

# Company Handbook

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## Introduction

This employee handbook has been designed as an accessible reference document. There are many matters and conditions, which affect your employment with timeware (UK) Ltd, and it is important that you are aware of them.

The purpose of this handbook is to inform you about your rights as an employee, what to expect from timeware (UK) Ltd (“the Company”) and what the Company expects from you.

This handbook provides factual information, it is intended to support the process of consultation rather than replace it. Open communication is important and if you have any queries or problems you should consult with your Manager.

The policies and procedures contained in the handbook are reviewed regularly and are therefore subject to change.

## Mission Statement

Welcome to timeware (UK) Ltd

Welcome to the team. You have chosen to join one of the best-known and most successful businesses in our industry. Through acquiring the skills and knowledge you need to advance your career, you will also be making your own individual contribution to our future.

Here at timeware (UK) Ltd we are proud of our unique reputation for the quality of our service and our commitment to both customer and employees. As we face new challenges and changing markets, we will be looking to you to apply your drive and skills so that we can build on our existing reputation and help move the business forward.

## Company Procedures

### 1. Salaries

Basic salaries are paid by BACS each month. Details as to when you are paid are stated in your individual statement of terms and conditions.

All payments are in respect of one full calendar month.

The Company does not as a general rule pay advances. In cases of extreme hardship the Managing Director will listen to requests submitted by management on your behalf. Any advance agreed will be at the discretion of the Company and will not exceed the net pay value of any accrued wage entitlement at the date of the advance.

If you have been inadvertently overpaid or underpaid for any reason, you must notify the Accounts department straight away. The over or underpayment will normally be corrected at the next payment. If it is later discovered that you were overpaid, the Company reserves the right to deduct such overpayment from your salary. Arrangements can be made for a longer period of repayment in cases of hardship.

Salaries will be reviewed annually in as per your individual terms and conditions, taking into consideration performance levels and profitability of the business.

All expenses incurred by the employee on behalf of the Company will be reimbursed by the Company after approval by management. A valid receipt must support all claims wherever possible.

## 2. Sickness, Absence and Pay

If you are unable attend work, for whatever reason, you should:

- Notify the Company before 8.30am. on the first day of absence.
- Speak to Simon Birchall or Nathan Price in person explaining the reason for absence and when you will be returning to work.
- It is your responsibility to keep the Company informed of your continuing illness or otherwise. You must contact the Company on the day that each sick note expires (whether or not you expect to return to work) and inform them of your intentions.

On your return to work you are required to complete a "Return to Work Questionnaire" detailing the reason for your absence. This should be handed to your immediate Manager.

During authorised absence due to sickness, you are entitled to Statutory Sick Pay ("SSP"), provided you earn more than the minimum criteria set out in the SSP regulations. If you are sick for a period of four or more days, you may be paid SSP by us, if you are eligible. SSP is treated the same as wages and is subject to Income Tax deductions and National Insurance contributions.

Before payments of SSP are made to you there is a period of three waiting days. These will start from the first day that you should have been available for work.

If you are sick and your absence has been, or you think it will be longer than seven days, you must obtain a doctor's medical certificate and submit it to your immediate Manager. If your sickness runs over seven days, you must notify the Company once a week and supply us with a doctor's medical certificate to cover your absence. If you do not comply with these procedures, your SSP may be delayed or not paid at all.

At management's discretion, you may be paid 'Company Sick Pay.' Company Sick Pay is paid at your normal rate of pay for two weeks. Thereafter, you will be paid Statutory Sick Pay.

On your return to work after a period of sickness of less than seven days, you must complete the Self Certification documentation and hand it to your immediate Manager.

Payments may be withheld if the employer believes there is reason to doubt the validity of a claim for sick pay. It should also be noted that failure to abide by the above requirements might lead to disciplinary action. The Company reserves the right to order an independent examination where deemed necessary. Unauthorised absences or false reporting of sickness are serious disciplinary matters.

If you are taking medication, you must inform your doctor of the nature of your work and your Manager as some medication causes drowsiness, which can be dangerous when dealing with machinery.

If you are absent from work as a result of an injury or illness for which you later receive compensation, you agree to reimburse the Company for any sick pay that you have received that the Company is unable to recover from any other sources.

The Company reserves the right to call, at any time, for you to have a medical examination by a doctor of the Company's choice.

Absence levels will be continually monitored and high levels of absence may lead to disciplinary action and warnings, each case will be assessed on its merits and within the Disciplinary Procedure. In order to investigate absence from work, the Company reserves the right to make home visits to the employee from time to time as considered necessary.

### 3. Probation

All new employees who join the Company will have a 12 month probationary period. You will be constantly reviewed during this period. If the Company is not satisfied with your performance, conduct or suitability you may be dismissed with your statutory notice. You will have a Probationary Period Review Meeting on completion of your Probationary Period Review. The Company reserves the right to extend the Probationary Period should the required standard not be met for a further three months.

### 4. Working Time Directive

The Working Time Regulations provide that an employee shall not work in excess of the “working week” (currently an average of 48 hours each week over a 17 week period).

All employees will be monitored over a 17 week period from their date of joining the Company and assess their working time.

The Company for operational reasons may ask certain employees to opt out of the working week limit. Where this occurs and the employee consents, the employee may at any time end the agreement by giving the Company three months’ notice in writing. Upon expiry of the notice period, the working week limit should apply with immediate effect.

If you plan to take up additional employment, you must discuss the nature of the additional employment with your immediate Manager, in order to comply with the Working Time Directive Regulations 1998. This is to assess the effect that this additional employment will have on your ability to perform your work for this Company. You must obtain written confirmation from the Company authorising any additional employment.

### 5. Starting Time

You are expected to start work at your agreed starting time. Persistent lateness may result in disciplinary action being taken.

You are entitled to an unpaid break for your lunch; the length of break is detailed in your individual statement of terms and conditions.

### 6. Holidays

The Company holiday year commences on the 1<sup>st</sup> August and finishes on the 31<sup>st</sup> July. All full-time employees will be entitled to 25 days holiday plus statutory Bank Holidays. Part-time employees are entitled to an equal amount of holiday pro-rata to the hours they work. If you either commence or terminate your employment during the year, holiday entitlement will be calculated as a proportion of annual entitlement for each complete month of service during that holiday year rounded to the nearest day.

If you are required to work on a Bank Holiday, you will be credited 1.5 days annual leave.

All holiday requests and will be granted on a first come first served basis. All holidays will be entered onto Wrike and timeware.

The operational running of the Company must be maintained at all times.

The Company respects the religious persuasions of all its employees and will endeavour to ensure that appropriate holidays can be granted for the observance of religious holidays and festivals. Any holidays taken will be deducted from your entitlement.

## 7. Pension

You are currently entitled to participate in a Stakeholder Pension Scheme; details of the scheme can be obtained from your Manager.

## 8. Training

The Company undertakes to provide you with the necessary training to enable you to perform your contracted duties. Your training will include Health and Safety training; this is to ensure your own safety and that of your fellow colleagues. The Company reserves the right to train you in other duties and it is a condition of your employment that such training courses achieve a satisfactory outcome. In consideration of the training which an employee receives from the Company, a deduction of an appropriate amount will be deducted on termination of your employment if you leave the Company within one year of the training.

## 9. Flexibility

The Company reserves the right to amend your job role if the needs of the Company require it. It may also be necessary for employees to take over relevant duties not normally undertaken, particularly during holiday periods. In order that the Company can operate more effectively, it is an express condition of employment that all employees of the Company should be prepared to transfer alternative roles and duties within the Company if the needs of the business require it.

## 10. Mobility

Due to operational needs you may be required to transfer to alternative premises either temporarily or permanently. In order that the Company can operate effectively, it is an express condition of employment that all employees should be prepared to transfer to different sites should the needs of the business require it.

Any transfer will only be undertaken within reasonable commuting distances and individual needs and circumstances will be taken into account when any decision is made.

## 11. Health and Safety

The Company's Health and Safety Policy and Operational Guidelines are set out in a separate Health and Safety Policy Manual. All employees are required to comply with Health and Safety regulations on which full training is provided both during induction and on an ongoing basis. If you wilfully or by neglect fail to observe the Company Health & Safety Rules and Regulations, you render yourself liable to disciplinary action. In serious cases, such action may include dismissal. Should you have any concerns with regard to Health & Safety, these should be immediately brought to the attention of the Health and Safety Consultancy Manager in writing. Should your concerns persist, you should put your concerns in writing to the Managing Director.

You must wear protective clothing when this is provided and follow instructions regarding its use. This is a requirement of the Health and Safety at Work Act 1974.

If you are issued with protective clothing, footwear, headgear and other items, then they are issued to protect you because of the nature of your job. Failure to wear issued safety equipment will be regarded as a contravention of the Health and Safety at Work Act 1974. It is your responsibility to look after these items and to report any damaged or faulty equipment or clothing.

## 12. Kitchen Facilities

The Company provides kitchen facilities for employees' use. This area must be kept clean and tidy at all times.

## 13. Telephone Usage

Personal calls are only allowed in the case of an emergency and with the authorisation of Management.

The Company would like to remind all employees that they are paid to work for the Company. Friends and relations should be discouraged from telephoning or visiting in person except in the case of an emergency.

Employees issued with Company mobile phones are only permitted to use the phone for authorised calls. Under no circumstances should mobile phones be used whilst driving Company vehicles, unless using an approved hands free kit.

### MOBILE PHONES – Use of mobile phones whilst driving.

Drivers are reminded that it is a criminal offence to drive whilst using a mobile telephone, which is not on hands free. Driving includes being in control of the vehicle, which includes being stationary with the engine running. Hand held mobile telephones should only be used when parked up with the engine off.

The Company takes this matter seriously and using a mobile telephone whilst driving in a Company vehicle at any time or on Company business will be regarded as gross misconduct, which will render the employee subject to summary dismissal.

## 14. Mail

No private mail may be posted at the expense of the Company except in the circumstances where a formal re-charge arrangement has been made. Private mail should not be sent c/o the Company, as all mail that is received by the Company will be opened, including that which is sent to an individual.

## 15. Copyright

Unauthorised copying of software is an infringement of copyright. Accordingly, you agree that you will not copy any software utilised by the Company.

Further, you agree that you will not install any software on any computer of the Company without express approval of the Managing Director.

All written material, whether held on paper or electronically which was made or acquired by you during your employment with the Company is the Company's property and our copyright. At the time of termination of your



employment or at any other time upon demand, you shall return to the Company any such material in your possession.

## 16. Employee's Property

You are required not to bring valuable personal items onto the premises. The company does not accept liability for the loss or damage to any personal item. Any loss or theft of items must be reported.

You are not permitted to buy and sell goods on your own behalf on Company premises without authorisation from Management.

## 17. Company Property

Employees are not permitted to use Company property for any purpose other than its intended use. Company property must not be removed from the premises unless with prior approval. The appropriate Management must be notified of any damage to Company property or premises. It is an express term of your Contract of Employment that if Company property is damaged, lost or stolen through your own negligence or fault, then the Company may deduct the cost of repair or replacement from your salary. Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal any decision.

## 18. Corporate Dress

The personal appearance of employees reflects on the Company. You are expected at all times during business hours to be neatly and appropriately dressed and well groomed.

## 19. Communication

It is Company policy to keep you informed of any changes that may affect you and items of interest. This will be done through the use of the notice boards, meetings or by letter. It is your duty to regularly check the notice board.

The Company reserves the right to change your terms and conditions subject to your agreement. Any changes will be discussed with you prior to the proposed change in a consultation exercise.

## 20. Behaviour Outside Work

Normally the Company has no jurisdiction over employees outside working hours. However, if your activities outside work adversely affect the Company, then they will become an issue. The following will result in disciplinary action.

- Bringing the name of the Company into disrepute.
- Adverse publicity
- Actions that result in loss of faith in the Company resulting in cancelled orders
- Actions that result in loss of faith in the integrity of the individual

The detriment suffered by the Company will determine the level of misconduct and most suitable disciplinary stage considering the circumstances. Your employment could be terminated if your actions cause extreme embarrassment or serious damage to the reputation or image of the Company.

Disciplinary action will only be taken after the Company has fully investigated the facts. If necessary, the Company will suspend you for this period of time, you will receive normal rates of pay. The rules and procedures covering disciplinary hearings and appeals will still apply.

## 21. References

Any request for a reference must be made to or passed onto the Managing Director without exception.

You must not give any reference either verbal or written on behalf of the Company without express authority from the Managing Director. Failure to comply could have serious consequences for the Company and may lead to disciplinary action being taken.

## 22. Non-solicitation

It is a condition that you will not solicit, contact or approach any client of the Company in order to obtain or attempt to obtain their business for yourself or others or divulge the details of any client or customer of this Company to a competitor for the period of one year from the effective date of termination of employment.

## 23. Statements to the Media

Only the Managing Director will give any statement to reporters from the newspapers, radio, television etc. Alternatively, they may issue specific instructions to others to do this.

## 24. Gifts and Gratuities

You must declare any gratuities, gifts, hospitality or favour (other than reasonable entertainment or hospitality in the course of your performance of duties on behalf of the Company) from any customer or supplier or from any perspective customer or supplier to your direct Manager.

## 25. Inventions

Any invention or discovery made by you will become Company property if it was made:

- In the course of normal duties under circumstances that a discovery/invention might reasonably be the expected result.
- Outside normal duties but during duties specifically assigned to you, when a discovery/invention might reasonably be the expected result.

## 26. Confidentiality

The Business operates a very strict policy with regard to confidential information. You will appreciate that the very nature of the business is such that its success will depend on information remaining confidential. This information includes, but is not limited to:

- Marketing and sales policies
- Pricing information
- Customer information
- Supplier information
- Accounts and budgets
- Staff remuneration

- Products and services

The affairs of the Company's clients are also private and any information that you obtain about clients during the period you are employed must be regarded as confidential. The Company will regard any breach of confidentiality as a disciplinary offence and any breaches may lead to dismissal. Accordingly, you agree that during and after your employment, you will not disclose any confidential information that has come to your attention during the course of your employment. You will at all times protect and maintain the confidentiality of the Company's information and that of its clients and may only disclose such information as required by law or as is necessary during the course of your duties with the company. You understand that this obligation will continue at all times, both during and after the termination of employment unless and until the information has come into the public domain.

## 27. Notice Periods

The details of your notice are in your Terms and Conditions of Employment. If you leave the Company without working or giving the required notice and the Company incurs any additional expense(s) from covering your duties during your notice period because you have failed to work it, then these costs will be deducted from any final payment. **This is an express term of your Contract of Employment.**

If you are dismissed for Gross Misconduct you will not be entitled to notice or notice pay.

You must inform the Company in writing of your wish to terminate the Contract of Employment. The period of notice will begin from the date of this notification. The last day of service should be mutually agreed between you and your immediate Manager and confirmed in writing.

The Company reserves the right to place an individual who is on notice on "Garden Leave" i.e. during your notice period to require you to neither attend your place of work, nor to contact clients/customers and nor to provide you with any work. This right is exercisable at the absolute discretion of the Company. Whilst on Garden Leave you would be paid basic pay and still be subject to the Company's Rules and Disciplinary Procedures.

## 28. Termination of Employment

The retirement age within the Company is 65 years for all employees both male and female. You would normally retire on your 65<sup>th</sup> birthday. Any continuation of employment after your 65<sup>th</sup> birthday is at the discretion of the Company.

If the situation arises where there is a reduction of work or there is an occurrence that may affect the normal running of the Company, the Company reserves the right, in line with your Terms and Conditions of Employment to:-

- Lay-off without pay, other than Statutory Guarantee Pay
- In any three-month period, the Company will pay up to five days Guarantee Pay at the current Government regulated rate. If the Lay-off lasts longer than five days, you will be given a letter to take to the Benefits Agency. Even though you are still an employee of the Company, you should be able to "sign-on" as temporarily unemployed.

Wherever possible, alternative suitable work will be offered to employees best suited to carry out whatever work is available. Short Working Hours or periods of Lay-off do not affect your continuity of employment. If you are laid off, you must still be available for work as and when necessary.

A redundancy situation arises where the work for a particular role has ceased or diminished, normally as a result of economic, technical or organisational change. The Company will endeavour to consider all reasonable steps to avoid compulsory redundancies. If a redundancy situation arises, the following steps will be considered to prevent redundancy: -

- Lay-off or short-time working (without pay) other than Statutory Guarantee Pay
- The Company will seek to find volunteers as the first step, but reserves the right to refuse particular volunteers if the needs of the Company require it.

In the case of compulsory redundancy, the Company will ensure that Employees are fully consulted both individually and if necessary collectively. A selection criterion will be adopted and alternative work will be considered if any is available. The Company will make sure you are given every opportunity to put forward any views of your own during consultation. Statutory notice pay will apply in redundancy situations, although you will not necessarily be required to work your notice period.

## Company Policies

### 29. Bullying and Harassment and Discrimination

Bullying and harassment is behaviour that makes someone feel intimidated or offended. Harassment is unlawful under the Equality Act 2010.

The Company does not tolerate bullying and anyone who is guilty of bullying will face disciplinary action, which in appropriate circumstances could include dismissal.

The Company operates an anonymous Complaints Procedure for those employees who wish to make any complaint or disclose any incident that could reasonably amount to bullying. You can forward the details to any member of Management and the Company will keep the information confidential unless or until the discloser permits the release of such information.

This does not prevent the use of any Grievance Procedure.

All employees are under a moral and Company duty to disclose any incident of bullying. The only way bullies escape detection is if others permit their behaviour. We do not and nor should you.

Please request Bullying and Harassment and Discrimination Policy for full details of definitions and procedures.

### 30. Company Vehicles

- Authorised drivers may only drive company vehicles. Drivers must hold and be able to show proof of a full driving licence. You shall on request produce your driving licence for inspection.
- The Company must be informed immediately if you are prosecuted for any road traffic offences or if your driving licence is endorsed or you are disqualified from driving. The driver of the vehicle concerned is responsible for the payment of any fines incurred as a result of a motoring offence, including parking fines. This applies to any non-employee who may be authorised to drive your company car and it is the responsibility of the car user to ensure this.
- If a Company vehicle has been allocated to you, you are responsible for that vehicle whilst it is in your care. The vehicle must be kept clean and tidy at all times and driven in accordance with the Road Traffic Acts. Regulations. Under no circumstances should mobile phones be used whilst driving Company vehicles, unless using an approved hands free kit and authorised by Management.
- The Company does not take any responsibility for personal items within the Company vehicles.
- Company vehicles are not insured to carry unauthorised passengers and you should obtain authorisation before carrying any passengers. Company vehicles may not be used for any purpose other than that which has been previously authorised.
- Should you be disqualified from driving for any reason, the Company cannot guarantee to find you alternative employment and may dismiss you from employment.
- It is the driver's responsibility to ensure that the vehicle is kept in good repair. You must make the necessary arrangements through the normal channels to ensure this.
- Even though you may be authorised to use the vehicle for social, private and domestic use, you may not take the vehicle out of the country without specific permission. If you take the vehicle abroad you will be responsible for any recovery cost and are advised to insure against it.

By using a Company vehicle, you agree that if a Company vehicle is damaged by your negligence, you may be liable to pay any excess.

You may only park your car in the designated parking areas. Personal vehicles are parked at your own risk and the Company does not accept liability for any damage to them.

### 31. Data Protection

The Company has a statutory duty to ensure that all personal information relating to employees is kept confidential under the Data Protection Act.

Employees may be required to give certain information relating to themselves in order that the Company may properly carry out its duties, rights and obligations as an Employer. The Company will process and control data principally for personnel, administrative and payroll purposes.

The Company will take all reasonable steps to ensure that personal data is secure and is only made available to those persons who require access in order to perform their role in the course of the Company's business.

Personnel information will be kept on file during your employment with the Company for a period of up to six years following the termination of your employment.

You are entitled to request a description of the personal data held on your personnel file, the purposes for which the data are being processed and the persons to whom the data may be disclosed (e.g. Inland Revenue) if you wish to make such a request, it should be made to the Managing Director together with a fee.

You are not entitled to have access to any reference the Company may give in confidence on your behalf nor personal data processed for the purposes of Company planning and forecasting.

It is a statutory duty under the Data Protection legislation for the Company to maintain accurate personnel records. It is your responsibility to inform the Company of any change in your personal details.

### 32. Disability Policy

It is Company policy to give reasonable consideration to providing facilities for recruitment, employment and promotion of disabled employees. The Company is also committed to the aim of continuing the employment of those who may be disabled during the course of their employment but who remain capable of working.

If you have a disability for the purposes of the Disability Discrimination Act, please notify your Manager so that reasonable adjustments can be considered.

The Company is committed to preventing and discouraging discrimination, harassment and victimisation of any employee because of his or her disability. Offensive or intimidating behaviour towards a person because of his or her disability should be reported immediately.

You have a duty to co-operate with the Company to ensure that this policy is effective and to ensure that your colleagues are treated with respect and dignity.

The Company does not and will not tolerate any disability discrimination, harassment or victimisation and anyone found to be acting in such a way will face disciplinary action, which may include dismissal.

### 33. Display Screen Equipment

If you are using display screen equipment as part of your normal duties continuously for one hour or more per day you are entitled to undertake an eye test at regular intervals as dictated by an optician. The Company will meet the cost of such eye tests providing the following criteria are met.

All eye tests must be arranged through the Company. The test will be limited to an assessment of visual capability needed for DSE usage and are not a substitute for regular and more comprehensive tests.

To arrange an eye test you must agree this with your manager who will provide you with the appropriate form. This form will need to be handed to the optician who will make any recommendations to the Company. You MUST obtain a receipt and return the optician's report to your manager to ensure reimbursement of expenses.

### 34. Drugs and Alcohol

The Company has an alcohol and drugs policy. The Company regards the use of drugs or alcohol as a disciplinary offence. The abuse of drugs or alcohol in the workplace may lead to your dismissal. The following rules will apply:

- If an employee is found to be consuming alcohol or under the influence of alcohol in the workplace or in their working hours, then this will be treated as gross misconduct under the Company's disciplinary procedure.
- The taking of drugs or being under the influence of any drugs by an employee in the workplace or during working hours, then this will be treated as gross misconduct under the Company's disciplinary procedure.
- The possession of drugs for any other reason other than medical is forbidden. If you are taking drugs for a medical reason, then you should inform your Manager and if they will affect your ability to work.
- The Company may ask you to undertake a medical examination if you have a problem in relation to drugs and/or alcohol to assess if this is affecting your ability to work. The Company will decide whether to treat it as a disciplinary matter.
- The Company will inform the Police if it believes there has been an abuse of controlled drugs for which criminal controls are appropriate by its employee either in the workplace or when working on behalf of the Company when they are off the Company's premises.

### 35. Electronic Mail

Employees must word all e-mails appropriately in the same professional manner as if they were composing a letter.

The content of any e-mail message sent must be neither defamatory, abusive nor illegal and must comply with the Company's Equal Opportunities Policy. Sending and receiving of obscene, pornographic or other offensive material will not only be considered to be gross misconduct but may also constitute a criminal offence.

The e-mail system is in place to facilitate the business of the Company. It should not be used for personal mail, whether internal or external.

You should be aware that although it is not normally Company policy to monitor employees' e-mails the Company will monitor mail to ensure the system is not being misused. Employees wishing to send confidential non-work related e-mails should do so on their personal equipment and advise personal e-mail contacts never to send any personal e-mail to them at work.

Employees must be careful of what is said in e-mail messages as the content could give rise to personal liability or create liability for the Company. You must also avoid entering into commitment yourself or on behalf of the Company without having received prior and express authorisation to do so.

Employees must ensure that they have the correct e-mail address for intended recipients. If you inadvertently misdirect an e-mail you should contact your Manager immediately you become aware of the mistake. Failure to do so may lead to disciplinary action being taken.

Employees should note that e-mail messages may have to be disclosed as evidence at Court proceedings or investigations by regulatory bodies and therefore, may be prejudicial to both their or the Company's interests. You should consider that hard copies of e-mails may be taken and backup discs may retain records of e-mails even when these have been deleted from the system.

Disciplinary action will be taken against any employee who is found to be in breach of these guidelines and depending upon the circumstances and seriousness of the breach, this may result in summary dismissal.

### 36. Environmental

The Directors/Management of the Company undertakes to:

- Comply with all Government Regulations, Guidelines and Codes of Practice.
- Re-cycle waste wherever possible.
- Minimise environmental disturbances in all our activities.
- Conserve and minimise the use of energy, water and disposable materials.
- Promote within the Company environmental awareness and understanding.
- Ensure so far as possible, sub-contractors and suppliers, comply with Government Guidelines and Regulations.

### 37. Equal Opportunities

The Company is committed to a policy of treating all its employees and job applicants equally. No employee or prospective employee shall receive less favourable treatment on the grounds of race, sex or marital status, nationality, ethnic origin, religion or beliefs, sexual orientation, gender re-assignment, age or disability. Neither will any person be disadvantaged by any conditions of employment or Company requirements that cannot be justified as necessary on operational grounds.

The Company shall appoint, train, develop and promote on the basis of merit and ability.

All employees have a duty, both morally and legally not to discriminate against individuals. Managers and Supervisors who are involved in the recruitment, selection, promotion and training of employees have special responsibility for the practical application of the Company's Equal Opportunities Policy.

The grievance procedure is available to any employee who believes that they may have been unfairly discriminated against. If you feel or consider that you have been disadvantaged on one of the grounds above, DO NOT HESITATE to report the matter in order that the issue can be investigated and resolved.

Disciplinary action will be taken against any employee who is found to have committed an act of unlawful discrimination, which includes direct discrimination, indirect discrimination, harassment or victimisation. Serious contravention of this Policy may be treated as gross misconduct and may result in dismissal.

If there is any doubt about appropriate treatment under the Company's Equal Opportunities Policy, employees should consult their Manager.



## 38. Flexible Working

All employees who have been continuously employed with the Company for 26 weeks may make a request for flexible working in order for them to care for a child under the age of six, or if the child is disabled, under the age of 18. To make a request the employee must be the mother, father, adopter, guardian, or foster parent of the child or be married to the partner of any of the aforementioned.

- To apply for flexible working hours the application must be in writing setting out the following: -
- The specific change(s) you are applying for.
- The date of the application and date for proposed change.
- The relationship you have with the child.
- The date of any previous applications for flexible working
- How you think the requested change(s) will affect the Company
- How any difficulties with complying with your request may be overcome.
  
- You have the right to request changes in relation to: -
- The number of hours you work.
- The time of work and/or
- The job location.

Only one application for flexible working may be made to the Company in any 12-month period.

Within 28 days of the Company receiving a written request, a meeting will be arranged to discuss the application. The purpose of the meeting is to provide you and the Company with the opportunity to explore the desired work pattern and to discuss how it might be accommodated or whether there are any other suitable working arrangements that could be considered. A colleague or a Trade Union Representative may accompany you at this meeting.

The Company will inform you of its decision within 14 days of the meeting. Unless otherwise agreed in writing, changes made to your contract will be permanent and there will be no right to revert to your previous terms and conditions of your employment. Whilst the Company will endeavour to meet requests for flexible working the business needs of the Company also have to be considered. This may mean that your request for flexible working is unsuccessful. This decision will be made to you in writing detailing the reasons.

In the event that you are unhappy with the Company's decision, you may appeal to the Managing Director within 14 days of receiving the decision. At the appeal hearing you are entitled to be accompanied by a colleague or Trade Union Representative. Following the appeal meeting you should be notified of the Company's decision within 14 days.

## 39. Grievance Procedure

### 39.1 Standard Grievance Procedure

The Standard Grievance Procedure is restricted to use in active employment

- If you have any grievance relating to your employment you should raise the matter promptly with a Director. You are required to put any such grievance in writing.
- Upon receipt of your grievance, you will be invited to a meeting with the Director who will discuss it with you and will then notify you of their decision. You have the right to be accompanied by a fellow employee, of your choice, at the meeting.

- If you do not accept the decision of the Director you may then refer the matter in writing within five working days to an alternative Director whose decision will be notified to you in writing which will be final and binding.
- If you believe that you are being sexually or racially harassed or the victim of some other form of harassment or unlawful discrimination, you should consult with the Company's Statement of Equal Opportunities, which instructs you on how to deal with such matters.

### 39.2 Modified Grievance Procedure

The modified grievance procedure is restricted to use after employment has ceased.

- If you have any grievance relating to your previous employment, you must state in writing your grievance including the basis of your complaint and forward this to the Company.
- The Company will set out their response in writing and send the statement or a copy of it to you within 28 days.