

BUXTON BUILDING CONTRACTORS LTD

Employee Handbook

Welcome

May I take this opportunity of welcoming you to Buxton Building Contractors Ltd. I hope your career with us will be both enjoyable and rewarding. It is our policy to communicate regularly with you on matters that are important to us all, such as quality, performance, new projects and initiatives and information about your job and your terms and conditions of employment. We will encourage you to give us your views based on your own experience of our Company.

As you will be aware we are a main contractor with projects throughout London and the Home Counties operating from our Head Office in Caterham, Surrey and also in Victoria, London.

Traditional values are important to us however we are also committed to innovation, continuous professional development and the use of the latest technology available to deliver quality and sustainability, and to exceed the highest aspirations of all our stakeholders.

We are fully committed to developing our employees' potential because we know that our success as a business is entirely dependent on the personal attributes, quality, operational effectiveness, teamwork and commitment of our staff.

Our belief is that all employees should have an equal potential for advancement, access to opportunity, and the training necessary to that end, irrespective of the employee's sex, race, colour, religion, disability, sexual orientation or age.

This handbook is a guide to our Company which can be used as a reference document throughout your employment with us.

The terms of our contract of employment are contained in your Offer Letter, Statement of Terms and Conditions and this Employee Handbook. The handbook does not form part of your contract of employment except where expressly stated.

We may make written changes to your Contract or this Employee Handbook in light of changes to legislation and the needs of the Company. The handbook will be updated periodically incorporating any changes made.

Please take the time to read through this Handbook. If clarification is needed on any point or if further information is required, please ask your line manager, or alternatively you can seek guidance from our HR Advisers at Emphasis (telephone 01794 874232) who will be happy to advise you or find out the answers.

Once again, welcome to Buxton Building Contractors Ltd.

Keith Pagan
Managing Director

Introduction

This Employee Handbook does not form part of your contract of employment.

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1. JOINING THE COMPANY

1.1 Recruitment and Selection Policy

The Company's policy is to select employees on their individual merits and abilities irrespective of gender, sexual orientation, gender reassignment, marital status, race, nationality, colour, ethnic background, religion, belief, age or disability, and in line with the Equal Opportunities and Diversity Policy and Information Security Policy.

Our methods of recruitment and selection aim to ensure that candidates are treated courteously, fairly and equitably, with dignity and respect.

1.2 Induction

All new employees have an individual induction programme designed to acquaint them with the following:

- our goals, vision and purpose
- our clients
- the way we work
- information on remuneration and benefits
- our policies including expenses, dress code and bullying and harassment procedures
- health and safety policy and procedures
- IT equipment usage policy, information security policy and policy for laptop users and rules
- job specific induction and training

New employees are issued with a contract of employment setting out their terms and conditions of employment prior to joining but at the latest within eight weeks of joining.

Our induction procedures aim to introduce new employees to aspects of our working environment to help them settle in during their first few weeks of employment.

1.3 Induction Content

We create an individual induction programme at the start of employment. The programme, which is co-ordinated by your Line Manager, includes some standard elements that apply to all new employees and some individual elements tailored to their own role and learning needs.

Line Managers will normally be in the office or working with new employees on their first day and as far as possible during the first week.

1.4 Probation

The normal probationary period for new employees is three months during which you will have regular progress reviews (usually monthly) with your Line Manager. Towards the end of the period, an overall review of progress and performance to date takes place and, if this is satisfactory, probation ends. If it is unsatisfactory, probation may be extended or the employment terminated.

If you wish to terminate your employment during the probationary period, you are required to give one week's notice in writing. The Company may also terminate employment during the probationary period by giving one week's notice in writing.

2. PAY AND BENEFITS

2.1 Wages

Your wages will be paid either monthly or weekly, in arrears, via BACS payment to your bank or building society account. For monthly employees, this payment will be made on or around the last working day of each calendar month, for weekly employees this will be made on or around the Friday following the week worked. You will receive a payslip showing your total pay and how it has been calculated. This will show the deductions such as Income Tax, National Insurance etc. If you have any queries regarding your pay then you should raise them with your Line Manager.

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of any deductions. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them in our dealings with the Inland Revenue and other government departments.

New employees should provide a Form P45 from their previous employer. If we do not receive the necessary documents it may result in you temporarily paying a higher rate of tax than is necessary. If you do not have a P45 you can complete a P46. It is your responsibility to ensure that this form is returned to the tax office.

Until the correct code is issued from the tax office, the Company will use an emergency tax code for a single person with no allowances other than the standard personal allowances.

2.2 Overtime

You are expected to work any additional hours necessary to effectively do your role. We do not expect these occasions to be frequent and overtime is not paid. In exceptional circumstances you may be asked to work additional hours, a flat rate or time in lieu may be given in agreement with a Director.

You will not be paid overtime until you have met your minimum contracted hours.

2.3 Deductions from Pay

Buxton Building Contractors Ltd reserves the right to make deductions from wages due to you in respect of any amounts that are owed by you to the Company.

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period. This will need to be discussed with a Director.

2.4 Training Fees

Where the Company has paid all or a proportion of an employee's college, examination, training or subscription fees or payments similar to these, and the employee's employment ends within 2 years of payment of such fees, the Company may recover from the employee the amounts it has paid within that 2 year period.

2.5 General Expenses Policy

The Company will reimburse employees for all travelling, entertainment and other expenses reasonably, wholly or exclusively incurred in the course of your duties subject to you receiving prior authorisation by the Company and your compliance with the Company's usual expense claim procedures.

Any abuse in the claiming of expenses may result in disciplinary action.

Application

These rules apply to all reimbursement of expenses which occur in connection with your work. In this respect, these rules form part of the terms of employment and it is important you are familiar with these rules. If you are unsure of what expenses you are entitled to claim please speak to your Line Manager or the Finance Director.

Subsistence

When working away from your normal place or places of work, you may claim the costs of reasonable meals. Receipts should be obtained to support the expenditure.

Reasonable meal costs will only be reimbursed against expenses when away from the normal place of work.

Business Mileage

Mileage may be claimed at the current published rate by HMRC. The amount you can claim is the miles over and above your normal journey to work. Journeys between your home and Cedar House are not able to be reclaimed.

It is your responsibility to ensure your vehicle is covered for business use. You will need to give a copy of your motor insurance certificate showing this level of cover on a six monthly basis to the Company to be kept on your personnel file.

Telephone Expenses

Any work related calls should generally be made from the office landline or your Company mobile phone.

Any relevant claims for home telephone calls should be supported by a highlighted, fully itemised telephone bill.

Mobile Telephone Expenses

The cost of mobile telephones, where supplied by the Company, will be met by the Company.

Employees supplied with mobile telephones are expected to keep personal use to a minimum. Mobile telephone bills will be monitored on a regular basis. You may be required to reimburse the Company for any excessive use.

Unnecessary or excessive use of other mobile applications such as internet browsing and texting are not permitted.

Customer / Supplier Entertaining

Particular care and good business judgement shall be exercised in the entertainment of customers and for other associated business purposes.

Entertaining on behalf of the Company should be reasonable and proper with the purpose of establishing, enhancing or promoting the Company.

Prior approval from a Director is required for all entertaining.

Details of the people being entertained, including Company employees, should be recorded on your expenses claim form.

If you take clients or intermediaries out for meals, VAT is recoverable on the proportion of the cost applicable to the staff provided that the staff are away from their normal place of employment.

Staff Entertaining

The Company may pay for staff entertainment, however, all details of individuals being entertained should be recorded on your expenses claim form.

Prior approval of a Director is required for all staff entertaining.

Staff Training and Development

Where internal meetings and conferences are organised to promote improved Company efficiencies and employees are at or near their normal place of work, the cost of meals etc should be claimed as Staff Training and Development, if they fall outside the rules for Subsistence.

Generally, you are required to meet your own expenditure and seek reimbursement in accordance with the rules for Subsistence, if they fall within those rules.

Prior approval of a Director is required for any expenditure relating to staff training and development.

Personal Incidental Expenses

HMRC requires us to separate out any personal expenses paid to employees when staying away overnight on business.

Personal incidental expenses include newspapers, telephone calls home, laundry etc. They do not include meals, drinks, hotel accommodation, travel etc.

Claiming Expenses

If you incur expenses on behalf of the Company you should enter these onto your expense claim form so you can be reimbursed. You will not be able to claim a refund if receipts are not attached to the claim form.

All expenditure must be supported by a valid VAT receipt which must show the name of the supplier, the VAT number and the date of the supply. Receipts must be submitted to your Line Manager in the first instance to support any expense claim.

Review and Approval

Your Line Manager will sign-off your expenses and will forward to the Finance Director who will be responsible for the review and approval of all expenses submitted by employees.

No reimbursement of expenditure will generally be made unless:

- prior authorisation for the expenditure was given; and
- the expenditure is evidenced by receipts; and
- the expenses are properly entered on your expense claim form.

Reimbursement

Each expense claim should relate to the period up to the end of the month and should be entered onto an expense claim form by the end of each month. Other than in exceptional cases, expense claims should be submitted within one month of the period to which they relate.

Reimbursement of expenses is usually made by BACS. Payment will be made as soon as possible thereafter.

2.6 Retirement

You may voluntarily retire at any time and draw any pension you are entitled to in line with the scheme's rules.

The Company is happy to discuss any retirement plans you may have and would consider flexible working and retirement options. These could include:

Winding Down: an alternative to retiring, where you can reduce your hours in your current post. You would need to take independent advice on how this affects any pension benefits.

Stepping Down: an option to move to a less demanding role. Independent advice would need to be sought on how this affects any pension benefits.

Retire and Continue: an option to retire, and potentially receive any pension benefits, but to then carry on with a part or full time fixed-term contract.

Any actions in this regard would need to take into consideration the needs of the Company at that time, and be at the sole discretion of the Directors.

2.7 Job Flexibility

It may be necessary to undertake different duties within our Company. During holiday periods for example it may be necessary for you to take over some duties normally performed by other colleagues. This flexibility is essential as the type and volume of work is always subject to change and it allows us to operate efficiently and gain maximum potential.

2.8 Working from Home

The Company recognises that it may be beneficial to both the Company and to an employee to work from home from time to time. Employees allowed to work from home may be restricted to those that are set up and able to connect to the office systems via the Terminal Server as they may be required to carry out their normal support functions remotely or to respond to email communications. When an employee is permitted to work from home, their manager should ensure sufficient resources are in place within the office to cover for the employee's office-based tasks if required.

To ensure that working from home is properly scheduled (so as to ensure full onsite support is not affected), working from home will be approved by the manager for the relevant department and shall be scheduled at least a week in advance. The staff member working from home shall have agreed objectives with the manager and will demonstrate delivery / achievement of the objectives either by close of business that day or on the day following.

Should there be any dispute or disagreement between an employee and the manager with regard to the right to work from home or the objectives set, the issue will be referred to a Director whose decision will be final.

Apart from those contracted to work from home, no employee has a right to work from home.

2.9 Flexible Working

This policy covers requests for flexible working and has been produced to help you understand the various steps that must be taken in order to apply for flexible working.

You do not have an automatic right to work flexibly, however you do have the right to request flexible working and the Company has a duty to consider this request.

The right to request flexible working was introduced via the Employment Act 2002.

Eligibility to make a request for flexible working

In order to be eligible to make a request for flexible working, you must have worked for the organisation continuously for 26 weeks at the date the application is made.

Application for flexible working

If you wish to request:

- a change to the hours you work; or
- a change to the time you are required to be at work; or
- that you be allowed to work from home.

You should submit your request in writing to the Managing Director. Only one application can be made in a rolling twelve month period.

Your written and dated application should:

- state the reason for your request;
- provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start;
- address the effect the changes to your working pattern will have on the work that you do, that of your colleagues and on service delivery. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application;
- provide information to confirm that you meet the eligibility criteria
- state whether you have made a previous formal request for flexible working, and if so, when;
- ideally be submitted at least two months before you wish the changes you are requesting to take effect.

Consideration of application

The Company has a legal duty to consider all applications and establish whether the desired work pattern can be accommodated within the needs of the business.

The statutory guidelines state any application (including appeals) will be considered and decided on within a three month period from receipt (unless an extension is agreed). However, in order to deal with any requests on a timely basis, if the request is acceptable the organisation will endeavour to send you written notification within 28 days of the application, specifying the variation agreed to and the date from which it takes effect.

If the Company is unable to accept the request immediately and/or wishes to discuss the proposal, a meeting will be held. You may, if you wish, have another member of staff to accompany you to the meeting.

The Company will also endeavour to write to you with their decision within 14 days of the meeting.

Any request that is made and accepted under the statutory right will be a permanent change to your contractual terms and conditions. The Company will issue a revised contract of employment detailing the changes. You then have no statutory right to revert back to the previous working pattern.

If the request is rejected, the Company will provide written notification, stating the business ground(s) for refusing the application.

Should you wish to appeal against the decision you should refer to the Company's grievance procedure.

In line with statutory guidelines, we reserve the right to extend the consideration period to three months from receipt of the application.

Business grounds for refusal of application

An application can be refused only where there is a clear business reason. The business ground(s) for refusing an application would include:

- burden of additional costs;
- detrimental effect on ability to meet customer demand;
- inability to reorganise work among existing staff;
- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance;
- insufficiency of work during the periods the staff member proposes to work;
- planned structural changes;

Withdrawn applications

An application may be treated as withdrawn:

- if you notify the Company, either orally or in writing, that you have withdrawn the application;
- if you fail, without reasonable cause, to attend a meeting with the Company or to attend an appeal meeting more than once;
- if you unreasonably refuse to provide the Company with information needed to assess whether the contract of employment should be varied as requested;
- where notice to terminate employment has been given by either party.

2.10 Performance and Review

The Company encourages and supports your personal development. You will be set objectives which will be regularly discussed and reviewed. We will also conduct a more formal documented progress review at least once a year. If you are interested in a particular course, training or general knowledge sharing, do not wait for a performance review, speak to one of the Directors.

2.11 Training

The Company is committed to your continuous development. It is vital that you possess the skills and knowledge to enable you to perform your duties effectively. Any training needs should be discussed with the Directors.

Where training is relevant to your current role or is beneficial to the future of the Company, the Company may provide financial assistance and time off. If the Company provides financial assistance for external training courses we will ask you to complete a Study Agreement.

This will require you to remain at the Company for at least twelve months following the date of the completion of the training or course to ensure that the Company gains the full benefit from the training investment. The time period may vary depending upon the course taken. If you decide to leave prior to this time period you may be required to repay the costs of training.

Any terms for repayment will be outlined in your Study Agreement and as set out in Section 2 under "Training Fees".

2.12 Pension

Upon successful completion of your probationary period you will be eligible to join the Company stakeholder pension scheme. Further details of this scheme are available upon request from the Finance Director.

2.13 Childcare vouchers

Buxton Building Contractors Ltd Building Contractors Ltd recognises that working parents need flexible pre-school and out-of-school childcare that's suitable and convenient for their circumstances. We offer employees the opportunity to receive childcare vouchers as part of your remuneration. Childcare vouchers enable you to choose your own childcare provider and reduce your childcare costs. They can also help you achieve a better balance between your work and home life. For further details on the scheme, please speak to the Finance Director.

2.14 Cycle to work

Buxton Building Contractors Ltd offers a Cycle to Work Scheme. This helps the Company and employees to save money, to be healthier and more productive at work, and to reduce the impact on the environment.

The tax exemption is enabled when an employee agrees to reduce part of their gross salary in return for a non-cash benefit, such as the hire of a bike and accessories through salary sacrifice.

For further details on the scheme, please speak to the Finance Director.

3. **BUSINESS PRACTICES**

3.1 **Hours of work**

Unless otherwise stated in your offer letter or variation notice, the normal hours of work are 42.5 hours per week, Monday to Friday.

All hours worked within the Company will meet the requirements of the Working Time Regulations 1998.

3.2 **Termination of Employment**

Should the Company need to terminate your employment for any reason other than gross misconduct, you will be entitled to give and receive notice as detailed in your offer letter. On leaving the Company you are required to return any Company property in your possession e.g. laptop, mobile phone, keys, printers, tools etc. Your final wage will be paid to you once it has been confirmed this has been done. Failure to return such property will result in the appropriate deduction being made from your final salary payment. It is a contractual term that all employees keep all Company information confidential.

The Company reserves the right, at all times, to make payments of salary / wages in lieu of notice.

3.3 **Exit Interview**

Exit interviews are conducted with employees leaving the Company. The aim is to provide you with an opportunity to give us feedback on employment with us and your reasons for leaving. Exit interviews are normally conducted during the notice period.

3.4 **Administration**

Buxton Building Contractors Ltd maintains a record of the personal particulars of each member of staff. You will be expected to fill in a form which will collate your basic contract details, banking details, next of kin and emergency contact details. You will also be asked to sign an employee privacy notice giving us explicit authorisation to hold this data. Please advise your Line Manager and the Finance Director as soon as possible of any changes to address, bank details, next of kin or doctor. False information on applications or information given to deliberately deceive can lead to summary dismissal. It is important, and in your interest, that you notify any changes in your particulars without delay.

3.5 **Data Protection Policy (Compliant with the GDPR)**

Introduction

Purpose

We are committed to being transparent about how we collect and use the personal data of our employees, and to meeting our data protection obligations. This policy sets out our commitment to data protection, and individual rights and obligations in relation to personal data.

This policy applies to the personal data of job applicants, employees, workers, contractors, volunteers, interns, apprentices and former employees, referred to as HR-related personal data. This policy does not apply to the personal data of clients or other personal data processed for business purposes.

Questions about this policy, or requests for further information, should be directed to a director.

Definitions

"Personal data" is any information that relates to an individual who can be identified from that information. Processing is any use that is made of data, including collecting, storing, amending, disclosing or destroying it.

"Special categories of personal data" means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and biometric data.

"Criminal records data" means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings.

Data protection principles

We will process HR-related personal data in accordance with the following data protection principles:

- we will process personal data lawfully, fairly and in a transparent manner;
- we will collect personal data only for specified, explicit and legitimate purposes;
- we will process personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing;
- we will keep accurate personal data and take all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay;
- we will keep personal data only for the period necessary for processing;
- we will adopt appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

We will tell you the reasons for processing your personal data, how we use such data and the legal basis for processing in our privacy notices. We will not process personal data of yours for other reasons.

Where we process special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with a policy on special categories of data and criminal records data.

We will update HR-related personal data promptly if you advise us that your information has changed or is inaccurate.

Personal data gathered during the employment, worker, contractor or volunteer relationship, or apprenticeship or internship is held in your personnel file which may be in hard copy or electronic format or both, and on HR systems. The periods for which we hold HR-related personal data are contained in our privacy notices to employees.

We keep a record of our processing activities in respect of HR-related personal data in accordance with the requirements of the General Data Protection Regulation (GDPR).

Individual rights

As a data subject, individuals have a number of rights in relation to their personal data.

Subject access requests

You have the right to make a subject access request. If you make a subject access request, we will tell you:

- whether or not your data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from you;
- to whom your data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to such transfers;
- for how long your personal data is stored (or how that period is decided);
- your rights to rectification or erasure of data, or to restrict or object to processing;
- your right to complain to the Information Commissioner if you think we have failed to comply with your data protection rights; and
- whether or not we carry out automated decision-making and the logic involved in any such decision-making.

We will also provide you with a copy of the personal data undergoing processing. This will normally be in electronic form if you have made a request electronically, unless you agree otherwise.

To make a subject access request, you should send the request in writing to the business address. In some cases, we may need to ask for proof of identification before the request can be processed. We will inform you if we need to verify your identity and the documents we require.

We will normally respond to a request within a period of one month from the date it is received. In some cases, such as where we process large amounts of your data, we may respond within three months of the date the request is received. We will write to you within one month of receiving the original request to tell you if this is the case.

If a subject access request is manifestly unfounded or excessive, we are not obliged to comply with it. Alternatively, we can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which we have already responded. If you submit a request that is unfounded or excessive, we will notify you that this is the case and whether or not we will respond to it.

Other rights

You have a number of other rights in relation to your personal data. You can require us to:

- rectify inaccurate data;
- stop processing or erase data that is no longer necessary for the purposes of processing;
- stop processing or erase data if your interests override our legitimate grounds for processing data (where we rely on our legitimate interests as a reason for processing data);
- stop processing or erase data if processing is unlawful; and
- stop processing data for a period if data is inaccurate or if there is a dispute about whether or not your interests override our legitimate grounds for processing data.

To ask us to take any of these steps, you should send the request in writing to the business address.

Data security

We take the security of HR-related personal data seriously. We have internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

Where we engage third parties to process personal data on our behalf, such parties do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

Impact assessments

Some of the processing that we carry out may result in risks to privacy. Where processing would result in a high risk to your rights and freedoms, we will carry out a data protection impact assessment to determine the necessity and proportionality of processing. This will include considering the purposes for which the activity is carried out, the risks for you and the measures that can be put in place to mitigate those risks.

Data breaches

If we discover there has been a breach of HR-related personal data that poses a risk to your rights and freedoms, we will report it to the Information Commissioner within 72 hours of discovery. We will record all data breaches regardless of their effect.

If the breach is likely to result in a high risk to your rights and freedoms, we will tell you there has been a breach and provide you with information about its likely consequences and the mitigation measures we have taken.

International data transfers

We will not transfer HR-related personal data to countries outside the EEA.

Individual responsibilities

You are responsible for helping us keep your personal data up to date. You should let us know if data provided to us changes, for example if you move house or change your bank details.

You may have access to the personal data of other individuals and of our customers and clients in the course of your employment, contract, volunteer period, internship or apprenticeship. Where this is the case, we rely on you to help meet our data protection obligations to staff and to customers and clients.

Individuals who have access to personal data are required:

- to access only data that they have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the organisation) who have appropriate authorisation;
- to keep data secure (for example by complying with rules on access to premises, computer access, including password protection, and secure file storage and destruction);
- not to remove personal data, or devices containing or that can be used to access personal data, from our premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
- not to store personal data on local drives or on personal devices that are used for work purposes.

Failing to observe these requirements may amount to a disciplinary offence, which will be dealt with under our disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

Training

We will provide training to all individuals about their data protection responsibilities as part of the induction process and at regular intervals thereafter.

If your role requires regular access to personal data, or you are responsible for implementing this policy or responding to subject access requests under this policy, you will receive additional training to help you understand your duties and how to comply with them.

3.6 Company and Personal Property

The Company accepts no responsibility for personal property left on its premises. It is in your interest therefore to take care of your property and to insure your possessions against loss or damage at work.

You should take all reasonable care of the Company's property allocated to you and inform a Director if any item is damaged, lost or stolen.

Any employee found tampering with or removing Company material or equivalent without prior written authority may be subject to disciplinary action.

Ownership of all Company property (e.g. laptop, mobile phone, tools) resides with Buxton Building Contractors Ltd and must be returned to the Company when requested to do so or upon termination of your employment. You will return any property belonging to the Company which may be in your possession. This includes any documentation relating to the affairs of the Company or any of the Company's clients with which it may be associated. Failure to return such property will result in the appropriate deductions being made from your final salary payment and may result in necessary legal action being taken.

Lost property found on Company premises should be handed to a Director. If any employee loses an article they should report the matter immediately to a Director.

3.7 Mail

All mail received by the Company will be opened, unless addressed as “personal” or “addressee only”. Private mail should not be sent care of the Company’s address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been set up.

3.8 Confidentiality

The scope of this policy applies to staff, independent contractors, agents and representatives of Buxton Building Contractors Ltd. You should not, during or after your employment, disclose any commercial information belonging to or in respect of Buxton Building Contractors Ltd, its clients or other third parties. All information in respect of the Company, its business and clients is confidential whatever its content. This applies to information regarding the recruitment and selection of staff, induction, training, auditing procedures and security systems.

You have a personal responsibility to protect and maintain confidentiality of that information. You must not, except as authorised or required by law or your employment duties, reveal any confidential information relating to the Company or any group company or any of its customers, suppliers or contractors or any third party. This obligation will continue after the termination of your employment.

If you are ever asked to divulge confidential information about a client by a person who has no authority to do so, please report the matter to your Line Manager or a Director immediately. If you ever hear a Buxton Building Contractors Ltd employee discussing information of a confidential and/or private nature in an inappropriate way, you must report the matter to your Line Manager or a Director immediately.

Only authorised spokesmen are permitted to make statements in public or to the media concerning the business of the Company. You may not therefore communicate any information in respect of the Company to any member of the press or media without prior permission from a Director.

This includes all information that:

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

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

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

3.9 Gifts and Hospitality

In the construction industry, bribery could occur in situations such as tendering, appointing preferred suppliers, contractors and agents and awarding licences.

Bribes are not always a matter of handing over cash. Gifts and/or hospitality are offered voluntarily and without compensation. We recognise that giving and accepting gifts can be part of building normal business relationships. In different geographical locations, this practice can vary significantly, often depending on local laws and specific customs. However, some gifts and hospitality can create improper influence and conflicts of interest. In some instances they can be viewed as bribes that could damage the Company’s reputation or even break the law.

The penalties for engaging in bribery or corruption are severe and individuals and companies can face punitive fines and even imprisonment.

In accordance with the Bribery Act 2010, employees should follow the guidance outlined below:

- inform a Director of any hospitality valued at more than £100 or individual gift valued at more than £50;
- kickbacks and reciprocal agreements or any other form of 'quid pro quo' are not acceptable;
- employees and employees' families should refuse to accept gifts or hospitality which could influence or appear to influence decisions they make on behalf of the Company;
- acceptance and/or offer of small gifts such as flowers, and/or casual hospitality such as business lunches, is acceptable within reasonable bounds, as long as it is a normal and appropriate expression of business courtesy;
- employees must ensure that offering or accepting a gift or hospitality does not create or appear to create a conflict of interest for those involved;
- employees should make a Director aware of all offers or acceptance of gifts or hospitality. If there is any doubt about the propriety of accepting a gift or hospitality it should be refused;
- the primary responsibility for deciding whether gifts or hospitality should be accepted lies with you;
- the offer or acceptance of all gifts or hospitality must be fully documented and approved by a Director.

If you feel coerced or that your safety or that of your family or colleagues is at risk, you should make the payment but report it immediately to your Line Manager.

If you have a concern or know or suspect a violation of this policy, please speak up immediately. All information will be treated seriously and investigated appropriately. If you act in good faith, believing the information is accurate we will protect you even if you are wrong.

3.10 Company Telephones

Emergency calls will always be permitted from Company telephones.

3.11 Company Mobile Phones

Please note that phones are issued primarily for business use.

Phone Numbers

Unless there is no other option, Premium Rate numbers are not to be used. Premium numbers are 0800, 0843, 0844, 0845, 0871, 0703 and 09.

As the Samsung Galaxy has internet capabilities, directory enquiries (118500 and all 118... numbers) should only be used if there is no other option as you can use Yell.com. If these numbers are to be used, at no point must the operator connect the call. These calls will be charged to the employee.

Please do not use the return call facility (dialling 55) for call returns as this incurs high charges.

Do not use the Personal Roadwatch facility – 2222 – as a 20 minute call incurs a charge of £28.00.

Please do not text pictures and do not call the speaking clock as the handset will display the time.

All calls between company mobiles are free, so where possible please call a Buxton member of staff on their mobile from your mobile rather than from the land line, as this will save cost.

Data

We do not have an unlimited data package, but using the handset in a sensible manner should keep you within the data allowance.

When you are in a known secured Wi-Fi zone you should make best endeavours to connect your device to this. When connected to Wi-Fi you are not using any of your data allowance. Initially when setting up Wi-Fi for a particular location, you will have to use settings to link to the Wi-Fi link to which you wish to connect.

Thereafter, if you have any large data to be downloaded i.e. drawings and contracts, please use Wi-Fi to download wherever possible. The phone should default to Wi-Fi i.e. at Cedar House or at home (assuming you have Wi-Fi).

If you are going to use the phone for Spotify, radio, iPlayer etc, this will use up a lot of data. It should only be done where you are in a Wi-Fi zone. This could also apply to some internet linked games.

Excessive data usage will be charged to you. The simplest way to avoid this when in a Wi-Fi area is to disable "Mobile Data".

Driving

It should be easy enough to sync your handset via Bluetooth to your car phone system so that you can use handsfree in accordance with motoring regulations. All handsets are issued with a plug-in headset which should be used if no Bluetooth connection is available. Where proper handsfree arrangements are not possible the phone must not be used while driving.

Travelling Abroad

Mobile phones should not be taken overseas without specific approval of your Line Manager. If this has been obtained, then it is the responsibility of the phone user to liaise with a Director to ensure that the relevant bolt ons are put in place prior to travel. Any unauthorised costs will be chargeable to the employee.

Apps

There are lots of Free Apps. If you decide to download payable apps you will need to set up your own account to purchase them. This is straight forward, through the phone, and personal to you.

Technical Difficulties

If you experience technical difficulties with your phone, the signal or the SIM itself encounters problems then you should contact the Cellular Solutions team on 01273 424220 to resolve these issues. It is important that when logging these issues with Cellular Solutions you provide both times and the area where these occurrences take place as this is the only way for Vodafone to resolve.

Care and Maintenance of Equipment

It is the responsibility of the user to ensure that the equipment is kept safe and secure at all times. The company expects all users to purchase a protective care for the handset which will be reimbursed via expenses to the value of £10.00. The company reserves the right to charge replacement or repair costs to the user in the event of loss or damage to the equipment. This will be at the Directors discretion as it is to ensure that reasonable care is taken by all users.

Termination

Should you leave the company and wish to retain your mobile number, any termination fees incurred are payable by the employee.

3.12 Computer Use

Compliance Framework

When using a computer you must:

- comply with current legislation;
- use the computer systems, including internet and e-mail in an acceptable way;
- do not create unnecessary business risk to the Company through the misuse of the computer systems, internet and or e-mail

This policy takes into account best practice principles, and the need for compliance with both professional ethics and legislation. Subject to you signing the employee privacy notice, it is a condition of employment you agree to abide by this policy.

An underlying principle of the policy is that all data processed by Buxton Building Contractors Ltd's computer systems is the property or responsibility of the Company (subject to software licensing rights). As such, the Company asserts its right to monitor all data on our systems for compliance with this policy.

System Controls

The system logs all e-mail messages and all access to web pages. The secure area can only be accessed on the authority of the IT Manager or a Director.

Software

Do not load any software onto your own or any other Company computer unless authorised by a Director. Do not purchase and install software, unless this has been approved by the IT Manager or a Director, who will ensure licensing compliance and technical suitability for use on the network.

Hardware

All computer hardware, cables and the telephone systems are the responsibility of the IT Manager and Directors. All purchases of hardware must be processed through the IT Manager or a Director. In the event of a malfunction of any such equipment, the IT Manager or a Director must be notified. Do not open up hardware casings, with the exception of dealing with paper jams and replacement of printer cartridges, or to pass computer equipment to any third party for repair or disposal under any circumstances.

Do not attach unauthorised hardware to our systems. All client data must be virus checked prior to loading on to the systems.

Laptops

Ownership of a laptop computer resides with the Company and it must be returned to the Company when requested or employment ends.

You are responsible for the security of the equipment, software and data in your care. Appropriate precautions must be taken to prevent damage to or loss/theft of your laptop computer. When travelling, laptops must be packed in laptop sleeves provided by the Company and stored securely. Laptops should be carried as hand luggage when travelling by public transport and should not be left unattended in public places. When travelling by car, when the car is left unattended they must be stored out of sight. Laptops must not be left in the car overnight.

Laptops should not be left within sight of ground floor windows or within easy access of external doors.

Care should be taken with food and drink around the laptop area to prevent spillage and damage to laptops.

If using a laptop in a public place, care should be taken to ensure the screen is not visible to third parties.

If the laptop is lost or stolen it must be reported to the IT Manager or a Director immediately who will advise if a police report should also be made.

If loss or damage to your laptop is due to negligence or intentional misconduct the Company may seek reimbursement for costs and repair.

Data

Data may only be removed from the network when it is appropriate and reasonable to do so. All client data, whether personal or otherwise, is subject to the general law on privacy and confidentiality, except as required by law, maintaining client confidentiality is paramount. To comply with the GDPR, you must, in respect of information concerning individuals (data subjects) ensure that:

- they have the permission of the 'data subject' to hold that information;
- the information must have been obtained legally;
- the information is accurate and up to date;

- only data which is required to enable the Company to complete its obligations under our terms of engagement is to be held;
- the information is deleted when this is no longer required for business use; and
- absolute care is taken to ensure that the data cannot be passed to unauthorised individuals.

Virus, Hacking, and Security Protection

All computers will have up-to-date anti-virus software installed at the time they are issued. The anti-virus system's database will be updated on a regular basis. Do not delete or disable the anti-virus software unless advised to do so by our IT Manager.

Internet Web Access

The internet is a valuable tool and all web access, during working hours, must be for business purposes. You may connect to the internet in your own time but do not download any games, do not connect to pornographic, inappropriate or illegal sites. Inappropriate use of the internet may result in disciplinary action.

Social networking

Positive usage of social networking sites is encouraged. Care should be taken when making contributions and comments as this is information which will be in the public domain and therefore must not bring the Company's name into disrepute.

The following is the Company's social media and social networking policy. The absence of, or lack of explicit reference to a specific site does not limit the extent of the application of this policy. Where no policy or guidelines exist, employees should use their professional judgement and take the most prudent action possible. You should consult with your Line Manager if you are uncertain.

- Social media activities should not interfere with work commitments as with all other policies relating to computer usage.
- Personal blogs and posts should have clear disclaimers that the views expressed by the author in the blog or post are the author's alone and do not represent the views of the Company. You should ensure that your writing is clear, that you are speaking for yourself and not on behalf of the Company and should therefore write in the first person.
- Information published on your blog(s) should comply with the Company's confidentiality and disclosure of information policies. This also applies to comments posted on other blogs, forums, and social networking sites (e.g. Facebook, Twitter etc.)
- Employees must be respectful to the Company, other employees, customers, Directors and competitors.

Offensive, demeaning or disruptive messages must not be posted on social networking sites. This includes, but is not limited to, posts inconsistent with the Company's equal opportunity and bullying and harassment policies. If you are found to be in breach of these policies then you will be disciplined in accordance with the disciplinary procedure and you may be dismissed. In certain circumstances, breach of this policy may be considered gross misconduct resulting in immediate termination of your employment.

- You should be aware that your online presence reflects the Company. Your actions captured via images, posts, or comments can reflect on the Company.
- You are prohibited from making any recommendation or referral for friends or associates as a representative of the Company.
- You are responsible for reading, knowing and complying with the Terms of Service (ToS) of any site you use. You must not reference or cite Buxton Building Contractors Ltd's clients, Directors, or customers without their express consent. In all cases, you may not publish any information regarding a client.
- The confidentiality clause in your contract covering disclosure of confidential information includes post on social networking sites, the internet and email.
- You must respect copyright laws, and reference or cite sources appropriate. Plagiarism applies online as well. You are required to comply with other relevant laws including those related to libel and defamation of character.

Company logos and trademarks may not be used without written consent of the IT Manager or a Director.

Failure to adhere to this policy may result in disciplinary action being taken.

Games

Anyone attempting to install and play games may face disciplinary action. Staff are permitted to play games on their laptops or computers during permitted breaks only.

Downloads

Downloads must be authorised by the IT Manager or a Director.

Printing

Printing of large web files and other files should only be carried out where necessary and not to inconvenience other printer users. Printing of web files or any other material for personal use is not permitted.

Electronic Mail

Messages sent to clients or our supply chain are subject to the same rules as for hard copy correspondence both in terms of content, including standard of presentation, and filing in the respective correspondence file. Do not express opinions which you are not qualified or authorised to give.

The Company recognises its employees might use its email system from time to time to send and receive personal messages. Such use of the system should not interfere with performance of duties. Any such personal message should not have attached files. The sending of emails which could be seen as abusive, offensive, malicious, racist, sexist, sexually explicit or defamatory is prohibited and will normally be regarded as a serious disciplinary offence which could result in dismissal.

If an employee receives a private email from an outside source, he or she should not forward it to another person. If an employee regularly receives personal email from an outside source who is known to the employee, the employee should discourage such use of the Company's email system, and provide the sender with a personal email address. If the employee receives a personal email from an outside source with an attached file, it should be deleted immediately and should not be opened.

Monitoring

All of the Company's computer resources are provided for business purposes. Subject to you signing the employee privacy notice, the Company maintains the right to examine any systems and inspect any data recorded in those systems.

The Company also maintains the right to view the content of emails being received and sent and monitor the volume of internet and network traffic together with the internet sites visited.

Compliance with Law, Ethics, and Good Manners

You are prohibited from using the computer systems to send or receive any communication which is contrary to any of the following criteria:

- breach of any legislation;
- breach of client or personal confidentiality;
- bullying, harassing, intimidating;
- obscene, violent, containing profanities, blasphemy or otherwise distressing content.

Security

To preserve the security of our data do not disclose password details to any other individual. You must not attempt to alter the characteristic of data or program files in attempt to bypass systems security.

Data must only be copied onto a mobile device (including laptop computers when working outside of the office) when it is necessary for business purposes. Users must ensure that files are removed from mobile devices as soon as the requirement for the data to be 'in transit' has finished.

Where it is believed that an employee has failed to comply with the computer use policy, they may be subject to the Company's disciplinary procedure.

3.13 Dress Policy

We encourage everyone to maintain an appropriate standard of dress and personal appearance at work and to conduct themselves in a professional manner. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:

- promote a positive image and staff look professional;
- respect religious, racial and gender-specific clothing requirements and those of staff with disabilities where possible;
- take account of health and safety requirements; and
- help staff decide what clothing is appropriate to wear to work.

Different departments may have specific requirements that result in particular clothing demands, for example, because their work raises health and safety risks. It is important that all staff dress in a manner appropriate to their working environment and the type of work they do.

We expect staff to take a common sense approach to the dress code. Any enquiries regarding the operation of our dress code (including whether an article of clothing is suitable to wear to work) should be made to a Director.

While working for us you represent us. Your appearance contributes to our reputation and the development of our business.

It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.

Footwear must be safe and clean and take account of health and safety considerations.

Staff should not wear clothing or jewellery that could present a health and safety risk.

Staff may wear religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it breaches this policy or compromises the health and safety of the wearer, their colleagues or any other person.

Staff who are provided with PPE for the safety of their job should ensure they wear it at all times and report any defects to their Line Manager immediately.

Priority is at all times given to health and safety requirements.

3.14 Housekeeping

All work areas should be kept clean and tidy at all times.

3.15 Driving Licence

If it is a requirement of your role that you possess a current driving licence, the loss of such a licence as a result of a motoring conviction or on health grounds may, if we are unable to provide suitable alternative employment, lead to the termination of your employment.

You are required, wherever applicable, to provide your driving licence for our inspection at any time when so requested.

3.16 Use of Own Vehicles on Business

If you are required to use your own vehicles for business use, you must ensure that this is covered on your personal vehicle insurance. A copy of your current insurance certificate indicating that you are covered for business use must be submitted to your Line Manager.

Vehicles must be kept legally compliant, in a reliable and safe condition with a valid MOT (if applicable), road tax and appropriate insurance.

You are required, wherever applicable, to produce your vehicle documents for our inspection at any time when so requested.

3.17 Car Parking

The Company has limited car parking spaces available at its premises which are allocated on a first come first served basis. The allocated spaces at the front of the premises should only be used with authorisation. The Company cannot be held liable for any damage or theft while cars are parked in these areas and employees use the car parking facilities at their own risk.

3.18 Quality Policy Statement

Please refer to our Quality Manual for full details of our Quality policy and procedures. All employees are expected to:

- Achieve and maintain a level of quality which enhances the Company's reputation with clients;
- Ensure compliance with relevant statutory and safety requirements;
- Endeavour, at all times to maximise client satisfaction with the services provided by Buxton Building Contractors Ltd.

3.19 Communication

The Company recognises the importance of good communication at and between all levels of management and employees.

The Company will endeavour where possible to communicate to its employees with particular respect to its products, services, and plans for the future etc. The Company also encourages its employees to express their views in terms of suggestions and opinions.

3.20 Environmental Policy

The Company recognises its environmental responsibilities and the need to protect the environment. Employees should make every effort to minimise adverse effects on the environment which can result from the Company's activities, for example by:

- turning off lights when not required.
- turning down heating levels.
- planning journeys on the Company's business in such a way that fuel use is minimised.
- co-operating with the businesses recycling systems in place, for example waste paper.

3.21 Travel Policy

Rail Travel

Second class rail travel for business use other than between home and Cedar House is reimbursable at cost.

3.22 Fuel and maintenance policy

Fuel

The aim of the fuel policy is to deliver effective fuel management for our company cars. Our policies for buying, using and reclaiming the cost of fuel are set out in this policy and you must familiarise yourself with these. There are three categories of fuel provision:

1. company cars and non-company cars funded by a car allowance to employee, where the company business travel is paid for by the employee and is reimbursed by the company.
2. privately funded non-company cars, where any company business travel is paid for by the employee and reimbursed by the company.
3. company vans and lorries, where the company business travel is paid for by the company in full using a fuel card.

In both instances 1 and 2 above the employee will adopt the same method of reimbursement from the company, but at differing mileage rates.

In both these instances, It is mandatory for drivers to purchase all fuel for their car personally and complete the monthly reimbursement form for the business fuel element of mileage incurred.

It is mandatory for all drivers to provide copies of insurance certificates, MOT certificates and driving licences on a six monthly basis to the company. This applies to both private and company vehicles as any vehicle used on business mileage is considered an extension of the workplace.

Minimising fuel costs and consumption

Vehicle fuel is costly. Our policy is for car drivers to take all reasonable steps to minimise the volume of fuel used on company business and the price paid for it.

You are expected to play your part in keeping fuel costs to a minimum and minimising the effect on the environment. We will monitor fuel prices and provide employees with information to enable them to access low-cost fuel. You are advised to take the following reasonable steps to minimise fuel used when driving on Company business.

- You should attempt to fill up at the cheapest petrol stations in the area. The fuel price information on the website **www.petrolprices.com** should assist you in finding petrol stations where fuel is cheaper.
- Follow the guidelines on vehicle maintenance and good driving style.
- Avoid driving excessive distances on Company business by planning routes with care and sharing vehicles, where possible and appropriate.
- Fill up before starting a motorway journey so as to avoid the need to fill up at a motorway site. Use **www.5minutesaway.co.uk** to find out where the nearest non-motorway petrol station is to a motorway junction. Fuel can be 4p per litre less at these sites but do not go too far out of your way in search of cheaper fuel. If you must fill up using a motorway filling station operate a 'splash and dash' policy, ie put enough fuel to get you to your destination where you can then fill up with cheaper fuel.

At the beginning of the month, you must note the vehicle's mileage. We require this information for auditing purposes of the monthly mileage records.

We reserve the right to deduct any expenses relating to recovering or making good the company car following incorrectly re-fuelling by the driving (eg putting petrol into a diesel vehicle or vice versa).

Reimbursement of business fuel

The Company does not fund the cost of your private mileage. You must pay the full cost of fuel used and claim a monthly reimbursement from the company for the business mileage incurred. Fuel prices directly affect the employee's cost of business fuel spent, therefore buying fuel at cheaper petrol stations will reduce the employee's fuel costs.

Each month the employee needs to complete a fuel mileage reimbursement form, and report on Company business travel mileage for the month (if any).

The completed fuel mileage reimbursement form to be filled out is to declare the amount of private and business mileage for the month, along with the reconciliation to the mileage stated on the car's milometer. This should be signed by your Line Manager and submitted to Accounts no later than the 15th of the following month.

The mileage allowance rate dependent on what type of fuel provision is applicable, will be applied to the business mileage within the reimbursement form to determine an amount payable to the employee. This amount will be added to the next salary payment made.

The rate of reimbursement is within the agreed rates set by HMRC. As such no benefit in kind will be levied on the employee.

In the event that a driver changes his private address, the company reserves the right to restrict all future mileage claims to be assessed from their prior address.

If the report is not received on time or if the annual submission of insurance, MOT and driving licence documentation is not received we reserve the right to not reimburse the full cost of fuel to your salary.

Maintenance of company cars

Repairs and maintenance of all company vehicles should be referred to the Plant and Vehicle Manager in the first instance.

Purchasing oil

Company car drivers should purchase oil at a petrol station personally and reclaim the expenditure in line with the general expenses policy.

4. ABSENCE AND LEAVE

4.1 Annual Holiday

The holiday year is from 1 February to 31 January. Your annual entitlement is shown in your offer letter.

The Company operates a shutdown period over the Christmas period and part of your holiday entitlement must be taken during this time. You will be required to save up to 5 days of your holiday entitlement to cover the Christmas period, however the exact number of days will be confirmed on the Holiday Authorisation form.

Annual holiday entitlement accrues month by month during the holiday year and must be taken during the year.

When booking your holiday please complete a Holiday Application Form and give to your Line Manager for authorisation. You should give as much notice as possible of any proposed holiday dates. No more than 10 days' holiday may be taken at any one time unless prior consent is obtained from a Director.

Your holiday pay will be at your normal basic pay rate.

Any changes in holiday arrangements must also be notified to your manager as soon as possible.

There is no entitlement to unpaid holiday unless authorised by a Director.

If there are too many requests for holiday over the same period which could impact on the efficiency of the business, holiday will be granted on a first come, first granted basis.

If leave has not been booked by the employee, the Company reserves the right to book dates for the employee to take their leave.

In the event that the Company has to refuse a holiday request because of business needs, the Company is not responsible for any financial commitment made by an employee prior to authorisation. The employee should not therefore finalise any holiday booking (for example with a tour operator, travel agent, hotel or passenger carrier etc) until an appropriate holiday request has been approved.

In the event you are unable to take holiday during the holiday year due to sick leave, you will be entitled to carry over that holiday (up to a maximum of four weeks) into the following holiday year. However, if you return to work before the end of the holiday year, but fail to take your holiday during the remainder of the year you will lose the right to carry this over.

Part time staff will accrue holiday entitlement and bank holidays pro rata to the hours or days worked per week.

In the event of the termination of your employment any holidays accrued but not taken will be paid for. The calculation used for payment purposes will be at basic rate only.

However, in the event of you having taken holidays in the current holiday year, which have not accrued pro-rata, then the appropriate payments will be deducted from your final salary.

If your employment is terminated as a result of gross misconduct you will only receive payment for any statutory holiday that has accrued.

4.2 Public / Bank Holidays

Your entitlement to public / bank holidays is shown in your Offer Letter.

4.3 Absence and Sickness

Introduction

Sickness absence places additional workload on other colleagues and reduces our ability to service our customers effectively. However, we recognise that sickness absence is sometimes unavoidable. The Company will monitor absence to ensure those who genuinely need time off are supported.

Your Line Manager may have an informal chat with you at any time if they have concerns about your health.

Objectives

The objectives of the Absence and Sickness policy are to:

- ensure sickness absence is managed in a fair, sensitive and consistent manner with due regard to individual circumstances;
- balance the interests of the individual and the operational needs of the business;
- promote a proactive and positive approach to managing sickness and absence, in order to minimise levels of absence;
- address organisational factors that may lead to sickness absence;
- encourage early indication of occupational health issues and illness which could result in long term incapacity; and
- define the responsibilities of all staff and their designated Line Managers in relation to implementing the policy.

What happens if I cannot come to work?

If you are unable to attend work due to sickness, injury or other incapacity, you must inform your Line Manager or a Director at least 30 minutes prior to your normal start time on the first day of absence, or as soon as possible thereafter. The Line Manager or Director must inform Reception for reporting purposes. Notifications of absence by text, voicemail or email are not acceptable.

You should give an indication of the likely length of your absence and keep us regularly informed of any changes.

Failure to notify your absence correctly may affect sick pay claims and may result in disciplinary action.

If the Company is not informed of the reason for absence, then the absence will be treated as unpaid leave, such absence may be treated as unauthorised absence and may lead to disciplinary action being taken.

Absences of 7 days or less

For all absences you will be required to attend a Return to Work Interview with your Line Manager.

For absences of 1-7 days you will be required to complete the Company Self Certification form on your return to work. The completed form should be forwarded to your Line Manager. A Doctor's 'Fit Note' is not required.

Absences for more than 7 days

If you are absent from work for more than 7 days you will be required to see your GP and gain a 'Fit Note'. A Fit Note (Med 3 Form) which states you "may be fit for work" allows the doctor to give advice on what support you may require. Doctors are able to provide information on your condition and how it affects your work, which means the Company will be better informed to provide the correct support and adjustments. This may involve a phased return to work, altered hours, amended duties and / or workplace adaptations.

You should advise your manager of the length of time the GP has recommended you refrain from work. A copy of the Fit Note should be sent to your Line Manager.

It is important that your certificates indicate actual days of sickness even if they are sometimes days when you would not have worked e.g. weekends and bank holidays.

Returning to work after a period of ill-health

Upon your return to work, your manager will conduct a Return to Work Interview. If your manager is not available to see you straight away, a meeting will be arranged at a mutually convenient time. The meeting will establish:

- how you are;
- if you are taking medication;
- if any further medical treatment has been arranged;
- whether you are fit to return to work;
- consider any adjustments, recuperative duties or re-deployment, where appropriate;
- if you have hit any of the absence trigger points and further action needs to be taken;
- if you require any further support.

The Company Self Certification form should be completed at this interview or a Fit Note given to your Line Manager. These will be returned to your manager for sick payments to be paid / not paid.

Sick pay

Unless otherwise stated in your Offer Letter or Variation Notice, payment for sickness will be paid in accordance with the current Statutory Sick Pay scheme where applicable.

For the purposes of the Statutory Sick Pay scheme the agreed 'qualifying days' are your normal contracted days of work.

If, during any period of sickness absence, you are receiving salary payments from the Company but are not eligible for SSP, you must claim any State benefits that you are entitled to claim and notify your manager that you have done so. You should also subsequently inform your manager, in writing, of any payments you receive from such claims. The Company reserves the right to deduct from salary payments monies equivalent to the full amount of benefits that you are entitled to claim.

In the event that you are incapable of attending work by reason of injuries sustained wholly or partly as a result of actionable negligence, nuisance or breach of any statutory duty on the part of any third party, all payments made to you by the Company, whether of salary or sick pay, shall to the extent that compensation is recoverable from that third party constitute loans by the Company to you (notwithstanding that as an interim measure Income Tax has been deducted from payments as if they were emoluments of employment) and shall be repaid when and to the extent that you recover compensation for loss of earnings from that third party by action or otherwise.

Company sick pay

Any company or contractual sick pay will be entirely at the discretion of the Directors but for Monthly paid employees is normally based on the following:

- | | |
|--------------------------------|------------------------------------|
| Up to six months' service: | None |
| 6 months – one year's service: | Two weeks on full pay |
| One year to 5 years' service: | One month on full pay in any year |
| Over five years' service: | Two months on full pay in any year |

Absent without leave

Failure to follow the Company's policy on the reporting of absence will result in you being classed as absent without leave. Under our absence policy, where we are unable to make contact with you, the absence is unauthorised and classed as gross misconduct and could lead to your dismissal.

Independent Medical Examination

Subject to you signing the employee privacy notice, the Company reserves the right at its expense to require you to be examined at any time by an independent doctor nominated by the Company. In this event you authorise such doctor to notify the Company of any matters he or she considers may impair you from properly performing your duties.

If you unreasonably fail to attend a medical examination or if the results indicate a long term disability preventing you from performing your normal duties even following reasonable adjustments on the part of the Company, then the Company reserves the right to terminate your employment in accordance with the usual procedures.

4.4 Other Absences

Essential Medical and Dental Appointments

Reasonable time off will be given for essential medical and dental appointments subject to authorisation by your Line Manager or Director.

Time off for Dependants

You may take reasonable unpaid time off to deal with emergencies (sudden or unexpected problems) involving a dependant. A dependent can be any of the following:

- your spouse, child or parent;
- someone who lives with you (but who is not your employee, lodger or boarder);
- anyone who relies on you, when he or she is ill or injured, either to assist them or to make arrangements for their care.

You may only take time off work if you tell your manager as soon as possible why you need time off and how long you expect to be away from work.

Jury Service

You are entitled to time off work to attend jury service. If you are asked to attend jury service, you must notify your Line Manager immediately on receipt of the jury summons, giving details of the dates you are required to attend court.

If you are retained on jury service for a prolonged period, you should notify your Line Manager and should keep in regular contact with them throughout the period.

You are expected to return to normal working immediately following the release from jury duties. All expenses claims should be submitted to the court in accordance with the available allowances.

You will be required to claim from the Court for loss of earnings, via a Loss of Earnings Certificate issued by the Clerk of the Court and your salary for the period of absence on Jury Service will be reduced by the amount paid to you by the Court. You will be required to provide evidence of the amount paid to you by the Court in respect of loss of earnings. If the Jury Service is to exceed ten days, you must inform your manager as soon as this is known. Different payment arrangements to those above may apply.

Public Duty Leave (including Magistrates and Territorial Army)

The Company will consider giving a reasonable amount of unpaid leave a year to employees who wish to participate in public duties. The amount of leave that may be granted is discretionary. If you considering participating in a public duty you should discuss the proposal with your manager prior to undertaking the commitment to ensure that the time demand that the activity would involve is compatible with the demands of your job.

Acting as a Witness

If you are called to appear as a witness in court, the Company will maintain your income up to your basic pay for a maximum of 3 days by supplementing the court's daily allowance. The Court will issue

the employee with a loss of earnings form which you should pass to your Line Manager for completion.

Court Summons

The Company will not maintain an employee's income nor allow you to take time off work if you are required to answer civil or criminal charges. All days required to attend court and/or meet solicitors etc must be taken as annual leave.

Severe Weather and Disruptions to Public Transport

The Company acknowledges that employees may occasionally have problems travelling to and from work due to either severe weather conditions or major disruptions to public transport (for example train strikes or volcanic ash disruption). Whilst the Company is committed to protecting the health and safety of its employees, it must also ensure that its business is not unduly disrupted by external factors. This policy therefore sets out the duties of employees to attend for work during severe weather conditions or where there are major disruptions to public transport and the relevant procedures for employees to follow.

Duty to report for work

It is your obligation to report for work regardless of the situation. You should therefore make every effort to attend work or be prepared to work from home if appropriate. When severe weather conditions occur or where there are major disruptions to public transport, you should take steps to obtain advice on the position from the appropriate external agencies and allow extra time for your journey, making alternative travel arrangements where appropriate. You will still be expected to attend work on time wherever possible.

Unjustified or unacceptable absence or lateness may give rise to disciplinary action under the Company's disciplinary procedure.

Accepted absence or lateness

If you are unable to attend work or are going to be delayed by the weather conditions or public transport disruptions, you should contact your manager as soon as possible to discuss the position. If your Line Manager is unavailable, you should speak to a Director.

Where the Company accepts that you have used your best endeavours to attend work but you are unable to do so or you are late because of the severe weather conditions or the major disruptions to public transport, your manager will discuss the various options potentially available. At the Company's discretion, you may be required or permitted to:

- make up the time at a later date;
- take any absence from work as part of your annual leave entitlement;
- take any absence from work as special unpaid leave (in this case, your pay will reduce accordingly to take account of the hours/days you have not worked);
- be paid as if you had attended work on the day(s) of absence; or
- work from home or otherwise work remotely.

The Company will base its decision on your individual circumstances, for example your distance from home to work, your mode of transport and how viable it is for you to work from home, and on the needs of the Company.

Leaving work early

If severe weather conditions or major disruptions to public transport occur during the working day which will cause problems for you in travelling home, your manager will decide whether to allow you to leave work early (and to make up the time at a later date if necessary). The Company will again base its decision on your individual circumstances, for example your distance from home to work, your mode of transport and how viable it is for you to take work with you and work from home for the rest of the day, and on the needs of the Company.

Health and safety

The Company is committed to protecting the health and safety of all its employees and this includes during severe weather conditions and where there are major disruptions to public transport and therefore a reasonable approach will be taken to the situation. You also have a duty to take reasonable care of your own health and safety and that of other persons who may be affected by your acts or omissions. This includes taking extra care when travelling to and from work in severe weather conditions and allowing more time for your journey, including making alternative travel arrangements where appropriate.

Compassionate Leave

Leave of absence for funerals will be granted as follows:

- up to a maximum of 5 days paid leave for immediate family (defined as an employee's husband, wife, partner, mother, father, brother, sister or child or step family).
- one days paid leave for grandmother, grandfather, aunt, uncle or cousin.

Any compassionate leave requires a Director's approval.

4.5 Family Friendly Policies

The government has responded to the change in approach to childcare and in recognition of fathers playing an increasingly significant role in care for their children by increasing the eligibility for paternity leave and pay.

4.6 Maternity

All maternity rights apply equally to full and part time employees no matter how many hours are worked during the week.

Employee's Notification of Pregnancy

Please inform your Line Manager of your pregnancy in writing by the end of the 15 week before the Expected Week of Childbirth (EWC) or as soon as possible afterwards, of the following:

- confirm you are pregnant;
- what the Expected Week of Childbirth (EWC) is likely to be; and
- the date you intend your maternity leave period to begin.

We would prefer you to let us know you are pregnant as soon as you feel comfortable and able to do so. This will enable us to carry out Risk Assessments as soon as possible. After the 20 week of pregnancy you will be given a MAT B1 form by your doctor or midwife, which provides the medical evidence of your pregnancy. The MAT B1 will give an indication of the Expected Week of Childbirth (EWC). The MAT B1 form should be given immediately to your Line Manager. SMP will not normally be made until the MAT B1 form is provided.

Employer's Response to Notification

Your Line Manager will write to you within 28 days of having been correctly notified of the pregnancy. You will be advised of your rights to Maternity Leave and, where eligible, Statutory Maternity Pay.

Health & Safety

Risk Assessment

Once informed of your pregnancy your manager will arrange for a risk assessment to be carried out. The purpose of the risk assessment will be to identify any possible risk to you or your baby as a result of her carrying out your role or function within the Company. We endeavour to reduce or eliminate any risks wherever possible and reasonable. In some cases we may need to alter your working conditions or hours of work, offer suitable alternative work or possibly suspend employment on full pay.

Ante Natal Care

All pregnant employees are entitled to paid time off work for antenatal care or other classes as advised and instructed by the doctor, midwife or Health Visitor. You should inform your manager of any appointments in advance and provide evidence, ie an appointment card or other supporting documents. Wherever possible you should arrange the appointment at the end or start of the working day to ensure minimal disruption.

Ordinary Maternity Leave and Additional Maternity Leave

All employees are entitled to 26 weeks' Ordinary Maternity Leave, followed immediately by 26 weeks' Additional Maternity Leave regardless of length of service, provided you have correctly notified your Line Manager in accordance with the Notification Procedure (see Employee's Notification of Pregnancy above).

Commencement of Maternity Leave

The start of Maternity Leave must be no earlier than the beginning of the 11 week before the Expected Week of Childbirth (EWC).

You may continue working as close to your Expected Week of Childbirth (EWC) as you wish. However if your manager considers there may be a risk to you or your baby as a result of you continuing to work then the Company reserves the right to require you to seek medical opinion.

Commencing Maternity Leave Earlier than the Notified Date

If you wish to change the start date of your Maternity Leave you should normally give your Line Manager at least 28 days' notice in writing of your wish to do so either before the date you originally intended to start your leave or 28 days before the new date you want to start your leave.

There are occasions when the commencement of Maternity Leave is earlier than expected, for instance:

- if you give birth before the date previously notified then the Maternity Leave period starts automatically on the day after the date of the birth, or
- if you are absent from work due to a pregnancy related reason in the last 4 weeks before the Expected Week of Childbirth, but before the date you have previously notified, then your maternity leave period begins automatically on the day after the first day of absence. If it is only a short absence, and you wish to return to work, then commencement can be delayed at the directors' discretion, which will normally be confirmed in writing. If the absence is due to illness and is not pregnancy related then the Maternity Leave cannot be triggered.

In either instance you should advise your Line Manager in writing. They will respond to you within 28 days confirming the new date by which you should return to work.

Terms and Conditions during Ordinary Maternity Leave

During Ordinary Maternity Leave you will continue to receive all your contractual benefits excluding salary (see Statutory Maternity Pay), unless the employment is ended during this period. Examples of contractual benefits are the continued use of a company mobile phone*, laptop computer* (*unless business use only), pension etc. You are bound by the terms including any restrictions of the Contract of Employment. The employment will be regarded as continuous during this leave.

If a pay or benefit review is undertaken during your Ordinary Maternity Leave, then you will receive any improvements in accordance with the normal review procedure.

You will continue to accrue holiday entitlement during Ordinary Maternity Leave, which will need to be taken in accordance with the Contract of Employment. Annual leave will not normally be taken during Maternity Leave.

You are entitled to return to the same job held prior to commencement of Ordinary Maternity Leave.

Employees who work for another employer during Ordinary Maternity Leave must inform their Line Manager as their Statutory Maternity Pay may be affected.

Terms and Conditions during Additional Maternity Leave

Your Contract of Employment continues in suspension during Additional Maternity Leave, (unless it is ended by either party) and employment will be regarded as continuous. During Additional Maternity Leave you are bound by the terms including any restrictions of the Contract of Employment.

On return from Additional Maternity Leave the Company will endeavour to enable you to return to the job you held immediately prior to commencing Ordinary Maternity Leave. Where it is not possible to return to the same role then you will be offered similar positions which will have the same or improved terms and conditions and status as your previous role.

Subject to your rights under the Working Time Regulations, the Company will reduce the contractual annual holiday entitlement by the proportion of the holiday year you are on Additional Maternity Leave.

If the Company holiday year is due to end during or shortly after Maternity Leave you may consider ending the Maternity Leave and transferring onto paid holiday in order to use up entitlement.

Keeping in Touch during Maternity Leave

Your Line Manager will make reasonable contact with you during your Maternity Leave. In particular you will be informed of:

- any significant changes at work including job vacancies;
- any opportunities for training or other events during your Maternity Leave.

As mutually agreed, you can attend at work, or training days, or any other work related event for up to 10 days during your Maternity Leave. This will not affect your right to continued Statutory Maternity Pay. Additional payment for this period will be at a Director's discretion.

Return to Work

Once you have confirmed the expected start date of your Maternity Leave, unless previously agreed, the assumed return date will be based on 52 weeks (Ordinary Maternity and Additional Maternity Leave combined), which will be confirmed in writing by your Line Manager. If you wish to return to work before this date, you will need to give at least 8 weeks' notice in writing to your Line Manager. If the proper amount of notice is not given, then the Company reserves the right to delay the return until 8 weeks' notice has been given or to the original expected return date, whichever is the sooner.

You cannot return to work within 2 weeks directly after giving birth (or within 4 weeks if employee carries out a physically demanding role).

If you are unable to return to work on the specified date, for instance due to sickness, then you should inform your Line Manager at the earliest opportunity or contact them in line with the Company Absence Procedure. You will then transfer from Maternity Leave onto Sick Leave.

If you fail to return to work without any other explanation or notification, then the absence will be regarded as unauthorised.

Statutory Maternity Pay

To qualify for SMP you must

- have 26 weeks' continuous service by the end of the 15 week before the expected week of childbirth;
- still be employed by the Company and have earnings not less than the lower earnings limit for the payment of National Insurance Contributions by the end of the 15 week before the expected week of childbirth, and
- have given at least 28 days' notice of when you want your SMP to start.

If you qualify you are entitled to receive up to 39 weeks' Statutory Maternity Pay.

You can receive Statutory Maternity Pay whether or not you intend to return to the Company (if you are not eligible for SMP refer to the section below Non Qualifying Employees).

Rate of Statutory Maternity Pay (SMP)

Weeks 1 - 6

The rate of SMP is 90% of your average weekly earnings

Weeks 7 – 39

current Statutory Maternity Pay rate, or

90% of average weekly earnings if the weekly earnings are a lesser amount than the SMP Rate

Weeks 40 – 52

No payment

Statutory Maternity Pay is subject to the normal deductions for tax and National Insurance Contributions. Normally Statutory Maternity Pay cannot be correctly calculated until after the commencement of Maternity Leave. Your Line Manager will therefore write to you after the commencement to set out the precise details of Maternity Payment to be received during the length of the Maternity Leave.

Non Qualifying Employees

If you do not qualify for Statutory Maternity Pay due to length of service or your earnings are below the current lower earnings limit for National Insurance Contributions you may be able to claim other benefits or Maternity Allowance from Social Security (subject to their earnings at previous employment). In these instances you should contact the local Social Security or Jobcentre Plus Office direct. The company will give you a Form SMP1 which will set out the reasons why you cannot claim Statutory Maternity Pay for you to pass onto the Jobcentre Plus or Social Security Office.

4.7 Paternity

The purpose of the Company's paternity procedure is to inform employees of their rights and entitlements in respect of Paternity Leave and Pay. The Company reserves the right to depart from the precise requirements of its Paternity Procedure where it is expedient and correct to do so and where the resulting treatment of the employee is no less fair.

This policy and procedure does not form part of the Contract of Employment. The Company may make changes or fully remove this Policy and Procedure at its discretion.

All the rights within the procedure apply equally to full and part time employees no matter how many hours are worked during the week. All employees will need to satisfy qualifying conditions to obtain their rights.

Ordinary Paternity Leave (OPL)

Ordinary Paternity Leave (OPL) is time off work to care for the child or support the mother of the child. The entitlement to leave is based on a relationship with the child's mother, so paternity and adoption leave also apply to partnerships of the same sex.

In order to qualify for OPL you must satisfy the following criteria:

- have worked continuously for the Company for 26 weeks ending with the 15 week before the Expected Week of Childbirth (EWC)
- be the child's biological father and have or expect to have responsibility for the child's upbringing, or
- be the spouse or partner of the mother and have or expect to have responsibility for the child's upbringing, or
- be married to or the partner of the adopter and have or expect to have responsibility for the child's upbringing in an adoptive situation

Employee's Notice of Ordinary Paternity Leave (OPL)

Birth: to ensure you can exercise your statutory rights for OPL in birth situations, you should inform the Office Manager in writing by the end of the 15 week before the Expected Week of Childbirth (EWC) or sooner of the following:

- the date the baby is due or what the Expected Week of Childbirth (EWC) is likely to be;
- the date you intend to start your OPL;
- whether you wish to take 1 or 2 weeks OPL.

Adoption: to ensure you can exercise your statutory rights for OPL in adoptive situations, you should inform your Line Manager in writing by no later than seven days after the date on which you received notification from the Adoption Agency or sooner of the following:

- the date on which the child is expected to be placed for adoption;
- the date you intend to start their OPL;
- whether you wish to take 1 or 2 weeks Paternity Leave.

When Ordinary Paternity Leave can commence

You can commence your Paternity Leave as follows:

Birth situations:

- the date the baby is born (moveable date);
- the date falling a chosen number of days after the date the baby is born (moveable date);
- a predetermined date. Where a predetermined date has been agreed and the baby is not born on or before that date then you can change your choice to another later predetermined date or take leave from the actual date of birth or a specified number of days after the date of birth. In either instance you should give as much notice to the manager as reasonably possible.
-

Adoption situations:

- the date the child is placed;
- the date falling a chosen number of days after the date of the child's placement.

Length of Ordinary Paternity Leave

The maximum length of Ordinary Paternity Leave is two weeks for each pregnancy or adoption, even if the mother has a multiple birth or more than one child is adopted. You can still take Ordinary Paternity Leave if your child is stillborn after 24 weeks of pregnancy or born alive at any point of the pregnancy.

Ordinary Paternity Leave must be taken within:

- 56 days of the child's birth; or
- if the child is born premature, then 56 days from the beginning of the Expected Week of Childbirth (EWC); or
- in adoptive circumstances, 56 days from the date of placement.

Ordinary Paternity Leave can be taken either:

- for one week; or
- two weeks.

Paternity Leave cannot be taken in odd days or separate weeks.

Ante Natal Care

An expectant father or the partner (including same sex) of a pregnant woman will be entitled to take unpaid time off work to accompany the woman to up to 2 of her ante natal appointments. The time off is capped at six and a half hours for each appointment.

You should inform your manager of any appointments in advance and provide evidence, ie an appointment card or other supporting documents. Wherever possible you should arrange the appointment at the end or start of the working day to ensure minimal disruption.

Self-Certificate

Please give your Line Manager a completed Self-Certificate Form SC3 “becoming a parent” or form SC4 “becoming an adoptive parent” confirming you are entitled to the Paternity Leave. The form is available from HMRC, which can be downloaded from the internet (www.hmrc.gov.uk).

Employer’s Response to Notice of Paternity Leave

Your Line Manager will normally write to you within 28 days of having been correctly notified of the pregnancy and notice of the Paternity Leave, unless it is not reasonably practical to do so.

Changing Start Date of Paternity Leave

If you wish to change the start date of the Paternity Leave you should give at least 28 days’ notice to your Line Manager, unless it is not reasonably practical to do so.

Return from Paternity Leave

On return from Paternity Leave you will return to the same job on the same terms and conditions prior to commencement of the Leave.

Paternity Pay

To qualify for Statutory Paternity Pay your normal weekly earnings in the 8 weeks ending with the fifteenth week before the week your baby is due or in the 8 weeks before the week in which the adoption placement is notified must be at or above the lower earnings threshold.

You should give at least 28 days’ notice of your intention to claim Statutory Paternity Pay or as reasonably practical.

The rate of Statutory Paternity Pay is the same weekly rate as Statutory Maternity Pay as follows:

- current Statutory Maternity Pay rate, or
- 90% of average weekly earnings if the weekly earnings are a lesser amount than the SMP Rate.

If you do not qualify for Statutory Paternity Pay as your earnings are below the current lower earnings limit for National Insurance Contributions then you should contact the local Social Security or Jobcentre Plus Office direct.

4.8 Shared Parental Leave

Shared Parental Leave enables eligible parents to share the care of their child during the first year of birth or adoption and allow them more flexibility in considering how to best care for, and bond with, their child.

Eligible mothers will still be entitled to 52 weeks of Maternity Leave which includes 39 weeks of statutory maternity pay.

All eligible employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to some Shared Parental Pay. This policy sets out the statutory rights and responsibilities of employees who wish to take statutory Shared Parental Leave (SPL) and statutory Shared Parental Pay (ShPP).

Who is eligible for Shared Parental Leave?

SPL can only be used by two people:

- the mother/adopter; and

- the father of the child (in the case of birth); or
- the spouse, civil partner or partner of the child's mother/ adopter.

Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption.

To qualify for SPL you must satisfy each of the following criteria:

- the mother/adopter of the child must be/have been entitled to statutory maternity/adoption leave or if not entitled to statutory maternity/adoption leave they must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have ended or given notice to reduce any maternity/adoption entitlements;
- you must still be working for the organisation at the start of each period of SPL;
- you must pass the 'continuity test' requiring you to have a minimum of 26 weeks' service at the end of the 15th week before the child's expected due date/matching date;
- your partner must meet the 'employment and earnings test' requiring them in the 66 weeks leading up to the child's expected due date/matching date have worked for at least 26 weeks and earned an average of at least £30 (this figure may be subject to change on an annual basis) a week in any 13 of those weeks;
- you must correctly notify the organisation of your entitlement and provide evidence as required.

The Shared Parental Leave entitlement

Eligible employees may be entitled to take up to 50 weeks SPL during the child's first year in their family. The number of weeks available is calculated using the mother's/adopter's entitlement to maternity/adoption leave, which allows them to take up to 52 weeks' leave. If they reduce their maternity/adoption leave entitlement then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL.

A mother/adopter may reduce the entitlement to maternity/adoption leave by returning to work before the full entitlement of 52 weeks has been taken, or they may give notice to curtail their leave at a specified future date.

If neither of you is entitled to maternity or adoption leave then SPL will be 52 weeks minus any weeks of maternity pay, Maternity Allowance or adoption pay.

SPL can commence as follows:

- the mother can take SPL after she has taken the legally required two weeks of maternity leave immediately following the birth of the child;
- the adopter can take SPL after taking at least two weeks of adoption leave;
- the father/partner/spouse can take SPL immediately following the birth/placement of the child, but may first choose to exhaust any paternity leave entitlements (as the father/partner cannot take paternity leave or pay once they have taken any SPL or ShPP).

Where a mother/adopter gives notice to curtail their maternity/adoption entitlement then the mother/adopter's partner can take leave while the mother/adopter is still using their maternity/adoption entitlements.

SPL will generally commence on your chosen start date specified in your leave booking notice, or in any subsequent variation notice.

If you are eligible for Shared Parental Pay (ShPP) this may be paid for some, or all of the SPL period.

SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost.

Notifying the organisation of an entitlement to Shared Parental Leave

If you are entitled and intending to take SPL you must give your Line Manager notification of your entitlement and intention to take SPL, at least eight weeks before you can take any period of SPL.

Part of the eligibility criteria requires you to provide the organisation with correct notification. Notification must be in writing and requires each of the following:

- your name;
- the name of the other parent;
- the start and end dates of any maternity/adoption leave or pay, or maternity allowance, taken in respect of the child and the total amount of SPL available;
- the date on which the child is expected to be born and the actual date of birth or, in the case of an adopted child, the date on which you were notified of having been matched with the child and the date of placement for adoption;
- the amount of SPL the employee and their partner each intend to take;
- a non-binding indication of when you expect to take the leave.

You must provide the organisation with a signed declaration stating:

- you meet, or will meet, the eligibility conditions and are entitled to take SPL;
- the information you have given is accurate;
- if you are not the mother/adoption you must confirm you are either the father of the child or the spouse, civil partner or partner of the mother/adoption;
- should you cease to be eligible you will immediately inform the organisation.

You must provide the organisation with a signed declaration from your partner confirming:

- their name, address and national insurance number (or a declaration that they do not have a national insurance number);
- that they are the mother/adoption of the child or they are the father of the child or are the spouse, civil partner or partner of the mother/adoption;
- that they satisfy the 'employment and earnings test' and had at the date of the child's birth or placement for adoption the main responsibility for the child, along with the employee;
- they consent to the amount of SPL you intend to take;
- they consent to the organisation processing the information contained in the declaration form; and
- (in the case whether the partner is the mother/adoption), you will immediately inform your partner should you cease to satisfy the eligibility conditions.

Requesting further evidence of eligibility

The organisation may, within 14 days of the SPL entitlement notification being given, request:

- the name and business address of the partner's employer (where your partner is no longer employed or is self-employed their contact details must be given instead);
- in the case of biological parents, a copy of the child's birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth);
- in the case of an adopted child, documentary evidence of the name and address of the adoption agency, the date on which you were notified of having been matched with the child and the date on which the agency expects to place the child for adoption.

In order to be entitled to SPL, you must produce this information within 14 days of the employer's request.

Discussions regarding Shared Parental Leave

If you are considering taking SPL you should contact your Line Manager to arrange an informal discussion as early as possible regarding your entitlement and plans, to enable the organisation to support you.

Your Line Manager may, upon receiving a notification of entitlement to take SPL, arrange an informal discussion with you to talk about your intentions and how you intend to use your SPL entitlement.

Upon receiving a leave booking notice your Line Manager will arrange a meeting to discuss it. Where a notice is for a single period of continuous leave, or where a request for discontinuous leave can be

approved without further discussion, a meeting may not be necessary. The meeting should take place in private and be arranged in advance. An alternative date may be arranged or the meeting can be held by telephone.

At the meeting you may, if you wish, be accompanied by a workplace colleague or trade union representative.

The purpose of the meeting is to discuss in detail the leave proposed and what will happen while you are away from work. Where it is a request for discontinuous leave the discussion may cover how the leave proposal could be agreed, whether a modified arrangement would be agreeable to you and the organisation, and what the outcome may be if no agreement is reached.

Booking Shared Parental Leave

In addition to notifying your Line Manager of entitlement to SPL/ShPP, you must also give notice to take the leave. In many cases, notice to take leave will be given at the same time as the notice of entitlement to SPL.

You have the right to submit three notifications specifying leave periods you are intending to take. Each notification may contain either:

- (a) a single period of weeks of leave; or
- (b) two or more weeks of discontinuous leave, where you intend to return to work between periods of leave.

SPL can only be taken in complete weeks but may begin on any day of the week. For example if a week of SPL began on a Tuesday it would finish on a Monday. Where you return to work between periods of SPL, the next period of SPL can start on any day of the week.

You must book SPL by giving the correct notification at least eight weeks before the date on which you wish to start the leave and (if applicable) receive ShPP.

Continuous leave notifications

A notification can be for a period of **continuous leave**, which means a notification of a number of weeks taken in a single unbroken period of leave (for example, six weeks in a row).

You have the right to take a continuous block of leave notified in a single notification, so long as it does not exceed the total number of weeks of SPL available to you (specified in the notice of entitlement) and the organisation has been given at least eight weeks' notice.

You may submit up to three separate notifications for continuous periods of leave.

Discontinuous leave notifications

A single notification may also contain a request for two or more periods of discontinuous leave, which means asking for a set number of weeks of leave over a period of time, with breaks between the leave where you return to work (for example, an arrangement where an employee will take six weeks of SPL and work every other week for a period of three months).

Where there is concern over accommodating the notification, a further meeting may be arranged to discuss the notification with a view to agreeing an arrangement that meets both your needs and those of the organisation.

The organisation will consider a discontinuous leave notification but has the right to refuse it. If the leave pattern is refused, you can either withdraw it within 15 days of giving it, or can take the leave in a single continuous block.

Responding to a Shared Parental Leave notification

Once your Line Manager receives the leave booking notice, it will be dealt with as soon as possible, but a response will be provided no later than the 14th day after the leave request was made. All notices for continuous leave will be confirmed in writing.

All requests for discontinuous leave will be carefully considered, weighing up the potential benefits to the employee and to the organisation against any adverse impact to the business.

Each request for discontinuous leave will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL.

You will be informed in writing of the decision as soon as is reasonably practicable, but no later than the 14th day after the leave notification was made. The request may be granted in full or in a modified version.

If a discontinuous leave pattern is refused you may withdraw the request without detriment on or before the 15th day after the notification was given; or may take the total number of weeks in the notice in a single continuous block. If you choose to take the leave in a single continuous block, you have until the 19th day from the date the original notification was given to choose when you want the leave period to begin. The leave cannot start sooner than eight weeks from the date the original notification was submitted. If you do not choose a start date then the leave will begin on the first leave date requested in the original notification.

Variations to arranged Shared Parental Leave

You are permitted to vary or cancel an agreed and booked period of SPL, provided that you advise your Line Manager in writing at least eight weeks before the date of any variation. Any new start date cannot be sooner than eight weeks from the date of the variation request.

Any variation or cancellation notification made by you, including notice to return to work early, will usually count as a new notification reducing your right to book/vary leave by one. However, a change as a result of a child being born early, or as a result of the organisation requesting it be changed, and you being agreeable to the change, will not count as further notification. Any variation will be confirmed in writing by the organisation.

Statutory Shared Parental Pay (ShPP)

If you are eligible, you may be entitled to take up to 37 weeks ShPP while taking SPL. The amount of weeks available will depend on the amount by which the mother/adoption reduces their maternity/adoption pay period or maternity allowance period.

ShPP may be payable during some or all of SPL, depending on the length and timing of the leave.

In addition to meeting the eligibility requirements for SPL, if you are seeking to claim ShPP you must further satisfy each of the following criteria:

- the mother/adoption must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have reduced their maternity/adoption pay period or maternity allowance period;
- you must intend to care for the child during the week in which ShPP is payable;
- you must have an average weekly earnings for the period of eight weeks leading up to and including the 15th week before the child's expected due date/matching date of not less than the lower earnings limit in force for national insurance contributions;
- you must remain in continuous employment until the first week of ShPP has begun;
- you must give proper notification in accordance with the rules set out below.

Where you are entitled to receive ShPP you must, at least eight weeks before receiving any ShPP, give your Line Manager written notice advising of your entitlement to ShPP. To avoid duplication, if possible, this should be included as part of the notice of entitlement to take SPL.

In addition to what must be included in the notice of entitlement to take SPL, any notice that advises of an entitlement for ShPP must include:

- the start and end dates of any maternity/adoption pay or maternity allowance;
- the total amount of ShPP available, the amount of ShPP you and your partner each intend to claim, and a non-binding indication of when you expect to claim ShPP;
- a signed declaration from you confirming that the information you have given is correct, that you meet, or will meet, the criteria for ShPP and that you will immediately inform the organisation should you cease to be eligible.

It must be accompanied by a signed declaration from your partner confirming:

- their agreement to you claiming ShPP and for the organisation to process any ShPP payments to you;
- (in the case where the partner is the mother/ adopter) that they have reduced their maternity/adoption pay or maternity allowance;
- (in the case whether the partner is the mother/ adopter) that they will immediately inform their partner should they cease to satisfy the eligibility conditions.

Any ShPP due will be paid at a rate set by the Government for the relevant tax year.

Terms and conditions during Shared Parental Leave

During the period of SPL, your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for salary. In particular, any benefits in kind (such as use of a company car, laptop, mobile phone and gym membership) will continue and contractual annual leave entitlement will continue to accrue.

Pension contributions will continue to be made during any period when you are receiving ShPP but not during any period of unpaid SPL. Employee contributions will be based on actual pay, while the organisation's contributions will be based on the salary that the employee would have received had they not been taking SPL.

Annual Leave

SPL is granted in addition to your normal annual holiday entitlement. You are reminded that holiday should wherever possible be taken in the year it is earned. Where an SPL period overlaps two leave years you should consider how your annual leave entitlement can be used to ensure that it is not untaken at the end of your holiday year.

Contact during Shared Parental Leave

Before your SPL begins, the organisation will discuss the arrangements for you to keep in touch during your leave. The organisation reserves the right in any event to maintain reasonable contact with you during your SPL. This may be to discuss your plans to return to work, to ensure you are aware of any possible promotion opportunities, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

Shared Parental Leave in Touch days

You can agree to work for the organisation (or attend training) for up to 20 days during SPL without bringing your period of SPL to an end or impacting on your right to claim ShPP for that week. These are known as "Shared Parental Leave In Touch" or "SPLIT" days. Any work carried out on a day or part of a day shall constitute a day's work for these purposes.

The organisation has no right to require you to carry out any work, and is under no obligation to offer you work during SPL. Any work undertaken is a matter for agreement between you and the organisation. If you are taking a SPLIT day you will receive full pay for any day worked. If a SPLIT day occurs during a week when you are receiving ShPP, this will be effectively 'topped up' so you receive full pay for the day in question. Any SPLIT days worked do not extend the period of SPL.

With the agreement of the organisation, you may use SPLIT days to work part of a week during SPL. You may use SPLIT days to effect a gradual return to work towards the end of a long period of SPL or to trial a possible flexible working pattern.

Returning to work after Shared Parental Leave

You will have been formally advised in writing by the organisation of the end date of any period of SPL. You are expected to return on the next working day after this date, unless you notify the organisation otherwise. If you are unable to attend work due to sickness or injury, the organisation's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

If you wish to return to work earlier than the expected return date, you may provide a written notice to vary the leave and must give the organisation at least eight weeks' notice of your date of early return. This will count as one of your notifications. If you have already used your three notifications to book and/or vary leave then the organisation does not have to accept the notice to return early but may do if it is considered to be reasonably practicable to do so.

On returning to work after SPL, if your aggregate total statutory maternity/paternity/adoption leave and SPL amounts to 26 weeks or less, you will return to the same job. The same job is the one you occupied immediately before commencing maternity/paternity/adoption leave and the most recent period of SPL, on the same terms and conditions of employment as if you had not been absent.

If your maternity/paternity/adoption leave and SPL amounts to 26 weeks or more in aggregate, you are entitled to return to the same job you held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable.

If you also take a period of unpaid parental leave of 4 weeks or less this will have no effect on your right to return and you will still be entitled to return to the same job as you occupied before taking the last period of leave if the aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks.

If a parent takes a period of 5 weeks of unpaid parental leave, even if the total aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks, you will be entitled to return to the same job you held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is suitable and appropriate and on terms and conditions no less favourable.

Fraudulent claims

The organisation can, where there is a suspicion that fraudulent information may have been provided or where the organisation has been informed by the HMRC that a fraudulent claim was made, investigate the matter further in accordance with the usual company investigation and disciplinary procedures, and also without acting in a discriminatory manner in relation to any of the protected characteristics defined in the Equality Act 2010.

Special circumstances and further information

In certain situations an employee's rights and requirements regarding SPL and ShPP may change. In these circumstances the organisation will abide by any statutory obligations in force at the time.

4.9 Parental Leave

Once you have been continuously employed by the Company for one year, you are entitled to take unpaid parental leave where:

- you have or expect to have responsibility for a child under the age of 18 (i.e. as a parent or adoptive parent);
- you have not exceeded the 18 week maximum parental leave entitlement for that child with any other employer.

Each parent is entitled to 18 weeks parental leave in total, for each child.

5. HEALTH & SAFETY

5.1 Health & Safety Statement

Buxton Building Contractors Ltd Building Contractors recognises its responsibilities to comply with the Health and Safety at Work etc. Act 1974, together with all relevant safety legislation and related requirements, including BS OHSAS 18001, with regards to its employees and others who may be affected.

Buxton Building Contractors Ltd Building Contractors will provide such information, training, supervision, plant and equipment as necessary, to identify, eliminate or control hazards and risks and to meet our commitment to prevent injury and ill health on site, at Head Office and Plant Yard. Adequate resources will be provided for this purpose.

Any Company employee who supervises or manages the use of work equipment shall have received adequate training for the purpose of health and safety, including training in the methods which may be adopted when using the work equipment, any risks which such use may entail and precautions to be taken. All employees and sub-contractors are expected to co-operate with the Company in carrying out this policy and must ensure that their own work, so far as is reasonably practicable, is carried out without risk to themselves or others.

The Board of Directors has appointed the Managing Director as having particular responsibility for Occupational Health, Safety and Welfare, including setting and reviewing objectives and is to whom references should be made in the event of any difficulty arising in the implementation of this policy. The Management and staff of the Company will monitor the operation of this policy. To assist in this respect, the Company has appointed a consultant as safety advisers to give advice on the requirements of the relevant statutory provisions and safety matters and, on request, to visit sites and workplaces to ensure compliance.

This statement of Company policy will be displayed prominently, on the Company's website or made available at all sites, Head Office and Plant Yard. In addition, the organisation and arrangements for implementing the policy will also be available at each site and workplace. A full copy of the policy is held at, Cedar House, 91 High Street, Caterham, Surrey, CR3 5UX, for reference by any employee as required. This policy will be reviewed on an annual basis to accommodate any changes in legislation and reflect continual improvement in our occupational health & safety performance.

5.2 Responsibility

The Company is responsible for:

- assessing the risk to the health and safety of employees and others who may be affected and identifying what measures are needed to comply with its health and safety obligations;
- providing and maintaining office locations, equipment and systems of work that are safe and without risks to health;
- ensuring that all necessary safety devices are installed and maintained on equipment;
- providing information, instruction, training and supervision in safe working methods and procedures;
- providing and maintaining a healthy and safe workplace;
- promoting the co-operation of employees to ensure safe and healthy conditions and systems of work by discussion and effective joint consultation;
- establishing emergency procedures as required;
- monitoring and reviewing the management of health and safety at work;
- keeping the Health and Safety policy under review and making any revision it deems necessary from time to time. All such revisions will be brought to the attention of employees.

These guidance notes need your full co-operation and you are expected to give all possible assistance aimed at its successful implementation, to take reasonable care for your own safety and that of others. In order to achieve this end, you must:

- comply with any safety instructions and directions issued by the Company;
- take reasonable care for your health and safety and the health and safety of others (e.g. other employees, contractors, customers, clients, workmen, etc.) who may be affected by your acts or omissions at work, by observing safety rules which are applicable to you (including but not limited to the Company's alcohol and drug policies);
- co-operate with the Directors to ensure that the aims of the Health and Safety Policy Statement are achieved and any duty or requirement imposed on the Company by or under any of the relevant statutory provisions is complied with;
- report and co-operate in the investigation of all accidents or incidents that have led to or may lead to injury;
- use equipment or protective clothing provided in accordance with any training you have received;
- report any potential risk or hazard or malfunction of equipment to the appropriate authority.

Any failure by you to comply with any aspect of the Company's health and safety procedures, rules or duties specifically assigned to you with regard to health and safety will be regarded by the Company as misconduct which will be dealt with under the terms of our disciplinary procedure.

Although the final level of responsibility for ensuring health and safety at work lies with the Principal Health and Safety Officer, each and every individual employee also has a responsibility for their own health and safety and that of others.

Staff are responsible for the implementation of the health and safety policies in the areas under their control.

You must observe all safety rules and co-operate with the Director charged with responsibility for the implementation of the Company's health and safety policy to achieve a healthy and safe workplace and to take reasonable care of themselves and others.

5.3 Manual Handling

Manual handling includes lifting, lowering, carrying and also pushing and pulling loads. Take the following precautions to minimise the risk of injury:

- estimate the weight of the load and decide whether or not it can be lifted safely;
- do not stoop or stretch to pick up the load;
- lift safely by standing with your feet slightly apart. Bend your knees and hips, keeping your back straight and head up. Use your legs to lift, not your back. Take the same care when putting the load down;
- avoid twisting and carrying at the same time. Keep the load close at all times;
- use a trolley or sack truck wherever possible;
- do not carry a heavy load more than 10 metres. If this is absolutely necessary, take regular breaks;
- get help to carry a particularly heavy load;
- if you are pregnant or suffer from a bad back or other conditions which could be affected by lifting or carrying loads, do not even attempt it. Ask someone else to do it.

5.4 Hazardous Substances

Whenever possible chemical hazards shall be avoided by engineering control but in certain cases it will be necessary to specify personal protective clothing and in such instances the wearing of this clothing is mandatory.

It is our policy to avoid excessive exposure of employees to any substance used in the workshop and to ensure levels remain below the occupational exposure limits recommended by HSE. Protection from exposure is by means of containment, exhaust systems, safe working practices, personal protective equipment and training.

Hazardous substances should be identifiable by a warning label. This label should carry information on how to use the product and any precautions to follow. For this reason all hazardous substances should always be stored in their original container if possible. If product is decanted then the containers must be appropriately labelled.

Liquid spillage must be contained immediately by the operator, wearing appropriate personal protective equipment, using inert filler such as sand/sawdust. Your Line Manager and a Director must be informed immediately, who will assume control. If dangerous materials enter drains/water courses the Water Authority must be informed. Incidents must be immediately reported to a Director.

Disposal of hazardous waste is not permitted without written instructions from a Director.

To keep risks to a minimum, always follow the instructions on the label. If in doubt, consult a Director.

The Company will conduct regular assessments of risks relating to hazardous substances using the services of a suitably qualified expert as required.

5.5 Prevention of General Hazards

Any hazards identified should be reported to the Directors so that appropriate action can be taken.

5.6 First Aid

A first aid box is kept on site. The location of the first aid box is marked by means of an appropriate notice. First aid boxes will usually be located in the kitchen or close to the tea point. Please make yourself familiar with its whereabouts. It is the responsibility of the Senior First Aider to ensure it is kept up to date and sufficiently stocked at all times.

5.7 Emergency Situations

You must ensure that you are familiar with the evacuation routes and assembly points. Do not wait to collect personal belongings. Do not return until instructions are issued that it is safe to do so.

5.8 Fire drill and fire precautions

In the event of a fire or emergency situation, it is imperative that you exit the building in a calm and orderly manner, through the nearest marked fire exit. You should familiarise yourself with the nearest fire exits within the building.

If you discover a fire:

- immediately operate the nearest fire alarm;
- if possible, attempt to extinguish the fire with the correct appliance provided but without taking any personal risk or risk to others;
- on hearing the alarm, leave the building immediately and assemble on the public footpath under the Cedar tree;
- use the nearest available fire exit;
- do not stop to collect personal belongings;
- do not re-enter the building until advised by a member of senior management.

It is in your interest to study these guidelines, to know what to do in the event of a fire and to familiarise yourself with the instructions on the different types of fire extinguishers.

Red extinguishers are water which can be used for ordinary combustible materials, e.g. paper. Blue extinguishers are dry powder which can be used for flammable liquids, plastics etc. Beige extinguishers are foam which can be used for oil or petrol. Black extinguishers are carbon dioxide which can be used for electrical fires. If in doubt the blue or black extinguishers can be used on all types of fire.

You should do your best to escort visitors and disabled people out of the building in an emergency.

Fire-fighting equipment will be checked each month and extinguishers will be certified on annual contracts by an approved company.

5.9 Recording Accidents

The Company has a responsibility to record details of any accident which takes place in a work environment. This includes accidents in which visitors or non-employees are involved.

If you suffer an accident during working hours, you (or someone on your behalf) must report that fact to the person responsible for health and safety as soon as is practicable after the event. All accidents should be reported to a Director, however trivial. The accident will need to be recorded in the Company's Accident Book by a Director.

5.10 Personal Well Being

Individual responsibility for health and safety encompasses both its physical and mental aspects. If, for any reason, you are "feeling under pressure" and are concerned about your general well-being, appropriate steps should be taken to remedy the situation (e.g. perhaps by taking a period of leave or talking to a doctor).

5.11 Smoking Policy

The Company has taken a positive position on the smoking issue and banned smoking in all Company areas. Our objectives in providing a smoke-free environment are based on the well-known dangers of passive smoking to the non-smoker and also the desire to provide a clean odour-free atmosphere for everyone. If you are using electronic cigarettes or similar method to reduce or quit smoking these can be used outside of the buildings. These breaks should be no more than three times a day with the aim of reducing the time spent over a period of three months. The Directors will review time spent after a three month period to determine an on-going approach. Smoking in Company cars is strictly prohibited in line with current legislation.

5.12 Visual Display Units (VDUs)

The following action should be taken to reduce the risk of discomfort or injury:

- adjust your chair and VDU to find the most comfortable position to work;
- ensure there is enough space underneath the desk to move your legs freely;
- avoid excess pressure on the back of your legs and knees. Use a footrest if necessary;
- change your posture as often as possible.

If you are a frequent user of VDU equipment you are entitled to have an eye test paid for by the Company. The Company will also pay for a pair of basic frames and lenses if they are required solely for VDU use. The Company will research the cost of an average eye test and basic (i.e. lowest of the range glasses) and reimburse you for this amount, or a similar amount based on receipted evidence.

5.13 Electricity

All staff should look critically at any electrical equipment such as damage to cables, and signs of overheating. Please do not ignore obvious signs such as faulty switches or intermittent stopping. These may indicate an internal fault. If a fault is found, the equipment should be taken out of use and the repair should be carried out by someone who has the necessary skill and knowledge to carry out the task safely.

Staff should not plug in or use any electrical equipment that has not been PAT tested.

5.14 Drugs and Alcohol

Alcohol: The Company's policy is to forbid the consumption of alcohol on the Company's premises. The only exception to this rule is when you are invited to an official function on the premises.

Other than at an official function, if you are found to be consuming alcohol on Company premises or to be under the influence of alcohol at work, you will face disciplinary action on the grounds of gross misconduct under the Company's disciplinary procedure and may be sent home without pay.

If you are driving on the Company's business, you must observe the drink driving legislation.

Drugs: The possession, use or distribution of drugs for non-medical purposes on Company premises is strictly forbidden. If you are prescribed drugs by your doctor which may affect your ability to perform your work you should discuss this with a Director and especially if you are driving on the Company's business or working with electronic equipment.

If either the Company suspects you have breached the prohibition on drugs, or your work performance or conduct has been impaired through such abuse (or you have failed to inform the Company of prescription drugs which could impair your performance), the disciplinary procedure may be invoked. Such breaches are deemed to be gross misconduct and you may be dismissed.

Any staff member found in possession of, or dealing in illegal drugs will be immediately reported to the police.

5.15 Mobile Telephones whilst driving

It is illegal to use a mobile telephone whilst driving or if the engine of your car is switched on, whether or not the vehicle is stationary. A hands free kit may be used but a mobile telephone must not be held in the hand.

It is Company policy that mobile telephones are not used to make calls or send/receive text messages or any other form of communication whilst driving. With a hands free kit, calls may be held.

The safest use of a mobile telephone is to switch off the phone whilst driving a vehicle. When the car is parked and the engine switched off, check the messaging service and return calls as appropriate.

Failure to adhere to this policy may result in disciplinary action.

6. **EMPLOYEE RELATIONS**

Our success depends upon the maintenance of good working relationships and the effective performance and conduct of our workforce. The Disciplinary, Capability and Grievance procedures below set out the actions that will normally be taken when your conduct falls below such standards or in circumstances in which misunderstandings or grievances arise which cannot be resolved informally.

6.1 **Principles of Disciplinary, Capability and Grievance Procedure**

The principles are to:

- help maintain a high standard of professional ethics, integrity and work performance by having a framework to deal with misconduct and poor performance in a fair and consistent way;
- act promptly and take informal action where appropriate;
- fully investigate all cases before any decision is made;
- inform people about the issue or nature of under-performance before any formal action is taken;
- enable information to be presented in a formal meeting before a decision is made;
- provide, where appropriate, written copies of evidence and witness statements in advance of a formal meeting; and
- notify staff of their legal rights.

6.2 **General Points**

We will seek to resolve capability, disciplinary or grievance issues informally in the workplace. In most cases capability or disciplinary procedures will move from one stage to the next, i.e. from a verbal warning to a written warning, to a final written warning and then dismissal. There may, however be occasions where this will not be the case and the process may start at any stage, with the outcome being dismissal without notice, which is called summary dismissal.

These procedures apply to all employees, irrespective of job or grade and whether full-time, part-time or fixed-term.

Whilst it is our intention to follow these procedures where practicable, they do not form part of your contract of employment. If appropriate, the procedures relating to time limits may vary.

If you have a disability or medical condition affecting your performance, you should inform a Director. If necessary, reasonable adjustments can be made to the requirements of the job to aid performance.

Where a grievance is raised during the disciplinary process the disciplinary process may be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both issues concurrently.

6.3 **Informal Procedure**

Minor concerns about your conduct or performance will normally be dealt with informally between you and your manager, as part of day to day management and regular feedback. You should address any concerns with your manager immediately and you should subsequently check with your manager they are satisfied that the problem has been remedied. Informal discussions may be held with a view to:

- clarifying the standards required;
- identifying areas of concern;
- establishing the likely causes of misconduct or poor performance and identifying training needs;
- setting targets for improvement; and
- agreeing a time-scale for review.

File notes will be made and retained on the file following an informal meeting as a reminder of the issues and actions agreed.

6.4 Mediation

At any stage of the disciplinary, capability or grievance procedures, as long as it is appropriate, mediation can be used to resolve the issue. Mediation is voluntary and an independent mediator helps two or more people reach an agreement. Examples of when mediation can be used include:

- conflicts between people of the same grade or between a person and a Director;
- rebuilding relationships after a formal dispute has been resolved; and
- addressing issues such as a relationship breakdown, personality clash or communication problem.

If mediation is agreed to, then the formal disciplinary, capability or grievance procedure will be put on hold.

6.5 Formal Procedure

The formal procedure is used for more serious cases of misconduct or under performance or where informal discussions have not resulted in improvement. The Company may decide to deal with under-performance through one of two routes, disciplinary or capability.

6.6 Records

Records will be kept at each stage of the capability, disciplinary and grievance procedure including any initial informal discussion. You will have an opportunity to check the accuracy of the records, which will be treated as confidential and will be retained in accordance with the Data Protection Act 1998.

6.7 Right to be Accompanied

You may, if you wish, be accompanied at any formal meeting by a work colleague or an appropriate trade union official. If possible, you must provide the name and status of your proposed companion before the meeting.

An “appropriate trade union official” means a full-time official employed by a trade union; or a lay official who has been reasonably certified in writing by his/her union as having experience of, or as having received training in, acting as a worker’s companion at disciplinary or grievance hearings.

A companion may address the meeting in order to put your case, sum up your case or respond on your behalf to any view expressed at the meeting. He/she can also confer with you during the meeting. However, a companion has no right to answer questions on your behalf or to address the meeting if you do not wish it, or to prevent us from explaining our case.

6.8 Appeal

Appeals will only be considered if made in line with the procedure and within the time limits advised. You may appeal against the outcome of any stage of the formal disciplinary or capability procedure.

If you wish to appeal, you must provide a Director with a written request explaining the grounds of your appeal within 10 working days of the date you were informed of the decision in writing.

We will then invite you to attend an appeal meeting with a different Director or independent person, which you (and any companion) must take all reasonable steps to attend. We will give you a reasonable amount of written notice to attend this meeting. In cases of dismissal, the appeal will be held within four weeks of the date of receiving the letter.

Wherever possible, your appeal will be heard by a different Director than the one involved in the disciplinary meeting or by an independent HR specialist or mediator.

If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light, we will provide you with details in writing. You will have a reasonable opportunity to consider this information before the hearing, depending on the grounds for your appeal.

After the appeal meeting, we may

- confirm the original decision;
- revoke the original decision; or
- substitute a different outcome.

The final decision will be confirmed to you in writing within ten days of the appeal hearing. There will be no further right of appeal. The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, in the cases of dismissal, if the appeal is successful, the decision to dismiss you will be revoked with no loss of continuity of service or pay and benefits.

6.9 Capability or Disciplinary?

If the issue relates to misconduct then the disciplinary process will be followed. If the issue is under-performance then either the capability or disciplinary process may be used. The following gives a list of examples of issues which will usually result in the use of the formal disciplinary procedure:

- unauthorised absence from work;
- bad timekeeping and/or wasting time;
- failure to follow reasonable instructions or rules;
- some breaches of technical rules and procedures; and
- disruptive behaviour.

Each case will be judged on its individual merits and mitigating circumstances will be considered where appropriate.

The capability process will be used when it is felt you are unable to or not capable of performing to the required standards in your role. For example, there may be a long term health issue that means you are unable to perform in your role or you may lack, despite guidance and training, the skills and knowledge to fulfil the role to the required standard. If you are absent from work because of health issues, the Company will seek medical advice and find the best way to work with you if a meeting is required. This may include holding the meeting at a convenient location, such as your home address.

6.10 Disciplinary

Prior to a meeting

Investigation: an appropriate degree of investigation will have taken place before any disciplinary meeting is held which may include interviewing witnesses and checking the individual's records. The investigation will either be informal and conducted by a Manager or formal and conducted by an appropriately qualified person.

Suspension: if necessary, at any point of the process the Company may suspend you from work on full basic salary and benefits while the investigation is completed. This is a purely precautionary action and would not affect the outcome or your future employment. Suspension is not formal action and will be for as short a period as possible, under constant review and would only be used after careful consideration.

If you are asked to attend a formal meeting you will be given the following:

- a written invitation detailing the concerns;
- any written documents that will be used in the meeting;
- copies of any investigation that may have taken place;
- the right to be accompanied by a companion;
- a minimum of three days' notice before a meeting takes place to allow you time to prepare for the meeting and to arrange a companion if you wish.

The Meeting

The meeting will be chaired by your manager or Director with a note taker present. The chairperson will not have been involved in any formal investigation prior to the meeting.

The chairperson will explain the case and you will have the opportunity to respond.

The meeting can be adjourned at any time by you or the chairperson and will be reconvened at the earliest opportunity.

You are able to bring your own documents to the meeting if you feel this would help your case, including witness statements. If it is reasonably believed that witness statements would not be adequate, you are able to invite a witness to the disciplinary meeting, so that the witness can be questioned by both the Chair of the meeting and yourself. You should inform the chairperson in advance of the meeting if you wish to invite a witness to your hearing.

The timing and location will be arranged to be reasonable for all involved and at least three days in advance.

You should take all reasonable steps to attend the meeting. If your companion cannot attend, for a reason that was not reasonably foreseeable when the meeting was arranged, the meeting will be re-arranged. If the meeting has been postponed, please propose an alternative meeting date which is no more than five working days after the original date. If you do not attend this alternative meeting, it may result in the meeting being held without you.

The manager/Director will be responsible for the final decision after holding an adjournment to consider all of the facts properly and take advice if necessary. The adjournment will be for as long as it takes to make an informed decision. If further investigation is needed prior to a decision being made, an adjournment may last for as long as it takes to conclude this investigation. However, the meeting will be concluded and a decision communicated without undue delay.

After the Meeting

A decision will be taken as to whether the Company wishes to take action.

Before deciding on any action, the Company will take into account any previous sanctions or informal action on your record, the seriousness of the issue, actions taken in any previous similar case and the explanations given by you, including any mitigating circumstances.

Where formal action (apart from dismissal) is taken you will be advised in writing of:

- the issue and the improvement that is required;
- the timescale for achieving this improvement and a review date;
- the time the action will remain on record;
- any measures, such as additional training or supervision which will be taken with a view to improving performance;
- what may happen if the improvement required is not achieved; and
- your right of appeal.

Where formal action is dismissal, you will be advised in writing of:

- reasons for dismissal;
- your effective last day and details about your notice;
- the reason why dismissal was considered to be appropriate; and
- the timescale for lodging an appeal and how it should be made.

Where it is decided that no action will be taken, you will be informed of this decision in writing.

6.11 Definitions

Misconduct

Misconduct would warrant either a verbal or a first written warning. A non-exhaustive list of examples includes:

- poor time-keeping;
- absenteeism;
- time wasting;
- smoking in areas where it is prohibited to do so;
- using materials or equipment for personal use;

- failure to adhere to the Company's policies and procedures;
- providing incorrect or unchecked advice to a client;
- using a mobile phone in working hours.

Gross Misconduct

Examples of offences and failures to meet the Company's standards which may result in Summary Dismissal without notice or pay in lieu of notice (we reserve the right to inform the Police of any criminal offences). A non-exhaustive list of examples of gross misconduct includes:

- excessive and unauthorised use of Facebook, Twitter, Bebo, LinkedIn or other similar forms of social media during working hours;
- the misuse of IT or social media;
- giving inaccurate or unauthorised advice which has resulted in a significant risk to the Company;
- participation in any crime which relates to or affects ability to perform employment duties or participation in any criminal offence (excluding minor traffic offences) taking place on the Company's premises or during the course of employment;
- the aiding or abetting of such a criminal offence;
- the theft or attempted theft of property belonging to the Company, its employees, clients or any other persons;
- possession of, or being in the supply of any illegal drugs;
- reporting for work when incapable through the effect of alcohol or illegal drugs;
- causing deliberate damage to the Company's property (or property belonging to employees/clients/others);
- grossly insulting or discourteous behaviour towards clients, colleagues or management;
- fighting, disorderly or violent conduct, threatening physical violence or indecent conduct or assault whilst on the Company's premises or client's premises;
- any act of harassment, incitement, victimisation or discrimination on the grounds of sex, race or nationality, ethnic origin, marital status, sexual orientation, health, disability, faith or religion or similar;
- deliberate falsification of records, including accounts, expenses or other information of a financial or statistical nature (or gross negligence in compiling same);
- failure to disclose previous criminal convictions or material facts relating to previous employment, amounting to falsification of records;
- grossly negligent behaviour endangering the health and safety of employees/ clients/others – or their respective properties;
- serious contravention of policies and procedures;
- divulgence to outside parties of confidential information regarding the affairs of the Company, its employees, management or clients which could be damaging to our business;
- breach or implied breach of any signed Non-Disclosure Agreement;
- unauthorised media contact or the making of defamatory remarks to outside parties regarding the Company, its employees and clients;
- the giving away of the Company's property without payment or at an unauthorised discount;
- unauthorised access to a computer and/or associated peripherals including software;
- breach of professional confidence or ethics;
- fraudulent recording of time worked or expenses;
- serious insubordination;
- taking sick leave when you are fit enough to go to work and failing without good cause to submit a valid medical certificate;
- any other act or omission which is or could be seriously detrimental to the good of the Company's business.

6.12 Capability

This is the recommended process when dealing with capability problems. We reserve the right to start the process at any stage dependent upon the nature and severity of the issue.

First Capability Meeting

Where performance is unsatisfactory, and informal steps have either failed to resolve the situation or are not appropriate, a first capability meeting will be held to look at the following:

- setting out the required standard and where those standards are considered not to have been met;
- establishing the likely causes of poor performance;
- allowing you the opportunity to explain the poor performance and ask any relevant questions;
- discussing measures, such as additional training or supervision, which may improve performance;
- setting targets for improvement; and
- setting a timescale for review.

Following the meeting, if we decide that it is appropriate to do so, we will give you a first written warning.

Your performance will be monitored and at the end of the review period we will write to inform you of the next step, as follows:

- if your Manager is satisfied with your performance, no further action will be taken;
- if your Manager is not satisfied, the matter may be progressed; or
- if your Manager thinks there has been a substantial but insufficient improvement, the review period may be extended.

Second Capability Meeting

If your performance does not improve within the review period, or if there are further instances of poor performance while your first written warning is still active, we will hold a second capability hearing. Following the hearing, if we decide that it is appropriate to do so, we will give you a final written warning.

Dismissal or Redeployment

If your performance does not improve within the further review period set out in the final written warning, we will hold a further capability meeting. During this meeting we will discuss whether there is any practical alternative to dismissal, such as redeployment to any suitable job that is available at the same or lower grade. In exceptional cases a further review period will be set and the final written warning extended.

6.13 Sanctions

There are four sanctions that you could be given following a disciplinary or capability meeting. They tend to be applied in order but this will depend on the seriousness of the matter. If performance has been managed informally typically the first sanction that is applied is a written warning.

Verbal Warning: a file note recording the verbal warning will be given to you and placed on your personal file for six months.

Written Warning: if you have not made sufficient improvement following a verbal warning or informal performance management or there have been further issues, a written warning may be issued. You will be asked to sign a copy of the written warning and this will be kept on your personal file for twelve months.

Final Written Warning: if the matter continues or the offence is more serious, you may be given a final written warning. If conduct or performance does not improve this could lead to dismissal. You will be asked to sign a copy of the final written warning and this will be kept on your personal file for twelve months.

Dismissal, Demotion, Redeployment or Transfer: if your performance or conduct continues to be less than what is expected or in serious matters of gross misconduct, you may be dismissed. In exceptional circumstances the Company may demote you or transfer you to another business location/department, permanently or temporarily.

The length of the warning may be extended as a form of subsequent sanction.

6.14 Grievance Procedure

Standard formal procedure

Where informal action has not resolved your grievance, or where for any reason you do not feel it appropriate to raise the grievance with a Director (for example, if the grievance relates to his or her behaviour), then you may initiate the formal procedure.

Statement of grievance

You must provide your manager with a written statement without unreasonable delay. This should set out the nature of your grievance and explain the basis for it. If your grievance relates to this person, you should provide your written statement to a Director.

Meeting

We will invite you to attend a meeting with your manager/Director within 10 working days of receipt of the grievance, unless in all circumstance this is not reasonably practicable to discuss your grievance. We will aim to agree the timing and location of the meeting with you (and any companion), allowing us a reasonable opportunity to consider our response to the information set out above. You (and any companion) must take all reasonable steps to attend the meeting.

At the meeting, you will have an opportunity to explain your grievance and inform us how you think it should be resolved. We may adjourn the meeting in order to make further investigation or obtain advice.

After the meeting, we will inform you of our decision in writing without unreasonable delay. We will notify you of your right to appeal against the decision if you are not satisfied with it.

6.15 Equal Opportunity

Buxton Building Contractors Ltd is an equal opportunity employer. Our aim is to ensure that all employees and job applicants are treated equally irrespective of ethnicity, colour, race, nationality, religion or belief, sex, sexual orientation, marital status, age or disability at any stage of the recruitment process or during employment.

We aim to ensure that everyone achieves their full potential and that all employment decisions are taken without reference to irrelevant or discriminatory criteria.

You have a right to equal opportunity for promotion and training. You also have a duty to implement this policy. Breach of the equal opportunity policy is potentially a serious disciplinary matter. If you believe you have been disadvantaged on discriminatory grounds, you should raise the matter through the grievance procedure.

6.16 The Equality Act 2010

The Act harmonises and replaces previous legislation and covers: age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, and pregnancy and maternity. These are now called 'protected characteristics'.

The following types of discrimination covered by the Act will not be tolerated within the Company:

Direct Discrimination: when someone is treated less favourably than another person because of a protected characteristic they have or are thought to have, or because they associate with someone who has a protected characteristic.

Associative Discrimination: where someone is discriminated against because they associate with someone who has a protected characteristic and now applies to race, religion or belief, sexual orientation, age, disability, gender reassignment and sex.

Perceptive Discrimination: where someone is discriminated against because others think they possess a particular protected characteristic and now applies to age, race, religion or belief, sexual orientation, disability, gender reassignment and sex.

Indirect Discrimination: where a rule, policy or practice applies to everyone but particularly disadvantages people who share a protected characteristic and applies to age, race, religion or belief, sex, sexual orientation, marriage and civil partnership, disability and gender reassignment. Indirect discrimination can be justified if you can demonstrate that it is a proportionate means of achieving a legitimate aim.

Harassment: where unwanted conduct related to a protected characteristic violates an individual's dignity or creates an intimidating, hostile, degrading or humiliating or offensive environment. This applies to all protected characteristics except for pregnancy and maternity, and marriage and civil partnership.

Victimisation: where an employee is treated badly because they have made or supported a complaint or raised a grievance under the Equality Act or are suspected of doing so.

6.17 Dignity at Work (Harassment and Bullying)

Harassment and bullying for any reason are unacceptable behaviours which the Company will not tolerate. Every employee has the right to be treated with dignity and respect whilst working for the Company.

It is the responsibility of all employees to comply with this policy and of those with a managerial role to ensure it is followed, with a view to maintaining a working environment at the Company in which harassment and bullying is understood by all to be unacceptable. Equally, the Company's employees must treat employees of partner organisations, participants or facilitators with whom they have contact at work, with dignity and respect.

The Company will not tolerate victimisation of any employee involved in the bringing of a complaint under this procedure.

Appropriate disciplinary action, which may include dismissal, will be taken against any Company employee who contravenes this policy. The Directors are fully committed to this policy.

6.18 What is Harassment?

In the Equality Act 2010 harassment is defined as 'unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual.'

It is important to recognise that what one employee may find acceptable, another may find totally unacceptable and that the essence of harassment is that the words or behaviour are unwelcome to the particular recipient, or another individual even if the behaviour is not directed at them. Harassment can take many forms. Some will constitute gross misconduct for the purposes of our disciplinary procedure and will normally merit summary dismissal.

Examples of this category are:

- threatened or actual assaults on any of the grounds identified above; and
- suggestions or threats that someone's job security or prospects could be affected by sexual favours, racial origins or disabilities.

Examples of harassment prohibited by this policy include:

- verbal abuse of a racial or sexual nature; offensive jokes or pranks related to a person's sex, race, disability, sexual orientation etc; or any request for a sexual favour;
- threatened or actual assault or violence or deliberate exclusion from conversations or work activities on the basis of race, gender, disability, sexual orientation etc;
- display of pornography, inflammatory or abusive literature or graffiti.

Employees should be aware that as well as being a disciplinary offence, an individual found by an Employment Tribunal to have harassed a fellow employee in the course of their employment, may be personally liable to compensate the victim, and that harassment may constitute a crime punishable by up to six months imprisonment or a fine of up to £5,000.

6.19 What is Bullying?

Bullying is persistent behaviour directed against an individual or group of individuals which creates a threatening or intimidating work environment that undermines the confidence and self-esteem of the recipient/s. Bullying can take many forms. Examples prohibited by this policy include:

- threatening or insulting colleagues;
- verbal abuse such as shouting or swearing at colleagues;
- abusing power or imposing unfair penal sanctions;
- physical abuse such as hitting, pushing or jostling;
- ostracising or excluding colleagues from work events or social activities.

Bullying can be perpetrated by a colleague or subordinate as well as by management.

What one employee finds acceptable, another may find totally unacceptable and the essence of bullying is that the words or behaviour are unwelcome to the recipient.

However it must be recognised that appropriately conducted criticism of an employee's conduct, behaviour or job performance by management, should not be construed as bullying.

Procedure

Any complaint of harassment or bullying will be handled sensitively, in a timely and confidential manner, with a view to ensuring so far as practicable, minimal stress to those involved. It is not considered appropriate for the Company's Grievance Procedure to apply to complaints of harassment or bullying.

The Company recognises the right of employees to determine for themselves whether the words or behaviour of others is acceptable to them and, if not, to bring a complaint in respect of harassment or bullying. The determination of what disciplinary sanction should apply, shall be for the Directors.

Informal Resolution

If you feel you are the victim of harassment or bullying you may be able satisfactorily to resolve the matter by explaining clearly to the perpetrator that their behaviour is unacceptable and must stop. It may help to ask a colleague to speak to them or be with you when you are speaking to the perpetrator. You may also ask a member of management to resolve the matter informally by indicating to the perpetrator that there has been a complaint that their behaviour is adversely affecting the employee; is contrary to this policy; that the continuation of such behaviour would, if substantiated, amount to a serious disciplinary offence, and that their discussion is informal and confidential.

Formal Complaints Procedure

If informal resolution of the matter is unsuccessful or considered inappropriate, you may make a formal complaint of harassment or bullying to your manager. You will be asked to provide the following details: the name of the alleged perpetrator, the nature of the harassment or bullying, when it occurred, the names of any witnesses and any action taken to resolve the matter informally.

Any complaint will be investigated promptly, impartially, and so far as practicable, confidentially. Where the complainant and the alleged perpetrator work with or in proximity to each other, it may be necessary to ensure they do not continue to do so whilst the complaint is being investigated and during any consequent disciplinary proceedings. This may necessitate that one or both parties be suspended on full pay or be asked to work from a different location. At the hearing of the allegations of harassment or bullying the complainant will have the right to be accompanied by a fellow employee or a full-time certified trade union official.

Where the evidence suggests to the Directors that a disciplinary offence has been committed, a hearing will be convened in accordance with the Company's Disciplinary Procedure. The hearing will be chaired by a manager or Director. If the complaint relates to a Director, another Director or nominated person may attend. Notes of the meeting will be taken by a note taker.

The alleged perpetrator will receive all relevant details of the allegations against him or her and of any statements made by witnesses and will be given a full opportunity to respond.

The alleged perpetrator shall have the right to question the complainant and each witness unless the individual concerned has requested that this does not happen, and the panel is satisfied that it would be unduly detrimental to that individual to allow it to happen. In that case, any question the alleged perpetrator wishes to put to the complainant or any witness, will be put on his or her behalf by the Directors, who will inform the alleged perpetrator of the replies.

In the event of dismissal of or disciplinary action against the perpetrator, he or she will have the right to appeal in accordance with the Company's Disciplinary Procedure.

It is fully expected that all employees will act responsibly regarding this issue. However, false accusations of harassment or bullying can have a serious effect on innocent individuals. Therefore, should investigation show that a false accusation has been made knowingly or in bad faith, appropriate disciplinary action, which could include dismissal, will be taken against the complainant and/or any purported witness.

If you have a complaint of alleged harassment or bullying at work by a person not employed by the Company, details of the complaint will be forwarded to the appropriate third party, (normally the alleged perpetrator or his/her employer), with a request that they cease the harassment or bullying, or take disciplinary action as appropriate. The Company will also consider what, if any, action to take in respect of the alleged perpetrator or his or her employer.

If a complaint of alleged harassment or bullying by an employee of the Company is received from a third party, the Directors will carry out as much investigation as is practicable in the circumstances and, if it appears that a disciplinary offence has been committed, will convene a disciplinary hearing as above. In these circumstances it may not be possible to arrange for the alleged perpetrator to question the complainant and/or witness and each case will be dealt with as considered most appropriate and practicable to the Directors.

Harassment and bullying at work is unlawful and the Company as well as the harasser may be held liable. The law makes harassment in any form, including harassment of an employee in the workplace, a criminal offence which could result in a fine and/or imprisonment.

6.20 Public Interest Disclosure (whistle blowing)

Staff may, in properly carrying out their duties, have access to, or come into contact with, information of a confidential nature. Our contract of employment forbids staff from disclosing such confidential information. However, the law allows employees to make a public interest disclosure, which must relate to a specific subject matter (listed below) and the disclosure must be made in an appropriate way.

If, in the course of employment, an employee becomes aware of information which they reasonably believe tends to show one or more of the following, they must use the disclosure procedure set out below:

- a criminal offence has been committed is being committed or is likely to be committed;
- a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject;
- a miscarriage of justice has occurred, is occurring, or is likely to occur;
- the health or safety of any individual has been, is being, or is likely to be, endangered;
- the environment, has been, is being, or is likely to be, damaged;
- information tending to show any of the above, is being, or is likely to be, deliberately concealed.

6.21 Disclosure procedure

Information which an employee reasonably believes tends to show one or more of the points outlined in 6.20 should promptly be disclosed to a Director so that appropriate action can be taken.

Employees will suffer no detriment of any sort for making such a disclosure in accordance with this procedure. However, failure to follow this procedure may result in the disclosure of information losing its 'protected status'. For further guidance in relation to this matter or concerning the use of the disclosure procedure generally, employees should speak in confidence to a Director.

The Company treats malpractice very seriously and employees are encouraged to raise concerns in good faith without fear of discrimination or reprisal. We will investigate and deal with any concerns raised by employees promptly and consistently.

The Public Interest Disclosure Act 1998 (PIDA) provides statutory protection to employees who make protected disclosures of information, in the public interest, of wrongdoing within the workplace which relate to the Company's procedures.

6.22 Redundancy

The Company is committed to ensuring that, if redundancies were to become necessary, they would be kept to a minimum wherever possible. By careful forward planning every effort will be made to ensure security of employment for employees. However it is recognised that there may be changes in demand, organisational requirements, re-organisation and other developments which may affect staffing requirements.

It is the Company's aim to avoid the use of compulsory redundancy where it is practicable to do so. Efforts will be made to minimise the effect of redundancy through the provision of support to assist in finding alternative employment for redundant staff.

In cases where compulsory redundancy cannot be avoided the Company will handle the redundancy in the most fair, consistent and sympathetic manner possible and seek to minimise hardship.

Consultation

The Company will consult with affected employees at the earliest practicable opportunity whenever there appears to be a situation which could lead to any redundancies. Serious consideration will be given to proposals and ideas on ways to reducing or eliminating the need for redundancy.

Selection for redundancy

Where redundancy becomes unavoidable, the selection will be made on the basis of fair, consistent, objective, justifiable and non-discriminatory criteria. The selection criteria used may vary according to the circumstances but may include such considerations as:

- Skills, experience, ability, performance, aptitude and qualifications of employees;
- Flexibility and adaptability for change in employment role;
- Employment record of employees.

Alternative employment

Where an alternative job is available, you will usually either be offered the alternative job or given the chance to apply for it.

Whenever an offer of alternative employment is on different terms from the redundant job or the role is substantially different, a trial period will apply. This will be for a minimum of four weeks but may be extended where retraining is required. During, or at the end of this trial period, you or the Company may give notice to terminate the contract of employment.

If you decline to accept a reasonable offer of alternative employment or if you unreasonably give notice to terminate your employment during the trial period you will not be eligible to receive redundancy pay.

Severance payments

Severance payments will normally comprise statutory redundancy payment plus payment in lieu of outstanding holiday entitlement or contractual notice.