission of a medical certificate completed by a medical practitioner. Employees taking advantage of this facility are required to submit a further annual holiday request in respect of the new period of annual holiday.

The Employer may require employees to reserve a specified amount of annual holiday entitlement to be taken at a time set by the Employer, depending on the needs of the business and will give employees advance notice of such a requirement. The notice given will be at least twice the period of annual holiday that the employees will be required to take during the specified time.

Requests for annual holiday will normally be granted on a 'first come, first served' basis. Owing to the needs of the business, management reserves the right to limit the number of employees who may be permitted to take holiday at any one time. The granting of all holiday requests will be subject to adequate cover being available and the overall needs of the Employer.

Public Holidays

Details of any entitlement to public holidays in a holiday year are set out in each employee's Statement of Particulars of Employment.

Part time employees will be entitled to public holidays on a pro rata basis.

SICK PAY ENTITLEMENT

Statutory Sick Pay

Employees who are absent from work because of sickness will normally be entitled to receive Statutory Sick Pay (SSP) from the Employer providing they meet the relevant criteria.

Once the criteria have been met, SSP is not normally payable for the first three days of sickness absence, unless the employee has been absent and in receipt of SSP within the previous eight weeks. Thereafter the Employer will normally pay SSP at the statutory rate in force for a maximum of 28 weeks.

In order to qualify for SSP the employee must notify the Employer on the first qualifying day, and submit a certificate of absence as soon as practicable. The Employer reserves the right to withhold payment of SSP where an employee fails to follow the correct procedure.

Certain employees are excluded from the SSP scheme, e.g., employees who earn below the lower earnings limit for National Insurance purposes.

The provisions relating to SSP are extremely complex. Employees who have any questions about it should approach management.

MATERNITY LEAVE AND MATERNITY PAY

Pregnant employees and employees who have recently given birth have a variety of rights under current legislation. This area of law is very complex, and the following sections provide only a general guide for employees.

Introduction

In general every employee who is pregnant has the right to Maternity Leave with a total statutory entitlement of 52 weeks' maternity leave. In the first 26 weeks (Ordinary Maternity Leave) the employee must continue to receive all her contractual benefits except salary. In the subsequent 26 week period (Additional Maternity Leave) the employee is only entitled to a handful of terms and conditions.

It should also be noted that women are legally obliged to take a minimum of two weeks' maternity leave after giving birth. A longer minimum period of four weeks applies in respect of women who work in factories. This is called Compulsory Maternity Leave.

Ordinary Maternity Leave

An employee on Ordinary Maternity Leave is entitled to receive all her normal contractual benefits (including annual holiday entitlement), excluding pay, while she is absent from work.

An employee is entitled to return to her original job at the end of the Ordinary Maternity Leave period.

Additional Maternity Leave

An employee on Additional Maternity Leave has the right to a further 26 weeks' leave, which will run directly from the end of her Ordinary Maternity Leave period. This additional leave is unpaid.

The employee's contract of employment continues throughout Additional Maternity Leave. However, the only terms and conditions that automatically remain enforceable for both employee and employer are those relating to the duty of mutual trust and confidence, confidentiality, notice provisions, Employer Disciplinary and Grievance Procedures and any restrictive covenants. The employee continues to accrue statutory minimum annual holiday entitlement during Additional Maternity Leave.

The employee is entitled to return to her original job at the end of Additional Maternity Leave. However, if this is not reasonably practicable, she should be offered a similar job on no less favourable terms and conditions.

Notification Procedures for Maternity Leave

The notification requirements for maternity leave are exactly the same for Ordinary and Additional Maternity Leave. To qualify for maternity leave the employee must comply with the rules and procedures set out below.

1. A minimum of 15 weeks before the expected week of childbirth, the employee must give her employer notice of:
 - the fact that she is pregnant;
 - her expected week of childbirth, which must be confirmed with the medical certificate MATB1; and
 - the date on which she intends to start her maternity leave. This must be in writing if requested by the employer.
2. Within 28 days of the employee giving notice, the employer must respond in writing to the employee, confirming her full entitlement to maternity leave (both 26 weeks' Ordinary Maternity Leave and 26 weeks' Additional Maternity Leave) and the date when she is expected to return to work.
3. The earliest the employee may start her maternity leave is 11 weeks before the expected week of childbirth. An employee may change her mind about when she wants to start her leave, providing she gives her employer at least 28 days' notice of the change.
4. The employee does not need to give notice of her return to work if she simply returns at the end of her maternity leave period. However, if she wishes to return to work before her full entitlement to maternity leave has ended, she must give her employer a minimum of 2 months' notice of the date of her earlier return.

If the employee fails to give the required 28 days' notice of an earlier return to work, the employer may postpone the employee's return until the end of the 28 days' notice she should have given, or until the end of her maternity leave period, whichever is earlier.

An employee does not lose the right to return to work if she does not follow the correct notification requirements. However, her employer may take appropriate disciplinary action if she fails to return to work at the end of her maternity leave period.

Postponing Return to Work

There are no provisions for extending either Ordinary or Additional Maternity Leave if the employee is unable to return to work because of ill health at the end of her leave. However, in these circumstances, the employer's normal sick leave procedures will apply.

Statutory Maternity Pay

All employees who have been continuously employed for at least 26 weeks ending with the 15th week before the expected week of childbirth (the Notification Week), and who satisfy the following conditions, are entitled to receive Statutory Maternity Pay (SMP) from their employer. The employee must:

1. still be pregnant at the 11th week before her expected week of childbirth or have had the baby by that time;
2. have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period up to and including the Notification Week;
3. give her employer a minimum of 28 days' notice that she intends to be absent from work because of her pregnancy; and
4. provide her employer with medical certification of her expected week of childbirth, normally using form MAT B1.

Statutory Maternity Pay is payable for up to 39 weeks. The first six weeks are payable at the higher rate which is 90% of the employee's normal earnings. The remaining 33 weeks are payable at a standard rate which changes from time to time. Where the employee's earnings are below the standard rate, the employee should be paid at 90% of her average earnings of the previous eight weeks up to and including the Notification Week.

Employees who do not qualify for Statutory Maternity Pay should claim Maternity Allowance from their local Social Security or Job Centre Plus office.

Antenatal Care

All pregnant employees are entitled to take time off with full pay during working hours to receive antenatal care. The employer may require an employee who wishes to take time off for these purposes to provide medical certification of her pregnancy and an appointment card, except in connection with the first appointment.

Pregnancy related Absence

An employee's maternity leave will automatically start if she is absent from work for a pregnancy related absence during the four weeks before the baby is due.

PATERNITY LEAVE AND PATERNITY PAY

Eligible employees (see below) are entitled to take up to two weeks' paid Paternity Leave following the birth of their child in order to care for the child or support its mother. During Paternity Leave, most employees will be entitled to Statutory Paternity Pay (SPP), which will be the same as the standard rate of Statutory Maternity Pay (SMP).

Eligibility for Paternity Leave and Paternity Pay

In order to qualify for Paternity Leave and Statutory Paternity Pay the employee must:

- be the biological father of the child or the mother's husband or partner (male or female);
- have or expect to have responsibility for the child's upbringing;
- have worked continuously for the employer for 26 weeks leading into the Notification Week (the 15th week before the child is due); and
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to and including the Notification Week.

Employers may ask an employee to provide a self certificate as evidence that he or she meets these conditions. The self certificate must provide the information required above and include a declaration that the employee meets the necessary conditions.

Taking Paternity Leave

An employee is permitted to take Paternity Leave in units of either one whole week or two consecutive whole weeks. Leave may start on any day of the week on or following the child's birth but must be completed:

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

An employee may change his or her mind about the starting date for Paternity Leave, providing he or she tells the employer at least 28 days in advance of the changed start date where reasonably practicable.

Notification Procedures for Paternity Leave

An employee who wishes to take Paternity Leave must notify the employer by the 15th week before the expected week of childbirth, stating:

- the week the child is due;
- whether the employee wishes to take one week or two weeks' leave; and
- when the employee wants the leave to start.

Contractual Benefits during Paternity Leave

An employee on Paternity Leave is entitled to enjoy normal terms and conditions of employment, with the exception of pay. The employee is entitled to return to the same job following Paternity Leave.

If an employee has an enhanced contractual right to Paternity Leave or Paternity Pay he or she may take advantage of whichever is the more favourable right. Employees should clearly understand, however, that when payment of contractual paternity pay is made this is inclusive of any SPP entitlement i.e. employees are not entitled to both, unless the employer expressly agrees otherwise.

Paternity Leave and Adoption

The partner of an individual who adopts, or the other member of a couple who are adopting jointly may be entitled to Paternity Leave and Paternity Pay.

Further details of this entitlement are set out in the section on adoption leave and adoption pay.

ADOPTION LEAVE AND ADOPTION PAY

Employees who adopt a child may be entitled to adoption leave and Statutory Adoption Pay. This right applies to both men and women.

Adoption Leave

Employees will be entitled to 39 weeks' paid Ordinary Adoption Leave and 13 weeks' unpaid Additional Adoption Leave, in order to care for a newly adopted child up to 18 years of age upon meeting the eligibility criteria.

To qualify for adoption leave, an employee must:

- be newly matched with a child for adoption by an approved adoption agency; and
- have worked continuously for the same employer for 26 weeks leading into the week in which the employee is notified of being newly matched with a child by an approved adoption agency for adoption.

Only one period of adoption leave will be available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

Ordinary Adoption Leave

During Ordinary Adoption Leave, an employee is entitled to all normal contractual benefits (including annual holiday entitlement) excluding pay, whilst absent.

An employee is entitled to return to his or her original job at the end of the Ordinary Adoption Leave period.

Additional Adoption Leave

Additional Adoption runs directly from the end of the Ordinary Adoption Leave period.

The employee's contract of employment continues throughout Additional Adoption Leave. However, the only terms and conditions that automatically remain enforceable for both employee and employer are those relating to the duty of mutual trust and confidence, confidentiality, notice provisions, Employer Disciplinary and Grievance Procedures and any restrictive covenants. The employee's right to the statutory minimum annual holiday entitlement continues to accrue during Additional Adoption Leave.

The employee is entitled to return to his or her original job at the end of Additional Adoption Leave. However, if this is not reasonably practicable, the employee should be offered a similar job on no less favourable terms and conditions.

Notification Procedures for Adoption Leave

To qualify for adoption leave, an employee must give the employer the matching certificate from the adoption agency as evidence of entitlement to adoption leave. The employee must also comply with the following rules and procedures:

1. Within seven days of being matched for a child, the employee must give his or her employer notice of:
 - the date the placement is expected to take place; and
 - the date on which the employee intends to start adoption leave. This must be in writing if requested by the employer.
2. Within 28 days of the employee giving notice, the employer must respond in writing to the employee confirming his or her full entitlement to adoption leave (both 26 weeks' Ordinary Adoption Leave and, if applicable, 26 weeks' Additional Adoption Leave) and the date when the employee is expected to return to work.
3. An employee who is adopting may choose to start adoption leave:
 - from the date of the child's placement; or
 - from a fixed date which can be up to 14 days before the expected date of the placement.

An employee will be able to change his or her mind about the start date of adoption leave, providing the employee tells his or her employer at least 28 days in advance.

4. The employee does not need to give notice of a return to work if he or she simply returns at the end of the adoption leave period. However, if the employee wishes to return to work before the full entitlement to adoption leave has ended, the employee must give his or her employer a minimum of 28 days' notice of the earlier return date.
5. If the employee fails to give the required 28 days' notice of an earlier return to work, the employer may postpone the return until the end of the 28 days' notice the employee should have given, or until the end of the adoption leave period, whichever is earlier.

6. An employee does not lose the right to return to work if he or she does not follow the correct notification requirements. However, the employer may take appropriate disciplinary action if the employee fails to return to work at the end of his or her adoption leave period.

Statutory Adoption Pay

Statutory Adoption Pay is payable at the same rate as Statutory Maternity Pay. To qualify for Statutory Adoption Pay, the employee must:

1. have been continuously employed for at least 39 weeks by the date he or she is informed by the adoption agency that the employee has been matched with a child;
2. have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to the date the employee is matched with a child;
3. give the employer the required minimum notice that he or she intends to be absent from work because of adoption; and
4. Provide the employer with a matching certificate from the adoption agency as evidence of entitlement to Statutory Adoption Pay.

Statutory Adoption Pay is payable for up to 26 weeks at a standard rate which changes from time to time. Where the employee's earnings are below the standard rate, the employee should be paid at 90% of his or her average earnings of the previous eight weeks up to and including the date the child is matched.

Employees who do not qualify for Statutory Adoption Pay may be able to claim financial support from their local Social Security or Job Centre Plus office.

Placement Ends

If the child's placement ends during the adoption leave period, the employee will be able to continue adoption leave for up to eight weeks after the end of the placement.

Paternity Leave and Adoption

The partner of an individual who adopts, or the other member of a couple adopting jointly, may be entitled to Paternity Leave and Paternity Pay.

When a couple adopts, it can choose who will take Adoption Leave and who will take Paternity Leave. However, the same employee may not choose to take both entitlements.

A qualifying employee may take either one whole week's or two consecutive whole weeks' paid Paternity Leave to care for a newly adopted child or to support his or her partner on adoption.

In cases of adoption, an employee must have worked continuously for the employer for at least 26 weeks leading into the week in which the adopter is notified of being matched with a child.

The employee may decide to start Paternity Leave either from the date of the child's placement, from a chosen number of days or weeks after the date of the child's placement or from another chosen date.

In all cases Paternity Leave must be completed within 56 days of the child's placement.

PARENTAL LEAVE

After one year's service, employees are entitled to a maximum of 13 weeks' unpaid Parental Leave for each of their children under five years old.

Parents of disabled children are entitled to a total of 18 weeks' parental leave, which can be taken at any point until the child's 18th birthday. Where an employee adopts a child under the age of 18, he or she is entitled to Parental Leave during the five years after the adoption, or until the child's 18th birthday, whichever is earlier.

A maximum of four weeks' Parental Leave may be taken in any one year.

Parental Leave may only be taken in blocks of one complete week or more except in the case of parents of children with a disability who may take Parental Leave one day at a time.

An employee is required to give the employer a minimum of 21 days' notice in writing of his or her request to take Parental Leave.

Employers have the right to postpone Parental Leave for up to six months if the business would be unacceptably disrupted by the employee's absence. However, Parental Leave requested to take place immediately after the birth of a child may not be postponed provided that the employee has given 13 weeks' notice of his or her intention to take Parental Leave at this time.

TIME OFF FOR DEPENDANTS

Employees are entitled to take reasonable unpaid time off to deal with sudden or unexpected problems with a dependant. A dependant is a partner, child or parent who lives with the employee as part of his or her family or any other person who reasonably relies on the employee for assistance.

Reasonable time off will be granted in the following circumstances:

- for the birth, sickness, injury or death of a dependant;
- to make arrangements for the care of a sick or injured dependant or to make arrangements to deal with an unexpected disruption to care arrangements; and
- to deal with an unexpected incident involving the employee's child during school hours.

The right is only to deal with emergencies and to put care arrangements in place. This means that in the case of a dependant's illness, for example, the employee is not entitled to time off for the duration of the dependant's illness.

Employees are required to inform the employer as soon as practicable of their absence, the reason for it and how long they expect to be away from work.

There is no minimum service period for an employee to qualify for this right.

DISCIPLINARY PROCEDURE AND ACTION

The primary objective of the Employer's Disciplinary Procedure is to ensure that all disciplinary matters are dealt with fairly and consistently, and, where there has been a breach of discipline, to encourage an improvement in individual conduct or performance.

The Employer reserves the right to discipline or dismiss an employee with less than 12 months' continuous service without following the Disciplinary Procedure.

For employees with 12 months' continuous service or longer, the Employer will follow the Disciplinary Procedure set out below.

Disciplinary Procedure

Disciplinary rules

The Company requires good standards of discipline from its employees, together with satisfactory standards of work. These disciplinary procedures apply to any misconduct or failure to meet standards of performance or attendance.

The purpose of this procedure is to be corrective rather than punitive and it should be recognised that the existence of procedures such as these is to help and encourage you to achieve and maintain standards of conduct, attendance and job performance and to ensure consistent and fair treatment for all employees.

If your standard of work or conduct falls, and, after warnings, remains below the level which is acceptable, you may be dismissed.

Summary dismissal without notice will take place if an act of gross misconduct is committed. Gross misconduct is any deliberate act by an employee that is detrimental to the good conduct of the Company's business. Examples of misconduct and gross misconduct are listed below.

Principles

The procedure will be applied consistently in accordance with the following principles:

- counselling will be offered, where appropriate, to resolve problems
- no disciplinary action will be taken against an employee until the case has been fully investigated
- at every stage in the procedure the employee will be advised of the nature of the complaint against him or her and will be given the opportunity to state his or her case before any decision is made
- prior to the disciplinary hearing, the Company will provide you with a copy of the evidence that it intends to rely upon in good time prior to the disciplinary meeting. You will be permitted to obtain and procedure

evidence that you wish to rely upon in your defence, explanation or by way of mitigation

- after the disciplinary meeting, you will be informed of the decision
- at all stages of the procedure the employee will have the right to be accompanied by a trade union representative, or work colleague
- no employee will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice
- an employee will have the right to appeal against any disciplinary sanction imposed
- the procedure may be implemented at any stage if the employee's alleged misconduct warrants such action
- the minimum three-step statutory procedures will be followed if an employee faces dismissal or specified action short of dismissal (excluding oral or written warnings).

Disciplinary procedure

The following stages in the disciplinary procedure are outlined below. The Company reserves the right to activate any stage of the procedure where appropriate.

Stage 1—improvement notice: unsatisfactory performance

If your performance does not meet the acceptable standards expected by the Company, you may normally be given an improvement notice. This will set out the performance problem, the improvement that is required, the time-scale and will also include details of any help that may be given following discussion with you. You will be advised that this constitutes the first stage of the formal procedure. A record of the improvement notice will remain live for [12] months, subject to satisfactory performance.

Stage 1—first written warning

If your conduct does not meet acceptable standards you will normally be given a written warning. This will set out the nature of the misconduct and the standard of conduct expected. The written warning will confirm that a final written warning may be considered appropriate if there is no sustained satisfactory improvement. A record of the warning will be kept on file, and will be disregarded for disciplinary purposes after a specified period of [12] months depending upon satisfactory performance.

Stage 2—second written warning

If your conduct continues to fall below acceptable standards you may be given a second written warning. This will set out the nature of the misconduct and the standard of conduct expected. The second written warning will confirm that a final written warning may be considered appropriate if there is no sustained satisfactory improvement. A record of the warning will be kept on file, and will be disregarded for disciplinary purposes after a specified period of [12] months depending upon satisfactory performance. The decision to issue a sanction at

Stage 2 is at the Company's discretion depending upon the nature and circumstances of the unsatisfactory conduct or performance in question.

Stage 3—final written warning

If the offence is sufficiently serious, or there is a failure to improve during the currency of a prior warning for the same type of offence, a final written warning may be given to the employee. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to action under Stage 4 (dismissal or some other action short of dismissal), and will refer to the right of appeal. A copy of this written warning will be kept on file and will be disregarded for disciplinary purposes after [12] months subject to satisfactory conduct/performance.

Stage 4—dismissal or other sanction

If there is still a failure to improve, or where the conduct or performance is sufficiently serious, the final step in the procedure may be dismissal or some other action short of dismissal such as demotion or disciplinary suspension or transfer (as allowed in the contract of employment). Dismissal decisions can only be taken by the appropriate senior manager and the employee will be provided, as soon as reasonably practicable, with written reasons for dismissal, the date on which the employment will terminate, as well as their right of appeal. The decision to dismiss will be confirmed in writing. In cases of gross misconduct, you will normally be dismissed without notice or pay in lieu of notice. In exceptional circumstances, or if there are any genuine mitigating circumstances, alternative disciplinary action may be taken.

Discipline and dismissal procedure

In circumstances where an employee faces dismissal, or certain action short of dismissal such as loss of pay or demotion (but excluding oral or written warnings) the minimum statutory procedure will be followed consisting of three steps. Step 1 consists of a written note to the employee setting out the allegation and the basis for it. Step 2 consists of a meeting to consider and discuss the allegation, following which a decision is taken. Step 3 involves the employee submitting a letter of appeal (including the reasons and basis for the appeal and documentation relied upon in support) followed by an appeal meeting. The employee will be reminded of their right to be accompanied prior to any meeting which is convened.

Examples of misconduct

The following is a non-exhaustive list of examples of offences which amount to misconduct falling short of gross misconduct:

- unauthorised absence from work
- lateness
- unacceptable performance
- inappropriate standard of dress
- smoking on company premises
- time wasting

- contravention of minor safety regulations
- disruptive behaviour
- unauthorised use of the telephone.

Examples of gross misconduct

The following is a non-exhaustive list of examples of offences which amount to gross misconduct:

- dishonesty
- falsification of Company records (including clock cards/time sheets/commission claims and expense claims)
- failure to comply with relevant statutory or regulatory requirements
- serious insubordination
- violent, abusive or intimidating conduct
- deliberate damage to Company property
- sexual, racial or other harassment (including bullying)
- unauthorised use or disclosure of confidential information
- attending work under the influence of alcohol or non-medically prescribed drugs
- reckless or serious misuse of a company vehicle
- rudeness to customers
- any action likely to bring the Company into disrepute
- accepting a gift which could be construed as a bribe
- sleeping on duty
- breach of health and safety rules which endanger the health and safety of others
- refusing a search to be carried out in accordance with Company rules
- failure to disclose correct information on your application form
- conviction for any serious criminal offence while an employee of the Company.

Rules for suspension of staff

Suspension will be on full pay and you will be informed writing of this at the time.

Subject to clause 12 the suspension will not normally be for more than [five] days. This may be extended where necessary. Employees will be advised if the suspension is likely to last longer than [five] days. Suspension on full pay is not regarded by the Company as a disciplinary sanction.

If an allegation is made about a member of staff relating to a child protection issue suspension will be inevitable (unless there are exceptional circumstances). In this instance the matter will be actioned by a senior officer and suspension shall take immediate effect and will continue while a full investigation is undertaken and a resolution is reached.

Appeals procedure

If you are dissatisfied with any disciplinary decision affecting you, you may appeal to the level of management immediately above that at which the decision was taken within [five] working days of the disciplinary decision.

Any appeal must be put in writing, stating the grounds for the appeal and including any documentation or evidence relied upon in support. If the disciplinary action which is the subject of the appeal is your dismissal, the decision to dismiss will stand unless it is reversed on appeal.

You will be invited to attend an appeal meeting. This will be heard by a more senior manager where this is reasonably practicable. At the appeal hearing, you will be permitted to state your case.

Within a reasonable period of time after the appeal meeting, you will be informed of the decision. The decision of the manager hearing the appeal is final. There is no further right of internal appeal.

CODE OF CONDUCT

The Employer's Code of Conduct is set out below. It covers the main standards of behaviour the Employer requires from employees. The Code includes the Employer Rules, which employees need to follow, and examples of misconduct which the Employer normally regards as gross misconduct. A breach of the Employer Rules may result in disciplinary action. A single instance of gross misconduct may result in dismissal without notice.

The Employer Rules and the examples of misconduct are not exhaustive. All employees are under a duty to comply with the standards of behaviour and performance required by the Employer and to behave in a reasonable manner at all times.

Employer Rules

Attendance and Timekeeping

Employees are required to comply with the rules relating to notification of absence set out in the Employer's Absence Procedure.

Employees are required to arrive at work promptly, ready to start work at their contracted starting times. Employees are required to remain at work until their contracted finishing times.

Employees must obtain management authorisation if for any reason they wish to arrive later or leave earlier than their agreed normal start and finish times.

The Employer reserves the right not to pay employees in respect of working time lost because of poor timekeeping.

Persistent poor timekeeping may result in disciplinary action.

Standards and Conduct

Employees are required to maintain satisfactory standards of performance at work.

Employees are required to comply with all reasonable management instructions.

Employees are required to co-operate fully with their colleagues and with management, and to ensure the maintenance of acceptable standards of politeness.

Employees are required to take all necessary steps to safeguard the Employer's public image and preserve positive relationships with its customers, clients or members of the public.

Employees are required to ensure that they behave in a way that does not constitute unlawful discrimination.

Employees are required to comply with the Employer's operating policies and procedures.

Personal mobile telephones must be switched off at all times during normal working hours.

Employees are not permitted to use personal or Employer mobile telephones whilst driving a vehicle or whilst the vehicle engine is on unless a hands-free car kit is installed (in compliance with the Electromagnetic Compatibility in Vehicles Directive) and it is safe to use the mobile telephone.

Any queries received from the media must be referred immediately to management. Employees must not attempt to deal with queries themselves.

Flexibility

Employees may be required to work additional hours at short notice, in accordance with the needs of the business.

Employees may be required from time to time to undertake duties outside their normal job remit.

Employees may be required from time to time to work at locations other than their normal place of work.

Confidentiality

Employees are required to keep confidential, both during their employment and at any time after its termination, all information gained in the course of their employment about the Employer's business and that of the Employer's clients or customers, except as required by law or in the proper course of their duties.

Employees are not permitted to engage in any activity outside their employment with the Employer which could reasonably be interpreted as competing with the Employer.

Employees are required to seek permission from management before taking on any other employment while employed by the Employer.

Dress and Appearance

Employees are required to dress in a manner appropriate to the function in which they are engaged.

Employees' personal appearance makes an important contribution to the image and reputation of the Employer. It is important for employees to project a professional image at all times.

The Employer expects employees to observe the standards of dress and appearance appropriate to working within a professional environment. Management will provide all new employees with guidelines on the acceptable standards as part of their induction to the Employer.

If an employee is at any time in doubt about the standards of dress and appearance, he or she should consult management.

Work Clothing

Where work clothing or uniforms are provided by the Employer or required on site, they must be worn at all times during working hours. Employees are responsible for ensuring that all items of work clothing or uniform are kept clean and maintained in reasonable condition at all times and returned to the Employer on termination of their employment.

Health and Safety

Employees are required to gain an understanding of the Employer's health and safety procedures, observe them, and ensure that safety equipment and clothing are always used.

Employees must report all accidents, however small, as soon as possible, making an entry in the Employer's Accident Book.

On Site Rules

Employees working on customer or client sites are required to follow any site-specific rules and wear any protective masks, safety shoes and other clothing required on site at all times during their working hours.

Property and Equipment

Except for use on authorised Employer or client business, employees are not permitted to make use of the Employer's or its clients' telephone, fax, postal or other services.

Employees must not remove Employer or site property or equipment from Employer or site premises unless for use on authorised Employer business or with the permission of management.

Where an employee damages property belonging to the Employer, either through misuse or carelessness, the Employer reserves the right to make a deduction from the employee's pay in respect of the damaged property.

On termination of their employment employees must return all Employer property, such as keys, laptops, mobile telephones, Employer vehicles, documents or any other items belonging to the Employer. This list is not exhaustive.

Personal Searches and Personal Property

The Employer may reasonably request to search employees' clothing, personal baggage or vehicles. An authorised member of management in the presence of an independent witness must conduct any such search. Should an employee refuse such a request, the Employer will require the appropriate authorities to conduct the search on behalf of the Employer. An employee's failure to co-operate with the Employer in this respect may be treated as gross misconduct.

Employees are solely responsible for the safety of their personal possessions on Employer premises and should ensure that their personal possessions are kept in a safe place at all times.

Should an employee find an item of personal property on the premises he or she is required to inform management immediately.

Expenses

The Employer will normally reimburse employees in respect of any expenses wholly, necessarily and proportionately incurred in the course of their work against the relevant receipts. The Employer reserves the right to refuse to pay an expense claim where the expenditure is unreasonable, disproportionate or unnecessary.

Environment

In order to provide a cost-effective service, employees are requested to use the Employer's equipment, materials and services wisely. Employees should try to reduce wastage and the subsequent impact on the environment by ensuring that they close windows, avoid using unnecessary lighting or heating or leaving taps running, switch off equipment when it is not in use and handle all materials with care.

Smoking

In order to provide a working environment which is pleasant and healthy, smoking is not permitted anywhere on Employer premises.

Changes in Personal Details

Employees must notify the Employer of any change in personal details, including change of name, address, telephone number or next of kin. This will help the Employer to maintain accurate personal details in compliance with the Data Protection Act 1998, and ensure it is able to contact the employee or another designated person in case of an emergency.

Third Parties

An employee's employment with the Employer may in some circumstances be conditional on the approval of third parties at whose premises he or she either works at or visits. If the third party withdraws permission for that employee to be on its site, the Employer will consider all alternative arrangements which can be made in order to maintain the employee's continued employment by the Employer. If, however, in the sole opinion of the Employer, no alternative arrangements can be made, the Employer reserves the right to terminate the employee's employment.

GRIEVANCE PROCEDURE

Grievance and Disciplinary Procedure

The object of the grievance procedure is to enable employees who consider they have a grievance or complaint arising from their employment with the Company to have it dealt with at the nearest appropriate level within as short a time as possible. Anyone wishing to use this procedure can do so freely and without prejudice to his/her position in the Company. It applies to all employees, irrespective of job or grade.

At all stages of the grievance procedure you may be accompanied by a fellow worker or a trade union official of your choice. Each step of the grievance procedure will be processed without unreasonable delay.

Informal resolution

In many cases grievances can be resolved informally without activating the formal procedure. Employees should aim to resolve grievances informally by either writing to or speaking with their line manager or the person responsible for causing the grievance to arise. There is of course no obligation for an employee to use the informal procedure. By seeking to resolve grievances on an informal basis, this will often allow for problems to be resolved quickly. If the employee considers that the nature of the grievance is such that it cannot be resolved informally, or if the informal process does not resolve the issue, then the formal procedure should be used.

Formal Procedure

Step 1

In the first instance all grievances must be submitted in writing to your immediate superior who will attempt to deal with the matter after making such consultations as are necessary. Employees are expected to submit the full details of their grievance in writing and any documents relied upon in support to their employer at the earliest opportunity.

Step 2

Every opportunity will be given for your grievance to be stated and thoroughly discussed. You will be invited to attend a meeting to discuss your grievance and have the right to be accompanied by a union representative or workplace colleague. It is the responsibility of the employee to ensure that their union representative or workplace colleague is available to accompany them at the meeting. As appropriate further investigation may take place and action taken. After the meeting, you will be informed of the result, and what further action will be taken where appropriate. A further grievance meeting may be convened before a decision is taken depending upon the circumstances. A decision will be given within [10] working days of the meeting unless further investigation is required or where this has been extended by mutual consent. You will be informed of how long it will take for the further investigation to occur. If you are not satisfied with the response, you can appeal against the decision in

writing within 5 working days of being informed of the outcome of the grievance.

If the complaint or grievance relates to your immediate superior, the grievance can be raised with the next level of management or through the Human Resources Department. The procedure outlined in the previous paragraph will apply.

If the grievance is not resolved to your satisfaction within a reasonable time, you can raise it with the next level of management.

Step 3

If you wish to appeal, you will be invited to a further meeting. Employees are expected to submit the grounds for appealing the earlier decision and relevant documentation in advance of the appeal hearing. This will be heard by a more senior manager where this is reasonably practicable. You will have the right to be accompanied by a union representative or workplace colleague and to make submission for consideration. It is your responsibility to ensure that your representative or colleague is available to attend the appeal hearing.

After the appeal meeting, you will be informed of the Company's decision. This decision is final and the grievance procedure is exhausted following this stage.

Termination of employment

When a grievance is submitted following the termination of your employment, or where a grievance has been submitted prior to the termination of employment but no grievance meeting has been convened, the Company and employee may agree to deal with the grievance in writing without the need for attending a grievance meeting. In these circumstances, the Company will seek your written agreement before adopting this course of action. If a written agreement is reached avoiding the need for a formal grievance meeting, you will be required to submit full details and supporting documents relating to your grievance.

The Company will endeavour to investigate the grievance and a decision will be given within [10] working days of the date that the written grievance is received by the Company unless further investigation is required or where this has been extended by mutual consent. You will be informed of how long it will take for the further investigation to occur. If you are not satisfied with the Company's response to your grievance, you will have no further right of appeal against the decision.

If following the termination of your employment a grievance meeting is convened, the procedure outlined under the Formal Procedure will apply.

Disciplinary Action

If your grievance concerns the imposition of an oral or written disciplinary warning, you may use the grievance procedure to seek redress rather than appealing under the Company's disciplinary procedure.

If your grievance is that the imposition of a disciplinary sanction amounts to discrimination or victimisation, or where you do not accept that the disciplinary sanction was imposed for the reasons relied upon by the Company, you may seek redress under the grievance procedure.

The Company reserves the right to deal with such grievances through the disciplinary procedure where this is deemed to be more appropriate. If you are in any doubt as to which procedure to use, advice can be obtained from [Human Resources].

Modification of procedure

In circumstances where it is not practicable to adhere to the above procedure within a reasonable period of time, the Company will modify the procedure as appropriate following consultation with the employee.

OPERATIONAL POLICIES AND PROCEDURES

- **Equal Opportunities Policy**
- **Absence Procedure and Rules**
- **Alcohol and Drugs**
- **Computers, E-Mail and the Internet**
- **Data Protection Policy**
- **Monitoring Policy**
- **Redundancy, Short-Time Working, and Lay Off**
- **Retirement**
- **Monetary Transactions**
- **Dress and Appearance Guidelines**
- **Business Gifts**
- **Training**
- **Training Cost Agreement**

EQUAL OPPORTUNITIES POLICY

The Employer is committed to providing a working environment in which employees are able to realise their full potential and to contribute to its business success irrespective of their gender, race, disability, sexual orientation, age, religion or belief. This is a key employment value to which all employees are expected to give their support.

In order to create conditions in which this goal can be realised, the Employer is committed to identifying and eliminating unlawful discriminatory practices, procedures and attitudes throughout the Employer. The Employer expects employees to support this commitment and to assist in its realisation in all possible ways.

Specifically, the Employer aims to ensure that no employee or candidate is subject to unlawful discrimination, either directly or indirectly, on the grounds of gender, race (including colour, nationality or ethnic origin), sexual orientation, age, religion or belief or disability. This commitment applies to all aspects of employment, including:

- recruitment and selection, including advertisements, job descriptions, interview and selection procedures;
- training;
- promotion and career development opportunities;
- terms and conditions of employment, and access to employment related benefits and facilities;
- grievance handling and the application of disciplinary procedures; and
- selection for redundancy.

Equal Opportunities practice is developing constantly as social attitudes and legislation change. The Employer will keep its policies under review and will implement changes where these could improve equality of opportunity. This commitment applies to all the Employer's employment policies and procedures, not just those specifically connected with Equal Opportunities.

Harassment

Harassment is physical, verbal or non-verbal behaviour which is unwanted and personally offensive to the recipient, and which causes the recipient to feel threatened, humiliated, intimidated, patronised, denigrated, bullied, distressed or harassed.

The way in which complaints of unlawful discrimination and harassment will be handled

Discrimination and harassment are often complex matters, and there is no single way of dealing with every suspected or alleged instance. In some cases employees may be able to deal satisfactorily with an issue by raising it with their immediate manager.

If an employee wishes to make a formal complaint he or she should use the Employer's Grievance Procedure which is set out in the Employee Handbook.

The Employer will treat seriously all allegations of unlawful discrimination or harassment.

If an employee is accused of unlawful discrimination or harassment

If an employee is accused of unlawful discrimination or harassment, the Employer will investigate the matter fully.

In the course of the investigation the employee will be given the opportunity to respond to the allegation and provide an explanation of his or her actions.

If the Employer concludes that no unlawful discrimination or harassment has occurred, this will be the end of the matter.

If the Employer concludes that the claim is false or malicious the complainant may be subject to disciplinary action.

If on the other hand the Employer concludes that the employee's actions amount to unlawful discrimination or harassment he or she may be subject to disciplinary action, up to and including summary dismissal for gross misconduct.

Monitoring

The Employer will not tolerate unlawful discrimination or harassment of any kind in the working environment and will take positive action to prevent its occurrence.

In this connection the Employer will monitor its policies and will implement changes in order to improve them as social attitudes and legislation change. This commitment applies to all the Employer's employment policies and procedures, not just those specifically concerned with Equal Opportunities.

ABSENCE PROCEDURE AND RULES

General

Employees must ensure that any time off (other than in the case of sickness) is authorised in advance by their manager. Employees should complete an Absence Form on their first day back at work.

Medical and Dental Appointments

Employees are requested to arrange any medical or dental appointments outside working hours. Where this is not possible, employees must obtain permission from management before taking any time off and appointments should be arranged for first thing in the morning or last thing at night to minimise any disruptions to the Employer.

Absence Due to Sickness

Employees are required to notify the Employer as soon as possible of their sickness absence and the reasons for it. They should do this personally at the earliest opportunity to their line manager and by no later than one hour before their normal start time on the first day of the absence.

It is essential that employees keep the Employer updated on the circumstances of the absence and of its estimated duration.

Where the absence lasts for seven calendar days or fewer, the employee must complete an Absence Form immediately upon return to work.

Where an employee's absence lasts more than seven calendar days a Medical Certificate completed by a medical practitioner must be forwarded to management to cover the absence. The employee is required to complete an Absence Form on the first day back at work.

Every employee who has been absent (other than those authorised in advance) will be interviewed by management immediately upon return to work. The reasons for the employee's absence will be discussed and the completed Absence Form will be considered. Management must decide whether to authorise the absence or not. The onus is on the employee to satisfy management that there was a genuine medical reason for the absence.

The Employer will monitor each employee's attendance at work so that any unacceptable levels of absenteeism may be addressed.

Access to Medical Reports

From time to time it may be necessary for the Employer to obtain a medical report from an employee's doctor in order to gather further information about the employee's medical condition and its probable effect on the employee's future attendance at work or the ability to do his or her job.

Employees have certain rights under the Access to Medical Reports Act 1988. Should the Employer find it necessary to obtain a medical report concerning an employee's fitness for work or any other relevant matter the employee will be asked for his or her written consent. At the time of the request for consent the employee will be advised of his or her rights under the Act.

Statutory Rights to Time Off

Employees have the right to request time off work in the following circumstances:

Time off to Receive Antenatal care

Pregnant employees are entitled to take reasonable time off with pay during working hours to receive antenatal care. The Employer may require an employee who wishes to take time off for this purpose to provide medical certification of her pregnancy and an appointment card, except for the first appointment.

Family Friendly Leave

This includes maternity, paternity, adoption and parental leave and time off for dependants, details of which are set out in the relevant sections of this Handbook.

Time off for Public Duties

An employee is entitled to ask for time off work for specified public duties. There is no statutory right to be paid for this time off (although there may be a contractual right). The permitted amount of time off is that which is reasonable in the circumstances.

The public positions for which there is a right to time off are as follows:

- Justice of the Peace
- members of a local authority, e.g., local councillors
- members of a statutory tribunal
- members of a police authority
- prison visitors
- members of health bodies, e.g., NHS trusts, health authorities, etc
- members of education bodies, e.g., managing or governing bodies of local authority educational establishments, grant maintained schools, school councils, colleges of further education, etc
- members of the Environmental Agency or the Scottish Environmental Protection Agency.

Time off in Redundancy Situations

Employees are entitled to a reasonable amount of paid time off to look for other work or make arrangements for retraining if they are under notice of dismissal for redundancy.

Other Authorised Time Off

Jury Service

Employees are entitled to time off work for jury service. Employees should notify management immediately on receipt of the jury summons, giving full details.

Employees will not normally be paid for this time off, and are advised to claim the expenses to which they are entitled from the Court. These will normally include compensation for loss of earnings.

Bereavement Leave

The Employer operates a discretionary Bereavement Leave Scheme whereby employees may have leave, which may be paid or unpaid, following the death of an immediate or close relative at the sole discretion of management. Employees taking advantage of this scheme should make their request to management as soon as possible. Management will sympathetically consider the request carefully and with compassion, and will make their decision taking into consideration all factors relevant at the time of the request.

ALCOHOL AND DRUGS

Consumption of Alcohol on the Premises

Unless authorised by management, employees are expressly forbidden to consume alcohol when at work or bring it onto Employer premises. Any breach of this rule will be treated as gross misconduct and is likely to result in summary dismissal.

Drug Misuse or Abuse on the Premises

Employees who take, sell, buy or possess non-prescription drugs during working hours or on Employer premises or in Employer vehicles will be committing an act of gross misconduct and are likely to be summarily dismissed.

Intoxication at Work

An employee who is under the influence of alcohol or drugs during working hours or on Employer premises will be escorted from the premises immediately. The Employer will take disciplinary action when the employee has had time to sober up or recover from the effects of drugs. Intoxication at work will normally be treated as gross misconduct and result in summary dismissal.

General

All employees are encouraged not to cover up for employees with a drink or drug problem but rather to recognise that collusion represents a false sense of loyalty and will in the longer term damage those employees.

Employees who recognise that they have a drink or drug problem, or that they are at risk of developing one, are encouraged to come forward for confidential help. They should speak in confidence with their line manager or secure the help of a colleague.

COMPUTERS, E-MAIL AND THE INTERNET

To maximise the benefits of our computer resources and minimise potential liability, employees are only permitted to use the Employer's computer systems in accordance with the Employer's Data Protection and Monitoring Policies and the following guidelines.

General Rules

The Employer's computer systems, software and their contents belong to the Employer, and they are intended for business purposes. Employees are permitted to use the systems to assist in performing their jobs.

The Employer has the right to monitor and access all aspects of its systems, including data which is stored on the Employer's computer systems in compliance with the Data Protection Act 1998.

Employees must receive prior approval from management before using any part of the computer systems for personal use.

Security

The Employer requires employees to log on to the Employer's computer systems using their own password (where provided) which must be kept secret. Employees should select a password that is not easily broken (e.g., not their surnames).

Employees are not permitted to use another employee's password to log on to the computer system, whether or not they have that employee's permission. If an employee logs on to the computer using another employee's password, he or she will be liable to disciplinary action up to and including summary dismissal for gross misconduct.

Any employee who discloses his or her password to another employee will be liable to disciplinary action.

To safeguard the Employer's computer systems from viruses, employees are not permitted to load or run unauthorised games or software, or to open documents or communications from unknown origins. Where the computer has Internet or electronic mail (e-mail) facilities installed, employees are not permitted to download or open files from the Internet. Before opening incoming e-mail attachments employees must forward them to the IT department, or designated IT specialist, for virus checking.

The Employer reserves the right to require employees to hand over all Employer data held in computer useable format.

Use of E-mail

The Employer's computer systems contain an e-mail facility which is intended to promote effective communication within the Employer on matters relating to its business. Employees should only use the e-mail system for that purpose. The Employer encourages employees to make direct contact with individuals rather than communicating via e-mail.

E-mails should be written in accordance with the standards of any other form of written communication, and the content and language used in the message must be consistent with best Employer practice. Messages should be concise and directed to relevant individuals on a need to know basis.

E-mails can be the subject of legal action (for example, claims of defamation, breach of confidentiality or breach of contract) against both the employee who sent them or the Employer. Employees are also reminded that e-mail messages may be disclosed to any person mentioned in them. Employees must therefore always be careful if they write about people in e-mails.

Monitoring

Monitoring will not take place unless it is carried out in accordance with the Employer's Monitoring Policy. Please refer to the Employer's Monitoring Policy for further details.

Inappropriate Use

Misuse of the Employer's computer systems may result in disciplinary action up to and including summary dismissal. Examples of misuse include, but are not limited to, the following:

- sending, receiving, downloading, displaying or disseminating material that insults, causes offence or harasses others;
- accessing pornographic, racist or other inappropriate or unlawful materials;
- engaging in online chat rooms or gambling;
- forwarding electronic chain letters or similar material;
- downloading or disseminating copyright materials;
- transmitting confidential information about the Employer or its clients;
- downloading or playing computer games; and
- copying or downloading software.

DATA PROTECTION POLICY

Introduction

The Data Protection Act 1998 protects employees against the misuse of personal data, and covers both manual and electronic records.

The Act requires that any personal data held should be:

- processed fairly and lawfully;
- obtained and processed only for specified and lawful purposes;
- adequate, relevant and not excessive;
- accurate and kept up to date;
- held securely and for no longer than is necessary; and
- not transferred to a country outside the European Economic Area unless there is an adequate level of data protection in that country.

The Employer will take all necessary steps to ensure that personal data is processed and stored in compliance with the Data Protection Act.

Access to Personal Data

Employees have the right to access personal data held about them. The Employer will arrange for the employee to see or hear all personal data held about them within 40 days of receipt of a written request and subject to a £10.00 administration fee.

MONITORING POLICY

Employee monitoring covers monitoring of employees' use of telephones, fax, e-mails, Internet use, recording of images of employees by video and vehicle location monitoring. Monitoring may include the following:

- monitoring lateness by video cameras;
- checking e-mails to ensure the system is not abused;
- checking websites visited by employees using Employer systems;
- recording telephone calls;
- monitoring use of Employer vehicles by vehicle tracking systems.

Monitoring Without Employees' Knowledge

The Employer will not monitor employees without their knowledge, unless the Employer has reason to believe that employees are engaged in criminal activity.

In such instances, any monitoring will take place under the guidance of the Police and will be carried out in accordance with the Data Protection Act 1998.

Monitoring With Employees' Knowledge

The Employer reserves the right to introduce monitoring from time to time. Before doing so, the Employer will:

- identify the purpose for which the monitoring is to be introduced;
- ensure that the type and extent of monitoring is limited to what is necessary to achieve that purpose;
- consult with affected employees in advance of introducing the monitoring;
- weigh up the benefits the monitoring is expected to achieve against the impact it may have on employees;

The Employer will ensure employees are aware of when, why and how monitoring is to take place and the standards they are expected to achieve.

If disciplinary action results from information gathered through monitoring, the employee will be given the opportunity to see or hear the information in advance of the disciplinary hearing and make representations about it.

The Employer will ensure data collected through monitoring is kept secure, and access is limited to authorised individuals.

Telephones

If the Employer monitors telephones it will make employees aware of this. The Employer will make available upon request a telephone in a private area, not subject to monitoring, for employees to make urgent personal calls.

REDUNDANCY, SHORT-TIME WORKING & LAY OFF

It is the Employer's intention to develop and expand its business and to provide security of employment for its employees. However, circumstances may arise when changes in the market, technology, organisational requirements, and similar developments, will lead to the need for reductions in employees.

Where a redundancy situation arises, the Employer will give consideration to alternative options, which may include:

- imposing a restriction on recruitment;
- restricting the use of temporary and casual employees;
- reducing the amount of overtime working;
- the implementation of temporary lay off or short time working where this is appropriate;
- implementing compulsory retirement for those employees who are over the Employer's normal retirement age; and
- considering applications for voluntary redundancy.

Where, after consideration of these and any other alternatives, management considers that the need for redundancies still remains, consultation will take place.

Selection for redundancy will be based on criteria drawn up at the time and may include, but may not necessarily be limited to, some or all of the following:

- suitability for remaining work;
- experience/qualifications;
- conduct;
- attendance; and
- service length.

These criteria may be differently weighted depending on the circumstances, but will be assessed in an objective manner.

The above criteria are subject to the Employer's requirement to retain specific knowledge, skills and a balanced workforce at all times.

Short Time Working and Temporary Lay Off

The Employer reserves the right to introduce short time working or a period of temporary lay off without pay where this is necessary to avoid redundancies or where there is a shortage of work. The Employer will comply with any statutory guaranteed minimum payment obligations.

RETIREMENT

The Employer operates a normal retirement age of 65 years. When an employee reaches this age he or she will be required to retire at the end of the pay period in which the birthday falls.

Employees who wish to retire before reaching normal retirement age, or to work beyond normal retirement age, should raise this matter with management.

MONETARY TRANSACTIONS

Only those employees who are specifically authorised by the Employer to do so may handle cash or receive payments on behalf of the Employer. Employees in breach of this rule will be subject to disciplinary action.

Only those employees specifically authorised by the Employer to do so may have access to or use cash box. Employees who use or attempt to use cash box without being so authorised will be subject to disciplinary action.

Employees are required to issue receipts for all transactions and must record all transactions on the cash book.

At the end of the night, the cash box will be checked to ensure that the amount of money in the till tallies with the figures in the cash book. The cash in the till will then be transferred to the safe, where it will remain until banked.

Employees must not accept a customer's cheque unless the customer presents a cheque card. The signature on the card should match the signature on the cheque and the card number must be written on the reverse of the cheque.

Employees must ensure that the signature on cheques, credit card slips or any other documentation, received in payment of goods or services matches the signature on the card. If an employee is in any doubt as to the validity of a signature, he or she should contact his or her line manager before accepting payment.

Employees are not permitted to give discounts on any goods or services without obtaining the prior permission of their line manager.

Employees are not permitted to purchase goods on their own behalf without first obtaining the permission of their line manager.

Employees are not permitted to serve or sell goods to their families, friends or fellow employees without first obtaining the permission of their line manager.

Employees are responsible for all monetary transactions that they handle. Should the Employer suffer any loss through the negligence of the employee then the loss shall be deducted from that employee's pay in accordance with the provisions of the Employment Rights Act 1996.

DRESS AND APPEARANCE GUIDELINES

Employees' personal appearance makes an important contribution to the image and reputation of the Employer.

It is important for employees to project a professional image at all times.

We expect employees to observe the standards of dress and appearance (e.g. hair and body adornment) appropriate to working within a professional environment. The Employer will provide all new employees with guidelines on the acceptable standards as part of their Induction to the Employer.

If an employee is at any time in any doubt about the standard to be applied, they should consult the Proprietor.

Uniforms

It is a condition of employment that employees wear the uniform and clothing specified by the Employer at all times in the course of employment. In the case of nursery staff the employer will supply polo shirts, gilets and shirts which are to be worn with plain black trousers.

The Employer will supply employees with the appropriate clothing or uniform at the Employer's expense. Employees are expected to take care of it and to maintain it in a reasonable condition. Any damage caused to this clothing as a result of the employee's actions may result in an appropriate deduction being made from the employee's wages.

Clothing supplied by the Employer must be returned by employees at the termination of employment. The Employer reserves the right to deduct the cost of any clothing that is lost, damaged or not returned from the employee's final wage.

General

Employees must ensure that their hands and nails are clean and tidy when at work and that nail varnish is not worn while working in the nursery setting.

Employees must ensure that their clothing and footwear is clean, in good condition and projects a professional and smart image to customers at all times.

The employer strongly recommends that employees refrain from wearing any excessive jewellery in order to safeguard their own and children's safety, where the employee decides to disregard this advice the employer cannot be held responsible for any damages caused.

Employees must wear appropriate footwear at all times (not sandals).

BUSINESS GIFTS

As a general policy the Employer does not believe that giving and receiving gifts is appropriate to the efficient conduct of its business. There are, however, limited exceptions to this policy.

Receipt of Gifts

Any employee who is given a gift of any sort by a business contact (e.g., a customer or supplier, whether actual or potential) must disclose the fact of the gift and its nature to his or her line manager.

If the Employer decides that the gift might constitute a bribe or other inducement, it will require the employee to give the gift to his or her line manager, who will return it to the donor with a suitable covering letter.

In other instances the Employer will require the employee to return the gift to the donor with a polite note explaining the Employer policy.

In exceptional cases, for example, where the Employer decides that the gift was made as a token of the donor's gratitude for a service carried out to very high standards, the Employer will allow the employee to retain the gift.

Promotional gifts that are not of significant value, e.g., stationery, are exempt from this policy and need not be disclosed. However, employees are reminded that since such gifts are sent only to a limited number of employees they should normally be shared with other employees.

Failure to disclose gifts will constitute a disciplinary offence which will be handled in accordance with the Employer's formal Disciplinary Procedure. If the gift in question is of significant value and, for example, the recipient is in a position to influence business dealings with the donor, the offence may be treated as gross misconduct.

Giving Gifts

While it is not Employer policy to offer gifts to suppliers, customers etc., the Employer recognises that, on occasions, this may be appropriate, for example, when someone carries out work on a voluntary basis or for a nominal fee, or if a service has been carried out to an exceptional standard.

In such a case, employees should put a request in writing to their line manager stating:

- whom the gift is for;
- why it should be given;

- the nature of the gift; and
- its approximate value.

Employees who send gifts which have not been approved in accordance with this procedure will not be reimbursed for the cost of the gift. In addition, such action may be treated as a disciplinary offence which will be dealt with under the Employer's Disciplinary Procedure.

TRAINING

The Employer's employees play a crucial role in ensuring business success. Wherever possible, all necessary steps will be taken to ensure that employees are provided with the training they require to perform their duties effectively at all stages of their employment.

The types of training that the Employer provides fall into four broad categories: induction, on the job, in house, and external.

Induction

Whenever a new employee joins the Employer, it is his or her line manager's duty to ensure that he or she is given a proper introduction to the workplace, colleagues, catering facilities, duties, health and safety and other procedures.

Within the first few days of employment the line manager will assess the new employee's training requirements and arrange for that training to be provided. Very often, the employee's needs will be adequately met by a combination of on the job training and related in house training. From time to time, however, it may be necessary to arrange external training.

The main purpose of the induction process is to enable a new employee to become productive as quickly and effectively as possible. Each induction process will be tailored to the individual employee.

On the Job Training

Very often, new skills can be gained as part of on the job training by recently trained and/or more experienced colleagues. Employees will undergo this kind of training from time to time throughout their employment with the Employer.

In House Training

From time to time, the Employer will bring outside trainers into the workplace and organise internal training courses. This form of training will often be triggered by the introduction of new equipment and working methods, and will be arranged when on the job training cannot be supplied.

External Training

External training may be provided in a variety of forms ranging from short courses of a few hours duration, through to lengthy courses leading to the award of qualifications.

Where necessary, the Employer will arrange for employees to undertake external training where this cannot be provided in house.

Training Cost Reimbursement

Employees who undertake external training courses with significant cost implications will be required, before commencing the course, to sign a training agreement. By signing this agreement, the employee agrees to repay a proportion of the total cost of the course should they fail to complete the course or leave the Employer within 12 months of the date the course ends.

This requirement to repay the Employer will be reduced by 1/12th of the course costs for each complete month that the employee remains employed by the Employer after the end of the course.

TRAINING AGREEMENT

Between

(The Employer)

and

.....

(The Employee)

The employer hereby agrees to meet the course fees and any other fees to the value of £..... which are incurred by the employee in pursuing the following training course/course of study

It is a condition of your employment that you attend all further education classes, and pass your exams satisfactorily. Where you are unable to attend further education, you must notify the Employer by following the Absence Procedures.

- If the employee fails to complete the course or leaves the service of the Employer either prior to the completion of the course, or within one month of the date of completion of the course, then 100 percent of all the training costs are to be paid back to the Employer in full by the employee.
- If the employee leaves the service of the Employer at any point after one month of the date of completion of the course, then the training costs required to be paid back by the employee will reduce on a sliding scale of 1/12th for each month that lapses.

The Employer reserves the right to deduct from the employee's wages any money owed under this agreement, subject to the provisions of the Employment Rights Act 1996. The employee by his or her signature agrees to the deduction of any monies owed from his or her wages.

Signed
(for and on behalf of the Employer)

Date

Signed

(Employee)

Date.....