

RGS

Cleaning Ltd.

(THE "EMPLOYER")

Employee Handbook

Prepared By Elcons April 2025



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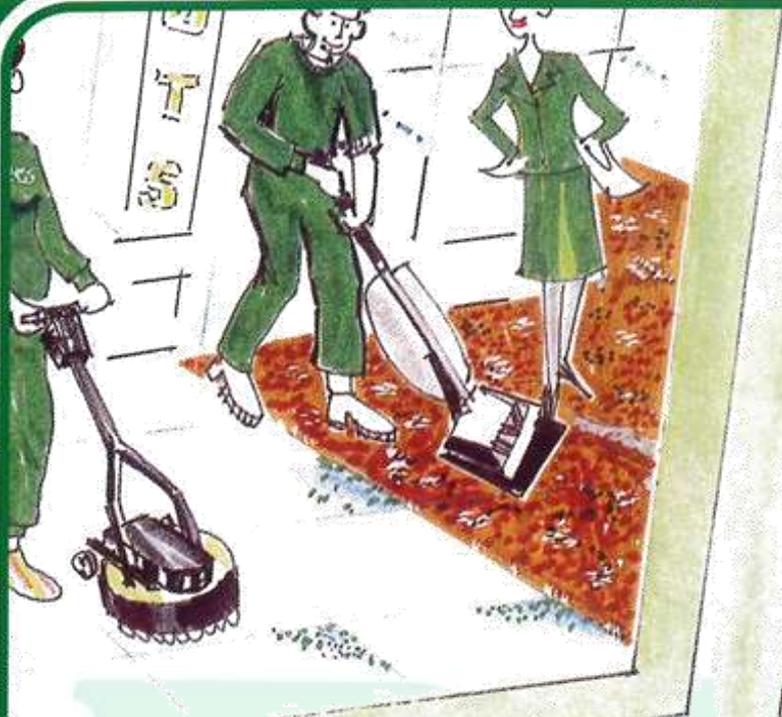
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EMPLOYEE HANDBOOK



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1. INTRODUCTION AND WELCOME

We are pleased to welcome you to our team. We place great value on the contribution our employees make to our business and we offer continued support and encouragement to all our staff. We wish you every success during your employment with us and hope that your experience working with us will be enjoyable, positive and rewarding.

This Employee Handbook is designed to introduce you to our company and set out our rules and regulations. It also advises you of our policies and procedures relating to your employment, duties and responsibilities.

If you have any queries with regard to the content of the handbook then please raise these queries with your Line Manager.

General amendments to the Employee Handbook will be issued from time to time.

2. DIVERSITY, EQUITY AND INCLUSION POLICY

Our commitments

We are committed to promoting equal opportunities in employment and creating a workplace culture in which diversity and inclusion is valued and everyone is treated with dignity and respect. As part of our zero-tolerance approach to discrimination in any form, you and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**Protected Characteristics**). We are also committed to providing equitable treatment to all those we deal with as an organisation, including customers and suppliers.

We will take all reasonable steps to:

- Promote awareness and provide training to all staff and all managers on all aspects of equality and diversity in the workplace.
- Apply the principles of equity to all staff and all job applicants so that there is equality of opportunity. Our aim is that no individual is denied employment opportunities for reasons unrelated to ability.
- Establish programmes and processes that ensure a diversity of candidates at all career stages beginning with recruitment, including the development and promotion of talent through to the appointment of senior leadership.
- Implement all internal policies and procedures (on a fair and impartial basis).
- Create an inclusive working environment that is sensitive to the needs of staff of differing cultures, religions and beliefs. For example, in connection with festivals, religious observance and dress.
- Make reasonable adjustments to enable employees with disabilities to function effectively and to their full potential.
- Ensure that all work environments are free from all forms of discrimination, harassment, intimidation or bullying.
- Monitor how this policy is working in practice.

About this policy

The purpose of this policy is to set out our approach to diversity, equity and inclusion. Our aim is to encourage and support diversity, equity and inclusion and actively promote a culture that values difference and eliminates discrimination in our workplace. It applies to all aspects of employment

with us, including recruitment, pay, benefits and conditions, flexible working and leave, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.

All managers must set an appropriate standard of behaviour, lead by example and ensure that those they manage adhere to the policy and promote our aims and objectives with regard to diversity, equity and inclusion.

Discrimination

You must not unlawfully discriminate against or harass other people, including current and former staff, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.

The following forms of discrimination are prohibited under this policy and are unlawful:

Direct discrimination: treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay. Direct discrimination can include associative discrimination, where a person is treated less favourably because of their association with an individual with a Protected Characteristic, and perception discrimination, where a person is treated less favourably because of the mistaken belief that they possess a Protected Characteristic.

Indirect discrimination: a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.

Harassment: this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.

Victimisation: retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment. This includes where someone mistakenly believes that the person victimised has done so.

Disability discrimination: this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

Recruitment and selection

Recruitment, promotion, and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. When recruiting or promoting, we will aim to take steps to improve the diversity of our workforce and provide equality of opportunity. Shortlisting and interviewing should be done by more than one person and with the involvement of the HR Department, where possible. Our recruitment procedures will be

reviewed regularly to ensure that individuals are objectively assessed on the basis of their relevant merits and abilities.

Vacancies should generally be advertised to a diverse section of the labour market using a variety of means which provide a diverse range of suitable candidates. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying.

Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.

Job applicants should not be asked about health or disability before a job offer is made. There are limited exceptions which should only be used with the approval of the HR Department. For example:

- Questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments).
- Questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment.
- Positive action to recruit disabled persons.
- Equal opportunities monitoring (which will not form part of the selection or decision-making process).

Where necessary, job offers can be made conditional on a satisfactory medical check.

We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from the HR Department or UK Visas and Immigration.

To ensure that this policy is operating effectively, and to identify groups that may be underrepresented or disadvantaged in our organisation, we monitor applicants' ethnic group, nationality, gender, gender identity, disability, sexual orientation, religion and age as part of the recruitment procedure. Provision of this information is voluntary and it will not adversely affect an individual's chances of recruitment or any other decision related to their employment. The information is removed from applications before shortlisting, and kept in an anonymised format solely for the purposes stated in this policy and in accordance with data protection legislation. Analysing this data helps us take appropriate steps to avoid discrimination and improve equality, diversity and inclusion.

Training, promotion and conditions of service

Training needs will be identified through regular appraisals which will be based entirely on an objective assessment of performance and will not be influenced by any Protected Characteristics that you may have. You will be given appropriate access to training to enable you to progress within the organisation and all promotion decisions will be made on the basis of merit.

We will also monitor the treatment and outcomes of any complaints of discrimination, harassment or victimisation we receive to ensure that they are properly investigated and resolved, those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and resolved and workforce training is targeted where needed.

We will regularly share with you the progress and achievements we have made towards our diversity, equity and inclusion objectives.

Termination of employment

We will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly discriminatory.

We will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

Disabilities

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.

If you experience difficulties at work because of your disability, you may wish to contact your line manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Your line manager may wish to consult with you and your medical adviser about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable, we will explain our reasons and try to find an alternative solution where possible.

We will monitor the physical features of our premises to consider whether they might place anyone with a disability at a substantial disadvantage. Where necessary, we will take reasonable steps to improve access.

Part-time and fixed-term work

Part-time and fixed-term staff should be treated the same as comparable full-time or permanent staff and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

Breaches of this policy

We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination and victimisation may amount to gross misconduct resulting in dismissal.

If you believe that you have suffered harassment, bullying or discrimination, or witnessed it happening to someone else in the workplace, you can raise the matter through our Grievance Procedure.

Complaints will be treated in confidence and investigated as appropriate.

There must be no victimisation or retaliation against staff who complain about or report discrimination. If you believe you have been victimised for making a complaint or report of discrimination, or have witnessed it happening to someone else in the workplace, you should raise this through our Grievance Procedure.

We encourage the reporting of all types of potential discrimination, as this assists us in ensuring that diversity, equity and inclusion principles are adhered to in the workplace. However, making a false allegation in bad faith, or that you know to be untrue, will be treated as misconduct and dealt with under our Disciplinary Procedure.

3. DATA PROTECTION

Employees may be required to give certain information relating to themselves in order that the Employer may properly carry out its duties, rights and obligations as the Employer. The Employer will process and control such data in line with current legislation and Regulations.

The term 'processing' may include the Employer obtaining, recording or holding the information or data or carrying out any set of operation or operations on the information or data, including organising, altering, retrieving, consulting, using, disclosing, or destroying the information or data. The Employer will adopt appropriate technical and organisational measures to prevent the unauthorised or unlawful processing or disclosure of data.

Further information is available from your Line Manager.

4. WHISTLE-BLOWING

Employees may, in properly carrying out their duties, have access to, or come into contact with information of a confidential nature. Their terms and conditions provide that except in the proper performance of their duties, employees are forbidden from disclosing or making use of in any form whatsoever such confidential information. However, the law allows employees to make a 'protected disclosure' of certain information. In order to be 'protected' a disclosure must relate to a specific subject matter (listed below) and be made in an appropriate way. The disclosure must also be made in good faith and in the public interest.

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

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

Disclosure Procedure

Information which an Employee reasonably believes tends to show one or more of the above should promptly be disclosed to their manager so that any appropriate action can be taken.

Employees will suffer no detriment of any sort for making such a disclosure in accordance with this procedure. However, failure to follow this procedure may result in the disclosure of information losing

its 'protected status'. For further guidance in relation to this matter or concerning the use of the disclosure procedure generally, employees should speak in confidence to a Manager.

5. RIGHTS OF SEARCH

We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business.

Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.

You may be asked to remove the contents of your pockets, bags, vehicles, etc.

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

We reserve the right to call in the police at any stage.

6. MATERNITY/PATERNITY/ADOPTION/ SHARED PARENTAL LEAVE

Maternity/Paternity/Adoption Leave

There is no contractual maternity/paternity or adoption pay in addition to the statutory. If you (or your partner) become pregnant or if you are informed that a child is to be placed with you by an Adoption Agency, you should notify your Line Manager or a Director at the earliest possible opportunity so that your entitlements can be explained to you.

Maternity Leave and Pay

Subject to eligibility, pregnant employees are entitled to a total of 52 weeks' maternity leave. This is broken down as follows:

- 26 weeks' Ordinary Maternity Leave
- 26 weeks' Additional Maternity Leave

Employees will be subject to Compulsory Maternity Leave whereby they will not be permitted to work for 2 weeks' after your baby has been born (4 weeks for factory workers).

The Company does not operate an occupational maternity scheme and therefore Statutory maternity entitlements will apply. Whether an employee may be entitled to receive statutory maternity pay will be assessed upon receipt of their MATB1. Should an employee qualify for SMP it is paid over a 39-week period and this is paid as follows:

- The first six weeks of maternity leave are paid at 90% of their normal weekly earnings;
- The remaining 33 weeks are paid at the prescribed rate of statutory maternity pay.
- Pregnant employees are entitled to paid time off to attend ante-natal appointments.

Adoption Leave and Pay

Subject to eligibility, an employee who is the 'main adopter' of a child is entitled to a total of 52 weeks' adoption leave. This is broken down as follows:

- 26 weeks' Ordinary Adoption Leave
- 26 weeks' Additional Adoption Leave

The Company does not operate an occupational adoption scheme and therefore Statutory adoption entitlements will apply. Should an employee qualify for statutory adoption pay it is paid over a 39-week period and this is paid as follows:

- The first six weeks of adoption leave are paid at 90% of their normal weekly earnings;
- The remaining 33 weeks are paid at the prescribed rate of statutory adoption pay.

Pregnant employees are entitled to paid time off to attend adoption appointments.

Paternity Leave and Pay (birth or adoption)

Subject to eligibility, employees are entitled to take up to two consecutive weeks of leave as paternity leave. Employees are entitled to receive statutory paternity pay. This is paid at the statutory rate. Leave must be taken within 56 days of the actual birth or placement of the child.

For births/adoptions on or after the 6th April 2024, new leave entitlements will be in effect as follows: Subject to eligibility, employees are entitled to take up to two weeks of leave as paternity leave either as a block of one or two weeks or as two separate weeks. Leave is to be taken in the 52 weeks following the birth or adoption. This is paid at the statutory rate.

Shared Parental Leave (SPL)

Parents of children (or adopted children) may, subject to eligibility, be entitled to choose how they share parental leave in the child's first year. If eligible, employees are entitled to take SPL and be paid for SPL in line with the statutory provisions. For further details, please refer to your line manager.

Shared Parental Leave - Pay

Subject to eligibility, employees are entitled to take up to 52 weeks' shared parental leave, less the weeks of maternity leave or adoption leave taken.

The Company does not operate an occupational shared parental scheme and therefore Statutory shared parental entitlements will apply. Should an employee qualify for statutory shared parental pay, it is paid for up to 39 weeks and is paid at the statutory rate.

Parental Leave

To take a period of parental leave in relation to a child, you must:

- Have at least one year's continuous employment;
- Have or expect to have responsibility for the child (up to the child's 18th birthday); and,
- be taking the leave to spend time with or otherwise care for the child.

Employees who fulfil the criteria are entitled to take up to 18 weeks' unpaid parental leave in relation to each child for whom they are responsible.

Unless the leave is to be taken in respect of a child entitled to a disability living allowance, you:

- Can only take parental leave in blocks of a week's leave or a multiple of a week's leave; and,
- Are only entitled to take four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

Parents must give 21 days' written notice to take parental leave and it must be taken in blocks of multiples of one week (part weeks, including single days or part days, count as whole weeks) up to a maximum of four weeks in any one year. Parents of disabled children must give 21 days' written notice and have the additional flexibility to take leave in days without them being counted as whole weeks, although part days count as full days.

Leave can be postponed by the Employer for up to six months where the business has a justifiable reason for the delay, except when a father gives the above advance notice to take leave immediately

after the date when the child is born or when the partner of an adoptive parent gives the above advance notice to take leave immediately after the date when the child is placed for adoption. In circumstances where leave is postponed, the Employer will consult with you in order to try to agree a suitable alternative leave date.

7. CARER'S LEAVE

Subject to eligibility, one weeks' unpaid leave may be granted in any 12 month period for employees who care for dependants with long term needs. This right to leave is available to all employees from day one of employment.

A dependant is defined by the statute as *a spouse, civil partner, child, or parent of the employee, someone who lives with the employee as part of their family or someone who can reasonably rely on the employee to provide or arrange care. It does not include tenants or boarders living in the family home, or someone who lives in the home as an employee, e.g. a live-in nanny.*

"Long term needs" are defined as:

- Anyone with a condition that meets the definition of disability under the Equality Act 2010;
- Illness or injury (physical or mental) that requires or is likely to require care for more than three months, or;
- Old age.

8. NEONATAL CARE LEAVE POLICY

You are entitled to one week of Neonatal Care Leave (NCL) for each qualifying week of neonatal care, up to a maximum of 12 weeks.

Eligibility for neonatal care leave

You are eligible for neonatal care leave if your child or a child for whom you have or expect to have responsibility receives one or more qualifying weeks of neonatal care.

You may be eligible for neonatal care leave if you are:

- a) The child's parent;
- b) Their intended parent under a surrogacy arrangement;
- c) Their adopter or prospective adopter via a UK adoption agency or an adoption from overseas;
- d) The partner of any of the above at the date of birth or (in the case of adoptions) at the date of placement by a UK adoption agency or the date the child entered the UK if adopting from overseas;

And

you have or expect to have responsibility for the child's upbringing (or, if you are the partner of the child's mother, the main responsibility apart from any responsibility of the mother).

Taking neonatal care leave

NCL cannot be taken during the waiting period which is the first week of neonatal care. NCL can be taken any time after the waiting period, up to 68 weeks after the date of birth. The rules for taking NCL depend on whether NCL is being taken in a Tier 1 period or a Tier 2 period.

The **Tier 1 period** starts after the waiting period and lasts until seven days after neonatal care has ended. If you want to start NCL during a Tier 1 period:

- Please notify your manager on or before the day you want to start your NCL. If you are giving notice on the day, this should be before the time you are due to start work. If you have already started work, you will start NCL on the following day.

You must tell your manager the child's date of birth, the date neonatal care started and, if it has ended, the date it ended. You must give all the information required as detailed in the **Neonatal care leave and pay form** in writing within 28 days of the start of NCL.

- You can take NCL in one continuous period or split into multiple periods of one or more whole weeks.
- Where you intend to remain on NCL for more than one week, please notify your manager as soon as possible and in any case by the start of each subsequent week of NCL.

The **Tier 2 period** lasts from the end of the Tier 1 period until 68 weeks after the date of birth. If you want to start NCL during a Tier 2 period:

- You must give 15 days' notice to take one week of NCL, or 28 days' notice to take two or more weeks of NCL.

The notice must be in writing and must contain the information as detailed in the **Neonatal care leave and pay form**.

- NCL must be taken as one continuous period of a whole number of weeks.

Please request the **Neonatal care leave and pay form** please see the staff section of the website, download, complete and return the form to the office. The form details the required information which needs to be provided as part of your notice to take NCL.

In the Tier 2 period, you can cancel any future weeks of NCL, or return early from NCL by telling us at least one week in advance. However, you cannot return to work part-way through a week of NCL, as it must be taken in whole weeks.

Neonatal care pay

You may qualify for statutory neonatal care pay (SNCP) during NCL if your average earnings are not less than the lower earnings limit set by the government each tax year, and you have at least 26 weeks' continuous employment by the end of *the relevant week*.

The relevant week, is:

- a) the 15th week before the expected week of childbirth (in birth and surrogacy cases);
- b) the week in which the adoption agency or local authority notified you of a match (in UK adoption cases); or
- c) the week before the neonatal care starts (in any other case).

You will already meet these criteria if you have qualified for statutory maternity pay (SMP), statutory paternity pay (SPP), statutory adoption pay (SAP) or Statutory Shared Parental Pay (ShPP).

SNCP is only payable in respect of whole weeks of NCL. The rate is set by the government each tax year.

9. TIME OFF FOR DEPENDANTS

The Employer recognises that time off for dependants is designed to support employees where emergencies arise that are related to children or dependants. The Company will allow employees to take reasonable unpaid time off work to deal with an emergency involving a dependant. This leave is intended to cover genuine emergencies and you must discuss your circumstances with your Manager.

A dependant is defined by the statute as;

'the partner, child, or parent of the employee, or someone who lives with the employee as part of their family. It does not include tenants or boarders living in the family home, or someone who lives in the home as an employee, e.g. a live-in nanny. In cases of illness, injury or where care arrangements break down, a dependant may also be someone who can reasonably be said to rely on the employee for assistance'.

Leave may be granted to an employee for the purpose of dealing with a situation involving a dependant such as for example:

- A child or dependant who is sick, injured or assaulted
- An adult for whom an employee cares where no other arrangements can reasonably be made for someone else to look after the person
- A serious incident involving a child at school
- A serious illness involving a dependant
- A child or dependant whose usual care arrangements are unexpectedly disrupted

Time off for dependants will not be granted to deal with predictable domestic arrangements that could be accommodated using annual or flexi-leave (for example regular childcare and childcare during the school holidays).

Employees must report their absence to their Line Manager as soon as is reasonably practicable. They also need to advise of the reason for their absence and how long they expect to be away from work. You must present any supporting evidence to your employer.

10. HOLIDAYS AND HOLIDAY PAY

The holiday year runs from 1st of October and ends on 30th of September each year. The full-time entitlement of 5.6 working weeks paid holiday per annum will be deemed to accrue evenly from 1st of October each year. This entitlement is inclusive of any bank holidays taken. Part-time staff will accrue holiday on a pro-rata basis. In your first holiday year, your entitlement will be proportionate to the amount of time left in the holiday year. Your holiday pay will accrue at 1/260th for each completed day of service. Holiday pay will be calculated using the prior 52 weeks average pay (or an average of the prior week's worked, should 52 weeks service not, have been accrued).

Because of the nature of our business you may be required to work on any of the public bank holidays. If you are required to do so, you may take the day off in lieu and be paid at your normal rate of pay for the hours worked. Bearing in mind the needs of the business and the holiday requirements of other members of staff, holiday may only be taken at a time by prior arrangement with the Employer. Applications must be made in writing to the Employer, on the appropriate form, at least 21 days before you wish to take a holiday. Applications will not be considered during busy periods of work. No more than 2 weeks may be taken consecutively and on smaller contracts no more than 1 person will be permitted leave in any one time, however, application to vary this practice may be made to your Line Manager. You must take a minimum of two weeks leave before the end of March wherever possible.

If you are not required to work during the Christmas/New period annual leave must be reserved to cover this period (you are responsible for ensuring sufficient leave is reserved).

You must not book holidays and or pay any deposits for holidays until your holiday request has been authorised (usually within 7 days from receipt of the request). The Company reserves the right to refuse any holiday requests where it would be detrimental to the efficiency of operations. This includes requests for any religious holidays that cannot be accommodated. Request for such must be made in line with the procedures above paying particular attention to minimum time for any application to be made being 21 days. The Company will not be responsible for any financial commitment made by you prior to the authorisation of the holiday request.

You may not carry holiday entitlement forward into successive holiday years without the Employer's prior written consent and you will not be entitled to pay in lieu of holidays not taken at the end of the holiday year.

In any holiday year in which you are not employed for a full year you will be entitled to holiday accrued during the part of the year during which you were employed, on a pro-rata basis. The Employer reserves the right to make deduction from monies otherwise owing to you in respect of such repayment calculated at, 1/260th of your [full time equivalent] salary for each excess day taken.

11. BEREAVEMENT LEAVE

The Company does not give paid time off for bereavement. You should discuss your circumstances with your Line Manager and agree the appropriate unpaid time off.

Parental Bereavement Pay

Employees are entitled to up to 2 weeks' leave following the death of a child under 18, including a stillbirth after 24 weeks of pregnancy. Parental bereavement leave is paid at the lower 90% of the employee's normal weekly earnings or the current statutory rate, if eligible.

12. LEAVE FOR A DOMESTIC EMERGENCY

Leave for a domestic emergency is designed to support employees where the emergencies are unrelated to children or dependants. Leave may be granted to an employee to deal with a domestic emergency. This leave is unpaid, at your managers discretion.

Examples of an emergency include:

- A road accident or other similar accident involving the employee
- The breakdown or theft of the employee's car
- A burglary at the employee's home or a violent crime involving the employee
- Fire or flooding at the employee's home.

This list is not exhaustive. In determining whether request for leave should be granted the Employer will take the following factors into consideration:

- The nature and extent of the emergency
- The availability of others to deal with the emergency
- The likely impact of the emergency on the employee

This leave is intended to cover genuine emergencies. If an employee knows in advance that they are going to need time off for a domestic issue (for example in the case of delivery of goods to the employee's home) they should ask for leave in the normal way.

Refusal of leave

An employee who feels that they have been unreasonably refused the right to compassionate, domestic emergency or bereavement leave or who feel that they have been victimised for requesting leave should, in the first instance raise the matter with their line manager. They have the right to raise the matter through the [grievance procedure](#).

13. FLEXIBLE WORKING TIME

Applicable after 6th April 2024

All employees have the right to request flexible working providing they meet the criteria. The request will be considered by the Employer and providing the request falls within the parameters of the legislation and is in accordance with the needs of the business it may be granted.

In order to qualify for flexible working, you must be an employee, but not an agency worker. No more than two requests may be submitted in any twelve month period.

Under the law we must reasonably consider any application you make, and only reject it if there are good business reasons for doing so. You have the right to ask for flexible working – not the right to have it.

Your flexible working request should be submitted in writing and dated. It should:

- State that it is a flexible working request;
- Explain the change being requested and propose a start date;
- State whether you have made any previous flexible working requests.

Following receipt of your request, a meeting will be arranged at a convenient time and place to discuss your request. We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

You will be informed in writing of the decision as soon as possible after the meeting.

Once the flexible working arrangements have been agreed, unless stated otherwise, this becomes a permanent change to the contract of employment.

Employees who do not have the legal right to request flexible working are, of course, free to ask the Employer if they can work flexibly.

Before 6th April 2024

You must have 26 weeks service to make an application and you are only entitled to make one application in any rolling 12-month period. All other aspects of the process are as above.

14. JURY SERVICE

Employees are entitled to time off work to attend for Jury Service. Employees should notify the Employer immediately on receipt of the Jury Summons giving full details.

Employees will not normally be paid for this time off and are advised to claim the expenses which they are entitled to from the Court. This will normally include compensation for loss of earnings.

15. COMPUTERS, E-MAILS AND INTERNET USE

- The Employer operates virus protection software. No software or program or similar may be loaded on the Employer's computer system unless and until it has been checked for viruses.
- You are not permitted to copy the Employer's software, other than when this is necessary in the normal course of your duties.
- On leaving the Employer and at any other time at the Employer's request, you are required to hand back any of the Employer's information and data held by you in computer-useable format.
- You are required to take any necessary security measures to prevent unauthorised access to, alteration, disclosure and destruction of personal data, and accidental loss and destruction of Employer data.
- You must not access, process, use, or disclose any data or password other than is necessary for the proper performance of your duties.
- Use of internet must be for business purposes only in the course of carrying out your duties. Unauthorised use of the internet will constitute misconduct.

- You must not download software from the internet onto the Employer's system without prior permission.
- You are not permitted to download any video-based material or content that requires a TV licence.
- You are not permitted to divert any work e-mails to your personal device without prior consent of your Manager.

Misuse of the e-mail system by transmission of any material, which is defamatory, offensive or obscene, untrue or malicious, or in breach of copyright will constitute gross misconduct. In particular, the processing (which means storing, sending or downloading) of sexually explicit material will constitute gross misconduct. You must not use your company e-mail address for your own personal correspondence.

16. SOCIAL NETWORKING POLICY

A social network service focuses on the building and verifying of online social networks for communities of people who share interests and activities, or who are interested in exploring the interests and activities of others.

Most social network services are primarily web based and provide a collection of various ways for users to interact, such as chat, messaging, email, video, voice chat, file sharing, blogging, discussion groups. Social networks include, but not limited to: Facebook, Twitter, LinkedIn, Bebo, My Space and personal blogs.

The purpose of a social networking policy

- To help the company against potential liability;
- To give employees clear guidance on what can and can't occur in relation to the company or other employees;
- To help employees separate their professional and personal communication;
- To comply with the law on data protection, discrimination and protecting employees.

Standards employees are required to comply with are as follows:

- Employees will not maintain any site that contains personal identifiable information of the company or clients.
- Employees will not maintain a site that contains photographs of clients.
- Employees will not maintain a site that contains identifiable information of a client or an employee in relation to their performance and character.
- Employees will not maintain a site that contains photographs of another employee taken in the work situation or in their working uniform.
- Employees will not maintain a site that contains defamatory statements about the company, its current or ex-employee, the company's services or contractors.
- Employees must not express opinions on the sites that purport to represent their own views on the company.
- Employees must never post a comment on the sites that purports to represent the views of the company without first consulting the management team.
- Employees must not breach company confidential information.

As an employee of the company, the company has a reasonable and lawful expectation that staff will not bring the company into disrepute, this is extended to the home environment as well. Any grievance with the organisation should be processed through procedures and policies already in place and dealt with within the work environment.

If employees become aware of a breach in this policy, they should contact their line manager in the first instance if it is appropriate to do so. It is possible such a matter may be resolved locally. If this is not the case and if staff are found to have contravened this policy, disciplinary sanctions, up to and including dismissal can occur.

The company reserves the right to access and monitor all emails and internet activities carried out on company equipment including the use of any social networking site.

17. HEALTH AND SAFETY

The Health and Safety officer for this business is Oliver Guise -Smith. Any incidents must be reported immediately. A sensible approach, from a safety angle, must be taken to appropriate seating and work place conditions. After a reasonable period attending to a computer or other screen, you must transfer to working on an alternative type of work for a short period.

You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.

You must not take any action that could threaten the health and safety of yourself, other employees, service users or members of the public.

Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn at all times. Failure to do so could be a contravention of your health and safety responsibilities and may incur disciplinary action. Once issued, this protective wear is your responsibility.

You must ensure that you are aware of our and our sites fire and evacuation procedures and the action you should take in the event of such an emergency.

18. REPORTING AN ACCIDENT IN THE WORKPLACE

The Employer requires an employee to report a workplace injury to the Employer so that the Employer can thoroughly investigate the accident to prevent it from occurring in the future.

There are various types of workplace accidents and they include major injuries, injuries that require an employee to miss work for more than a seven-day period, work-related diseases, dangerous occurrences, if a member of the public is taken directly to the hospital or any deaths. Falls, explosions, burns and being caught in machinery are types of accidents that can also occur in the workplace.

The features listed on an accident report should detail certain specifics such as:

- the date of the accident;
- the date that the accident was reported;
- the employee's personal information;
- details of the injury and how it was caused;
- who witnessed the accident.

The accident report should be signed by an employer or manager along with any comments they may have pertaining to the accident. An entry should be made into the accident book as soon as possible after the accident/incident but in any event no later than the end of the day.

The accident book is kept in head office and there are accident forms at each site and the website. Reporting accidents is beneficial to the workplace as it allows for identification of how and where risks in the workplace arise. This gives the Employer and individuals knowledge on how to possibly prevent the same type of accidents and other accidents in the workplace from recurring and prevent pain and suffering from individuals in the workplace.

19. ALCOHOL DRUGS AND PSYCHOACTIVE SUBSTANCES POLICY

Under legislation we, as your Employer, have a duty to ensure so far as is reasonably practicable, the health, safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol, drugs and psychoactive substances may impair the safe and efficient running of the business and/or the health and safety of our employees.

The effects of alcohol, drugs and psychoactive substances can be numerous: -
(These are examples only and not an exhaustive list)

- Absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);
- Higher accident levels (e.g. at work, elsewhere, driving to and from work); and
- Work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

If your performance or attendance at work is affected as a result of alcohol, drugs, or psychoactive substances or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and dependent on the circumstances, this may lead to your dismissal.

20. WORK-RELATED STRESS

The Health and Safety Executive's definition of stress is 'the adverse reaction people have to excessive pressures or other types of demand placed on them'. The Employer recognises the need to identify the difference between the beneficial effects of motivating challenges and work-related stress, which is the natural but distressing reaction to demands or pressure that the employee cannot cope with at a given time.

Work-related stress exists where people perceive they cannot cope with what is being asked of them at work. The Employer recognises that work-related stress is not an illness but that if it is prolonged and intense, it can lead to problems with ill health.

Responsibilities of all Employees

Employees have a responsibility to take reasonably practicable steps to minimise their own stress levels and those of their fellow workers who may be affected by their acts or omissions. They also have a legal responsibility to comply with the Health and Safety at Work legislation and other statutory regulations to take reasonable care of their health and safety and that of other persons with whom they work. Employees should, therefore, draw the attention of the Employer to any concerns about work-related stress which might present a health hazard to themselves or other individuals.

Responsibilities of the Employer

The Employer will support employees in dealing with work-related stress through discussions. Wherever reasonably practicable, an employee experiencing excessive and sustained work-related stress will have their work adapted, including the possibility of alternative employment within the organisation, so as to remove the risk or reduce it to an acceptable level.

The following principles apply to the Employer's approach to dealing with stress:

- The management of stress will be dealt with in a way that is non-discriminatory and in accordance with our equal opportunities policy.
- Employees will be dealt with fairly and consistently across the organisation.
- The Employer will aim to provide a positive and preventative approach to stress rather than a punitive one.
- The Employer will be sensitive and supportive, as far as is reasonably practicable, to those experiencing stress.

- The management of stress, including the monitoring of stress-related information will be conducted with respect for individual confidentiality and in accordance with the requirements of the Data Protection and Access to Medical Reports Acts.
- Open communication will be encouraged and promoted.

21. GENERAL INFORMATION AND PROCEDURES

- No alcoholic liquor, non-prescription drugs or psychoactive substances are to be brought onto the premises of the Employer and no gambling is allowed on any premises.
- If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day without pay and, dependent on the circumstances, you may be liable to disciplinary action.
- During severe weather conditions, you have no automatic legal entitlement to stay away from work or remain at home on full or reduced pay.
If, due to any adverse weather conditions, you are unable to reach your place of work you should contact your Line Manager. Daily contact must be maintained if the absence lasts for more than one day.
Your Line Manager will determine which of the following options may be available to you.
 - a) To take this time as annual holiday leave
 - b) To take the time as unpaid leaveEvery effort should be made to return to work as soon as it is deemed safe to do so.
- You are not permitted to use the company's address for the purposes of private mail.
- Employees must not accept directly or indirectly any payment or any other benefit or item of value of more than nominal value from any supplier or client or from anyone else with any actual prospective business relationship with the Employer. Friendships may develop between clients and employees. However, any relationship between a client and an employee which is likely to jeopardise business relations of the Employer is not acceptable. Employees must use their common sense to avoid any actual relationships.
- We recognise that, from time to time, close personal relationships may develop between members of staff and between staff and customers. In order to ensure that potential conflicts of interest are avoided, members of staff who are in that position are strongly recommended to advise the Manager/Director.
Any such information will be treated in the strictest confidence. We fully acknowledge the right of employees to privacy in their personal affairs. However, experience has shown that the effect of such relationships can cause a blurring of judgement whereby conflicts of interest arise and which can cause us to lose confidence in the person's integrity and reliability.
- The company provides vehicles, tools and equipment necessary to carry out your duties. You must keep these in good repair and take all reasonable steps to ensure that they are secure at all times. You must report any lost and/or mislaid tools to your Line Manager. You must return any vehicle and all company tools upon termination of employment by either party. Failure to do so, or a loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of tools being made from monies due to you. If the vehicle is not returned to our premises in a clean and tidy condition, then any associated costs which we incur as a result may be recharged back to you.
- Should CCTV be in operation, we reserve the right to use any evidence obtained in this manner in any disciplinary issue should the need arise
- You are not permitted to undertake any private work without authorisation from the Company. You will not be allowed to undertake any work which could otherwise have been undertaken by the Company. In the event of you being approached to undertake such work you must report the approach to a manager.

- Smoking is strictly prohibited on our premises. Ensure that you observe site rules. You may only smoke during official break times only and in the designated area. This policy also applies to the use of E-cigarettes.
- Whilst visiting or working at any of our clients/customer's premises, you must ensure that you are aware of, and strictly comply with all of their rules and requirements e.g. security, health and safety procedures, smoking, parking, etc. Failure to comply with the site rules could result in your removal from the site and disciplinary action, which, dependent upon the circumstances, could result in your dismissal.
- You must notify us of any change of name, medical condition, marital status, address, telephone number etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.
- The loss of a driving licence due to ill health grounds or as a result of a motoring conviction, may, if there are no other suitable alternative arrangements which can be made, lead to the termination of your employment. You must notify your employer immediately of any changes to your driving licence or medical condition. We reserve the right to check your driving licence at any time whilst in our employment. Please note that the Company does not accept any responsibility for any parking, bus lane or speeding fines incurred whilst on our business.
- If you already have any other employment or are considering any additional employment, you must notify us so that we can discuss any implications arising from the current working time legislation.
- If you are a key holder for our or our customers premises it is your responsibility to ensure that the keys are kept safe and secure at all times. They must not be copied or allowed to be used by any unauthorised person. If the keys are lost or stolen at any time you must inform a manager immediately. Failure to comply with these requirements may result in disciplinary action being taken. **Should you be responsible for negligently misplacing client keys or having them stolen through your own negligence, or if you do not return them when requested to do so, you will be liable to pay the excess on the insurance of £300 to replace a full set of site locks.**
- To satisfy the requirements of our insurers and to protect us from fire and theft, you must secure all properties and premises when unattended. If you are the last person to leave our premises at the end of the day, please ensure that all windows and doors are closed and any alarm system is set. Do not divulge security codes to any unauthorised person.
- You are not permitted to buy or sell goods on your own behalf whilst on our premises.
- If you are issued with a Company credit or debit card, it must only be used for business purposes, it is not permitted for personal use. Any abuse of the card will result in disciplinary action being taken against you.
- You are advised not to bring items of high value to work and/or large amounts of cash.
- Please observe site rules in relation to any welfare facilities available to you. You are required to keep the facilities clean and tidy.
- Customers are the key to the success of our business and good service is the key to gaining and retaining customers.

22. CONFIDENTIALITY

Employees will respect the confidentiality of the Company's and customers business both during and after his/her employment.

a) All information which: -

- i. is or has been acquired by the employee during, or in the course of his/her employment or has otherwise been acquired by him/her in confidence;

- ii. relates particularly to the business of the Company and customer or that of the other persons or bodies with whom the Company has or has had dealings of any sort; and
 - iii. has not been made public by, or with the authority of the Company
- Shall be confidential and (save in the course of the Company's business or as required by law) the employee shall not at any time whether before or after the termination of the employment disclose such information to any person without the written consent of the Company.
- b) The employee shall exercise reasonable care to keep safe all documentary or other material containing confidential information and shall at the time of termination of the employment, or at any other time upon demand, return to the Company any such material in his/her possession.

23. MOBILE TELEPHONES / COMPANY MOBILE TELEPHONES

It is appreciated that mobile telephones can be valuable means of contact – particularly for individuals attending client's premises. However, for Health and Safety and legal reasons, mobile telephones should not be used whilst driving when avoidable otherwise hands-free apparatus must be used.

In addition, mobile telephones should not be used for personal matters during normal working hours except where authorised by a Manager.

If you have a company Mobile Phone it must be used for company business only, any costs outside of the bundle package will be charged back to you. This includes data costs.

24. HARASSMENT AND WORKPLACE BULLYING

The Employer believes that all of its employees have the right to a working environment free from intimidating and insulting behaviour and recognises its legal obligation to provide such an environment. The Employer is committed to the development and promotion of a positive workplace culture that is free from harassment and bullying and aims to ensure that any allegation of harassment or bullying at work is taken seriously, is properly investigated, and is dealt with effectively.

Harassment

The definition of harassment is '*unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment*'. Forms of harassment include many kind of unacceptable behaviour. For example; action, behaviour, comment or physical contact which is found objectionable or which causes offence, including: offensive jokes, verbal abuse, language, graffiti or literature of a racist or sectarian nature, or offensive remarks about a person's physical characteristics, age, sexual orientation, or any other personal characteristic.

Bullying

Bullying is the intimidation or belittling of someone through the misuse of power or position, which leaves the recipient feeling hurt, upset, vulnerable or helpless. Examples include:

- Unjustified criticism of an individual's personal or professional performance, shouting at an individual, criticising an individual in front of another.
- Spreading malicious rumours or making malicious allegations.
- Ignoring or excluding an individual from the team/group.

Sexual Harassment

The Employer believes that all employees are entitled to be treated with dignity and respect while at work and when representing the business in any capacity outside of work.

Sexual harassment is unwanted conduct directed towards an employee by a fellow employee (or group of employees) which is of a sexual nature, or which is based on a person's sex, and which is regarded as unwelcome and offensive by the recipient. This could include:

- Unwanted physical contact.

- Unwelcome sexual advances, propositions, suggestions or pressure to participate in social activity outside work, where it has been made clear that this is not welcome.
- Conduct which can be deemed as intimidation, physically or verbally abusive, including the display of explicit material, the use of sexually explicit humour, and comments of a sexual nature whether directed specifically at any particular individual or not.
- Suggestions that sexual favours may further an employee's career, or that refusal may hinder it.

The Employer regards sexual harassment as a form of intimidation which has the effect of insulting and demeaning the employee to whom it is directed. It is therefore unacceptable in the working environment and the Employer will take positive action to prevent its occurrence.

Responsibility of Employees

All employees have a personal responsibility not to harass, sexually harass or bully other members of staff, or to condone harassment or bullying by others. Harassment including sexual harassment and bullying is serious misconduct and action may be taken under the disciplinary procedure against an employee found to have harassed or bullied an individual at work. Employees should also be aware that they could be personally liable by law if they harass anyone at work. All employees have a duty to assist in the creation of a safe working environment, where unacceptable behaviour is not tolerated. Any employee who becomes aware of harassment or bullying occurring should bring the matter to the attention of his/her manager.

Procedure

Where possible and appropriate, harassment and bullying complaints of any nature should be dealt with by using an informal approach, at least in the first instance. Informal action provides the opportunity to resolve allegations of harassment through informal discussion and mediation. Some people may not be aware that their behaviour in some circumstances is being perceived as bullying, harassment or sexual harassment. Using an informal approach gives the alleged harasser the opportunity to stop if directly approached by an employee, manager or through a mediation process. However, should the informal approach fail to stop the harassment or bullying, or if an employee agrees with their manager that the situation is so serious as to warrant formal action, the formal approach should be taken. This involves the complainant making a written complaint.

25. DISCIPLINARY PROCEDURE

AIMS AND OBJECTIVES

The Employer aims to ensure that there will be a fair, consistent and systematic approach to the enforcement of standards of conduct and performance for all its employees. With this aim, the Employer has devised procedures for dealing with these conduct and performance issues which incorporate the recommendations given in the Advisory Conciliation and Arbitration Service (ACAS) Code of Practice. There is also an appeals procedure which may be invoked by employees who disagree with actions taken under the disciplinary procedure.

RIGHTS TO BE ACCOMPANIED

You have the right to be accompanied at formal disciplinary hearings. You may nominate a single companion who is either:

- A colleague from the work place; or,
- A trade union official, suitably certified by the union.

You may choose an official from any trade union whether or not the union is recognised by the Employer.

Nominated colleagues or trade union officials are free to choose whether to accede to your request and no pressure should be brought to bear on an individual to do so.

We will provide reasonable paid time off for the nominated companion to attend hearings, consult with you and to become familiar with the details of your case.

The role of the companion is to support you at the hearing. Your companion has a statutory right to ask questions and to participate but not to answer questions on your behalf. Reasonable time will be allowed for you and your companion to confer privately during the course of the hearing.

DISCIPLINARY PROCEDURE

You are expected to maintain standards of conduct and performance appropriate to your job and in accordance with any general rules and work standards communicated to you during your employment.

OBJECTIVES

The disciplinary procedure adopted by the Employer, has the following objectives:

- To ensure that all disciplinary issues are dealt with in a consistent and fair manner;
- To ensure that disciplinary action is only taken after a full investigation of all the facts;
- To ensure that you have appropriate written notice of the times of disciplinary hearings and the charges against you;
- To ensure that at every stage of disciplinary action, you have the opportunity to state your case;
- To ensure that you have the right to be accompanied to the disciplinary hearing;
- To ensure that you receive appropriate written confirmation of any disciplinary action taken against you; and,
- To ensure that you are given the right of appeal.

PRE-DISCIPLINARY COUNSELLING AND SHORT SERVICE DISMISSAL

If your conduct or performance falls below the standards expected, we will discuss this with you in order to identify the cause of the problem and encourage you to improve.

Whilst the overall aim of these counselling discussions is to avoid the need to take formal disciplinary action, you should be aware that failure to make the agreed improvements in behaviour will result in the matter being pursued on a formal basis under the disciplinary procedure.

We do however, reserve the right in respect of disciplinary and capability issues, to take into account your length of service and vary the procedures accordingly. If you have a short amount of service, you may not be in any receipt of any formal warnings before dismissal, but you will retain the right to a hearing and you will have the right of appeal.

FORMAL DISCIPLINARY ACTION

The overall objective of the procedure is to help and encourage you to correct behaviour and return to observing the proper standards of conduct and performance. There are three stages to the disciplinary procedure and action may be started at any stage of the procedure, including final written warning, depending on the seriousness of the alleged misconduct. You should be aware that where your conduct or behaviour constitutes gross misconduct (see definition given later in this section), you may be liable to summary dismissal (without notice).

Informal meeting.

You will be asked to attend an informal meeting with a manager or a director. At the meeting we will explain any shortfall in your conduct and/or your performance. You will be given a time frame to improve. There is no right to be accompanied at this meeting as it is informal only. The conversation will be backed up in writing setting out areas for improvement. If your performance or conduct does not improve, we will invoke the formal disciplinary procedures.

Stage 1– First Written Warning

If your conduct does not improve within the time allowed, or if the first offence is sufficiently serious to merit it, a written warning may be considered. You will be asked to attend another meeting with a manager or a Director. This meeting will be called only after a thorough investigation of all the facts. You will be given prior written notification of the meeting including a clear statement of the allegations against you. As before, you will be able to nominate a companion to attend the meeting with you. A suitable date and time for the meeting will be agreed with you so as to enable all parties to attend and to prepare in advance. You will be given a copy of this disciplinary procedure as part of your preparation. During the meeting, the grounds on which disciplinary action is being considered will be stated, and you will be presented with any available evidence. You will be given the opportunity to answer any allegations made and put forward any explanation and/or mitigating circumstances.

If there is no satisfactory explanation for the misconduct, you will be given a written warning. This warning will state clearly:

- The standards of conduct required from you;
- The time to be allowed for improvement before further action may be considered;
- Any help, or support, where appropriate to help you achieve the improvement required;
- The consequences of failure to improve, i.e. final written warning
- Your right of appeal and the procedure available for appeal against the disciplinary decision;

This written warning will be retained on your personal file for 9 months from the date of the warning after which time the warning will be removed from your file.

Stage 2 – Final Written Warning

If your conduct does not improve within the time allowed, or if the first offence is sufficiently serious to merit it, you may be issued with a final written warning.

The process followed will be exactly as described at stage 2. Failure to provide a satisfactory explanation for the misconduct will result in a final written warning. This warning will state clearly:

- The standards of conduct required;
- The time to be allowed for improvement before further action may be considered;
- Any help or support, where appropriate, to help you achieve the improvement required;
- The consequences of failure to improve (dismissal); and,
- Your right of appeal and the procedure available for appeal against the disciplinary decision.

This final warning will be retained on your file for 12 months after which time the warning will be removed from your file.

Stage 3– Dismissal

If your conduct does not improve within the time allowed, or if the first offence is sufficiently serious to merit it, dismissal may be considered. The process followed will be as described for Stage 2 and 3 of the procedure. However, in the absence of a satisfactory explanation for the misconduct, you will be dismissed. You will receive an appropriate notice or payment in lieu of working your notice. You will remain an employee for the company, until the end of the notice period.

Within ten days of the disciplinary meeting, you will receive confirmation in writing of the reasons for your dismissal from the Employer. The letter will also contain confirmation of your right of appeal and the procedure for appealing against the decision.

Demotion

As an alternative to dismissal, the Employer may deem it appropriate to sanction a demotion.

DEFINITION OF MISCONDUCT

The following list, which is by no means exhaustive, indicates the circumstances in which you could be liable to disciplinary action under this procedure on the grounds of misconduct:

- Failure to comply with working instructions given by an authorised person;
- Failure to comply with the Employer's confidentiality procedures;
- Failure to comply with attendance requirements and procedures, i.e. working hours, holidays, sickness, other unauthorised or unreasonable absences from work;
- Improper care of the Employer's property or unauthorised removal of such property from the company's premises.
- Improper use of office facilities, such as telephones, fax machines and computers;
- Failure to comply with the Employer's e-mail and internet policy;
- Failure to observe any of the Employer's general rules and policies;
- Failure to comply with Health and Safety Rules and/or instructions for Health and Safety protection;
- Discourtesy to a client or colleague;

- Failure to comply with dress requirements;
- Failure to meet required standards of work where this is not due to capability; and,
- Negligence in the performance of duties.

The above is not an exhaustive list.

GROSS MISCONDUCT

In circumstances of gross misconduct, we will normally take immediate action at Stage 4 of the disciplinary procedure – dismissal. In most cases of gross misconduct, you will be suspended on full pay whilst a full investigation of the facts is carried out. In these circumstances, you will be informed in writing of your suspension.

Gross misconduct and summary dismissal will only be considered where there are reasons to believe that you have committed misconduct of such a serious nature that it constitutes a fundamental breach of your employment contract. The following list, although not exhaustive, gives examples of offences which could be construed as gross misconduct:

- Aggressive acts and/or physical violence;
- Indecent behaviour.
- Theft from the Employer, its employees or from customers or suppliers; or fraud
- Actions which bring the company into disrepute or causes us to lose faith in your integrity;
- Falsification and/or deliberate tampering of company records;
- Acts of incitement or actual acts of discrimination or harassment on the grounds of sex, race, religion, colour, ethnic origin or disability;
- Serious failure to observe the Employer's confidentiality standards;
- Possession or under the influence of illegal drugs at work;
- Non-compliance with Health and Safety requirements resulting in serious endangerment of the health and safety of yourself and others;
- Wilful and serious damage to company property; and,
- Any other reason giving rise to a right for summary dismissal, whether at common law or by statute.

APPEAL PROCEDURE

You are entitled to appeal against a decision taken at any stage of the disciplinary procedure. You are encouraged to make use of the appeal procedure should you feel that you have been unfairly treated in such circumstances. Using the appeal procedure will not prejudice your employment prospects in any way. You have the right to nominate a companion to accompany you at the appeal hearing as outlined in Appeal Section of these procedures.

PROCEDURE FOR LODGING AN APPEAL

The appeal should be made within five working days of either the following:

- Receipt of the written communication of a decision made under the disciplinary procedure; or,
- A verbal warning at stage one of the disciplinary procedures.

You should make the appeal in writing giving full supporting reasons. The appeal should be addressed to the person named in your individual statement of main terms of employment. An appeal hearing will be held to which you will be invited to attend. The date and time of the appeal hearing will be arranged with you in advance so that there is sufficient time to prepare yourself and your companion where relevant. Where necessary, the appeal hearing may be adjourned to gather further information or carry out an investigation of the facts. The hearing will reconvene once the investigations are complete. A decision will be communicated in writing to you within five working days of the appeal hearing reaching its conclusion. The warning of dismissal or notification of capability procedure will stand unaltered pending the outcome of the appeal hearing. The Employer reserves the right to instruct an independent third party, if the need occurs. A written record of the appeal hearing will be made in order to prevent any misreporting or misunderstanding. You will be given a copy of the written record and asked to agree to the content.

26. CAPABILITY PROCEDURE

The primary aim of this procedure is to provide a framework within which the Employer can work with employees to maintain satisfactory performance standards and to encourage improved performance where necessary. The Employer recognises the difference between a deliberate or careless failure on the part of an employee to perform to the standards of which they are capable (in which case the Employer will use the disciplinary procedure) and a case of incapability, where the employee is lacking in knowledge, skill or ability and so cannot perform to the standard required (in which case the Employer will use this capability procedure in an attempt to improve the employee's performance).

The Employer also recognises that during an employee's employment, capability to carry out their 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 the employee fails to keep pace with the changes or the employee changes and can no longer cope with the work. This capability procedure is **entirely non-contractual** and does not form part of an employee's contract of employment.

Minor capability issues will be dealt with informally through counselling and training. Informal discussions may be held with a view to clarifying the required work standards and the level of performance expected of the employee, identifying areas of concern, establishing the likely causes of poor performance, identifying any training or supervision needs, setting targets for improvement and agreeing a time-scale for review. However, in cases where informal discussion with the employee does not lead to a satisfactory improvement in performance, or where the performance issues are more serious, the following capability procedure will be used. At all stages of the procedure, an investigation will be carried out.

At all stages the Employer will give consideration to whether the unsatisfactory performance is related to a disability and, if so, whether there are any reasonable adjustments that could be made to the requirements of the employee's job or other aspects of the working arrangements.

The Employer will notify the employee in writing of the concerns over performance and will invite the employee to a performance review meeting to discuss the matter. The Employer will provide sufficient information about the poor performance and its possible consequences to enable the employee to prepare to answer the case. This will include the provision of copies of written evidence where appropriate.

Having given the employee reasonable time to prepare their case, a formal capability meeting will then take place, conducted by a manager, at which the employee will be given the chance to state their case, accompanied if requested by a trade union official or a fellow employee of their choice. The employee must make every effort to attend the meeting.

The purposes of the performance review meeting include: to set out the required standards that the Employer considers the employee has not met, to establish the likely causes of poor performance (including any reasons why any measures taken so far have not led to the required improvement) and to allow the employee the opportunity to explain the poor performance and to ask any relevant questions. Except in the case where dismissal is proposed, the purposes of the performance review meeting also include: to discuss measures, such as additional training or supervision, which may improve the employee's performance, to set targets for improvement and to set a reasonable timescale for review (reflecting the circumstances of the case). In a case where dismissal is proposed, the purposes of the performance review meeting also include: to establish whether there are any further steps that could reasonably be taken to rectify the employee's poor performance, to establish whether there is any reasonable likelihood of the required standards of performance being met within a reasonable time and to discuss whether there is any practical alternative to dismissal, such as redeployment to any suitable available job at the same or lower grade.

Following the performance review meeting, the Employer will decide whether or not formal performance action is justified and, if so, the employee will be informed in writing of the Employer's decision in accordance with the stages set out below and notified of their right to appeal against that decision.

Stage 1: Performance warning

The employee will be given a formal PERFORMANCE WARNING. This will set out the areas in which the employee has not met the required performance standards, targets for improvement, any measures, such as additional training or supervision, which will be taken with a view to improving the employee's performance, a timescale

for review and the likely consequences of failing to improve to the required standards within the review period. The performance warning will be recorded but nullified after six months, subject to satisfactory performance.

The employee's performance will be monitored, and, at the end of the review period, the Employer will write to the employee to advise him or her of the next step. If the Employer is satisfied with the employee's performance, no further action will be taken. If the Employer is not satisfied with the employee's performance, the matter may be progressed to Stage 2 or, if the Employer feels that there has been a substantial but insufficient improvement, the review period may be extended.

Stage 2: Final performance warning

Failure to improve performance in response to the procedure so far, or a first instance of serious poor performance, will result in a FINAL PERFORMANCE WARNING being issued. This will set out the areas in which the employee has still not met the required performance standards, targets for improvement, any further measures, such as additional training or supervision, which will be taken with a view to improving the employee's performance, a further timescale for review and the likely consequences of failing to improve to the required standards within the further review period, i.e. that dismissal will probably result. The final performance warning will be recorded but nullified after twelve months, subject to satisfactory performance.

The employee's performance will again be monitored, and, at the end of the further review period, the Employer will write to the employee to advise them of the next step. If the Employer is satisfied with the employee's performance, no further action will be taken. If the Employer is not satisfied with the employee's performance, the matter may be progressed to Stage 3 or, if the Employer feels that there has been a substantial but insufficient improvement, the review period may be extended.

Stage 3: Dismissal

Failure to improve performance in response to the procedure so far will normally lead to DISMISSAL, with appropriate notice. The Employer may first consider redeploying the employee with their agreement to another available job at the same or lower grade which is more suited to their abilities. A dismissal decision will only be made after the fullest possible investigation. Dismissal can be authorised only by a senior manager or a director. The employee will be informed of the reasons for dismissal, the appropriate period of notice, the date on which their employment will terminate and how the employee can appeal against the dismissal decision.

Appeals

An employee may appeal against any decision under this capability procedure, including dismissal, to the person named in your individual statement of main terms of employment.

Appeals should be made in writing and state the grounds for appeal. The employee will be invited to attend an appeal meeting.

At the appeal meeting, the employee will again be given the chance to state their case and will have the right to be accompanied by a trade union official or a fellow employee of their choice.

Following the meeting, the employee will be informed in writing of the appeal decision.

The Employer's decision on an appeal will be final.

27. GRIEVANCE PROCEDURE

OBJECTIVES

In the great majority of cases, complaints are best dealt with satisfactorily through informal discussions between you and your Line Manager and it is in your interests to talk to your Line Manager about any aspects of work or your working relationship that concerns you. However, where issues cannot be resolved in this way, the Employer has a formal procedure for grievances or complaints. The aim of the grievance procedure is to ensure that such issues are dealt with fairly and speedily before they develop into major problems or disputes. The procedure is designed to maintain good relations within the company and you are encouraged to make use of it should any problem arise that you are unable to resolve satisfactorily with your Line Manager.

RIGHT TO BE ACCOMPANIED

You have the right to be accompanied at all meetings held as part of the Employer's formal grievance procedure. You may nominate a single companion who is either:

- A colleague from within the workplace; or

- A full-time official employed by a trade or a lay trade union official suitably certified by the union as having experience or training in accompanying employees at formal hearings of this nature.

You may choose an official from any trade union whether or not the union is recognised by the Employer.

Nominated colleagues or trade union officials are free to choose whether to accede to your request to act as a companion and no pressure should be brought to bear on an individual to do so.

We will provide reasonable paid time off for the nominated companion to attend hearings, consult with you and to become familiar with the details of your case.

The role of the companion is to support you at the hearing. Your companion has a statutory right to ask questions and to participate but not to answer questions on your behalf. Reasonable time will be allowed for you and your companion to confer privately during the course of the hearing.

USING THE GRIEVANCE PROCEDURE

Using the grievance procedure will not prejudice your future employment prospects in any way. Records or written evidence of matters raised under the procedure will not be retained on your personal file after the problem has been resolved.

There is a separate procedure for appeals against action taken under the disciplinary procedure.

There are three stages to the formal grievance procedure and these are as follows:

First stage – raising the grievance

Where the grievance or complaint cannot be resolved informally, you should put your grievance in writing, to your Line Manager. Where the complaint involves your line manager, the issue should be raised with a more senior manager higher up the management structure.

Second stage – hearing

Once your Line Manager has had time to consider your complaint, you will be invited to attend a hearing in order to discuss it. You will be told of your statutory right to be accompanied as outlined in this procedure. You are obliged to make every effort to attend the hearing. Everything reasonably possible will be done to solve the problem fairly at this stage through open and honest discussion at the hearing.

Your Line Manager will respond to your grievance within five working days of the hearing taking place. If it is not possible to respond within this time, you will be given a written explanation for the delay and told when a response can be expected.

Third stage – the appeal

If the situation is not resolved to your satisfaction at stage two, you may appeal against the decision. You should raise the matter in writing with the person named in your individual statement of main terms of employment.

They will arrange to hear your appeal, whenever possible, within five working days and you will be reminded of your statutory right to be accompanied at the appeal hearing.

Following the appeal hearing, you will be advised of the final decision in writing within ten working days of the hearing. If it is not possible to respond within this time, the employee should be given a written explanation for the delay and told when a response can be expected.

The grievance procedure is exhausted at the end of this stage.

Records

Records will be kept by the Employer detailing the nature of the grievances raised and the Employer's response including any action taken and the reasons. All such records will be strictly confidential. If you have raised a grievance, due process as detailed above will be followed and you will be provided with information specific to investigation in the grievance outcome letter.

EMPLOYEE HANDBOOK



You can write your own notes here



**PLEASE SIGN
COMPLETE THE
TRAINING
RECORD, ENSURE
YOUR PICTURE
HAS BEEN TAKEN,
SIGN THE RECEIPT
ON THE NEXT
PAGE, REMOVE
BOTH PAGES AND
RETURN TO THE
OFFICE**

EMPLOYEE HANDBOOK



TRAINING RECORD

The training tasks set out below form part of your basic training needs. This serves as your record of what you have been trained in and it is up to you to mark it off. We will record training centrally in the office.

NAME: _____

TRAINING TASKS	DATE INSTRUCTED	DATE COMPLETED	TASK	SIGNATURE Instructor
MOP SWEEPING				
SINGLE SOLUTION MOPPING				
MACHINE BUFFING				
SPRAY CLEANING				
MACHINE SCRUBBING & DRYING				
VACCUUM CLEANING				
HIGH LEVEL CLEANING				
WINDOW CLEANING				
DUSTING DAMP WIPING WASHING POLISHING				
SANITARY APPLICANCE CLEANING				
C.O.S.H.H. TRAINING IN THE USE OF CHEMICALS.	Also in employee handbook			
MANUAL HANDLING	Also in employee handbook			

To complete online go to
<https://office.rgscleaningltd.co.uk/training-record>
 Or scan the QR code.



Employee Handbook Receipt

This Handbook has been drawn up by the Company to provide you with information on employment policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with Management.

It is important that you do this before signing that you have read, understood and are willing to abide by all the Company's terms and conditions.

I acknowledge receipt of this Employee Handbook, which is the property of the Company, and which forms an integral part of my Contract of Employment.

Received by NAME:

(Employee) Signature:

Date ____/____/____

To complete online go to

<https://office.rgscleaningltd.co.uk/training-record/>

Or scan the QR code.

