

**SUNTER LTD  
Unit 14 Lyons Industrial Estate  
Hetton-le-Hole  
Tyne & Wear  
DH5 0RH**

# **EMPLOYEE'S HANDBOOK**

**Version 8**



**September 2022**



# Employee's Handbook (Version 8 – August 2022)

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# **Employee's Handbook (Version 8 – August 2022)**

## **Introduction**

This Handbook contains information, rules, policies and procedures concerning your employment and should be read in conjunction with your Statement of Main Terms of Employment ('Statement') which should have been provided to you. Additional, new or revised rules, policies and procedures may be issued at any time separate to this Handbook and it is your responsibility to observe and adhere to these.

Unless contained within your contract of employment or stated otherwise, the content of this Handbook is non contractual in its nature and may be varied from time to time without reference to you.

If you have any queries or have not been provided with a Statement for any reason, you should have no hesitation in raising this matter.

The aim is to convey as much information as possible. Although every effort has been made to list all relevant information, the information contained within is not exhaustive and may be influenced by Ruling Statutory Legislation at such a time that is required.

The Company reserves the right to alter any information in line with current legislation and/or on the implementation of new Policies and/or Procedures.

New Policies and/or Procedures will be added to this booklet as soon as possible after compilation.

Any new Policies etc will be made known to Employees within one month.

Employees and readers are encouraged to read all Policies etc that are identified within this document to fully understand all information given.

Copies of all policies can be obtained from the Health & Safety Manager

The booklet is dated and signed below by the Managing Director of the Company and any amendments will only be added or taken away with the permission of either the Managing Director and/or The Board of Directors.

**Mr. Lee Sunter**

A handwritten signature in black ink, appearing to read 'L. Sunter', written over a faint horizontal line.

**Managing Director**

**September 2022**



### ***Equality, Inclusion and Diversity***

The Company is committed to the principle of equal opportunity in employment.

The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.

We value people as individuals with diverse opinions, cultures, lifestyles and circumstances. All job applicants, employees and workers (including agency workers) are covered by this policy and it applies to all areas of employment including recruitment, selection, training, career development, and promotion. These areas are monitored and policies and practices are amended if necessary to ensure that no unfair or unlawful discrimination, intentional, unintentional, direct or indirect, overt or latent exists.

Equality of opportunity, valuing diversity and compliance with the law is to the benefit of all individuals in our Company as it seeks to develop the skills and abilities of its people. While specific responsibility for eliminating discrimination and providing equality of opportunity lies with managers and supervisors, individuals at all levels have a responsibility to treat others with dignity and respect. The personal commitment of every employee to this policy and application of its principles are essential to eliminate discrimination and provide equality throughout the Company.

Management will ensure that recruitment, selection, training, development and promotion procedures result in no job applicant, employee, or worker receiving less favourable treatment because of a protected characteristic within the Equality Act 2010 which are race (including colour, nationality, ethnic or national origin and caste), religion or belief, disability, sex, sexual orientation, pregnancy or maternity, gender reassignment, marriage/civil partnership and age. In accordance with our overarching equal treatment ethos, we will also ensure that no-one is treated less favourably on account of their trade union membership or non-membership, or on the basis of being a part-time worker or fixed term employee. The Company's objective is to ensure that individuals are selected, promoted, and otherwise treated solely on the basis of their relevant aptitudes, skills and abilities.

We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

Management has the primary responsibility for successfully meeting these objectives by:

- not discriminating in the course of engagement against employees, workers or job applicants;
- not inducing or attempting to induce others to practise unlawful discrimination;
- bringing to the attention of our workforce that they may be subject to action under the disciplinary procedure, or other appropriate action, for unlawful discrimination of any kind.

You can contribute by:

- not discriminating against fellow employees, workers, customers, clients, suppliers or members of the public with whom you come into contact during the course of your duties;
- not inducing or attempting to induce others to practise unlawful discrimination;
- reporting any discriminatory action to a Director.



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The successful achievement of these objectives necessitates a contribution from everyone and you have an obligation to report any act of discrimination known to you.

If you consider that you are a victim of unlawful discrimination you may raise the issue through the grievance procedure.

### ***Positive Work Environment***

#### **STATEMENT OF THE POLICY**

The Company is committed to creating a harmonious and safe working environment, which is free from harassment and bullying and in which every employee is treated with respect and dignity. The Company strives to ensure that the different experiences, abilities and skills of each individual are valued by others. Inappropriate behaviour should be challenged. It is the Company's intention to encourage everyone to behave in a proper manner at all times.

Harassment or bullying causes stress, anxiety and unhappiness to individuals, creates an unpleasant environment in which to work and may be unlawful. This can reduce efficiency and may ultimately have an impact on the way in which services are delivered to our customers. For these reasons it is important that the Company, as an employer, and individual employees strive to achieve a working environment which is free from this type of behaviour.

You may be an individual or part of a group that receives the unwanted attention. The harassment, bullying or victimisation may be a one-off incident or it may be a series of incidents. Your dignity at work can be affected by inappropriate behaviour, which causes offence, whether it is intentional, or not.

The Company is committed to ensuring that individuals do not feel apprehensive because of their race, religion or belief, disability, sex, sexual orientation, pregnancy or maternity, gender reassignment, marriage/civil partnership and age or as a result of being subjected to any inappropriate behaviour.

All employees can expect to:

- be treated with dignity, respect and courtesy;
- be able to work, free from unfair treatment, bullying, harassment or victimisation;
- be valued for their skills, abilities and experiences.

All employees are expected to:

- familiarise themselves with the content of this policy;
- treat all employees with dignity, respect and courtesy;
- contribute towards a positive working culture;
- challenge or report unacceptable behaviour;
- be mindful of others when expressing views;
- cooperate with investigations into harassment and bullying.

Breaches of this policy will be considered unacceptable behaviour and will be treated as misconduct, which may include gross misconduct warranting dismissal. All employees must comply with this policy.

The Company is committed to dealing with any issues quickly, positively and confidentially when and if they occur.

It is important to remember that while you may make comments outside of work, for example on social networking sites, the Company may use such evidence in investigations on bullying and harassment matters.



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### **DEFINITION OF HARASSMENT**

Harassment is unwanted conduct, related to a relevant characteristic set out in the Equality Act 2010, that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them. The protected characteristics are race, religion or belief, disability, sex, sexual orientation, pregnancy or maternity, gender reassignment, marriage/civil partnership and age. Harassment may take many forms. It can range from extreme forms such as violence to less obvious actions such as persistently ignoring someone. The following, though not an exhaustive list, may constitute harassment:

- physical contact ranging from touching to serious assault;
- verbal and written harassment (including via email) through jokes, teasing or banter, offensive language, gossip and slander, or letters;
- sharing inappropriate images or videos;
- using racist slang, phrases or nicknames;
- isolation or non-cooperation, or exclusion from social activities;
- intrusion by pestering, spying, following etc.

Employees may also be subject to harassment from third parties such as clients, customers, suppliers, the general public etc. where interaction with those third parties is a part of their role

### **DEFINITION OF BULLYING**

Bullying is repeated inappropriate, offensive behaviour, which is often an abuse of power or position. It can be direct or indirect, either verbal, physical or otherwise, conducted by one or more persons against another or others in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work.

The following examples may constitute bullying:

- threats, abuse, teasing, gossip or practical jokes;
- humiliation and ridicule either in private, at meetings or in front of customers/clients;
- name calling, banter, insults, devaluing with reference to age or physical appearance;
- setting impossible deadlines;
- imposing excessive workloads;
- making unjustified criticisms;
- excessive monitoring;
- removing responsibilities;
- allocating menial or pointless tasks;
- withholding information;
- refusing requests for leave, holiday or training;

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

### **EMPLOYEES' RESPONSIBILITIES**

All employees have a responsibility to help create and maintain a working environment that respects the dignity of employees. You should be aware of the serious and genuine problems which harassment and bullying can cause, and ensure that your behaviour is beyond question and could not



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be considered in any way to be harassment or bullying. No one should practise or encourage such behaviour and should make it clear to all concerned that you find it unacceptable. You should also support colleagues if they are experiencing harassment or bullying and are considering making a complaint. You should alert a Manager or Supervisor to any incidents to enable the Company to deal with the matter.

### **MANAGERIAL RESPONSIBILITY**

Managers and supervisors have a responsibility to ensure that harassment or bullying does not occur in work areas for which they are responsible. They are committed to the elimination of bullying and harassment and must be vigilant in preventing acts wherever possible.

Managers and supervisors also have a particular duty to set a proper example by treating everyone with dignity and respect and ensure that their behaviour is beyond question.

Managers also have a responsibility to explain the Company's policy to their staff and take steps to promote it positively. They will be responsive and supportive to any member of staff who makes a complaint, provide full and clear advice on the procedure to be adopted, maintain confidentiality in all cases and ensure that there are no further problems or any victimisation after a complaint has been raised or resolved.

The Company will provide training to ensure that all managers, supervisors and other staff are fully aware of this policy and the procedures for dealing with harassment and bullying.

### **Procedure for dealing with alleged harassment or bullying**

Complaints can be made both formally and informally. Whichever route you decide to take, (and the decision will always be yours) you will be offered guidance and assistance at every stage to help you resolve the problem as soon as possible and to stop the harassment.

If you are comfortable doing so, in the first instance, ask the person responsible to stop the behaviour, explaining that you feel uncomfortable in the way they are acting towards you. Speaking directly to the person at an early stage will often be sufficient to stop the behaviour.

If you feel unable to do this, you may be able to ask your line Manager or a colleague to do this on your behalf.

If you decide to make a formal complaint you should do so through the grievance procedure as soon as possible after the incident has occurred. All complaints will be handled in a timely and confidential manner. You will be guaranteed a fair and impartial hearing and the matter will be investigated thoroughly. If the investigation reveals that your complaint is valid, prompt attention and action will be taken, designed to stop the behaviour immediately and prevent its recurrence. In such circumstances, if relocation proves necessary, every effort will be made to relocate the harasser or bully rather than you as the victim, however, the Company will endeavour to relocate you if this is your preference.

You will be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliating against an employee for complaining about harassment or bullying is a disciplinary offence.

Whilst this procedure is designed to assist genuine victims of harassment or bullying, you should be aware that if you raise complaints which are proven to be deliberately vexatious, you may become subject to proceedings under the disciplinary procedure.

### **Procedure for dealing with alleged harassment or bullying from a third party**

Any form of harassment towards you from third parties during your dealings with them will not be tolerated by the Company.

We appreciate that a decision to report harassment from a third party may be difficult, particularly if the third party is a valuable client/customer or has a long-standing business relationship with the Company. However, we encourage you to report any instance of harassment from a third party so that the Company can take appropriate action.



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You should follow the procedure set out above if you experience harassment from a third party, after which a meeting with you will be arranged and an investigation undertaken.

Our action, where a complaint is substantiated, will depend on the circumstances of the case and may include:

- speaking with the harasser and warning them that any future occurrence of harassment will result in the Company withdrawing provision of its services to the harasser;
- contacting the business for whom the harasser works and making a complaint against them. We will explicitly ask for this conduct to stop and we may require that the harasser is removed from our account.
- refusing to continue to provide our services to the harasser;
- reassigning the provision of the Company's services to harasser to another employee.

The Company is committed to the implementation of a safe working environment for all its employees. This includes keeping employees free from stress and stress related issues.

The Company is aware that stress is a major factor in the workplace. Sickness and ill health can have long lasting effects on the employee and the Company as a whole. With this in mind, the Company endeavours to eliminate the amount of stress, or at the very least, keep it to a minimum.

This aim will be implemented by:

- The use of a Structured Management System
- The Management of Health & Safety issues
- A No Blame Culture
- An Open-Door policy for employees to discuss any problem and/or potential problem without fear of victimisation
- Job Rotation where the qualifications of the employee permits
- Any other relevant process and/or procedure that may be required.

As a proactive measure, The Company has engaged with Croner and procured the access to a 24-hour helpline (Employee Assistance programme). This allows employees to access the confidential helpline.

**Croner**

A confidential support service for employees  
**About Your Employee Assistance Programme**  
 Sometimes it can be difficult to balance the pressures of work with the needs of home life. Your employer recognises help is sometimes needed to deal with the challenges you may face in life, both practical and emotional. Health Assured provides confidential support services which are available to you.

Please make that call, rather than allowing your concerns to grow - you can speak with the same counsellor more than once

**What can I use this service for?**

- Family Issues
- Medical Information
- Lifestyle Addictions
- Gambling
- Financial
- Relationships
- Domestic Abuse
- Insurance Claims
- Consumer Issues
- Debt
- Childcare
- Legal
- Work
- Stress
- Housing

**Telephone Counselling**  
 Your call will always be answered by a qualified and experienced counsellor who will offer help and support in a professional, friendly and non-judgmental manner. A range of additional support is available as part of your EAP, including structured telephone counselling and online Cognitive Behavioural Therapy (CBT). Further support maybe available subject to the terms of your EAP.

Online Health Portal @ [www.healthassuredgap.com](http://www.healthassuredgap.com)

- ✓ Emotional support
- ✓ Health checks
- ✓ Personal coaching
- ✓ Fitness advice
- ✓ SMI assessment

**FREE 24 HOUR 0800 032 7097**  
[www.healthassuredgap.com](http://www.healthassuredgap.com)

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**EMPLOYEE ASSISTANCE PROGRAMME**

Family Issues  
 Debt  
 Work  
 Lifestyle Addictions  
 Relationships  
 Legal

**FREE 24 HOUR**  
 personal support service  
**0800 032 7097**

[www.healthassuredgap.com](http://www.healthassuredgap.com)

## Working Hours

Your normal hours of work are detailed in your Statement; it is your responsibility to ensure that you attend punctually for work and follow all timekeeping and absence procedures. In order to help us to maintain optimum service levels, you may be required to work additional hours from time to time. Further details are contained in your Statement.

If you are unable to attend work for any reason or are going to be late you are required to telephone the Company as soon as reasonably practicable, stating why you are absent or late and when you expect to attend work.

If you have a need to leave work prior to your normal finishing time or to have time away during the normal working period, you must not leave without first obtaining permission. In such circumstances, you must report to the Site Manager upon returning to work.

Persistent lateness, unacceptable levels of absence and/or unauthorised absence may result in a disciplinary warning or dismissal, depending on the circumstances.

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.



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### **Timesheets/Job Sheets**

Where you are required to complete a timesheet/job sheet this must be completed accurately with all the relevant information, including your hours and measures data.

If you falsify your timesheet/job sheet you may be liable to summary dismissal.

Timesheets/job sheets should be returned to the office on a weekly basis.

If you fail to return your timesheet/job sheet on time payment may be delayed.

### ***Pay and Review***

The methods of pay and payment intervals are set out in your Statement. An itemised pay statement will be issued to you at each pay period. If at any time you have any queries you should raise them with management.

Any change in your pay will be notified to you; the Company cannot guarantee that there will be an annual pay increase.

On termination of employment, your final payment may be made in a different form to that stated in your Statement.

### ***Personal Details***

At the commencement of your employment you will have provided us with various personal details. You must notify the Company immediately of any change, e.g. name, address, telephone number, email address, next of kin, bank details etc.

It is in your interest to notify us of any such changes. The Company will not be responsible for any issues arising out of your failure to notify changes in your personal details.

### ***Holidays***

Your annual holiday entitlement is stipulated within your individual Statement of Main Terms of Employment

The holiday year runs from 1<sup>st</sup> January to 31<sup>st</sup> December.

The Company will respond as soon as possible to your request for holiday. No responsibility will be accepted for monies lost as a consequence of your failure to follow this procedure.

Requests for holidays should be submitted at least 4 weeks prior to the start of the required holiday period.

4 days of your entitlement should be taken after 1<sup>st</sup> March. 2 weeks to be taken between 1<sup>st</sup> May and 30<sup>th</sup> September and 7 days to be taken during the Christmas shutdown.

Where too many employees require the same holiday period, which if granted would impair the efficiency of the business, holidays will be granted on the basis of first request, first granted.

You must reserve sufficient annual holiday entitlement to cover the non-bank/public days over the Christmas/New Year period, the dates of which will be notified to you in advance each year.

Unused holiday entitlement cannot be carried forward into the next holiday year.

Should you fall sick prior to or during pre-booked annual holidays there is no entitlement to take those holidays on another occasion unless the sickness notification procedure has been followed and a Statement of Fitness for Work or a medical certificate is provided.

You accrue holiday entitlement during maternity/adoption/paternity/shared parental/parental leave periods.

Upon termination of your employment, payment will normally be made for all unused accrued holiday entitlement.

If you have taken more annual holiday entitlement than you have accrued during the holiday year, the balance will be deducted from any outstanding pay.



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Payment for holidays in these circumstances will be made on a pro-rata basis to your normal working days and your service in the current holiday year.

Where termination of your employment is due to gross misconduct or where the full contractual notice period is not served and worked, unused holiday pay will not be paid, apart from any payment required to meet the statutory minimum holiday obligations.

During your notice period, the Company reserves the right to decide on the dates on which some or all of your outstanding holiday entitlement may be taken.

The content of these clauses does not affect your statutory holiday entitlement under the Working Time Regulations 1998 (as amended).

### ***Sickness***

#### **NOTIFICATION PROCEDURE**

You are required to telephone a Director as soon as possible but no later 7.30am on the first day of sickness absence, stating why you are absent, and when you expect to return.

If your absence continues, you must contact him/her regularly to update on your continuing absence.

You must provide the appropriate documents as referred to below at the relevant times, and complete any absence recording documentation as required on your return to work.

- It is essential that if the sickness absence will be for a prolonged period, that constant communication between the employee and Company is maintained. This can be achieved by periodic (weekly) telephone calls to the Company by the employees to give updates on the employee's condition and approximate return to work date. If possible, if an employee is aware of the date of return to work, that contact is made with the Company to inform of the return date.
- The Company will require official notification of your absence. For the first 7 days a SC2 Self Certification Note (self-certified fit note) will be required. After the first 7 days, a signed 'Statement of Fitness for Work Note' from a medical practitioner will be required. It is the responsibility of the employee to ensure that consecutive sick notes are handed in at Head Office. Please note that the Company will not contact a Doctor for sick notes on an employee's behalf.
- Upon the return to work, employees **MUST** complete and hand in a Return to Work Form. This form will be kept in the employees personnel file for future reference. This form will be treated as confidential. A return to work interview may take place if required to determine any underlying issues that could have caused the absence period.
- Each employee's attendance will be monitored, if it is found that a trend of absence or the level of absenteeism is unacceptable, the employee will be asked to attend a meeting to explain the situation. (employee's may be accompanied by another employee or a Trade Union Official in this meeting).
- Disciplinary action may be undertaken for levels of absence or trends in absence. These levels will be determined by the Company.

#### **Notification of Infectious Diseases**

You must notify the Company if you are suffering from or have symptoms of a notifiable infectious disease, e.g. mumps, measles, or food poisoning, or where you have been in close contact with someone with such an illness. Where you have been off work with this type of illness, you must contact the Company and your doctor prior to returning to work to ensure that it is safe to do so.

You should forward the relevant documents and any correspondence to management as soon as possible. Failure to do so may result in sick pay being delayed or withheld, and action under the disciplinary procedure being taken.



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Where your GP/Medical advisor has issued a Statement of Fitness for Work indicating you may be fit for some work, you must notify Lee Sunter and/or Kevin Stubbs at the earliest opportunity so that a return to work may be considered.

The Company reserves the right to require you to undertake a medical examination by a medical practitioner and/or specialist of the Company's choice, and/or to seek a report from your Doctor.

Where the Company wishes to seek a report from your Doctor, you have rights under legislation. A summary of these rights is included later in this Handbook (under 'Access to Medical Reports').

### **ACTIVITY DURING SICKNESS ABSENCE**

If you have been absent due to sickness and are found not to have been genuinely ill, you may be subject to action under the disciplinary procedure, which could include dismissal. In addition, we will take a serious view if you are found to be undertaking any activity during sickness absence which we reasonably believe is inconsistent with being incapable of work at that time despite the presence of an illness, injury or medical condition. Disciplinary action will be taken in this instance.

### **STATUTORY SICK PAY**

Statutory Sick Pay (SSP) will be paid when you are absent from work due to sickness, provided that you have complied with the requirements and conditions attached to its payment.

#### **When SSP is payable**

SSP cannot be paid for the first 3 days of sickness. Therefore payment usually starts on the 4<sup>th</sup> day of absence and continues for as long as you are absent, up to a maximum of 28 weeks in any one period of sickness.

SSP is paid in exactly the same way as normal earnings.

#### **When SSP is not payable**

SSP is not payable in certain circumstances, the principal ones being:

- if your average weekly earnings are less than the figure set by the Government for the payment of National Insurance Contributions
- for absence of less than 4 days
- if you have failed to follow the sickness Notification Procedure
- if your employment has terminated
- where Statutory Maternity/Adoption/Paternity/Shared Parental Pay is being paid to you
- for days on which you do not normally work (e.g. if you work Monday to Friday and not at weekends, SSP will normally apply to those 5 days only)

The rules on SSP are very complex and you should not hesitate to raise any query you may have with the Company.

#### **Important**

If you have been absent due to sickness and are found not to have been genuinely ill, you may be subject to action under the disciplinary procedure, which could include dismissal.

### **RETURN TO WORK INTERVIEWS**

Having regard to its duty of care to its employees the Company may complete a return to work interview after any sickness absence. This will ensure that you are fit for work and whether you anticipate any further absence relating to your illness. This will also give you an opportunity to discuss any concerns you may have regarding your illness with a suitable Manager.



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### **APPOINTMENTS**

You are normally expected to ensure that appointments to visit the doctor, dentist, hospital, etc. are made in your own time and outside normal working hours. In the event that this is not reasonably practicable, time off work will be permitted to attend such appointments, providing that the appointment is substantiated with an appointment card (if requested), and the timing of the appointment causes as little disruption as possible, i.e. at the beginning or end of the working day. In such circumstances you will be required to make up the time missed whilst attending the appointment or the time will be unpaid.

### ***Access to Medical Reports***

In certain circumstances it may be necessary for the Company to obtain a Medical Report from your Doctor/Specialist/Occupational Health in order to establish:

- the reason for and likely duration of absence
- when you will be able to return to work, and whether the problem will recur
- what, if any, treatment is being prescribed
- whether you can carry out all the duties of the job, and
- what, if any, reasonable adjustments are recommended

This will enable the Company to plan workloads. It is in the interests of both yourself and the Company to establish, with the benefit of expert medical opinion, your ability to work.

You have certain rights under the Access to Medical Reports Act 1988.

Your Doctor/Specialist/Occupational Health cannot submit the report to the Company without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Company.

If you indicate that you wish to see the report in advance, the Company will inform you when the Doctor/Specialist/Occupational Health has been written to, and the Doctor/Specialist/Occupational Health will also be notified that you wish to see the report. You then have 21 days to contact the Doctor/Specialist/Occupational Health regarding arrangements to see the report.

Should you indicate that you do not wish to see the report before the Company, you still have the right to write to the Doctor/Specialist/Occupational Health if the report has not been provided to the Company, and you have 21 days to contact the Doctor/Specialist/Occupational Health regarding arrangements to see the report. You have the right to ask the Doctor/Specialist/Occupational Health for a copy of the report for up to 6 months after it has been supplied. (There may be a charge for this.)

You may ask the Doctor/Specialist/Occupational Health to amend any part of the report which you consider to be incorrect or misleading. If the Doctor/Specialist/Occupational Health is not in agreement, you may attach a statement of your views with the report. If the Doctor/Specialist/Occupational Health thinks that you or others would be harmed by the report, or any part of the report, it can be withheld from you.

No decision will be made that could affect your employment without careful consideration of all the circumstances.

Where the Company wishes to obtain a medical report, you will be asked for your written consent. Should you withhold such consent the Company will take a decision regarding your continuing employment without the benefit of medical opinion.



### ***Pregnancy and Maternity Rights***

You have certain statutory rights if you are pregnant. These are addressed below.

The rules on pregnancy and maternity are very complex and any query should be raised with the Company.

#### **ANTE-NATAL CARE**

You are entitled to reasonable time off work with pay to attend ante-natal appointments made on the advice of a registered medical practitioner, registered midwife or registered health worker. If requested, you must provide a certificate of pregnancy and an appointment card.

#### **MATERNITY RISK ASSESSMENT**

The Management of Health and Safety at Work Regulations 1999 (MHSWR) require employers to carry out suitable and sufficient risk assessments when considering the health and safety of all employees at work, and then to take steps to ensure that those risks are avoided.

However, there are more specific regulations that need to be taken into account for new or expectant mothers. The purpose of an initial assessment is to identify:

- the presence of any females of potential child-bearing age (these females will usually be employees but may also be visitors, contractors (e.g. cleaners) or volunteers)
- which work activities and/or areas of the workplace may pose a risk of harm to female employees and therefore warrant a full risk assessment

These activities, and any actions taken, should be recorded.

Employers are only required to take action specifically to protect a pregnant worker when they have been advised in writing of the employee's condition (i.e. that she is pregnant, has given birth in the last six months, or is breastfeeding).

#### **HOLIDAYS**

Holiday entitlement will be accrued throughout your maternity leave at your normal rate. If you return to work after maternity leave, your holiday entitlement will continue to accrue as normal.

Annual leave can be taken either before maternity leave starts, at the end of your maternity leave, or within the annual leave year once you have returned to work (wherever possible).

You must have prior approval and authorisation for when these holidays can be taken.

#### **STATUTORY MATERNITY PAY (SMP)**

If you stop work and meet all of the following conditions you are entitled to receive SMP. You must therefore:

- Have been continuously employed for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth (EWC)
- Have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions
- Still be pregnant at the 11th week before the EWC or have given birth by that time
- Give at least 28 days' notice in writing of the date that you intend to stop work
- Provide medical evidence of the EWC

For the first six weeks SMP is payable at the earnings-related rate (equivalent to 90% of earnings), and for the remaining 33 weeks at the statutory rate as set by the Government, (or 90% of average weekly earnings if this is less than the standard rate).

#### **MATERNITY LEAVE**

If you stop work no earlier than the 11<sup>th</sup> week before the EWC, and you meet the following conditions, you are entitled to 52 weeks' maternity leave. To comply, you must notify the Company in writing as soon as possible or by the 15<sup>th</sup> week before the EWC, unless that is not reasonably practicable, of the following:

- that you are pregnant (preferably by submitting a MAT B1 form)
- the EWC



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- the date on which you intend your ordinary maternity leave to start, and
- if requested, provide medical evidence of the EWC

The Company will confirm to you in writing the date upon which your 52 week maternity leave period will end.

You are legally prohibited from working during the two weeks immediately after the birth, or for four weeks if you are a factory worker. This is known as the 'compulsory maternity leave period' and is considered part of the maternity leave period.

If you give birth before your intended maternity leave start date, your maternity leave will start automatically on the day after the birth of the child.

During the 52 week maternity leave period all contractual benefits except for your pay will be maintained as if you were not absent.

If you wish to return to work before the end of the 52 week period of maternity leave you must give at least 8 weeks' notice of your intended date of return.

If you decide to return to work early, and this is at the end of the first 26 week period known as 'ordinary maternity leave', you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks' known as 'additional maternity leave', you may be able to return to your original job (or another job which is suitable and appropriate).

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

### ***Right to Time off to Accompany a Pregnant Woman***

If you have a qualifying relationship with an expectant mother or her expected child, you may be entitled to unpaid time off to accompany her to an antenatal appointment on up to 2 occasions.

For further details please refer to management.

Time off to accompany a pregnant woman to an antenatal appointment is unpaid.

### ***Paternity Leave/Pay***

If you are eligible you may be entitled to choose to take either one week or two consecutive weeks' ordinary paternity leave (not odd days) if you:

- have been continuously employed for at least 26 weeks by the 15th week before the Expected Week of Childbirth (EWC) or by the week in which an approved adoption agency matches you with a child
- have given notice of your intention to take the leave in or before the 15th week before the EWC specifying the EWC, length of period you have chosen to take and the date you have chosen the leave to begin, and
- take the leave within 56 days after the birth (or the date on which the child is placed for adoption) or if the child is born early, within a period from the actual date of birth up to 56 days after the first day of the expected week of birth

You will be paid for this leave at the current statutory rate.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

### ***Adoption Leave/Pay***

#### **APPOINTMENTS**

If you have been notified by an approved adoption agency that a child is being or is expected to be placed with you for adoption, you may take paid time off work to attend up to 5 adoption appointments, arranged/requested by the agency ahead of the placement of the child.



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If you are jointly adopting a child, the primary/main adopter (i.e. the employee electing to take adoption leave) may take paid time off work to attend up to 5 appointments and the secondary adopter may take unpaid time off work to attend up to 2 appointments.

The purpose of the appointment must be to have contact with the child or for any other purpose connected to the adoption.

The maximum time off work permitted per appointment is 6.5 hours.

If requested you must provide a declaration confirming the appointment is in connection with the adoption and has been arranged/requested by the adoption agency, as well as an appointment card.

### **ADOPTION LEAVE**

If you are adopting a child and you meet certain qualifying conditions you have the right to take 52 weeks' adoption leave.

Employees may be eligible for adoption leave if they:

- have been notified by an approved adoption agency that they have been matched with a child and have confirmed the placement with the agency, or
- are or expect to be the parent of a child under a parental order, or
- are local authority parents who are prospective adopters

You must notify the Company of your intention to take adoption leave within 7 days of being notified that you have been matched with a child for adoption.

Your notification should include the date on which the child is expected to be placed with you for adoption and when you wish your adoption leave to start.

You may be asked to provide documentary evidence of the match from the adoption agency.

You may commence your adoption leave from the date of the placement of the child or at any time within 14 days prior to the placement.

You can change the start date by giving 28 days' notice prior to the original commencement date.

Adoption leave cannot start after the date on which the child is placed with you for adoption.

The qualifying conditions are slightly different if you are adopting a child from abroad. If you are considering adopting a child from abroad please seek further information from the Directors.

During the 52 week adoption leave period all contractual benefits except for your pay will be maintained as if you were not absent.

If you wish to return to work before the end of the 52 week period of adoption leave you must give at least 8 weeks' notice of your intended date of return.

If you decide to return to work early and this is at the end of the first 26 week period known as "ordinary adoption leave" you are entitled to return to the job you were in before your absence.

If you return to work either during or at the end of the second period of 26 weeks known as 'additional adoption leave', you may be able to return to your original job (or another job which is suitable and appropriate).

### **STATUTORY ADOPTION PAY**

Statutory Adoption Pay (SAP) is payable for up to 39 weeks if you meet the qualifying criteria.

For the first six weeks SAP is payable at the earnings related rate (equivalent to 90% of earnings) and for the remaining 33 weeks at the statutory rate as set by the Government, (or 90% of average weekly earnings if this is less than the standard rate).

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.



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### ***Shared Parental Leave/Pay***

You and your spouse/partner/child's other parent may be eligible to share up to 50 weeks' shared parental leave (SPL) provided you both meet certain eligibility criteria.

SPL allows working parents to take up to 50 weeks leave between them in order to care for their child. They may take leave at the same or different times, once the mother/primary adopter has notified his/her employer of his/her intention to end his/her maternity/adoption leave period.

Leave can be taken in a continuous block or over a number of discontinuous periods.

You may also be eligible to receive shared parental pay for the remainder of the maternity/adoption pay period to a maximum of 37 weeks provided you meet the qualifying criteria.

The rules on shared parental leave are very complex. If you are considering requesting shared parental leave you should discuss this with the Directors in order for the rules on eligibility, notification and your entitlements to be discussed in more detail.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

### ***Keeping in Touch Days***

During maternity leave, adoption leave and shared parental leave, the Company may offer you the opportunity of taking 'Keeping in Touch Days'; up to 10 days for maternity and adoption leave and up to 20 days for shared parental leave (referred to as 'shared parental leave in touch' or SPLIT days).

These are days when you may work for the Company without bringing your maternity leave, adoption leave or shared parental leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace.

Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Company.

For further details please refer to management.

### ***Parental Leave/Pay***

If you are the parent/adoptive parent of a child or have or expect to have parental responsibility for a child, provided you have 1 year's continuous service with the Company, you are entitled to take up to 18 weeks unpaid ordinary parental leave for the purpose of caring for a child, up to the child's 18th birthday.

Leave must be taken in a minimum of 1 week blocks (except for where a child is disabled, then leave may be taken as single days or multiples of 1 day) and is limited to a maximum of 4 weeks in any year for each child.

At least 21 days' notice must be provided and leave may be postponed apart from leave taken immediately after the birth or adoption, depending on the needs of the Company.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

### ***Time Off for Dependants***

You are entitled to reasonable time off, without pay, for urgent or unexpected incidents of real need involving a dependant, who is a member of your immediate family, or someone who reasonably relies on you for help when they are ill or injured, or for making arrangements for them to be cared for in the event of illness or injury.



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The entitlement to time off in such circumstances is limited to what is reasonable for you to deal with the immediate problem and to organise any longer term arrangements.

If you are unable to attend work due to unforeseen family circumstances such as the death of a dependant, breakdown of childcare arrangements, or illness of a dependant, you may be entitled to reasonable time off work.

### ***Parental Bereavement Leave Policy***

#### **INTRODUCTION**

The purpose of this policy is to set out the Company's stance on employee entitlements to Parental Bereavement Leave which are effective from 6<sup>th</sup> April 2020. The Company acknowledges that the death of a child, or a stillbirth, can be one of the most harrowing experiences of someone's life. This policy explains the rights to time off, pay during time off and other support offered.

#### **ELIGIBILITY**

Parental Bereavement Leave is available from day one of employment. It is available to employees on the death of a child under the age of 18. You may take Parental Bereavement Leave if you fall into any one of the following categories:

- a 'natural' parent;
- an adoptive parent, and those with whom a child has been placed under the 'foster to adopt' scheme, provided the placement is ongoing;
- a 'natural' parent where the child has been adopted but a Court Order exists to allow the 'natural' parent to have contact with the child;
- an employee who is living with a child who has entered Great Britain from overseas in relation to whom has received official notification that they are eligible to adopt;
- an intended parent under a surrogacy arrangement where it was expected that a parental order would be made;
- a 'parent in fact', which is someone in whose home the child has been living for a period of at least four weeks before the death and has had day to day responsibility for the child, subject to exceptions. This category includes guardians and foster parents but does not include paid carers;
- the partner of anyone who falls into the above categories, where they live in an enduring family relationship with the child and their parent.

In addition, parents who suffer a stillbirth after 24 weeks of pregnancy are entitled to take parental bereavement leave.

#### **TAKING LEAVE**

A total of two weeks may be taken as Parental Bereavement Leave and you may choose to take leave as:

- a single block of one week;
- a single block of two weeks;
- two separate blocks of one week.

Leave may start on any day of the week and must be taken in whole weeks. It may be taken at any time in the 56 week period following the death.



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If you have suffered a stillbirth after 24 weeks of pregnancy, you are still entitled to take your full entitlement to Maternity and Paternity Leave, provided you were eligible to take Maternity or Paternity Leave in the first place, in addition to Parental Bereavement Leave. Parental Bereavement Leave cannot be taken at the same time as Maternity or Paternity Leave.

Where more than one child dies or is stillborn, you are entitled to two weeks of Parental Bereavement Leave in relation to each child.

### **NOTIFICATION REQUIREMENTS**

#### **LEAVE TO BE TAKEN WITHIN THE FIRST 56 DAYS OF THE DEATH**

You do not need to give any advance notice of taking Parental Bereavement Leave. The Company asks that you contact your manager by telephone the time you were due to start work on the day you wish leave to begin, or if this is not possible, as soon as is reasonably practicable, giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

#### **LEAVE TO BE TAKEN LATER THAN THE FIRST 56 DAYS SINCE THE DEATH**

You need to give one week's advance notice of taking Parental Bereavement Leave to your manager by telephone giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

### **CANCELLING OR CHANGES DATES OF LEAVE**

You can cancel a period of leave that you have already told us about, as long as the period of leave has not already started. If you wish to cancel a period of leave which was to begin within the first 56 days of the death, you can cancel it by letting us know by your normal start time on the day that leave was originally due to start.

To cancel leave which was to begin later than 56 days after the death, you should let us know no later than one week prior to the intended start date.

You can also change the start date of leave by following the notice requirements above.

### **PAYMENT DURING LEAVE**

You will qualify for Statutory Parental Bereavement Pay during leave if you meet the following criteria:

- you have been continuously employed with us for at least 26 weeks by the week prior to the week in which the child dies;
- your normal average weekly earnings are not less than the lower earnings limit relevant for national insurance purposes;
- you are still employed by us on the date the child dies.

Payment will be made at the rate set by the Government each year or 90% of your average weekly earnings (whichever is lower).

In order to receive Statutory Parental Bereavement Pay, you must provide us with notice of this and the following information within 28 days, or as soon as is reasonably practicable, of the first day of parental bereavement leave:

- the child's name;
- the date of the death or stillbirth;
- a declaration that you fall into the one of the categories listed under 'Eligibility' above.



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### **TERM AND CONDITIONS DURING LEAVE**

During Parental Bereavement Leave, you remain entitled to receive your normal contractual terms and conditions of employment that you would have received had you not taken this leave, with the exception of remuneration. This will include contractual benefits, subject to the terms of these benefits.

### **RIGHT TO RETURN**

Upon your return to work, you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence unless:

- the period of leave you have taken is more than 26 weeks when added to any other period of statutory leave including Maternity, Paternity, Adoption Leave etc. in relation to the same child; and,
- it is not reasonably practicable for you to return to the same job.

On your first day back to work, your manager will set time aside to hold an informal meeting with you to discuss any arrangements regarding your return to work and any additional support we may be able to offer you.

### ***Flexible Working***

Providing you are an employee and have a minimum of 26 weeks' continuous service at the time of application you are entitled to request a flexible working arrangement.

A request could, for example, relate to the total number of hours worked, the times at which you work, or the place of work.

All requests for flexible working will be seriously considered but there is no automatic right to be granted a request.

You should request an application form from the Site Manager.

Your application must be made in writing specifying that it is a statutory request. The request must be signed and dated and you should state whether you have made any previous request and, if so, when.

You are limited to one statutory request in any 12 month period. You should provide details of the flexible working arrangement you are proposing, when you would like the change to take effect, and how you think any impact on the Company, your job and/or work colleagues may be dealt with.

Your request should be sent to the Directors.

You will be contacted to discuss your request as soon as is reasonably practicable. If there is likely to be an undue delay, you will be notified of this in writing.

If you are unable to make the initial date for discussion, a further date and time will be arranged. If you fail to engage in discussion on both occasions without good reason, the Company will consider your application as withdrawn.

You should be aware that if your request is accepted this will normally mean a permanent change to your terms and conditions of employment and there is no automatic right to revert to your original working arrangements at a later date.

Alternatively, if the Company is unsure about the impact of your request and/or whether this may be sustainable, a temporary or trial period may be agreed.

The Company's decision in relation to your request will be confirmed in writing.

A request will only be refused for one of the following business reasons:

- burden of additional costs
- inability to reorganise work among existing staff



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- inability to recruit additional staff
- detrimental impact on quality
- detrimental impact on performance
- detrimental effect on ability to meet customer demand
- insufficient work for the periods you are proposing to work
- planned structural change to the business

If your request is refused, you may appeal against the decision; your appeal must be made in writing.

You are entitled to be accompanied by a work colleague at any discussion, meeting or appeal hearing in relation to your request.

Please note that the consideration period for dealing with flexible working requests, including any appeal, can take up to 3 months.

Where necessary, this timeframe may be extended, by mutual agreement.

Requests will be considered in the order in which they are received.

Each case will be considered on its own merits taking into consideration the business case, possible impact, and the current business context.

### ***Other Absence***

#### **BEREAVEMENT LEAVE**

In the event of the death or funeral of a relative, civil partner or close friend, you may be granted appropriate time off work and payment at the discretion of the Company after careful and sympathetic consideration has been given to the circumstances surrounding the bereavement. In addition to this qualifying parents are entitled to statutory parental bereavement leave in accordance with the statutory rules in place at the time,

#### **JURY SERVICE**

You are entitled to time off work to fulfil your obligations with regard to jury service. In the event of you being summoned to attend for jury service, you must notify management immediately on receipt of the jury summons, giving details of the dates you are required to attend court.

You may be requested to apply to the court for your jury service to be either postponed or delayed if it is considered that your absence will cause substantial injury to the business. A failure or refusal to make such an application when requested may lead to action being taken under the disciplinary procedure, which may include dismissal.

If you are retained on jury service for a prolonged period you have an obligation to notify the Company and must keep in regular contact throughout this time. You must return to normal working immediately following your release from jury duties.

You are reminded to ensure that an expenses claim is submitted to the court in accordance with the available allowances for travelling, subsistence, and your financial loss.

You must give the Company a Certificate of Loss of Earnings which we will complete and return to you.

You are not entitled to payment for this time off as you can claim allowances from the court.

#### **PUBLIC DUTIES**

You are entitled to reasonable time off during working hours to perform the duties associated with the positions listed below. There is no statutory entitlement to payment for this time off. The public positions which qualify are:

- magistrate
- member of a local authority
- school governor
- member of a statutory tribunal
- members of a police authority



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- member of the managing or governing body of an educational establishment
- member of a health authority
- member of the General Teaching Councils for England and Wales
- members of the Environment Agency
- member of the prison independent monitoring boards
- trade union member (for trade union duties)
- member of the Service Authority for the National Criminal Intelligence Service, or the Service Authority for the National Crime Squad

### **RESERVE FORCES DUTIES**

If you are a reservist or become a reservist you must tell the Company.

You must let us know as soon as possible if you are called up (mobilised).

The Company may ask you to delay or cancel this if your absence would seriously harm the business.

You must write to the Company as soon as you know when you can return to work. This must be no later than the third Monday after your last day of service.

You are entitled to return to the same type of job you were doing before you were mobilised, on the same terms and conditions.

If the job no longer exists, you are entitled to a reasonable alternative.

If you have up to 13 weeks' service before mobilisation you have the right to be employed for at least 13 weeks after your return.

If you have at least 13 weeks' but less than 52 weeks' service before mobilisation you have the right to be employed for at least 26 weeks after your return.

If you have at least 52 weeks' service before mobilisation you have the right to be employed for at least 52 weeks after your return.

The Company will not pay you for this time off as you can claim financial support from the Ministry of Defence during this time.

## ***Standards***

### **DRESS CODE**

During the course of your employment you may come into contact with customers/clients and/or visitors to the premises. It is important that you present a professional image having regard to appearance and standards of dress. It is a requirement of the Company that you wear clothes and footwear that are appropriate for the work that you perform and which present a neat, clean and professional appearance.

The requirements of particular faiths to wear specific types of clothing or to dress modestly will be respected so long as the item of clothing does not pose a hazard to the health and safety of employees, does not contravene any reasonable and legitimate requirements of the Company, and does not have a negative impact on any other person.

If you have been issued with a uniform, overalls or any attire by the Company this must be worn at all times, as appropriate.

If you have any queries regarding the dress code, you should seek advice from your Line Manager.

### **WASTAGE**

We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:



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- a) handle machines, equipment and stock with care;
- b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
- c) ask for other work if your job has come to a standstill; and,
- d) start with the minimum of delay after arriving for work and after breaks.

The following provision is an express written term of your contract of employment:

- a) any damage to vehicles, stock or property belonging to the Company or to that of customers/clients, other employees or the general public that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and,
- b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.

In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

### ***Anti-Bribery***

The Company is committed to the prevention of bribery by those employed and associated with it and is committed to carrying out business fairly, honestly and openly, with zero-tolerance towards bribery.

The Company expressly prohibits employees from offering, promising, giving, or requesting, agreeing to receive or receiving any financial or other advantage to another person or business with the intention of gaining an improper financial or other advantage.

All employees have a responsibility to prevent, detect and report all instances of bribery.

If you are offered any gift or hospitality you should not accept it without approval from us.

In your employment with the Company you should never offer a gift or hospitality to a customer, supplier or other person with the intention of gaining a business advantage.

Any business gifts or invitations to hospitality events that are issued must always be agreed in advance.

Acts of bribery and/or corruption will always be taken seriously and has severe consequences for you and the Company.

You have a duty to disclose any concerns about bribery (or any other unlawful activity) whether in relation to other staff members, contractors or yourself.

You should report your concerns in confidence, to the Company as soon as practicable.

If you are found to have accepted or given any bribe, this may result in disciplinary action up to and including dismissal.

This may also lead to criminal investigation and potential prison sentence and fine for those found guilty of bribery in addition to potential fines for the Company.

### ***Tax Evasion***

#### **INTRODUCTION**

Integrity and transparency are of utmost importance to us and so we conduct our business to the highest legal and ethical standards.

We are aware of the laws in place relating to tax evasion, including the Criminal Finances Act 2017, and take our responsibilities seriously.

We understand that failure to prevent the facilitation of tax evasion undertaken by representatives of the Company renders the Company liable to criminal sanctions including an unlimited fine.



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This policy applies to our entire direct workforce and also those who work on behalf of us or provide services to our business including employees, directors, workers including agency workers, volunteers, contractors, consultants and any other party with whom the Company does business.

### **WHAT IS TAX EVASION?**

Tax evasion is the practice of using illegal methods to avoid paying tax. It involves deliberate and dishonest conduct and is not the same as tax avoidance. It frequently involves contrived, artificial transactions that serve no purpose other than to reduce tax liability.

Indicators of tax evasion are (non-exhaustive list):

- request for payment by cash;
- overly-complex payment mechanisms;
- transactions involving overly complex supply chains;
- transactions involving private banking facilities;
- incomplete or non-standard invoices or other records relating to the payment of tax;
- making false statements in relation to the payment of tax or failure to register with relevant bodies tasked with ensuring tax compliance;
- failure to register for VAT;
- any individual or supplier asking to be paid gross when they should be paid net

### **OUR STANCE ON THE FACILITATION ON TAX EVASION**

Tax evasion and facilitating the evasion of tax are criminal offences. Both acts will damage our reputation and the confidence of our customers, suppliers and business partners.

We will not be party to tax evasion or the facilitation of tax evasion of any form. We take a zero-tolerance approach to the facilitation tax evasion. We are committed to:

- rejecting the facilitation of tax evasion; and
- not recommending the services of others who do not have reasonable prevention procedures in place

### **YOUR RESPONSIBILITIES**

It is strictly prohibited for any employee or person working on our behalf or in connection with us to take part in any activity, directly or indirectly, relating to tax evasion or its facilitation.

You must not:

- undertake any action which facilitates tax evasion
- aid or abet any action of tax evasion

You are required to report any behaviour which reasonably leads you to believe that tax evasion or the facilitation of tax evasion is occurring in any way which is connected to the Company.

If we have reason to believe that you have breached any obligation placed upon you by this policy, action will be taken which is appropriate to our relationship with you.

This includes the instigation of a disciplinary procedure, or the termination of our business arrangement with you.

### **REPORTING CONCERNS**

You must notify your manager at the earliest stage if you suspect that tax evasion or the facilitation of tax evasion may be occurring.

The failure to report a suspicion, of itself, may constitute an offence of facilitation of tax evasion and therefore we strongly encourage the reporting of concerns.

Any concerns should be reported to (insert name). An investigation will then be carried out and you may need to give an account of your suspicions including names, dates and any other pertinent information.



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You may also report a concern via the Company's Whistleblowing policy which is available in the Employee Handbook, or upon request.

### **DETRIMENT**

No individual who reports a concern relating of tax evasion under this policy, or the Whistleblowing policy, will be subject to detriment because of their actions.

Additionally, no individual will be subject to detriment because they have refused to take part in any behaviour which is prohibited by this policy.

### **TRAINING AND REVIEW**

The Company will ensure that it gives all relevant training for staff in relation to financial crime detection and prevention, it will ensure it monitors and enforces compliance with the prevention procedures and regularly review the effectiveness of prevention procedures.

The Company reserves the right to make amendments to this policy at any time without notice.

## ***Right of Search***

The Company wants to safeguard you and our property and equipment.

To achieve this, the Company may carry out searches on its premises, including Company vehicles, if it has reasonable grounds for suspecting that you or another individual may have committed a criminal offence, or any serious breach of contract/Company rules.

The Company, with consent, shall:

- search any employee (outer clothes only)
- search employee property
- search the contents of parcels entering or leaving the premises
- any vehicle used by an employee in the course of their employment
- search lockers
- search workstations including desk drawers

Searches will always be conducted by a person of the same sex in the presence of a third person of the same sex, and you will be encouraged to ensure that another independent witness is present if so required.

You can refuse to give consent. However, an unreasonable refusal to consent when requested may be viewed as misconduct and may lead to disciplinary action (up to and including dismissal) being taken against you.

If you refuse to be searched you will be required to remain in the presence of a Senior Manager whilst awaiting the Police.

The Company reserves the right to search your work space without prior notice to you where it has reasonable grounds to suspect you have committed a criminal offence or a breach of contract or any of its rules.

Any employee found with property that does not belong to them, and for which he or she cannot satisfactorily account, may be subject to the disciplinary action (up to and including dismissal).

## ***Expenses***

The Company will reimburse you for approved expenses wholly and necessarily incurred in the course of your work.

It is not the purpose of the payment for expenses to provide you with an incentive or reward for non-standard duties.

The amount of any payment for expenses will be the additional costs incurred as a result of you undertaking a work assignment.



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Expenses will be paid in accordance with the regulations and interpretation of HM Revenue & Customs or suspended, if necessary, at its instruction.

Any special ad hoc arrangements made to suit particular circumstances will not be considered to set any form of precedent.

You are expected to use the most cost effective transport, methods, and routes when travelling to carry out your duties.

You will be entitled to claim the following providing they are reasonable, and the appropriate documentation has been completed, and supporting receipts (including VAT receipts) submitted:

- **accommodation** - cost of room and all necessary meals and reasonable drinks
- **meals - as necessary and to a reasonable standard whilst on authorised business**

### **WARNING**

Payment of your expense claims will be delayed or withheld if not properly substantiated. Fraudulent claims may result in your dismissal.

## **Data Protection**

The Company is fully committed to compliance with the requirements of the General Data Protection Regulation (GDPR) and all other data protection legislation currently in force.

The Regulation applies to anyone processing personal data and sets out principles which should be followed and gives rights to those whose data is being processed.

To this end, the Company endorses fully and adheres to the Data Protection Principles listed below. When processing data we will ensure that it is:

- processed lawfully, fairly and in a transparent way ('lawfulness, fairness and transparency')
- processed no further than the legitimate purposes for which that data was collected ('purpose limitation')
- limited to what is necessary in relation to the purpose ('data minimisation')
- accurate and kept up to date ('accuracy')
- kept in a form which permits identification of the data subject for no longer than is necessary ('storage limitation')
- processed in a manner that ensures security of that personal data ('integrity and confidentiality')
- processed by a controller who can demonstrate compliance with the principles ('accountability')

These rights must be observed at all times when processing or using personal information. Therefore, through appropriate management and strict application of criteria and controls, the Company will:

- observe fully the conditions regarding having a lawful basis to process personal information
- meet its legal obligations to specify the purposes for which information is used
- collect and process appropriate information only to the extent that it is necessary to fulfil operational needs or to comply with any legal requirements
- ensure the information held is accurate and up to date
- ensure that the information is held for no longer than is necessary
- ensure that the rights of people about whom information is held can be fully exercised under the GDPR (i.e. the right to be informed that processing is being undertaken, to access personal information on request; to prevent processing in certain circumstances, and to correct, rectify, block or erase information that is regarded as wrong information)
- take appropriate technical and organisational security measures to safeguard personal information
- ensure that personal information is not transferred outside the EU, to other countries or international organisations without an adequate level of protection.



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### **EMPLOYEES PERSONAL INFORMATION**

Throughout employment and for as long as is necessary after the termination of employment, the Company will need to process data about you. The kind of data that the Company will process includes:

- any references obtained during recruitment
- details of terms of employment
- payroll details
- tax and national insurance information
- details of job duties
- details of health and sickness absence records
- details of holiday records
- information about performance
- details of any disciplinary and grievance investigations and proceedings
- training records
- contact names and addresses
- correspondence with the Company and other information that you have given the Company

The Company believes that those records used are consistent with the employment relationship between the Company and yourself and with the data protection principles.

The data the Company holds will be for management and administrative use only but the Company may, from time to time, need to disclose some data it holds about you to relevant third parties (e.g. where legally obliged to do so by HM Revenue & Customs, where requested to do so by yourself for the purpose of giving a reference or in relation to maintenance support and/or the hosting of data in relation to the provision of insurance).

In some cases the Company may hold sensitive data, which is defined by the legislation as special categories of personal data, about you. For example, this could be information about health, racial or ethnic origin, criminal convictions, trade union membership, or religious beliefs.

This information may be processed not only to meet the Company's legal responsibilities but, for example, for purposes of personnel management and administration, suitability for employment, and to comply with equal opportunity legislation.

Since this information is considered sensitive, the processing of which may cause concern or distress, you will be asked to give express consent for this information to be processed, unless the Company has a specific legal requirement to process such data.

### **ACCESS TO DATA**

You may, within a period of one month of a written request, inspect and/or have a copy, subject to the requirements of the legislation, of information in your own personnel file and/or other specified personal data and, if necessary, require corrections should such records be faulty.

If you wish to do so you must make a written request to the Site Manager. The Company is entitled to change the above provisions at any time at its discretion.

### **DATA SECURITY**

You are responsible for ensuring that any personal data that you hold and/or process as part of your job role is stored securely.

You must ensure that personal information is not disclosed either orally or in writing, or via web pages, or by any other means, accidentally or otherwise, to any unauthorised third party.

You should note that unauthorised disclosure may result in action under the disciplinary procedure, which may include dismissal for gross misconduct. Personal information should be kept in a locked filing cabinet, drawer, or safe. Electronic data should be coded, encrypted, or password protected both on a local hard drive and on a network drive that is regularly backed up. If a copy is kept on removable storage media, that media must itself be kept in a locked filing cabinet, drawer, or safe.



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When travelling with a device containing personal data, you must ensure both the device and data is password protected. The device should be kept secure and where possible it should be locked away out of sight i.e. in the boot of a car. You should avoid travelling with hard copies of personal data where there is secure electronic storage available. When it is essential to travel with hard copies of personal data this should be kept securely in a bag and where possible locked away out of sight i.e. in the boot of a car.

### ***Computer and Electronic Devices***

The Company has a number of computer workstations. These workstations are to be used for various reasons that are to do with Company business.

There are rules that must be adhered to when using Company computers:

- No unauthorised software is to be installed without prior permission from Senior Management
- Company software must only be used for Company use.
- Upon Management request, employees are required to hand in all Company information/data held in computer usable format.
- The Company reserves the right to inspect any employee's computer at any time. Any inspection will be carried out in the presence of the employee and an independent witness.
- The display of sexually explicit or otherwise images or documents on any Company system is a very serious breach of Company rules, and may be dealt with in accordance with the disciplinary procedure (gross misconduct)
- If you find yourself accidentally connected to a site that contains sexually explicit or offensive material, disconnect from the site immediately and report the incident to management.
- Use of Company internet access facilities which result in the misuse of Company assets or resources, sexual harassment, unauthorised public speaking or the misappropriation or theft of intellectual property is also strictly forbidden.
- Company E-mail is not a personal E-mail facility and staff are not generally permitted to use their Company E-mail address except for legitimate business purposes or for limited personal use with the permission of Senior management.
- If an E-mail is received with an attached file, this file must not be opened or executed without first using virus screening software.
- Company confidential messages should be distributed to Company personnel only. Forwarding on of any Company related messages etc to any person outside of the Company without Senior Management authorisation may result in disciplinary action.

Examples of misuse include:

- Transmitting obscene, profane and/or offensive material
- Accessing sexual materials
- Transmitting or displaying messages, jokes or forms which breach the Company's harassment policy or create an intimidating or hostile work environment
- Using Company communications systems to set up personal businesses or send chain letters

The Company reserves the right to access and monitor use of all Company owned digital devices, including monitoring internet, telephone and e-mail use. The Company also monitors access to its networks via private devices.

You must take the appropriate steps to guard against unauthorised access to, alteration, accidental loss, disclosure or destruction of data.

Under no circumstances should you divulge your password to anyone else nor should you gain access or attempt to gain access to information stored electronically which is beyond the scope of your authorised access level.

You are responsible for any activity which occurs within your accounts.



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Reasonable personal use of computer and telephone systems is permitted provided it does not impact on your performance.

Storage of personal files/images/software/Apps on the Company network or devices is not permitted.

You must not use the Company internet connections or devices to access content that

The use of any device to photograph or film fellow employees, customers, clients, visitors, or any member of the public without their consent may breach an individual's right to privacy and could in certain circumstances constitute harassment.

This policy should be read in conjunction with all other Company policies and rules, including the Equal Opportunities and Positive Work Environment policies.

As with other written communication Email is a legally binding method of communication, other forms of communication via the internet may also be legally binding. All forms of communication whether verbal or written represent the Company and should therefore meet the standard and style expected of all communications.

Downloading free software or Apps is permitted where there is a valid business reason and the software or App is considered to be from a reputable source.

You must not make 'pirate' copies of Company owned software for use by other persons either inside or outside the Company. This not only breaks Company rules, it is an illegal practice.

Company devices may contain tracking facilities. The Company may use these as follows:

- for the prevention and detection of theft of devices
- to protect the health and safety of our employees
- as a method of checking the accuracy of Company records, such as timesheets

You must not tamper with any tracking facility or device. Tampering with tracking may lead to action under the disciplinary procedure up to and including summary dismissal.

### **PERSONAL MOBILES**

#### **Company Owned Mobile Phones**

- The Company as part of its undertaking has issued a number of employees with Company Mobile Phones.
- These Mobile Phones are for Official Company use only and not for normal private use without permission of the Directors.
- Anyone using Company Mobiles for normal private use will be liable for the full costs incurred.

#### **Private Mobile Phones**

- Anyone caught using mobile phones excessively during working hours, will be asked to end the call/text or other use.
- We are aware that you cannot control incoming calls; if you are contacted during working hours please end the call as soon as possible.
- Site Managers will be monitoring the use of all mobile phones on site.
- Repeated use of privately-owned mobile phones will be classed as misconduct and acted upon with the normal disciplinary procedures.

You are not permitted in any circumstance to use your phone for the taking, recording, or sharing of images.

You must not use mobile phones whilst undertaking any task where safety is a consideration and the use of the phone might interfere with the level of concentration required to undertake the task safely.

You are required to provide a personal contact number which the Company can contact you on during working hours. It is your responsibility to ensure that your mobile phone is kept charged and switched



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on while you are working in order for the Company to contact you when necessary, in line with business needs.

Failure to comply with any aspect of this procedure may result in a disciplinary warning or dismissal, depending on the circumstances.

### ***Social Media Policy***

The Company recognises that some employees will have personal social media accounts. Such accounts must only be used to express personal views, and care should be exercised in all cases where you are identifiable as someone employed by the Company.

In any event, you must identify yourself as an employee of the Company when referencing our products or services.

The Company requires employees using social media sites to refrain from making any comments or engage in discussions which could adversely affect the Company or the Company's reputation, or that of our customers and suppliers.

It is also prohibited to breach discrimination legislation or harass or bully an employee or damage working relationships between fellow employees.

You must not share any confidential or sensitive Company information on social networks.

You are personally responsible for all content posted on your accounts. All passwords must remain secure, and you must never leave accounts open whilst you are away from your device or computer.

You are reminded that regardless of the social network used, or privacy settings activated, everything posted on the internet has the potential to become public and widespread. All social media posts should therefore be carefully considered to ensure they fit with the image you and the Company want to share online.

Any information posted on the internet may result in disciplinary action up to and including dismissal if it breaches this policy or any other expected levels of conduct. This includes posts on a personal account with inappropriate privacy settings, posts made outside of working hours, and those posts made not using the Company computers or equipment. You may also be required to remove content created or shared by you if the Company consider such posts to be a breach of this policy.

All Company rules and policies apply in respect of social media posts. This policy therefore should be read in conjunction with all other policies, in particular your attention is drawn to the Equal Opportunities and Positive Work Environment policies.

### ***Driving***

#### **INFORMATION FOR VEHICLE DRIVERS**

The following general rules apply if you drive on Company business.

This section should be read in conjunction with the Expenses policy.

A vehicle is only available if you hold a current and valid driving licence.

You will need to produce your driving licence each year, or as otherwise requested, so that a copy can be kept on file. You are also required to comply with the Company's driving licence check process as and when requested, to enable the Company to check the details of your driver record held by the DVLA. You must inform the Company immediately if you are no longer entitled to drive for any reason.

The consumption of alcohol or illegal drugs prior to or during the course of driving is strictly prohibited and infringement of this rule may result in your summary dismissal.



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You must ensure that the vehicle is kept in good condition. This includes keeping it clean and ensuring that the tyre pressure, lights, oil, water etc. are up to the required standard. You must not drive the vehicle in an unroadworthy condition. Any defects must be reported immediately to management. The vehicle must not be driven without the fault being rectified or prior approval given for its use.

Where any journey requires you to travel through any congestion or charge zone, you must ensure that the applicable charge has been paid prior to you travelling. You will be responsible for the payment of any charges not settled prior to travelling through a congestion or charge zone. If these sums remain unpaid the appropriate deductions may be made from your pay.

You and any passengers must wear seatbelts at all times when the vehicle is in motion.

If you incur any fines for parking or other motoring offences whilst on Company business you will be personally liable for the payment of such fines.

You will receive a fuel card to cover the cost of business mileage, this vehicle is not permitted for personal use.

You must plan journeys sufficiently to ensure safe arrival. This means that enough time must be allocated for the journey, allowing for delays and rest-breaks on long journeys. You must ensure that you are fit to drive and that you are not tired before setting off on long journeys.

You must pay full attention to your driving at all times and avoid distractions, which can be caused by technology e.g. phones, satellite navigation devices, or audio equipment, eating or drinking, or others in the car. You should familiarise yourself with the rules regarding mobile phones within this handbook.

You are reminded that the vehicle provided to you is a costly item. In order to safeguard it and to ensure it is used correctly, you must adhere to the following at all times.

As all vehicles are insured through the Company and any conviction for driving offences, driving endorsements or any fines incurred must be reported immediately. You are personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle.

If you are considered to be acting carelessly or recklessly in your use of the vehicle, you may be subject to action under the disciplinary procedure (and this may involve the withdrawal of the vehicle where appropriate). If you are prosecuted or convicted of a driving offence which results in a period of disqualification, and the holding of a licence, is an essential requirement of the job this may result in your dismissal.

You must immediately report any and every accident or incident in which a vehicle in your charge becomes involved, regardless of fault and whether or not persons or property are affected.

The appropriate documentation must be carried at all times (e.g. insurance details), and you must ensure that all security devices are activated when the vehicle is left unattended.

Where you are responsible for any damage or loss to the vehicle, the Company reserves the right to insist on you rectifying the damage at your own expense or paying the excess part of any claim on the insurers. You will be responsible for any fines incurred. If these sums remain unpaid the appropriate deductions will be made from your pay in such circumstances.

When you are travelling in any Company vehicle you must not smoke (this includes the use of electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS)), or allow others to smoke under any circumstances. The only exception will be if you are using your own vehicle on Company business and you will be the only occupant.

If a telephone is installed in your vehicle, it may only be used in accordance with the law, and for business purposes or an emergency, unless prior authorisation to do so has been given.



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You must not have modifications made, or extras fitted to the vehicle, without prior permission from the Company. Where the reversal of the modification or the removal of the extra would result in the value of the vehicle being less than had they not been made or fitted, then the modification and/or extra will become the property of the Company.

Under certain conditions, other persons outside of the Company may be allowed the use of your vehicle. If you require further details you should contact management. Aside from other conditions which may apply, you will be responsible for payment of any fines or damage incurred by the third party.

Upon termination of employment you must return the vehicle to the Company's premises in a clean and tidy state. If it is not returned in a satisfactory condition a charge may be made for recovery and/or valeting costs, which will be deducted from any outstanding salary.

### **USE OF MOBILE PHONES WHILST DRIVING**

You must ensure that you have proper control of any vehicle that you are driving at all times.

It is an offence to use hand-held mobile phones whilst driving. You will be liable for prosecution if you are holding a mobile phone or any other type of hand-held device to send or receive any sort of data, be it voice, text or pictorial image. You are regarded to be driving if you are in charge of a vehicle with its engine running on a public road, even if the vehicle is stationary. It is therefore strictly forbidden for you to use hand-held mobile phones whilst driving.

A mobile phone may only be used where there is an in-coming call or an out-going voice activated call through a hands-free device that is activated without a need to hold the phone at any time. The call should be kept to the shortest possible time and only to effect essential communications. When you need to operate the mobile phone, or make or deal with a call through the hands-free device for longer than receiving or giving a short communication, before doing so you must stop and park the vehicle where it is safe and lawful to do so and with the engine switched off. Whilst driving, you must not use the text message facility on the mobile phone, or if available through such a phone, an image facility or the internet.

You are personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle. Any conviction for driving offences, any driving endorsements or any fines incurred must be reported immediately as this may affect the Company's insurance.

You are liable for payment of any fines or penalties incurred as a result of being caught misusing a mobile phone.

You should note carefully that a breach of the Company's rules on the use of a mobile phone whilst driving may render you liable to action under the disciplinary procedure, up to and including dismissal dependent upon the circumstances.

## ***Vehicles & Vehicle Tracking System***

The Company has in place a **Vehicle Inspection Sheet (Fair Wear & Tear / Insurance Excess Information)** that must be completed by all drivers of vehicles. This is to identify any damage evident upon receipt of a vehicle. It is your responsibility to complete these forms.

The form identifies current vehicle condition and gives the new driver the means of identifying any damage so that responsibility can be absolved from them.

The form also passes information on recharge options for the company regarding Company Vehicles.

- **Fair, Wear & Tear:** Any damage that occurs when normal use to a vehicle is acceptable. Any damage caused as a result of a specific event or series of events such as impact, inappropriate storing/transportation of items, harsh treatment, neglect acts or omissions will be classed as rechargeable and any costs incurred to repair the damage will be the responsibility of the driver.



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- **Insurance Excess Recharge:** Sunter Limited has a current vehicle excess on insurance claims. (An enhanced excess is applicable to some drivers. If you have not been made aware of the increased excess, you are on a standard excess). If any damage, accident and/or incident is deemed by the insurance company to be the blame of the driver. The cost of the insurance excess will be charged to Sunter Limited. The company reserves the right to reclaim any insurance excesses from any employee(s) responsible for the non-reclaim of the insurance excess.

The Company's vehicles have been installed with a Vehicle Tracking System. The Vehicle Tracking System will enable the Company to know where its vehicles are at any time and to monitor their performance, enabling the more efficient use of the Company's transport fleet. The advantages of introducing the Vehicle Tracking System are:

- in the event of the vehicle being stolen, it will enable the Company to retrieve the vehicle quickly minimising the loss of the vehicle and its contents: it is expected that fitting a Vehicle Tracking System will lead to reduced insurance costs
- it will also assist the Company with other insurance claims by providing information concerning the speed of the vehicle before and at the time of an accident
- the Company can ensure that we observe Health & Safety requirements as far as breaks and rest periods are concerned, when employees are on the road
- the System will allow the Company to check the information recorded on time sheets as against when a vehicle arrives on site and how long it is there
- the System will improve customer service as it will allow the Company to provide more accurate information to customers, regarding arrival times
- by monitoring the vehicles performance we can ensure we get the best from them and also assist our employees with their driving skills, if necessary

You must not tamper with the Vehicle Tracking Device. Any one doing so may be liable to summary dismissal.

### ***Grievance Procedure***

Where you have a grievance relating to any aspect of your employment you should have no hesitation in raising the matter informally. Your Statement details with whom the grievance should be raised. If you wish to make a formal grievance it must be set out in writing.

It is the Company's intention to consider all grievances as soon as possible, and a meeting will be held usually within 5 days of you raising the grievance. The meeting will enable you to give full details of your grievance.

You are entitled to be accompanied by a fellow employee or accredited trade union official at the grievance meeting.

If your grievance is about the person detailed in your Statement you should raise it with a more senior member of management, or, if not possible, another member of management at the same level.

After the meeting the Manager will inform you of his or her decision in writing in response to the grievance. You have the right to appeal against this decision.

If you wish to appeal, you must inform the Company in writing within 5 working days. You will then be invited to attend another meeting, after which you will be informed of the final decision in writing.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Company.



### ***Public Interest Disclosure (Whistleblowing)***

The Company recognises that effective and honest communication is essential if concerns about breaches or failures are to be effectively dealt with and the Company's success ensured.

This policy is designed to provide guidance to all those who work with or within the Company, including casual and temporary staff, who may from time to time feel that they need to raise certain issues relating to the Company with someone in confidence.

Any person who in the public interest raises genuine concerns under this policy will not under any circumstances be subjected to any form of detriment or disadvantage as a result of having raised their concerns. The victimisation or harassment of an individual making a protected disclosure is a disciplinary offence.

This policy applies where you reasonably believe that one of the following sets of circumstances is occurring, has occurred, or may occur within the Company and that your disclosure is in the public interest:

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

It is not necessary that you prove the breach or failure that you are alleging has occurred or is likely to occur, you may simply raise a reasonable suspicion. However, you should note that you will not be protected from the consequences of making such a disclosure if, by doing so, you commit a criminal offence.

#### **PROCEDURE**

If you believe that any of the above practices are happening in the Company the following procedure should be followed:

First raise the issues with the Site Manager, who will treat the matter in confidence.

If it is not appropriate to raise the issues with the Site Manager, you should raise the issue with a more senior member of management or, if not possible, another member of management at the same level.

It is likely that an investigation will be necessary and you may be required to attend an investigatory meeting as a witness.

At the investigation meeting you will need to explain fully the nature and extent of what you believe is the problem. You may bring a colleague to help you explain the situation more clearly if you wish.

Depending on the nature of your complaint, it may not be possible to find an immediate solution, but your concerns will be investigated as quickly as is reasonably possible, and, where possible, providing such disclosure does not breach confidentiality, you will be advised of the outcome of the investigation in due course. As a minimum you will be advised when any investigation has been completed and that appropriate action has been taken, although you may not be informed of the specific details of the action that has been taken.



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Where it is necessary for your disclosure and the investigative meeting minutes to be supplied to an employee as part of the evidence supporting disciplinary action, appropriate steps will be taken to ensure that your working environment and/or working relationships are not prejudiced by the fact of the disclosure.

If you are dissatisfied with the outcome of this procedure you may raise the matter with a Director. If you remain dissatisfied with the outcome you have the right to express your concerns to the relevant Prescribed Person designated by the Public Interest Disclosure (Prescribed Persons) Order 2014, or any statute or statutory instrument which subsequently supersedes this legislation.

If you reasonably believe that the relevant failure as listed in any of the above practices relates wholly or mainly to the conduct of a person other than someone in the Company, or any other matter for which a person other than the Company has legal responsibility, then you should make that disclosure to that other person.

Also, you may make such a disclosure to Public Concern at Work, the leading authority on public interest whistleblowing if you consider that it has an interest in the matter and, despite the best efforts of the Company, you believe that disclosure within the Company is inappropriate or as noted previously has been unsuccessful. Disclosures made to legal advisors in the course of obtaining legal advice will be protected.

If any disclosure concerns information which you do not substantially believe is true or is made in bad faith (for instance in order to cause disruption within the Company), or indeed if the disclosure is made for personal gain, then you may become subject to action under the disciplinary procedure, which could include dismissal.

While the Company hopes that such disclosures will never be necessary, it also recognises that it may find itself in circumstances which are new to it. Each case will be treated on its own facts.

### ***Health and Safety***

The Company is committed to ensuring your health, safety and welfare whilst at work. If you become aware of any potential hazard or unsafe working conditions, you should have no hesitation raising them with the Company.

You are required to take all reasonable steps to safeguard your health and safety, and that of any other person who may be affected by your actions, and to observe at all times published health, safety and fire rules and procedures. All accidents must be reported to management and entered into the Accident Book as necessary.

The 'Health & Safety at Work etc Act 1974' States:

- Section 2: 'It shall be the duty of every employer to ensure, so far as is reasonably practicable, the health, safety and welfare of all his employees'
- Section 7: 'It shall be the duty of every employee while at work to take reasonable care for the health and safety of himself and other persons who may be affected by his acts or omissions at work.'

A Full Copy of the Health & Safety at Work etc Act can be viewed online at:

<https://www.legislation.gov.uk/ukpga/1974/37>

In addition, there are numerous other legal documents that are to be adhered to at all times.

To aide in the implementation of these, Sunter Limited has developed policies and procedures in order to carry out all legal and moral duties.

- Copies of all Internal Policies and Procedures are available upon request from the Health & Safety Manager



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### **Employee Health & Safety Responsibilities**

As employees of the company, you have duties and responsibilities under health & safety legislation which include (but are not exhaustive of):

- Gain an understanding of the Company's Health & Safety, Environmental and Quality procedures, observe and comply with them.
- Use ALL safety equipment required as per the Risk Assessment for a specific task.
- *Wear Hi-Vis Clothing at all times during work hours.*
- Report any accident/incident and/or near miss to the Site Manager as soon as possible after the event and make an entry into the accident book.
- Report any accident/incident that may occur whilst driving a Company vehicle, regardless if or if not the accident/incident results in damage to person(s) or property.
- Comply with specific Site Rules for individual Sites

### **Training (On-line Portal)**

Sunter Limited has in place an external on-line training portal that allows all employees to carry out training on determined subjects.

As an employee you have a responsibility, regarding this training portal to:

- Carry out the training when it is identified by the Health & Safety Manager and/or Director
- Adhere to the timescales given to complete the training

## **Personal Protective Equipment (PPE) Usage & Accountability**

Employees are required to wear company provided uniforms at all times when at work.

The uniform is provided free of charge and is to enhance the company image.

When you require new uniform the following procedure is in place:

- Request the item(s) from the Stores
- Hand in old items of uniform as an exchange

Please be aware: If no exchange item is handed in (regardless of condition) the company reserves the right to pass on the charge of the replacement item to the employee.

Where required, the Company will provide you with PPE, which you must wear at all appropriate times whilst carrying out working duties. This equipment is issued for your own protection.

You are responsible for the safekeeping and proper use of the PPE.

If you become aware that the equipment may be faulty, it is your responsibility to immediately notify the Company in order that it may be replaced.

The Company will replace equipment damaged due to normal wear and tear free of charge and will ensure that it meets current safety standards. However, you will be responsible for the cost of replacement should replacement be necessary as a result of your own negligence.

You agree that on termination of your employment, should you not return your PPE or should your PPE be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Company, will be deducted from any final monies owing to you, or you will otherwise reimburse the Company.

Failure to follow these procedures may also, after formal investigation, lead to the Company taking action against you under the disciplinary procedure.



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### ***Smoke-Free Workplace***

It is the Company's policy that all of its workplaces are smoke-free and that you have the right to work in a smoke-free environment.

#### **Smoking & E-Cigarettes (Vaping)**

The company does not allow the use of:

- Tobacco based products, including cigarettes, pipes and any other tobacco-based smoking.
- E-Cigarettes and other forms of vaping

The exclusion of the above is applicable to all work-related areas, including:

- Within the buildings and yards at Head office
- At any Site Office in place
- Within or on company vehicles
- In working areas, i.e. within properties and within any boundary of the property

Discipline of person(s) who repeatedly break the smoking enforcement.

- Any person who is found to repeatedly break the above company requirements will be liable to disciplinary action as per the information within Section 1 of this document.
- The severity of the breach will determine if it is construed as Gross Misconduct.
- Employees are also liable for the cost of any cleaning of company vehicles.
- Drivers of vehicles who allow other employees to smoke in company vehicles will also be disciplined as per the information within Section 1 of this document

Where areas have been designated, it is your responsibility to ensure that all cigarettes and cigarette ends are properly extinguished and you leave the area clean and tidy after use.

You should be aware that enforcement authorities can issue penalties and fines if you are found guilty of smoking in a smoke-free place. You will be personally liable for any fine or fixed penalty imposed for non-compliance.

### ***Alcohol and Substance Abuse***

The Company endeavours to ensure that employee's use of either alcohol or drugs does not impair the safe and efficient running of the Company or the health of its employees, visitors, children, members of the public and anyone who may be affected by its act and/or omissions.

The Company reserves the right to suspend an employee from work for that day if it is assumed that the employee may be a danger to him/herself or any other due to the influence of drugs and/or alcohol.

#### **Gross Misconduct issues relevant to Drugs and/or Alcohol**

##### **Intoxicated Employees**

- If an employee is intoxicated by alcohol and/or drugs during working hours or on Company premises, arrangements will be made for the employee to be escorted to a safe place off the premises immediately. Once the employee has recovered from the effects of the drugs and/or alcohol, he/she will be asked to attend an informal hearing to discuss the matter. Employees should be aware that disciplinary action will normally take place if found that the employee was intoxicated. This kind of behaviour will normally be treated as Gross Misconduct and result in summary dismissal.

##### **Consumption of Alcohol on Company Premises/on Site and/or in Company Vehicles**

- Employees are expressly forbidden to consume alcohol when at work, or have alcohol containers on Company Premises under any circumstances. Any breach of this rule will be treated as Gross Misconduct which will normally result in summary dismissal.

##### **Drug Abuse on Company Premises/on Site and/or in Company Vehicles**

- Employees, who take drugs which have not been prescribed on medical grounds during working hours or on Company premises, will be committing an act of Gross Misconduct and



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will thus render themselves likely to be summarily dismissed, as will any employee believed to be in possession of, or buying or selling un-prescribed drugs, during working hours or on Company Premises.

### **Accountability & Responsibilities of ALL Employees**

- ALL employees are encouraged not to cover up for employees with a drink and/or drug problem, but to recognise that collusion represents a false sense of loyalty and will in the longer term may damage the employee.
- Employees who recognise that they may have a drink/drug problem, or that they may be at risk of developing one, are encouraged to come forward for confidential help. They should speak to a member of Management in confidence or secure the help of a colleague to help in this matter.

## ***Rules and Procedures***

It is your responsibility to familiarise yourself with the following rules and procedures. Any breaches may result in action being taken in accordance with the disciplinary procedure. If you have any concerns or require clarification on any issue(s), please raise them with management.

The Company may need to change the rules from time to time and any such changes will be notified to you as appropriate.

### **GENERAL RULES (This list is not exhaustive)**

- You must conduct yourself and perform your work at all times in a manner that is in the interests of the Company. Any conduct detrimental to its interests or its relations with any third party, or damaging to its public image, shall be considered to be a breach of the Company's rules.
- You have an obligation to ensure that you do not act in a manner which could be considered to be of an unlawful discriminatory nature. This includes harassment and bullying.
- You are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.
- You are expected to show the skill or aptitude required for the job, especially where such skills are claimed or implied at the time your employment commenced.
- You are expected to read and observe all authorised notices that are displayed by the Company.
- You are engaged on the basis that you must be prepared to undertake reasonable duties other than those for which you have been specifically engaged to ensure maximum efficiency.
- You must not make use of telephones, faxes, e-mail or postal facilities or any other communication mode for personal purposes without the prior permission of management. You must adhere to the Company's policy with regard to the use of mobile phones and other devices.
- You are not permitted to remove material or equipment of any kind from the Company without prior permission.
- You must notify the Company immediately of any incident causing damage to property belonging to the Company (e.g. building, machinery and equipment), or to the property of fellow employees, visitors or customers/clients.
- Working time and/or the Company's material or equipment must not be used for any unauthorised work.
- You must act in accordance with the Company's working procedures.
- Personal hygiene and appearance must be of an acceptable standard.
- Visitors are not allowed onto the premises at any time without prior authority.
- An orderly and courteous manner must be maintained at all times.
- Socialising is not permitted on the premises without prior authorisation.



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- You are required to submit your person or property, including vehicles, to being searched whilst on the Company's premises, or at any time at the reasonable requirement of the Company.
- You must comply with the Company's rules on no smoking, including no smoking in Company's vehicles.
- You are required to comply with the Company's policy of not permitting the display of flags, emblems, posters, graffiti, etc. or the circulation of literature which is likely to give offence or cause apprehension among particular groups of employees.

Unofficial references or opinions about current or ex-employees must not be made or given to third parties under any circumstances.

### **GROSS MISCONDUCT**

The following acts are examples of gross misconduct offences and as such may render you liable to summary dismissal (i.e. dismissal without notice and without previous warnings). This list is not exhaustive.

- fighting, physical assault or dangerous horseplay;
- serious cases of bullying, offensive, aggressive, threatening or intimidating behaviour or excessive bad language;
- theft or misappropriation of the Company's property or property belonging to another employee, or fraud;
- drinking alcohol or being under the influence of alcohol/drugs and/or drug abuse whilst attending work;
- being in possession of, or dealing in illegal drugs whilst at work;
- breach of safety rules and/or any action, which seriously endangers the health or safety of an employee or any other person whilst at work
- unlawful discrimination, harassment and/or bullying;
- breach of any of the Company's policies;
- deliberate damage to property.
- Unauthorised recording of any workplace meeting, including but not limited to disciplinary meetings.

## ***Disciplinary Procedure***

The disciplinary procedure does not form part of your contract of employment.

The purpose of the disciplinary procedure is to outline a recognised and consistent system to deal with any issues of conduct, capability, or other circumstances which may result in a disciplinary warning or dismissal.

Before considering a warning or dismissal, steps will be taken by the Company to establish the facts.

At any stage of the disciplinary procedure you may be suspended, on full pay, whilst investigations are carried out. This does not mean that you have been, or will be found guilty of any particular offence or act of misconduct. In the event that you become unfit for work or unable to attend any necessary meetings due to sickness, the Company will review the decision to keep you on suspension and, following this review, your suspension may be lifted. If your suspension is lifted, you may no longer be entitled to full pay but will be entitled to Statutory Sick Pay in accordance with the Company's rules and procedures.



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If you are prevented from attending your place of work and/or performing your job duties as a result of Police bail conditions, or because of an order or direction given by a court or relevant regulatory body, then the duration of any such period will be without pay.

If it is necessary for the Company to take action under the disciplinary procedure you will be issued with a written statement setting out the nature of the conduct, capability or other circumstances that may result in a disciplinary warning or dismissal. You will only be issued with a disciplinary warning or dismissed following a formal disciplinary meeting, at which you will have been given the right to be accompanied by a fellow employee or an accredited trade union official. You should make every effort to attend the meeting. Throughout the disciplinary procedure you will be given the opportunity to respond to any complaint before any decision on a disciplinary warning or dismissal is taken.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Company.

Warnings may be given by The Disciplinary Hearing Manager

The Company may commence the disciplinary procedure, depending on the circumstances, at any of the following levels:

### **Verbal warning**

A record of the verbal warning will be placed in your personnel file and will last for a period of 6 months after which it will be disregarded.

### **Written warning**

A written warning will be issued, and a copy placed in your personnel file and will last for a period of 12 months after which it will be disregarded.

### **Final written warning**

A final written warning will be issued, and a copy placed in your personnel file and will last for a period of 12 months after which it will be disregarded.

### **Dismissal**

- Dismissal may be with or without notice, depending on the circumstances, and may occur whether or not warnings have been issued.

You will be entitled to appeal against any disciplinary or dismissal decision taken, such appeal being held in accordance with the appeal procedure, which is outlined below.

## ***Capability Procedure***

### **INTRODUCTION**

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

### **JOB CHANGES / GENERAL CAPABILITY ISSUES**

If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate you will be warned in writing that a failure to



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improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

### **PERSONAL CIRCUMSTANCES / HEALTH ISSUES**

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

### **PROCEDURE**

You will only be issued with a capability warning or dismissed following a formal capability meeting, at which you will have been given the right to be accompanied by a fellow employee or an accredited trade union official. You should make every effort to attend the meeting. Throughout the capability procedure you will be given the opportunity to respond to any concerns before any decision on a capability warning or dismissal is taken.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the disciplinary procedure, which may include dismissal for gross misconduct.

The Company may commence the capability procedure, depending on the circumstances, at any of the following levels:

#### **Written warning**

A written warning will be issued and a copy placed in your personnel file for 6 months after which it will be disregarded.

#### **Final written warning**

A final written warning will be issued and a copy placed in your personnel file for 12 months after which it will be disregarded.

#### **Dismissal**

Dismissal may be with or without notice depending on the circumstances, and may occur whether or not warnings have been issued.

You will be entitled to appeal against any capability or dismissal decision taken, such appeal being held in accordance with the appeal procedure, which is outlined below.



### *Disciplinary and Capability Appeal Procedure*

The appeal procedure does not form part of your contract of employment.

If you wish to appeal against any disciplinary decision, you should apply in writing within 5 working days. You will be invited to attend a meeting and you should take all reasonable steps to attend.

After the appeal meeting you will be informed of the final decision.

You should address your appeal to the person stated in your Statement of Main Terms of Employment.

You will be given the opportunity to be accompanied at the meeting by a fellow employee or accredited trade union official.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Company.

### *Shortage of Work and Redundancy*

In the event that the Company is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily:

- place you on short-time working, in which case you will be paid for those hours worked; or,
- lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or,
- designate you as a furloughed (or similar) worker, in accordance with the terms of any Government furlough (or similar) scheme in place from time to time, in which case during such period, if required, you will cease to carry out any work for the Company. (For this purpose you agree that the Company may adjust your salary and benefits by an appropriate amount to ensure that it receives reimbursement of such salary and benefits under the said scheme to the fullest extent possible).

The entirety of this section entitled “Shortage of work” forms part of your contractual terms and conditions.

If the need arises to reduce the number of employees, the overriding consideration at all times will be the future viability of the business. The Company will use such criteria as it considers appropriate to the circumstances at the time of redundancy.

### *Termination of Employment*

#### **BY YOU**

If you wish to resign, you should do so in writing giving such notice as is specified in your Statement.

#### **BY THE COMPANY**

You will be entitled to receive from the Company the notice as is specified in your Statement.

#### **GROSS MISCONDUCT**

You may be summarily dismissed (i.e. without notice) if there has been an act of gross misconduct. Generally this includes a fundamental breach of your contract of employment, conduct which brings the Company into disrepute, or action which is inconsistent with the relationship required between employee and employer. Further examples are contained in the gross misconduct section of Rules and Procedures.

#### **RETIREMENT**

The Company does not operate a formal retirement policy.

Should you wish to leave the Company or retire you should approach the Directors.

In such circumstances, the Company has resolved to assist you in this process.



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### **TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

### **RETURN OF OUR PROPERTY**

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

### **PAY IN LIEU OF NOTICE**

At the absolute discretion of the Company, payment in lieu of working notice may be made, and all benefits owing, including holidays, car allowance and private medical insurance, are paid as accrued at the actual date of termination. This is an express written term of your contract of employment.

### **GARDEN LEAVE**

If either you or the Company serves notice on the other to terminate your employment the Company may require you to take "garden leave" for all or part of the remaining period of your employment. During any period of garden leave you will continue to receive your full salary and any other contractual benefits. This is an express written term of your contract of employment.