



**COMPANY HANDBOOK**

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## **1. INTRODUCTION**

Welcome to WEC Group Limited. We are extremely proud of our organisation and the team we have assembled to service and promote our business. It is fully understood and readily accepted, that our staff are a most valuable asset and the key means by which we can achieve our goals of growth, profitability and ongoing success.

In order for us to continue providing our customers with the highest quality standards of service and best value for money, it is essential that we all share a common philosophy in the way we approach and perform our individual and collective duties and responsibilities.

We will ask nothing of you, that we would not ask of any member of staff, that being loyalty, honesty and hard work. Each of us has an important part to play and all of us are reliant upon one another making a full contribution, towards generating a harmonious and efficient working environment.

We set out in this handbook, the policies and procedures, by which we have attained our present status and with which we will seek to pursue our commitment to maximise and develop the potential of all our staff, whilst maintaining lasting and mutually beneficial working relationships.

In an attempt to be unambiguous, this Handbook may seem formal. You are asked, however, to read it, abide by its provisions and address any queries that you might have to your line Manager.

Together with your Contract of Employment, the employee handbook forms the basis of your contractual relationship with the Company. Except where otherwise expressly indicated, it does not form part of your contract of employment. In the event of a conflict between the terms of this Handbook and the terms of your contract of employment, the terms of your contract of employment shall prevail.

In the event that any provision in this Handbook conflicts with any legislation then your minimum statutory rights shall apply in that respect.

Please read through this Handbook. You will not remember every relevant detail but it may help to answer some questions about your employment at WEC that may not have previously occurred to you.

The Handbook may be amended from time to time you will be informed by notices placed on the company staff notice boards.

## **2. COMMENCING WORK**

### **2.1 Confirmation of employment**

You will have been interviewed and have received a formal offer of employment providing some basic details of your job, pay and hours etc. We cannot incorporate all employment conditions in this offer and we shall therefore issue you with a Principal Statement of Terms and Conditions of Service. These documents, together with other details within this handbook cover all the conditions of employment applicable to you at WEC.

### **2.2 Personnel File**

As an employee you will have a personnel file created which will contain details such as your application form, letter of engagement, copy of your Principal Statement of Terms and Conditions of Service etc. During the course of your employment any copy letters, documents relating to your individual circumstances will be added to your personnel file.

### **2.3 Personal details**

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

### **2.4 Job description**

The purpose of a Job Description is to clearly set down the main tasks within your job, so that there is a proper understanding of the job at the earliest stage in your employment.

To reflect the changing needs of the business there may be adjustments made from time to time to your Job Description.

## **3. DURING YOUR EMPLOYMENT**

The previous section dealt with aspects of your early employment we now wish to draw your attention to certain aspects that will apply during the course of your employment:

### **3.1 Vetting**

Employment with the Company may be dependent on satisfactory security screening. Should any disclosures on an employee's application for employment form with the Company prove to be false they may be liable to dismissal for gross misconduct in declaring false information.

### **3.2 Training**

We have pride in the standards we set for every member of staff and all employees will receive support from senior management giving all staff an equal opportunity to achieve these high standards.

### **3.3 Induction Training**

On joining the Company employees will be taken on a tour of the premises to familiarise them with the layout and facilities. They will also be introduced to their workstation and colleagues.

Employees will be trained, as appropriate, in all aspects of their job, in order for them to comply with the Company's methods and practices to ensure that they are able to function safely and to achieve the required working standards.

### **3.4 Additional training**

If the company agrees to help an individual with training funding for a course of study that is not part of the usual development path for whatever job they happen to do, they may be expected to contribute either financially or through study time in order to achieve their desired goal.

In addition, it is normally expected that the company will benefit from their investment by securing an undertaking from the staff member that in the event they leave the company within a set period of completing their training, they will be expected to repay all or a portion of the cost of that training.

### **3.5 Job flexibility**

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

## **4. EMPLOYEE BENEFITS**

### **4.1 Payment Dates**

Employees' net salary/wage will be paid monthly/weekly in arrears as detailed in their written statement of terms and conditions of employment.

Employees must provide their P45 or other information given to them by their previous employer or benefits agency as soon as possible after joining the Company. To delay may mean that they will pay more tax than necessary. If an employee does not have a P45 they will be asked to complete a P46 on their first day and the Company will forward it to the Tax Authority.

### **4.2 Wages and Salaries**

Your Principal Statement of Terms and Conditions of Service or Contract and where appropriate, bonus, overtime and commission plan, will indicate your rate of pay and the frequency and method of payment. You will be issued with an itemised pay statement indicating how your gross pay has been calculated, and the deductions that have been made (N.I., Income Tax etc.).

If you encounter any problems with your pay, e.g. incorrect payment, underpayment, overpayments, and incorrect deductions etc. then all such problems should be raised with the Wages Department in the first instance.

### **4.3 Overpayment**

Please note that in the event of an overpayment, the excess payment will normally be deducted in full from your next payment. You will be given advance warning of any such deduction and any individual hardship will be taken into account and may result in repayment over a longer period. Failure to report an overpayment may result in disciplinary action being taken against the employee concerned.

### **4.4 Wage Slips**

An official itemised pay statement will be distributed to employees each month/week detailing:

- The gross amount of salary/wage and any component payments from which this is made up.
- The amounts of any fixed and variable deductions and the purposes for which these are made.
- The net amount of salary/wage to be paid.

#### **4.5 Salary/Wage Review**

Any subsequent changes in an employee's basic rate will be notified to them in writing. Salary/wage reviews will be subject to performance, effort and contribution.

#### **4.6 Deductions**

The Company is entitled at any time during your employment, or in any event on termination, to deduct from your remuneration any monies due from you to the Company, including (but not limited to) any outstanding loans, advances, relocation expenses, the cost of repairing any damage or loss to the Company's property caused by you, course fees, excess holiday and any other monies that have been paid to you in error. This is an explicit and express term of your employment. The Company may also deduct equivalent amounts from your salary if you are absent without cause or you are late for work.

#### **4.7 Income Tax**

As soon as you start employment with the Company you will need to follow one of two income tax procedures: If this is *not* your first job, you should submit to the Company both parts of the Income Tax Form P45 that you should have received from your previous employer.

If this *is* your first job, or if you do not have an Income Tax Form P45, you will need to complete and return an Income Tax Form P46, which will allow you to be issued with a PAYE coding.

Until either of the above procedures has been completed, Her Majesty's Revenue and Customs will issue you with an emergency PAYE code, which may result in you paying more tax than you need.

#### **4.8 Tax code changes**

Her Majesty's Revenue and Customs will notify the Company directly about any changes in your PAYE coding. However, if you believe your coding is incorrect you should raise the matter immediately with the Tax Office whose address is given below along with the Company's reference number. If you phone the Tax Office you will need to quote your National Insurance number

#### **4.9 Tax year details**

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

#### **4.10 Benefits in Kind**

If an employee is provided with a Company vehicle, there will normally be an additional tax liability. Employees with Company vehicles will be taxed on a percentage of the vehicle's price graduated according to the level of the vehicle's carbon dioxide (CO<sub>2</sub>) emissions and whether fuel is provided, or not.

Certain other benefits that may be provided by the Company, eg private health care etc, will also be subject to tax.

These benefits of employment are notified to the Inland Revenue, so that they may be taken into account in determining individual tax liability. These are recorded on IR Form P11D. This liability will then be taken into account in determining an employee's tax code. The Company can provide an employee with access to the information given to the Inland Revenue.

#### **4.11 County Court Judgements**

If an employee's pay is the subject of an attachment of earnings judgement, the Company reserve to right to make an administration charge to cover its costs.

### **5. HOURS OF WORK**

An employee's written statement of terms and conditions of employment will outline their normal basic hours of work. The need for a flexible approach is required to cope with the peaks and troughs in business and to ensure the smooth running of departments. This means it may be necessary to ask employees to change their normal basic hours or work overtime. Whether employees are full-time or part-time members of the Company we require, as a condition of employment, they comply with reasonable requests of this nature. There may also be requirements for Saturday, Sunday and Bank Holiday working. An employee's manager will, of course, always try to give as much notice as is possible when making such requests.

#### **5.1 Timekeeping**

Employees must be ready to begin work at the agreed starting time and must not cease work until the proper finishing time, unless prior permission to the contrary has been received from management. Good timekeeping is an essential element of employment and an employee who is habitually late for work will be subject to disciplinary action. For safety reasons, no employee should leave the premises during the day without leaving a record of their whereabouts and the likely time of their return with their immediate supervisor.

#### **5.2 Clocking In And Out**

Employees who are required to clock in and out or sign in and out must only clock their own card or sign their own name. Clocking another employee's card or signing their name will be considered an act of gross misconduct and disciplinary action will be taken. If an employee finds another employee has accidentally clocked their card, or their name signed by another employee must report this to their manager immediately. Employees who are late or leave early will have their wages calculated from the next quarter of an hour.

#### **5.3 Overtime**

Overtime is defined as additional hours worked over and above the Company's standard weekly hours of work as described in an employee's written statement of terms and conditions of employment. A reasonable amount of overtime may be expected from employees each week. Hours worked as overtime may be paid or unpaid as identified in an employee's written statement of terms and conditions of employment. All paid overtime must be authorised by the employee's immediate manager prior to being worked. All overtime is at management discretion.



## **6 ANNUAL HOLIDAYS, HOLIDAY PAY AND PROCEDURES**

### **6.1 New Employees**

Every effort will be made to meet the needs of new employees in respect of commitments to holidays already made.

New employees should make the Company aware of any holiday commitments at the earliest opportunity. Where the booked holiday exceeds the new employee's annual holiday entitlement, consideration will be given to granting a period of unpaid holiday in the year of commencement with the Company.

New employees will initially receive pro-rata holiday entitlement, if they join the Company part way through the holiday year.

### **6.2 Holiday entitlement**

- a) For the purposes of calculation, the holiday year is from 5<sup>th</sup> April to 4<sup>th</sup> April.
- b) Employees joining the Company after 5<sup>th</sup> April are eligible for pro-rata entitlement based upon the commencement date during the holiday year.
- c) Holidays will be paid at your basic rate of pay.
- d) The Company reserves the right to nominate an appropriate number of days out of your entitlement each year to cover the Christmas and New Year period where required.
- e) Holidays cannot be taken in the 5 working days preceding the 24<sup>th</sup> December and the 5 working days post the first day of work in January, unless agreed in writing by a Company Director
- f) No more than 12 consecutive working days holiday may be taken at any one time.
- g) Due to business reasons, for those employees who work reduced hours on a Friday, half a day's holiday cannot be taken unless signed off by the Service Centre Manager.
- h) Holidays taken must be with the agreement of your manager who may reserve the right to refuse any holiday request where the operational requirements of the Company are prejudiced. You must complete a holiday request form, available from any reception or Company intranet site.
- i) If you leave the Company, having taken fewer holidays than your entitlement, you will receive the appropriate pro-rata adjustment to your final salary payment. Conversely you will be required to repay to the Company pay received for holiday taken in excess of your Company holiday entitlement. holiday entitlement will be calculated to the nearest full week worked.
- j) The Company reserves the right to require that any outstanding holiday entitlement be taken during any period of notice, whether given by you or the Company.

### **6.3 Authorisation of holidays**

Holidays will only be paid if they have been authorised and correct Company procedure, as outlined below, has been followed:

- a. You must complete a holiday request form, available from any reception, works manager, foreman or Company Intranet site
- b. For holidays of 1 or 2 days a week's notice is sufficient
- c. For holidays of 3 days or over in duration you must give 4 week's notice
- d. Once completed this should be handed to your works manager / foreman who will process the request on your behalf and advise you of the outcome

e. Holidays are authorised on a first come first served basis taking into account operational requirements

#### **6.4 Refusal of Holiday Request**

In the event that the Company has to refuse a holiday request, because of business needs, the Company will not be responsible for any financial commitment undertaken by an employee, prior to authorisation being granted.

Employees are advised **not** to book holidays until their holiday request form has been authorised.

##### **6.4.1 Restrictions on holidays**

Although holiday entitlement accrues from the first day of employment no holiday entitlement may be taken during the first 13 weeks of employment.

No holidays can be booked for the following years allowance until after 1<sup>st</sup> September.

Holidays taken must not exceed the rate of accrual unless authorised by a Company Director.

Holidays cannot be taken in the month of December.

Holidays cannot be taken in the 5 working days preceding the 24<sup>th</sup> December and the 5 working days post the first day of work in January, unless agreed in writing by a Company Director

Only one " 2 week " holiday period can be taken in any one holiday year.

Holidays cannot be tagged onto the beginning or end of either maternity or paternity leave.

Holiday entitlement needs to be taken within a 6 month accrual period ie : half of your 25 days need to be taken by the 5<sup>th</sup> October, and the remainder by 4<sup>th</sup> April. Holidays cannot be carried forward into the following 6 month period.

Statutory or contractual holidays cannot be carried over into a following holiday year. If not taken during the appropriate holiday year, contractual holidays will be lost

If you are sick whilst on holiday you will not be entitled to extra holidays or payment in lieu.

If you leave the Company you may be required to take any outstanding statutory holidays during your notice period. Payment in lieu of any unused statutory holiday entitlement over and above this will be paid with your final wage due.

If you are absent from work due to sickness or injury for a continuous period of 20 or more working days or for a total period of 20 or more working days in any one holiday year, the Employer reserves the right in its absolute discretion to reduce your contractual holiday entitlement in respect of that holiday year by notice in writing to you at the rate of 1 day for each period of 5 working days of absence.

Unauthorised absence may result in a pro rata deduction to an employee's paid contractual holiday entitlement.

## 6.5 REQUESTING EXTENDED PERIODS OF ANNUAL LEAVE PROCEDURE

The Company Handbook states that no more than 12 consecutive working days holiday may be taken at any one time.

Employees who have completed 10 years' service, in special circumstances, may request extended periods of annual leave (An employee who is eligible to apply may request one occasion of extended leave in a three year period).

Extended periods of annual leave will only be considered if the correct Company procedure, as outlined below, has been followed:

- An **Extended Periods of Annual Leave Request Form** must be completed and submitted to your Manager.
- For extended periods of annual leave a minimum of 3 months' notice must be given.
- Requests for extended periods of annual leave of more than 12 consecutive days must be authorised in writing by a Director/ The Managing Director.

### 6.5.1 Restrictions on extended period of annual leave:

- There is a **maximum** cap of 15 days on extended periods of annual leave
- Extended periods of annual leave will not be granted if someone has a live disciplinary on file
- Extended periods of annual leave will not be considered if the time requested is subject to the Company clash rule.
- Extended Holidays cannot be taken in the 5 working days preceding the 24th December and the 5 working days post the first day of work in January, unless agreed in writing by a Company Director

### 6.5.2 Refusal of extended period of annual leave

In the event that the Company has to refuse a request of extended period of annual leave, because of business needs, the Company will not be responsible for any financial commitment undertaken by an employee, prior to authorisation being granted.

Employees are advised **not** to book holidays until their holiday request form has been authorised.

## 7.0 PUBLIC/BANK HOLIDAYS, PAY & PROCEDURES

### 7.1 Public & Bank Holidays

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

The Company reserves the right to require you to work on a public or bank holiday for which you will receive a mutually convenient alternate day off in lieu.

## **8. SICKNESS/INJURY ABSENCE AND TIMEKEEPING**

### **8.1 Notification of absence**

You must notify your Manager by telephone, at the earliest opportunity on the first day and each subsequent day of your sickness absence. This must be done at least 30 minutes of your due start time. Notification should be made in person, or when you are not able to, by a relative, friend or neighbour.

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

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

- i) The reason for your absence.
- ii) How long you expect to be absent from work. \*

\*NB

You must notify a Manager, by telephone or in person, on the day before the day on which you intend to return to work. This is to allow us to stand down the temporary arrangements made to cover your absence and to plan for you to resume your duties and responsibilities.

### **8.2 Sickness**

If you are absent from work due to sickness, a self-certificate must be sent to your Manager to cover any absence of up to five days. A doctor's certificate must be obtained for any absence over five days. You will be required to provide a doctor's certificate to cover any continuing period of absence until your return to work. You will be paid Statutory Sick Pay if you qualify for it.

### **8.3 Statutory sick pay**

- (a) We are responsible for the payment of Statutory Sick Pay (SSP) to all eligible employees during authorised absence due to sickness. There are specific qualifying regulations for the payment of SSP (laid down by Government regulation). Provided you qualify we will pay you SSP when you are absent through sickness for 4 or more consecutive days. Such payment will be made through your normal pay procedure and will be subject to the normal statutory deductions (N.I. and Income Tax).
- (b) SSP is only payable on 'qualifying days' that are days you would normally be at work. However, the first 3 qualifying days of sickness absence do not attract SSP and these are called 'waiting days'.
- (c) Employees are reminded that SSP normally runs out after twenty-eight (28) weeks of continuous absence and it will be at the discretion of management to discuss the situation with the employee.
- (d) If an employee does not qualify for Statutory Sick Pay (SSP) they should contact the Department of Social Security (DSS) to claim for State Benefit instead.

## **8.4 Sick Pay and Attendance Policy**

### **8.4.1 Sick Pay for Employees**

Employees absent through sickness are entitled to Statutory Sick Pay (SSP). The Company does not operate a sick pay scheme.

### **8.4.2 Procedures for Dealing with Individual Cases of Excessive Absence**

In cases where your absence record warrants attention, your manager or other appropriate person will call you to a hearing. The need for a hearing will be triggered by the advent of four occasions of absence within any rolling twelve-month period. The purpose of this meeting will be to enquire into the reasons for the absence and to agree a way forward. Any further two (2) periods of absence when the procedure has been invoked (other than absence authorised in advance) whereby more than four (4) absences are linked by twelve (12) months, will be regarded as a further offence under this rule.

Whilst sympathising with genuine periods of sickness absence, there is a requirement to focus on the needs of the business and inevitably we are unable to operate efficiently with an unacceptably high level of absenteeism. Therefore, any absences falling outside the policy criteria may result in formal action being taken against you up to and including dismissal (normally following the full disciplinary process).

At the hearing, your manager will have the record available and will demonstrate how it exceeds an acceptable level of absence. They will also highlight any patterns or trends which require explanation. You will be invited to discuss any underlying problems such as work related or other difficulties. It is in your interests to disclose these as we cannot help in their resolution if we do not know.

Employees are entitled to be accompanied at any stage of the formal hearing procedure by a colleague or suitably qualified trade union representative of their choice.

Where it is considered necessary, we reserve the right to ask you to undergo an independent medical examination. You may also be requested by the Company to give written permission for access to any medical or health report in its complete form prepared by any doctor or medical practitioner on your physical or mental condition. You have the right to refuse the Company access to the medical information, however, you should be aware that the Company will only be able to make any decisions or take action on the information available.

### **8.4.3 Procedures for Dealing with Individual Cases of Excessive Lateness and Early leaving**

All employees are required to observe the start and finish times on their terms and conditions of employment. If an employee is expected to be late for work they are required to contact their Manager as soon as possible to advise when they will be arriving.

In cases where your timekeeping record warrants attention, your manager or other appropriate person will call you to a hearing. The need for a hearing will be triggered by the advent of three occasions of poor timekeeping within any rolling three-month period. The purpose of this meeting will be to enquire into the reasons for the poor timekeeping and to agree a way forward. Any further period of poor timekeeping when the procedure has been invoked (other than lateness/ early leaving authorised in advance) whereby more than three (3) periods are linked by three (3) months, will be regarded as a further offence under this rule.

Whilst sympathising with genuine periods of poor timekeeping, there is a requirement to focus on the needs of the business and inevitably we are unable to operate efficiently with an unacceptably high level of lateness/ early leaving. Therefore, poor timekeeping falling outside the policy criteria may result in formal action being taken against you up to and including dismissal (normally following the full disciplinary process).

At the hearing, your manager will have the record available and will demonstrate how it exceeds an acceptable level of timekeeping. They will also highlight any patterns or trends which require explanation. You will be invited to discuss any underlying problems such as work related or other difficulties. It is in your interests to disclose these as we cannot help in their resolution if we do not know.

### **8.5 Self certification**

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

You may only self-certificate for up to five consecutive days.

### **8.6 Doctors certificate**

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

### **8.7 Access to medical records**

If you wish to see the medical report written about you, you must notify your Medical Practitioner and arrange to see the report within 21 days.

If, having chosen to see the report, you have not contacted your Medical Practitioner within 21 days, he/she will assume that you no longer wish to see it and will provide it to the Company.

If you see the report and there is anything you consider incorrect or misleading, you may request that your Medical Practitioner amends the report, although he/she is not obliged to do so. The request must be in writing.

If your Medical Practitioner refuses to amend it you may:

- Withhold your consent for the report being supplied; or
- Ask the Medical Practitioner to attach to the report a written statement setting out your own views

NOTE: The Medical Practitioner is not obliged to let you have access to any information, which he/she thinks could cause serious physical or mental harm to you or others.

If, having seen the report (and had it amended if necessary) you agree to it being forwarded to the Company, you are required to give your consent to your Medical Practitioner.

Whether or not you chose to see the report, you still have the right to seek access to it from the Medical Practitioner who supplied it at any time within 6 months and request a copy (for which a fee may be charged).

### **8.8 Further Medical Investigation**

If the Company considers it necessary we may ask an employee to undergo a medical examination either with their own doctor or an appointed Company doctor. This may entail the Company asking an employee's own doctor to release details of their medical history.

There are a number of reasons why the Company may find this necessary, but predominantly to determine the employee's:

- Fitness to carry out their duties.
- Fitness to work in their current working environment.

In addition, the Company may be required to comply with legislation making further or regular medical investigation necessary.

If an employee refuses to undergo a medical examination or release details of their medical history if required, the Company reserve the right to make decisions based on the information available at the time.

In the event that an employee is unable to continue in their duties due to their incapability on health grounds the Company reserve the right to terminate their contract of employment after giving the employee the required notice period.

While there is concern for an employee's health and their ability to carry out their work, the Company reserve the right to ask employees to submit to an independent medical examination, the cost of which will be borne by the Company.

The Company will consult with the employee, giving them the opportunity to bring alternative medical evidence, before making any decision to dismiss on the basis of incapability.

## **8.9 Recovery of Sick Pay**

If an employee is absent through an injury caused as a result of a negligent third party and they are able to claim damages from that third party for loss of earnings, the Company must be informed. The Company will then recover, from the employee, any discretionary additional payments, over and above the Company's SSP obligation, made to the employee.

## **8.9 Infections and illnesses**

If an employee has been in contact with anyone who is suffering from an infectious or contagious illness, it is obviously in their interest, and that of the general public and their colleagues, they do not report to work. Instead they should inform their manager as soon as possible and seek medical advice.

## **9 SPECIAL LEAVE including bereavement**

Employees may find that an occasion arises when they need time off for personal reasons, ie the death or serious illness of a close relative. In such events they may apply to their manager for special leave. The Company must stress that the granting of such leave, and its duration will be at the Company's discretion and will depend on the circumstances of the request. It will be without pay.

### **9.1 Public Duties**

Employees may at some time be called for Jury Service or to act as a witness. If this occurs they must inform their manager immediately who will make arrangements for them to have the appropriate time off. If you are summoned to attend Jury Service you should show your Court Order or written notification to your

Manager.

Whilst attending court no salary will be paid as the court will pay loss of earnings.

## **9.2 Medical/Dental/Optician Appointments**

The Company will grant reasonable time off without pay for employees to attend medical, dental, or optician appointments subject to the following conditions:

- Employees should at all times try to make appointments outside of their normal working hours. If this is not possible staff may take time off at the beginning or end of the working day with the approval of their appropriate manager. Sight of an appointment card will be requested.
- In an emergency situation, or where employees have difficulty in making appointments during the times specified above employees must discuss the matter with management prior to confirming any appointment.
- If employees are allowed time off work for any appointments they may be expected to make the hours up.

## **9.3 Elective Surgery**

Elective surgery for cosmetic reasons will not generally be regarded as sickness to be covered by any Company sick pay. Employees will generally be expected to have such procedures carried out in their own time, either by holiday or agreed unpaid leave of absence.

# **10. MATERNITY LEAVE**

## **10.1 Maternity regulations**

It is the Company's policy to help employees successfully combine having a family whilst pursuing a career within the Company and so enable the Company to retain the skills and expertise of individuals.

All female employees, regardless of length of service or hours worked, are entitled to maternity leave and to return to work in the job in which they were employed or to a job with no less favourable terms and conditions than their own.

The following abbreviations are used in this section:

EWC	Expected Week of Childbirth - the week, starting on a Sunday, in which the employee's doctor, or midwife expects her to give birth.
MAT B1	A certificate issued by a doctor, or midwife showing the expected date of the baby's birth.
QW	Qualifying Week – the 15th week before the EWC.
AWC	Actual Week of Childbirth – the week in which your baby was born. Sunday is the beginning of the week.
MLP	Maternity Leave Period – the time absent from work.
SMP	Statutory Maternity Pay.
AML	Additional Maternity Leave.

## **10.2 Maternity Leave Rights**

In general terms, pregnant women have the following statutory maternity rights:

- Paid time off to receive ante-natal care.
- Maternity pay – linked to level of earnings and length of service.



- Maternity leave.
- Protection against unfair treatment or dismissal.
- To be offered suitable alternative work before being suspended on maternity grounds and remuneration when suspended on maternity grounds.

### **10.3 Time Off For Ante-Natal Care**

During pregnancy and once she has advised her employer that she is pregnant, an employee is entitled to take reasonable time off work with pay to attend ante-natal appointments made on the advice of her doctor, registered midwife or registered health visitor. Ante-natal care may include relaxation and parent craft classes that the employee's doctor, midwife, or health visitor has advised her to attend, as well as medical examinations.

Except in the case of the first appointment, an employee will be required to produce a medical certificate from her doctor, midwife, or health visitor stating that she is pregnant and an appointment card showing that the appointment has been made.

There is no minimum qualifying period of employment for the enjoyment of this right.

### **10.4 Statutory Maternity Pay**

To be eligible to receive statutory maternity pay an employee must:

- Give the employer proper notification of her pregnancy.
- Provide a MAT B1 form.
- Have been continuously employed by her employer for at least twenty six (26) weeks ending with the QW and still be employed during that week.
- Have average weekly earnings in the eight (8) weeks up to and including the QW at least equal to the lower earnings limit for the payment of National Insurance contributions.
- Still be pregnant at the eleventh (11) week before the EWC (or have already given birth).

SMP is paid for up to thirty nine (39) weeks after commencement of maternity leave. There are two (2) rates of SMP, known as the higher rate and lower rate.

The higher rate of SMP is paid for the first six (6) weeks. It is equivalent to ninety (90%) per cent of the employee's average weekly earnings for the period of eight (8) weeks up to and including the QW. For the purpose of calculating average weekly earnings, shift allowances, overtime payments, and commission are all included.

The lower or standard rate of SMP is paid for the remaining thirty three (33) weeks (or less if the employee decides to return to work sooner). The current rate is ninety (90%) per cent of the woman's average weekly earnings calculated over the period of eight (8) weeks up to and including the QW if this is lower than the Government's set weekly rate.

If the employee becomes eligible for a pay rise between the start of the original calculation period and the end of her maternity leave (whether ordinary or additional maternity leave), the higher or standard rate of SMP needs to be re-calculated to take account of the employee's pay rise, even if SMP has already been paid and even though the pay rise is not retrospective. This, therefore, means the employee's SMP must be re-calculated and increased retrospectively or that she may qualify for SMP if she did not previously. The employee should be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

Payment of SMP cannot begin until after an employee leaves work to start her maternity leave. The maternity pay period can begin at any time from the start of the eleventh (11) week before the EWC. SMP can start from any day of the week to coincide with the date that the employee starts her maternity leave. If an employee decides to work up to when the baby is born, the maternity pay period will start from the day after the date of birth.

SMP is treated as earnings and is therefore subject to deductions of income tax and National Insurance contributions.

SMP is payable whether or not an employee intends to return to work for her employer after her maternity leave.

## **10.5 Statutory Maternity Leave**

### **10.5.1 Commencing Maternity Leave – Notice Requirements**

To take advantage of the right to maternity leave, a pregnant employee is required to notify her employer of her intention to take maternity leave by the end of the fifteenth (15) week before the EWC (ie by the end of the QW), unless this is not reasonably practicable. She is required to provide the following details to her employer:

- That she is pregnant.
- When her EWC will be.
- When she intends her maternity leave to start, in writing if the employer so requests.

However, the employee is permitted to bring forward her maternity leave start date, provided she advises her employer at least twenty eight (28) days before the new start date or, if that is not possible, as soon as reasonably practicable. She may also postpone her maternity leave start date, provided she advises her employer at least twenty eight (28) days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

There is also a statutory requirement on employers to formally respond to a woman's notification of her leave plans within twenty eight (28) days. The employer needs to write to the employee, setting out the date on which her maternity leave will end and the date on which he expects her to return to work if she takes her full fifty two (52)-week entitlement to maternity leave.

### **10.5.2 Maternity Leave**

All pregnant employees whose expected week of childbirth is on or after 1 April 2007 are entitled to take up to twenty six (26) weeks' ordinary maternity leave (OML) and up to twenty six (26) weeks' additional maternity leave (AML), making a total of fifty two (52) weeks. This is regardless of the number of hours worked or their length of service. AML begins on the day after OML ends.

OML can start at any time after the beginning of the eleventh (11) week before the employee's EWC (unless her child is born prematurely before that date, in which case it starts on the day after the date of birth). Maternity leave will start on whichever date is the earlier of:

- The employee's chosen start date.
- The day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the EWC.
- The day after the employee gives birth.

If the employee gives birth before her maternity leave was due to start, she must notify her employer of the date of the birth as soon as reasonably practicable.

### **10.5.3 Sickness Absence Triggering Maternity Leave**

If the employee is absent from work during her pregnancy due to sickness, she should receive sick pay in the same manner as any other sickness absence provided that she has not yet begun her ordinary maternity leave.

If, however, the employee is absent from work wholly or mainly due to a pregnancy-related reason (for example, pregnancy-related illness) after the beginning of the fourth (4) week before the EWC, her maternity leave will usually start automatically on the day after the first day of absence in this period. These provisions do not apply however where the illness is unrelated to pregnancy.

If the employee is absent from work wholly or partly because of pregnancy during the four (4) weeks before the EWC, she must notify her employer of this as soon as reasonably practicable.

### **10.5.4 Compulsory Maternity Leave**

The law obliges all employees to take a minimum of two (2) weeks' compulsory maternity leave immediately after the birth of their child (four (4) weeks for factory workers).

### **10.5.5 Ordinary Maternity Leave**

During the period of OML, the employee's contract of employment continues in force and she is entitled to receive all her contractual benefits, except for salary. This means, for example, that holiday entitlement will continue to accrue. Other benefits such as pension contributions, private medical insurance, life assurance, and permanent health insurance should also continue.

Salary will be replaced by Statutory Maternity Pay (SMP) if the employee is eligible to receive it.

### **10.5.6 Additional Maternity Leave**

During the period of AML, the employee's contract of employment remains in force but only some terms of the contract will continue to apply. Normal contractual benefits will be suspended and the only terms which apply during AML are:

- The employee is bound by her implied obligation to her employer of good faith.
- The employee is bound by the terms in her contract relating to disclosure of confidential information, the acceptance of gifts or other benefits and the restrictions on participation in any other business.
- The employee is entitled to benefit from her employer's implied obligation of trust and confidence.
- The employee is entitled to receive a redundancy payment in the event of redundancy.
- The employee is entitled to receive her contractual notice period if her employment is terminated.
- The employee must give her employer the notice provided for in her contract if she wishes to terminate her employment.
- The terms and conditions in the employee's contract of employment relating to disciplinary and grievance procedures will continue to apply.

During AML, an employee's contract of employment continues in force and, as is the case during the period of OML, an employee is entitled to receive all of their contractual benefits, except salary. Any benefits in kind which apply during ordinary maternity leave will also apply during additional maternity leave eg use of a company car, private medical insurance, life assurance, permanent health insurance, personal use of a mobile telephone or laptop, gym membership and any contractual annual leave which is over and above the statutory minimum annual leave entitlement required by the Working Time Regulations 1998. These employees will also be entitled to receive any discretionary bonus payment that represents the two weeks' compulsory maternity leave period immediately following childbirth.

Salary will be replaced by SMP for the first thirteen (13) weeks of AML if an employee is eligible to receive it. The remaining thirteen (13) weeks of AML will be unpaid.

### **10.5.7 Contact During Maternity Leave**

The employer is entitled to maintain reasonable contact with the employee during her maternity leave. This may be, for example, to discuss her plans for return to work or to update her on developments at work during her absence. As a minimum, the employer should advise the employee of any internal job vacancies and permit her to apply.

### **10.5.8 Keeping In Touch Days**

The law enables an employee on maternity leave to agree with her employer to work for up to ten (10) days during her maternity leave without bringing that period of leave to an end and without loss of a week's SMP as a result of carrying out that work. For these purposes, "work" may include training or any other activity undertaken to assist the employee in keeping in touch with the workplace, such as attending conferences, appraisals, or team meetings. The provisions apply to the entire period of OML and AML, except during the first two (2) weeks from the day of childbirth which is the compulsory maternity leave period.

Any such work undertaken must be by agreement between employer and employee. There is no right for an employer to demand that an employee undertake such work, nor is there a right for the employee to do such work.

Work on keeping in touch days does not have the effect of extending the total duration of the maternity leave period. In addition, any work carried out on any day constitutes a day's work for these purposes. Therefore, if the employee only attends work for an hour, that still counts as a day's work for the purpose of the ten (10) day calculation.

An employee has the right not to be subjected to a detriment or dismissed for undertaking, considering undertaking or refusing to undertake any such work. A dismissal on these grounds is automatically unfair.

It is a matter for agreement between employer and employee whether keeping in touch days should be worked as a single block or separately.

The amount of pay for work done on keeping in touch days is also a matter for agreement between employer and employee and should reflect the nature of the work and the amount done. The employer will need to consider how any contractual payment for work done on a particular day will work alongside any SMP due. The employer is permitted to offset any salary paid to the employee for working against any SMP that may be due.

Once the ten (10) keeping in touch days have been exhausted, the employee will then lose one (1) week's SMP for any week in which she works for her employer during the SMP payment period.

### **10.5.9 Returning To Work After Maternity Leave – Notice Requirements**

An employee does not have to give advance notice to her employer if she intends to return to work immediately after the end of her additional maternity leave. She may simply report for work on her due day of return.

If an employee intends to return to work before the end of additional maternity leave, she must give her employer at least eight (8) weeks' notice of her proposed date of early return. If she fails to do so, the employer may postpone her return to such a date as will give him eight (8) weeks' notice, provided that this is not later than the end of her additional maternity leave. If the employee wants to return after the end of her ordinary maternity leave, she must still give eight (8) weeks' notice to her employer because this is before the end of her full fifty two (52) week entitlement.

If the employee decides not to return to work at all after maternity leave, she must still give notice of termination of employment in accordance with the terms of her contract of employment (or one week's statutory minimum notice if no contractual notice period has been specified).

#### **10.5.10 Rights On And After Return To Work**

On resuming work after OML, the employee is entitled to return to the same job on the same terms and conditions of employment as if she had not been absent.

On resuming work after AML, the employee is again entitled to return to the same job on the same terms and conditions of employment as if she had not been absent. If, however, there is some reason why it is not reasonably practicable for her employer to take her back in her original job, she will be entitled to be offered suitable alternative work, of equivalent status and responsibility and on no less favourable terms and conditions.

A woman working full-time hours prior to her maternity leave has no automatic right to return to part-time work following her absence or to make other changes to her working patterns. However, all requests for part-time work or other flexible working arrangements should be considered in line with the operational requirements of the employer's business. Job shares should also be considered. A failure to accommodate an employee's request for part-time work without objective justification may amount to indirect sex discrimination. If the employee makes her request under the statutory flexible working provisions, the employer is also bound to follow a set procedure and give serious consideration to that request. If employees want to make a request for a flexible working option, they should be encouraged to do this as far in advance of their return date as possible so that adequate consideration can be given to the request and all viable options explored.

#### **10.6 Protection Against Unfair Treatment Or Dismissal**

An employer must not subject an employee to unfair treatment at work because she:

- Is pregnant.
- Has given birth.
- Has taken, or sought to take, any of the benefits of ordinary maternity leave.
- Has taken, or sought to take, ordinary or additional maternity leave.
- Has been suspended from work for health and safety reasons connected to her maternity.

This protection applies regardless of the employee's length of service.

It is unlawful for an employer to dismiss an employee, or select her for redundancy in preference to other comparable employees, for reasons connected with:

- Her pregnancy
- Childbirth
- Taking, or seeking to take, any of the benefits of ordinary maternity leave
- Taking, or seeking to take, ordinary or additional maternity leave
- Maternity suspension on health and safety grounds

Again, these rights apply regardless of the employee's length of service.

#### **10.7 Maternity Suspension On Health And Safety Grounds**

Employers have a duty to take care of the health and safety of all employees. They are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have recently given birth, or are breastfeeding. The employer should provide affected employees with information as to any risks identified in the risk assessment. If the risk assessment reveals that the employee would be exposed to health hazards in carrying out her normal job duties, the employer must take such steps as are reasonably necessary to avoid those risks, such as altering the employee's working conditions.

If this would not remove the risk, the next step is for the employer to offer the employee suitable alternative work (if available) on a temporary basis on terms and conditions which are not substantially less favourable than her normal terms and conditions of employment.

If it is not possible for the employer to alter the employee's working conditions to remove the risks to her health and there is no suitable alternative work available to offer her on a temporary basis, the employer may suspend her from work on maternity grounds until such time as there are no longer any risks to her health. This may be for the remainder of her pregnancy until the commencement of her maternity leave. If an employee is suspended in these circumstances, her employment will continue during the period of the suspension and it does not in any way affect her statutory or contractual employment and maternity rights. The employee will also be entitled to receive her normal wages or salary during the period of her suspension, unless she has unreasonably refused an offer of suitable alternative employment.

## **11. PATERNITY LEAVE**

### **11.1 Paternity leave**

New fathers will have the option of taking one or two consecutive weeks off (this must be taken as either a single week or a block of two weeks, and may not be taken as separate days) as paternity leave within 8 weeks or 56 days of the birth of their child. The employee must give 28 days notice by the 15<sup>th</sup> week before the baby is due.

To qualify for paternity leave, the employee must have completed six months' (26 weeks) service by the 15<sup>th</sup> week of the pregnancy. Statutory paternity pay (SPP) will be paid at the rate determined by the government at that time.

### **11.2 Statutory Paternity Leave**

An employee is entitled to two (2) weeks' statutory paternity leave (SPL) for the purpose of caring for a newborn child or supporting the mother of that child, if all of the following conditions have been satisfied:

- They have been continuously employed for at least twenty six (26) weeks by the fifteenth (15) week before the expected week of the child's birth. An employee shall be treated as having satisfied this condition if they would have satisfied it but for the fact that the child was born before the fourteenth (14) week before its expected week of birth.
- They have, or expect to have, responsibility for the upbringing of the child. An employee shall be treated as having satisfied this condition if they would have satisfied it but for the fact that the child was stillborn after twenty four (24) weeks of pregnancy, or has died.
- They are the biological father of the child, or are married to, or the partner of the child's mother. An employee shall be treated as having satisfied this condition if they would have satisfied it but for the fact that the child's mother has died. A partner in relation to a child's mother means a person (whether of a different or the same sex) who lives with the mother in an enduring family relationship but is not a blood relative.
- They have complied with any request by their employer to produce for the employer's inspection the evidence of their entitlement to statutory paternity leave.
- They have given notice in accordance with the notification requirements for taking statutory paternity leave for a newborn child.

### **11.3 When Is Time Off Allowed And When Can Statutory Paternity Leave Be Taken**

- Statutory paternity leave must be taken in a single block of either one (1) or two (2) weeks. A week is any period of seven (7) days. Part-time employees will be allowed to take their statutory paternity

leave in proportion to the time worked, eg an employee who works three (3) days a week will have the right to six (6) days' statutory paternity leave in all.

- No more than two (2) weeks' statutory paternity leave in respect of a child where more than one child is born as a result of the same pregnancy, eg a biological father of twins will only be entitled to two (2) weeks' statutory paternity leave.
- Unless the employer agrees to the leave beginning earlier, it will begin no earlier than twenty-eight (28) days after the employee gives notice to their employer of their intention to take such leave.
- The leave must be taken before the end of a period of fifty six (56) days, beginning with the date of the child's birth, or the first day of expected week of the child's birth, whichever is the later.
- Where more than one (1) child is born as a result of the same pregnancy, an employee must take their statutory paternity leave before the end of a period of fifty six (56) days, beginning with the date of the first child's birth.

#### **11.4 Statutory Paternity Pay**

In order to receive two (2) weeks' statutory paternity pay, an employee caring for a newborn child or supporting the mother of that child must meet the following criteria:

- They have been continuously employed for at least twenty six (26) weeks by the fifteenth (15) week before the expected week of the child's birth.
- They have been employed for a continuous period beginning with the end of the fifteenth (15) week before the expected week of the child's birth and ending with the day on which the child is born. (In effect, an employee who satisfies the point above but whose employment is terminated before the birth of the child will not be entitled to statutory paternity pay for a newborn child.)
- They have, or expect to have, responsibility for the upbringing of the child.
- They are the biological father of the child or are married to or the partner of the child's mother.
- Their average weekly earnings over the eight (8) week period ending with the fifteenth (15) week before the expected week of the child's birth are not less than the lower earnings contribution limit for national insurance purposes.

Statutory paternity pay is paid at the same rate as statutory maternity pay.

#### **11.5 Further Information Regarding Emoluments Whilst On Paternity Leave**

An employee on statutory paternity leave will be entitled to the benefit of the terms and conditions of their employment that would have applied if they had not been on statutory paternity leave. An employee, however, will not be entitled to enjoy the benefit of the terms and conditions of employment concerning remuneration, eg wages or salary.

#### **11.6 Evidence Of Entitlement To Statutory Paternity Leave**

The evidence is a document that contains:

- The name of the employee.
- The expected week of the child's birth and if the birth has already occurred, the date of the child's birth.
- The length of the period of statutory paternity leave that the employee will take.
- The date on which they intend to begin their statutory paternity leave.
- A declaration by the employee that they are responsible for the child's upbringing, they are in an enduring family relationship with the mother, (not a blood relative of the mother), and they will be absent from work for the purpose of caring for the child or supporting that child's mother.

## **11.7 Notification Requirements**

An employee must notify their employer in, or before, the fifteenth (15) week before the expected week of childbirth of:

- The date on which they intend to begin their statutory paternity leave.
- The expected week of childbirth.
- The length of statutory paternity leave that the employee will take.

## **11.8 Statutory Paternity Leave For A Newly Adopted Child**

An employee will have the right to take statutory paternity leave in relation to a newly adopted child matched for adoption. A child is matched for adoption on the date on which an adopter is notified by an adoption agency of having been matched with the child for the purposes of adoption.

An adopter is a person with whom a child is placed, or expected to be placed, for adoption. A child is a person under the age of eighteen (18).

## **11.9 Statutory Paternity Pay For A Newly Adopted Child**

An employee will have the right to statutory paternity pay in respect of a newly adopted child who is matched for adoption or placed for adoption.

In order to receive two (2) weeks' statutory paternity pay an employee caring for a newly adopted child or supporting the child's adopter must meet the following criteria:

- They have been continuously employed for at least twenty six (26) weeks ending with the relevant week. The relevant week is the week in which the child's adopter is notified of being matched with the child for the purposes of adoption.
- They have been employed for a continuous period beginning with the end of the relevant week and ending with the day on which the child is placed for adoption. (In effect, an employee who satisfies the point above but whose employment is terminated before the placement of the child will not be entitled to statutory paternity pay for a newly adopted child.)
- They have or expect to have responsibility for the upbringing of the child.
- They are either married to or the partner of the child's adopter.
- They are not taking adoption leave in respect of the child.
- Their average weekly earnings over the eight (8) week period ending with the relevant week are not less than the lower earnings contribution limit for national insurance purposes. The relevant week is the week in which the foster mother is notified of being matched with the child for the purposes of adoption.

## **11.10 Statutory Additional Paternity Leave**

### **11.10.1 Eligibility**

Employees are eligible if:

- You have worked for the Company continuously for at least 26 weeks by the 'qualifying week'



- You are employed by the Company the week (Saturday to Sunday) before their leave and or pay starts
- Your partner has at least 2 weeks left of their maternity or adoption pay (APP only)
- Your partner signs a relevant form confirming their maternity or adoption leave or pay is ending
- You give the Company the correct notice using the forms

The qualifying week is:

- the end of the 15th week before the expected week of childbirth
- the week they were matched with a child by a UK adoption agency (UK adoptions)
- the time they get official notification from a UK authority that they can adopt from abroad (overseas adoptions)

#### **11.10.2 Notice period**

Employees should give the Company 8 weeks' notice. Within 28 days of your request, write confirming what APP you will get and your leave start and end dates

#### **11.10.3 Start and end dates**

Leave and or pay can only start 20 weeks after the birth, adoption or child's arrival in the UK (overseas adoptions). Leave stops on the child's first birthday or 52 weeks after the child starts living with the adopter. Pay stops when the mother's maternity or adoption pay would have ended.

Employees can change these dates if they give you 6 weeks' notice.

#### **11.10.4 Unpaid Additional Paternity Leave**

You can take unpaid Additional Paternity Leave if you're eligible for leave but not pay. All Additional Paternity Leave taken after the end of the Statutory Maternity Pay, Maternity Allowance or Statutory Adoption Pay period is unpaid.

## **12. ADOPTION LEAVE**

### **12.1 Adoption leave**

The following are the rights of employees in relation to adoption leave.

- Adoption leave will be available for children adopted up to the age of eighteen (18).
- One adoptive parent will be entitled to twenty-six (26) weeks' paid leave, and twenty six (26) weeks' unpaid leave.
- Adoptive parents will be able to choose which of them takes the time off work and receives the payment.
- Employees must have worked for their employer for twenty-six (26) weeks prior to notification to qualify for adoption leave.
- Employees must give their employers notice when they are approved for adoption that they will want to take leave and approximately when this might be needed.
- The other parent will be entitled to take two (2) weeks' paid leave around the time of the placement equivalent to paternity leave.

Statutory adoption pay is paid at the same rate as statutory maternity pay.

## **13 PARENTAL LEAVE**

### **13.1 Parental leave**

#### **PARENTAL LEAVE**

This section sets out the Company's policy on parental leave. The Company implements the parental leave rights set out in legislation.

Both mothers and fathers can take parental leave. The right to take parental leave enables natural mothers and fathers (as named on the child's birth certificate) and adoptive mothers and fathers to each take up to 18 weeks' unpaid time off work to care for their child or to make arrangements for the child's welfare. Parents who have acquired formal parental responsibility for a child also qualify.

In order to qualify for parental leave, you must have completed one year's continuous service with the Company by the time you want to take the leave. If you have already taken part of your parental leave entitlement with a previous employer, you will not be able to take any further parental leave until you have completed one year's service with the Company.

You can choose to take parental leave:

- Up until your child's 18<sup>th</sup> birthday

Parental leave is for each child, so in the case of twins, 18 weeks' leave is provided for each child.

You must take parental leave in blocks, or multiples, of one week. The exception to this is that parents of disabled children can take leave in blocks, or multiples, of one day. You can take a maximum of four weeks' parental leave in respect of any child during any one calendar year.

You are required to give at least 21 days' written notice to your line manager of your proposed parental leave dates. If you wish to take parental leave immediately after birth or adoption, you should give 21 days' written notice of the expected week of childbirth or the expected week of placement for adoption. You must specify the dates on which your proposed period of parental leave is to start and finish.

The Company reserves the right to postpone your requested period of parental leave for up to six months where we consider the operation of our business would be unduly disrupted if your parental leave were to be taken at the time requested. For example, leave may be postponed during particularly busy periods, seasonal peaks or where a significant proportion of your department have already applied to be absent from work at the same time. The Company will confirm any postponement arrangements in writing to you no later than seven days after receipt of your notice to take parental leave. This letter will state the reason for postponement and set out the new proposed dates of parental leave. The Company will not postpone leave if you have given notice to take it immediately after the time your child is born or is placed with you for adoption.

You will be required to produce evidence to confirm you are the parent or the person who is legally responsible for the child. This will take the form of production of a copy of the child's birth certificate or the adoption papers and/or a copy of the letter awarding disability living allowance for a disabled child. For new employees, the Company reserves the right to make enquiries of your previous employer to find out how much parental leave has already been taken, or we may seek a declaration from you about how much parental leave you have already taken. The Company will keep records of the parental leave you have taken.

At the end of parental leave, you will be entitled to return to the same job that you had before the leave.

You have no contractual or statutory entitlement to be paid for absences relating to parental leave. Any payment of salary during parental leave is made at the absolute discretion of the Company.

Finally, if you behave dishonestly in claiming an entitlement to parental leave, this is a serious disciplinary offence and will be dealt with under the Company's disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct and could result in your summary dismissal.

## **14 TIME OFF FOR DEPENDANTS**

Employees are allowed to take time off to deal with an unexpected or sudden problem and make any necessary longer-term arrangements, for example:

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

### **14.1 Who Counts As A Dependent**

A dependant is the partner, child or parent of the employee, or someone who lives with the employee as part of their family. It does not include tenants, boarders or someone who lives in the household as an employee.

In cases of illness, injury or where care arrangements break down a dependant may also be someone whom reasonably relies on the employee for assistance. This may be where the employee is the primary carer or is the only person who can help in an emergency.

### **14.2 How Much Time Off Is Allowed**

There is no set limit to the amount of time off which can be taken. However as this time off is for emergencies only it isn't expected to exceed 1 or 2 days.

### **14.3 Is Time Off Paid?**

Such time off is unpaid.

### **14.4 How Much Notice Does The Company Expect To Be Given?**

Employees need to tell the Company as soon as possible about their absence from work, the reason for it, and how long they expect to be away from work. Employees need to keep in touch daily should the leave exceed 1 day.

### **14.5 What Happens If An Employee Needs Longer Time Off Or Knows In Advance That The Problem Is Going To Arise?**

If employees know in advance that they are going to need time off, they may be able to arrange to take this time as part of their annual leave entitlement.

## **15 OTHER LEAVE**

### **15.1 Unauthorised absence**

If you are absent without permission and/or don't follow the reporting procedures laid down this is regarded as 'unauthorised absence'. Any unauthorised absence will be classed as unpaid and could lead to formal action under the Disciplinary Procedure.

### **15.2 Time off for domestic incidents**

All employees are entitled to a reasonable time off work **without** pay, to deal with an **emergency** involving a dependant. For example, if a dependant falls ill or is injured, if care arrangements break down, or to arrange or attend a dependant's funeral. Absences for these reasons are closely monitored and examples of abuse will be taken up with the individual.

### **15.3 Parental and dependant incident leave**

Employees, who qualify for unpaid time off within the provisions of current legislation, should make their applications for time off work to your Manager. Employees must ensure whenever possible that the appropriate amount of notice is given, when requesting such leave.

### **15.4 Other time off**

We recognise that there will be occasions when employees will request time off for medical, dental appointments etc, or indeed for domestic reasons. Such requests will only be granted at the discretion of your manager and in the interests of business efficiency. Such requests should be kept to a minimum. Where possible, such appointments should be arranged for outside of normal working hours, or at the very least for the very beginning or very end of the working day to minimise disruption.

You must obtain permission from your Manager if you wish to leave work during the working day.

## **16 FLEXIBLE WORKING**

It is the Company's view that the promotion of flexible working arrangements increases staff motivation, reduces employee stress, improves employee performance and productivity and encourages staff retention. The Company implements the right to request flexible working set out in legislation.

Employees have a statutory right to request to work flexibly and to have their flexible working application dealt with in a reasonable manner.

In order to make a request under the statutory right, you must have worked for the Company for a continuous period of 26 weeks at the date your application is made. You must also not have made another request to work flexibly under the statutory right during the previous 12 months.

You can apply to vary the number of hours you work, the times you work or your place of work (between your home and the Company's place of business). You may wish to apply for flexible working to accommodate caring arrangements, charity work, leisure activities, external study or for any other purpose.

The following procedure will normally apply to flexible working requests:

- You should first make your request in writing to the Company setting out the flexible working arrangement you seek. A Flexible Working Application Form can be obtained from the HR Department.
- If necessary, the Company will arrange a meeting with you to discuss the changes you have proposed, the effect of the proposed changes and any possible alternative work patterns that might suit both parties. You may be accompanied at this meeting by a work colleague.
- The Company will consider your flexible working request and will make a practical business assessment on whether and, if so, how it could be accommodated.
- The Company will notify its decision to you in writing. If the Company accepts your request, it will write to you, establishing a start date and providing a written note of the contract of employment variation. If your application is refused, the Company will explain the grounds for refusal and confirm the internal appeal procedure.
- Where a request is accepted, unless otherwise agreed, it normally constitutes a permanent change to your terms and conditions of employment. This means that you do not have the right to revert to your previous pattern of working at a future date. However, depending on the circumstances of the case, at its absolute discretion the Company may be willing to agree to a temporary change to your terms and conditions of employment for a specified period only. In that case, you would then revert to your previous pattern of working after the specified period comes to an end.
- You may appeal against a refusal of your flexible working request within five working days of the decision. Appeals must be made in writing to the Company and state your grounds for appeal. The Company may then set up a meeting with you to discuss your appeal and you may be accompanied at this meeting by a work colleague. Whether or not an appeal meeting is held, the Company will write to you to notify you of the outcome of your appeal.
- The Company will notify you of its decision on your flexible working application within three months beginning with the date on which your application is made, or such longer period as may be agreed between the Company and you. This decision period includes dealing with any appeal you make against a decision to refuse your flexible working request.

The Company may refuse your application to work flexibly for one of eight business reasons. They are:

1. The burden of additional costs.
2. The detrimental effect it would have on the Company's ability to meet customer demand.
3. The Company's inability to reorganise work among existing staff.
4. The Company's inability to recruit additional staff.
5. The detrimental impact it would have on quality.
6. The detrimental impact it would have on performance.
7. The insufficiency of work available during the period when you propose to work.
8. The Company's planned structural changes.

Although the Company is committed to being flexible on working patterns for its staff, you must recognise that it may not be appropriate or possible for flexible working arrangements to apply to all jobs across all areas of the business. Each request for flexible working will therefore be dealt with individually on its merits, taking into account the likely effects the changes will have on the Company, the work of the department in which you are employed, your work colleagues and the Company's customers and clients. This means that if the Company agrees to one employee's flexible working request, this does not set a precedent or create a right for you to be granted the same or a similar change to your work pattern. For example, having approved one flexible working request, this may mean that the business context has then changed and may be taken into account when considering a second request from another employee against the above business reasons.

## **17. DIGNITY AT WORK AND EQUAL OPPORTUNITIES**

### **17.1 Policy Statement**

The Company is an equal opportunity employer and is fully committed to a policy of treating all its employees and job applicants equally.

The Company will take all reasonable steps to employ, train and promote employees on the basis of their experience, abilities and qualifications without regard to race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, gender reassignment, age, marital or civil partnership status or disability. The Company will also take all reasonable steps to provide a work environment in which all employees are treated with respect and dignity and that is free of harassment based upon an employee's race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, gender reassignment, age, marital or civil partnership status or disability. The Company will not condone any form of harassment, whether engaged in by employees or by outside third parties who do business with the Company.

Employees have a duty to co-operate with the Company to ensure that this policy is effective in ensuring equal opportunities and in preventing discrimination, harassment or bullying. Action will be taken under the Company's disciplinary procedure against any employee who is found to have committed an act of improper or unlawful discrimination, harassment, bullying or intimidation. Serious breaches of this equal opportunities and dignity at work statement will be treated as potential gross misconduct and could render the employee liable to summary dismissal. Employees should also bear in mind that they can be held personally liable for any act of unlawful discrimination. Employees who commit serious acts of harassment may also be guilty of a criminal offence.

You should draw the attention of your line manager to suspected discriminatory acts or practices or suspected cases of harassment. You must not victimise or retaliate against an employee who has made allegations or complaints of discrimination or harassment or who has provided information about such discrimination or harassment. Such behaviour will be treated as potential gross misconduct in accordance with the Company's disciplinary procedure.

### **17.2 Terms of employment, benefits, facilities and services**

All terms of employment, benefits, facilities and service will be reviewed from time to time, in order to ensure that there is no unlawful discrimination on the grounds of race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, gender reassignment, age, marital or civil partnership status or disability.

### **17.3 Equal pay**

The Company is committed to equal pay in employment. It believes its male and female employees should receive equal pay for like work, work rated as equivalent or work of equal value. In order to achieve this, the Company will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

### **17.4 Bullying and harassment**

Bullying is offensive or intimidating behaviour or an abuse or misuse of power which undermines or humiliates an employee.

Harassment occurs where, on the ground of an employee's race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, gender reassignment, age, marital or civil partnership status or disability, a person engages in unwanted conduct that:

- has the purpose of violating the employee's dignity at work, or of creating an intimidating, hostile, degrading, humiliating or offensive work environment for the employee; or
- is reasonably considered by the employee to have the effect of violating his or her dignity at work, or of creating an intimidating, hostile, degrading, humiliating or offensive work environment for the employee, even if this effect was not intended by the person responsible for the conduct.

Conduct may be harassment whether or not the person intended to offend. Something intended as a 'joke' or as 'office banter' may offend another person. This is because different employees find different levels of behaviour acceptable and everyone has the right to decide for themselves what behaviour they find acceptable to them.

Behaviour which a reasonable person would realise would be likely to offend an employee will always constitute harassment without the need for the employee having to make it clear that such behaviour is unacceptable, for example, touching someone in a sexual way. With other forms of behaviour, it may not always be clear in advance that it will offend a particular employee, for example, office banter and jokes. In these cases, the behaviour will constitute harassment if the conduct continues after the employee has made it clear, by words or conduct, that such behaviour is unacceptable to him or her. A single incident can amount to harassment if it is sufficiently serious.

Harassment also occurs where, on the ground of the employee's rejection of or submission to unwanted conduct of the kind specified above, a person treats the employee less favourably than he or she would treat him or her had he or she not rejected, or submitted to, the unwanted conduct.

#### Examples

Bullying and harassment may be verbal, non-verbal, written or physical. Examples of unacceptable behaviour include, but are not limited to, the following:

- unwelcome sexual advances, requests for sexual favours, other conduct of a sexual nature
- subjection to obscene or other sexually suggestive or racist comments or gestures
- the offer of rewards for going along with sexual advances or threats for rejecting sexual advances
- jokes or pictures of a sexual or racial nature
- demeaning comments about an employee's appearance
- questions about a person's sex life
- the use of nick names related to an employee's sex, sexual orientation, gender reassignment, race, religion, age or disability
- picking on or ridiculing an employee
- Isolating an employee or excluding him or her from social activities or relevant work-related matters.

### **17.5 Reporting complaints**

All allegations of discrimination or harassment will be dealt with seriously, confidentially and speedily. The Company will not ignore or treat lightly grievances or complaints of discrimination or harassment from members of a particular race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation or age or from employees who have undergone gender reassignment, are married, have entered into a civil partnership or have a disability.

With cases of harassment, while the Company encourages employees who believe they are being harassed to notify the offender (by words or by conduct) that his or her behaviour is unwelcome, the Company also recognises that actual or perceived power and status disparities may make such confrontation impractical.

If you wish to make a complaint of discrimination or harassment, you should follow the following steps:

- a. First of all, report the incident of discrimination or harassment to your line manager. If you do not wish to speak to your line manager, you can instead speak to an alternative manager or to a director of the company.
- b. Such reports should be made promptly so that investigation may proceed and any action taken expeditiously.
- c. All allegations of discrimination or harassment will be taken seriously. The allegation will be promptly investigated and, as part of the investigatory process, you will be interviewed and asked to provide a written witness statement setting out the details of your complaint. Confidentiality will be maintained during the investigatory process to the extent that this is practical and appropriate in the circumstances. However, in order to effectively investigate an allegation, the Company must be able to determine the scope of the investigation and the individuals who should be informed of or interviewed about the allegation. For example, the identity of the complainant and the nature of the allegations must be revealed to the alleged harasser or discriminator so that he or she is able to fairly respond to the allegations. The Company reserves the right to arrange for another manager to conduct the investigation other than the manager with whom you raised the matter.
- d. The Company will also invite you to attend at least one meeting at a reasonable time and place at which your complaint can be discussed. You must take all reasonable steps to attend that meeting and you have the right to be accompanied at it by either a qualified trade union official or a fellow employee of your choice.
- e. Once the investigation has been completed and after the meeting with you has taken place, you will be informed in writing of the outcome and the Company's conclusions and decision as soon as possible. You will also be notified in writing of your right to appeal against the Company's decision if you are not satisfied with it. The Company is committed to taking appropriate action with respect to all complaints of discrimination or harassment which are upheld.
- f. If you wish to appeal against the Company's decision, you must appeal in writing to a more senior manager or to a Director of the Company within five working days of the Company's decision. On receipt of an appeal, a more senior manager or a Director (who may not be the person to whom you addressed your appeal) shall make arrangements to hear it at an appeal meeting and at that meeting you may again, if you wish, be accompanied by either a qualified trade union official or a fellow employee of your choice. You must take all reasonable steps to attend that meeting. Following the meeting, the relevant manager or Director will inform you in writing of the Company's final decision on your appeal.
- g. You will not be penalised for raising a complaint, even if it is not upheld, unless your complaint was both untrue and made in bad faith.
- h. If your complaint is upheld and the harasser or discriminator remains in the Company's employment, the Company will take all reasonable steps to ensure that you do not have to continue working alongside him or her if you do not wish to do so. The Company will discuss the options with you.
- i. If your complaint is not upheld, arrangements will be made for you and the alleged harasser or discriminator to continue or resume working and to repair working relationships.

Alternatively, you may if you wish use the Company's grievance procedure to make a complaint.

Any employee who is found to have discriminated against or harassed another employee in violation of this policy will be subject to disciplinary action under the Company's disciplinary procedure. Such behaviour may be treated as gross misconduct and could render the employee liable to summary dismissal. In addition, line



managers who had knowledge that such discrimination or harassment had occurred in their departments but who had taken no action to eliminate it will also be subject to disciplinary action under the Company's disciplinary procedure.

## **17.6 Monitoring equal opportunity and dignity at work**

The Company will regularly monitor the effects of selection decisions and personnel and pay practices and procedures in order to assess whether equal opportunity and dignity at work are being achieved. This will also involve considering any possible indirectly discriminatory effects of its working practices. If changes are required, the Company will implement them. The Company will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

## **18 GRIEVANCE EMPLOYEE PROCEDURE**

The grievance procedure is statutory and entirely non-contractual and does not form part of an employee's contract of employment.

### **18.1 Definition**

A grievance is defined as a complaint by an employee about action, which the employer has taken or is contemplating taking in relation to him. It includes grievances about the actions of third parties and work colleagues where the employer could be held vicariously liable.

### **18.2 Object Of The Grievance Procedure**

The object of the grievance procedure is to provide an employee, who considers that they have a grievance, with an opportunity to have it examined quickly and effectively, and where a grievance is deemed to exist, to have it resolved, if possible, at the earliest practicable opportunity.

### **18.3 Informal Grievance Procedure**

There may be occasions when employees need to discuss in confidentiality personal problems or problems relating to an aspect of their work that could affect their performance and general attitude to their job, unless the problem is resolved as quickly and as satisfactorily as possible.

Should employees have such a grievance they should discuss the matter with management as soon as possible. A solution can often be found if the problem is discussed early enough.

Most grievances can be settled informally with an employee's immediate manager, and employees should aim to settle their grievance in this way if possible.

### **18.4 Formal Standard Grievance Procedure**

If an employee's grievance cannot be settled informally with their immediate manager, they should raise it formally. This procedure has been drawn up to establish the appropriate steps to be followed when pursuing and dealing with a formal grievance. The employer and employees who must also act reasonably must follow three simple stages:

- Stage 1 Put it in writing, within 5 days of the grievance
- Stage 2 Meet and discuss, within 14 days of receiving the above Please note that it is prohibited for you to record (whether covertly or otherwise) the proceedings at the grievance meeting, and at any appeal meeting, without the express permission of the Company.
- Stage 3 Appeal, to be raised within 5 days of the meeting's decision

## **19 DISCIPLINARY PROCEDURE**

The dismissal and disciplinary procedure is statutory and entirely non-contractual and does not form part of an employee's contract of employment.

### **19.1 Disciplinary Principles**

Whilst the Company does not wish to impose unreasonable rules of conduct on its employees, certain standards of behaviour are necessary to maintain good employment relations and discipline in the interest of all employees. The disciplinary procedure is not intended as a means of imposing sanctions, but is designed to encourage improvement in an individual's conduct and/or performance and, where this is not forthcoming to provide a fair and reasonable process, which may lead to dismissal.

**No** disciplinary action will be taken until the case has been thoroughly and carefully investigated.

### **19.2 Disciplinary Procedure**

Before taking a decision to dismiss an employee on the grounds of misconduct or poor performance, the Company will, as a general rule and subject to any permitted statutory exceptions, comply with the following procedure. The employer and employees who must also act reasonably must follow four simple stages:

#### Stage 1 – Put It In Writing

The Company will notify the employee in writing of the allegations against them, supported by the evidence, and will invite the employee to a disciplinary hearing to discuss the action to be taken against them. The Company will also notify the employee of the basis for the complaint of alleged misconduct, capability, poor performance or other circumstances.

#### Stage 2 – Meet And Discuss

Having given the employee a reasonable opportunity to consider their response to the allegations, a disciplinary meeting will then be held at a reasonable time and place in which the employee will be given the chance to state their case. A minimum of two (2) days' notice will normally be given (this is discretionary) of the time and date of the meeting. The employee may be accompanied, if requested, by a trade union official or a fellow employee of their choice. The employee must take all reasonable steps to attend that meeting. Please note that it is prohibited for you to record (whether covertly or otherwise) the proceedings at the disciplinary meeting, and at any appeal meeting, without the express permission of the Company.

#### Stage 3 - Outcome

Following the meeting, the employee will be informed within five (5) working days' of the Company's decision in writing and notified of their right to appeal against it. This could be in the format of a verbal warning, written warning, final written warning or dismissal. It may be, however, that no further action will be taken.

#### Stage 4 – Appeal

If the employee wishes to appeal against the Company's decision, they can do so by notifying their employer, preferably in writing, within five (5) working days stating the grounds for the appeal. The employee will be invited to attend an appeal meeting chaired by a senior person in the Company. Again a minimum of two (2) days' notice will normally be given of the time and date of the meeting. At the appeal meeting, the employee will again be given the chance to state their case and will have the right to be accompanied by a trade union official or a fellow employee of their choice. Following the appeal meeting, the employee will be informed of the appeal decision in writing as soon as possible and, in any case, within five (5) working days of the appeal hearing. The Company's decision on an appeal will be final.

### **19.3 Rearranging Meetings**

Where the employer arranges a meeting to the convenience of the employee and the employee then fails to turn up, or informs the employer in advance that they cannot make it, the question of what happens next depends on the reason for non-attendance.

Where the employee has not taken all reasonable steps to attend the meeting, they will be in breach of the requirements and the employer will be released from future obligations under the procedures.

Where it was not reasonably practicable for the employee to attend, eg the employee was ill or their car broke down on the way to the meeting, this will not count as a breach if it was for a reason that was not foreseeable at the time the meeting was arranged. The employer must then rearrange the meeting and invite the employee to the rearranged meeting. The obligation to rearrange the meeting only applies once. If it becomes not reasonably practicable for the employee to attend the rearranged meeting, then there is no obligation under the new procedures to rearrange it again. This does not mean, however, that an employer can ignore any further procedure and simply dismiss, because, in assessing whether the dismissal was fair, the employment tribunal will still consider whether the employer followed a fair procedure overall.

### **19.4 Possible outcomes of the Disciplinary Procedure**

#### Verbal Warning/ Improvement Notice

The employee will be given a documented verbal warning. He or she will be advised of the reason for the warning, how they need to improve their conduct or performance, that the warning is the first stage of the formal disciplinary procedure and the likely consequences if the terms of the warning are not complied with. The verbal warning will be recorded but nullified after six (6) months, subject to satisfactory conduct and performance.

#### Written Warning

The employee will be given a formal written warning. He or she will be advised of the reason for the warning, how they need to improve their conduct or performance, the timescale over which the improvement is to be achieved, that the warning is the first stage of the formal disciplinary procedure and the likely consequences if the terms of the warning are not complied with. The written warning will be recorded but nullified after twelve (12) months, subject to satisfactory conduct and performance.

#### Final Written Warning

Failure to improve performance in response to the procedure so far, a repeat of misconduct for which a warning has previously been issued, or a first instance of serious misconduct or serious poor performance, will result in a final written warning being issued. This will give details of, and grounds for, the complaint, how he or she needs to improve their conduct or performance, the timescale over which the improvement is to be achieved and warn that dismissal will probably result if the terms of the warning are not complied with.

This final written warning will be recorded but nullified after twelve (12) months, subject to satisfactory conduct and performance.

### Dismissal

Failure to meet the requirements set out in the final written warning will normally lead to dismissal with appropriate notice. A decision of this kind will only be made after the fullest possible investigation. Dismissal can be authorised only by a senior member of the Company. The employee will be informed of the reasons for dismissal, the appropriate period of notice, the date on which his or her employment will terminate and how the employee can appeal against the dismissal decision.

### Summary Dismissal

For serious offences and those regarded by the Company as Gross Misconduct, the Company reserves the right to terminate an Employees employment by summary dismissal regardless of whether the Employee has been subject to any previous disciplinary action or warnings. In such cases, the Company reserve the right to dismiss without notice of termination or payment in lieu of notice.

## **19.5 Other Disciplinary Actions**

If conduct, performance or attendance continues to be unsatisfactory, dismissal will normally result. An alternative to dismissal, could be demotion however this would depend upon all the circumstances.

## **19.6 Suspension**

Where an act of gross misconduct is:

- Alleged or suspected
- Audit or police investigations are proceeding
- Criminal charges are pending
- Where there are doubts as to the suitability of the employee to continue at work

an employee may be put on suspension. Suspension is a neutral act, which does not imply guilt or blame, and will be for as short a period as possible. Suspension will allow a full investigation to be made and removes the employee from a potentially difficult situation.

If an employee is put on suspension it will be with full pay.

## **19.7 Examples Of Behaviour That Might Invoke The Dismissal And Disciplinary Procedure**

Listed below are examples of behaviour that could render an employee being liable to the dismissal and disciplinary procedure being invoked:

- Concealing defective work and scrap.
- Failure to apply reasonable care and attention to work.
- Failure to observe such other rules and regulations as may be notified by the Company or which constitute customary practice within the Company.
- Failure to observe the terms and conditions of their employment, as set out in the written statement of the main terms and conditions of employment or in this Company Handbook.
- Failure to take a constructive and co-operative approach to their work and fellow employees.
- Failure to wear safety equipment provided for personal protection.
- Failure, after appropriate training, to achieve and maintain the full requirements of the position.
- Misuse of Company telephones/mobile telephones.

- Misuse of Company's resources including computers and computer software. The Company will not tolerate employees misusing the Company's computers or wasting
- Company time by sending unauthorised e-mails, using the Internet, or playing computer games.
- Persistent failure to work reasonable levels of overtime, when required.
- Poor standards of housekeeping.
- Substandard work and failing to achieve quality levels.
- Unacceptable levels of attendance.
- Unacceptable levels of timekeeping.
- Unauthorised absence or failure to comply with absence procedure.
- Failure to carry out specified checks on vehicles in their care.
- Failure to ensure that all goods carried on lorries is properly loaded and adequately secured.

This list is intended to give examples of unacceptable conduct or capability and is not exhaustive.

### **19.8 Gross Misconduct**

Offences under this heading are so serious that an employee who commits them will normally be summarily dismissed. In such cases, the Company reserve the right to dismiss without notice of termination or payment in lieu of notice. Examples of gross misconduct are:

- Actions contrary to the Company's equal opportunity policy.
- Any act of a criminal nature, whether committed on Company, client or other premises during or outside the normal course of employment which has a detrimental effect on the individual's job, working relationship and/or the Company's business efficiency or reputation.
- Any conduct which brings the name of the Company into disrepute.
- Any deliberate violation of Company health and safety rules or recklessly interfering with or damaging safety equipment or engaging in activity prejudicial to the health and safety of people on the Company or clients premises.
- Deliberate breach of any government discrimination legislation.
- Deliberately causing damage to the Company's property.
- Dishonesty in the representation of the Company or its services.
- Falsely claiming qualifications, age, or previous experience essential for employment with the Company.
- Falsification of Company accounts or records that may result in financial loss to the Company.
- Gross negligence.
- Harassing or victimising another employee on the grounds of:
  - Age
  - Colour
  - Disability
  - Ethnic or national origin
  - Marital status
  - Nationality
  - Race
  - Religious belief
  - Sex
  - Sexual orientation
  - Union membership status
- Harassment, whether to the detriment of colleagues or clients and whether committed in the course of employment or otherwise.
- Incapacity or misconduct whilst on Company or client premises due to the influence of drink or drugs whether during or out of working hours.
- Insubordination and failure to carry out reasonable requests of management.
- Leaving the job/premises without permission (walking off the job)

- Misappropriating Company money or borrowing Company money without written permission from an authorised member of management.
- Possessing, using, displaying or dealing in illegal drugs on Company premises.
- Using a Company computer to view, download, or copy pornographic or any material which any employee may find offensive or has the potential to be offensive.
- Wilfully causing harm or injury to another employee, physical violence, bullying or grossly offensive behaviour
- Banned from driving
- Driving under the influence of drugs or alcohol.
- Carrying goods other than those authorised by the Company.
- Carrying passengers without the specific authority of the Company on each and every occasion.
- Driving dangerously.
- Failure to report an accident.
- Loading and securing goods in a dangerous manner.
- Tampering with, altering or falsifying tachograph records.

The above is intended as a guide and is not an exhaustive list and there may be other circumstances or examples of gross misconduct, which could result in dismissal. The Company reserve the right to report any offence to the police, but this will not prevent the Company from instigating or continuing it's own disciplinary actions.

### **19.9 Exemptions When The Dismissal And Disciplinary Procedure Does Not Apply**

There are certain, limited circumstances where the dismissal and disciplinary procedure does not apply. These include:

- Dismissal of a whole category of employees with the immediate offer of re-engagement on new terms in certain circumstances (common on a change in terms and conditions of employment).
- Constructive dismissals because the employee must follow the statutory grievance procedure instead.
- Most cases of dismissal of employees taking part in industrial action.
- Some collective redundancies where the duty to inform and consult employee representatives applies, ie minimum twenty (20) redundancies within a ninety (90) day period.
- Some dismissals where the employer's business suddenly and unforeseeably ceases to function and the employees are all dismissed because it is impracticable to continue to employ them, eg the business premises burn down.
- Where continued employment of the employee in their job would be illegal, eg a driver who loses his driving licence.

## **20. HEALTH AND SAFETY AT WORK**

### **20.1 Health and Safety Policy Statement**

The Company is committed to ensuring the health, safety and welfare of its employees, so far as is reasonably practicable. We also fully accept our responsibility for other persons who may be affected by our activities. We will take steps to ensure that our statutory duties are met at all times.

Each employee will be given such information, instruction and training as is necessary to enable the safe performance of work activities.

It is the duty of management to ensure that all processes and systems of work are designed to take account of health and safety and are properly supervised at all times.

Adequate facilities and arrangements will be maintained to enable employees and their representatives to raise issues of health and safety. Competent people will be appointed to assist us in meeting our statutory duties including, where appropriate, specialists from outside the organisation. Every employee must co operate with us to enable all statutory duties to be complied with.

The successful implementation of this policy requires total commitment from all levels of employee, from the boardroom to the shop-floor. Each individual has a legal obligation to take reasonable care for his or her own health and safety, and for the safety of other people who may be affected by his or her acts or omissions. This policy will be regularly monitored to ensure that the objectives are achieved. It will be reviewed and, if necessary, revised in the light of legislative or organisational changes.

## **20.2 Overall Responsibility**

The Managing Director accepts overall responsibility for all matters, including those regarding health, safety and welfare.

## **20.3 Managerial Responsibility**

Management's role will be to implement through supervision the health and safety policies of the Company. Managers must monitor the workplace to ensure that safe conditions are maintained. Where risks are identified the manager must ensure that these are rectified, so far as is reasonably practicable.

Management Responsibilities include the following :

- Discuss and agree the health and safety policy of the Company.
- Monitor health and safety performance and ensure that corrective action is taken in the event of unsatisfactory performance.
- Set overall health and safety standards on the advice of specialists employed by the Company.
- Review and inspect the section of the premises under their supervision to eliminate unsafe conditions or to initiate corrective action.
- Ensure that particular health and safety regulations are observed, eg the use of safety equipment, the wearing of protective clothing, the handling of dangerous substances, and the avoidance of unsafe practices generally.
- In the event of an incident, take any immediate action necessary to deal with the situation.
- Interpret the policies of the Company to supervisors and ensure they are understood and implemented effectively.
- Investigate all accidents leading to injury, damage or loss
- Recommend improvements or changes required, to eliminate hazards and remove the cause of accidents and potential accidents.
- Review reports and statistics and investigate adverse results prior to taking corrective action.
- Stimulate interest and awareness in health and safety by discussions with individuals and groups of employees. Ie committees
- Take part in all investigations of hazards and accidents as required.
- Work with health and safety consultants in reviewing, inspecting, and improving work systems with the object of improving health and safety performance.

## **20.4 Employees Responsibilities**

Although individual employees have a duty to look after their own health and safety, they are equally responsible for the health and safety of others, who may be affected by their behaviour at work.

Employees will:

- Assist directly or indirectly in the work of health and safety consultants.
- Carry out their work safely in the interests of other employees and themselves.
- Impart knowledge and experience on safe practices to other employees.
- Obey health and safety instructions, follow procedures and work systems, especially those concerning the use of machinery, protective clothing, handling potentially dangerous substances, and dealing with violence against staff.
- Report unsafe conditions to management so that corrective action can be taken.
- Co-operate with management on health and safety matters;
- Not interfere with anything provided to safeguard their health and safety;
- Take reasonable care of their own health and safety;
- Report all health and safety concerns to an appropriate person such as a Director, divisional manager, works manager or foreman

## **20.5 Arrangements**

The purpose of the arrangements is to show the way in which the general policy statement is put into effect in practice. Together with the organisation it shows how everyone is involved in accident prevention in order to recognise personal responsibilities.

- A system is in operation, which requires the reporting by employees of all accidents resulting in personal injury; this is followed by an investigation to determine the cause of the accident so as to remedy any faults.
- Arrangements exist for management to check new work equipment to ensure that all precautions are taken before it is used. Similarly management will check the use of new materials coming into stock, or for use in the Company, which may be hazardous, when used, if proper precautions are not taken. Arrangements exist for a file of material safety data sheets to be kept in the office for all materials, which in storage or use are irritant, toxic, corrosive or harmful.
- Good housekeeping is considered to be the foundation of our safety programme in which everyone must play a part this includes for the maintenance and cleanliness of offices, storerooms, washrooms, and toilets.
- Joint consultation on health and safety matters is achieved informally by employees raising points of concern with management, and formally by regular staff meetings where points of general concern can be raised and discussed.
- Maintenance of equipment on which personal safety depends is the responsibility of management and there are arrangements for:
  - Regular examination and testing of electrical apparatus and portable appliances, and the installation of electrical wiring by competent personnel.
  - Regular examination of ladders and steps.
- What to do in case of fire is covered by separate instructions posted on notice boards and as part of the induction pack;
- Written suggestions from employees, particularly on ideas which will improve the Company's health and safety programme, are welcomed, and should be addressed to Maxine Wild.

## **20.6 Health and Safety Assistance**

Competent persons have been appointed to assist us in meeting our health and safety obligations. These people will be given sufficient training and information to ensure that statutory provisions are met and that the safety policy is being adhered to.

The company recognises that there may be occasions when specialist advice is necessary. In these circumstances, the services of competent external advisors has been obtained.

Names, job titles and functions of these people are listed below :

Health and Safety Advisor :FECO Safety Services Ltd

Employee Safety Representative :Maxine Wild



## **20.7 Grievance Procedure For Health And Safety**

This procedure relates only to occupational health and safety problems, disputes or grievances.

- In the event of the above, employees should either orally or in writing refer the matter to the safety officer.
- After the investigation, the employee will be informed that either:
  - The Company does not consider the matter constitutes a grave risk to health or safety, and employees must resume normal working, or
  - The Company has so far as reasonably practicable eliminated the danger and employees must resume normal working, or
  - The Company will undertake further investigation and may, if necessary, obtain expert opinion. Employees will then be suspended on full pay or be transferred to alternative work whilst the investigation takes place.

Refusal to resume normal working when instructed will be a breach of Company discipline. The matter will then be dealt with under the Company's normal disciplinary procedure.

## **20.8 Disciplinary Action**

If employees contravene the provisions of the health and safety policy, whether or not in doing so they place the health and safety of themselves or others at risk, they will be disciplined and if appropriate, dismissed.

## **21 ENVIRONMENT**

The Company supports the growing awareness of the need to protect the environment. Employees must make every effort in supporting the Company by:

- Co-operating with any recycling systems for waste paper, printer toner cartridges etc.
- Planning journeys to minimise the fuel used on Company business.
- Turning down heating levels.
- Turning off computers, printers, and photocopiers.
- Turning off lights when not required.

These are just a few examples.

## **22 FIRE**

Employees must always be alert to the dangers of fire and each of us can help to minimise the risk of fire starting by:

- Fire doors must be unlocked and accessible at all times.
- Keeping fire doors closed.
- Keeping walkways and stairways clear at all times.
- Keeping your work place clean and tidy.
- Reporting any faults in fire protection equipment or faulty electrical office equipment.

Fire precautions are posted in the premises and it is in employees' interests to familiarise themselves with the action to be taken in an emergency, so that they may act quickly and confidently should a fire occur.

Employees should familiarise themselves with the following:

- Assembly points
- Fire instructions.
- Siting of fire hoses and fire extinguishing equipment.
- The position of emergency exits.

Adherence to the procedure for evacuating the Company’s premises must be followed and fire drills, in which employees must participate, will be held on a regular basis.

**22.1 Fire Marshals :**

Fire Marshals are as follows:

- Vivien Simmons
- Mihaela Mladin
- Dean Pickup
- David Ashley
- Andy Howarth

**22.2 Procedure**

Upon discovering a fire, no matter how small, the following are the guidelines to adopt:

- 1 Raise the alarm.
- 2 Break glass at nearest alarm point.
- 3 Try to extinguish the fire if it is small enough, safe to do so, and you know how, using the nearest appropriate extinguisher.
- 4 If in any doubt call the Fire Brigade IMMEDIATELY
- 5 On hearing the fire alarm assist any visitors to evacuate the building ensuring no one is left behind. Leave by the nearest fire exit and REMEMBER:
  - Close all doors and windows as you go to prevent fire and smoke spreading.
  - Do not stop to collect personal belongings.
  - Do not panic or run.
  - Do not walk through the building to get to the nearest assembly point - take the nearest exit and go round the building.
- 6 Once Employees Have Left The Building, you must assemble at the designated area so that management can check that employees and all other persons are safe.
- 7 Employees must not re-enter the building until instructed to do so by management or the fire officer.

**22.3 Which Extinguisher For Which Type Of Fire?**

TYPE OF EXTINGUISHER	COLOUR OF LABEL	TYPE OF FIRE
CARBON DIOXIDE GAS	Black	Electrical fires Flammable gasses Flammable liquids
FOAM	White/Cream	Flammable liquids
POWDER	Blue	Any type of fire
WATER	Red	Fabric Paper Textile Wood

**22.4 Tips for Dealing With A Fire**

- If a person's clothing is on fire, use a fire-blanket, rug or other similar article and wrap it around the person. The person should be laid on the ground to prevent flames reaching the head.
- If electrical fittings are involved in a fire, be sure that the current is switched off before they are touched or the fire dealt with.
- Shut the doors and windows of the room in which a fire is discovered to reduce the risk of fire spreading, if it is safe to do so.

## 23 FIRST AID

The company will maintain suitable numbers of first aid personnel to deal with minor accidents and emergencies at the workplace. These personnel will have sufficient training.

First Aiders :

Anthony Jervis- 5750

John Whittle- CCTV

Karl Elliot- CCTV

Graham Greenwood- Engineering

William Barr- Engineering

Ashley Hodgkinson- Laser

Dean Riley- Laser

Michael Haslam- Laser

Mihaela Mladin- Quality

Colin Street- Sherburn

John Simon- Sherburn

Lee Bibby- WEC Jet

Anthony Murphy- 5750

Craig Emery- CCTV

Paul Harrison- Engineering

Adrian Radcliffe- Engineering

Graham Hague- Engineering

Simon Bimson- Laser

Kevin Smith- Laser

Craig Baldwin- Sherburn

### 23.1 Accident Reporting Procedure

Every accident whilst at work, no matter how small, should be entered in the Accident Report Book so that the Company has a record of where and when the accident occurred. The Company can then investigate why the accident occurred and ensure that it will not happen again.

If an employee has an accident this is the procedure for reporting and dealing with the accident.

- In the event of an accident causing injury, employees must ensure that the injured person is being cared for and send immediately for a supervisor/first-aider.
- **Do not move the injured person.**
- Report the full details to enable the incident to be recorded in the accident book. The accident book will be regularly inspected and the accident reported to the inspecting authority as and when necessary.
- Any "near miss" incident that occurs should also be reported.
- All accidents will be investigated. A report will be made to ensure that necessary action is taken to prevent recurrence.

## 24 SMOKING POLICY

### 24.1 Aims of the Policy

WEC Group Ltd acknowledges that second hand tobacco smoke is both a public and work place health hazard and have therefore adopted this no smoking policy

The policy seeks:

- To protect the health of employees, customers and visitors
- Guarantee the right of non-smokers to breathe in air free from tobacco smoke
- To comply with Health & Safety Legislation and Employment Law
- Inform staff and managers of their responsibilities in respect of the Policy
- Support smokers in helping them cope with increased restrictions on them smoking during the working day
- Promote the culture of a smoke free organisation

## **24.2 Restrictions on Smoking**

**Smoking is not permitted in any part of the premises, grounds or entrances at any time, by any person regardless of their status or business with the company**

**This Smoking Policy also applies to the use of electronic cigarettes. The use of electronic cigarettes is prohibited wherever smoking is prohibited.**

Such spaces include: receptions, offices, shop floor, corridors, toilets, cloakrooms and canteens  
Smoking will **not** be tolerated at the entrances or exits to company grounds

## **24.3 Employees**

Are only permitted to smoke whilst off duty i.e. in official break times and are only permitted to smoke out of company grounds / premises i.e. : away from the company entrance or in their own private vehicles

## **24.4 Visitors**

All visitors, contractors and deliveries are required to abide by the no smoking policy.  
Staff members are expected to inform customers or visitors of the no smoking policy. However they are not expected to enter into any confrontation which may put their personal safety at risk.

## **24.5 Vehicles**

Smoking is not permitted in company vehicles.

## **24.6 Support for smokers**

Information on stopping smoking can be obtained from the NHS Smoking Helpline - telephone 0800 169 0 169 or [www.givingupsmoking.co.uk](http://www.givingupsmoking.co.uk).  
The helpline can offer advice and support on stopping smoking

## **24.7 Implementation of the Policy**

Employees are personally responsible for complying with this Policy.

Responsibility for implementing this Policy rests with the management.  
To ensure that everyone understands that smoking is not permitted on the premises, grounds or entrances clear signs will be displayed.

## **24.8 Disciplinary Action**

Any member of staff refusing to observe the Policy by smoking in unauthorised areas will be liable to Disciplinary Action in accordance with the Company's Disciplinary rules.

In the event of a breach of the Policy by a visitor they should be asked to extinguish all smoking materials. If they continue to smoke the matter should be referred to the appropriate manager.

## **24.9 Monitoring and Reviewing**

This Policy will be reviewed annually to ensure that it continues to meet the required aims.  
The NO SMOKING co-ordinator is **Maxine Wild** who can be contacted in person, by telephone through reception or at [max@wecl.co.uk](mailto:max@wecl.co.uk)

## **25 ALCOHOL AND DRUGS POLICY**

### **1.0 Policy**

Alcohol and drug misuse or abuse can be a serious problem within the workplace. Employees who drink excessively or take unlawful drugs are more likely to work inefficiently, be absent from work, have work accidents and endanger their colleagues. The company has a duty to protect the health, safety and welfare of all its employees. In relation to drugs, these rules apply to those that are unlawful under the criminal law and not to prescribed medication.

1.1 No alcohol or drugs must be brought onto, consumed or sold on company premises at any time. Staff must never drink alcohol or take drugs if they are required to drive private or company vehicles on company business. Staff must also not drink alcohol or take drugs when they are on operational standby or on call.

1.2 Employees representing the company at business/client functions or conferences or attending company organised social events outside normal working hours are expected to be moderate if drinking alcohol and to take specific action to ensure they are well within the legal limits if they are driving. They are prohibited from taking drugs on these occasions.

1.3 Social drinking after normal working hours and away from the company's premises is, of course, generally a personal matter and does not directly concern the company. The company's concern only arises when, because of the pattern or amount of drink involved, the employee's attendance, work performance or conduct at work deteriorates.

1.4 A breach of these provisions is a disciplinary offence and will be dealt with in accordance with the company's disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct and could result in the employee's summary dismissal.

1.5 If an employee is found under the influence of alcohol whilst at work, there could be serious health and safety consequences. The same applies to being under the influence of drugs. Incapacity or misconduct caused by an excess of alcohol or drugs at work is a gross misconduct offence under the company's disciplinary procedure and the employee is therefore liable to be summarily dismissed. This also applies to any employee believed to be buying or selling drugs or in possession of or taking drugs on the

company's premises.

1.6 The company reserves the right in any of these circumstances to arrange for the employee to be escorted from the company's premises immediately and sent home without pay for the rest of the day or shift.

### **Alcohol and drug testing**

1.7 On the grounds of protecting health and safety and only where necessary to achieve a legitimate business aim, the company reserves the right to carry out random alcohol and drug screening tests on those employees in the workplace whose activities and job duties have a significant impact on the health and safety of others.

1.8 All employees who are Personal Track Safety (PTS) approved will have an alcohol and drug screening test in accordance with the Rail Safety Procedure- WEC Rail 001.

1.9 If an employee receives a positive test result, this will be viewed as a gross misconduct offence and renders the employee liable to summary dismissal in accordance with the company's disciplinary procedure. Unreasonable refusal to submit to an alcohol or drug-screening test will also be dealt with through the disciplinary procedure.

## **26 VISITORS AND TELEPHONES**

### **26.1 Visitors**

For safety and security employees are not allowed to bring personal visitors onto the Company's premises at any time without the prior permission of a director.

Employees are not allowed to enter any part of the Company's premises outside of their normal working hours without permission of the Company.

### **26.2 Telephone Calls**

Telephones are provided for essential aspects of the business. Personal telephone calls are allowed only in the case of emergency, and with the prior permission of management.

Employees are paid to work for our business and, therefore, should discourage friends and relatives from either calling in person, or by telephone, except in a case of emergency.

### **26.3 Personal Mobile Telephones**

Personal mobile telephones must be switched off and not used during working hours.

### **26.4 Company Mobile Telephones And Interactive Communication Devices**

Employees who are issued with a Company mobile telephone must not use the telephone whilst their vehicle is in motion unless it has a hands-free facility. A hand-held mobile telephone consisting of a wire and an earpiece by itself does not constitute a hands-free facility, and therefore, an employee must not use such a device whilst driving.

Drivers must also not use a hand-held mobile telephone whilst they are stopped at traffic lights, in a traffic jam or during any other hold-up but to return the call when they are safely parked when the engine of their

motor vehicle is switched off. Drivers who fail to adhere to these rules risk prosecution, as they are legal requirements.

## **26.5 Listening to music policy**

Employees are not permitted to listen to music at work without the Company's prior permission. This includes music transmitted through radios, websites, apps and personal audio, video players and other mobile phones or devices and it applies regardless of whether the employee is using personal headphones or earphones.

Listening to music may not only be a distraction but also it looks unprofessional, makes it difficult to interact with colleagues on work matters and can present a health and safety risk in the workplace.

## **27 INFORMATION TECHNOLOGY**

Information technology plays an ever-increasing part of the Company's systems and operations. Employees must be aware of and understand the Company's security policy relating to computer operations and information technology.

Company information technology is a business tool to be used for work purposes only and will be monitored. Unauthorised use of Company information technology for electronic communications could result in summary dismissal.

The following must be adhered to:

- Computer games must not be used during working hours.
- Employees are forbidden to copy any programmes, files, data of any kind, or remove any of them from the Company's premises.
- Employees must log-off when they are not using their computer or leave their workstation.
- Employees must not disclose the relevant modem telephone number to unauthorised personnel.
- Employees must not install unauthorised programmes without prior approval from a director. This is to prevent viruses entering the Company's computer system and to ensure the Company is not using unlicensed software.
- Employees must only access information that they are entitled to have access to, ie information necessary for them to complete their job of work.
- Employees who are issued with a password must not divulge their password to unauthorised personnel.
- Imported files or e-mails must be scanned for viruses before being opened.
- Use of Company information technology for e-mails and access to the Internet, for whatever reason, is only allowed with prior authorisation from management.

A non exhaustive list of examples of actions considered acts of gross misconduct that could lead to summary dismissal are as follows:

- Attempting or completing unauthorised modifications to any computer system.
- Copying any unauthorised information from Company systems, from discs or tapes belonging to the Company, or belonging to any third party with which the Company has dealings.
- Deliberately entering false data into the system with the intention of providing the employer with unreliable information.
- Deliberately using an unauthorised password in order to enter, or attempt to enter a computer known to contain information to which the employee is not entitled.
- Distributing a computer disc to any third party without first having checked that the disc is virus-free and that licence conditions permit distribution.
- Introducing a virus into the computer system.
- Sending sexist, racist, defamatory, obscene, indecent, or abusive messages either internally or externally.
- Serious data loss as a result of an employee's negligence, wilful or otherwise.

- Unauthorised access into the computer system containing confidential information.
- Using a Company computer to view, download, copy, or send pornographic material or other material which others may find offensive.

### **27.1 Ordering Via E-Mail**

Employees are not allowed to order anything on the Company's behalf by e-mail without proper authorisation. Employees should always bear in mind that e-mails from the Company have the same legal effect as a letter from the Company on the Company's notepaper. This underlines the importance of being careful with what an employee might say in an e-mail in case it is misunderstood.

All e-mails must contain the Company's standard footer that will be notified to employees from time to time.

Employees are **not** allowed to use e-mails for personal business.

### **27.2 Confidentiality**

Before sending any confidential information by e-mail employees should consider carefully whether appropriate steps have been taken to maintain such confidentiality. Electronic mail is not inherently a more secure medium of communication than traditional means, and can be easily copied, forwarded and archived.

Sensitive, confidential, or personal information should **not** be sent via the Internet because it is not adequately equipped to protect such data. In general, communication with customers involving commitments should be through more secure channels.

### **27.3 Access And Monitoring**

The Company reserve the right to override passwords, to access and monitor (with or without notice) at its discretion any use of its computer system or other Company facilities, any transmission and information stored or transmitted on its computer system.

Employees must inform management of all computer passwords and must not change these subsequently without prior management authority.

All materials on the computer system are the property of the Company, which reserve the right to view and erase any programmes (including games), electronic messages or data files of a personal nature on the computer system.

The Company for business purposes may monitor electronic e-mail and Internet usage. Please note any personal e-mails etc may be viewed under this process.

### **27.4 Breaches Of Policy And Procedure**

If an employee suspects that a fellow employee (of whatever seniority) is abusing the computer system the employee may speak in confidence to a director. Employees are responsible for any actions that are taken against the Company by a third party arising from restricted and/or offensive material being displayed or sent by employees on the Company's computer system.



## **27.5 Data Protection**

Employees having access to personal data must bear in mind at all times the provisions of the Data Protection Acts 1984 and 1998.

## **27.6 Customers' Procedures**

Employees must observe the customer's rules relating to computers if they work at a customer's premises. In the absence of any such rules, the Company's own rules should be followed.

## **28 SOCIAL MEDIA POLICY**

### **Introduction**

We recognise that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, Twitter, LinkedIn and blogs. WEC's strategy is to use these forms of social media not only to attract new employees but also in how we update customers and employees. It is important however to highlight employees' use of social media can pose risks to our confidential and proprietary information, and reputation, and can jeopardise our compliance with legal obligations.

To minimise these risks, to avoid loss of productivity and to ensure that our IT resources and communications systems are used only for appropriate business purposes, we expect employees to adhere to this policy.

This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Wikipedia, all other social networking sites, and all other internet postings, including blogs. It does not form part of any employee's contract of employment and it may be amended at any time.

This policy applies to the use of social media for both business and personal purposes, whether during office hours or otherwise and regardless of whether the social media is accessed using the Company's IT facilities and equipment or equipment belonging to members of staff.

### **Gaining Permission to Use Social Media Sites for Work Purposes**

You must obtain advance permission from a Director to use social media sites for work purposes.

### **Using Social Media Sites for Work Purposes**

If you are given permission to use social media sites for work purposes:

1) you must only do so for the following reasons:

- To promote the Company brand
- To promote the Company's products and services
- For networking with the Company's suppliers, customers, potential customers and the general public
- For networking with potential employees for recruitment purposes
- For reasonable periods of your working day. Your manager will clarify what is 'reasonable usage' in the circumstances.

2) You must only use social media sites in a manner that:

- Is responsible and consistent with Company policies
- Demonstrates respect for other users
- Does not conflict with your ability to perform your normal tasks and duties to a satisfactory standard
- Does not cause offence or is deemed likely to cause offence, to any of the Company's employees, suppliers, customers, competitors or the general public
- Is consistent with your position in the Company
- Maintains Company confidentiality
- Observes copyright, patent laws and trade mark laws
- Does not exceed your authority within the Company
- Is not likely to bring the Company its employees or Directors or the Company brand into disrepute

3) You should always:

- Keep your manager informed and seek permission for using any social media accounts for work purposes
- Follow Company guidelines as to how to represent yourself and the Company brand
- Obtain permission to post images of the Company logo
- Obtain permission to post references to the Company name
- Close accounts that become inactive
- Report any inappropriate posts to your manager
- Report any content posted by third parties which could be construed as damaging to the Company, the Company brand, its employees, Directors, products or services.

### **Using Social Media Sites for Personal / Leisure Purposes**

Personal use of social media is never permitted during working time or by means of the Company's computers, networks and other IT resources and communications systems unless accessed during break times.

When using social media sites for leisure purposes, whether in work time or in your own personal time, you should use them responsibly and this includes:

- Considering your comments carefully before posting these messages which can be read by many, including colleagues and in particular customers, although you may feel that such comments posted are your own personal opinions- these may be construed by others as opinions representative of the Company. More so, if disrespectful comments are posted on newsfeeds relating to colleagues or Management of WEC, then it is inevitable that such matters will spill over into the workplace causing not only friction but time wasting
- Treating Company employees, suppliers, customers, competitors and their brands with respect
- Ensuring that any content which in any way relates to your work is appropriate in terms of your role and in line with this and other company policies

- Reporting any breach or suspected breach of this policy to a senior manager or director
- Reporting any content posted by third parties if you think could be construed as damaging to the Company, the Company brand, its employees, directors, products or services

All employees are responsible for the content which they post on social media sites whether for work or leisure purposes.

Employees may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

### **Monitoring**

The contents of the Company's IT resources and communications systems are our property. Therefore, employees should have no expectation of privacy in any message, files, data, document, facsimile, telephone conversation, social media post conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on our electronic information and communications systems.

The Company reserves the right to monitor, intercept and review, without further notice, staff activities using its IT resources and communications systems, including but not limited to social media postings and activities, to ensure that its rules are being complied with and for legitimate business purposes. We may store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice.

The Company also reserves the right to monitor any other social media site activity from time to time to ensure compliance with this policy.

The Company will investigate reports of suspected abuse of this policy with the use of random and/or specific targeted monitoring depending on the circumstances of the case.

[By your acknowledgement of this policy, you consent to such monitoring and your use of such resources and systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings and log-ins.]

### **Breach of this Policy**

Where matters give rise to an alleged breach of this policy, the case will be dealt with under the Company's disciplinary policy and may be classed as misconduct or gross misconduct depending on the circumstances of the case, for example (not exhaustive) if such content:

- Causes offence or is deemed likely to cause offence to any of the Company's employees, Directors, suppliers, customers, competitors or the general public
- Is deemed inappropriate in terms of your role within the Company
- Is likely to bring the Company and/or its brand into disrepute
- Is likely to bring Company employees or Directors into disrepute
- Breaches our policy on confidentiality
- Breaches copyright, patent or trade mark laws

Breaches of this policy may result in disciplinary action including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours, and regardless of whether our equipment or facilities are used for the purpose of committing the breach.

Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.

**If you have any questions about this policy or are unsure what type of activity may cause a breach of this policy you should immediately stop using social media sites and seek clarification from your line manager or a Director.**

## **28.1 PR POLICY**

**Always Inform our Marketing & PR department** whenever you're asked to share any information with a local news outlet or specialist magazine. No "on the record" statements should be released without prior agreement from Marketing and Senior Management.

**Avoid sharing confidential information or intellectual property** (like photographs of jobs in the factory) with third parties or on a personal social media account without approval from the marketing team and the customers. If in doubt, please always check with the Marketing Team

Some employees may at times be asked to represent our company at official events or speak on our company's behalf. Please remember to **Always avoid speaking on matters outside your field of expertise**. Everyone should be careful not to answer questions or make statements that fall under somebody else's responsibility, or make inaccurate statements.

We may have to take disciplinary action if employees do not follow this policy's guidelines. Examples of non-conformity with the PR policy include but are not limited to:

- Making statements without prior authorisation from Marketing and the Managing Director
- Disclosing confidential or sensitive information
- Portraying the company in a bad light
- Making unsubstantiated or erroneous statements

## **29 MAIL AND POSTAGE**

All mail received by the Company will be opened including that addressed to individuals irrespective of whether it is addressed as private and confidential. Private mail, therefore, should not be sent care of the Company address.

The use of employer-paid postage for personal correspondence is not permitted

## **30 BUYING OR SELLING GOODS**

Employees are paid to work for our business, and are not allowed to buy or sell goods on their own behalf on Company premises or in Company time.

## **31 EMPLOYEES' COLLECTIONS**

Employees are reminded that, unless a supervisor gives specific authorisation, no collections of any type are allowed on our premises.

## **32 POLITICAL AND RELIGIOUS ACTIVITIES**

The Company has no political or religious bias, and is not prepared to allow any political or religious activities on our premises.

## **33 TRADE UNION**

The Company recognises an employee's right either to join or not to join a trade union of their choice. The Company, however, has no recognition agreement with any trade union and as a result no paid trade union officials will be allowed on Company premises.

## **34 HOUSEKEEPING**

Employees are expected to keep their work area clean and tidy at all times.

## **35 STANDARDS OF DRESS**

### **35.1 Guidelines Of Good Practice**

As the Company is in the public eye and deals with our clients on a regular basis the way we look is important. The Company reserve the right to ask employees to refrain from any styles of dress that may be/is inappropriate or detrimental to the Company's image. All members of staff should be clean and neat and their mode of dress should be businesslike or be appropriate for the job described on their job description.

Avoid eating in view of the public or visitors, as this may seem offensive.

### **35.2 Uniform And/Or Protective Clothing**

If an employee has been given a Company uniform or name badge they must be worn at all times during working hours. Once issued these are the employee's responsibility and must be replaced at the employee's own expense if lost or damaged through negligence. All issued clothing must be kept in a clean and tidy condition.

Protective clothing, high visibility clothing, footwear, eye protection and other items that are issued for an employee's protection must be worn at all appropriate times. Failure to do so could contravene the Health and Safety at Work Act 1974.

### **35.3 Personal Hygiene**

A high level of personal hygiene must be observed at all times.

For their own good health and the health of their colleagues employees must also ensure they wash their hands thoroughly after using toilet facilities.

### **35.4 Hair, Jewellery, And Make-Up**

Hair must be kept neat and tidy and unnatural hair colourings will not be permitted. Unconventional accessories such as male earrings, nose rings, badges conveying messages, or other eccentric jewellery or accessories will not be worn. Make-up if worn should be tasteful and discreet.

## **36 BEHAVIOUR AND CONDUCT**

It is important that employees are clean and well presented for work. Do remember that customers come first and expect to be welcomed with a smile and treated with politeness, no matter how they treat you. Never get into arguments with customers and never answer rudeness with rudeness. Do not hesitate to ask management for help if a customer gets difficult. Unruly or disorderly behaviour or bad language will not be tolerated from staff and will render an employee liable to disciplinary action.

### **36.1 Behaviour At Work**

- All employees should behave with civility towards fellow employees and no rudeness will be permitted towards customers or members of the public. Objectionable or insulting behaviour, or bad language, could render an employee liable to disciplinary action.
- All employees shall use their best endeavours to promote the interests of the Company and shall, during their normal working hours, devote the whole of their time, attention and abilities to its business and affairs.
- Any involvement in activities, which could be construed as being in competition with the Company, is forbidden and could be considered to be gross misconduct.
- An employee shall not, during or after the termination of their employment, disclose to any person whomsoever, any confidential information regarding the Company, its business or trade secrets.
- All reasonable instructions from an employee's supervisor are to be obeyed.
- Incapacity at work, or poor performance at work due to the taking of intoxicants or drugs, (other than medically prescribed) will be treated as a serious breach of the rules.

### **36.2 Behaviour Outside Working Hours**

Because the business demands employees of the highest integrity the Company has a right to expect employees to maintain these standards outside working hours.

Activities which result in adverse publicity to the Company, or which cause it to lose faith in the integrity of a particular individual, may give the Company grounds for dismissal.

## **37 PERSONAL PROPERTY**

Employees must take care of their personal belongings or clothing. The Company does not have an insurance policy to cover the loss or damage to employees' property whilst at work. This also applies to cars, bicycles etc, which are parked on Company premises at owners' risk.

It is in employees' best interests to ensure their own personal insurance policy covers any personal belongings taken to work.

### **37.1 Lost property**

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

## **38 SECURITY**

It is obviously in all our interests to pay close attention to security of the Company's property and personal belongings.

### **38.1 General Advice**

Employees should be mindful of the need for vigilance in the field of security, both in terms of their own property and that of the Company. The following advice should be carefully studied and implemented by all employees:

- Always keep money in a safe place, do not leave cash in unlocked drawers.
- Be careful with keys, they could fall into the wrong hands.
- Employees allocated the use of a Company vehicle should not leave valuables in view or keep them permanently in the vehicle.
- Employees must not attempt to move suspicious packages; just try to keep the area clear of people.
- Employees must report any suspicions, however trivial, to management.
- Employees should never leave handbags on desks or wallets in coat pockets in their absence from their desk or office.
- It is important to fasten windows and lock doors and leave the office/site cabin secure.
- Look out for 'strangers' wandering in the building or on site, if in doubt bring them to the attention of the works manager or foreman

### **38.2 Rights Of Search**

The Company has the right to carry out random checks on the identity, person and property (including vehicles) of employees at any time whilst they are on the Company's premises or business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.

Employees may be asked to remove the contents of their pockets, bags, vehicles etc.

Employees have the right to refuse to be searched, however, refusal may be considered a breach of contract and could result in their dismissal.

## **39 COMPANY VEHICLES**

### **39.1 Authority to Drive Company Vehicles**

Employees **must** be in possession of a current driving licence and have the Company's authority, to drive one of the Company's vehicles.

Any Manager giving an employee the authority to drive a company vehicle **must** make the appropriate checks in to the suitability of the employee to drive the vehicle specified.

If at any time an employee's licence is endorsed, or they are disqualified from driving, the Company must be informed **immediately**. It is an employee's responsibility to see that the Company vehicle is not used by anyone other than authorised Company employees. Special permission must be obtained from a director for the vehicle to be used by any other driver not falling into this category.

### **39.2 Fixtures, Fittings And Modifications**

No fixtures such as aerials, roof racks, towing apparatus or stickers may be attached to a Company vehicle.

No change or alterations may be made to the mechanical or structural specification of the vehicle as delivered to us.

### **39.3Warranty**

All warranty work must be reported to your divisional manager prior to it being carried out.

### **39.4Cleaning And Maintenance**

When a vehicle has been allocated to an employee, it is their responsibility to keep it clean and to ensure that the vehicle is regularly serviced in accordance with the requirements laid down by the manufacturers, and as specified in the maintenance book of the particular model of vehicle.

The Company must approve any other maintenance or repair work, or replacement of parts, including tyres, in advance. Reimbursement will only be made against production of an authorisation form. Full details of the work required and the cost involved must be given.

### **39.5Fuel and Oil**

In addition to keeping the vehicle regularly serviced, it is an employee's responsibility to see that the oil, water, battery, brake and clutch fluid levels and tyre pressures are kept constantly in the correct state. The tread of all tyres must conform to the minimum legal requirements.

The Company we will only reimburse employees for petrol and oil used on Company business. Claims must be submitted appropriate sheets, signed by the employee and accompanied by receipted VAT bills.

### **39.6Fines**

We cannot, under any circumstances, accept responsibility for parking, speeding or other fines incurred by you.

### **39.7Insurance**

For security reasons the Company keep insurance certificates. Copies can be obtained from the Company if necessary.

### **39.8 Loss**

Employees should note particularly that the Company only insures Company property, and they should make their own arrangements to cover personal effects kept in a Company vehicle.

All Company vehicles should be kept locked when not in use and the contents should be stored out of sight, preferably in the boot if it is a car. If a vehicle is stolen the Company are required to prove to the insurance company that there has been no negligence and, therefore, we must hold employees responsible in the event of such negligence.

### **39.9 Personal Liability For Damage To Vehicles**

Where any damage to one of our vehicles is due to negligence or lack of care, the Company will reserve the right to insist on employees rectifying the damage at their own expense, or paying the excess part of any claim on the insurers. Repeated instances may result in the use of the vehicle being withdrawn and disciplinary action being taken.

### **39.10 Travel Overseas**



No vehicles of the Company may be taken out of the country without permission the managing Director.

### **39.11 Priority Use**

The Company reserve the right to take back any vehicle at any time should an occasion arise where the Company has an imperative need for the vehicle.

### **39.12 Restrictions on use**

Although with prior permission from a Director, a non commercial Company vehicle may be used for private use outside working hours, the main reason for providing a Company vehicle is for the purpose of work. During working hours all Company vehicles must be available for use by an authorised driver conducting Company business.

Employees may be required to return their Company vehicle if they are not driving for work purposes for a period of two or more weeks eg unauthorised absence, holidays, long term sickness etc

Commercial Vehicles are to be used for business purposes only. Private use of these vehicles is strictly prohibited

### **39.13 Own Vehicle**

Employees may only use their own vehicles for travelling on the Company's business when their manager has given prior approval. When employees have been authorised to use their own vehicles, a mileage rate will be paid, details of which are available from the accounts department.

### **39.14 Use Of Vehicle During Notice Period**

Regular nominated drivers who are not required to work out their notice period will cease to have the use of a Company vehicle on the date that their employment terminates. Regular nominated drivers who are required to work out their notice period will only be allowed to use a Company vehicle on Company business within the UK and must surrender the vehicle on the date that they cease to be an employee of the Company.

### **39.15 Accidents involving Company Vehicles**

When a Company vehicle is involved in an accident, is damaged or stolen you must inform your divisional manager, works manager or foreman

An accident report form must be completed within 24 hours which can then be forwarded to the insurers

A detailed sketch must be provided showing the relative position of the vehicle before and after the accident, together with details of the roads in the vicinity, eg whether they are major or minor roads and as many relevant measurements as possible.

If the Company vehicle is not drivable the employee must contact the Company's office whereupon arrangements will be made for the vehicle to be towed to a garage where the vehicle may be inspected; this must also be stated on the claim form.

The Company will give employees the necessary authority. An estimate of the repairs required to be carried out, showing details and cost of both labour and materials, must be obtained and sent to the Company as soon as possible. Employees should not under any circumstances express any opinion one way or the other on the degree of responsibility for any accident.

### **39.16 Damage Or Injury**

If employees are involved in accidents that cause any of the following:

- Damage to another vehicle
- Damage to property
- Injury to a person or notifiable animal

they are required to give:

- Their name
- Address
- Registration number of the vehicle
- The name of the Company and its telephone number

to any person having reasonable grounds for requiring such information. The Company will provide its insurance details. **It is important that employees give no further information. Never accept responsibility at the scene of an incident or accident.** In the case of an incident involving injury to another person or to notifiable animals, employees are responsible for notifying the police of the occurrence and must produce their insurance certificate to the police constable attending the accident, or any other person having reasonable grounds for seeing it. Accidents must be reported to a police station or to a police constable **within twenty-four (24) hours**. If employees are not able to produce the certificate at the time, they must, in any event, produce it in person within five (5) days after the accident, to such police station as may be specified at the time of reporting the accident in the first place.

### **39.17 Health & eye sight**

Employees **must** ensure they are sufficiently fit and healthy to drive. They must not put themselves or others at risk while driving in an unfit state. Any driver who requires glasses or contact lenses to aid vision must be wearing them while driving. All members of staff are reminded they must be able to satisfy the eyesight requirements set out in the Highway Code.

### **39.18 Safe Driving & the Highway Code**

Employees **must** drive in a safe and responsible manor at all times. They must observe speed limits, road traffic signs and comply with the rules of the road as laid out in the Highway Code. Should you be found guilty of exceeding any speed limits then the company has no alternative but to provide the police with your details. Please note that any penalties incurred for speeding whether it be points or a fine will be attributable to the driver personally, in the case of a fine the same will not be paid for by the company.

### **39.19 Company Image**

Employees are asked to remember they are a vital link in our on-going customer relations. Vehicles should be clean and tidy at all times and ensure you are always polite and courteous with other road users, especially in the case of vehicles in the company livery.

### **39.20 HGV vehicles**

Any employee driving a company HGV vehicle **must** be in possession of the appropriate driving licence category. They must follow the systems in place regarding compliance with the conditions of our Operator's Licence. Daily vehicle checks must be completed and a written record completed. The legislation regarding Tachograph and European driver's hours rules must be followed.

## **40 COMPANY EQUIPMENT**

If a Company vehicle, mobile telephone, computer or any other item of equipment is issued to an employee, it is imperative that the equipment whatever it may be is looked after in a manner to ensure that the said equipment is kept in a first class condition. All equipment handed back when required to do so must be in a good and serviceable condition.

It is to be reminded that any item handed out to an employee is for the purpose of helping them to complete their job in their capacity for the Company. It is Company property and must be returned in a proper and fit state, all effort must be made to protect the said property from damage and theft.

Company mobile telephones should be primarily used for business and personal calls limited to emergency use only. The Company may require reimbursement for any personal calls.

#### **40.1 Restrictions On Use**

Although the Company may provide Company vehicles, mobile telephones, computers and/or any other issued equipment the main reason for providing them is for the purposes of work. Employees may be required to return all Company property if it is not being used for work purposes for a period of two (2) or more weeks, ie employees who are absent due to holidays, sickness, etc.

#### **40.2 Termination Of Contract**

Should an employee leave or be dismissed it is the employee's responsibility to return **all** Company equipment including the Company vehicle **to their divisional manager** immediately notice is given or received.

Where appropriate the Company will pay the P11D value of the Company vehicle for any remaining notice period.

#### **41 EXPENSES**

The Company recognises that few people enjoy staying away from home for long periods of time and that it is right and proper that people who are required to do so in the course of their duties should be suitably accommodated, in reasonable surroundings.

However, to ensure that expenses are kept under control, it is important that the guidelines laid down are adhered to, details of which are available from the accounts department on request. In all cases payment will only be made on presentation of a valid VAT receipt for food and drink actually consumed by the employee. However a cash float maybe made available prior to any trip away.

#### **42 GIFTS AND ENTERTAINMENT**

Any such incentives offered by suppliers must be reported immediately to a Director and are regarded as the property of the Company.

The entertainment of clients is not permitted without prior approval from a director.

#### **43 ANTI-BRIBERY AND CORRUPTION POLICY**

It is WEC's policy to conduct all of its business in an honest and ethical manner. WEC takes a zero-tolerance approach to bribery and corruption and is committed to acting professionally, fairly and with integrity in all of its business dealings and relationships wherever it operates and implementing and enforcing effective systems to counter bribery.

WEC will uphold all applicable laws relevant to countering bribery and corruption, including the Bribery Act 2010.

It is widely accepted that bribery and corruption cause poverty and suffering and inhibit economic growth. Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if WEC is found to have taken part in corruption WEC could face an unlimited fine and face damage to its reputation. WEC therefore takes its legal responsibilities very seriously.

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for WEC or under WEC's control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

All workers are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage and WEC will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. WEC is committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future.

WEC has an adopted and enforces an Anti-Bribery and Corruption Code of Conduct which applies to all of its workers.

## **44 CONFIDENTIAL INFORMATION**

The nature of our business requires that confidential information is available to employees in order that they are able to perform their role in an effective manner. We therefore need to insist that, as an employee, and indefinitely after their employment ends they do not disclose to anyone, information that has become known to them during the course of their employment. (Obviously this does not include giving the information to other employees who require it for the proper performance of their duties).

The type of information we require employees not to disclose is that which relates to the business and performance of the Company, such as intellectual property, intellectual development, lists of customers, Company records, etc. The above is an example of the types of information and is certainly not exhaustive.

All employees are deemed to owe the Company a duty of 'faithful service', which means that they should not:

- Accept bribes
- Accept secret profits
- Be corrupt
- Cause the Company to lose confidence in them, eg by working part-time for a competitor.
- Make a profit out of information they acquire in their capacity as an employee or disclose confidential information relating to the Company's business.

Members of the Company working on sensitive information may be asked to sign a separate confidentiality clause.

### **44.1 Confidentiality**

- Without prejudice to employees' obligations arising by law during their employment or at any time thereafter, they shall not, except with the Company's prior written authority or under legal process use for their own purposes or disclose to any third party and shall use their best endeavours to prevent the publication or disclosure of any information relating to the Company's business, prospective business, technical processes, finances, designs, inventions, price lists or lists of customers and suppliers (both current and those who were customers or suppliers during the

previous two years) which comes into their possession by virtue of their employment, and which the Company regards, or could reasonably be expected to regard as confidential.

- All plans, programmes, designs, drawings, formulae, correspondence, specifications, price lists, lists of customers and suppliers and all other documents, papers and property which may have been made, or prepared by employees, or at their request, or have come into their possession or under their control in the course of their employment or which relate in any way to the business of the Company (including prospective business) or affairs or that of any customer, supplier, agent, distributor or sub-contractor shall as between the Company and them be deemed to be the Company's property and shall, together with all other documents, papers and property in their possession or under their control and belonging to the Company, be delivered up by them to the Company immediately upon the termination or expiration of the employment (or at any earlier time on demand) and they shall not without the Company's prior written consent retain any copy thereof.

#### **44.2 Intellectual Property Rights**

- If at any time whilst in the employment of the Company (whether or not whilst engaged in performance of their duties hereunder) employees shall discover make or conceive either alone or in conjunction with others any invention, improvement, prototype, mould, sketch, formula, specification, discovery, new concept or design which relates to any trade or business for the time being carried on by the Company to whom they are providing their services ("invention") they shall immediately communicate or explain in writing full particulars of the invention to the Company, whether they consider such invention to be, by virtue of Section 39 of the Patents Act or otherwise, their property or the property of the Company.
- Subject only to Section 39 of the Patents Act 1977, all copyrights, patent and other intellectual property rights in software, documents, reports, inventions or processes that might be written, devised, produced or discovered in performance of or incidental to the services to be rendered by them under this Agreement (and whether by them alone or jointly with the Company or its employees) shall belong to and be the absolute property of the Company unless otherwise agreed in writing between the parties. They shall also, at the request of the Company, execute all documents and do such things as the Company may in its sole discretion require in order to protect the title of the Company to all such intellectual property rights. They hereby waive all moral rights arising from any such original so far as they may lawfully do so in favour of the Company.
- Without prejudice to the generality of sub-clause 37.2 they hereby irrevocably authorise the Company to appoint some person to act in their stead to do all such things and execute all such documents, as may be necessary for or incidental to grant the Company the full benefit of this clause 37.2.

#### **44.3 Inventions/Improvements**

Any invention or software design employees may make or develop relating to, or ensuing out of their employment and any improvement in or modification or development of any of the Company's processes, designs, machines or other equipment shall belong to the Company. Employees will sign any document and perform any act reasonably required by the Company, but at the Company's expense apply for patents registered design or other similar forms of improvement, modification or development and assign the same to the Company or its nominees.

#### **45 DISCLOSURES IN THE PUBLIC INTEREST**

The Public Interest Disclosure Act 1998 protects workers who raise legitimate concerns about specified matters from being dismissed by the Company or from being subjected to detrimental treatment or victimised by either the Company or work colleagues as a result, provided certain criteria are met. The Act makes provision about the kinds of disclosure which may be protected, the circumstances in which such disclosures are protected and the persons who may be protected. This policy is intended to comply with the Act by encouraging you to make disclosures about fraud, misconduct, bribery or other wrongdoing to the Company, without fear of reprisal, so that problems can be identified, dealt with and resolved quickly.

The Company's policy is to support workers who raise protected disclosures. You must not victimise, subject to detrimental treatment or retaliate against a worker who has made a protected disclosure.

You are protected provided you reveal information of the right type (known as a 'qualifying disclosure') and you reveal that information to the right person and in the right way (known as making a 'protected disclosure').

### **Qualifying disclosures**

Certain kinds of disclosure qualify for protection. These are disclosures of information which you reasonably believe are made in the public interest and tend to show one or more of the following relevant failures is either happening now, took place in the past, or is likely to happen in the future:

- A criminal offence, including offences such as theft, fraud or acts of bribery.
- The breach of a legal obligation.
- A miscarriage of justice.
- A danger to the health and safety of any individual.
- Damage to the environment.
- Deliberate covering up of information tending to show any of the above five matters.

Only disclosures of information that fall within one or more of these six categories qualify for protection.

Your belief must be reasonable, but it need not be correct. It might be subsequently discovered that you were in fact wrong or mistaken in your belief, but you must show that it was a reasonable belief to hold in the circumstances at the time of disclosure.

You must also reasonably believe that your disclosure is made in the public interest. It will therefore not include disclosures which can properly be characterised as being of a personal rather than a wider public interest, for example a disclosure about a breach of the terms of your own contract of employment.

### **Protected disclosures**

For a qualifying disclosure to be a protected disclosure, you need to make it to the right person and in the right way. There are a number of methods by which you can make a protected disclosure, but the Company always encourages you to raise any disclosure internally in the first instance.

You are protected if you make a qualifying disclosure to either:

- The Company, or
- Where you reasonably believe that the relevant failure relates solely or mainly to the conduct of a person other than the Company or any other matter for which a person other than the Company has legal responsibility, to that other person.

You are encouraged to raise any qualifying disclosures that you may have by following the disclosure procedure set out below.

If, however, the concern relates to a breach of your own contract of employment, you should use the Company's grievance procedure instead as these types of disclosure are not made in the public interest and are therefore not covered by this policy (see the section on ***Grievance Procedure***).

### **The disclosure procedure**

This procedure applies to all permanent and temporary employees. In addition, third parties such as agency workers, consultants and contractors and any others who perform functions in relation to the Company are encouraged to use it.

If you wish to make a qualifying disclosure, you should following the following steps:

1. In the first instance, report the situation in writing to your line manager. If you do not wish to contact your line manager or you reasonably believe your line manager to be involved in the wrongdoing, you can instead contact an alternative manager or the HR Department.
2. Such disclosures should be made promptly so that investigation may proceed and any action taken expeditiously.
3. All qualifying disclosures will be treated seriously. The disclosure will be promptly investigated and, as part of the investigatory process, you will be interviewed and asked to provide a written witness statement setting out the nature and details of your disclosure and the basis for it. Confidentiality will be maintained during the investigatory process to the extent that this is practical and appropriate in the circumstances. However, in order to effectively investigate a disclosure, the Company must be able to determine the scope of the investigation and the individuals who should be informed of or interviewed about the disclosure. The Company reserves the right to arrange for another manager to conduct the investigation other than the manager with whom you raised the matter.
4. Once the investigation has been completed, you will be informed in writing of the outcome and the Company's conclusions and decision as soon as possible. The Company is committed to taking appropriate action with respect to all qualifying disclosures which are upheld.
5. You will not be penalised for raising a qualifying disclosure even if it is not upheld, unless your complaint was both untrue and made with malice.
6. Once the Company's conclusions have been finalised, any necessary action will be taken. This could include either reporting the matter to an appropriate external government department or regulatory agency and/or taking internal disciplinary action against relevant members of staff. If no action is to be taken, the reasons for this will be explained to you.
7. If, on conclusion of the above stages, you reasonably believe that appropriate action has not been taken, you may then report the matter to the proper authority in good faith. The legislation sets out a number of prescribed external bodies or persons to which qualifying disclosures may be made. However, the Company always encourages you to raise your concerns directly in the first instance, rather than externally. This enables issues to be dealt with promptly and speedily.

Whilst the Company encourages you to use this procedure to raise your concerns, you are of course free to raise them using the Company's grievance procedure instead (see the section on ***Grievance Procedure***).

### **General principles**

- Be aware of the importance of eliminating fraud, misconduct, bribery or other wrongdoing at work. Report anything you become aware of that is illegal or unlawful.
- You will not be victimised, subjected to a detriment or dismissed for making a protected disclosure under this procedure.
- Victimisation of a worker, or subjecting them to any form of detrimental treatment or retaliation (including bullying and harassment), for raising a protected disclosure under this procedure will not be tolerated by the Company, is a disciplinary offence and, where appropriate, will be dealt with under the Company's disciplinary procedure. Depending on the seriousness of the offence, it may amount to potential gross misconduct and could result in your summary dismissal or termination of engagement.
- You should be aware that you can also be held personally liable for any act of victimisation or detrimental treatment of a worker on the ground that they made a protected disclosure.
- You should immediately draw the attention of your line manager to suspected cases of victimisation or detrimental treatment related to either yourself or another worker having made a protected disclosure.
- Covering up someone else's wrongdoing is also a disciplinary offence. Never agree to remain silent about a wrongdoing, even if told to do so by a person in authority such as your line manager.
- Your right to make a protected disclosure under this procedure overrides the provisions in the section on ***Confidential Information***.
- Finally, maliciously making a false allegation is a disciplinary offence.

## **46 RESTRICTION ON OTHER BUSINESS**

The Company also insist that employees agree to devote themselves entirely to the business of the Company and not have, or take up, any direct or indirect interest in any other organisation, which may in any way compete with the Company, without first obtaining written permission from the Company directors. This does not, of course, prohibit employees in any way from holding shares in any public company by way of investment.

The Company regards employees' loyalty as a matter of first importance and will regard any breach of this requirement very seriously. Any failure to honour this provision will be considered on its own facts but employees should know that their employment might be terminated if they engage in activities, which amount to an active involvement with a competitor of the Company.

Full time employees are not permitted to take second jobs, ie in the evening without written agreement. Any person in breach of this requirement will be subject to disciplinary procedures and may be dismissed. Where extra jobs are undertaken any additional hours worked may take the employee over the forty-eight (48) hours working time regulations and adjustments may be necessary.

In the event that employees leave the Company, all property, records, documents, and computer disks etc, including all copies of them, which relate to the affairs and business of the Company, must be returned to us.

### **46.1 Competing Business Interests**

- Employees will devote the whole of their time and attention during business hours to their duties as an employee. They will not at any time without the written consent of the Company be directly engaged, concerned or interested in or connected with any other company, business, or concern (except as the holder of shares, stock debenture or debenture stock in any other company quoted or dealt in on any recognised stock exchange).
- In relation to subjects directly connected with their work they may not:
  - Have articles or other written material published.
  - Give lectures.
  - Take part in radio or television programmes.
  - Undertake any other activities of a similar nature.without first having obtained prior and specific approval of the Company. The Company will record approvals and the fees arising from the activities. Fees payable to them may be retained up to a maximum annual aggregate of 10% of annual basic salary. Fees arising in excess of this must be remitted to the Company. The term "fees" does not, of course, include normal out-of-pocket expenses.

## **47 PENSION AND RETIREMENT ARRANGEMENTS**

### **47.1 Auto Enrolment Pension Scheme**

You will be automatically enrolled into the WEC Qualifying Workplace Pension Scheme, administered by Standard Life.

### **47.2 Alternative Company Pension Scheme**



If an employee's employment terms offer an alternative Company pension scheme to that of auto enrolment scheme details will be as specified in an employee's written statement of terms and conditions of employment.

### **47.3 General Information**

A contracting-out certificate under the Social Security (Pensions) Act 1975 is not in force.

### **47.4 Retirement**

The Company does not offer a default retirement age.

## **48 TERMINATION OF EMPLOYMENT**

Unless stated otherwise the minimum period of notice we require from an employee to terminate their employment is that written on their terms and conditions of employment. Notice should be given in writing, and may commence on any day of the week, (as our payroll is run on a monthly/weekly basis their final pay and P45 will be sent to them at the end of the month/week in which they resigned). Should an employee fail to give the required notice their final pay will only cover the days worked up to the time of termination.

### **48.1 Resignation**

Employees must give notice of their resignation in writing to their manager, stating the final date of employment with the Company. The manager will check that the appropriate period of contractual notice has been given. Where an employee gives shorter notice than that required under their contract of employment, their manager will advise the employee that this action is in breach of contract and they may be requested to submit proper notice. An early leaving date may be mutually agreed with the employee at the discretion of the Company.

### **48.2 Leaving Without Giving Appropriate Notice**

If an employee leaves without giving the proper period of notice or leaves during their notice period without permission, the Company shall be entitled as a result of their agreement to the terms of their contract to deduct a day's pay for each day not worked during the notice period. The Company will not deduct a sum in excess of the actual loss suffered by it as a result of an employee leaving without notice and any sum so deducted will be in full and final settlement of the Company's claim for their breach of contract. This deduction may be made from any final payment of salary that the Company may be due to make to the employee. The amount to be deducted is a genuine attempt by the Company to assess its loss as a result of an employee leaving without notice. It is not intended to act as a penalty upon termination.

### **48.3 Withdrawing Notice**

Once an employee has resigned and the Company has accepted that resignation, the Company is under no obligation to allow the employee to withdraw their notice. Equally, the Company cannot refuse to accept their resignation.

### **48.4 Termination Date**

When a contract of employment is terminated with payment in lieu of notice, the effective date of termination is the date of dismissal, not the date at the expiry of the period in respect of which the payment in lieu is provided.

## **49 NEW LEGISLATION**

The Company will endeavour to ensure that all new relevant legislation is implemented and adhered to as it is introduced.

## **50 STANDARDS OF CONDUCT**

Throughout this section we shall give an indication of the required standards of conduct or performance expected from all of our employees. It must be appreciated that any judgement of whether those standards have not been observed will depend very much on the specific circumstances of each particular case. It is important however that we set out certain standards for the guidance of all employees.

The following sub sections are examples only and must under no circumstances be considered as an exhaustive statement of all potential misdemeanours.

### **50.1 General attendance**

- i) Ensure that you arrive at work sufficiently early to be ready to commence work at your official starting time.
- ii) You must comply with any time recording procedures relating to your job.
- iii) If you wish to leave work during normal working hours you must receive authorisation from a Director or Senior Manager. Failure to do so will result in such absence being treated as unauthorised.
- iv) Lateness and unauthorised absence will be recorded and unacceptable records of attendance will render you liable to disciplinary action.

### **50.2 General conduct at work**

- i) At all times during your employment, the needs of the business are paramount and you should ensure that at all times your efforts and energies are concentrated on achieving this objective.
- ii) You are expected to conduct yourself in a reasonable manner with fellow employees, customers, clients or members of the public. We will not tolerate rude and insulting behaviour nor foul or objectionable language.
- iii) You are not either during or following the termination of your employment permitted to disclose confidential information relating to the business to any person or organisation without our prior written consent.
- iv) You are expected to comply with any reasonable instruction or request given to you by an authorised person.
- v) Under no circumstances should you present yourself for work whilst under the influence of alcohol, intoxicants, or non prescribed drugs. Any attempt to work whilst in such a condition will be regarded as a serious breach of the rules.

- vi) You must not enter into any other form of work or activity whilst in our employment which could be construed as being in competition with us.

### **50.3 Conduct outside working hours**

As a general rule, what employees do after normal working hours and off Company premises are a personal matter and do not directly concern the Company. However, there are some exceptions to this rule.

The Company will become involved where incidents occur:

- at office parties, office drinks events or other work-related social occasions or gatherings, whether organised by the Company or by employees themselves
- at social occasions or gatherings organised by the Company's customers or clients where the employee has been invited in his capacity as an employee of the Company
- at work-related conferences
- whilst the employee is working away on business on behalf of the Company.

On these occasions, employees are expected to be moderate if drinking alcohol and to behave in an appropriate, mature and responsible manner, taking into account that they are representing the Company. They must take specific action to ensure they are within the legal limits if they are driving.

Any employee who is found to have harassed or verbally or physically abused or assaulted another employee or a customer or client of the Company, or who otherwise brings the reputation of the Company into disrepute, at such an event will be subject to disciplinary action under the Company's disciplinary procedure. Depending on the circumstances of the case, such behaviour may be treated as gross misconduct and could render the employee liable to summary dismissal.

Where the employee's off-duty conduct seriously undermines the mutual trust and confidence that the Company and the employee normally enjoy, whether at a work-related social occasion or otherwise, under the Company's disciplinary procedure this could result in the employee's dismissal. For example, if the employee commits a criminal offence outside employment, the Company will examine whether there is an adverse connection between the criminal offence and the employee's employment. The Company will then consider whether the offence is one that makes the employee unsuitable for his type of work or unacceptable to other employees, taking into account length of service, status, relations with fellow workers and the effect on the Company's business and reputation subsequent to a charge or conviction.

### **50.4 Stock/property**

- i) Our property must only be used for the purpose for which intended, and must not be removed from our premises without prior approval.
- ii) All employees have a duty to report to management any damage to or loss of stock or property.
- iii) If as a result of your carelessness or negligence we suffer loss or damage to property or stock, (including vehicles) this will be construed as a serious breach of the rules, and where this is construed as particularly serious then you shall be liable to pay the full or part of the cost of repair or replacement as determined by the Company. If you fail to pay, we reserve the right to deduct the costs from your pay or in extreme cases, taken legal action for recovery through the Courts.

## **50.5 Deduction from pay**

If you are required to reimburse the Company with the cost of any damage or loss as described above then such reimbursement will be achieved by making a deduction from wages and it is an express condition of employment that you agree to such deduction.

## **50.6 Work performance**

- i) Your performance at work will be regularly reviewed and unacceptable standards due to individual negligence or carelessness may be referred to the disciplinary process.
- ii) Similarly, if there is deemed to be an unacceptable volume of work produced in relation to agreed targets or by general comparison to other employees this will be the subject of further investigation. Whilst such investigation may lead to referral to the disciplinary process, we shall also consider whether training or other forms of assistance would be a more appropriate remedy.

## **1. Lay off & Short Time Working**

Lay off refers to a situation whereby the Company cannot provide work for you even though you are available for work, and may suspend you until such time as work becomes available again.

Short Time Working refers to a situation where you are provided with less than your full contractual hours and are only paid for the hours you work.

The Company reserves the right to temporarily lay you off without pay or to reduce your normal hours of work and to reduce your pay proportionately on giving you as much advance notice as it can reasonably give if, in the Company's opinion, it becomes necessary to do so.

In the event of your being laid off or placed on short time working under this provision, the Company will review the position every four weeks and will inform affected employees of the result of the review in writing.

## **51. REDUNDANCY PROCEDURE**

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

Any decision to proceed with a redundancy programme will be based on either an economic, technical, or organisational reason. Any affected employee or group of employees will be fully consulted with prior to any final decision.

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

- (i) Ensure that any overtime working is reduced to an absolute minimum.
- (ii) Restrict recruitment where such recruitment could have a bearing on the outcome of any redundancy situation.
- (iii) Investigate if appropriate measures such as short-time working and/or lay off without pay can be implemented in order to avoid any potential redundancies.

In the event that a redundancy programme is pursued all potentially affected employees will be notified of our proposals and there will be full and meaningful consultation with the target group(s) concerned. Selection criteria where applicable will be discussed with the target group(s) and no final decision will be

taken without every opportunity having been given to the employee(s) concerned to consult with management and explore possible alternative positions.

## **52.LAW and JURISDICTION**

The Law applicable to this Company Handbook and its contents shall be the Laws of England and Wales and Jurisdiction in any dispute shall remain in the English Courts.

## **53. SEVERABILITY**

The various provisions of this handbook are severable and if any provisions hereof are held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.

The failure on the part of either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right or of any other right on any later occasion.