



## Employee Handbook – Security Guarding

# Employee Handbook | Contents Page

## Introduction

### Section 1 | Induction

- Induction Basics
- Training & SIA Licensing
- Training Appeals Procedure

### Section 2 | Our Standards

- Conduct and Standards
- Dress Code
- Personal Relationships
- Political Activity

### Section 3 | Pay & Benefits

- Pay & Deductions
- Annual holidays
- Sick Pay
- Pensions
- Absence
- Long-Term Absence
- Absence Reporting Procedures
- Your Entitlements

### Section 4 | Discipline

- Disciplinary Policies and Procedures
- Disciplinary Sanctions
- Grievance
- Performance Management
- Monitoring
- Harassment and Bullying
- Alcohol and drugs misuse
- Alcohol and drugs testing
- Public Interest Disclosure ('Whistle Blowing')

### Section 5 | Policies

- Equal Opportunities and Diversity
- Equal Pay Policy
- Computers and Electronic Communications
- Social Networking Sites and Blogs
- Code of Ethical Practice
- GDPR & Privacy

# Introduction

Welcome to Group Employment Services. We are delighted to welcome you as part of our team.

We strive to provide the highest standards of service. To do so, it is essential that we maintain a positive working environment which enables all of our employees to work to their full potential. We hope you will assist us in achieving this aim by observing our rules, policies and procedures.

It is your responsibility to study the contents of this handbook. By doing so, you will gain useful information about our culture and values. You will also find out what you can expect from us as an employer and what we will expect of you as an employee.

The contents of this handbook, where suitable for incorporation as contractual terms, form part of your contract of employment. In the event of any conflict between the terms of this handbook and your Statement of Particulars of Employment, the terms of the latter document will prevail. Your Statement of Particulars of Employment Employee Handbook, or any such amended version of the Employee Handbook as we may issue from time to time, constitute a relevant agreement for the purposes of the Working Time Regulations.

We reserve the right to make reasonable modifications to the content of the handbook from time to time. Minor changes of detail, or changes required to comply with current legislation, will be notified to you by general notice. Any fundamental alterations will only be implemented following full consultation with the relevant employees.

Sarah Grant

HR Manager

# SECTION 1 | Induction

## INDUCTION BASICS

In order to start work we will need:

- A fully completed application form (covering your entire 5 year work/employment history) to enable you to be BS7858 screened
- Valid right to work documentation.
- Your signed contract with agreed pay rate.
- Your bank details and email address (your wage slip will be emailed to you on a Tuesday prior to the Wednesday bank payment you will receive directly into your bank account).
- A completed P45/P46.

### Identification Documentation

Before starting work with us, we shall have requested documentation from you proving your entitlement to work in the UK.

We are required to check and to satisfy ourselves that you are the rightful holder of any document/s that you provide to us. All documents will be checked for the likeness of photographs, dates of birth being consistent with your appearance, expiry dates, stamps, endorsements and names. Photocopies of the document/relevant parts of the document will be kept on your personnel file.

Depending on the particular documentation with which you have provided us prior to commencing your employment, we may require to undertake follow-up checks of your documentation on an annual basis. If in such circumstances you are unable to provide us with original copies of the documentation required in terms of the relevant legislation, your employment will be terminated.

We will require you to produce one of the following original documents:

- Your passport showing that you are a British citizen or a citizen of the UK and Colonies with a right of abode in the UK.
- Your passport or national identity card showing that you are a national of the European Economic Area (EEA) or Switzerland. If you are a Croatian national, you must also provide an original valid accession worker authorisation document or, if you are exempt from authorisation, your registration certificate confirming your exemption or you must prove your exemption by other means.
- Your registration certificate or document certifying your permanent residence issued by the Home Office on the basis that you are a national of an EEA country or Switzerland.
- Your permanent residence card issued by the Home Office if you are a family member of a national of an EEA country or Switzerland.
- Your current biometric immigration document issued by the Home Office indicating that you are allowed to stay indefinitely in the UK or have no time limit on your stay in the UK.
- Your current passport endorsed to show that you are exempt from immigration control, allowed to stay indefinitely in the UK, have the right of abode in the UK, or have no time limit on your stay in the UK.

If you do not have one of the above documents we can accept one of the documents from the list below provided that it is produced in combination with an official document issued by a government agency or a previous employer giving your name and permanent national insurance number:

- Your current immigration status document issued by the Home Office with an endorsement indicating that you are allowed to stay indefinitely in the UK or have no time limit on your stay in the UK.
- Your full birth certificate issued in the UK stating the name(s) of at least one of your parents.
- Your full adoption certificate issued in the UK stating the name(s) of at least one of your adoptive parents.
- Your birth certificate issued in the Channel Islands, the Isle of Man or Ireland.
- Your adoption certificate issued in the Channel Islands, the Isle of Man or Ireland.
- Your certificate of registration or naturalisation as a British citizen.

If you do not have the above documents we will accept one of the documents from the list below. However, please note that you will be required to provide evidence of your renewed right to live and work in the UK at the expiry date of the relevant current permission. Failure to do so may result in your employment being terminated:

- Your current passport endorsed to show that you are allowed to stay in the UK and do the type of work in question.
- Your current biometric immigration document issued by the Home Office that indicates that you can stay in the UK and are allowed to do the work in question.
- Your current residence card or document issued by the Home Office if you are a family member of a national of an EEA country or Switzerland.
- Your current immigration status document with a photograph issued by the Home Office with an endorsement indicating that you can stay in the UK, and are allowed to do the type of work in question or a letter issued to you by the Home Office. However, these documents must be produced in combination with an official document giving your permanent national insurance number and your name issued by a government agency or a previous employer.

If you are able to produce only a certificate of application issued by the Home Office to a family member of a national of the EEA or Switzerland stating that you are permitted to take employment, or an application registration card issued by the Home Office stating that you are permitted to take the employment in question, your employment is conditional on us being able to obtain a Positive Verification Notice from the Home Office employer checking service. You will be required to provide ongoing evidence of your right to live and work in the UK six months from the date of a Positive Verification Notice. Failure to do so may result in your employment being terminated.

### **Time Recording / Booking on & off**

You are responsible for signing your timesheets: these will be provided by your Supervisor or Area Manager, who will arrange for the timesheet to be countersigned by the Site/Building/Store/Venue Manager.

Your line Supervisor or Manager will then make arrangements for the timesheet to be sent to head office by close of business on the Tuesday (following the Sunday of the week worked). Please be aware this responsibility may fall to you in the absence of an onsite Supervisor or Manager.

To ensure accuracy of invoicing to our clients and payment of your wages, as well as the safety and security of you, the client and the client's premises, you may also be required to book on and off via our automated system. There may be a further requirement to complete regular check-calls using the same system.

The working week runs Monday-Sunday. We operate two standard wage runs:

- Weekly: wages paid directly into the bank the following Wednesday (10 days later).
- Monthly: on the 10th of each month.

Please be reminded that we operate a no timesheet, no pay policy. Falsification of timesheets will result in disciplinary action being taken against you up to and including summary dismissal.

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### **Industry Requirements**

You are required to carry and display an SIA licence for the appropriate sector at all times when working for the company. If you are operating under Licence Dispensation Notice (LDN), you must carry a signed, unexpired LDN on you whilst working, along with Company ID bearing the SIA Approved Contractor logo, or be wearing the SIA Approved Contractor pushpin. Failure to carry the required licence, LDN, ID or pushpin may result in disciplinary action being taken against you.

### **Company Standards**

You must wear the correct uniform for your assignment and operate to the company's standards of conduct, professionalism at all times when representing the Company.

You should know the contact number for the duty mobile for your area, for head office, and for your line manager should you need to contact these while on shift.

A weekly or monthly deduction may be taken from your wages as a contribution towards the cost of personal accident insurance. Any deduction will be marked on your wage slip.

We will make an agreed deduction from your earnings in respect of the costs of your next SIA Licence application. If you leave the Company any SIA savings will be returned to you upon receipt of your resignation letter.

Expense/Mileage Claims should be signed off by your line manager before submitting to the Finance Department. Expenses may not be paid if over three weeks old. Mileage will be paid at the rate in force at the time of the journey. You will be advised of any changes in your specific mileage rate.

If you have any wage queries, please address these in the first instance with your line manager. Thereafter, please email the finance department at [payroll@groupemploymentservices.co.uk](mailto:payroll@groupemploymentservices.co.uk).

## **TRAINING AND SIA LICENSING**

Prior to applying for an SIA Licence, you are required to complete the prescribed training course and to successfully pass the examinations which follow. You will be required to present the ID at the time of the exam. A list of acceptable forms of ID will be given to you as part of your joining instructions for the course.

Please ask for information about Individual Training Account (ITA) funding for your course prior to paying for or attending any training.

Your exam results will be received by the company for the exams you sit, and your certificates will be

mailed out to the postal address you gave at the time you sat the exam. If you do not achieve a pass mark upon sitting the first exams you can re-sit at your own cost.

### **Simplified steps to an SIA licence**

The cost of applying for a licence is set by the Security Industry Authority (SIA). You must create an online account with the SIA to enable the business to apply on your behalf.

The steps are as follows:

1. Register and activate your account
2. Log in to SIA self-service website and enter requested information on the “match your details” page
3. Provide your Manager with your account email so they can invite you to link with the business
4. Complete and return the SIA application form to your Manager

Should you encounter any issues with the process, please contact your Manager directly for assistance.

Once your application has been submitted, and you continue to meet the criteria for LDN eligibility, you can be deployed under LDN upon the instruction of an Operational Manager. You must carry the LDN on you at all times when working, and must sign and return to the Compliance Department all LDN acceptance forms issued to you.

It is very important that you check the progress of your licence application by logging in to your online account.

Your SIA licence will be sent directly to your home address. This licence allows you to work for 3 years and must be renewed at that time if you wish to continue employment within a licensable security role. It is advisable to apply for your new licence around 4 months prior to the expiry date.

You are responsible for advising the SIA if your address changes during the three years for which your licence runs. Advising the SIA of any address change during this period is a condition of holding the licence. You must tell the SIA of any changes to your name or address within 6 weeks from the date of the change. If you do not inform the SIA within this deadline, then you will have failed to meet the conditions of your licence.

You must tell the SIA within 21 calendar days of any convictions, cautions or warnings, or charges for relevant offences whether committed in the UK or abroad. If you do not inform within this deadline, then you will have failed to meet the conditions of the licence.

Your licence can be revoked or suspended if you fail to meet the conditions of your licence.

We may require to terminate your employment should your licence be suspended or revoked during the course of your employment with us.

Please contact the Compliance Department directly with any issue relating to your SIA application status on 0141 225 5218.

## **TRAINING APPEALS PROCEDURE**

It is the policy of the Company that all candidates have the right to appeal against any decision taken

by an assessor.

If a candidate is unhappy with the decision taken by an assessor he/she has a right to appeal against any such decision.

In the first instance the decision in question should be discussed between the candidate and his/her assessor. If a satisfactory solution is not agreed, then the matter should be referred to another assessor, or the internal verifier.

During appeal hearings all candidates are entitled to be accompanied by a colleague of their choice. A copy of any such meetings will be kept on candidates' training files.

## Section 2 | Standards

### CONDUCT AND STANDARDS

#### What this policy covers

This policy details the main standards of behaviour that you need to adhere to and also details the behaviours that the Company would normally regard as gross misconduct. The standards of behaviour and the details of gross misconduct listed in this policy should not be considered exhaustive.

#### Your Duties and Responsibilities

You are under a duty to comply with the standards of behaviour required by the Company and to behave in a reasonable manner at all times.

#### Attendance and Timekeeping

You must:

- Comply with the rules relating to notification of absence set out in the Company's Absence Procedure
- Arrive at work promptly, ready to start work at your contracted or scheduled starting time
- Remain at work until your contracted or scheduled finishing time
- Obtain management authorisation if for any reason you wish to arrive later or leave earlier than your contracted or scheduled start and finish times

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

Persistent poor timekeeping may result in disciplinary action.

#### Conduct Standards

- Maintain satisfactory standards of performance at work
- Comply with all reasonable management instructions
- Co-operate fully with your colleagues and with management
- Ensure the maintenance of acceptable standards of politeness
- Take all necessary steps to safeguard the company's public image and preserve positive relationships with all persons and organisations connected to the company
- Ensure that you do not behave in a way that constitutes unlawful discrimination or harassment
- Comply with the Company's policies, procedures and assignment instructions

Unless otherwise instructed, personal mobile telephones must be switched off or switched to silent mode at all times during normal working hours.

#### Flexibility

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

You may also be required to undertake duties outside your normal job remit and to work at locations other than your normal place of work.

#### Hours of Work

You will be paid in line with your contract of employment for the hours of work you carry out. The Company will endeavour to honour shifts offered to you. However, in the event that a shift is cancelled prior to or during your allocated work time due to operational reasons or for any other reason, payment will only be made to you in respect of the hours of work carried out.

### **Confidentiality**

You must keep confidential, except as required by law, both during your employment and at any time after its termination, all information gained in the course of your employment about the Company and that of all persons and organisations connected to the Company.

### **Outside activities and other employment**

You are not permitted to engage in any activity outside your employment with the Company that could reasonably be interpreted as competing with the Company.

You are required to seek written permission from management before taking on any other employment while employed by the Company.

If such permission is given, you must notify management of any hours worked during the course of your other employment.

### **Health and Safety**

It is your duty and responsibility to familiarise yourself with, and to comply with, the Company or any third party's health and safety policies and procedures. Breach of these rules may result in disciplinary action, up to and including the termination of your employment without notice for gross misconduct.

If something happens that may affect your ability to work, like becoming pregnant or suffering an injury, you must advise HR Department in writing as the Company has a legal responsibility for your health and safety and they may need to suspend you on medical grounds while they find a solution to the issue or problem. If you do not receive a written acknowledgement within 7 days, you are required to telephone our HR Department and discuss.

You must report all accidents, however minor, as soon as possible, making a comprehensive entry in the Company's Accident Book.

### **Dress and Appearance**

The personal appearance of employees makes an important contribution to the Company's reputation and image. For this reason, it is important that your dress and appearance is professional and reflects the environment in which you work. You should also maintain a good standard of personal hygiene. All employees will be expected to comply with any management instructions concerning dress and appearance.

### **Property and equipment**

You are not permitted to make use of Company or a third party's telephone, fax, postal or other services for personal purposes.

You must not remove property or equipment from Company or a third party's premises unless for use on authorised business or with the permission of management.

Where you damage property belonging to the Company either through misuse or carelessness, the Company reserves the right to make a deduction from your pay in respect of the damaged property.

On termination of your employment you must return all Company property, such as keys, laptops, mobile telephones, Company vehicles, documents or any other items belonging to the Company.

### **Gambling**

You are not permitted to gamble, bet, run sweep stakes on client premises or our own premises.

### **Buying/Selling Goods**

Buying and/or selling of goods, whether on your own account, or on behalf of any other party is not permitted on client premises or our premises.

If you have obtained the prior permission of your Line Manager we will allow you to purchase items online using our computers.

### **Phone calls**

Company telephone facilities are not to be used for private purposes except in an emergency. In the case of an emergency please ask a member of management for permission to use the phone.

### **Personal searches**

The Company may reasonably request to search your clothing, personal baggage, personal storage areas or vehicles. An authorised person will conduct any such search in the presence of an independent witness. Should you refuse such a request, the Company will require the appropriate authorities to conduct the search on behalf of the Company. Failure to co-operate with the Company in this respect may be treated as gross misconduct. Refusal to be searched may lead to the police being summoned to carry out the search on behalf of the Company.

### **Personal property**

You are solely responsible for the safety of your personal possessions on Company premises and should ensure that your personal possessions are kept in a safe place at all times. If you find an item of lost property on the premises, you are required to inform management immediately.

### **Environment**

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

### **Appraisal**

The Company operates a performance review and plan scheme, where employees are given the opportunity to discuss progress in the job, set targets and identify priorities and training needs for the future.

### **Repayment of Training Cost**

From time to time the Company may pay for you to attend training courses. In consideration of this, if your employment terminates after the Company has incurred liability for the cost of the training course, you will be liable to repay some or all of the fees, expenses and other costs (the costs) associated with the course.

You shall repay the Company as follows:

- a) If you cease employment before you attend the training course but the Company has already incurred liability for the Costs, 100% of the Costs or such proportion of the Costs that the Company cannot recover from the course provider shall be repaid;

- b) If you cease employment during the training course or within 12 months of completing the training course, 100% of the Costs shall be repaid.
- c) If you fail to attend the training course in question, you shall repay 100% of any costs incurred by the company in relation to the course.

Under this clause, the Company will deduct the sums from your final salary or any outstanding payments due to you.

If a specific training agreement has been signed to cover costs, this will supersede the above.

#### **Promotion**

Wherever practical and the employee wishes it, promotion from within, with appropriate training, will be preferred to recruiting externally.

#### **Breach of this policy**

A breach of the Company's standards of behaviour is likely to result in disciplinary action being taken.

## **DRESS CODE**

#### **What this policy covers**

The personal appearance of employees makes an important contribution to the Company's reputation and image. For this reason, it is important that your dress and appearance is professional and reflects the environment in which you work.

The directions and requirements within this policy are not exhaustive and all employees will be expected to comply with further management instructions concerning dress and appearance.

#### **Uniform dress code**

While we will provide non-standard items of uniform, you should always wear clothing which is smart, and which easily identifies you as a security operative.

Should you not possess appropriate business dress or smart clothing, please consult with your Line Manager in order that appropriate arrangements can be made.

#### **Tattoos & Body Piercing**

Body piercing and tattoos must be covered from view. Offensive body piercing and tattoos that cannot be concealed are not business appropriate, and are therefore prohibited. Exceptions would only be considered on the grounds of religious or cultural customs, but these considerations would need to be weighted against health and safety protocols and client / business dress requirements.

Should you come into work with an unconcealed tattoo or body piercing deemed to be inappropriate, you may be subject to disciplinary action.

## **PERSONAL RELATIONSHIPS**

We recognise that employees who work together may form personal friendships and/or close personal

relationships. While we do not wish to interfere with these personal relationships, we must ensure that all employees behave in an appropriate and professional manner at work. The following rules must therefore be observed:

- If you are involved in a close personal relationship with a colleague, client, customer or supplier you must not allow that relationship to influence your conduct while at work.
- Intimate behaviour during work time is expressly prohibited whether you are at our workplace, on clients' premises or elsewhere. Any breach of this rule will be regarded as a serious disciplinary offence leading to disciplinary action up to and including dismissal.
- If you embark on a close personal relationship with a colleague working in the same department/section as you the relationship must be declared to your Line Manager or another Senior Manager.
- If the relationship is between a manager/supervisor and an employee whom he/she supervises, the relationship should be declared to a senior manager. Similarly, if you begin a close personal relationship with a client, customer, supplier, you must declare this relationship to your Line Manager. The information declared will be recorded on the personal files of both employees and treated in the strict confidence.

In order to avoid a situation in which any employee has managerial authority over another with whom he/she is having a close personal relationship, we reserve the right to transfer one or both of the employees involved in the relationship to a job in another department/section. This will only be done following consultation with both employees. If it is not possible to transfer at least one of the employees (for example if no suitable vacancies exist, or if an employee refuses to transfer), we reserve the right to dismiss one or both employees with notice in accordance with the employee's contract, or to dismiss with pay in lieu of notice. Such a course of action would be taken only as a last resort in circumstances where no other course of action was reasonably open to us.

## **POLITICAL ACTIVITY**

While we recognise your right to hold political opinions and to take part in political activity in your own time, you are not permitted to take part in any type of political activity while you are at work.

We aim to provide a working environment in which all staff feel comfortable and in which everyone is treated with respect and dignity. Political activity, in particular expressing strong political views in the workplace, can be contrary to the achievement of that aim. In addition, it would be inappropriate for the business to be seen to support a particular political organisation. Accordingly, neither our customers nor suppliers should be exposed to your personal political views at any time.

In particular, you are prohibited from:

- Political Campaigning;
- Handing out material containing information about political parties;
- Sending political material/information to anyone using our email system or posting such material on our intranet or notice boards;
- Using office or other business resources to assist with political activity;
- Expressing political views to customers or suppliers (whether done verbally, by e-mail or in writing);
- Arguing with suppliers or customers about any aspect of politics;
- Attempting to coerce others into holding any particular political opinion or trying to persuade

- them to engage in political activity;
- Wearing or displaying political symbols;
  - Doing or saying anything that suggests or implies that our business supports a particular political organisation or holds any particular political opinion; or
  - Acting against colleagues in a way that could amount to harassment or bullying, e.g. taking steps to try and foist political beliefs on him/her.

For the avoidance of doubt, these restrictions apply when you are at your normal place of work, working on customers' premises or while travelling on our business.

## Section 3 | Pay & Benefits

### PAY AND DEDUCTIONS

#### Rate of Pay

Your Contract of Employment will specify the rate, frequency and method of payments of your wage/salary. This document will also specify whether you are entitled to payment for working additional hours.

Your basic rate of pay will be reviewed annually without any obligation to increase pay. Increases will be at our absolute discretion. Any resulting changes to your pay will be notified to you in writing.

#### Pay Statement

An itemised pay statement will be sent to you no later than the day prior to your payment date. This will show how the total amount of your pay has been calculated for the relevant pay period including any deductions that have been made such as PAYE and NI Contributions.

#### Pay Administration

It will be your responsibility to ensure we have been provided with a note of your bank/building society account name and number and sort code number, and to keep us advised of any changes to this account.

If you are overpaid for any reason, the excess will normally be deducted in full from your next payment. However, if this would result in hardship to you we may consider making a number of smaller deductions over a longer period.

#### Tax Year Details

At the end of each tax year you shall receive a Form P60 detailing the total pay you have received during that year and the amount of any deductions made in respect of income tax and national insurance contributions.

We may also require to provide you with a P11D form detailing any benefits that you have received during that tax year.

Duplicates of these documents cannot be provided.

#### Earnings Arrestment

Should we receive an earnings arrestment, a current maintenance arrestment or a conjoined arrestment order we will determine the amount of the arrestment payable in the prescribed manner for the particular arrestment.

We shall record and reduce the amount owing on the order, by the deduction made each pay period. For each deduction made, we are allowed to make a deduction of £1 from your net pay to cover its administrative costs. We shall provide you with a copy of the order, the date of the first deduction and the amount to be deducted. We will inform your creditor (or the sheriff clerk in the case of a conjoined order) of your pay frequency, the first pay date the order is to be applied, the amount of the deduction, and the name and address of any new employer.

### **Other Benefits**

Any benefits which we choose to provide, from time to time, which are not expressly referred to in this handbook or in your statement of particulars shall be regarded as ex gratia and made at our absolute discretion. The provision of any such benefits shall not confer any contractual entitlement upon you.

## **ANNUAL HOLIDAYS**

### **What this policy covers**

This policy sets out the rules and procedures in relation to taking annual holidays. It applies to all employees and workers.

### **Your entitlements and responsibilities**

Details of the holiday year and your annual holiday entitlement can be found in your Contract of Employment. It is your responsibility to ensure you take your annual holiday entitlement during each leave year.

### **Timing and length of holidays**

You are not permitted to take more than two weeks' worth of annual holiday at any one time, except at the sole discretion of the Company.

The Company may require you to reserve a specified amount of annual holiday entitlement to be taken at a time set by the Company, depending on the needs of the business. The Company reserves the right not to provide you with advance notice of this requirement.

### **Carrying over unused holidays**

You are not permitted to carry over accrued annual holiday from one holiday year to the next. Holidays not taken within the holiday year will be lost.

### **Holiday during long-term absences**

You will continue to accrue your Regulation 13 leave during sickness absence.

However, any Regulation 13A leave and any contractual holiday entitlement over and above the minimum statutory holiday entitlement will not accrue during any period of sickness absence. You are permitted to take annual holiday during periods of sickness and this must be requested via the normal procedure.

### **Termination of employment**

The Company may require you to take all or part of any outstanding holiday entitlement during a period of notice to terminate employment or garden leave. The Company reserves the right not to provide you with advance notice of this requirement.

Upon the termination of your employment, for whatever reason, you will be entitled to be paid for holiday accrued but not taken in the current holiday year, at the date of termination of employment. If upon the termination of your employment you have taken more annual holiday than you have accrued in the current holiday year, an appropriate deduction will be made from your final payment.

### **Unauthorised holidays**

If you are absent from work on a date on which a holiday request has been refused, the Company will investigate the reason for your absence. If the Company considers that you do not have a reasonable explanation for your non-attendance, you may be subject to disciplinary action, up to and including

dismissal without notice.

### **Sickness and holidays**

If you are taken ill or sustain an injury during a period of authorised holiday, you will not normally be permitted to take the holiday at a later time.

If you are absent from work due to sickness immediately prior to a period of authorised holiday and your incapacity extends into the authorised holiday period, you may be permitted to delay the period of holiday until a later time. You should submit a written request to postpone the planned holiday, together with a medical certificate completed by a medical practitioner.

### **Policy for requesting holidays/time off**

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

You are required to submit a completed 'Holiday/Time off Request Form' to your line manager as early as possible, normally giving a minimum notice of one month. Holidays/time off can only be booked by completing this form, no holidays/time off can be booked by text, phone or email.

Your line manager will advise you if your time off has been approved within two weeks of the submission of the form. If your holiday/time off is not approved and you proceed to take the time off this may result in disciplinary action up to and including summary dismissal.

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

## **SICK PAY**

### **What this policy covers**

This policy sets out your entitlement to sick pay and outlines the basic rules and qualifying criteria that apply to sick pay. The payment of sick pay is dependent on your adherence to the Company's Absence Procedures, which can be found in this Employee Handbook.

### **Your entitlements: Statutory Sick Pay**

Regardless of your length of service, if you are absent from work because of sickness or injury, you will normally be entitled to receive Statutory Sick Pay (SSP) from the Company at the prevailing rate. The payment of SSP is conditional upon you satisfying the following qualifying conditions:

- Your period of absence consists of at least four consecutive work days
- You earn at least the 'lower earnings limit' for national insurance contributions (NIC), which is reviewed on an annual basis

The first three days of sickness absence are classed as waiting days, and will not normally be paid.

Once you have met the necessary qualifying conditions and provided the required medical evidence that you are unfit for work, SSP will be paid for each subsequent work day that you remain absent due to sickness or injury. You will only be paid for those days on which you would normally work or are

scheduled to work.

SSP is normally payable for a maximum of 28 weeks.

The provisions relating to SSP are extremely complex. If you have any questions about this policy, you should discuss these with your manager.

### **Procedure**

You must comply with the Company's Absence Procedure, which is outlined in this Employee Handbook.

## **PENSIONS**

Under the Pensions Act 2008, the Company will automatically enrol all of its employees into a workplace pension scheme. For more information on the scheme, please contact your line manager.

## **ABSENCE**

### **What this policy covers**

The purpose of this policy is to ensure that employees who are genuinely unwell are treated fairly and consistently, while minimising the impact of sickness absence on the Company.

The policy sets out procedures for reporting sickness absence and for the Company's management of short-term and long-term absence. Any absences that are disability-related will be managed in accordance with relevant legislation and related Codes of Practice.

This policy also contains information on your entitlements in relation to paid and unpaid time off work for reasons other than sickness.

### **Your responsibilities: Breach of absence procedures**

Breach of any of the absence reporting procedures detailed below, including those relating to the notification of absence or provision of a medical certificate, may result in disciplinary action. Any periods of absence that are unauthorised may be treated as gross misconduct and could lead to your dismissal without notice from the Company. Unauthorised absences will not be paid.

### **Frequent short-term absence**

Persistent absenteeism has a detrimental impact on your colleagues and on the Company as a whole. If it is considered that your absence level is a cause for concern, the Company may meet with you to investigate the situation fully. The Company may require you to undergo an Occupational Health Assessment.

The Company cannot sustain frequent short-term absences, even if the reasons for the absences are genuine. Therefore, unacceptable levels of absence may result in formal proceedings. The Company will take into account the reasons, frequency and pattern of your non-attendance in determining an appropriate course of action.

If you are issued with a formal warning in respect of your absences, you will be advised as to the level

of attendance which the Company expects of you. If you fail to achieve this level of attendance additional formal action may be taken up to and including dismissal.

### **Medical report**

It may be necessary for the Company to obtain a medical report during the course of your employment in order to gather further information about your medical condition, its probable effect on your future attendance at work, your ability to do your job and whether there are any reasonable adjustments to be made, if appropriate.

Although you have the statutory right to withhold your consent to the Company to approach your GP or consultant for a medical report, if you do choose to withhold your consent to our application, the Company may need to assess your state of health and its impact on your continued employment without the benefit of professional medical advice.

You may also be required to undergo a medical examination by a doctor nominated by the Company. The Company will be entitled to receive any report produced in connection with any such examination, and the Company may discuss the contents of the report with the doctor in question.

If you refuse to undergo a medical examination without good reason, this may be viewed as a failure to follow a reasonable management instruction and could result in disciplinary action, up to and including dismissal without notice

### **Medical suspension**

If the Company becomes concerned about your health and safety at work, or that the health and safety of others is being affected by your physical and/or mental health, you may be suspended on medical grounds pending further investigation to establish that you are fit to work. You will receive full pay during the period of your suspension.

## **LONG-TERM ABSENCE**

### **Welfare meetings**

During a period of long-term absence, you are required to attend any scheduled welfare meetings with the Company. The purpose of these meetings is to discuss your current state of health, how long you expect to be absent from work and what steps, if any, the Company can take to facilitate your return to work.

- If you are medically incapable of attending your place of work, a representative of the Company will come out to visit you. If the time scheduled for the meeting is not suitable, you should contact the Company immediately so that an alternative time can be agreed. You are also required to respond to any correspondence from the Company and any requests for information about your health.

### **Medical certification**

You should continue to provide medical certificates, completed by your medical practitioner, even if you have exhausted your entitlement to sick pay.

### **Failure to co-operate**

The Company will always be sensitive to your physical and mental wellbeing during periods of long-term absence. However, where there is a failure, without good reason, to co-operate with the Company in relation to attending meetings, communicating effectively, attending occupational-health assessments and providing necessary information, this may be treated as misconduct and the

Company may take disciplinary action.

### **Termination of employment**

The Company is committed to supporting you during your absence and assisting your return to work. However, a prolonged period of absence cannot be sustained indefinitely, and the Company may need to review your continued employment periodically. Before any decision is made in relation to termination of your employment on the grounds of capability, the Company will consult fully with you and obtain up-to-date medical advice.

## **ABSENCE-REPORTING PROCEDURES**

### **Sickness absence reporting**

You should notify the Company of your absence in accordance with the Absence Reporting clause contained within your Contract of Employment.

It is not acceptable for you to text, email, contact a colleague, leave a message or have a friend or relative call on your behalf.

If your manager is unavailable you should contact our 24 hour Control Room on 0141 285 3824 or 0844 8080 999.

You should provide the reason for your absence, an estimate of how long you expect to be off work, a telephone number by which you can be contacted and details of any outstanding or urgent work that requires attention.

### **Medical certification**

If your absence lasts for seven calendar days or fewer, you must complete an absence form immediately upon your return to work.

However, if you are entitled to contractual sick pay (please see your contract of employment for details) you may also be required to provide the appropriate medical certification for absences of fewer than seven days.

If your absence lasts more than seven calendar days, you must forward a medical certificate, completed by a medical practitioner, to management in order to cover the absence.

The medical certificate must be submitted as soon as possible. If you unreasonably delay in providing a medical certificate, your absence will be classed as unauthorised.

If, on a medical certificate, your doctor recommends any adjustments to your duties, hours or working conditions, the Company will discuss these with you and implement the recommendations, if these are reasonably practicable.

Failure to comply with the arrangements to assist your return to work without good reason may be treated as misconduct and may result in disciplinary action.

It is essential that you keep the Company updated on the reasons for your continued absence and its estimated duration. You should contact the Company daily during periods of absence unless you are instructed otherwise by your manager. You should contact the Company, by telephone, no later than noon on the working day before the day on which you intend to return to work. This will allow us to stand down any arrangements we have made to cover your absence. Should you fail to notify us of your intended return to work in the required manner, we may send you home without pay if we have

made alternative arrangements for your duties to be covered. You should also contact the Company before the expiry of your medical certificate if you continue to be unwell. In addition, a further medical certificate should be submitted immediately on expiry of the previous certificate. Failure to contact the Company or submit a medical certificate at this time may result in the interim absence being classed as unauthorised.

#### **Procedure for return to work**

You should contact your manager as soon as you become aware of your intended return date. If this date changes, you should update the Company immediately.

#### **Return to work meeting**

Your manager will interview you on your return to work following a period of absence. The reasons for your absence will be discussed and your manager will decide whether the absence should be authorised. The onus is on you to satisfy management that there was a genuine medical reason for the absence.

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## **YOUR ENTITLEMENTS**

### **Medical and dental appointments**

Where possible, you are requested to arrange any medical or dental appointments outside working hours.

If this is not possible, you must obtain permission from management before taking any time off and appointments should be arranged at the beginning or end of your working day to minimise any disruption to the Company. Unless otherwise agreed, you will not be paid for any time off as a result of medical or dental appointments, with the exception of antenatal appointments.

### **Jury service**

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

You will not normally be paid for this time off, and you are advised to claim the expenses to which you

are entitled from the Court. These will typically include compensation for loss of earnings.

### **Time off for religious observance**

You should make any requests for time off for religious observance to your manager as early as possible. Although you have no contractual right to religious leave or time off to pray, the Company will consider all such requests.

Time off for religious observance must be taken from your rest periods or annual holiday entitlement. If you wish to take the time off as annual holiday, you should make the request in accordance with the Company's annual holiday procedures. For the avoidance of doubt, the Company's rules relating to annual holiday will apply.

### **Bereavement leave**

In addition to your right to take reasonable unpaid time off following the death of a dependant, the Company may, at its discretion, permit you to take paid or unpaid leave following the death of an immediate or close relative. Please ask your manager for further information.

### **Adverse weather and other exceptional circumstances**

If you are unable to attend work due to adverse weather conditions or other exceptional circumstances, you will not be paid for any periods of non-attendance. You may request to take paid holidays or work additional hours at an alternative time to make up for the time you have been absent. The Company reserves the right to refuse such requests depending on the needs of the business.

If the Company cannot operate due to these exceptional circumstances, it reserves the right to require you to take holidays during this time or impose a period of lay-off when appropriate. The Company also reserves the right not to provide you with advance notice of this requirement.

### **Other types of leave**

The Company will adhere to statutory requirements in providing time off when you have commitments relating to a public office or role, trade union duties and activities or the Territorial Army. You should discuss such requests for time off with your manager at the earliest opportunity in order to work out the necessary arrangements, allow planning time and work with your manager to minimise any potential disruption to the Company.

### **Disabilities**

If you have a disability that impacts on your attendance at work, the Company will give consideration to whether there are any reasonable adjustments that could be made to your job or other aspects of your working arrangements to minimise absenteeism or assist your return to work.



## Section 4 | Discipline

### DISCIPLINARY POLICIES AND PROCEDURES

#### **What this policy covers**

This policy is designed to ensure that all disciplinary matters are dealt with promptly, fairly and consistently and to encourage an improvement in individual conduct and/or performance. It outlines the procedures that the Company will follow should there be a need to take disciplinary action and your right to appeal.

If you have less than 24 months' continuous service, you should note that the Company reserves the right to discipline or dismiss you without following the Disciplinary Procedure. Our policy is non-contractual.

#### **Your entitlements and responsibilities**

The Company aims to deal with disciplinary matters promptly and fairly.

You have the right to appeal against a decision the Company makes at a disciplinary meeting. In these cases, the Company will make every effort for the appeal to be dealt with by a different manager to the person who dealt with the matter initially.

The Company's decision at the appeal stage is final and there is no further right of appeal.

You have a responsibility to assist the Company, if required, to investigate the matters raised at disciplinary meetings and comply with the disciplinary procedures.

### DISCIPLINARY SANCTIONS

The level of the disciplinary sanction, if any, will be determined by the severity of the offence. The Company will normally select one of the following:

#### **Informal warning**

An informal verbal warning will usually be applied as the first step of corrective action following unsatisfactory performance or conduct offences.

You will be advised of any breach of conduct or standards or which aspect of your conduct has led to the meeting and the Company will explain the conduct or standards required in the future. The warning will be given verbally and you will be advised that a failure to improve the standard of conduct or performance may result in further disciplinary action. This will subsequently be confirmed in writing. A time limit will be placed on the warning.

#### **Written warning**

A Written Warning will normally be applied following further breaches of conduct or standards, but may be applied as the first step of corrective action following unsatisfactory performance or conduct offences. The Company will define the unacceptable acts and explain the conduct or standards required in the future. You will be advised in writing that a failure to improve the standard of conduct or performance may result in further disciplinary action. A time limit will be placed on the warning.

### **Final written warning**

A Final Written Warning is usually applied after a Written Warning has been given and performance or conduct has not improved but may be applied after a more serious first or a second offence.

You will be advised in writing that a failure to improve the standard of conduct or performance may result in dismissal. A time limit will be placed on the warning.

### **Dismissal**

Dismissal occurs when your employment is terminated either with or without notice. Dismissal without notice is also referred to as 'summary dismissal' and is restricted to cases of gross misconduct. The Company reserves the right, at its complete discretion, to impose a sanction short of dismissal if it is deemed appropriate. This may include demotion, transfer to a different post or another appropriate sanction. Any such decision will be confirmed to you in writing once you have been informed of the outcome.

### **Gross Misconduct**

Set out below are details of behaviour that the Company views as gross misconduct, which is likely to result in dismissal without notice. This list is not exhaustive. Such behaviour includes:

- Theft, dishonesty or fraud
- Deliberate recording of incorrect working hours
- Unauthorised absence
- Smoking on company or a third party's premises or in a vehicle belonging to the company or its client
- Sleeping during working hours
- Assault, acts of violence or aggression
- Carrying weapons of any kind
- Actions constituting a criminal offence
- Bullying
- Unacceptable use of obscene or abusive language
- Possession or use of or being under the influence of non-medicinal drugs or alcohol on company/client premises or during working hours
- Wilful damage to company, employee or third-party property
- Serious insubordination
- Serious or gross negligence
- Conduct bringing the company into disrepute or of a nature that may bring the company into disrepute
- Conduct which damages our commercial relationships
- Conduct which affects our standing and reputation with clients and/or with the other bodies and agencies with whom we work
- Criminal convictions or charges during the course of your employment which affects your suitability for your role, impairs our business reputation or seriously undermines the trust and confidence that we have in you
- Failing to disclose criminal investigations/charges to which you are subject or criminal convictions you have received during the course of your employment
- Falsification of records or other company documents, including those relating to obtaining employment
- Unlawful discrimination, including acts of indecency or harassment
- Refusal to carry out reasonable management instructions
- Gambling, bribery or corruption
- Serious breach of health and safety policies and procedures

- Serious breach of our code of ethical standards
- Serious breach of our standing instructions
- Breach of confidentiality, including the unauthorised disclosure of company information to the media or any other party
- Unauthorised accessing or use of computer data
- Unauthorised copying of computer software
- Inappropriate use of social media sites
- Jeopardising the company's relationship with our clients, including questioning or interrogating the client on employment related issues

### **Suspension from work**

If the Company believes it is appropriate, it may decide to suspend you from your work pending further investigation or disciplinary action. Suspension itself is not a disciplinary sanction.

If a decision to suspend is made, you will be informed verbally and this will usually be followed up in writing. While you are suspended, you should not attend work or make contact with anyone connected to the Company unless otherwise instructed by the Company. If you need to contact anyone connected to the Company while you are suspended, you must notify your manager. Any reasonable request will not be refused. Breach of the terms of your suspension may result in additional disciplinary action up to and including dismissal without notice.

The Company will endeavour to keep any suspension as brief as possible. Any period of suspension will be on full pay. However, should you fail to co-operate at any time with the investigatory process, for example by failing to attend any meeting, without good reason then the Company reserves the right to treat this as unauthorised absence and this may result in pay being withheld until such time as you attend any rearranged meeting-

### **Investigation Meetings**

Depending on the circumstances, you may be required to attend Investigation Meetings before a decision is taken to invoke the disciplinary procedure. An Investigation Meeting is an informal meeting and so you are not permitted to be accompanied unless you are under the age of 18 (when a parent or guardian will be permitted).

Depending on the outcome of the investigation, the Company will decide whether or not to proceed with a Disciplinary Meeting.

If it is decided that there is no case to answer then you will be informed of this fact either verbally or in writing. You will be expected to return to work at the agreed date and time. This will end the process.

### **Invitation to a Disciplinary Meeting**

If you are required to attend a Disciplinary Meeting, the Company will inform you of this in writing. In the letter, the Company will set out the issues that are to be considered, how seriously these are being viewed, the potential consequences and details of any intention to call witnesses. The letter will also inform you of the date and time of the meeting to allow you sufficient time to prepare your case. As this is a formal meeting, the letter will also detail your right to be accompanied.

### **Your right to be accompanied at a Disciplinary Meeting**

You are entitled to be accompanied at a Disciplinary Meeting by a fellow employee or a Trade Union official. With the exception of those under the age of 18, who will be entitled to be accompanied by a parent or guardian no other person will be permitted to attend.

Should you wish to be accompanied, you must notify the Company of the name and position of your chosen companion as soon as possible.

Your companion is permitted to put forward and summarise your case, respond on your behalf to views expressed in the meeting, ask questions and confer with you, but will not be entitled to answer questions directly on your behalf.

#### **Action if you cannot attend the meeting on the proposed date**

If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to advise them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable.

#### **Attending the disciplinary meeting**

You must attend the meeting at the proposed time. Failure to participate in the process or attend arranged meetings without good reason may result in additional disciplinary action or a decision being made in your absence.

Prior to the meeting, you should ensure that you are fully prepared to answer questions relating to the incident/circumstances in question. At the meeting you will be given every opportunity to state your case, present any evidence and call relevant witnesses before any decision is made.

#### **After the Disciplinary Meeting**

At the end of the meeting there will normally be an adjournment to allow for consideration of the facts. You will be informed of the outcome and any sanction will be confirmed in writing to you as soon as possible.

In some circumstances there may be a need to adjourn and reconvene a meeting at a later date, to allow further investigation. In this case you will be advised accordingly.

#### **Notification of the decision and disciplinary sanction**

Following the Disciplinary Meeting, the Company will notify you of its decision and the disciplinary sanction it will apply. This letter will also explain your right to appeal against any decision taken and sanction applied.

#### **Your right of appeal against disciplinary action**

If you wish to appeal against a decision you must submit your request in writing, stating the reasons for the appeal, to the individual identified in the letter confirming the sanction. This should be submitted within five working days of receiving notification. The first of these five working days is the day on which you received written confirmation of the decision.

#### **The Appeal Meeting**

You will be informed of the date and time of the Appeal Meeting. If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to inform them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable. You will be entitled to be accompanied by a fellow employee or a Trade Union official.

At the Appeal Meeting you will be given an opportunity to state your case. Your companion is permitted to put forward and summarise your case, respond on your behalf to views expressed in the meeting, ask questions and confer with you, but will not be entitled to answer questions directly on your behalf.

The meeting will then be adjourned to allow the Company to consider the facts and the decision will be confirmed in writing. The outcome will be communicated as soon as possible, taking into account the complexity of the issues raised in the appeal. The decision at this stage will be final.

## **GRIEVANCE**

### **What this policy covers**

A grievance is any concern, problem or complaint that you have in relation to your employment. Where possible, you should try to settle any grievance informally with your manager at the earliest opportunity. Where any grievance is unable to be resolved informally, this policy sets out the Company's Grievance Procedure.

### **Your responsibilities**

You have a responsibility to raise any grievances promptly and reasonably, assist the Company, if required, in any investigation of the matters raised in your grievance, follow the grievance procedure and attend all meetings arranged under it.

You may raise grievances either informally or formally. If you raise a grievance informally first, you may still raise the grievance formally subsequently if it is not resolved to your satisfaction.

The Company aims to deal with all grievances promptly and impartially, and to make all reasonable efforts to achieve a satisfactory outcome.

You have the right to appeal against a decision the Company makes in respect of a grievance raised by you. In these cases, the Company will make every effort for the grievance to be dealt with by a different manager to the person who dealt with the grievance initially.

The Company's decision at the appeal stage is final and there is no further right of appeal.

### **Dealing with grievances informally**

If you have any grievance, you should discuss this with your manager in the first instance, who will then attempt to resolve the situation on an informal basis.

If you feel unable to approach your manager directly, you should approach another manager or a more senior member of the Company, who will discuss with you ways of dealing with the matter.

If attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under the following formal procedure.

### **Your right to be accompanied at Grievance Meetings**

At all formal stages of this procedure, you are entitled to be accompanied by a fellow employee or by a trade union official. If you are under 18, your parent or guardian will be allowed to accompany you.

Should you wish to be accompanied, you must notify the Company of the name and position of your chosen companion as soon as possible.

### **Formal procedure**

The Company will make all reasonable efforts to deal with formal grievances in a fair and consistent manner. While the Company will make every effort to settle any grievance within the time limits detailed in this procedure, this may not be possible on some occasions.

You must set out the nature of the grievance, and the full particulars of it, in writing. The written grievance should be submitted to your manager in the first instance, or to the person identified in your contract of employment. If your grievance is against your manager, you should submit it to another manager or a more senior member of the Company.

### **Attending the Grievance Meeting**

You will be invited to a meeting to discuss the grievance. You must take all reasonable steps to attend this meeting.

Prior to the meeting, you should ensure that you are fully prepared to present your grievance, share any supporting evidence and answer any questions relating to the incident/circumstances in question.

### **Notification of the outcome**

After the Grievance Meeting, an appropriate period of time may be taken to allow for any further investigation and/or the consideration of all the facts before a decision is reached. The Company will then, normally, inform you in writing of its decision regarding the raised grievance without unreasonable delay. The letter will also explain your right to appeal against any decision taken.

### **Appeals against grievance outcomes**

If you are dissatisfied with a decision made regarding a grievance you have raised, you have the right of appeal. Whenever possible, the appeal will be dealt with by a different manager to the person who dealt with the grievance.

Your appeal must be made in writing, stating the reasons for the appeal, to the individual identified in the decision letter.

This should be submitted no later than the end of the fifth working day after you received written notification. The first of these five working days is the day on which you received written confirmation of the Company's decision.

### **The Appeal Meeting**

The Company will arrange and hold an Appeal Meeting as quickly as possible. You will be entitled to attend the Appeal Meeting and will be given an opportunity to state your case.

You must take all reasonable steps to attend this meeting. If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to inform them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable.

## **PERFORMANCE MANAGEMENT**

The primary aim of this procedure is to provide a framework within which managers can work with employees to maintain satisfactory performance standards and to encourage improvement where necessary. This procedure will apply in the event that an employee's performance fails to meet the standards required as a result of inadequate skills, knowledge or aptitude. The overall aim of this procedure is to identify and address areas of concern at an early stage in order to ensure that our standards are achieved and maintained and that employees receive the opportunity and support required to improve.

It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond at a hearing before any formal action is taken.

In the event of performance falling below satisfactory standards, the following principles will apply:

- The employee will be made aware of areas of under-performance and given a full opportunity to discuss underlying issues.
- Additional training and support will be provided where it is felt that this may address the issues identified.
- A reasonable amount of time, reflecting the circumstances of each case, will be allowed for improvement to be demonstrated.
- If appropriate, assistance will be provided in identifying any suitable alternative working arrangements or internal positions for which the employee may be eligible to apply.
- In some circumstances the manager may consider the employee's unsatisfactory performance amounts to, or has become, a matter of misconduct. In these circumstances the Disciplinary procedure may be initiated.

This procedure does not form part of any employee's contract of employment and it may be amended at any time. The company reserves the right to also vary any parts of this procedure, including any time limits, as appropriate in any case.

#### **What is covered by the policy?**

This policy is used to deal with poor performance. It does not apply to Sickness Absence, Disciplinary and Grievance. In those cases, reference should be made to the appropriate policy or procedure.

#### **Identifying performance issues**

In the first instance, performance issues should normally be dealt with informally between the employee and their supervisor as part of day-to-day management. A note of any such informal discussions will be placed on the employee's personnel file. Where unsatisfactory performance persists, it will be necessary to meet with the employee again. At this meeting objectives will be discussed and set for a specific period. The period will be appropriate to the circumstances.

Objectives (either tasks with a specific target or outcome, or demonstration of a particular skill or behaviour) will be realistic and capable of being measured within the set timescales. The employee will be advised clearly about where improvement is required, the action needed to achieve improvement, the priorities (if any) and the timescales.

During this period progress against the objectives will be monitored regularly and discussed with the employee.

The formal procedure will be used for more serious cases, or in any case where an earlier discussion has not resulted in a satisfactory improvement or objectives set have not been met.

Employees will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.

If we have concerns about the employee's performance, we will undertake a review to decide if there are grounds for taking formal action under this procedure. The procedure involved will depend on the circumstances but may involve reviewing the employee's personnel file including any appraisal records, gathering any relevant documents, monitoring the employee's work and, if appropriate, interview the employee and/or other individuals confidentially regarding the employee's work.

### **Disabilities**

Consideration will be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to the employee's working arrangements, including changing your duties or providing additional equipment or training. Any medical condition considered relevant by the employee should be advised to their supervisor.

### **Notification of a performance hearing**

If the company considers that there are grounds for taking formal action over alleged poor performance, the employee will be required to attend a performance hearing. The company will notify the employee in writing of our concerns over their performance, the reasons for those concerns, and the likely outcome if it is decided after the hearing that the employee's performance has been unsatisfactory. The company will also include the following where appropriate:

#### **A summary of relevant information gathered as part of any investigation**

A copy of any relevant documents, including witness statements which will be used at the performance hearing. In exceptional circumstances, the evidence given by individuals may have to remain confidential. Where confidentiality is necessary an appropriate summary of the evidence gathered will be given to the employee.

The company will give the employee written notice of the date, time and place of the performance hearing. The employee will be given a reasonable amount of time, not less than 2 working days to prepare for the hearing.

#### **Right to be accompanied at hearings**

The employee may bring a companion to any performance hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. The employee must tell the manager conducting the hearing who their chosen companion is, in good time before the hearing.

The choice of companion is a matter for the employee, but the company reserves the right to refuse to accept a companion whose presence would undermine the process.

#### **Procedure at performance hearings**

If the employee or their companion cannot attend the hearing, we will usually arrange an alternative time within 5 working days. The employee must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If an employee fails to attend without good reason, or is persistently unable to do so the company may take a decision based on the available evidence.

The performance hearing will normally be held by your supervisor. The employee's companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf.

A hearing may be adjourned if the company needs to gather any further information or give consideration to matters discussed at the hearing. The employee will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

The employee will be informed in writing of the decision and the reasons for it, usually within five days of the performance hearing.

**Stage 1 hearing:**

Following a Stage 1 performance hearing the company may decide to cease performance monitoring where the employee has made considerable sustained improvement.

The company may also decide to continue performance monitoring for a period of time to ensure that considerable improvement made is sustained.

If the company decides that the employee's performance is unsatisfactory, the employee will be given a first written warning setting out:

- The areas in which the employee has not met the required performance standards.
- Targets for improvement.
- Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
- A period for review.
- The consequences of failing to improve within the review period, or of further unsatisfactory performance.

The warning will normally remain active for twelve months from the end of the review period, after which time it will be disregarded for the purposes of the capability procedure.

**Stage 2 hearing: final written warning**

If the employee's performance does not improve within the review period set out in a first written warning, or if there is further evidence of poor performance while the employee's first written warning is still active, we may decide to hold a Stage 2 performance hearing.

Following a Stage 2 performance hearing the company may decide to cease performance monitoring where the employee has made considerable sustained improvement.

The company may also decide to continue performance monitoring for a period of time to ensure that considerable improvement made is sustained.

If the company decides that the employee's performance is unsatisfactory, the employee will be given a final written warning setting out:

- The areas in which the employee has not met the required performance standards.
- Targets for improvement.
- Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
- A period for review.
- The consequences of failing to improve within the review period, or of further unsatisfactory performance.

A final written warning will normally remain active for twelve months from the end of the review period, after which time it will be disregarded for the purposes of the capability procedure.

**Stage 3 hearing: dismissal or redeployment**

The company may decide to hold a Stage 3 performance hearing if there is reason to believe the employee's performance:

- has not improved sufficiently within the review period set out in a final written - warning;
- is unsatisfactory while a final written warning is still active; or
- has been grossly negligent such as to warrant dismissal without the need for a final written warning.

Notification of the hearing will be given as set out above.

Following the hearing, if the company finds that the employee's performance is unsatisfactory, a range of options may be considered including:

- Dismissing the employee.
- Redeploying the employee into another suitable job at the same or a lower grade.
- Extending an active final written warning and setting a further review period.
- Giving a final written warning where no final written warning is currently active.

Dismissal will normally be with full notice or payment in lieu of notice, unless the employee's performance has been so negligent as to amount to gross misconduct, in which case the company may dismiss the employee without notice or any pay in lieu.

### **Appeals against action for poor performance**

The employee has the right to appeal against the outcome of any performance hearing. The appeal must be in writing and received within five working days of the decision being communicated to them. An appeal will normally be heard within ten working days of being received. Depending on the nature of the appeal, further investigations might be necessary which would delay the meeting. The company will make every effort to arrange a meeting which is suitable for both the employee and their companion, keeping them informed of any delays.

A hearing may be adjourned if the person chairing the appeals needs to gather any further information or give consideration to matters discussed at the hearing. The employee will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

The company will inform the employee in writing of their final decision as soon as possible, usually within one week of the appeal hearing or reconvened appeal hearing. There will be no further right of appeal.

If an appeal against dismissal is successful, the employee will be reinstated with no loss of continuity or pay.

## **MONITORING**

### **What this policy covers**

This policy sets out the Company's approach to employee monitoring, provides information relating to the types of monitoring used and the Company's obligations in relation to such monitoring and in introducing additional monitoring.

### **The Company's responsibilities**

You should be aware that the Company may carry out employee monitoring.

Employee monitoring may be necessary to detect and/or investigate unauthorised or excessive use of the Company's telecommunications systems, detect and/or prevent crime and to maintain compliance with regulatory practices or procedures relevant to the Company, where applicable.

## **Types of monitoring**

The monitoring carried out may include:

- Monitoring lateness via access control systems or video cameras
- Checking emails and analysing email traffic to ensure the system is not being abused
- Checking of emails in employee absence
- Checking websites visited by employees using company systems
- Recording telephone calls and checking call logs
- Monitoring data usage and browsing history on mobiles and tablets
- Tracking the location of mobile phones
- Monitoring the use of company vehicles via vehicle-tracking systems

The organisation understands that any form of monitoring is intrusive in some way and that our legitimate interests in the monitoring of employee information is to be balanced against employee's right to keep their personal life private.

The Company may use information gathered through employee monitoring as the basis for disciplinary action against employees if there is found to be any unauthorised use.

If disciplinary action results from information gathered through monitoring, you will be given the opportunity to see or hear the relevant information in advance of the disciplinary meeting.

The Company will ensure data collected through monitoring is processed in accordance with the Company's Data Protection Policy and the General Data Protection Regulations and, in particular, it will be kept secure and access will be limited to authorised individuals.

The monitoring will be limited to what is necessary to achieve the purpose and there will be no deliberate attempt to collect more personal data through this monitoring, than is required.

The Company understands that from time to time there would naturally be some limited personal use of the Company's devices but where this personal use becomes a noticeable cost to the Company or becomes excessive and / or interferes with the employee's duties or poses a risk as outlined in the Company's responsibilities above, disciplinary action may be taken.

## **Additional monitoring**

The Company reserves the right to introduce additional monitoring. Before doing so, the Company will:

- Identify the purpose for which the monitoring is to be introduced
- Ensure that the type and extent of monitoring is limited to what is necessary to achieve that purpose and that there is no less intrusive way of achieving that purpose
- Where appropriate, consult with affected employees in advance of introducing the monitoring
- Weigh up the benefits that the monitoring is expected to achieve against the impact it may have on employees
- Keep a record of any monitoring that has been undertaken and not undertake any monitoring that cannot be traced

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

### **Covert monitoring**

If the Company has reason to believe that certain employees are engaged in criminal activity, the Company may use covert monitoring to investigate that suspicion. In such instances, any monitoring will take place under the guidance of the police and will be carried out in accordance with Data Protection legislation.

## **HARASSMENT AND BULLYING**

### **What this policy covers**

As part of the Company's overall commitment to equality of opportunity, it is fully committed to promoting a fair and harmonious working environment in which everyone is treated with respect and dignity and in which no individual feels bullied, threatened or intimidated. The aim of this policy is to prevent harassment and bullying in the workplace which includes harassment and bullying by other workers or by third parties you encounter while doing your job.

Harassment or bullying at work in any form is unacceptable behaviour and will not be permitted or condoned and will be viewed as a gross misconduct offence which may result in dismissal without notice.

### **What is harassment and bullying?**

Harassment and bullying detract from a productive working environment and can impact on the health, confidence, morale and performance of those affected by it, including anyone who witnesses or has knowledge of the unwanted or unacceptable behaviour.

### **Definition of harassment**

Harassment is any unwanted physical, verbal or non-verbal conduct based on sex, sexual orientation, gender reassignment, religious belief, age, race or disability which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.

A single incident of unwanted or offensive behaviour can amount to harassment. Some examples are given below, but many forms of behaviour can constitute harassment. These examples are:

- Physical conduct, ranging from touching, pushing or grabbing to punching or serious assault
- Verbal or written harassment through jokes, offensive language, defamatory remarks, gossip, threats or letters
- Unwelcome sexual behaviour, including unwanted suggestions, propositions or advances
- The sending or displaying of material that is pornographic or obscene, including emails, text messages, video clips, photographs, posters, emblems or any other offensive material
- Isolation, non-co-operation at work or exclusion from company organised social activities
- Coercion, including pressure for sexual favours
- Inappropriate personal contact, including intrusion by pestering or spying

It should be noted that it is the impact of the behaviour that is relevant and not solely the motive or intent behind it.

### **Definition of bullying**

Bullying is persistent, offensive, abusive, intimidating or insulting behaviour, which, through the abuse of power, makes the recipient feel upset, threatened, humiliated or vulnerable.

Bullying can be a form of harassment and can undermine an individual's self-confidence and self-

esteem and cause them to suffer stress.

Bullying can take the form of physical, verbal and non-verbal conduct. As with harassment, there are many examples of bullying, which can include:

- Shouting at or humiliating others
- High-handed or oppressive levels of supervision
- Unjustified, offensive and/or insulting remarks about performance
- Excluding employees from meetings, events or communications without good cause
- Physical or emotional threats

Bullying can occur in the workplace and outside of the workplace at events connected to the workplace, such as social functions or business trips.

### **Your rights**

You have the right to work in an environment which is free from any form of harassment or bullying. The Company recognises your right to complain about harassment or bullying should it occur. All complaints will be dealt with seriously, promptly and confidentially.

Every effort will be made to ensure that, when you make a complaint, you will be protected from further acts of bullying and harassment. If others also give evidence or information in connection with the complaint, they equally will be protected. Perpetrators of these acts will be subject to disciplinary action which may warrant dismissal.

### **Your responsibilities**

You have a responsibility to help ensure a working environment in which the dignity of everyone is respected. You must comply with this policy and you should ensure that your behaviour to colleagues and anyone connected to the Company, does not cause offence and could not in any way be considered to be harassment or bullying.

You should discourage harassment and bullying by making it clear that you find such behaviour unacceptable. You should also support colleagues who suffer such treatment and are considering making a complaint. You must alert a manager or supervisor immediately to any incident of harassment or bullying to enable the Company to deal with the matter promptly and effectively.

### **The Company's responsibilities**

The Company will ensure that adequate resources are made available to promote respect and dignity in the workplace and to deal effectively with complaints of harassment and bullying. This policy and procedure will be communicated effectively to all employees, and the Company will ensure that all employees are aware of their responsibilities. Appropriate training, where necessary, will be provided.

### **Procedure**

In order to raise a complaint of harassment or bullying, please refer to the Company Grievance Procedure (outlined elsewhere in this Employee Handbook).

## **ALCOHOL AND DRUGS MISUSE**

### **What this policy covers**

The purpose of the policy is to set out the Company's position on drug or alcohol misuse in the workplace, to protect the health and safety of workers and to comply with relevant legislation. Breaches of the policy may be viewed as gross misconduct and may result in disciplinary action up to

and including dismissal without notice.

### **Your responsibilities**

You must not be under the influence of drugs or alcohol when you report for work or during working time.

If you are taking medication or herbal remedies that may affect your work performance, or the safety, of yourself or others, you must inform the Company as soon as possible of which medication you are taking and the possible side effects.

### **Support for employees with alcohol or drug problems**

If you have, or believe you may have an alcohol or drug problem, you should inform the Company and seek medical advice before it affects your performance or conduct at work. If you come forward and seek help for an alcohol or drug problem you will be treated sympathetically and any discussions will remain confidential.

The Company will treat any absence due to drug and alcohol abuse in the same way as sickness absence on condition that you have obtained professional help and/or are receiving treatment. However, you must not be under the influence of alcohol or drugs at work throughout this time of support.

The use, possession, storage, transportation, promotion and/or sale of illegal drugs are forbidden in any situation connected to the Company. The Company reserves the right to involve the relevant authorities if it is deemed appropriate.

You are also expected to comply with any third party site rules, policies and procedures.

### **Procedure**

The Company will take all reasonable steps to prevent employees, agency workers and contractors carrying out work-related activities, if they are considered to be unfit or unsafe to undertake the work as a result of drug or alcohol consumption.

If you are suspected to be under the influence of alcohol or drugs during working hours or on Company premises, the Company reserves the right to send you home. This type of incident may be viewed as a gross misconduct offence and dealt with under the Company's Disciplinary Procedure, which could result in dismissal without notice. If the Company has reasonable grounds to believe that you were under the influence of drugs and/or alcohol at work you will not be paid for this shift.

## **ALCOHOL AND DRUGS TESTING**

### What this policy covers

Due to the nature of your work, the Company may require you to undergo testing for the presence of alcohol and/or drugs. This policy sets out the circumstances in which this might happen and the procedure that the Company will follow.

### **Your responsibilities**

You may be required to undergo testing for alcohol or illegal drugs in certain circumstances. Testing may be undertaken in the following circumstances:

- When there are reasonable grounds for believing that you are intoxicated or under the influence of drugs

- When you have been involved in any incident, injury or accident
- On a random basis for all employees who work in safety-critical roles
- When you are participating in follow-up monitoring or a rehabilitation programme, you may be required to take a test, without notice, to verify your continued abstinence from alcohol or drugs
- Prior to joining the company; confirmation of employment is conditional on a negative test result
- Where a client has stipulated a need

If you work on third-party sites that are subject to drugs and alcohol testing and there are differences between the third party's and the Company's policy, the more stringent policy will apply.

### **Procedure**

Alcohol and drugs testing will be carried out only by qualified and competent personnel who will use accepted and reliable methods and ensure that tests are carried out with the least possible intrusion into your privacy. All possible measures will be put in place to ensure confidentiality of test results, and checks will take place to avoid any false results.

In circumstances in which you refuse to undergo a test, or deliberately avoid taking a test, or in which you fail a drug or alcohol test administered by the Company, a client or a third party, this will normally be treated as gross misconduct and may result in dismissal without notice.

## **PUBLIC INTEREST DISCLOSURE ('WHISTLEBLOWING')**

### **What this policy covers**

The Company constantly strives to safeguard and act in the interest of the public and its employees. It is important to the Company that any fraud, misconduct or wrongdoing, by employees or other agents, is reported and properly addressed.

This policy applies to all employees and all other agents of the Company, who are encouraged to raise concerns in a responsible manner. The Company prefers that a concern is raised and dealt with properly, rather than kept quiet.

### **Your responsibilities**

You are encouraged to bring to the attention of the Company any practice or action of the Company, its employees or other agents that you reasonably believe is against the public interest, in that the practice or action is:

- A criminal offence
- A failure to comply with any legal obligation
- A miscarriage of justice
- A danger to the health and safety of any individual
- An attempt to conceal information on any of the above

Any individual raising legitimate concerns will not be subject to any detriment, either during or after employment. The Company will also endeavour to ensure that the individual is protected from any intimidation or harassment by any other parties. Should you knowingly making false allegations or if there is clear evidence that you have deliberately misused the whistleblowing procedure we reserve the right to take disciplinary action against you up to and including summary dismissal.

**Procedure**

In the first instance, you should raise any concerns you have with your manager. If you believe your manager to be involved, or if, for any reason, you do not wish to approach your manager, then you should raise it with a more senior person in the Company.

Any matter raised under this policy will be investigated promptly and confidentially. The outcome of the investigation, as well as any necessary remedial action to be taken, will be confirmed to you. If no action is to be taken, the reason for this will be explained to you.

**Escalating your concern**

If you are dissatisfied with this response, you should raise your concerns in writing directly with a more senior person in the Company.

If, after escalating your concerns, you believe that the appropriate remedial action has not been taken, you should then report the matter to the proper authority. These authorities include:

- HM revenue & customs
- The financial services authority
- The health and safety executive
- The environment agency or Scottish environmental protection agency
- The information commissioner

This list is not intended to be exhaustive, and you must take care to ensure you contact the proper authority in relation to the particular concerns you have.

You should not disclose to a non-relevant third party any details of any concern raised in accordance with this policy, and you must not, in any circumstances, publicise your concerns in any way.

## Section 5 | Policies

### EQUAL OPPORTUNITIES AND DIVERSITY

#### **What this policy covers**

The Company recognises the benefits of a diverse workforce and is committed to providing a working environment that is free from discrimination.

The Company will seek to promote the principles of equality and diversity in all its dealings with employees, workers, job applicants, clients, customers, suppliers, contractors, recruitment agencies and the public.

All employees and those who act on the Company's behalf are required to adhere to this policy when undertaking their duties or otherwise representing the Company.

#### **Your entitlements and responsibilities: Unlawful discrimination**

Unlawful discrimination of any kind in the working environment will not be tolerated and the Company will take all necessary action to prevent its occurrence.

Specifically, the Company aims to ensure that no employee or job applicant is subject to unlawful discrimination, either directly or indirectly, on the grounds of gender, race (including colour, nationality and ethnic origin), disability, sexual orientation, marital status, part-time status, age, religion or belief. This commitment applies to all aspects of employment, including:

- Recruitment and selection, including advertisements, job descriptions, interview and selection procedures
- Training
- Promotion and career-development opportunities
- Terms and conditions of employment, and access to employment-related benefits and facilities
- Grievance handling and the application of disciplinary procedures
- Selection for redundancy

Equal opportunities practice is developing constantly as social attitudes and legislation change. The Company will review all policies and implement necessary changes where these could improve equality of opportunity.

#### **Career development**

While positive measures may be taken to encourage under-represented groups to apply for employment opportunities, recruitment or promotion to all jobs will be based solely on merit.

All employees will have equal access to training and other career-development opportunities appropriate to their experience and abilities.

However, the Company will take appropriate positive action measures (as permitted by equal opportunities legislation) to provide specialist training and support for groups that are under-represented in the workforce and encourage them to take up training and career-development opportunities.

#### **Procedure: Complaints of discrimination**

The Company will treat seriously all complaints of discrimination made by employees, clients,

customers, suppliers, contractors or other third parties and will take action where appropriate.

If you believe that you have been discriminated against, you are encouraged to raise the matter as soon as possible with your manager or other senior employee using the Company's Grievance Procedure (outlined elsewhere in the Employee Handbook).

Allegations regarding potential breaches of this policy will be treated in confidence and investigated thoroughly. If you make an allegation of discrimination, the Company is committed to ensuring that you are protected from victimization, harassment or less favourable treatment. Any such incidents will be dealt with under the Company's Disciplinary Procedures.

#### **Investigating accusations of unlawful discrimination**

If you are accused of unlawful discrimination, the Company will investigate the matter fully. During the course of the investigation, you will be given the opportunity to respond to the allegation and provide an explanation of your actions.

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

If the investigation concludes that your actions amount to unlawful discrimination, you will be subject to disciplinary action, up to and including dismissal without notice for gross misconduct.

## **EQUAL PAY POLICY**

The company is committed to the principle of equal pay.

#### **Our commitment**

As part of our commitment to equal opportunities, the company believes that its male and female workers should receive equal pay for:

- The same or similar work
- Work rated as equivalent under a job evaluation study; or
- Work of equal value.

Equal pay means all forms of contractual remuneration (and non-cash contractual benefits).

The company seeks to operate a fair pay system based on objective criteria and free from gender bias by:

- Carrying out yearly audits of pay and benefits for existing workers and initial pay and benefits for new workers within the organisation
- Preparing an annual gender pay gap report to identify any differences in the average pay between male and female workers, and publishing that information on our website
- Evaluating job roles and pay grades to ensure that these are structured fairly; and
- Treating any grievance in relation to equal pay as a priority

#### **Equal pay audit**

Following each yearly equal pay audit, we will review the findings and feed back to staff.

#### **Complaints**

If you consider that you are not being paid equally to another worker of the opposite sex for the same

or similar work, for work rated as equivalent or for work of equal value, you should raise your concerns informally with your Line Manager. If the matter is not resolved you should set out your concerns in accordance with our grievance procedure.

Details of any complaints regarding equal pay will be retained confidentially for monitoring purposes.

## **COMPUTERS AND ELECTRONIC COMMUNICATIONS**

### **What this policy covers**

This policy sets out the Company's guidelines on access to and the use of the Company or client's computers and on electronic communications. It sets out the action which will be taken when breaches of the guidelines occur. Where a client provides computers or any other electronic communications equipment for use on their contract, these must be used in the same way as company systems as detailed in this policy or in the manner detailed in the client company's policy. In the event there are differences between the third party's and the Company's policy, the more stringent policy will apply.

You are only permitted to use the Company's computer systems in accordance with the following guidelines.

### **Your responsibilities**

The Company's computer systems and software and their contents belong to the Company and they are intended for business purposes. We prohibit excessive personal use of our system or devices. If you breach these rules you may be subject to disciplinary action.

You are not permitted to download or install anything from external sources unless you have express authorisation from your manager.

No device or equipment should be attached to the Company's systems without prior approval of your manager.

We have the right to monitor and access all aspects of our systems, including data which is stored on our computer systems, in compliance with the General Data Protection Regulations.

### **System security**

You must only log on to the Company's computer systems using your own password which must be kept secret. You should select a password that is not easily broken (e.g. not your surname).

You are not permitted to use another employee's password to log on to the computer system, whether or not you have that employee's permission. If you log on to the computer using another employee's password, you may be liable to disciplinary action up to and including summary dismissal for gross misconduct. If you disclose your password to another employee, you may also be liable to disciplinary action. Where you are sending or processing confidential information/documents on a shared log in, you must ensure these are either password protected themselves or deleted immediately after use.

To safeguard the Company's computer systems from viruses, you should take care when opening documents or communications from unknown origins. Attachments may be blocked if they are deemed to be potentially harmful to the Company's systems.

All information, documents, and data created, saved or maintained on the Company's computer

system remains at all times the property of the Company.

### **Use of email**

Where the Company's computer systems contain an email facility, you should use that email system for business purposes only.

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

Emails can be the subject of legal action (for example, claims of defamation, breach of confidentiality or breach of contract) against either or both the employee who sent them and the Company. As email messages may be disclosed to any person mentioned in them, you must always ensure that the content of the email is appropriate.

Abusive, obscene, discriminatory, harassing, derogatory or defamatory emails must never be sent to anyone. If you do so, you may be liable to disciplinary action up to and including dismissal without notice.

### **Emails and Email System monitoring during absences**

There may be times when you are absent from the office, such as annual leave, maternity leave, sickness etc. During these times management may look at your company emails to make sure that your work is kept up to date during your period of absence and nothing remains outstanding.

During such times the company reserves the right to view your company email account in order to complete business matters in your absence.

### **Internet access**

Internet access is intended to be used for websites and searches appropriate to your job. We prohibit excessive personal use of our system. If you breach these rules you may be subject to disciplinary action.

We have the right to monitor all internet use, in compliance with the General Data Protection. You are expressly forbidden from accessing web pages or files downloaded from the internet that could in any way be regarded as illegal, offensive, in bad taste or immoral. Failure to observe this rule may result in disciplinary action being taken against you up to and including summary dismissal.

### **Monitoring**

Monitoring of the Company's computer systems and electronic communications may take place in accordance with the Company's Monitoring Policy. Please refer to the Company's Monitoring Policy for further details.

### **Inappropriate use**

Misuse of the Company's computer systems may result in disciplinary action, up to and including summary dismissal.

### **Procedure: Misuse of computer systems**

Examples of misuse include, but are not limited to, the following:

- Accessing on-line chat rooms, blogs, social network sites
- Use of on-line auction sites
- Use of proxy servers

- Sending, receiving, downloading, displaying or disseminating material that discriminates against, degrades, insults, causes offence to or harasses others
- Accessing pornographic or other inappropriate or unlawful materials
- Engaging in on-line gambling
- Forwarding electronic chain letters or similar material
- Downloading or disseminating copyright materials
- Issuing false or defamatory statements about any person or organisation via the company's electronic systems
- Unauthorised sharing of confidential information about the company or any person or organisation connected to the company, and
- Downloading or running unauthorised games or software
- Unauthorised streaming of any media

Any evidence of misuse may result in disciplinary action up to and including dismissal without notice. If necessary, information gathered in connection with the investigation may be handed to the police.

### **Complaints of bullying and harassment**

If you feel that you have been harassed or bullied or are offended by material received from a colleague, you should inform your manager immediately.

## **SOCIAL NETWORKING SITES AND BLOGS**

### **What this policy covers**

This policy sets out the Company's position on employees' unauthorised use of social networking sites and blogs, whether conducted on Company media and in work time or your own private media in your own time.

### **Your responsibilities**

The Company does not object to you setting up personal accounts on social networking sites or blogs on the internet, in your own time and using your own computer systems. However, you must not do so on Company media or in work time.

You must not link your personal social networking accounts or blogs to the Company's website. Any such links require the Company's prior consent.

You must not disclose Company secrets, breach copyright, defame the Company or its clients, suppliers, customers or employees, or disclose personal data or information about any individual that could breach the General Data Protection Regulations on your blog or on your social networking site. Social networking site posts or blogs should not be insulting or abusive to employees, suppliers, Company contacts, clients or customers.

### **References to the Company**

If reference is made to your employment or to the Company, you should state to the reader that the views that you express are your views only and that they do not reflect the views of the Company.

You should include a notice such as the following:

'The views expressed on this website/blog are mine alone and do not reflect the views of my employer'  
 You should always be conscious of your duty as an employee to act in good faith and in the best interests of the Company under UK law. The Company will not tolerate criticisms posted in messages in the public domain or on blogs about the Company or any other person connected to the Company. You must not bring the Company into disrepute through the content of your website entries or your

blogs.

Any misuse of social networking sites or blogs as mentioned above may be regarded as a disciplinary offence and may result in dismissal without notice.

You should be aware that any information contained in social networking sites may be used in evidence, if relevant, to any disciplinary proceedings.

### **Third parties**

You must not disclose any information that is confidential or proprietary to the Company or to any third party that has disclosed information to the Company. Confidential information refers to any information which is not within the public domain, and which relates to the business or its stakeholders.

This policy should be read in conjunction with the Company policy on Computers and Electronic Communications (also detailed elsewhere in the Employee Handbook).

### **Procedure**

Breaches of this policy will be dealt with under the Company's Disciplinary Procedure. You should be aware that the Company regards breach of any part of this policy as gross misconduct that may result in disciplinary action up to and including dismissal without notice.

If you become aware of information relating to the Company posted on the internet, you should bring this to the attention of your manager.

## **CODE OF ETHICAL PRACTICE**

### **Introduction**

The company is committed to the maintenance and development of a culture where integrity and ethical standards are given the highest priority. Our ability to function effectively relies on the implicit trust of the public and clients, and their belief that we can carry out our duties in a fair and impartial manner.

The Statement of Ethical Principles and Code of Ethical Practice relate to every member of the Company.

The Statement of Ethical Practice and Code of Ethical Practice are not intended to cater for all eventualities. Instead, they are designed to provide guidance in respect of issues and decisions, which may arise in the course of our duties and everyday lives.

All staff must report any conduct considered to be unethical. Where there is suspected wrongdoing, confidentiality will be given the highest priority and will be maintained as far as possible and supported by management. The focus is, however, about preventing situations where employees may be compromised.

This statement and Code are intended to be living documents, which will continue to evolve. What may have been acceptable or unacceptable conduct many years ago may now no longer be so.

Equally conduct, which may be considered entirely appropriate or inappropriate today, may, in years to come, become less so.

It is in the context that we all have a duty to examine our own conduct and be willing to expose ourselves to scrutiny in all spheres of our employment and off duty time.

### **Employee Responsibilities**

All members of staff have a responsibility to conduct themselves with professionalism, integrity and dignity at all times, whether on or off duty. All staff should ensure that they conduct their personal affairs in a manner that does not leave them exposed to compromise or corruption.

No member of staff should benefit either directly or indirectly from their activities on behalf of the Company and should neither offer, seek nor accept any form of inducement regarding the conduct of business on behalf of the company.

### **Conduct Out of Hours**

It is acknowledged that all members of staff have a life to lead outside their working environment. As a guide to what is considered unacceptable outside working hours, it is important that personnel ask themselves whether the same conduct by others may be likely to warrant attention or public criticism. If it might, then such conduct, even though outside working hours, is likely to be unacceptable.

Members of staff must remember at all times that their conduct impacts on the perception and reputation of the company and they should act in a manner that presents a positive image of the Company. It is of paramount importance that members of staff demonstrate an awareness that conduct out with normal working hours has the potential to reflect positively or adversely on the Company.

Should your conduct outside work bring us into disrepute (or be of a nature which may bring us into disrepute), damage our commercial relationships or affect our standing and reputation with our clients and/or with the other bodies and agencies with whom we work, you may be subject to disciplinary action up to and including summary dismissal.

### **Associations**

Members of staff must exercise discretion at all times and display sound judgement with regard to friendships, associations and relationships. They are reminded that the perception of such associations is equally important. In addition, attendance at social events, membership of organisations and affiliation to particular groups should not compromise their position as an employee of the Company in any way. If anyone, is concerned that there is a potential for compromise or a conflict of interest through family relationships or other friendships or associations then they should declare their concerns to their line manager at the earliest opportunity. Declarations will be confidentially assessed and "guidance/direction" will be given as appropriate.

### **Use of Facilities/Equipment**

Employees have a responsibility to properly manage resources.

Company facilities and equipment are for official use only and any private utilisation of such is not permitted unless official permission has been sought and granted, and then only when it does not disrupt official work.

Any employee who has any doubt as to whether the use of Company facilities or equipment is acceptable or not should seek the advice of a Line Manager or Supervisor.

A realistic approach will be taken in relation to the occasional personal use of Company equipment for a necessary purpose and discussions with management will clarify and authenticate such use.

**Disclosure of Criminal Conviction/Road Traffic Conviction:**

Employees must declare all criminal convictions received either prior to or during employment with the Company. For the avoidance of doubt convictions include Fixed Penalty Fines (with the exception of non-endorsable parking offences), Fiscal Fines and Fiscal Warning Letters, warnings, cautions, community resolutions, absolute/conditional discharges and admonishments. It is of paramount importance that Senior Management is made aware of all such matters at the earliest opportunity in order that appropriate support can be provided and the necessary action taken.

In addition, any member of staff who becomes aware of being the subject of a criminal investigation by the police or any other law enforcement agency where the Company may not be aware of the investigation should report this matter at the earliest opportunity. Similarly where a member of staff becomes the subject of criminal proceedings in circumstances where the Company may not be aware must report this to management.

Depending on the nature of any charge/criminal investigation to which you are subject or of any conviction you have received, you may be subject to disciplinary action up to and including summary dismissal. Such charges or convictions may result in disciplinary proceedings being taken against you, up to and including dismissal, where, in our opinion, the charge or conviction:

- Affects your suitability for your role;
- Impairs our business reputation;
- Seriously undermines the trust and confidence that we have in you.

Failure to disclose criminal investigations and proceedings to which you are subject or any conviction/s you have received during the period of your employment with us could also result in disciplinary action being taken against you up to and including summary dismissal.

**Conduct During Working Hours**

Employees should at all times fulfil the duty imposed on them by serving their clients/public and protecting all persons and property against illegal acts without fear or favour. In the performance of this duty, personnel must respect and protect human dignity, respect individuals' human rights, use only appropriate force as is absolutely necessary and at all times act with the utmost fairness, integrity and impartiality.

**Arrested Persons/Detainees**

Members of staff must ensure that all persons detained by the employees of the company are treated in a humane manner and with the respect for the inherent dignity and wellbeing of the human person.

**Confidentiality – Media**

Employees are granted access to private and sensitive information with regard to members of the public and victims of crime. This information is only available to enable personnel to perform their duties.

If the company has a responsibility to provide information to and co-operate with the media, protocols and procedures are in place to control such contact and ensure that only appropriate disclosure is made.

Unauthorised disclosure of information whether deliberate or unintentional to the media or any third party, has the potential to compromise clients and contracts, to undermine Company policy and to cause particular harm and distress to the members of the public or colleagues to whom the information relates and to undermine public confidence. Such disclosure may amount to a breach of

trust/confidence and may constitute misconduct. Such disclosure can also be unlawful.

Unless specifically authorised to do so employees should not disclose or use any information other than in the course of their official duties.

### **Use of Discretion**

Employees are encouraged to use discretion. However, this must be applied fairly, honestly and with complete impartiality.

### **Discriminatory Behaviour – Harassment**

Employees must not discriminate against any person, either colleague or member of the public, for any reason.

Discriminatory behaviour or any form of harassment is at best highly inappropriate, may well be illegal and will be dealt with accordingly. Staff is reminded that the use of foul or offensive language whether to colleagues or members of the public is regarded as inappropriate at all times.

The company has procedures in place to enable the victims of discriminatory behaviour or victims of harassment to make confidential reports concerning such matters and thereafter progress can be made with regard to resolution it at all possible in keeping with the wishes of the complainer.

In addition, members of staff have a duty to deal with discriminatory behaviour or harassment witnessed by them in respect of colleagues or members of the public and they must either endeavour to stop such parties and/or report them to an appropriate manager or supervisor with the Company. To do nothing in such a situation is not an option.

### **Reporting Corruption or Serious Misconduct**

Integrity is the absolute cornerstone of modern day corporate behaviour and is dependent upon the personal conduct of every member of the Company and their willingness to take action against instances of corruption or serious misconduct.

The company has given an undertaking to ensure that effective reporting mechanisms are in place to facilitate any instances of confidential reporting. The Company is fully committed to tackling all aspects and allegations of corruption and misconduct.

Staff who have suspicions or genuine concerns that an act of corruption or misconduct has been or may be committed are expected and encouraged to report this to management. Such reports should be made as soon as is reasonably practical.

The company will support staff reporting under such circumstances. The Company is not prescriptive as to how such reports are made and there are a number of options in this regard.

### **Vetting**

The company must take care when placing employees in positions where the likelihood or potential for compromise is increased. In such instances there is a need to minimise the risk to both the organisation and its staff and this can be done through the introduction of a robust vetting policy.

In this regard, employees must make full and frank disclosure throughout any vetting procedure that they become involved in. The vetting that staff will undergo will depend upon their role within the organisation and the level of the vetting required relative to that particular position. Employees are reminded that during the vetting process, sensitive information may require to be disclosed by them, however, this will be treated with the utmost confidentiality.

## **Management Responsibilities**

The opportunities for malpractice and corruption are many and are increased when policies, procedures, supervision and management are weak. It is possible to simply identify policy and procedural weaknesses and introduce good preventative practice to minimise the risks. It is, however, more challenging to introduce some uniformity in supervisory management practice throughout the Company to address the above issues.

Managers and supervisors occupy a position of authority over staff and must strive to provide quality direction and guidance to their staff on issues of professional and ethical performance. In so doing, they should use common sense, be transparent about their decision making and be prepared to explain their actions. Open and ethical management engenders trust and respect and secures the full support of all the team.

The following bullet points are offered as a guide to the standards expected from managers and supervisors:

- Promote and demonstrate ethical conduct at all times
- Positively intervene to prevent corrupt and unethical conduct
- Develop an open and honest management style to allow for effective communication with all staff
- Show support for lawful and reasonable decisions made by staff
- Critically reflect on honest mistakes and errors of judgement to achieve the best learning outcome
- Develop a supportive working environment by demonstrating decisive leadership, personal example and sound judgement and direction
- Ensure all staff are aware of the Code of Ethical Practice and develop an environment where staff, seek advice/instruction.

## **Gifts or Hospitality**

It is the policy of the company that staff should not accept gifts or hospitality for personal benefit as a consequence of being so employed. Such offers should, in the main, be politely declined and line managers so advised. Where failure to accept a gift or hospitality would cause embarrassment or even offence to the individual or body making the offer, then such occurrences should be reported to a line manager without delay.

There will be occasions when during on duty activities, members of staff will be offered general hospitality as a matter of routine politeness, and without any underlying motive to corrupt or seek to influence. The acceptance of such hospitality is a matter for the discretion of the individual and judgement should be made based on the appropriateness or not of acceptance or refusal at that time. Where there is any doubt concerning appropriateness, compromise or perception then such hospitality should be refused.

It is imperative to the maintenance of the integrity of the company that members of staff do not place themselves under any financial or other obligation to individuals or organisations that might influence them in the performance of their duties or indeed could be perceived as doing so.

Any gifts or hospitality received and accepted by employees of the company which may be perceived as affecting their impartiality to discharge their duties should be declared and recorded. Such transparency can counter balance allegations of inappropriateness and evidence the facts and circumstances of acceptance, thus maintaining the integrity of such decisions.

## **Discounts**

From time to time "discount offers" are made to members of staff by businesses, without any thought being given to the questions of personal or corporate advantage. Such offers are often made to other organisations and reflect the benefit of conducting business with any large workforce. All members of staff are reminded of the perception that such offers can create and any acceptance should be made after considering the appropriateness and the ethical implications.

### **Use of Identity Cards**

All members of staff are reminded that the use of Identity Cards is for official identification purposes only and should not be misused.

### **Charitable Events**

Financial or other donations to the company in connection with recognised or approved charity events should be encouraged providing that appropriate records are maintained for audit purposes.

All personnel should ensure that these worthwhile causes receive the high level of support, which members of the Company have traditionally given, without this impacting on the credibility or integrity of the Company or any individual.

### **Declaration of Interests**

Employees must strive to maintain the highest levels of impartiality and integrity. There are many areas of potential conflicts of interest during daily activities and it is vital to remain alert and aware in respect of such possible compromise.

Conflicts of interests arise when personal circumstances, associations, affiliations or financial/business interests either affect impartiality or are perceived as such. Either way, such issues or perceptions may cast doubt on the integrity of individuals and their overall fairness and motivation when carrying out their duties.

Such conflicts perceived or otherwise should be avoided.

When personal circumstances associations, affiliations or financial/business interests are, or may be perceived as, a conflict of interest they would be declared and recorded at the earliest opportunity.

### **Substance Misuse**

The company is committed to providing a safe, healthy and productive working environment for all members of staff. In addition, we demand our personnel carry out their duties in an efficient and effective manner as far as possible without risks to themselves, their colleagues or members of the public.

In this regard, substance misuse (including alcohol, drugs etc.) may impact on the judgement and may threaten the health and safety of not only the individuals concerned but their colleagues and other members of the public.

A member of staff with any substance misuse problem should seek help before their work performance becomes adversely affected.

Members of staff have responsibilities to ensure that such misuse of substances does not adversely affect either themselves, colleagues or members of the public. Such misuse impacts on the safety of staff and members of the public and affects performance of duties, public confidence and the reputation of the Company, therefore to do nothing in such a situation is not an option.

## **Conclusion**

The company code of Ethical Practice is not a book of absolute rules. It is a common sense document that offers guidance regarding expectations in relation to ethical conduct and standards in respect of all members of staff. It should be regarded as an ethical framework from which support can be sought in relation to the many ethical challenges faced during the professional and personal exchanges. Such guidance can only benefit individuals and the Company as a whole.

This code of Ethical Practice is designed to provide practical guidance that will help employees to resolve many of the ethical dilemmas that they face both on and off duty.

## **GDPR PRIVACY NOTICE**

The Company is committed to protecting all personal data provided to us. We will only process personal data in ways which are compliant with The General Data Protection Regulation (GDPR). We will strive to ensure that data is handled lawfully, fairly and in a transparent manner.

This document provides detailed information on when and why we collect your personal information, how we use it, the conditions in which we may disclose it to others, and how we keep your data secure.

### **What type of information is collected**

The Company will collect personal data from you through the following channels:

- Recruitment, screening, and vetting forms
- Terms and conditions of employment
- Identity documents
- Payroll records
- Letters and emails

### **Examples of personal data collected include:**

- Name and address
- Date of birth
- Contact details
- National insurance number
- Bank account details
- Photograph
- Passport, driving licence, and birth certificate

### **How will we use the information**

The Company has appointed a Data Controller who has overall responsibility on how personal data is processed and for what purpose. The Data Controller is responsible for compliance with the GDPR and to ensure the rights of data subjects are protected. This is done by ensuring personal data is accurate and kept up to date, by storing and securely destroying data, protecting personal data from misuse, loss or unauthorised access, and by implementing appropriate technical measures to protect personal data. Specifically, the Data Controller will ensure compliance with the following data protection principles:

- Lawfulness, fairness and transparency;
- Purpose limitation;
- Data minimisation;

- Accuracy;
- Storage limitation
- Integrity and confidentiality.

### **Legal basis for processing personal data**

In order for the Company to process your information, we must comply with at least one of the following conditions:

- a) Consent is freely given, specific, informed and unambiguous indication of the data subjects wishes by which he or she signifies agreement to the processing of data relating to them;
- b) Processing is essential to fulfil our contractual obligations;
- c) Personal data is processed in order to comply with a common law or statutory obligation;
- d) To protect the vital interests of a data subject in the event of an emergency situation;
- e) When necessary in the public interest that is set out in law or in the exercise of official authority, for example the release of data to the police to assist in an investigation;
- f) Legitimate interests pursued by the Data Controller where data is used in ways where there is minimal privacy impact.

### **Legal basis for processing special category data**

Special category data is personal data which is more sensitive and therefore requires more protection. For example, this could be information about an individual's race, ethnic origin, politics, religion, trade union membership, genetics, health, sex life, or sexual orientation.

In addition to satisfying the 'legal basis for processing personal data' as detailed above, processing of special category data is prohibited unless one of the following conditions is met:

- a) Consent is freely given by the data subject to process this type of personal data for one or more specified purposes;
- b) Processing is essential for the purposes of carrying out the obligations and exercising specific rights of the controller under employment, social security, social protection law or a collective agreement;
- c) Processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;
- d) Processing is carried out in the course of legitimate activities with appropriate safeguards by a foundation, association or any other not-for-profit organisation;
- e) Processing relates to personal data which are manifestly made public by the data subject;
- f) Processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity;
- g) Processing is required for reasons of substantial public interest;
- h) Processing is needed for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services;
- i) Processing is necessary for reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices;
- j) Processing is necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes.

## **Sharing personal data**

The Company may share your personal data with other organisations. Only information which is necessary will be shared externally. Typical examples of where we are required to share such data include:

- HM Revenue and Customs
- Department for Work and Pensions
- Local authorities
- Police
- Security Industry Authority
- Pension providers
- Training providers and accrediting bodies
- Travel and accommodation booking
- Insurance providers
- Clients and customers
- Service partners

## **Security precautions in place to protect the loss, misuse or alteration of personal information**

When you provide us with your personal information, we take steps to ensure that it is treated securely. All personal data is only accessible through our own internal network and cannot be accessed externally, therefore data cannot be intercepted from our system.

Internal viewing and processing of data is on a need-to-know basis, and only certain departments have access to your information based on the reason and intended use for processing. Information will only be shared externally if there is a legal obligation to do so or if consent has been freely given by the data subject.

## **Individual rights**

1. The right to be informed about the collection and use of their personal data.
2. The right to access personal data held by the Company.
3. The right for individuals to have inaccurate personal data rectified, or completed if incomplete.
4. The right for individuals to have personal data erased. SL Apr 18 Ref: 1550
5. The right to request the restriction or suppression of their personal data.
6. The right to object to processing based on legitimate interests or the performance of a task in the public interest/exercise of official authority, and direct marketing.
7. The right to lodge a complaint with the Information Commissioners Office.

## **Transfer of data abroad**

The Company does not transfer personal data outside of the European Union.

## **Further processing**

If the Company wishes to process your personal data for a new purpose which is not detailed in this privacy notice, a new notice will be provided prior to commencement. Where necessary, we will seek consent prior to processing.