

**EMPLOYEE HANDBOOK**

**AMSPEC LIMITED**

**May 2018**



## **TO ALL EMPLOYEES**

For existing employees this edition of our employee handbook brings together in one document the terms and conditions of your employment with the Amspec Limited (the “Company”) and also contains other details which you will find useful as a reference. I take this opportunity of thanking each of you for your loyalty and support.

New employees are extended a warm welcome to the Company and advised that this handbook incorporates the contractual obligations and terms and conditions of your employment and also contains other important information about your responsibilities, Company policies and procedures. With your co-operation and understanding it is intended to help to create and maintain good working relations to everyone's mutual benefit.

I consider the involvement of staff at all levels to be a vital ingredient in the success of the Company. If you have any ideas or suggestions for improving the business or its operations please make them known as your involvement is welcomed.

Finally, I take this opportunity of wishing you every success with us and look forward to a long and happy association.

**MANAGING DIRECTOR**

# **TERMS AND CONDITIONS OF EMPLOYMENT**

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## GENERAL CONDITIONS OF EMPLOYMENT

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## **INTRODUCTION**

This handbook is provided for the use of and as a reference for all employees. Please read it carefully as the contents form part of your contract of employment.

You are encouraged to seek help and guidance on any points about which you are not absolutely clear.

### **Contract of Employment**

Your contract of employment consists of a contract statement (main terms and conditions of employment), any other document referred to in the contract statement and the content of this handbook. The contract statement should therefore be read in conjunction with this handbook and any questions about either should be referred to the Human Resources Department.

### **Illegal Working**

All engagements are made subject to an eligibility to work in the UK check prior to commencement and on an ongoing basis, where appropriate. Your employment may be subject to termination without recourse to the disciplinary process if there is any issue arising to show that you are not eligible to work in the UK.

### **Probationary Period**

All engagements are made subject to the satisfactory completion of up to a three month probationary period. This period may be longer on engagement or extended to meet particular circumstances. During the probationary period and generally within the first two years' of service, your employment may be subject to termination without recourse to the disciplinary process.

### **Job Title, Flexibility and Location**

Your job title is as stated in your contract statement and generally your duties will be appropriate to that title. When the need arises you may be required to undertake alternative or additional duties, for which you are capable.

Although your normal place of work is detailed in your contract statement, you may be required to work from different locations on the direction of the Company and it is a condition of your employment that you are willing to do so when requested.

There may be occasions when you are required to work away from home and to stay away overnight in order to fulfil your duties. All essential and reasonable expenses will be reimbursed subject to all such claims being substantiated with a valid VAT receipt. All other arrangements will be agreed with you beforehand (i.e. in relation to accommodation, travel, hours, etc.)

## **WAGES/SALARIES**

### **Payment**

You will receive a payslip showing how the total amount of your wages/salary payment has been calculated and the deductions which have been made e.g. income tax, national insurance, pension etc.

Any queries you may have e.g. incorrect payment, shortages, error in deductions etc. should be raised with the Accounts Manager.

### **Overpayments**

Should you be overpaid in error, you must notify Accounts immediately. The total of the overpayment will normally be deducted from your next payment. If this should cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

### **Bank Account Details**

When joining the Company you will be asked to provide details of the bank or building society account into which you wish your wages/salary to be paid. If these details change you must inform the Accounts Manager immediately otherwise you may find payment to you is delayed.

### **Loans, Advances etc.**

The Company does not provide loans or advances of pay of any amount.

### **Income Tax**

At the end of each tax year, you will receive a P.60 Tax Form showing the total pay you received from the Company during that year and the amount of deductions. You should retain this document in a safe place as you may find that you need to produce it when making enquiries with HM Revenue and Customs (HMRC) or Department for Work and Pensions.

If required the Company's tax office and reference number can be obtained from the Company Secretary.

### **Deductions**

The right is reserved to deduct from your pay any sums which you may owe the Company including without limitation any overpayments, advances of pay or loans made to you by the Company or losses suffered by the Company as a result of your negligence or breach of Company rules.

## **Company Fuel Card**

If you are issued with a Company fuel card, it will be in order to carry out your duties for the Company. This must only be used for essential business expenses and not personal expenditure without the prior authority of the Managing Director. In all cases, the fuel card slip and an appropriate tax receipt must support any purchase made by use of a Company fuel card.

In the interests of being more economical, regular/saver versions of fuel should be purchased rather than premium versions.

You must return the fuel card to the Company immediately upon request and on termination of your employment.

If you regularly lose your fuel card, the Company reserves the right to deduct the cost of a replacement card from your pay and you may also be subject to disciplinary action.

## **HOURS OF WORK**

Your normal hours of work will have been made known to you on your appointment and are detailed on your contract statement.

### **Timesheet**

You are required to fully complete your weekly timesheet and submit this to the Human Resources Department by 5.00pm every Monday. Failure to submit your timesheet by the given time (or at all) or failure to submit a fully completed timesheet could result in you not being paid or your pay being delayed.

### **Overtime**

**Operatives only** - A high proportion of our work has to be undertaken on evenings, at weekends and/or over bank holidays, as this is the only time when our customer/clients premises are accessible to enable us to complete our work. It is therefore a requirement of the job and a condition of your employment that you are prepared to do a reasonable amount of work 'out of normal hours' and in addition to your normal contracted hours, in order to ensure that we fulfil our duties and provide the appropriate service for our customers/clients. This is even more essential when work is obtained 'on price' meaning that any failure by us to meet the agreed deadlines will result in a penalty being levied against the Company and potential loss of revenue for the business. Payment for authorised overtime working (which is only applicable to hourly paid staff) will be as detailed in your contract statement.

**Salaried staff only** - There will be times when it is necessary for you to work additional hours to those quoted in your Contract Statement and it is a condition of employment that you are willing to do so, when requested.

Persistent refusal to work outside your normal contracted hours, or to work additional hours when reasonably requested, or an inability to work such times without justification may lead to disciplinary action.

### **Absence**

If you are unable to attend work for whatever reason you (or, in exceptional circumstances, someone on your behalf) must notify the office (and, where applicable, any colleagues you are travelling to site with) as soon as possible and certainly no later than 8.00 am on your first day of absence. Text messages, voice messages, emails and leaving a message with a colleague are not acceptable for this purpose.

Details of the full procedures relating to absence due to illness or injury are given later in this handbook.



## **Attendance and Timekeeping**

The Company expects you to arrive for work punctually and be ready to commence work at the appointed time at the start of each working day. Persistent lateness and unauthorised absenteeism will be dealt with under the Company's disciplinary procedure.

## **NOTICE TO TERMINATE EMPLOYMENT**

### **Notice Conditions**

The notice which you must give and receive to terminate your employment is detailed on your contract statement.

If you wish to terminate your employment, notice can either be given in writing or verbally to the Managing Director.

Whether you have given notice to terminate your employment or the Company has, you must expect that you will be required to work your notice period. If you fail to attend work during that notice period or fail to work normally and/or satisfactorily, the Company has the right to terminate your employment without obligation to any remaining period of notice.

In addition or alternatively to the above, in the event of you failing to give or work the requisite period of notice, the Company shall be entitled to retain from your final wages/salary an amount equal to the financial loss suffered by the Company as a result of your breach of contract. This will not exceed the amount of wages/salary payable to you in respect of the balance of any notice period not worked.

If either party has served notice to terminate employment, the Company may require you to take any accrued but unused holiday entitlement during the notice period with any decision based on management discretion and according to the needs of the business.

The right is also reserved to make payment in lieu of notice.

In the event of dismissal due to gross misconduct, the Company will terminate your employment without notice (see Disciplinary Rules and Procedures).

### **Garden Leave**

During the notice period you may not be required to attend for your normal duties but you are to remain available for work if necessary (commonly referred to as "Garden Leave"). The Company may require you to take any accrued but unused holiday entitlement during the notice period with any decision based on management discretion and according to the needs of the business.

## **PENSION SCHEME ARRANGEMENTS**

You will be enrolled in the Company's contributory pension scheme at the appropriate time and provided you meet the minimum qualifying criteria.

Further details of the scheme are available from the Company Secretary.

## **STATUTORY ENTITLEMENTS**

The Company recognises all employees' statutory rights, namely, flexible working, maternity leave, paternity leave, adoption leave and time off for emergency care of a dependant.

Full details of statutory entitlements and any relevant eligibility criteria can be obtained on request from the HR Department.

The Company strongly believes that having a good work/life balance is important and encourages all employees to make applications for flexible working. The Company is not obliged to accept every application and may even have to turn down applications for relevant business reasons but every application will be considered and even if your original request cannot be accommodated, alternatives can be explored to see if a compromise can be reached.

## **HOLIDAY ENTITLEMENT**

### **Annual Leave**

The Company strongly believes that time away from your place of work to take annual leave is a vital part of enabling an acceptable work/life balance. You are therefore encouraged to ensure that all your holiday entitlement is taken within the year in which it falls due.

The holiday year begins on 1<sup>st</sup> January and ends on 31<sup>st</sup> December each year. As a full-time employee your annual holiday entitlement is 29 days inclusive of the 8 recognised and customary public holidays. Payment for these holidays is accrued at the rate of 2.42 days for each complete calendar month worked during the holiday year. Part-time employees have a pro-rata entitlement to full time holidays' including the recognised and customary public holidays.

During the first year of service, holidays may not be taken in advance of the amount accrued unless prior approval has been obtained.

You may be required to reserve part of your holiday entitlement to cover the non-statutory days over the Christmas/New Year period. The Company will publish a notice as early as possible in the year to advise you how many days of the above entitlement should be reserved.

### **Recognised and Customary Public Holidays**

As part of your annual holiday, you are allowed the following holidays with pay or alternative days as decided by management:

New Year's Day	Spring Bank Holiday Monday
Good Friday	August Bank Holiday Monday
Easter Monday	Christmas Day
May Day	Boxing Day

From time to time the government may announce a one off 'bank holiday' in recognition of a national event/celebration. However there is no legal obligation on the Company to recognise such days, or indeed to close the business or to pay premium rate if the day is worked. Every case will be considered on its own merits and any decision to allow or recognise the additional day's leave (whether unpaid or paid) will be strictly at the discretion of the Managing Director and dependent upon the needs of the business.

It is a condition of employment that you be prepared to work on a recognised and customary public holiday if required to do so.

Recognised and customary public holidays falling within periods of annual leave should not automatically be added on at the end of an agreed holiday or taken separately without prior approval.

If you are absent due to sickness directly before and/or after a recognised and customary public holiday you will be required to provide a doctor's certificate or if the absence is not due to sickness, proof of other serious and unavoidable domestic emergency. Failure to do so will result in non-payment for the holiday.

### **Procedures and Conditions**

You should complete a holiday request form for all annual holidays not laid down by the Company and have it approved by your Line Manager.

Normally holidays of more than 10 days will not be approved although every request will be considered dependent upon the circumstances and the needs of the business and will always be subject to management discretion.

Holiday requests will only be agreed if they are presented on a holiday request form and all holiday dates will be allocated on a first come, first served basis to ensure that the operational efficiency and minimum staffing levels are maintained throughout the year. Generally, no more than two employees from any particular trade may be off at the same time.

At least 2 weeks' notice of your intention to take holidays of one week or more is requested. Holidays for lesser periods require, wherever possible, 1 week's notice.

You are not allowed to carry forward any part of one year's holiday entitlement to a subsequent year and holiday not taken by 31<sup>st</sup> December will be forfeited.

On termination of your employment you will be paid for any holidays accrued but not taken in that year. However, in the event of your having taken holidays in excess of those accrued in the holiday year then the appropriate deduction will be made from your final wages/salary.

Accrued contractual holiday pay will be forfeited if your employment is terminated due to gross misconduct and the statutory provisions only will apply.

## **SICKNESS AND SICK PAY PROCEDURES**

In the event of your absence from work due to personal sickness or injury, the Company is only responsible for paying you Statutory Sick Pay (SSP) providing that you qualify and you comply with the rules set out below.

### **Sickness Procedures**

For you to qualify for payment of SSP, you must comply with all the requirements, otherwise you will not receive payment or payment may be delayed.

### **First Day of Absence**

If you are unable to attend work for whatever reason you (or, in exceptional circumstances, someone on your behalf) must notify the office (and, where applicable, any colleagues you are travelling to site with) as soon as possible and certainly no later than 8.00 am on your first day of absence.

There should be very few occasions when you are not able to notify the office (and any colleagues you are travelling to site with) yourself and for guidance an exceptional circumstance might be when you have been taken to hospital unexpectedly. For most other absences you are expected to make contact personally and sending a text message or leaving a message with a colleague is not acceptable. The following information will be required:

- The reason for your absence.
- The date when you first became ill (includes weekend, day-off, holidays, bank holidays etc.).
- The last date you worked.
- The date you expect to return to work, or if not known, your best estimate.
- Whether your absence resulted from an accident at work and if so the date.

### **Absences of Not More Than 7 Calendar Days**

On each subsequent day of absence after the first day you must telephone the office before midday to report your progress towards a return to work.

On return to work after absence of up to 7 calendar days you are required to complete a self-certification form, available in Reception from the HR Department and hand this to your Line Manager for signature.

### **Absences of More Than One Week**

If you know that your absence will continue for longer than a week you are required to provide medical certificates (fit notes) at regular intervals for the entire period of sickness absence.

You are required to telephone the Company on a weekly basis to keep us informed of your progress and anticipated length of absence.

You will also be required to complete a self-certification to cover the whole period of absence on your return to work and this, along with your medical certificate (fit note), will be discussed in your return to work interview (see below).

### **Welfare Visits/Meetings**

During your absence we may request to visit you at home or to meet with you at another appropriate location in order to discuss your absence, to obtain a longer term prognosis if possible and to consider your return to work.

### **Return to Work Interviews**

Wherever possible we will aim to carry out a return to work interview with you as soon as you return to work to discuss how you are feeling, your absence, how if at all we can aid in your return to work, and if applicable, our expectations for your future attendance.

### **Medical Appointments, etc.**

As far as possible all appointments with doctors, dentists, opticians, etc. should be made outside your normal working hours. Where this is impracticable, appointments may be made during working hours and wherever possible with the prior permission of your Line Manager. Such absences are unpaid. Absence without permission to attend appointments may be regarded as you having wilfully absented yourself (unauthorised absence) and may result in disciplinary action.

### **False Statements**

To make a deliberately false or misleading statement in respect of sickness absence is misconduct and may lead to dismissal in accordance with the Company's disciplinary rules and procedures.

### **Medical Reports**

The Company reserves the right in appropriate circumstances to arrange for you to be medically examined or to request a medical report from a doctor or specialist.



## **RULES AND DISCIPLINARY PROCEDURES**

### **Introduction**

In any organisation it is necessary to have rules in the interests of both the employer and employees.

The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is the aim of the rules and procedures to emphasise and encourage improvement in the conduct of individual employees where they are failing to meet the required standards and not as a means of punishment.

Every effort will be made to ensure that any action taken under this procedure will be fair, with the employee concerned being given the opportunity to state their case at a hearing and to appeal against any decision they consider to be unjust.

The following procedure should ensure that:

- All employees are fully aware of the standards of performance, action and behaviour required of them.
- Disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner.
- An employee will only be the subject of disciplinary action after careful investigation of the facts and the opportunity to present his/her side of the case.

**You or any companion must not make any electronic recordings of any hearings conducted under this procedure or any meetings or discussions held outside this procedure (this includes any investigation meetings where there is no right to be accompanied).**

### **DISCIPLINARY RULES**

It is not practicable to specify all disciplinary rules or offences which may result in disciplinary action, as circumstances may vary depending on the nature of the work and the misconduct. Even a minor infraction may be treated as serious misconduct depending on the circumstances that may apply at the time.

**Failure to comply with the following general rules will render you liable to disciplinary action and where no improvement is forthcoming, possible dismissal. This list is not exhaustive:**

## 1. BEHAVIOUR AT WORK

- 1.1 You should behave with civility towards your fellow employees and rudeness will not be tolerated towards customers or members of the public. Objectionable or insulting behaviour or excessive bad language will render you liable to disciplinary action.
- 1.2 You must use your best endeavours to promote the interests of the Company and shall, during your normal working hours, devote the whole of your time, attention and abilities to its business and affairs.
- 1.3 Any involvement in activities which could be construed as being in competition with the Company is forbidden.
- 1.4 You shall not, during or after the termination of your employment, disclose to any person whomsoever any confidential information regarding the Company, its business or trade secrets that you have learned during your employment with the Company.
- 1.5 All reasonable instructions from a member of management are to be followed.
- 1.6 Unauthorised use of any Company equipment and communication networks including e-mail, internet, business telephones, fax machines, mobiles, voicemail systems, pagers etc. is a disciplinary offence.
- 1.7 You are required to ensure that you take all necessary precautions to protect client's property (for example this may include but is not limited to furniture, fixtures, fittings, equipment, etc.) **prior** to commencement of any works. For example but not limited to, when carrying out demolition work, when decorating, the cutting of track and stud use of chop and circular saws, joinery work, etc. Failure to comply with this requirement will lead to disciplinary action and may result in a deduction of pay for any losses incurred by the Company as a result of your negligence or carelessness.
- 1.8 As a result of previous issues which have resulted in complaints from our clients, you are not permitted to use beverages or food nor any other facilities provided by clients or available at clients' premises under any circumstances. Failure to comply with this or any actions which, as a result, are likely to affect our working relationship with the client, may render you liable to disciplinary action.
- 1.9 You are not permitted to tamper with, copy, read, move or remove any items of client's property which are not designated as accessible to you in the normal course of your duties for the Company.
- 1.10 Any involvement in activities which result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, or which may bring the reputation/name of the Company into disrepute will not be tolerated. This applies to your activities outside working hours as well as during working time (including time whilst away from your normal place of work).

## **2. COMPANY PROPERTY**

- 2.1 Use of Company property for any purpose other than normally defined duties is not permitted.
- 2.2 Unless required for business purposes Company property of any type is not to be taken away from the premises except with prior written approval.
- 2.3 You must immediately notify the appropriate member of management of any damage to property or premises.
- 2.4 You are responsible for the care and safe keeping of any tools, equipment or clothing provided to you by the Company. The Company reserves the right to charge for any items which are unaccountably lost or damaged by an employee. Any such deduction will be made through the payroll, after notice has been given by the Company of its intention.

## **3. COMPANY VEHICLES (INCLUDING DRIVING YOUR OWN VEHICLE ON COMPANY BUSINESS)**

- 3.1 Only authorised employees may drive the Company's vehicles or their own vehicle on Company business. Authorisation will only be given on possession and production of a valid driving licence, which will be subject to inspection on an annual basis or as required.
- 3.2 When driving a Company vehicle (or your own vehicle on Company business) you must ensure that the vehicle is in a clean and roadworthy condition at all times. All routine vehicle inspections should be carried out on a regular basis and any defects requiring attention must be rectified if this is your own vehicle, or reported without delay if it is a Company vehicle.
- 3.3 The Company is prepared to allow a limited use of Company commercial vehicles up to an approximate maximum limit of 30 miles per week subject to the following:
  - 3.3.1 All fuel for personal use is the responsibility of the employee.
  - 3.3.2 The right is reserved to withdraw this privilege either on an individual or on a Company basis with any decision strictly at management discretion and dependent upon the needs of the business.
  - 3.3.3 Should you have an accident or should the vehicle be damaged in any way, you must immediately report this to your Line Manager. Failure to do so may lead to disciplinary action.
  - 3.3.4 You will be liable for any insurance excess charged as a result of any repair or rectification work required to the vehicle, which has occurred whilst being used for personal reasons.

- 3.3.5 You will also be liable for the cost of any hire charges incurred by the Company whilst the vehicle, which has been damaged by you or whilst in your possession, is not available for use.
- 3.3.6 Should you fail to comply with the above the Company reserves the right to make a deduction of pay for all or any costs incurred as a result of your actions or whilst a vehicle is being used for personal reasons.
- 3.4 You are required to fully complete your vehicle safety checklist (which is on the reserve of the timesheet) and submit this by no later than 5.00pm every Monday.
- 3.5 You may not carry unauthorised passengers in Company vehicles, nor may the vehicles be hired out or used for personal gain.
- 3.6 Personal auxiliary equipment must not be fitted in or on the vehicle without management approval.
- 3.7 On the occasion of an accident involving a Company vehicle, or your own vehicle if being driven on Company business, you must make a full, honest and written report of the incident whether or not personal injury or vehicle damage is involved. You are permitted to take photographs of the accident for the purposes of your report by either using the camera facility on any mobile phone (in the absence of a work provided mobile phone, you may use your personal handset for this purpose).
- 3.8 Where personal injury has occurred you must declare the name and policy number of your/our insurers.
- 3.9 All such incidents will be investigated and where an investigation shows you to be at fault in relation to a Company vehicle, or in your own vehicle if the Company name is brought into disrepute, you may be subject to disciplinary action. An excessive number of incidents may result in removal of access to a Company vehicle, demotion or even dismissal, dependent upon the circumstances and at management discretion.
- 3.10 You must immediately report to your Line Manager any type of driving conviction or summons which may lead to a conviction (whether or not it happened during working time) as this could affect our Company insurance cover/premiums. This includes speeding, parking, congestion and emission charges. All fines resulting from convictions or offences are your own responsibility to pay. If not paid promptly the Company may decide to make the payment itself and deduct the cost from your pay.
- 3.11 At all times when driving Company vehicles you must abide by the relevant appropriate statutory regulations.
- 3.12 The Company will take a serious view of continuous exceeding of speed limits.

- 3.13 Should a Company vehicle be damaged whilst being used outside of working hours you will be responsible for the insurance excess. It is your responsibility to be clear on what the insurance excess is at any one time. This information can be obtained from the office.
- 3.14 Where any damage to a Company vehicle is due to gross negligence or lack of care on your part, the Company reserves the right to insist on you rectifying all or part of the damage at your own expense or being responsible for the insurance excess at the discretion of the Company. The right is reserved to make an automatic deduction of pay.
- 3.15 Regarding mobile phone use, please see the “Mobile phone policy” in the “General conditions of employment” later in this handbook.
- 3.16 Smoking (including electronic cigarettes) is not permitted in any Company vehicle.
- 3.17 Under no circumstances must a Company vehicle be driven whilst the driver is under the influence of any medication or drugs (whether prescribed or not), alcohol or substance which is likely to affect the driver’s efficiency, awareness, concentration or safety.
- 3.18 See rules regarding use of Company fuel cards.
- 3.19 The right is reserved to recover any issued Company vehicle from the nominated driver in the event of an absence from work for any reason in order to maintain its business use.

#### **4. HEALTH AND SAFETY**

- 4.1 The Company will do all in its power to ensure the well-being and safety of all its employees. Any action by you which endangers the health or safety of yourself, other employees or other persons, will lead to disciplinary action being taken and could result in dismissal.
- 4.2 At all times you must abide by the general Health and Safety rules and procedures.
- 4.3 All accidents, no matter how slight, whether involving an employee or member of the public, must be reported and entered into the Accident Book, and the Company's Accident Reporting procedure followed. False statements or deliberate interference with evidence following an accident or dangerous occurrence is a serious offence.
- 4.4 You should make yourself familiar with the Company's Health and Safety Policy and your own Health and Safety duties and responsibilities.

- 4.5 You are not permitted to smoke in any public buildings, in a Company vehicle or in a private vehicle being driving on Company business whilst another person is in the vehicle with you (this includes electronic cigarettes). Client/customer rules on smoking must also be observed.
- 4.6 Any potential hazard or unsafe conditions must be reported to your Manager.
- 4.7 You are required to achieve as a minimum standard the CSCS certification within the first 3 months of joining the Company. Failure to achieve this standard may lead to termination of employment.

## **5. TIMEKEEPING/ABSENCE**

- 5.1 You are expected to attend for work punctually at the specified time(s) and lateness in attending work on more than one occasion in a week or on more than three occasions in a month will render you liable to disciplinary action.
- 5.2 In addition to 5.1 above, lateness for work will result in an appropriate deduction from your wages or salary.
- 5.3 You may not leave work prior to your normal finishing time without permission and if you require time away from work during normal working hours, providing the request has been granted, you must report upon leaving and returning to work.
- 5.4 All absences must be notified in accordance with the procedures laid down earlier in this Handbook. It is your responsibility to keep the Company advised of the circumstances which are preventing you from attending work and also the likely date of your return.
- 5.5 Absence for any reason must be notified as soon as possible preferably by telephone on the first day of absence. It is your responsibility to keep the Company advised of the circumstances which are preventing you from attending work and also the likely date of your return.
- 5.6 You are required to comply strictly with any time recording/reporting procedures relating to your area of work. Failure to follow the time recording and absence reporting procedures will render you liable to disciplinary action.

**IMPORTANT: You should be aware that any period of unauthorised absence is a breach of contract.**

## **6. WORKING STANDARDS**

- 6.1 If your work and/or work rate is not maintained consistently to a satisfactory standard, disciplinary action leading to the termination of employment will result.

- 6.2 All employees are responsible for the cleaning up of any mess or spillage, however caused, without delay or discussion.
- 6.3 You are required to ensure that you take all necessary precautions to protect client's property (furniture, fixtures, fittings, equipment, etc.) **prior** to commencement of any works. For example but not limited to, when carrying out demolition work, cutting of track and stud use of chop and circular saws, joinery work, etc. Failure to comply with this requirement will lead to disciplinary action and may result in a deduction of pay for any losses incurred by the Company as a result of your negligence or carelessness.

## **7. RULES COVERING GROSS MISCONDUCT**

**You will be liable to summary dismissal (i.e. dismissal without notice), if you are found to have acted in any of the following ways. This list is not exhaustive.**

- 7.1 A serious or wilful breach of any of the Company's Disciplinary and Safety Rules.
- 7.2 Behaviour deemed by the Company to be grossly indecent or unacceptable.
- 7.3 Any discriminatory conduct or behaviour.
- 7.4 Any harassment and/or bullying of another person in connection with work or during your working hours.
- 7.5 Dangerous, threatening, insulting or offensive behaviour, fighting or physical assault.
- 7.6 Any involvement in activities construed as being in competition with the Company.
- 7.7 Being under the influence or suspected of being under the influence of alcohol or drugs at work.
- 7.8 Being in possession of or taking intoxicants or illegal drugs whilst at work.
- 7.9 Any occasion when you are found to be asleep during working hours.
- 7.10 Deliberate falsification/use of any records, such as time sheets, fuel cards, driver's record logs, expense claims etc. (this list is not exhaustive) in respect of yourself or any fellow employee.
- 7.11 Undertaking private work on the premises and/or in working hours.
- 7.12 Any fraudulent activity, theft of money or property whether belonging to the Company, another employee or a third party.

- 7.13 Destruction of, serious damage to, or tampering with the Company premises or place of work, any equipment or tools belonging to the Company or any property on the premises or place of work.
- 7.14 Serious Health and Safety breaches which endanger yourself, fellow employees or any other person by the unauthorised removal, operation, interference or misuse of any plant and equipment, guard or protective device or signs/warning notices.
- 7.15 Smoking in any Company building or in any Company vehicle, or in any area which is not designated as a smoking area whilst working on Company business. This includes the use of electronic cigarettes.
- 7.16 Serious misuse, negligent or wilful violation of Computer security/equipment or procedures.
- 7.17 Misuse of chemicals, flammable or hazardous substances or other materials and electrical equipment, or other fixtures/fittings.
- 7.18 Flagrant disregard of safety precautions, including horseplay or practical jokes, that are likely to endanger yourself and/or other employees.
- 7.19 Careless driving or loss of driving licence or conviction where driving is all or an essential part of the job requirement.
- 7.20 Gross insubordination and/or refusal to obey legitimate instructions given by a member of management.
- 7.21 Any occasion when you are found to have dishonestly made a request for any statutory or contractual entitlement to time off work.
- 7.22 Any breach of a legal statute which has a direct effect on the ability of you to undertake your stated duties and/or on the desired characteristics of your position.
- 7.23 A wilful breach of any cash handling procedures.
- 7.24 Any breach of duty obligations/restrictions and/or confidentiality requirements.
- 7.25 Except where permitted elsewhere in this handbook, the taking any audio or visual recording (including photographs) by whatever means, of Company premises, activities or employees (whether or not on Company premises) without the express authority of a member of management.
- 7.26 Any involvement in an act considered by the Company to be that of vandalism, this includes graffiti.



## **DISCIPLINARY PROCEDURE**

As stated earlier in this handbook (see “Probationary period”), please note that within the first two years’ of service, your employment may be subject to termination without recourse to the disciplinary process.

Please be aware that the Company reserves the right to enter the disciplinary procedure at any stage depending on the circumstances and severity of the offence. Other than for gross misconduct, any disciplinary action taken will normally be based on the following procedure:

<b>1st Occasion</b>	<b>2nd Occasion</b>	<b>3rd Occasion</b>	<b>4th Occasion</b>
Verbal warning	Written warning	Final written warning	Dismissal

A verbal warning (which will be confirmed in writing) will remain on your record for a period of 6 months and any subsequent written warning will normally remain on your record for a period of 12 months. These periods may be longer or extended dependent upon the circumstances and strictly at management discretion.

### **Notes**

The disciplinary and grievance procedures are non-contractual (except with regards to the Company’s contractual right to demote as detailed below) and do not form part of your contract of employment. Any statutory rights will apply.

You may be suspended on full pay normally for up to 5 days for the purpose of carrying out investigations into any alleged offence.

Suspension from work without pay for up to 5 days may be considered as an alternative to dismissal.

As previously explained, the Company is contractually entitled to demote but will only do so if it is felt that this is an appropriate penalty as an alternative to dismissal. If this is the decision taken, the rate of pay and other terms that apply will be those that are appropriate to the new position occupied.

If dismissed for Gross Misconduct you have no right to any period of notice or to receive payment for any outstanding contractual accrued holidays and your statutory entitlement only will apply.

At all stages of the Disciplinary and Appeal Procedures you have the right to be accompanied by a fellow employee of your choice, an official employed by a trade union or an official of a trade union who is certified as a worker’s companion at disciplinary or grievance hearings. You or your companion must not make any electronic recordings of any hearings conducted under this procedure or any meetings or discussions held outside this procedure (this includes any investigation meetings where there is no right to be accompanied).

The operation of the Disciplinary Procedure is based on the authority at the various levels of your Line Manager, Director or other nominated person.

## **DISCIPLINARY APPEAL PROCEDURE**

Following any disciplinary sanction, you will have the right to appeal against the decision (unless your employment was terminated within the first two years' of service as the Company is entitled to terminate your employment without recourse to the disciplinary process).

If you wish to exercise this right, you should apply in writing to the Company within 5 working days of the decision you are complaining against, stating the grounds of your appeal.

The Disciplinary Appeal hearing will be heard by one of the Directors or other nominated person, wherever possible within 5 days of your appeal. You will retain the right to be accompanied and you will be given a full opportunity to state your case.

The outcome of the appeal will be made known to you in writing usually within 5 working days of the hearing, giving the reasons for the decision where appropriate.

The Director or other nominated person's decision will be final.

## **GRIEVANCE PROCEDURE**

It is important that if you feel dissatisfied with any matter relating to your existing conditions of employment, or any other contractual matter, you have an immediate means by which such a grievance can be aired and resolved.

You should speak to your Line Manager (or another member of management if your grievance is with your Line Manager) if you have a grievance on any matter during the course of your employment and wherever possible this will try to be resolved informally. If this is not going to be possible, you should raise the grievance in writing with your Line Manager (or another member of management if your grievance is with your Line Manager) explaining fully the nature of your grievance.

A hearing will be arranged, wherever possible, within 5 working days to discuss your grievance.

At all stages of the grievance and appeal procedures you have the right to be accompanied by a fellow employee of your choice, an official employed by a trade union or an official of a trade union who is certified as a worker's companion at disciplinary or grievance hearings. You or your companion must not make any electronic recordings of any hearings conducted under this procedure or any meetings or discussions held outside this procedure (this includes any investigation meetings or meetings to resolve matters informally where there is no right to be accompanied).

Every effort should be made to resolve the issue at this stage.

You will normally be given the details of the outcome in writing within 5 working days.

NB – Whilst a grievance is being dealt with you should continue normal working and carry out any reasonable management instruction unless it is not reasonably practicable to do so.

## **GRIEVANCE APPEAL PROCEDURE**

If you remain dissatisfied with your grievance outcome, you have the right of appeal against the decision by submitting your appeal in writing stating fully the grounds for doing so and within 5 working days of receiving the written outcome details.

A hearing will be held by a Director or other nominated person, wherever possible, within 5 working days of receiving your appeal. You will retain the right to be accompanied and you will be given a full opportunity to state your case.

The outcome of the appeal will be made known to you in writing usually within 5 working days of the hearing, giving the reasons for the decision.

The Director or other nominated person's decision will be final.

## **GENERAL CONDITIONS OF EMPLOYMENT**

The following general points all form part of your Contract of Employment.

### **Bribery and Corruption**

To avoid any allegations of bribery or corruption, the acceptance of gifts or hospitality, other than items or gestures of a nominal nature or value, is not permitted. There may be occasions when you are offered gifts or hospitality and in such instances you must declare this immediately to your Line Manager.

You should also report immediately any attempt from any other employee, customer or third party to bribe or corrupt you into divulging confidential information relating to our services.

Corruptly giving or accepting any gifts or hospitality or failing to report any corrupt act by another employee or accepting any form of bribe can lead to dismissal for gross misconduct and possible criminal proceedings.

### **Bullying**

We aim to foster good working relationships and to encourage a sense of humour to enhance morale amongst all those working for the Company, but most importantly to take care of their own Health and Safety and that of others.

It is our policy not to tolerate any bullying behaviour at work to any person. Irresponsible behaviour can be both harmful, and dangerous. Any such behaviour will be considered a breach of Company Rules and appropriate action may be taken.

If you feel you are being subjected to any such treatment you should contact any manager to whom you can relate and with whom you feel comfortable. Where possible, all such complaints will remain in the strictest of confidence save for any investigation to ascertain the allegations and undertake the appropriate action.

### **Buying or Selling of Goods**

You are not allowed to buy or sell goods on your own behalf on Company premises without prior permission.

### **Cash Handling**

If your job requires that you handle cash, you should exercise caution and security and hand the money into the Company as quickly as possible.

## **Change of Address, Telephone Number or Next of Kin Details**

It is very important that you notify the Company and ensure that the HR Department is notified in writing as soon as possible of any changes to your personal circumstances, i.e. if you change your address, contact telephone number and/or next of kin details. The Company is now obliged to forward accurate employee details to the HMRC on a monthly basis.

## **Client Property and Premises**

You are required to ensure that you take all necessary precautions to protect our clients' property (as an example this might include but is not limited to furniture, fixtures, fittings, equipment, etc) **prior** to commencement of any works. For example but not limited to, when carrying out demolition work, cutting of track and stud use of chop and circular saws, joinery work, etc.

You are not permitted to use beverages/food/facilities provided by clients or available at clients' premises without the specific authority of the client. Failure to comply with this or any actions which, as a result, are likely to affect our working relationship with the client, may render you liable to disciplinary action.

You are not permitted to tamper with, copy, read, move or remove any items of client's property which are not designated as accessible to you in the normal course of your duties for the Company.

Failure to comply with this requirement will lead to disciplinary action and may result in a deduction of pay for any losses incurred by the Company as a result of your negligence or carelessness.

## **Collections**

Collections of any type are not allowed on the Company premises unless a member of Senior Management has given prior permission.

## **Computer Controls and Policies**

All staff are required to strictly observe the following controls and policies:

### Computer Equipment and Software Policy

No member of staff is permitted without prior senior management approval to load any computer software other than that purchased by the Company for official business purposes.

Similarly, no customer or supplier data is to be installed on a computer without prior approval and having been virus checked as a priority precaution.

In any case where a computer is given a personal user password for accessing the computer or its files, suitable and satisfactory notification arrangements must be made to ensure the Company has no difficulty in obtaining access at any time.

Virus testing software is available for every personal computer. All users, therefore, must ensure that all incoming diskettes, CD-ROMs etc which have been created outside the Company are virus checked before use. E-mail attachments should also be subject to virus detection testing. Any suspected viruses must be reported immediately to the Company.

### Internet Policy

Internet services should be used for business purposes only.

The following examples of uses of Company internet services are not acceptable and any breach will be subject to disciplinary action up to and including dismissal for gross misconduct:

- Access or distribution of malicious, obscene or harassing material
- Use for personal gain or personal business transaction
- Purchases, whether business or personal without obtaining prior authorisation
- Downloading of games and images
- MSN/Facebook/MySpace/Twitter, chat rooms etc.
- Buying/selling or surfing on eBay or similar
- Blogging
- Social networking

You are advised that the Company will exercise its right to routinely monitor the internet usage of all employees.

With regard to accessing social networking sites within or outside of the workplace (which includes personal accounts) you must not:

1. Make reference to the Company, its customers, suppliers or its employees.
2. Make offensive, discriminatory, defamatory or inappropriate comments about the Company, its customers, suppliers or any of its employees.
3. Divulge confidential information about, or belonging to, the Company, its customers, employees or suppliers.

Any breach will be subject to disciplinary action up to and including dismissal for gross misconduct.

### Portable Computers (Laptops)

If you are provided with a portable computer by the Company for business purposes it must only be used by you or by another member of staff with your permission or that of the Managing Director.

Due and proper care must be exercised at all times for computer security in terms of both software loading and loss of equipment through theft or neglect.

The right is reserved in the case of any damage to or loss of a portable computer through misuse or wilful neglect of security precautions that the cost of repair/replacement will be your responsibility.

### Electronic Mail Policy

The use of Company computer equipment and systems for the sending of personal e-mail messages either internally or externally or the transmitting of confidential information to any person, firm or Company during the course of normal business is only permitted by consent of management and the e-mail facility should only be used for Company authorised purposes.

You are advised that the Company will exercise its right to routinely check at any time staff e-mail transmissions both incoming and outgoing from any Company workstation.

Any member of staff discovered to be in wilful breach of this policy will be subject to serious disciplinary action (up to and including dismissal for gross misconduct) and/or liable to legal action depending on the circumstances.

### **Confidentiality**

You must not during or after the period of your employment divulge to any outside body any trade secrets, confidential information, supplier and customer details, pricing list and/or details of business connections including such of the foregoing that you have introduced into the Company during your employment.

You shall not remove from the place of your employment any documentation of any description nor take copies of such documentation (electronic or otherwise) for your personal use, or the use of a competitor or third party either during your employment or on termination of your employment.

Any information provided by the Company to you will be regarded as confidential unless it is of a type that would be:

- Freely available to the general public.
- Freely available to members of the Company's trade or profession.

### **Data Protection**

The Company recognises its responsibilities as an employer and data controller to maintain accurate records pertaining to client/customer, supplier and employee data and to comply with current and future data protection legislation. All representatives and employees of the Company are expected to comply with all applicable requirements of data protection.

In accordance with the General Data Protection Regulation (more commonly referred to as GDPR) the Company hereby notifies you that it holds personal and sometimes sensitive data about you relating to your employment. On recruitment you will be asked consent to the Company holding such data and records. Please consult the Company policy to understand the storage and use of your personal data and information regarding consent.

If you are concerned about a potential breach of the Company policy you must report this immediately to your Manager. Failure to do so could result in disciplinary action up to and including dismissal for gross misconduct.

### **Drugs and Alcohol Policy**

Taking of illegal drugs, or alcohol, or solvent misuse at work will not be tolerated. The only exception will be when an employee takes drugs, according to the prescribed dosage given by a General Practitioner or other person qualified to do so.

You should be aware that certain over the counter drugs and prescribed drugs may cause drowsiness that could affect driving or operating machinery. If any of this type of drug is used at work or prior to commencing work and it is believed that the negative effects of the drug could still present themselves, you should make a member of management aware of this fact.

If there are grounds to believe you are or have been carrying, supplying or taking illegal drugs or supplying those drugs prescribed specifically for your own consumption to other persons, or found to be misusing any solvents, this will be treated as gross misconduct and will be dealt with in accordance with the disciplinary procedure already in force.

The consumption of alcohol during normal working hours is not permitted. This will include any breaks that are allowed unless there are good business reasons or express permission has been granted by the Managing Director.

The drinking of excessive alcohol into the early hours before a workday or taking drugs could result in alcohol and/or drugs still being present in the bloodstream at the time of work commencing. If you are suspected of being under the influence of alcohol and/or drugs or unfit to perform your duties when reporting for work you will not be allowed to remain at work until suspicion is cleared. During this time there will be no entitlement to pay.

Disciplinary action will be initiated against any employee who is considered to be under the influence of alcohol and/or drugs or alcoholic odour is detected at any time during the working day. Such disciplinary action may lead to disciplinary action up to and including dismissal for gross misconduct.

If you believe that you or another employee may have an alcohol or drugs problem it is your duty to notify a member of management at the earliest opportunity.



## **Employment Agency Fees**

Where employment is terminated by you within 12 months of the commencement of your employment, then if you were introduced to the Company by an employment agency (or similar) to whom the Company has paid or is bound to pay an introduction fee as a result of having employed you, the Company shall on termination reserve the right to recover from you a sum equal to the introduction fee less one twelfth for each complete month of service and less any rebate or reimbursement which the Company receives from the employment agency (or similar).

Please note you may be required to sign a separate agreement to this effect in addition to the terms detailed above and it is a condition of your employment that you do so when requested.

## **Environmental Policy**

The Company is committed to a programme of continuous improvement, pollution prevention and strict compliance with relevant legal and regulatory obligations.

This policy is appropriate to the organisation's activities, products and services that we provide.

We are constantly searching for ways to create a Company that addresses the needs of the environment by developing systems and processes that reduce the impact upon the environment.

Our commitment consists of:

- Eliminating waste, pollution and emissions by redesigning our processes and products.
- Fostering a culture of continuous improvement and development.
- Reducing the energy demands of the business through more efficient processes and transportation.
- Introducing recycling activities.
- Conducting reviews of all significant environmental aspects arising from our operation and wherever practicable, incorporate best available technologies in new developments.
- Make this policy available to other organisations and the community at large.

## **Equal Employment and Non-discrimination Policies**

It is the policy of the Company to provide equal employment opportunities in accordance with the developments in the field of race relations, age, sex equality, sexual orientation, religion or religious belief, disability and the legislation to protect against discrimination in employment. These policies are related but not limited to: recruitment and selection, appointments, promotion, transfer, leave of absence, termination, rates of pay, training and use of facilities. The Company is committed to an on-going programme of equal employment and non-discrimination for all.

These policies also relate to how we offer and provide services to our customers and the community.

It is the further policy of the Company that employees will be promoted on a fair and non-discriminatory basis. In order to achieve this, the promotion criteria will always relate specifically to the individual employee's ability, aptitude and suitability compared to the requirements for the job.

The Company will periodically review its promotions policy to ensure its aims are being met.

The Company will ensure that all persons are selected, promoted and treated equally on the basis of their relevant aptitudes, skills and abilities without regard to race, colour, religion, religious belief, age, national origin, sex, sexual orientation or disability. All employees are required to comply with this policy and acknowledgement is given to the specific responsibilities, which fall upon management, supervisors and individuals involved in recruitment and employee administration.

To further ensure that direct or indirect discrimination is not occurring within the Company, the recruitment and other employment decisions will be regularly reviewed in conjunction with ethnic records of job applicants and existing employees.

The Company is committed to a programme of action to make this policy fully effective. It is our policy as an employer to comply with all relevant obligations under the Equality Act 2010.

To safeguard individual rights under the equal opportunities policies of the Company if you believe that the Company has applied inequitable treatment to you, you may raise the matter through the Company grievance procedure.

It is the duty of all employees to accept their personal responsibility for the practical application of these policies.

Any employee who fails to comply with this policy in whole or in part will be subject to disciplinary action up to and including dismissal for gross misconduct.

## **Harassment**

It is the Company's policy to provide an environment which is free of any type of harassment. Harassment can be defined as:

“Unwanted, uninvited and unwelcome action, behaviour or language by one or more people, against one person or a group of people, which creates an intimidating, hostile, degrading, humiliating or offensive environment within the workplace, **whether intentional or not.**”

Employees may not always recognise that their behaviour constitutes harassment; they must recognise that what is acceptable to one employee may not be acceptable to another.

Every effort will be made to deal with any incident quickly, effectively and with utmost sensitivity and confidentiality.

If further intervention is required, complaints of harassment will be dealt with through the grievance procedure and any employee who feels they are the subject of harassment may seek preliminary advice as indicated in the grievance procedure.

Where harassment is confirmed as having taken place, the matter will be dealt with under the disciplinary procedure.

It is the duty of all staff to accept their personal responsibility for the practical application of this policy.

### **Housekeeping**

From the point of view of safety and appearance, all work and rest areas must be kept clean and tidy at all times. Each employee has a duty to maintain their working environment in order to achieve a good housekeeping policy.

### **Jury Service/Court Attendance**

During your employment you may be required to attend Court as a Juror or have been subpoenaed as a witness.

The Company is not obliged to pay you whilst you are off and there are allowances paid by the court to cover loss of earnings to compensate you during your absence from work.

You should, however, be aware that the allowances are capped and may not cover your normal pay.

No payments will be made to an employee requiring time off work to answer civil or criminal charges.

### **Keys**

You may be given a set of door keys for the Company premises and these must be kept safe at all times. The keys must not be left unattended at any time and when asked to lock up you must ensure that all doors and windows in the building are securely locked and any other final checks followed to ensure the safety of the building and our equipment. You must return all such keys on your termination of employment or on request of your Line Manager or a Director.

## **Letters of Reference**

Building Societies etc. may apply to the Company for a letter of reference on your behalf.

Reference enquiries by other employers may be made to the HR Department whilst you are currently employed, or for up to three years after you have left.

Open letters of reference will not normally be given.

## **Mobile Phone Policy**

This policy provides guidance on the use of mobile phones and you must exercise due care and regard for the following rules:

- 1.1 Mobile phones issued by the Company are for business use. Personal calls must be kept to a minimum. The monthly billing will be scrutinised by the Company and the cost of any excessive private calls will be recovered by a deduction from pay. The use of your Company mobile is subject to the "Computer controls and policies" and personal mobile phones should not be used to make comments or divulge information on social networking sites in breach of the policy.
- 1.2 Mobile phones issued by the Company must be kept switched on at all times unless you are working on a site where mobiles are not permitted. In such cases you must put the mobile phone onto silent mode and return any calls/messages at the earliest opportunity when it is safe and appropriate to use the phone.
- 1.3 Personal mobile phones should ideally not be used whilst you are working. However if essential then they must be used infrequently, discreetly and appropriately whilst you are working and it is your responsibility to assess that it is safe to do so.
- 1.4 Mobile phones must be kept switched off whilst you are using machinery or if you are working at height. It is your responsibility to ensure that any other customer site rules, applicable to the use of mobile phones, are observed.
- 1.5 Unless permitted elsewhere in this handbook, you are not permitted to use a mobile phone on Company premises for audio or visual recording purposes without the express permission of the Managing Director.

## **Use of Mobile Telephones When Driving**

- 1.6 The actual use of the telephone handset by the driver whilst the engine to the vehicle is running is contrary to the basic requirement of the Highway Code. Any such use may lead to prosecution by the Police Authority.

- 1.7 Using a mobile phone whilst driving, whether or not with a hands free facility, is potentially dangerous to you, other road users and pedestrians. You are not permitted to use a mobile phone whilst driving on Company business without the use of a hands free facility (this includes if your vehicle is stationary with the engine running). The Company will not accept any responsibility for liabilities arising from a failure to comply with this policy.
- 1.8 If you do not have a hands free facility your phone must be kept switched off whilst you are driving and the voicemail facility should be utilised, unless a work colleague is travelling as a passenger and is able to use the phone.
- 1.9 If you do not have a hands free facility and you wish to use a mobile phone whilst driving, you should find a safe place to stop your vehicle before making the call and your vehicle must remain stationary for the duration of the call with the engine switched off.
- 1.10 You should be aware of potential theft when stopping at a set of traffic lights, or when the car is parked, your telephone must therefore be concealed out of temptation of thieves. When your vehicle is left unattended your phone should be removed.
- 1.11 You must ensure that all mobile telephone equipment is turned off when re-fuelling a car or waiting on a filling station forecourt.

The above rules are easy to follow and are designed to safeguard you. They must be respected and any failure in your duty to do so will result in disciplinary action including possible termination of your employment.

### **Notice Boards**

Information and changes affecting your employment are posted on the notice board in the office as well as on the employee portal of the website – [www.amspec.co.uk](http://www.amspec.co.uk). It is important therefore to pay regular attention to these methods of communication.

### **Parking**

At any time that your vehicle is parked on Company premises it is left entirely at your risk and no liability for any damage will be accepted by the Company.

### **Personal Mail**

All mail sent to the Company is regarded as being addressed to the Company and will be opened unless prior approval has been given by management.

## **Personal Property**

Liability is not accepted for the loss of, or damage to, personal property brought onto the premises. You are recommended not to bring personal items of value onto the premises and, in particular, not to leave any such items unattended.

## **Personal Telephone Calls**

Telephones are provided for essential aspects of the business. Private outgoing telephone calls are only allowed with prior permission. All incoming personal calls must be kept to a minimum.

## **Protective Work Wear**

Where protective work wear is appropriate for your place of work, you are expected to arrive on site/ for site work with any personally allocated protective work wear.

If you arrive at work without any or part of the necessary protective work wear/equipment you will not be permitted onto site and any time lost as a result of your failure to have the proper work wear/equipment needed will not have an entitlement to pay.

- Hard helmet.
- Protective fluorescent coat or waistcoat.
- Protective safety boots.
- Ear defenders.
- Protective safety gloves.

These form the basic protective personal equipment needed. However it may be necessary to wear additional protective equipment appropriate for the job being undertaken, e.g. ear defenders, goggles, which are made available by the Company.

Where appropriate, the safety and protective clothing provided must be worn.

Protective work wear provided by the Company will be replaced on a fair wear and tear basis subject to you returning to the Company your old/damaged/worn items. It is your responsibility to check your own personal protective equipment and if it is not appropriate for the role speak to your Line Manager before use.

On leaving the employment of the Company you must return any items of work wear allocated to you by the Company. The right is reserved to make a deduction from your final pay for an amount equivalent to the replacement cost of any item not returned or returned in an unreasonable condition on your departure.

Where the Company considers that work wear provided to you has suffered excessive wear and tear or damage as a result of wearing/using the items outside of your working hours with the Company, or to carry out secondary employment, or where any items are unaccountably lost, the right is reserved not to pay for the replacement of such items and to insist that you cover the full cost of any new items required.

### **Redundancy Policy**

This policy is non-contractual and does not form part of your contract of employment. Any statutory rights will apply.

Should circumstances arise where redundancy is seen to be a possibility the first steps will be to consider reducing overtime to a workable minimum (where appropriate) and restrict recruitment (where appropriate).

The Company will follow a fair and meaningful consultation process and invite all those at risk to make representations before any decision is made and the statutory right to be accompanied given.

If redundancies cannot be avoided, consideration may be given to applications for voluntary redundancy although any decision will have to be subject to the needs of the business.

If the selection of employees for redundancy becomes necessary (where there is a pool of risk situation for example) then appropriate factors will be considered at that time.

Due weight will be given to each of those factors. Only if the final weighted score of those factors was equal would the "last in first out" principle apply.

At all times in a redundancy situation, the overriding consideration will be the future needs and viability of the business.

### **Religious and Political Activities**

The Company has no religious or political bias and does not condone any activity that is offensive to others or causes discomfort to an individual or disruption to working practices. Employees must not feel pressurised in any way into listening to, or participating in, any religious or political activity.

### **Retirement Age**

There is no set retirement age from the Company. At any time during your employment, you are welcome to discuss any future plans you may have with management. If you wish to retire from your employment or discuss your plans for retirement, you should do so by informing Andrew Maxwell in writing.

## **Rights of Search**

The Company reserves the right to carry out random checks on persons and property (including employee's vehicles), at any time while they are on the Company's premises or business. It is understood that such checks do not imply suspicion in relation to the individual concerned.

Whilst you have the right to refuse to be searched, refusal can constitute a breach of contract which could result in your dismissal.

## **Secondary Employment**

Prior to undertaking any other employment outside your normal working hours, you should consult the Managing Director. You must ensure that it does not interfere or conflict with your attendance and duties with this Company.

Whilst the Company does not wish to restrict or prohibit you from earning additional income or indeed from working even on a voluntary basis outside your normal working hours for the Company, it is essential that we exercise our duty of care to ensure that we do not condone breaches of relevant legislation such as the Working Time Directive, rules on drivers hours or Health and Safety legislation.

The right is reserved therefore, in reasonable circumstances, to decline your request to carry out secondary employment or to insist that any secondary employment already being undertaken is stopped. Under no circumstances are you permitted to use any of the Company's tools, equipment or property (including vehicles) for the purposes of carrying out secondary employment. Any breach of this Company rule will lead to disciplinary action which may result in your dismissal.

## **Short-Time Working/Lay Off/Temporary Suspension from Work**

In the event of a shortage of work for whatever reason or other factors giving rise to a diminished requirement for the particular kind of work you are employed to carry out, the Company may find it necessary to introduce an arrangement to reduce your hours of work without entitlement to normal pay.

The occasions when this is necessary will fall into one of the following situations:

- Short time working - this is when you would be required to work less than half your normal working hours.
- Reduction in hours working - this is where you work reduced hours but more than half your normal working hours.
- Lay off - this is where there is a workless week.



In any of the above situations you may be entitled to be paid in accordance with the statutory guarantee pay entitlements and within the provisions of current employment law.

**Social Media** (please refer to “Computer controls and policies”)

### **Socialising with Customers or Clients**

You should exercise care when socialising with customers/clients. Whilst this may form part of your job, you must take care to protect yourself from any challenges of favouritism, or personal gain from such a relationship.

You must not take holidays or receive gifts from external consultants, customers or clients unless the event is authorised by the Company.

You are reminded that when attending business events or when generally socialising with the above, you are an ambassador of the Company and should conduct yourself in a way that does not bring the Company name into disrepute or that could jeopardise any future business in any way. It is your responsibility to ensure that you do not drink unreasonable levels of alcohol, to ensure that you are able to conduct yourself professionally and to ensure that you are fit and able to fulfil your duties the following day if required.

If you are in any doubt please speak with your Line Manager or a Director.

### **Special Leave of Absence**

Special leave of absence for any reason e.g. bereavement involving a direct member of family will be at the discretion of a member of management. It is expected that outstanding holiday entitlement be used to provide payment for bereavement leave.

### **Standards of Dress**

As you will come into contact with customers, it is important that you maintain a professional standard of dress. Overalls, where provided, must be worn at all times whilst at work. Where appropriate, the safety and protective clothing/work wear provided must be worn.

Where appropriate you will be issued with 3 x Company polo shirts and 1 x sweatshirt to be worn during your working hours. These must be worn in a clean and tidy state and will be replaced on a fair wear and tear basis.

You are not permitted to wear shorts during your working hours. These are not only considered to be inappropriate items of clothing which do not reflect the professionalism of the Company, but as legs are not protected when wearing shorts, they are considered a breach of Health and Safety requirements and a failure to adhere to this will lead to disciplinary action.

During working hours visible body piercing or facial adornments will only be permitted at the discretion of management and tattoos, unless discreet, must be covered during working time and any decision will be strictly at the discretion of management.

Personal hygiene must also be of a high standard.

The right is reserved to suspend from duty without pay for an indefinite period any member of staff who fails to conform to the dress code or, in the opinion of your manager, whose appearance could give offence to customers.

### **Statements to the Media**

Any statements to the media will only be given by the Managing Director.

### **Training**

If you receive training/assessment from a person not employed by the Company, that involves costs to the Company either in time or money and you leave during the 12 months after completion of the training/assessment, a percentage of the costs involved will be payable to the Company. The amount due will be calculated on a pro-rata basis depending on the length of service following completion.

However, should you leave your employment prior to the end of the course, the full amount incurred by the Company for the cost of training will be repayable by you.

**In addition should you fail to attend a course on which you have been booked, without prior agreement from the Manager, an appropriate deduction will be made from your pay and disciplinary action may also follow if the reason for non attendance is not acceptable to the Company.**

On termination of your employment the Company has the right to deduct any outstanding amount due from your final pay. If the provision of pay is not sufficient to meet the sum involved the Company will invoice you for the amount due. It is your responsibility to meet this cost.

Please note you may be required to sign a separate agreement to this effect in addition the terms detailed above and it is a condition of your employment that you do so when requested.

## **Tools and Equipment**

The Company may provide certain tools and equipment necessary for you to carry out your duties. It is your responsibility to ensure their proper use and safekeeping at all times, any damage should be notified to your Line Manager without delay. You are responsible for the safe storage of any such tools and equipment.

Should any item of equipment be lost through wilful neglect or need to be replaced unnecessarily through misuse, you will be responsible for the cost of replacement or repair. The right is reserved to make any appropriate deduction from pay in such circumstances.

## **Variations to Terms and Conditions**

The Company reserves the right in appropriate circumstances to change the terms and conditions of your employment and any such variations will be notified to you either by way of general notice to all employees or as an individual notice to yourself personally, whichever is appropriate. Any changes will be made by way of negotiation and appropriate consultation, and the notice given to you by the Company will be dependent upon your length of service and within legislative guidelines.

## **Whistle Blowing (Public Interest Disclosure Act 1998)**

The main purpose of the system is to provide you with ready access to a safe and effective means of reporting any matters which fall within the 'qualifying disclosures' below, regarding the Company and/or its employees and workers.

Should you discover a situation which falls within one of the qualifying disclosures below, you are free to decide to whom you should report the matter, in terms of their seniority/position within the Company.

If you are unsure of whether an incident warrants reporting, or if it should in fact be reported initially to an external body, the issue can be discussed confidentially with the following Whistleblowing Charity who should be able to give you free confidential advice:

Public Concern at Work  
Lincoln's Inn House  
42 Kingsway  
London  
WC2B 6EN

Telephone:

Whistleblowing Advice Line: 020 7404 6609  
General enquiries: 020 3117 2520  
Fax: 020 7403 8823

Email:

UK Advice line:	whistle@pcaw.org.uk
Media enquiries:	press@pcaw.org.uk
UK services:	services@pcaw.org.uk

Qualifying disclosures - If an employee is to be protected, the disclosure must be one covered by the Public Interest Disclosure Act 1998. A qualifying disclosure is a disclosure which, in the reasonable belief of the employee tends to show one or more of the following:

- That a criminal offence has been committed, is being committed, or is likely to be committed.
- That a person has failed, is failing, or is likely to fail to comply with a particular legal obligation.
- That a miscarriage of justice has occurred, is occurring, or is likely to occur.
- That the health or safety of any individual has been, is being, or is likely to be endangered.
- That the environment has been, is being, or is likely to be damaged.
- That bribery has been committed, is being committed, or is likely to be committed.
- That information indicating the occurrence of any of the above has been, is being, or is likely to be deliberately concealed.

The Company will support employees who make confidential disclosures and protect them from reprisals or victimisation even if the allegation is later established to be unfounded, as long as the employee makes the disclosure with reasonable belief and the disclosure falls within one of the above qualifying categories. This also applies where the employee makes the disclosure with reasonable belief and falls within one of the above qualifying disclosures but which turns out later not to have been justified. If the Company concludes that an employee has made false allegations maliciously or with a view to personal gain, the employee may be subject to disciplinary action.

This policy should not be used for a complaint relating to your own personal circumstances, such as the way you have been treated at work. In those cases, you should follow the Company's grievance procedure (as detailed earlier in this handbook).

It is acknowledged, that it is never easy to report a concern, particularly one which may relate to an unlawful act. However, you are urged to come forward with any concerns, at the earliest opportunity, so that matters can be dealt with promptly and effectively.

If this is done internally, you may wish to discuss the matter with your Line Manager although this should in no way dissuade you from making a more formal report where appropriate, in which case you should contact the Managing Director.

### **Workplace Monitoring**

In the interests of security and safety you are advised that some sites may be surveyed/monitored by CCTV cameras up to 24 hours per day. Recordings may be viewed and used in the case of disciplinary action.

All Company vehicles are fitted with tracking devices to enable the Company to monitor vehicle movements and as an insurance against theft. Vehicles will be monitored by the Company on an ongoing basis.