

# COMPANY HANDBOOK

## 2025



# **Employee Company Handbook 2025**

THIS DOCUMENT ALONG WITH  
THE PRINCIPAL STATEMENT OF TERMS OF EMPLOYMENT  
COMPRISES YOUR CONDITIONS AND OBLIGATIONS OF EMPLOYMENT WITH  
BIRDSALL GROUP LTD

The terms and conditions in this handbook bind Birdsall Group Ltd also referred to as ‘the Company’, ‘this Company’, ‘us’, ‘our’, ‘we’. They also bind the Employee to whom it is issued, also referred to as ‘you’.

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## MESSAGE FROM THE MANAGING DIRECTOR

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I would like to take this opportunity to welcome you to Birdsall Group Ltd.

Barry Birdsall started the business in 1975 and throughout our 50 years in business, Birdsall has always been a family company.

Innovation has always been in our DNA and has been our key differentiator to all the competition that has come and gone over those five decades.

Today the Company remains a family-owned and managed business with Barry Birdsall its Chairman, Paul Birdsall its MD and Barry's daughter Lynne Culliton its HR Director. They are supported by a fantastic team.

A brief history of the company:

### **1970's**

Birdsall Air Conditioning was formed in May 1975 by refrigeration engineer Barry Birdsall. Initially, the company provided air conditioning services, then expanded into providing design and new installations. Within five years the company had grown into a team of ten people.

### **1980's**

Our first major innovation was the establishment of a market for CFC-free air conditioning as a genuine green alternative to conventional a/c using harmful CFC's as their refrigerant. We utilised an American product called Arkla-Servel and became the UK distributor. It was a struggle at first but in time became a great success.

We established the gas air conditioning market as an alternative to electric powered air conditioning. In Milton Keynes we set up the UK's first Gas Air Conditioning Centre in partnership with British Gas to provide training and product demonstrations.

### **1990's**

Our next big innovation was to play a key part in establishing the CHP-Absorption market, today known as tri-generation (Combined Heat & Power & Cooling). This concept enabled customers to significantly reduce their carbon footprint as well as reduce their energy and operating costs.

In 1995 we played a leading role at the BBC Television Centre in designing, installing and maintaining what was then the largest CHPC system in the UK. The system provided 6MW of power, 2MW of cooling. Our particular speciality was the absorption cooling.

We also found time in the 90's to establish our own heating team which completed our HVAC credentials.

### **2000's**

Many of our customers required more than just HVAC services which led us to establish our mechanical and electrical services credentials which became known as our Building Services team.

Our next innovation was to establish a proactive maintenance model as a more advanced and intelligent design to the standard reactive and planned maintenance model. It was a success with many large clients such as the British Film Institute and Southampton Solent University investing in it.

This period saw significant growth in the Company's sales and personnel.

The recession of 2008-10 significantly and negatively affected our industry and our company resulting in a reduction in business and personnel.

### **2010's**

Following the 2008 recession, this decade was very much about efficiency and cost-cutting, a trend that became the norm.

To address this situation Birdsall researched all the actual owning costs of a building and devised a strategy to help customers improve efficiency and reduce owning costs both in the short term and in the long term. We

invested in performance and monitoring technology to enable us to develop our Building Optimisation Maintenance Model.

In 2017 Birdsall launched its Energy Services team, serving a niche but growing market in Heat Networks. Our optimisation model had proven an instant success in this market where efficiencies were key to a successful energy centre operation. Today we operate 27 Heat Networks.

In 2018 Birdsall launched its Living Services team, serving many of the residential towers whose energy and heating were supplied by the District Energy Networks we were now operating.

In 2019 Birdsall formally launched its R&D Programme named 'Smarter Buildings' with a healthy budget.

## 2020's

Looking ahead now, we plan to be at the forefront of innovation to deliver smarter buildings utilising technology, analytics and data management.

## Our Culture

Attracting and keeping high quality staff goes a long way to us achieving our constant goal of attracting and keeping the best of customers.

The whole Company is run as a family with the values that go with that.

Good customer service is about good manners. So, when someone telephones us for service it is presumed that they want to speak to a real person, quickly, without queuing for the privilege. The whole business from that point (without bending over backwards) is to provide an excellent value for money service.

This handbook covers our company vision and overall goals as well as our policies and procedures. It is intended to familiarise you with important information about the Company, as well as provide guidelines for your employment with us. If you need further information, do not hesitate to ask your manager.

In addition, for ease of use and reference, the Company publishes its core policies in four policy documents as well as publishing a comprehensive Health & Safety Codes and Practices manual.



Finally, I hope that your career with us will be a long one and that it will be enjoyable and rewarding.



Paul Birdsall  
Managing Director  
2<sup>nd</sup> January 2025



## CHAPTER 1

# INTRODUCTION

# INTRODUCTION

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## 1.1 WELCOME

The success of Birdsall Group Ltd is directly related to the quality of our employees and our work environment. With that in mind, this handbook was developed to inform you of the policies, rules and procedures designed to maintain the level of quality, equality and fair dealing that we at the Company think important for our continued success.

Please read and familiarise yourself with this handbook as its contents form part of the terms and conditions of your employment with the Company, unless expressly indicated otherwise. If you have any questions about the contents, please address them to your manager.

It is our intent that this handbook will cover most events during your employment with us, but no handbook can fully address all circumstances. The Company reserves the right to review, revise, amend or replace the contents of this handbook and introduce new policies from time to time reflecting the changing needs of the business and to comply with new legislation.

If any part of the handbook is considered to be in conflict with existing law, regulations or other statutory requirements, only the part that is in direct conflict will be invalid. The remaining part of the handbook's policy statements, rules and procedures and Codes of Practice will remain in force.

HR Confidential – If you feel you need to reach out to our HR dept confidentially please use the following email: [HRConfidential@birdsall.co.uk](mailto:HRConfidential@birdsall.co.uk)

## 1.2 EQUAL OPPORTUNITY (NON-CONTRACTUAL)

This is contained in a separate document, in our Employment Policies document, available from HR. For further information, please refer to the policy or speak to the HR Director.

## 1.3 POLICY REGARDING DATA PROTECTION OF PERSONAL DETAILS (NON-CONTRACTUAL)

### Purpose

The Company is committed to being transparent about how it collects and uses the personal data of its workforce, and to meeting its data protection obligations. This policy sets out the Company's commitment to data protection, and individual rights and obligations in relation to personal data, in accordance with the law.

This policy applies to the personal data of job applicants, employees and former employees. Personal data is any information that relates to an individual who can be identified from that information.

The Company has appointed Lynne Culliton – HR Director as the person with responsibility for data protection compliance within the Company. Questions about this policy, or requests for further information, should be directed to her.

### Data protection principles

The Company processes personal data in accordance with the following data protection principles:

- The Company processes personal data lawfully, fairly and in a transparent manner.
- The Company collects personal data only for specified, explicit and legitimate purposes.
- The Company processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.
- The Company keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay.
- The Company keeps personal data only for the period necessary for processing.

- The Company adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

The Company tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data of individuals for other reasons.

Where the Company processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with a policy on special categories of data and criminal records data.

The Company will update personal data promptly if an individual advises that their information has changed or is inaccurate.

### **Rights of access, correction, erasure, and restriction**

Under certain circumstances, by law you have the right to:

- Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- Request the erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to stop processing personal data where we are relying on a legitimate interest and there is something about your particular situation which makes you want to object to processing on this ground.
- Request the restriction of processing of your personal data. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal data to another party.
- If you want to review, verify, correct or request erasure of your personal data object to the processing of your personal data, or request that we transfer a copy of your personal data to another party, please contact Lynne Culliton.

### **Data security**

The Company takes the security of personal data seriously. The Company has internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

Where the Company engages third parties to process personal data on its behalf, such parties do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and Company measures to ensure the security of data.

### **Data breaches**

If the Company discovers that there has been a breach of personal data that poses a risk to the rights and freedoms of individuals, it will report it to the Information Commissioner within 72 hours of discovery. The Company will record all data breaches regardless of their effect.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, it will tell affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures it has taken.

### **International data transfers**

The Company will not transfer personal data to countries outside the EEA.

### Individual responsibilities

Individuals are responsible for helping the Company keep their personal data up to date. Individuals should let the Company know if data provided to the Company changes, for example if you move to a new house or changes your bank details.

You may have access to the personal data of employees, workers, contractors, customers, clients, suppliers or agents in the course of your employment. Where this is the case, the Company relies on you to help meet our data protection obligations to these individuals.

Individuals who have access to personal data are required:

- to access only data that they have authority to access and only for authorised purposes;
- to keep data secure (for example by complying with rules on disclosure of data, access to premises, computer access, including password protection, and secure file storage and destruction);
- not to remove personal data, or devices containing or that can be used to access personal data, from the Company's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
- not to store personal data on local drives or on personal devices that are used for work purposes.

Unauthorised use, processing or disclosure of personal data (including special categories of personal data), or any serious or deliberate breach of data protection policies or procedures may constitute gross misconduct and could lead to dismissal without notice.

## CHAPTER 2

# STARTING WITH BIRDSALL GROUP LTD

## STARTING WITH BIRDSALL GROUP LTD

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### 2.1 INDUCTION

When you start with us we will provide you with an appropriate induction. This induction will normally be on your first full day at our Head Office to inform you as to the Company's structure, Company Values, Our mission and goals. This will be followed by a 2 week assessment, you will be introduced to your mentor who will to guide you into your new role within Birdsall's. You will be inducted into the Company's policies and procedures and it will be explained to you how your role contributes to the success of the Company. As part of this induction you will be asked to familiarise yourself with the following documents.

### 2.2 TERMS AND CONDITIONS OF EMPLOYMENT

Your terms and conditions of employment are contained in the following documents. Together these documents set out the requirements and obligations that you agree to follow as a condition of your employment.

#### **Principal Statement of Terms**

You will receive a Principal Statement of Terms of Employment as required by law. This document contains details of the terms and conditions of your employment in your particular role.

#### **Employee handbook**

This handbook contains the policies that apply across the Company.

#### **Job description**

The job description contains a description of the tasks and duties that you are expected to fulfil in your role.

#### **Other rules and procedures**

Other notices of rules and procedures, which will be provided to you during your employment also make up the terms and conditions of your employment.

### 2.3 VARIATIONS TO TERMS OF EMPLOYMENT

#### **Mobility and relocation**

The requirements of the each business unit may change during the course of your employment and you may be asked to transfer to another location. As a condition of your employment you agree to transfer to another location subject to:

- The proposed transfer being discussed with you
- Your domestic circumstances being considered
- Relocation being necessary in your case
- Suitable work being available at the new location
- The proposed new area being realistically accessible from your normal residence

#### **Temporary relocation**

You may be required to relocate on a temporary basis to cover short-term requirements at other locations. In deciding whether such temporary relocation is justified, we will balance any inconvenience this may cause you with the legitimate business interests of the Company.

#### **Other suitable work**

Without in any way qualifying or altering your contractual status and the work which you are required to undertake in that capacity whenever such work is available, if temporarily there is little or no work for you to do in that capacity you will be expected to carry out other suitable work.

## 2.4 SUITABILITY CHECKS FOR EMPLOYMENT

In order to assess your suitability for employment with this Company we will carry out the following checks.

### **Employment subject to satisfactory references**

It is our normal practice to take up references. Any offer of employment is subject to what we consider to be 'satisfactory' references being received by us before we confirm your appointment.

### **Unsatisfactory references**

Within our sole discretion, your employment may not be confirmed or may be terminated if we receive what we deem to be an 'unsatisfactory' reference.

### **Disclosure & Barring Service (DBS) Enhanced check**

Posts involving regular contact with vulnerable groups including children will be subject to an enhanced DBS check from the Disclosure & Barring Service. The Company reserves the right to obtain up to date information from the Disclosure & Barring Service at the start of and at any subsequent point during your employment.

## 2.5 COMPANY POLICY REGARDING TRAINING

The Company sees the training of its staff as a positive action to ensure that it operates to the latest best practices with motivated and professional employees.

All employees are encouraged to identify training opportunities within the Company's operations that could benefit them and progress the Company to achieve its tactical and strategic aims.

### **Development and Training Policy**

The Company will provide learning and development opportunities to equip all employees with the skills and knowledge necessary to carry out their current job.

The Company, where appropriate, will always seek to provide the development opportunities for individual employees to acquire the skills and knowledge in order to prepare for other positions within the organisation. These positions may either come about through promotion or transfer to a different function.

When you join us, you will be inducted into the organisation by your line manager. This will introduce you to the Company, your colleagues and your role. An assessment of your training needs will take place at this time. Your performance and progress will be reviewed on a regular basis with personal objectives agreed with your line manager. You will be appraised on these during your annual performance review.

It is the responsibility of both your manager and yourself to identify your development and training needs. This should occur on an on-going and informal basis, however a more formal opportunity for identifying your development and training needs is offered by the annual performance review process.

### **Further Education Policy**

It is the Company's policy to provide opportunities for employees to take further qualifications that will improve the performance of an individual and enhance their contributions to the business.

If you wish to pursue a course of further education you should speak to your manager in the first instance, to ensure that they will support your application for sponsorship.

### **Career Development**

The Company is very keen that all employees are given the opportunity to develop their careers and seek further challenges within Birdsall's.

All vacancies are circulated internally to enable all current employees the opportunity to be considered first.

## **Apprenticeship Scheme**

The Company operates an integrated three-year apprenticeship scheme. This scheme combines on the job training with college tuition resulting in accredited qualifications for those that successfully complete it. The scheme recruits annually from school leavers or college students chosen by interviews with both the Company's Human Resources and Business Unit Manager and the relevant college that they will be attending. The number of apprentices recruited will be dependent on predicted future engineering demands and the standard of candidates applying.

The recruitment process to start an apprenticeship at Birdsall will also involve a second interview with our external apprenticeship consultants. Once the initial test have been passed an offer letter would be issued.

## **Apprenticeship Assessors**

Steve Willis Training – Heating

CKR Assessment – Heating

LITS – Plumbing & Electrical

AC will be overseen by our HVAC Manager & Chairman

## **Recovery of Training Costs**

The provision of training may, at the Company's discretion, be conditional upon being able to recover the costs of the training. You will be informed when this applies and you will be required to undertake to repay all or part of the cost incurred if you leave the Company within a 12 month period of receiving that training. The Company expressly reserves the right to deduct from your salary or final settlement an amount that represents a true reflection of the loss suffered by the Company as a result of you leaving employment during or after a course of training.

If you fail the exam or do not attend the course you will be deducted the full amount of the training.

## **RESTRICTIONS ON EMPLOYMENT**

### **No interest in other companies**

You must devote your whole time and attention to the Company during working hours. Furthermore, you are not permitted to have any interest in any other business or engage in any activities which may interfere with the performance of your duties or cause a conflict of interest with our business. If you should be engaged in any other employment or have any outside business interests, you must first seek the written permission of your manager. This will not be unreasonably withheld.

### **Inventions during employment**

#### Company property

Any and all improvements and inventions made by you during your employment with us shall be the property of Birdsall Group Ltd and, as a condition of your employment, you agree to sign all documents required to transfer title of such inventions to the Company without receiving compensation or payment.

For the avoidance of doubt company property cannot be used outside of your employed duties.

#### Exceptions

This condition does not apply to inventions made by you in fields either directly or indirectly unrelated to the activity of Birdsall Group Ltd, past or present. Nor does this condition prejudice any rights you have under the Patents Act 1977.



## Confidentiality

### Duty of confidentiality

Except in the proper course of your duties, as authorised or required by law or where expressly authorised in writing by your manager, you must not, during or after your employment with the Company, use or disclose to any person, company or organisation confidential information.

Confidential information is information relating to our business, products, affairs and finances and trade secrets including, without limitation, technical data and know-how relating to our business. By way of example, confidential information includes but is not limited to, any details about the following:

- Business contacts
- Staffing
- Information on the Company's database(s)
- Planning
- Policies
- Rules and manuals
- Services
- Products
- Technical data
- Research
- Testing
- Other information that could be likely to compromise the business interests of the Company

The duty of confidentiality does not apply to any information which is already in, or comes into, the public domain other than through your unauthorised disclosure.

You must ensure that any confidential information in your possession is kept secure.

### Unauthorised media contact

Unless authorised by your manager and subject to statute, you are not to have any contact with the media regarding any matter relating to your employment or matters relating to the business activity of the Company (irrespective of whether this involves confidential information).

### Protected disclosures ('whistleblowing') and reporting a crime

For the avoidance of doubt, nothing in this confidentiality clause prevents you from making any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996 or from reporting a crime, discussing potential criminal acts with the police or using or disclosing information during any criminal proceedings.

HR Confidential email is also available: [Hrconfidential@birdsall.co.uk](mailto:Hrconfidential@birdsall.co.uk)

### Disciplinary action for violation of policy

If you make an unauthorised disclosure or misuse the information described in this section the Company will treat such conduct as gross misconduct and your employment may be terminated without notice or payment in lieu of notice.

## CHAPTER 3

# HOURS OF WORK AND ATTENDANCE REPORTING

## HOURS OF WORK AND ATTENDANCE REPORTING

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### 3.1 HOURS OF WORK

Your usual hours of work are specified in your Principal Statement of Terms of Employment. You are required to attend work on time.

### 3.2 ADDITIONAL HOURS

On some occasions the Company may require you to work more than your usual hours. This will happen if you are needed to help with extra work and you will be given as much notice as possible in the circumstances. By signing this handbook or working to its terms and conditions you are agreeing to be available for additional work in this respect. You will not be asked to work more than an average of 48 hours a week over a reference period of 17 weeks unless you have signed the 48 hour working week waiver. This is available on request.

### OVERTIME

On some occasions, when the reasonable needs of the Company require, you may be asked to work overtime. If your Principal Statement of Terms of Employment entitles you to additional pay for overtime worked, and if previously authorised by your manager, you will be paid in accordance with the pay structure in force at the time. In all other cases no overtime payment will be made.

### 3.3 OUT OF HOURS WORKING

The Working Time Regulations 1998 ('WTR') allows you a daily rest period of 11 hours of uninterrupted rest per day. In accordance with the WTR, your working hours shall not exceed an average of 48 hours for each (7) seven days, averaged normally over 17 weeks. You can choose to opt out of these limits on working hours using Form: 100/OHW, but you cannot opt of the minimum amount of rest.

If you are 'on call' and you have been called out in the night you will be entitled to 'compensatory rest'. This means rest of an equivalent length which is taken at a later time. Compensatory rest should be taken within a reasonable period of time from when you missed the rest break and should last as long as the specified rest break would have lasted. Compensatory rest should usually be taken at the beginning of your next shift or at the earliest opportunity.

If you are asked to stay away overnight to carry out works further afield you are entitled to claim back an overnight meal allowance up to the value of £25 per night. To claim this back you need to indicate clearly the day you are away on your timesheet/weekending sheet as well as your expenses form.

### 3.4 ATTENDANCE REPORTING PROCEDURE

You must clock in on starting work and clock out on finishing work please follow the current Eagle Procedure of:

- **Departing**
- **Arriving**
- **Starting Work**
- **Ending Work**
- **Closing the Visit**
- **Arriving Home**

If you are going to be late, you must contact your manager by telephone at the earliest opportunity; this should be no later than 8 am. A failure to follow this procedure will be considered a disciplinary offence. If you are going to be absent from work due to sickness you must follow the sickness reporting procedure by reporting to the Absence line, [absence@birdsall.co.uk](mailto:absence@birdsall.co.uk)

### 3.5 LAY-OFF AND SHORT-TIME WORKING PROCEDURE

The Company expressly reserves the right to 'lay off' or to introduce short-time working should either become necessary for legitimate business reasons where there is a cessation or diminution of work. You are not entitled to remuneration for any period of lay-off, other than your statutory entitlements. In the event of short-time working, you will only be entitled to remuneration for the work done.

Prior to laying off staff or implementing short-time working, the Company will:

- Ensure overtime working is reduced to an absolute minimum
- Ensure a recruitment freeze in the affected areas
- Advise employees as to the reasons for possible lay-offs/short-time working and the procedure that will be employed
- Investigate and discuss with affected employees any suitable alternative employment available within the Company.

The Company will initially ask for voluntary lay-off/short-time working. Following this, and if still required, selection for any lay-off/short-time working will be made on the basis of an assessment of the work required and your suitability to service the remaining work.

## CHAPTER 4

# WAGES, SALARIES AND BENEFITS

## WAGES, SALARIES AND BENEFITS

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### 4.1 PAY

Details of your rate of pay, including the times and method of payment, are specified in your Principal Statement of Terms of Employment. You will be given digital pay slips containing full details of your earnings and identifying all deductions.

#### **Deductions – National Insurance and Income Tax**

Deductions for Income Tax, National Insurance and any other deductions as agreed in advance will be made from your salary. You are required to supply your manager with your National Insurance number and to bring your P45 to work on the first day of your employment. If you have not yet received your P45 you will be required to fill in a Starter Checklist form as a substitute, however you must ensure your P45 is supplied to the Company as soon as it is received by you.

After the end of the tax year, the Company will issue the appropriate forms showing the total pay and relevant deductions and in certain circumstances other benefits paid to you during the tax year. Keep these forms and documents safe. You are responsible for the necessary records documenting your tax obligations.

#### **Pay problems**

If you have any problems with, or questions about, your pay you should contact your manager immediately.

#### **Advances, overpayment and error in pay**

Before we agree to make any payment in advance of your normal entitlements you will be required to sign to authorise a deduction of the amount advanced from further wages or salary. It is at the Company's sole discretion as to whether to grant any request for an advance on wages or salary.

You expressly agree as part of these terms and conditions of your employment that the Company may deduct an amount equivalent to any overpayment made to you, from any future wage/salary that may become due to you.

If you knew that you had been overpaid, and you failed to make us aware of the overpayment immediately, we may treat that failure as a disciplinary offence which may result in your dismissal.

### 4.2 REVIEW

Wages and salaries are reviewed on your employment anniversary. Changes are entirely at the discretion of the Company and will take effect from such dates as management may determine.

### 4.3 EXPENSES

All claims for expenses must be made on an expense form and accompanied by corresponding receipts. Claims should be submitted to your manager on a weekly basis or as the expenses are incurred. Managers should submit their expenses monthly. Make each entry clear, breaking down any VAT that can be claimed. VAT can be claimed when there is a VAT receipt and for staff subsistence only. Client entertainment VAT cannot be reclaimed. Items where there is no receipt you must state the reason, for example, parking meters or toll charges. If you are claiming mileage, you must submit a log of miles travelled and claim the rate set by the HMRC. The rate for your personal vehicle is 45 pence per mile up to 10,000 miles, please see HMRC for company vehicle rates [Advisory fuel rates - GOV.UK \(www.gov.uk\)](https://www.gov.uk/advisory-fuel-rates) as this is dependent on the size of your engine and fuel type. If the expense is relating to a case, enter the case details against the claim. Create an email with the expense claim and all receipts and send this to your supervisor for authorisation. Any claims sent directly to Jo Yearley will be returned to you so that you can follow the correct process. Your supervisor will send this in a timely manner to Jo Yearley for payment if they do not have any queries relating to the claim. If they need additional details from you or deny any part of the claim it will be returned to you for you to resubmit a corrected claim.

Authorised expenses completed correctly with all available receipts received by Jo Yearley by close of business on a Monday will be paid into your account by Friday of that week. A remittance will be sent to you as the payment is made.

If you are required to travel away from your home on company business you are entitled to claim reasonable travel expenses of which you will be notified. All claims for expenses must be made on expenses forms and accompanied by corresponding vouchers and/or receipts and VAT receipts as appropriate. Claims should be submitted to your manager weekly in which expenses were incurred.

### **Third party expenses**

You are permitted to pay, offer or promise to pay a third party's genuine business expenses only where all the following are complied with:

- You have authority to make payments or offers of payment of third party expenses
- Expenses do not exceed £500.00
- They are reasonable in the circumstances
- They are for an appropriate business purpose such as paying a client's reasonable travel expenses to enable them to view our facilities, enabling them to meet with you to discuss a business matter or paying for lunch at a business meeting
- You adhere to the requirements in this handbook regarding hospitality and the giving of gifts to third parties.

You must ensure that all third party expenses are properly recorded on your week ending sheet. To claim for third party expenses you follow the same procedure that is required in respect of reasonable travel expenses.

## CHAPTER 5

# HOLIDAYS AND HOLIDAY PAY



## HOLIDAYS AND HOLIDAY PAY

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### 5.1 COMPANY POLICY

#### Holiday year

Our holiday year runs from 1<sup>st</sup> April to 31<sup>st</sup> March, during which time you may take accrued holiday consistent with the Company's staffing requirements and the rules set out below.

### 5.2 PAID HOLIDAY ENTITLEMENT

Your holiday entitlement is set out in your Principal Statement of Terms.

If you are on or about to go on a period of statutory maternity, paternity, adoption, parental leave or shared parental leave please contact your manager to discuss the arrangements for taking your holiday entitlement.

If due to sickness absence you have been or will be prevented from taking your full statutory holiday entitlement in the year to which it relates, please contact your manager to discuss how the Company's holiday policy will apply in this situation.

#### Public bank holidays

Your paid holiday entitlement does include the public bank holidays referred to below:

New Year's Day, Good Friday, Easter Monday, Early May bank holiday, Spring bank holiday, Summer bank holiday, Christmas Day and Boxing Day.

For the avoidance of doubt, should the government declare that a substitute day becomes a public bank holiday for any reason, it is the substitute day only that is considered the public bank holiday.

#### Working on public bank holidays

You will be required to work on a public bank holiday if the public bank holiday falls on your normal working day. The exception will be if you have requested it as a holiday and have been given prior authorisation by your manager. When you work on a public bank holiday you will receive pay for work done and a day in lieu or pay in lieu.

#### Additional public bank holiday declared

In the unusual event that a public bank holiday in addition to the usual eight public bank holidays in England and Wales is declared, it is entirely at the discretion of the Company as to how that day is treated. There is no automatic right to an additional days holiday or to take holiday on that day. The Company may elect to treat the additional public bank holiday as a normal working day [and it is at our sole discretion as to whether any enhanced rates of pay or any time off in lieu or pay in lieu will be granted for working on that day.

Should an additional public bank holiday be declared, you will be notified in advance how the Company will treat that day.

### 5.3 HOLIDAY CARRY OVER POLICY

You must take a minimum of 4 weeks (20 days) of your holiday entitlement in the year to which it relates. The holiday carry over policy is pro rata for part-time workers.

You may carry over into the following holiday year up to 5 days of your holiday entitlement at the Company's absolute discretion. If you wish to carry over holiday you must advise Human Resources before the end of February.

Any holiday that you are permitted to carry over into the following holiday year must be used in that following year before the 30th June.

Any holiday that is not taken in the holiday year to which it relates (excluding holiday carried over into the next leave year in accordance with this policy) will be lost.

## **5.4 PAYMENT IN LIEU OF HOLIDAY**

The Company will not pay you in lieu of holiday whilst you remain in employment.

### **Holiday owed to you when you leave**

If you have not taken your holiday entitlement for the final year when you leave the Company you will be paid in lieu for it when you receive your final pay.

### **Paid holiday taken in excess of your entitlement (overpayment)**

You expressly agree as part of your Terms and Conditions of Employment that if you have taken more paid holiday than you were entitled to at the date of leaving the Company, we may deduct from your final pay an amount equal to that overpayment.

## **5.5 HOLIDAY REQUEST PROCEDURE**

All requests for holiday must be requested through Evalu-8 and authorised by your manager at least two weeks in advance to ensure that there will be sufficient staff cover in your department. We will consider exceptions to this policy in relation to written requests for single days only and the decision will be made at the Company's sole discretion.

The Company may from time to time require employees to take part of their holiday entitlement on particular days to meet the needs of the business. If you are required to do so, you will be given twice the length of notice to the time the Company requires you to take. For example, if you are required to take two days' holiday, you will be given four calendar days' notice of this.

### **Financial loss**

Birdsall Group Ltd will not be liable for any financial loss you might incur if you book a holiday without authorisation and the Company is subsequently unable to grant your request for holiday.

### **Restrictions**

We reserve the right to grant holiday requests in line with business requirements.

You will not normally be permitted to take annual holiday in excess of two consecutive weeks.

At least three-quarters of the year's holiday must be booked by the ninth month of the holiday year.

### **Violation is a disciplinary offence**

Failure to obtain advance holiday authorisation is a disciplinary offence.

## **5.6 SICKNESS PRIOR TO OR DURING HOLIDAY**

Should you fall sick just prior to or during pre-booked annual holiday, please refer to our sickness reporting procedures. You are entitled to take your holiday at some other time at the usual discretion of the Company and in accordance with our legal obligations. Your request will not be considered unless you supply a valid medical certificate and follow the holiday request procedures.

## CHAPTER 6

# OTHER LEAVE

## OTHER LEAVE

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### 6.1 ABSENT WITHOUT LEAVE

If you are absent without leave you will not be paid during that absence and may be subject to disciplinary action.

### 6.2 UNPAID LEAVE

Unpaid leave should only be requested if all your holiday entitlement for the year has been used. It is within the sole discretion of the Company to grant or refuse your request based on all the circumstances.

### 6.3 MATERNITY POLICY (NON-CONTRACTUAL)

Maternity leave, statutory maternity pay and any other associated rights will be granted in accordance with current statutory regulations.

Please inform us as soon as possible if you are pregnant as there may be health and safety considerations.

#### Time Off for Antenatal Appointments

If you are pregnant you may take reasonable paid time off during working hours to attend antenatal appointments that your doctor, midwife or health visitor has advised you to attend. Unless it is your first appointment, we will ask you to provide a certificate from the doctor, midwife or health visitor stating that you are pregnant and an appointment card.

If you need time off to attend an ante-natal appointment please inform your manager. Please try to give us as much notice as possible of the appointment.

### Maternity Leave

#### General

Maternity leave is 52 weeks, consisting of 26 weeks' ordinary maternity leave and 26 weeks' additional maternity leave. You do not have to take 52 weeks but you must take 2 weeks' leave after your baby is born (or 4 weeks if you work in a factory). There is no minimum length of service required to be entitled to maternity leave.

#### Notification

If you wish to take maternity leave you must tell us the week in which your doctor or midwife expects you to give birth (this is called the 'Expected Week of Childbirth') and the date on which you would like to start your maternity leave (this is called the 'Intended Start Date'). You must do this before the end of the fifteenth week before the week that you expect to give birth (this is called the 'Qualifying Week'), or as soon as reasonably practical afterwards.

Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

A risk assessment will be conducted to assess the work activities you will be carrying out. You will also be assessed regularly and a review of the risk assessment will be made to make any necessary adjustments.

#### Starting Maternity Leave

The earliest you can start maternity leave is 11 weeks before the Expected Week of Childbirth unless your child is born prematurely before that date.

Your maternity leave should normally start on the Intended Start Date. However:

- If you want to change your Intended Start Date you should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We request that you do this in writing.

- Your maternity leave will start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.

### **During Maternity Leave**

With the exception of terms relating to pay, your terms and conditions of employment remain in force during maternity leave.

### **Returning from Maternity Leave**

You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work earlier, you must give us eight weeks' prior notice of the date. Please be aware that we cannot legally allow you to work during the two weeks following childbirth. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.

You are normally entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken additional maternity leave and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

### **Statutory Maternity Pay**

Statutory maternity pay (SMP) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks of SMP are paid at 90% of your normal weekly earnings. The remaining 33 weeks are paid at the prescribed rate set by the government each year, or at the earnings-related rate (90% of your normal weekly earnings), whichever is lower.

### **Miscarriage and Stillbirth**

You will still be entitled to maternity leave (and where you meet the qualifying criteria SMP), if your baby is stillborn after the 24<sup>th</sup> week of pregnancy or your baby only lives for a short time after birth at any stage of pregnancy. If you have a miscarriage before 24 weeks, you're not entitled to either maternity leave or SMP.

### **Shared Parental Leave**

In some cases, you may be eligible to opt into the statutory shared parental leave scheme. For further information regarding this please see our Shared Parental Leave Policy.

## **6.4 PATERNITY POLICY (NON-CONTRACTUAL)**

Paternity leave and statutory paternity pay will be granted in accordance with current statutory regulations.

### **Entitlement**

Paternity leave is available to employees for the purpose of caring for a child or supporting the child's other parent where qualifying requirements are met.

Please be aware that you cannot take paternity leave if you have already taken shared parental leave in respect of the same child or if you have taken paid time off to attend adoption appointments in respect of that child.

For the purposes of this policy 'Partner' is defined as spouse, civil partner or cohabiting partner.

Paternity leave is available:

- On the birth of a child, where either you are the biological father and expect to have some responsibility for the child's upbringing or you are the Partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing.
- On the birth of a child to a surrogate mother where you are, or your Partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your Partner responsibility for the child.

- Where an adoption agency places a child with you and/or your Partner for adoption and you expect to have main responsibility (with your Partner) for the child's upbringing.
- Where a local authority places a child with you and/or your Partner under a fostering for adoption arrangement and you expect to have main responsibility (with your Partner) for the child's upbringing.

To qualify for paternity leave you must have been continuously employed by us for at least 26 weeks ending with the 15<sup>th</sup> week before the expected week of childbirth or the week in which you or your Partner are notified by the adoption agency or local authority that you/they have been matched with a child.

In adoption, fostering for adoption, and surrogacy situations, you may wish to consider taking adoption leave instead of paternity leave (see the Adoption Leave Policy). Only one parent can take adoption leave so you should discuss this with your Partner. You cannot take both paternity leave and adoption leave.

### **Taking Paternity Leave**

Paternity leave is a period of one or two weeks' consecutive leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within 56 days of the birth or placement. (If the baby is premature the period ends 56 days after the start of the expected week of childbirth.)

To take paternity leave you must give us written notice by the end of the 15<sup>th</sup> week before the expected week of childbirth (or no more than seven days after the adoption agency notified you of being matched with a child), or as soon as you reasonably can. This must state the expected week of childbirth, or in cases of adoption, the date on which you were notified of having been matched with the child and the date on which the child is expected to be placed, and in either case whether you intend to take one week or two weeks' leave and when you would like your leave to start. We may require a signed declaration from you that you meet eligibility requirements for paternity leave (and statutory paternity pay).

You can change the intended start date of your paternity leave by giving us 28 days' notice or, if this is not possible, as much notice as you can. We request that you do this in writing.

### **During Paternity Leave**

All the usual terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay.

### **Statutory Paternity Pay**

Statutory paternity pay (SPP) is payable during paternity leave provided you have at least 26 weeks' continuous employment ending with the 15<sup>th</sup> week before the expected week of childbirth or the week in which the adoption agency notified you or your Partner of a match and your average earnings are not less than the lower earnings limit set by the government each tax year. SPP is payable at the prescribed rate set by the government each year, or at the earnings-related rate (90% of your normal weekly earnings), whichever is lower.

### **Shared Parental Leave**

In some cases, you may be eligible to opt into the statutory shared parental leave scheme. For further information regarding this please see our Shared Parental Leave Policy.

## **6.5 ADOPTION POLICY (NON-CONTRACTUAL)**

Adoption leave, statutory adoption pay and any other associated rights will be granted in accordance with current statutory regulations.

### **Time Off for Adoption Appointments**

## General

You may have a statutory right to take time off to attend adoption appointments. An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption. You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off and whether it is paid.

You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter. You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it. If you are adopting a child alone, you are treated as the primary adopter.

## Amount of Time Off

If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.

If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions only.

In either case, you must not take more than six and a half hours off for each appointment, including travel and waiting time.

## Taking Time Off

If you wish to take time off for an adoption appointment please give us as much notice of the appointment as possible. You must provide your manager with a signed statement confirming:

- The date and time of the appointment.
- That the appointment has been arranged or requested by the adoption agency.
- Whether you are adopting a child alone or jointly with another person.
- If you are adopting with another person, whether you are electing to take paid or unpaid time off.

## Adoption Leave

The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (OAL) and 26 weeks' Additional Adoption Leave (AAL).

Adoption leave is available in the following situations:

- You are adopting a child through a UK adoption agency, or you are a local authority foster parent who has been approved as a prospective adopter, the adoption agency or local authority has given you written notice that it has matched you with a child and tells you the expected placement date and you have told the agency or local authority that you agree to the placement.
- A surrogate mother gives birth to a child, who is biologically the child of either you, or your spouse/civil partner or co-habiting partner (or both of you). You expect to be given parental responsibility under a parental order from the court. The child must live with you and you must apply for the parental order within six months of birth.

Please be aware that only one parent can take adoption leave. If your spouse/civil partner or co-habiting partner takes adoption leave with their employer you may be entitled to paternity leave (see our Paternity Policy).

If you are adopting through an overseas adoption agency adoption leave may be available. Please contact your manager for information on eligibility and process.

## **Notification**

In an adoption or fostering for adoption situation, you must tell us of the expected placement date, and your intended start date for adoption leave. We request that you do this in writing. You must give this information not more than seven days after the agency or local authority notifies you in writing that it has matched you with a child, or if that is not reasonably practicable, as soon as you can. Once you receive the matching certificate from the agency or local authority, you must provide us with a copy.

In a surrogacy situation, you must tell us of your intention to take adoption leave and give the expected week of childbirth. You must give this information by the end of the 15<sup>th</sup> week before the expected week of childbirth, or if that is not reasonably practicable, as soon as you can. We request that you do this in writing. When the child is born you must tell us the date of birth.

## **Starting Adoption Leave**

In an adoption or fostering for adoption situation, OAL may start on a date of your choosing no more than 14 days before the expected placement date, or on the date of placement itself, but no later.

If you want to change your intended start date please tell us in writing. You should give as much notice as you can, but wherever possible you must tell us at least 28 days before the original intended start date (or the new start date if you are bringing the date forward).

In a surrogacy situation, OAL will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.

## **During Adoption Leave**

All the terms and conditions of your employment remain in force during adoption leave, except for the terms relating to pay.

## **Returning from Adoption Leave**

You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least eight weeks' notice of the date. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.

You are normally entitled to return to work in the position you held before starting adoption leave, on the same terms of employment. However, if you have taken AAL (or have combined your adoption leave with more than four weeks of parental leave) and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

## **Statutory Adoption Pay**

Statutory adoption pay (SAP) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us ending with the Qualifying Week (the week in which the adoption agency or local authority notified you of a match, or the 15<sup>th</sup> week before the EWC) and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks of SAP are paid at 90% of your normal weekly earnings. The remaining 33 weeks are paid at the prescribed rate set by the government each year, or at the earnings-related rate (90% of your normal weekly earnings), whichever is lower.

## **Shared Parental Leave**

In some cases, you may be eligible to opt into the Statutory Shared Parental Leave scheme. For further information regarding this please see our shared parental leave policy.

## **6.6 SHARED PARENTAL LEAVE POLICY (NON-CONTRACTUAL)**

Shared parental leave and shared parental leave pay will be granted in accordance with current statutory regulations.



## General

Shared parental leave (SPL) is an optional form of leave available to eligible parents following the birth or adoption of a child. It gives you and your partner more flexibility in how to share the care of your child in the first year after birth or placement for adoption, than if you were simply taking maternity or paternity leave.

For the purposes of this policy Partner is defined as spouse, civil partner or cohabiting partner.

## Entitlement

You may be entitled to SPL in relation to the birth of a child if:

- You are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
- You are the child's father and share the main responsibility for the care of the child with the child's mother; or
- You are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

You may be entitled to SPL if in relation to the adoption of a child an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents under a fostering for adoption or concurrent planning scheme. You must intend to share the main responsibility for the care of the child with your partner.

To qualify for SPL the following conditions must also be met:

- a. You must have at least 26 weeks continuous employment with us by the end of the Qualifying Week (that is the fifteenth week before the week that you expect to give birth or in adoption cases the week the adoption agency notifies you of a match with a child for adoption), and still be employed by us in the week before the leave is to be taken
- b. The 'other parent' must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the expected week of childbirth or in adoption cases the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
- c. You and the 'other parent' must give the necessary statutory notices and declarations as summarised below, including notice to end any statutory maternity or adoption leave, statutory maternity pay (SMP) or adoption pay (SAP) or maternity allowance (MA) periods.

In birth situations, the total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

In adoption situations, the total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth. In adoption situations, at least two weeks of adoption leave or SAP must be taken.

## Opting Into Shared Parental Leave and Pay

Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving certain required information. This is called notification of intention and entitlement to take SPL.

The information required is:

- a. your name and the name of the other parent
- b. if you are the child's mother, the start and end dates of your maternity leave. If you are taking adoption leave, your adoption leave start and end dates

- c. if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period. In adoption cases, if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP
- d. the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken or 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner
- e. how many weeks of the available SPL will be allocated to you and how many to the other parent
- f. if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP/SAP or MA period taken or to be taken)
- g. how many weeks of available ShPP will be allocated to you and how much to the other parent
- h. an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions
- i. declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

### **Ending Your Maternity/Adoption Leave**

If you are the child's mother or are taking/intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity/adoption leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity/adoption leave will end.

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme – a notice of intention and entitlement to take SPL or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

### **Ending Your Partner's Maternity/Adoption Leave or Pay**

If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, or if your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

- returned to work;
- given their employer a curtailment notice to end their maternity/adoption leave;
- given their employer a curtailment notice to end their SMP/SAP (if they are entitled to SMP/SAP but not maternity/adoption leave); or
- given the benefits office a curtailment notice to end their MA (if they are not entitled to maternity leave or SMP).

### **Booking SPL**

Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL. You can give up to three period of leave notices.

Leave must be taken in blocks of at least one week. If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice. If your period of leave notice requests split periods of SPL, with periods of work in between, (discontinuous leave) we will consider your request.

Where discontinuous leave is requested, we will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested two separate periods of four weeks each, they will be combined into one eight-week period of leave). Alternatively, you may choose a new start date (which must be at least eight weeks after the date you submitted the notice requesting split periods of leave) and tell us within five days of the end of the two-week discussion period. The other option is for you to withdraw the notice and tell us within two days of the end of the two-week discussion period (in which case it will not be counted as a period of leave notice, and you may submit a new one if you choose).

### **Optional Company Forms**

The Company has forms available for you to complete should you wish to use these to provide us with the necessary notices for SPL. These are available from your Manager on request.

### **Changing Dates or Cancelling SPL**

Statute sets down rules in these situations. For information regarding these areas, please contact your manager.

### **During Shared Parental Leave**

Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

### **Statutory Shared Parental Pay**

You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP, SAP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year.

ShPP is payable at the prescribed rate set by the government each year, or at the earnings-related rate (90% of your normal weekly earnings), whichever is lower.

You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

## **6.7 PARENTAL BEREAVEMENT LEAVE POLICY (NON-CONTRACTUAL)**

Parental bereavement leave and statutory parental bereavement leave pay will be granted in accordance with current statutory regulations.

### **Entitlement**

You will be entitled to take statutory parental bereavement leave (SPBL) if on or after 6th April 2020 you lose a child under the age of 18 or there is a stillbirth from 24 weeks of pregnancy and you are:

- The child's parent.
- The natural parent of the child where the child has been adopted but there is a court order for the child to have contact with you.
- A person with whom the child has been placed for adoption by a British adoption agency, or under a fostering for adoption scheme, as long as that placement has not been terminated.
- A person living with the child who intends to adopt them and has received official notification from the British authorities that they are eligible to adopt where the child has entered Great Britain from overseas for the purposes of adoption.
- An intended parent in a surrogacy arrangement and you have applied or intended to apply for a parental order within six months of the child's birth and it was expected that the court would make that order.

- The child's parent in fact. You are a child's parent in fact if for a continuous period of at least four weeks prior to the child's death you cared for the child in your own home in the absence of a parent / someone with parental responsibility and you had day to day responsibility for the child's care and you were not a paid carer (other than a local authority foster carer).
- A partner of any of the above (that is a spouse, civil partner or cohabiting partner).

### **Taking Leave**

You can take either one or two weeks' SPBL (if you lose more than one child you are entitled to SPBL in respect of each child). If you wish to take two weeks' SPBL you do not have to take these weeks consecutively.

You can take two separate blocks of one week each at different times if you prefer. SPBL can be taken at any time within the period of 56 weeks of the date on which you lost your child.

To take SPBL please tell your manager the date on which you lost your child, the date on which you would like any period of SPBL to begin and whether you intend that period of leave to be for one or two weeks.

The amount of notice you should give will depend on the time frame in which you want your leave to start:

- If it's within 56 days of the date you lost your child, notice is intended to be flexible to allow you to take leave at short notice. If you can, you should let us know you want to take SPBL before you are due to start work on the day you wish your leave to start. If this is not reasonably practicable, please let us know you want to start SPBL as soon as you can.
- If you have already started work but give us notice to start SPBL on the same day, then SPBL will officially start the next day.
- If it's after 56 days of the date you lost your child, you need to give us one week's notice that you wish to take SPBL.

### **During Leave**

All the terms & conditions of your employment remain in force during SPBL, except for the terms relating to pay.

### **Returning from Leave**

You are normally entitled to return to work in the position you held before starting SPBL, and on the same terms of employment. However, if you have taken SPBL consecutively with a period of parental leave of more than four weeks or you have taken maternity, adoption or shared parental leave in relation to the same child where the total amount of statutory leave taken in relation to that child is more than 26 weeks and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

### **Statutory Parental Bereavement Leave Pay**

Statutory Parental Bereavement Leave Pay (SPBLP) is payable during SPBL provided you have at least 26 weeks' continuous service ending with the week before you lost your child and your average earnings are not less than the lower earnings limit set by the government each tax year. SPBLP is payable at the prescribed rate set by the government each year, or at the earnings-related rate (90% of your normal weekly earnings), whichever is lower.

If you intend to take SPBLP please give us notice of this either before the start of the SPBP period or within 28 days of the SPBP period if you can. Otherwise, please notify us as soon as possible. We may ask you to confirm in writing the dates of leave and pay, the date of death and provide a declaration concerning your relationship to the child.

If you do not meet the qualifying requirements for SPBLP, you can still take SPBL but this will be unpaid.

## **6.8 BEREAVEMENT LEAVE POLICY (NON-CONTRACTUAL)**

Leave may be granted in the event of the death of a close family member. Whether or not such leave is paid or unpaid is entirely at the Company's discretion. You should make a request for bereavement leave to your manager.

If you are a bereaved parent, you may be entitled to statutory parental bereavement leave and subject to meeting qualifying requirements, statutory parental bereavement leave pay. Please see our Parental Bereavement Leave Policy for further information.

#### **6.9 PARENTAL/DEPENDANT LEAVE POLICY (NON-CONTRACTUAL)**

Parental leave or dependent care leave will be granted in accordance with current statutory regulations. Parental leave and dependent care leave are unpaid.

#### **6.10 JURY SERVICE POLICY (NON-CONTRACTUAL)**

If you are required to serve on a jury you should inform us immediately. You will normally be excused from work for the time required. You should ensure that you keep your manager informed as to your absence on a daily basis. You are required to return to work when jury duty ends and to present any documentation you receive from the Court to your manager. Whether jury service is paid or unpaid is entirely at the Company's discretion.

#### **6.11 SPECIAL LEAVE (NON-CONTRACTUAL)**

You may request special leave in addition to your holiday entitlements for exceptional unforeseen personal circumstances. We will consider your request and make a decision whether or not to grant it based on all the circumstances. Whether or not such leave is paid or unpaid is entirely at the Company's discretion.

## CHAPTER 7

# ABSENCE AND SICK PAY

## ABSENCE AND SICK PAY

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The Company recognises you may on occasions need time away from work due to illness. However, the aims of the following rules and procedures are for us to manage your illness with a view to understanding your condition and facilitating your return to work as soon as you are fit and able to do so.

Despite this aim, any failure to comply with the rules and procedures relating to sickness and absence may be treated as a disciplinary offence. The Bradford Factor will also be used to determine disciplinary action if required. The Bradford Factor is an absence-orientated key performance indicator (KPI) designed to put a number behind the disruptive potential of 'one off' absences when taken together.

When reporting any sickness or absence, an email will need to be sent to [absense@birdsall.co.uk](mailto:absense@birdsall.co.uk) whilst also copying in your direct line manager. The email should include your name, time reported, the illness you are experiencing, if you will be attending the doctors and when you expect to return to work.

Following sickness or absence you may be asked to fill out a return-to-work form and attend a return to work interview after more than 5 days absent.

### 7.1 SICK PAY

#### Contractual sick pay scheme

Following successful completion of your probationary period, during periods of absence due to sickness and in addition to Statutory Sick Pay (SSP) you may qualify for our contractual sick pay scheme. Any payments under this scheme will be inclusive of the Statutory Sick Pay entitlement. The Company will usually pay you full pay for first 5 days and then half pay for the next 5 days within a rolling year after which time you will be paid Statutory Sick Pay (SSP) only, in accordance with current legislation, unless the Company elects to make any further discretionary payments to you.

If you are away from work because of the negligent actions of a third party and make a successful claim for damages the Company reserves the right to seek reimbursement from you for Company sick pay and such other expenses as are legally recoverable in such situations.

### 7.2 NOTIFICATION AND CERTIFICATION OF SICKNESS

#### Notifying us that you are returning to work

In order for us to adjust staffing requirements you must notify your manager in advance of your intention to return to work.

#### Certification

For periods of absence of more than seven days you will be required to provide medical certification, normally a 'Fit to Work' note, from your doctor or a medical practitioner. Once a certificate has been received by the Company, you need only contact us on the last day for which the certificate is valid, at which time you must notify us as to whether you intend to return to work upon its expiry or whether you will be supplying another medical certificate to extend your sickness absence.

#### Misinforming the Company about self-certification

Giving incorrect information on a self-certification form will be grounds for disciplinary action which may result in your dismissal.

#### Failure to inform

An absence of more than seven calendar days that is not covered by a medical certificate, or an absence of seven days or fewer of which you have failed to notify the Company in line with notification procedures, will be treated as absence without leave. Where you are eligible for payment you will not be paid for such absence. Further, it will be considered gross misconduct and your employment may be terminated if you do not notify us of your absence.

### **7.3 EXPECTED BEHAVIOUR DURING SICKNESS ABSENCE**

If you are off work for sickness or injury, the Company expects you not to carry out any activity which would exacerbate your symptoms or injury. If applicable, the Company requests that you follow any advice given by your GP or any other qualified medical advisor.

Further, we ask that during any period of sickness absence that you do not undertake any work or employment, whether paid or unpaid, or participate in any activity which a reasonable person or healthcare professional would find inconsistent with the reason you gave for being off work, unless you have been given written permission by the Company.

### **7.4 RETURNING TO WORK**

#### **Fitness for work**

You are expected to return to work as soon as possible without endangering your own health or that of your colleagues. On your return to work you will be required to attend a return to work interview with your manager.

#### **Letter verifying fitness for work**

We have a duty to all our staff to ensure that they are safe and well. To ensure that you can return to work as soon as you are fit, you may be required by your manager to obtain a 'fit to work' note signed by a medical practitioner verifying that you are fit to work. In this circumstance you must take all reasonable steps to obtain such a letter as quickly as possible.

If we have any doubt whatsoever upon your return regarding your fitness to work or you fail to produce a 'fit to work' note confirming your condition to return, you may be asked to remain away from the workplace on Statutory Sick Pay until you are confirmed 'fit to work' by a qualified medical professional.

#### **Failure to return to alternative duties**

If your medical adviser suggests that you are fit to return to work for alternative duties which can be accommodated by the Company and you fail to do so without a valid medical reason, your entitlement to SSP may be at risk and the Company reserves the right to commence appropriate procedures.

### **7.5 ATTENDING MEDICAL APPOINTMENTS**

Dental, medical and other similar appointments should be arranged to take place outside of working hours wherever possible. Where this is not possible normal leave requests will apply (see earlier chapter). At the Company's discretion and only with prior agreement, you may be given permission to make up the working hours used to attend such appointments or they are taken as unpaid.

### **7.6 TERMINATION OF EMPLOYMENT DUE TO REPEATED ABSENCES**

Repeated absences of any length may result in your dismissal from employment with the Company if in the business environment in which the Company operates, and in our reasonable opinion, your absence causes staffing issues, or otherwise unreasonably affects the business of the Company.

If your absence is in consequence of a disability, you will not be dismissed unless this action is a proportionate means of achieving the Company's aim of ensuring that absence is maintained at a manageable level.

### **7.7 LONG-TERM ABSENCE**

We may apply this procedure whenever we consider it necessary, including for example in the event of a long-term absence or a number of frequent short-term absences. The underlying objective of this policy is to facilitate your return to work on a regular basis, if possible.

#### **Preliminary actions**

The Company will remain in contact with you as a means of providing support and in order to understand the reasons for your absence. We will invite you to attend a preliminary welfare meeting to explore the reasons for your absence and the prospects of your return.



Where possible we will obtain medical advice on your condition and any recommendations regarding workplace adjustments which may facilitate your return. We will usually require your permission to obtain medical advice and we will seek this from you when necessary.

### **Facilitation of your return**

Once medical advice has been received, you will be invited to another welfare meeting where we will review the information with you and discuss the way forward. Adjustments to your role will be made if it is considered to be reasonable and practicable by the Company in the circumstances. Where necessary, further welfare meetings will be held as appropriate to discuss all of the options with you. This will include providing you with alternative employment where this is a possibility. Should the Company consider that further medical advice is required during the process, this will be addressed with you.

### **Termination of employment**

Only where it is believed that there is no reasonable prospect of a timely return to work in any capacity, will the Company consider terminating your employment. You will be invited to a final meeting to discuss any further options and the reasons for your proposed dismissal.

A decision to dismiss due to capability will only be taken if it is determined to be a reasonable and proportionate outcome, having regard to all of the circumstances, to achieve the Company's aim of ensuring that sickness absence is maintained at a manageable level. Once we are satisfied that all relevant information has been gathered and properly considered you will be advised of the decision in writing. You have the right to appeal against any decision to terminate your employment.

### **Employee obligations**

As a requirement of your employment with us you agree to:

- Assist the Company in its efforts to comply with the requirements of the Equality Act 2010, if your long-term illness or condition so warrants;
- Inform your manager if you believe there are any ways in which we can accommodate your illness and help you to cope more easily with your work.

If you have any questions regarding this policy please contact Lynne Culliton (HR Director).

## CHAPTER 8

# HEALTH AND SAFETY

## HEALTH AND SAFETY

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### 8.1 STATEMENT OF GENERAL POLICY

#### General

This Company recognises that complying with the Health and Safety at Work, *etc.* Act 1974 (and regulations made under it) is a legal requirement, not a matter of choice.

#### Policy

The ethos of the Company is to develop, maintain and improve our ability to eliminate or control risks to health and safety; to meet expectations of employees, shareholders, customers and suppliers, and to satisfy legal requirements.

Our policy is to exceed the minimum requirements of the law where possible, with sufficient funds and resources allocated to achieve this.

We will also ensure that systems are in place that will enable us to properly assess risk, maintain, monitor and, where necessary, improve, safety and health performance throughout all areas of our activities.

Included in these systems will be the means to provide effective communication and consultation on health and safety matters at all levels of the business.

Any information, instruction, training or supervision necessary to meet these commitments will be provided to those who require it, in order to enable them to perform their job safely and competently.

#### Responsibilities

In return, the Company expects employees at all levels to exceed their minimum legal duties - these are set out in our organisational responsibilities.

This includes cooperating with us on safety matters and taking care of their own safety and that of others - whether from within, or outside the Company - who may be affected by their actions or omissions.

#### **Birdsall Health & Safety Codes of Practices Manual, including Environmental and Energy.**

This manual is provided to all staff & engineers covering all procedures and legislation requirements at work.

#### Toolbox talk Modules

All employees will receive a E-Learning log-in to enable them to carry out Tool Box Talk Modules, each year these will be reviewed and must be completed every 12 months.

#### Dynamic Risk Assessments

All Engineers are to carry out a Dynamic Risk Assessment per job/every working day prior to those works commencing.

#### Review and audit

This policy, and the way it is operated, will be reviewed annually - or more often if the business changes in nature and size.

The overall health and safety management system will be subject to an appropriate audit process.

Any revisions made to improve safety performance will be effectively communicated to employees and all other interested parties.

To review our whole Health and Safety Policy, please refer to our Wellbeing Policies document and to our Health & Safety Codes and Practices document. You can obtain them from our HR department.

## CHAPTER 9

# COMPANY VEHICLES

## COMPANY VEHICLES

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### Policy Statement

As a conscientious employer whose work often involves travelling, Birdsall is committed to reducing the risk of work-related road traffic crashes and collisions.

We understand that the following legislation applies to us:

- Health and Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999
- The Workplace (Health, Safety and Welfare) Regulations 1992
- Road Traffic Acts supported by the Highway Code
- UK Domestic Drivers' Hours Rules
- The Road Transport (Working Times) Regulations 2005
- The Road Vehicles (Construction and Use) Regulations 1996
- Corporate Manslaughter and Corporate Homicide Act 2007

This Driving Policy applies to all employees and Directors who drive in connection with Company employment whether it is in their own vehicle, a fleet vehicle or a vehicle hired by the Company.

This Policy will be given to all employees who drive on Company business.

The purpose of this Policy is to set out how the Company will ensure that all those who drive on Company business are acting in line with both the Health and Safety Law and Road Traffic Legislation.

This Driving Policy will be reviewed / updated as needed annually, and any changes made known to all driving staff.

All staff who drive on Company business whether they use a company vehicle or their own, will be required to produce their Driving Licence every six months, or on request, to prove continued entitlement to drive the class of vehicles they are required to use. All drivers will be deemed to have consented to permit their employer to contact the DVLA to check for any endorsements every six months or if unsafe driving practices are suspected.

Failure to produce the driving licence when requested may result in disciplinary action being taken.

Employees are required to inform their line manager of any Road Traffic Accidents (RTA) involving Company vehicles as soon as it is safe to do so, whether any damage is sustained to the Company vehicle. All staff are required to follow the procedures set out in sub-clause 9.6.

All employees must inform their line manager of any driving penalties either received or pending within 5 working days of notification.

### Licence

You are required to have a full and valid UK driving licence, a European Community equivalent, or an international driving licence appropriate for the class of company vehicle you will drive. The Company requires all employees to produce upon request their original valid driving licence prior to use of a company vehicle or at any subsequent point during their employment. When requested to do so you are also required to take the necessary steps to enable the Company to obtain evidence of your driving record. Please contact your Manager if you require further information regarding this.

Loss of your driving licence may result in the termination of your employment if your ability to drive on highways is a substantial part of your job.

## **Vulnerable Road Users**

All vehicles have blind spots, and it is vital you understand yours and how to minimise the risks they pose. Failing to see people and things in your blind spots can lead to costly damage or, worse, death or serious injury, and potentially losing your job, licence or being prosecuted.

You have a responsibility to look out for other road users, particularly pedestrians, cyclists, horse riders and motorcyclists, who are more vulnerable, and especially children, who can act unpredictably and may not understand how a vehicle will manoeuvre.

People on foot, bicycle, or motorbike account for half (50%) of all road deaths worldwide.

### **Before setting off**

Familiarise yourself with your blind spots, especially in vehicles you are new to. Think about what manoeuvres might be affected by blind spots and how you could avoid these or reduce the risk.

Some vehicles may have extra devices such as wide-angle mirrors, under-run guards and reversing alarms fitted to comply with regulations and make them safer. Know what devices are fitted to your vehicle and how to use them. Let your manager know if you have not received training on this. However, do not rely on these devices. You also need to avoid risky manoeuvres; drive and manoeuvre slowly and cautiously and stay alert.

### **Manoeuvre safely**

The biggest danger to vulnerable road users caused by blind spots is when you are manoeuvring, such as changing lanes, reversing, or turning. Three-quarters of cyclist crashes in Britain are at or near junctions.

When changing lanes or reversing, proceed carefully, checking all around and using mirrors and other safety devices that are fitted to the vehicle.

It is up to you to check that the space around your vehicle is clear, before and during any manoeuvres. But you should also tell your manager if the design of a site is making manoeuvring difficult, or your route is causing unnecessary risky manoeuvring, or you feel you need extra training.

### **What you can do**

- limit high-risk manoeuvres, such as changing lanes or reversing whenever possible.
- check around carefully before and during a manoeuvre.
- check twice and look longer for other road users at junctions.
- keep windows and mirrors clean and clear.
- use a banksman if provided.
- tell your manager if you think you need further training, or if a site's layout or your routing is making manoeuvring risky or causing you to make risky manoeuvres.

## **Type of use**

Company vehicles are to be used for the Company's business purposes only. Express permission must be obtained before a company vehicle is used for personal use. Speak to your manager if you are unsure about this.

Use for the carriage of passengers for hire or reward is expressly forbidden and will be regarded by the Company as constituting gross misconduct.

### **Personal use of company vans**

It is not permissible to use your company van for any personal use. Vans are to be used for work related duties only, including your journey to and from home and site. It should be specified on your weekending sheets that zero personal miles have been driven.

If you wish to use your vehicle for personal use, you must contact HR so that Birdsall can contact the HMRC immediately to advise them that you are now receiving a benefit in kind (BIK) and ensure you are paying the correct amount of tax for the use of the vehicle.

There BIK on a company van for a full year is currently (23/24) £3960, tax paid £792 (20% rate of tax) or £1584 (40% rate of tax) and the fuel benefit is £757, tax paid £151.40 (20% rate of tax) or £302.80 (40% rate of tax).

Failure to advise the HMRC of personal use could result in a tax bill with interest for the employee and a fine for the company.

We are introducing a £20 administrative fee on top of any fine that pay on your behalf, this will be collected on top of the fine from your next pay.

In a drive to reduce the level of accidents we are now passing on the full excess charge of £500 to the employee if you are found to be at fault. We will deduct this from your pay. If you fall into a higher excess rate you will be advised and the full amount will be payable.

### **Physically and mentally fit**

Whenever you drive a company vehicle you must have disclosed to your employer any medical physical or mental conditions that would impair your ability to drive the vehicle in a safe and secure manner.

### **Smoking/Electronic Cigarettes**

It is not permitted to smoke or use electronic cigarettes in company vehicles at any time.

### **Fuel and mileage**

You will receive a company credit card/company fuel card for fuel used by you when driving your company vehicle on company business. Use of this card for any other reason without authorisation from your manager will be grounds for disciplinary action and may result in your dismissal.

### **Road fund licence**

The road fund licence for each vehicle will be renewed by the Company when required. If you have any questions regarding a vehicle's road fund licence, please contact your Manager.

### **Use outside the United Kingdom**

No company vehicle may be taken out of the United Kingdom without written permission from your manager.

### **Vehicle security**

At all times when leaving the vehicle unattended you must ensure that all windows are closed, the ignition key removed, and the vehicle securely locked including all dead locks. Failure to do so will result in any lost company property being charged to you.

### **Lost or stolen articles**

The Company accepts no responsibility for any personal articles carried in the company vehicle.

### **Seat belts**

You and any front or rear seat passengers are always required by law to wear seat belts where they are provided. Fines imposed for not wearing them will be your responsibility.

### **Parking Tickets/Fines**

If parking tickets are given to any Company vehicles whether they are being used for Company business, the driver/keeper of the vehicle is to ensure that the office is informed as soon as reasonably practicable. Failure to do so may result in the employee being held liable for extra costs over and above the original fine. An admin fee of £20.00 will be added to any charges.

### **Congestion Charge**

The congestion charge is automatically paid for on your vehicle. The only exception is if you are in a hire vehicle you WILL need to pay for the Congestion Charge and claim back on your expenses.

### **Dartford Tunnel or any other Tunnels**

These are not automatic, and you will need to pay for these as and when you use them. Please claim the monies back through your expenses against the case number of the job you were attending.

### **Rotherhithe Tunnel**

As you are driving a Commercial Van you are NOT permitted to use the Rotherhithe Tunnel at any time. If you do use this Tunnel there is an automatic fine of £160 which will be passed to you to pay plus a £20 administration fee.

### **Drink and Drugs including Medicines**

The Company operates a zero-tolerance drink and drug driving policy.

All drivers must report any pending prosecutions and/or cautions immediately, regardless of whose vehicle they were driving at the time. Failure to do so will result in disciplinary action.

Any driver prosecuted for such offences will be subject to the disciplinary procedure which may result in dismissal.

All employees are encouraged to report concerns about colleagues with regards to drink or drugs as soon as possible. This can be done anonymously if necessary.

Any driver who believes that they may be over the drink drive limit must inform their line manager. They must not drive. They may be given alternative duties if available or be required to take annual leave. Should this become a regular occurrence, disciplinary action may take place.

Any driver found to be affected by illegal drug use will face disciplinary procedures as well as prosecution by the Police.

Any driver taking prescription or over the counter medicines must ensure that they are still fit to drive. Many prescription/over the counter medicines can have a serious effect on the ability to concentrate and can contribute to accidents. Such medication may include cold remedies, some cough medicines, pain relief – especially those including opiates, and antidepressants which may cause muscle spasms.

Any driver whose abilities are found to be impaired through drugs, whether legal or illegal, may be prosecuted.

Any driver who may be unfit to drive must inform their line manager immediately. They must not drive.

### **Drivers' Responsibilities**

All drivers are legally responsible for the roadworthiness of their vehicles. If the tyres are bald or the lights do not work etc. it is the driver who will receive penalty points and fines.

Drivers of Company vehicles are required to carry out basic maintenance on their vehicles, such as ensuring oil and coolant levels, tyre pressures etc. are all correct.



A vehicle condition form **must** be completed Monthly and submitted. Failure to do so will result in disciplinary measures being taken.

Any defects identified must be reported to the Company immediately. The Compliance Manager will ensure the fault is recorded. The employee must complete a vehicle defect form as soon as the defect is found. The completed form must be sent to the Compliance Manager as soon as possible.

Verbal reporting of a defect without completing a defect form is not acceptable.

All reported defects will be dealt with promptly. The Company will not permit un-roadworthy vehicles to be used.

## **USE BY OTHER DRIVERS**

### **Sole use by employee**

If the company vehicle has been provided solely for your use, it is your responsibility to see that the vehicle is not driven by anyone else. If in doubt, you must seek clarification from your manager.

### **Use by another driver**

If you have received authority for someone else to drive the company vehicle, you should use your best endeavours to ensure that he/she observes the policies and rules set out in this section and complies with licencing procedures as set out at the beginning of this chapter.

### **Grey Fleet**

Any employees driving their own vehicle on behalf of the Company will be required to present their insurance certificate and MOT certificate (if applicable) on an annual basis. The employee must ensure that their vehicle is insured for business use. The employee must only travel to the site or to an office then back home, no other stops are permitted.

Any employee driving their own vehicle must ensure that it is kept in a safe and roadworthy condition at all times. The management accept that employees may be without their vehicle when repairs are necessary to keep the vehicle in a safe and roadworthy condition. However, employees must give as much notice as possible so that alternative arrangements can be made.

Safety of our employees here at Birdsall is our first concern. For those employees that use their personal vehicles for business use we have implemented the following policy. Employees must provide proof of the following on their Induction to the business:

- Valid UK Drivers Licence
- Valid Insurance Certificate showing liability coverage which includes cover for business use
- Valid MOT Certificate
- Proof of Valid Tax

This information will be presented at New Employee Orientation and subsequently within 30 days of renewal of any of these documents.

It is understood that:

- Drivers shall obey all applicable traffic and parking regulations, ordinances, and laws, including the use of seat belts.
- Accident deductibles, parking tickets, speeding fines, etc. incurred by staff while using a personal vehicle for Birdsall business are the personal responsibility for payment of such fines.
- Birdsall are not responsible for any physical damage to an employee's vehicle.

- The employee bears the expense of any personal auto policy deductibles.
- An accident/incident report must be filed out via our electronic form system Bantham Technologies, should any accident/incident occur while using a personal vehicle for Birdsall Business.
- Submit a monthly vehicle check sheet via our electronic form system Bantham Technologies.
- The driver shall not talk on their mobile phone, text message or operate any electronic equipment while driving the vehicle. If the driver receives a call or needs to make a business call, they shall park the car in a safe location to receive or make a mobile phone call.
- We will pay a rate per mile in line with government guidance to cover fuel and wear and tear costs on your vehicle, you will need to submit a mileage form each month to be reimbursed for this.

### **Mobile Phones**

Mobile phones, sat nav's and tablets are seen as an essential means of work communication. However, it is illegal to use a handheld mobile phone while in control of a vehicle, whether it is mobile or stationary i.e. in traffic. If caught, you can get an automatic fixed penalty notice which you could get 6 penalty points on your licence and a fine of £200.

Your case could also go to court, and you could be disqualified from driving and get a maximum fine of £1,000.

All drivers/vehicles will be provided with hands-free kits; however, a mobile phone should only be used when it is necessary. You are permitted to use hands-free phones and sat navigation when you are driving, but if the police think you are distracted and not in control of your vehicle you could still get stopped and penalised. If you are involved in an accident and there is a possibility that you were not concentrating due to phone use, for example, you may also be charged with 'driving without due care and attention', or worse.

Whenever possible, mobile phones should be switched off while driving and a message facility used. Messages should only be picked up and responded to when it is safe to do so.

Drivers must not dial out or send or read texts while in motion. (This includes hands free kits.) They should find a safe place to stop before making any calls.

Where there is a passenger or 'drivers mate' in the vehicle they should be responsible for all communication however, all driver distractions must be kept to an absolute minimum.

Drivers must report faulty hands-free sets immediately. These will then be repaired or replaced as soon as possible. Drivers will not be permitted or encouraged to use a handheld mobile phone while they have no hands-free kit.

Any driver failing to adhere to the mobile phone policy will be subject to disciplinary proceedings.

### **Satellite Navigation Systems**

Satellite Navigation Systems can be a useful tool for drivers; however, they can also be a dangerous distraction.

All destinations should be entered while the vehicle is stationary in a safe place. All drivers should stop if it is necessary to take their eyes off the road to check routes.

They should be positioned so as not impair vision. They should not be positioned where they are likely to cause injuries in the event of a collision.

All vehicle distractions should be kept to a minimum and it is the responsibility of the driver to ensure that they are not likely to be distracted.

### **Journey Planning**

The management will ensure that appointments are scheduled to a realistic timetable and are planned to consider the essential need for adequate rest periods. Any employee who feels that their timetables/schedules are unrealistic, and they need to take risks or break speed limits to complete them must voice their concerns with their line manager as soon as possible.

The management will monitor weather conditions and will reschedule deliveries and/ or appointments etc. if conditions become too dangerous for the drivers.

Drivers must ensure that their personal lives do not cause them to come to work tired. Driver fatigue is a well-known cause of accidents.

## **CONDITION OF VEHICLE**

### **Cleanliness**

The company image is important and is reflected through you and through any company property including company vehicles. It is therefore your responsibility, where a company vehicle has been entrusted to you, to keep its exterior and interior clean, ensuring all rubbish and waste is removed from the vehicle daily.

### **Random checks**

We reserve the right to conduct random checks to ensure that these policies are being observed and to repossess the vehicle if they are not.

### **No fixtures or alterations**

No fixtures such as aerials, roof racks, additional storage racking, towing apparatus, stickers or similar may be attached to company vehicles without prior written permission.

Before returning the vehicle to the Company, it should be restored to the condition it was in when first received by you, subject to normal wear and tear.

No change or alteration may be made to the mechanical or structural specification of any company vehicle.

### **Vehicle Maintenance**

All drivers are required to carry out basic maintenance on the vehicle for which they are responsible. They should check oil, water, tyre pressures and windscreen washer fluid weekly and carry out a full vehicle inspection checklist monthly.

In winter months, drivers are reminded that they must have a clear windscreen before setting off. Peering through a small section while the screen de-mists is not acceptable. Ensure that all your windows are clear/free of ice/snow etc. before moving off.

The management will ensure that all vehicles used on behalf of the Company are regularly inspected and strictly maintained using at least the manufacturer's recommended service schedules (and if applicable, in accordance with Operator licence requirements).

## **INSURANCE**

## **Fleet policy**

All company vehicles are covered by a fleet insurance policy and the terms of this policy must be strictly observed. For security reasons, the Company keeps certificates of insurance.

## **Personal use of company vans**

It is not permissible to use your company van for any personal use. Vans are to be used for work related duties only, including your journey to and from home and site. It should be specified on your weekending sheets that zero personal miles have been driven.

If you wish to use your vehicle for personal use, you must contact HR so that we can contact the HMRC immediately to advise them that you are now receiving a benefit in kind (BIK) and ensure you are paying the correct amount of tax for the use of the vehicle.

There BIK on a company van for a full year is currently (23/24) £3960, tax paid £792 (20% rate of tax) or £1584 (40% rate of tax) and the fuel benefit is £757, tax paid £151.40 (20% rate of tax) or £302.80 (40% rate of tax).

Failure to advise the HMRC of personal use could result in a tax bill with interest and a fine for the company.

## **Securing vehicles and contents**

All company vehicles should be kept locked when not in use, and all contents should be stored out of sight, preferably in the rear of the vehicle. Additionally, you should ensure that any company vehicle is parked in well-lit areas in clear public view.

If a vehicle is stolen, the Company is required to satisfy the insurance company that there has been no negligence. If you have not observed this policy, we will hold you responsible for any resulting loss that would not have been covered by the insurance.

## **Reporting loss**

In cases of loss, whether of the vehicle and/or its fittings or contents, you must inform the Company immediately. Full details of the contents of the vehicle must be itemised and given to the Company.

## **EMERGENCY PROCEDURES**

### **Breakdown**

- If possible, avoid stopping in dangerous places such as roundabouts and corners
- Switch on your hazard lights
- If it is safe to do so, drop your speed, continue driving and try to pull off the road completely, or onto a straight section of road
- If you must stop on a road, display your emergency triangle at least 45 metres behind your vehicle (do not do this on a motorway)
- Do not attempt to fix your vehicle yourself by the roadside. Call your employer's designated breakdown service. Refer to the company's fleet maintenance procedure
- Switch off your engine and wait in a safe place, away from traffic

## Calling for Help

- If required on motorways, blue and white marker posts show the direction of the nearest phone. The phones connect directly to the police control centre and are numbered so that you can be easily located. If using your mobile phone, refer to the blue rectangular Driver Location Signs, which detail the road number (e.g. M1), direction of travel and precise location.

## Motorway Breakdown Procedures

If your vehicle develops a problem on the motorway:

- Leave at the next exit if possible and stop at the next service area
- If you must stop immediately, pull onto the hard shoulder and stop with wheels turned to the left, away from traffic
- Park as close to the left as possible and try to stop near an emergency phone
- Put on your hazard lights and turn on side lights in poor visibility
- DO NOT use your warning triangle on the hard shoulder

## NEVER attempt repairs yourself

### Waiting for Help

- If you must stop on the hard shoulder:
- Get out of the vehicle
- Make sure you and all passengers exit the vehicle on the left-hand side
- Walk off the road – up the embankment if there is one, or climb over the crash barrier into a field if possible
- NEVER try to cross lanes to the other side of a motorway

## Be prepared

- Carry a charged mobile phone and charger
- Carry an emergency kit, including warm and high visibility clothing, a torch, water and a reflective triangle
- Call the office and the Company breakdown service and await instructions

## Accident

If a vehicle being used on Company business is involved in an accident (RTA) the following steps are to be taken:

- Stop your vehicle in a safe location
- DO NOT admit liability
- Call the emergency services if anyone is injured or if property is damaged
- If the police attend the scene, note the reporting officer's name, identity number and station
- Note information about the accident, exchange details with third parties and take the names and contact details of witnesses

- Third parties are obliged to give you their name, the vehicle registration number and insurance details under section 170 of the Road Traffic Act 1988
- If a camera is available, photograph the scene from different angles
- Take pictures of the vehicles involved and of the damage to your own and third party vehicles/property
- Contact your line manager as soon as you are able.
- Fill out an Accident/ Incident Form and report a vehicle accident via our electronic form system Bantham Technologies
- Fill out motor accident insurance form via our electronic form system Bantham Technologies
- Note: Further information can be found in the company Fleet Maintenance Procedure

**Employees must prioritise:**

- Their own safety
- The safety of anyone else involved
- The safety of other road users

**REPLACEMENT, RETURN AND REPOSSESSION OF COMPANY VEHICLES**

**Replacement**

At a time to be decided by the Company, and at its sole discretion, the vehicle will be replaced with a vehicle from the existing fleet or a new vehicle, depending on availability at the time of replacement. The model and make are at the Company's discretion.

**Repossession**

Where you have a company vehicle for work use only, the Company reserves the right to take back the vehicle in the event of an unexplained absence from work in excess of one week or any certified sickness absence in excess of four weeks. The vehicle will be returned when you return to work.

Where you have a company vehicle for personal use, the Company reserves the right to provide you with an appropriate alternative vehicle, in the event of an unexplained absence from work in excess of one week or in the event of any certified sickness absence in excess of four weeks, such action will only be taken where it is necessary to ensure the Company is able to meet its service commitments to clients.

On notice of termination being given by either party the Company reserves the right to repossess the vehicle at any time, and may require the company vehicle to be returned at any time.

**Returning the company vehicle**

It is your responsibility to return the vehicle to the Company in the condition in which it was provided to you. By signing these terms and conditions, you agree to refund the Company for any damage to the vehicle that you have not notified the Company of previously and that is not as a result of ordinary wear and tear.

It is your responsibility to return the vehicle to the place that the Company designates at the time that the Company stipulates. Any reasonable transport expenses incurred in returning home will be met by the Company.

There is a £100.00 per year wear and tear allowance on the vehicles.

### **Contributory fault for loss, accident or damage**

Whilst the Company appreciates that accidents and/or incidents may happen, where it is found by the insurer that your behaviour has contributed to the accident or incident we may require you to repay, either through deduction of wages or any other method acceptable to us, any costs incurred by the Company.

Where you are held responsible by the insurer for any accident, incident or damage or loss, then we reserve the right to deduct the excess on the insurance policy as a minimum and possibly the total costs of the accident and/or damage from your wages.

Excess costs is £500.00 if the accident is your fault.

If dead locks have been fitted but not engaged and your vehicle is involved with theft you will be held accountable for the full value of the stolen items and the damage to the vehicle.

### **Severe Weather**

Winter can bring extremes of weather from dense fog to snowfall that closes major roads. The Company will monitor weather conditions and will attempt to ensure so far as reasonably or operationally practicable that no-one is sent on a journey that may take them into a severe weather front.

The Company will ensure that all vehicles supplied by the Company have been properly maintained and prepared for bad weather.

It is incumbent on the drivers of all vehicles to make sure they have adequate cold weather protection with them – warm coats, gloves and blankets etc. in case they are stranded.

All drivers are reminded that if they are stranded by snow etc., they should remain in their vehicle unless instructed to leave by the emergency services.

## CHAPTER 10

# CODE OF CONDUCT



## CODE OF CONDUCT

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### 10.1 COMPANY RULES

The following rules apply to all employees and should be strictly observed. Breach of these rules may result in disciplinary action as set out in the chapter detailing Disciplinary Rules and Procedure in this handbook.

### 10.2 GENERAL

#### **Bringing the Company into disrepute**

At all times remember that you are an employee of the Company and that your conduct may reflect on us. Whether or not you are at work, you should not do anything that would bring the Company into disrepute with customers or the general public.

This includes any statements made about the Company, colleagues or clients on the internet, forums or social networking sites which are likely to be interpreted as damaging to the reputation of any associated party of the business, the Company's business interests or any duty of confidentiality. Please note such comments or statements are considered serious and may result in disciplinary action up to and including dismissal.

#### **Obey instructions**

You must obey all reasonable and lawful instructions given to you.

#### **Abide by terms and conditions of employment**

You must familiarise yourself with and abide by the terms and conditions of your employment that include the Principal Statement of Terms of Employment, this handbook, the Code of Conduct and other company rules which may be issued to you from time to time.

#### **Week-ending Sheets**

Week-ending sheets should be submitted each week by midday Monday of the following week, excluding bank holidays, where this must be submitted by midday Tuesday by email.

All week-ending sheets should be completed fully by completing the mileage column, number of hours worked, total hours worked, call number and call type. Mileage readings are also required to be kept accurate to the reading of your vehicle milometer. All private mileage should be recorded on your week-ending sheet.

#### **Best endeavours**

You are required to use your best endeavours to promote the interests and welfare of the Company and to devote the whole of your time, attention and skill during working hours to Birdsall Group Ltd and its affairs.

#### **Gambling**

Customary sweepstakes and lottery syndicates require the permission of your manager. Otherwise you may not participate in or provide facilities for betting or gambling on the company premises.

#### **Smoking / Electronic Cigarettes**

You must not smoke or use electronic cigarettes during working hours and when driving company vehicles. However, you may smoke or use electronic cigarettes during your rest breaks in the designated area.

#### **No misrepresentation**

Customers have legal protection from being misled about the merchandise or service provided by the Company.

After receiving appropriate training you will be expected to be accurate in your description of the merchandise or services that the Company provides (whether the communication is verbal or in writing, e.g. on invoices, valuations etc.) when dealing with customers. It is your responsibility to comply with the law at all times.

### **Personal mobile phones**

Unless you are anticipating an emergency call you must switch your personal mobile phone to silent whilst at work. You may use your mobile phone on your breaks provided that you do not disturb or disrupt your colleagues.

## **10.3 GIFT GIVING AND RECEIVING**

### **Receipt of gifts**

You are required to declare in writing to the Managing Director all gifts received in the course of business. You will not be allowed to retain these gifts without the prior approval of the Managing Director. You must not accept or agree to receive any gift if you know or suspect it is intended as a bribe. Cash or equivalent gifts are strictly prohibited.

Under no circumstances are you permitted to request gifts of any kind from clients, potential clients, suppliers or any other third party in the course of business.

### **Giving of gifts to third parties**

You are prohibited from offering, promising or giving gifts to clients, potential clients, suppliers or any other third party in the course of business without the prior permission of the Managing Director. Permission will only be given if in the circumstances the gift is reasonable in nature, value and timing. Cash or equivalent gifts are strictly prohibited. Where the giving of a gift is permitted, it must be given openly and be appropriately recorded in the appropriate gift register.

### **Giving of gifts to colleagues**

While we appreciate that employees may collectively wish to present colleagues with gifts from time to time, collections for such gifts should be controlled and only arranged with the prior permission of your manager.

## **10.4 HOSPITALITY**

You may offer, promise or give hospitality in the name of the Company providing all the following are complied with:

- You have authority to do so
- It does not exceed £300.00
- It is reasonable in nature, value and timing
- It is not promised, offered or given to influence a third party to enter into business with us or to give us a business advantage
- It is given openly
- It does not occur overly frequently between the parties

You may accept hospitality providing it is proportionate, appropriate and justifiable in the circumstances. You must ensure that by accepting hospitality you do not place, potentially place or give the appearance of placing the Company in a position where a business advantage is expected to be given by us in return. You must not accept hospitality where you know, believe or suspect that it is intended as a bribe. Under no circumstances are you permitted to request hospitality in the course of business.

Where hospitality is offered, promised, given or accepted details of this must be recorded in the hospitality register. This will be monitored by the Managing Director and the provision and acceptance of hospitality will be kept under review.

## **10.5 DONATIONS**

This Company does not make contributions of any kind to political parties, causes or politicians. Nor do we make charitable donations of any kind. You are prohibited from offering, promising or giving political or charitable donations for the purpose of obtaining business or a business advantage for this Company.

## **10.6 APPEARANCE**

### **Work clothes**

You should attend work in clothes that are clean, neat, tidy and appropriate for the duties you are required to perform. Where your work brings you into regular contact with members of the public, you are expected to pay particular attention to this rule and dress in a way that is consistent with the custom and practice of the profession or industry you represent.

### **Uniform**

You are issued with a uniform, which you must wear at all times as instructed. The Company will replace worn items where this is as a result of normal wear and tear.

It will be the responsibility of all staff to replace, at their own cost, any item lost, misused or abused. You are contractually required to return all items of uniform to us on the termination of your employment. If you fail to do so you will be required to repay to the Company, either by deduction from wages or any other method acceptable to the Company the reasonable cost of any unreturned item(s).

### **Personal hygiene**

A reasonable and appropriate standard of personal hygiene must be maintained during working hours.

## **10.7 PERSONAL PROTECTIVE EQUIPMENT**

### **Protective clothing**

You will be issued with protective and/or safety clothing or equipment, which you must use at all times as instructed.

### **Safety boots**

You will be issued with appropriate safety boots where this is identified as being necessary. If you wish to purchase more expensive safety boots you will be responsible for the cost of these. The Company may at its absolute discretion make a contribution towards the purchase of such safety boots. For information regarding this please contact your manager. The allowance for the safety boots is up to £65.00.

## **10.8 USE OF OUR PROPERTY**

### **Equipment, stationery and office supplies**

You must not use the Company's equipment, stationery and/or supplies for private purposes.

### **Telephones**

You must not use company telephones for receiving or making calls unrelated to company business unless for emergency purposes.

### **Personal mail**

All mail received at the company address will be opened including mail addressed to individual employees. You should not receive personal mail at work without prior permission from your manager and you must not mail personal post at company expense.

### **Company property**

Unless your manager has given prior written permission, you must not remove documents or items belonging to the Company, its customers, suppliers or employees from the premises.

### **Use of tools**

You must not use the Company's tools for private purposes without written permission of your manager.

### **Return of company tools**

You must return any company tools to us on the termination of your service or earlier upon the Company's demand.

### **Lost, stolen tools or damaged**

It is the responsibility of the employee to keep safe and to maintain all tools and equipment belonging to the Company. Tools and equipment that are the property of the Company must be safeguarded at all times and not left unattended. They should be kept locked up and out of sight where appropriate. If you fail to do this you will be expected to reimburse the Company for the cost of any tools or equipment that are lost, stolen or damaged while under your care, this includes company PDA's and Laptops.

## **10.9 USE OF OUR PREMISES**

### **Housekeeping**

For security and safety reasons ensure that your workspace is uncluttered, clean and sanitary.

### **Break rooms**

You and your colleagues are responsible for ensuring that the places where you take your rest breaks are kept clean (disposing of any rubbish and cleaning up any perishable food stuffs). After use, ensure that the condition of these areas is clean and tidy in appearance.

### **Personal visits are not authorised**

Please do not encourage any unauthorised individuals to visit you at work. Such visits will not be authorised unless for emergencies.

### **Keys, key fobs and passes**

You must take all necessary steps to ensure that if issued with company keys, key fobs or passes, you do not let another person take control of them unless that person is a manager. If you lose any company key you should immediately report this to your manager and if necessary, take all other steps to secure the premises.

## **10.10 SECURITY POLICY**

The Company adopts a proactive approach to security. The Directors are committed to the protection of the business assets of the Company.

We take every reasonable step to ensure the physical security of our employees, premises, vehicles, plant, equipment and product. If any employee has any concerns in respect of the security of any area of the business, they should present full details of their concerns to a manager. Such concerns will be taken seriously and action will be taken if considered reasonable and necessary after investigation.

Everyone has an individual responsibility to be alert to strangers who appear to have no obvious reason for being on the premises. If in doubt, contact your manager.

### **Right to search**

The Company may inspect the contents of any vehicle, bag, parcel, handbag, case or similar article before it is brought on to or taken away from the premises. The Company also reserves the right to request any employee to empty pockets etc. while on the company premises.

A refusal to co-operate may result in disciplinary action and/or the police being involved.

Searches will be carried out on a random basis, and a search does not imply any dishonesty on the part of the employee.

## **10.11 PARKING**

Parking is provided for employees. The Company is not responsible for the security of personal vehicles and accepts no liability should your vehicle or its contents be damaged, stolen or lost.

## CHAPTER 11

# USE OF COMPUTERS, INTERNET AND EMAIL

## USE OF COMPUTERS, INTERNET AND EMAIL

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### 11.1 COMPANY POLICY

We make computers, computer equipment, internet services and email available to our employees as a business tool to help them perform their job role more effectively. Whilst we acknowledge the benefits that the use of such technology can have for our organisation, it is vital that it is used reasonably, professionally and for appropriate purposes.

This policy sets out rules for the use of computers, email and the internet. The rules in this policy are very important and as such we expect them to be complied with at all times. A serious violation of this policy may result in summary dismissal for gross misconduct.

### 11.2 PERSONAL USE

We permit employees to use company computers, internet services and email for the purposes of browsing the internet and sending or receiving personal email during the working day provided:

- Use is reasonable
- For guidance, we would consider use during quiet periods or during your breaks to be reasonable use
- It does not interfere with your duties or adversely affect your productivity
- You comply with the rules set out in the rest of this policy

You should not use our computer systems, internet services or company email account for any matter you wish to be kept private from the Company.

### 11.3 SECURITY

The security of our systems and data is of great importance to the Company. If it is compromised it could harm our business or expose it to the risk of harm. To prevent this from occurring, you are required to comply with the security measures detailed below.

#### **Unauthorised software**

Software other than that provided by the Company is not to be downloaded or installed onto company computers unless specifically authorised by your manager.

#### **External devices and equipment**

No external devices or equipment should be attached to our computers or computer equipment without the prior approval of your manager.

#### **Computer viruses**

Whilst the Company has anti-virus software and spam filters in place, it is still expected that employees will take reasonable care to ensure that our systems do not become infected. If you are suspicious that an email or an attachment may have a virus, you should not open it. You should report it to your manager immediately.

If you become aware of a virus or any other programme in our computer system that could cause harm, whether to the computer system itself, its security or our data, you must report this immediately to your manager.

To carry out all Cyber Training online course that are sent via our IT Provider, Mitru IT Solutions.

#### **Smartphone and tablet applications**

If you have been provided with a smartphone or other portable internet enabled device, you must not download or install any applications on to it without authorisation from your manager. Any applications you are authorised to download must be obtained from an approved source, irrespective of their availability elsewhere.

### **Confidential passwords**

Passwords are confidential and must not be given to another person without prior permission from your manager. If you are preparing to leave your position with this Company for any reason (for example because you have resigned), you must immediately make any passwords used in the course of your employment known to your manager.

### **Securing your computer terminal /computer device**

You are required to secure your computer terminal if you are leaving it unattended. You must either log off or lock your system. This is to maintain the security of our systems and data.

If you are using a laptop computer or any other mobile computing device it is your responsibility to ensure that it is kept secure at all times. Particular care must be taken whilst away from the workplace. All mobile computing devices must be password protected. When it is not actively in use, you must switch off or lock your device to prevent unauthorised access being gained to our systems or data. In the event of loss or theft of a device, you must report this immediately to your manager.

You are permitted to use memory sticks to store information when it is required by your role or by the Company. Any information stored on a memory stick must be secure; this means it must be password protected with a strong password. You are responsible for ensuring that the memory stick is not lost or stolen whilst in your possession.

If loss or theft does occur, you must immediately report this to your manager and provide a description of the information on the device.

### **Modification of company equipment**

You must not make any modifications to computer equipment or computer software (including removing software) without first obtaining permission from your manager.

## **11.4 USE FOR PROHIBITED CONDUCT**

The Company's computers and computer equipment are provided for the legitimate business purposes of this Company. As such, their use for prohibited conduct will be treated very seriously and may result in your dismissal without notice. The examples of prohibited conduct detailed below are non-exhaustive.

The Company strictly prohibits the use of our computers, computer equipment, office equipment, email or internet systems to access, view, create, post, download, store, send, print, copy or distribute:

- Illegal material
- Pornographic material of any kind or material of a sexual nature
- Obscene material
- Discriminatory, defamatory, harassing, derogatory or insulting material
- Offensive material (that is material likely to cause offence, upset or embarrassment if it is received, seen or discovered to have been accessed)
- Confidential material unless authorised to do so

The following actions are also prohibited:

- Generating or otherwise participating in the distribution of a virus
- Copying software
- Using company programs and software for any unauthorised use
- Using company software or design programs for unauthorised use
- Uploading, downloading, opening or distributing unauthorised software
- Infringing the trademark and/or licencing rights of this Company or any other individual or organisation
- Infringing the copyright of any individual or organisation

## **11.5 EMAIL**

The Company recognises that email is a useful business tool. However, it is crucial that it is used in a professional manner at all times, whether being sent from a computer or mobile computing device such as a smartphone or tablet. All employees are required to comply with the rules set out below. At no time should email be used for Prohibited Conduct.

### **Appropriate use of email**

You should correspond by email only when it is appropriate for you to do so. In any email sent in the course of employment you must ensure that:

- The tone and content is appropriately professional
- You identify yourself in an appropriate manner
- You include the Company's standard disclaimer

### **Confidential information**

You are responsible for ensuring that you do not use email to reproduce, replicate, duplicate or distribute confidential company information to an inappropriate party.

You are strictly prohibited from transferring confidential information to your personal email account.

### **Creating contractual commitments**

It is important to remember that contracts and contractual obligations can be created by email. You must not create a contract or any contractual obligations with a third party unless it is the Company's intention to do so and you have the appropriate authority. If you require further information regarding this, please contact your manager.

### **Use of emails in court proceedings**

Emails can be disclosed in legal proceedings. You must bear this in mind when drafting, responding to or forwarding emails. Even if emails are deleted, it is likely that they are recoverable and as such capable of being disclosed.

### **Group emails**

If you are sending a group email to clients/potential clients (for example for marketing purposes) you must ensure you protect the confidentiality of our client list and the privacy of clients/potential clients.

### **Jokes**

Using email for the receipt and distribution of jokes and banter is not permitted. Email is one of the least secure methods of communication. What may seem like a joke to you may be offensive to someone else.

### **Junk mail (spam) and chain emails**

Sending and responding to junk email chain letters/emails is forbidden.

### **Political and charitable donations**

You are prohibited from using email to request or respond to a request for political or charitable donations.

### **Managing your email account**

It is your responsibility to ensure that you have sufficient space in your 'Inbox' to enable you to receive emails at all times. You should regularly electronically archive old emails to ensure that your email account is able to function efficiently.

You must use the 'out of office' function on our email system when you are on holiday. If you are unsure who to forward your emails to in your absence, contact your manager. The 'out of office' message received by those who contact you must be professional. It should include the date/time when you will next be contactable and who will be dealing with your emails in your absence.



If necessary for business purposes, the Company may access your emails in your absence.

## **11.6 INTERNET**

The Company provides internet access as a tool to assist employees to perform their roles. It must be used in a reasonable and professional manner at all times.

You must not engage in any Prohibited Conduct, or act in a manner which breaches any company policy or term of this handbook. It should be remembered that 'cookies' and similar tracking devices may be left on website visits and these can be traceable to the Company. As such you must not visit any websites or carry out any activity on the internet which would be inappropriate in a business environment.

If, as part of your role you are permitted to make 'postings' (or carry out similar actions) on the internet on behalf of the Company, you will receive additional guidance from your manager regarding what is and what is not acceptable to the Company.

Any breach of this part of the policy will be treated seriously and may result in your dismissal.

The Company reserves the right to block access to any website it deems inappropriate for employees to access using its systems.

### **Watching live television on the Internet**

This Company does not hold a television licence. As such you are strictly prohibited from watching or recording live television at our premises using our equipment.

### **Internet gambling**

At no time are employees permitted to use the Company's computers, computer equipment or internet to participate in on line gambling of any kind.

## **11.7 MONITORING**

Use of our computers and IT systems (including internet and email) are monitored. This also includes personal use of them.

Information obtained by monitoring may be used as part of disciplinary, capability or other company procedures set out in this handbook.

## **11.8 PDA AND TABLETS**

You will be required to carry out the following actions on your PDA and Tablets:

- Use the software provided to report your depart, arrive, start work, end work and departure each day. Failure to do so may result in disciplinary action
- Complete Service Reports to an acceptable standard and time frame
- Submit quotations within 2 working days or inform Service Desk of additional time requirements
- Failure to leave the device location service switched on at all times on your devices may result in disciplinary action
- Failure to leave your mobile data on at all times may result in disciplinary action
- Altering the time setting on any device may result in disciplinary action

## CHAPTER 12

# SOCIAL MEDIA POLICY

## SOCIAL MEDIA POLICY

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The Company appreciates that many people enjoy using social media sites such as Facebook, Twitter, LinkedIn and social media applications ('apps') such as Snapchat.

Whilst we do not wish to interfere with employees' activities outside work (or permitted activities in work), the Company has a right to protect its reputation, intellectual property and confidential information, as well as ensuring our policies are complied with. To strike a fair balance between the interests of all parties, the guidelines below should be observed when using social media sites, social media 'apps', blogging and making any other postings on the internet.

When referring to social media in this policy, this term includes social media 'apps', blogs, and any other postings on the internet.

Serious violation of this policy may result in summary dismissal for gross misconduct. This is the case whether or not the breach takes place during or outside working hours and whether or not you used company systems or company devices.

### 12.1 GENERAL

We recommend you consider that anything you post using social media is potentially public. As such, it is advisable that when making posts you ensure they do not reflect badly on you or the organisation.

#### **Responsibility for statements made using social media**

If you have communicated that you are an employee of our organisation or are in any way associated with us, it is important that you make it clear that any comments or opinions expressed using social media are yours and are not representative of those of the Company.

#### **Company property**

Our logo, brand names and other trademarks are the property of this Company and must not be used without written permission from your manager.

#### **Protecting the Company's reputation**

You must not make any statements or postings using social media that damages the reputation of this Company or which puts our reputation at risk.

In particular, you should not make any defamatory or adverse statements about this Company, our clients or suppliers or make any statements that could be interpreted as doing so.

#### **Confidential information**

You must not reveal or jeopardise the Company's confidential information when using social media. You have the same duty to maintain confidentiality when using social media as you do in any other forum.

Your duty of confidentiality is set out in Chapter 2 of this handbook.

#### **Personal data**

You must comply with your data protection obligations in relation to employees, customers, clients and suppliers of this Company when using social media.

#### **Unacceptable conduct toward colleagues and third parties using social media**

You should not use social media to harass, discriminate against, victimise, bully or insult your colleagues (whether or not they are employees of this Company), customers/clients or other third parties closely associated with this Company.

### 12.2 BREACH OF POLICY

You must ensure that you do not breach any of the Company's policies when using social media.

**Business contacts**

You are not permitted to add business contacts made in the course of your employment with this Company to any of your social networking accounts. If you receive a request from such a person you should politely advise them that you are unable to add them to your account as it is against company policy for you to do so.

If you have any questions regarding this, please contact your manager.

**Reporting breaches of this policy**

If you become aware of any breach of this policy, you should report this to a Director to enable the Company to investigate the matter.

**Co-operation with investigation**

If you are suspected of breaching this policy, you will be required to co-operate with the Company's investigation into the matter. This may include allowing the Company access to your social media account to view information relevant to the investigation, such as the alleged posting(s).

**12.3 MONITORING**

Use of our computing systems, including the internet and email, is monitored. This also includes personal use of them.

Information obtained by monitoring may be used as part of disciplinary, capability or other company procedures set out in this handbook.

## CHAPTER 13

# DRUGS AND ALCOHOL POLICY

## DRUGS AND ALCOHOL POLICY

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### 14.1 DRUGS AND ALCOHOL POLICY

#### Drugs, alcohol and the workplace

It is in everyone's interest for the Company to maintain a healthy, safe and productive working environment. This policy sets out the rules you must follow in relation to drugs and alcohol as an employee of this Company.

It is very important that you comply with this policy at all times as the Company considers any breach to be a serious matter. If you are found to be in breach of this policy, you may be dismissed without notice or pay in lieu of notice.

#### Drugs

##### Using, possessing, selling and supplying drugs

Apart from drugs prescribed for you, or over the counter medication (both of which must be taken as directed), you are strictly prohibited from using or possessing drugs, including psychoactive (or mind-altering) substances formerly known as 'legal highs':

- During working time
- Whilst on company, client or suppliers' premises (this includes vehicles)
- At lunchtime or during breaks
- When representing the Company at business/client functions or conferences
- When attending company organised social events outside normal working hours

You must not sell or supply illegal drugs, prescription medication or psychoactive (or mind-altering) substances formerly known as 'legal highs' in the circumstances specified above. Furthermore, it is important to remember that if you engage in activities outside the workplace that could seriously damage our reputation; this may affect your on-going employment with us.

Incidents involving the possession or use of illegal drugs on company premises will result in the authorities being notified.

##### Attending work under the influence of drugs

You are strictly prohibited from attending work or business functions under the influence of drugs (including psychoactive (or mind-altering) substances formerly known as 'legal highs') or other substances. It is your responsibility to ensure you attend work in an unimpaired condition.

If you are taking prescription or over the counter medication we advise you to seek advice from your doctor or pharmacist regarding the effects this will have on you in your role and/or in the workplace. You should also have regard to any side effects or prohibited activities detailed in the instructions, such as drowsiness or advice that you should not operate heavy machinery.

You should advise your manager in confidence if medication may have an impact on your health and safety or that of others. This is to enable the Company to take appropriate action where necessary. You do not have to inform the Company of what illness the medication relates to.

The company reserve the right to carry out random drugs test on staff when required.

#### Alcohol

##### Attending work under the influence of alcohol

You are strictly prohibited from attending work under the influence of alcohol. It is your responsibility to ensure you attend work in an unimpaired condition.

## **Consuming alcohol**

Without prior permission from the HR Director you are strictly prohibited from consuming alcohol:

- During working time
- Whilst on company, client or suppliers' premises (this includes vehicles)
- At lunchtime or during breaks
- When representing the Company at business/client functions or conferences

Where permission is given for alcohol to be consumed, you must demonstrate responsible behaviour and maintain a professional image and standards at all times. You must remember that the Company's usual code of conduct still applies. Excessive alcohol consumption or unacceptable behaviour will not be tolerated by the Company. These rules are equally applicable to work related social events, such as Christmas parties, where prior permission is not required to consume alcohol.

If you are permitted to consume alcohol, you must ensure that you comply with relevant legislation including drink driving legislation.

## **Bringing alcohol into the workplace**

Alcohol must not be brought onto company or client's premises (including vehicles) without the prior permission of the HR Director. The only exception to this is that you are permitted to bring alcohol onto our premises if it has been given as a gift from a client and you comply with the Company's gift policy.

In the event that you are permitted to bring alcohol onto company premises it must remain sealed and out of sight of visitors or stored in the Server Room.

If you have personal use of a company car, you are permitted to carry alcohol in it providing this is done in your own time and you comply with road traffic laws.

## Driving whilst under the influence of alcohol or drugs

If we know or suspect that you are under the influence of alcohol or drugs we will not permit you to drive, whether this is your own or a company vehicle. In such circumstances we will ask that you make alternative arrangements to get home and may reasonably assist you to do so, such as by ordering a taxi. Where you insist on driving, it may be necessary for us to contact the police.

If you have any questions regarding this Drug and Alcohol Policy please contact your manager.

## CHAPTER 14

# DISCIPLINARY RULES AND PROCEDURE (NON-CONTRACTUAL)



## **DISCIPLINARY RULES AND PROCEDURE (NON-CONTRACTUAL)**

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### **14.1 OBJECTIVES**

This procedure is designed to help and encourage you to achieve and maintain standards of conduct. The aim is to ensure consistency and fair treatment for all.

Conduct issues will ordinarily be dealt with in accordance with the Disciplinary Procedure set out here. However, as the disciplinary procedure is non-contractual, the Company may take action to address disciplinary matters, without first following the procedure outlined below, in circumstances it deems appropriate.

### **14.2 PRINCIPLES**

At all stages you will be informed of the basis of the problem and given an opportunity to put your case before any decisions are made.

The Company will deal with the matter promptly and expect that you will not unreasonably delay the process.

Where the disciplinary process is utilised, employees will not normally be dismissed for a first breach of discipline except in the case of gross misconduct, when the sanction may be dismissal without notice or payment in lieu of notice. It should be noted that this does not mean that the dismissal is an automatic act. All facts will be considered before any action is taken.

There may be occasions that when following the below procedure the Company deems it appropriate for an alternative person of appropriate seniority to conduct a stage of the process. This could for example (although not exclusively) be because the relevant manager has already been involved in the process. The alternative person may be an independent third party.

### **14.3 SUSPENSION**

The Company reserves the right, at its discretion, to suspend you while a complaint or allegation is investigated and/or while any disciplinary procedure against you is outstanding. Suspension from work will not be automatic but will depend on the circumstances.

Suspension of this kind is not disciplinary action and does not imply that any decision has already been made.

Any period of suspension will be as brief as possible and will be kept under review.

During a period of suspension, you will be paid in accordance with the terms and conditions of your contract and this Employee Handbook.

However, in certain specific circumstances, throughout any police investigation or until court proceedings have been completed, you may be suspended from duties without payment.

The Company may also use its discretion to decide whether to use the disciplinary procedure immediately, or postpone it until any further information becomes available. If the Company decides not to instigate disciplinary proceedings, you may receive back pay for the period of unpaid suspension.

During any period of suspension, you shall not attend your place of work other than at the Company's request. You shall not contact any other employees, suppliers or customers of the Company without the Company's consent and assistance (except for your accompanying person in their capacity in this role should you be on suspension while any disciplinary procedure against you is outstanding),

### **14.4 INVESTIGATORY STAGE**

Upon the receipt of an allegation against you the Company will carry out an investigation into the matter.

This will normally involve having a fact finding meeting with you where you will be given the opportunity to give a full account of your interpretation of the matter.

Following this the Company will make a decision as to whether formal disciplinary action is warranted.

In some circumstances the Company may choose to deal with the matter informally.

If formal disciplinary action is warranted, the following procedure will apply.

## 14.5 THE DISCIPLINARY PROCEDURE

### Formal disciplinary meeting

You will be invited to attend a formal disciplinary meeting. At the meeting you will be given an opportunity to state your case and present information in your defence before any decision is made.

After the disciplinary interview, you will be informed of the disciplinary decision and of any disciplinary sanction imposed. The procedure may be implemented at any stage if your alleged misconduct warrants such action.

### Right to be accompanied

You have the right to be accompanied at any formal meeting (including an appeal meeting) by a single companion who is:

- A work colleague; or
- An official employed by a trade union; or
- A trade union representative provided they have been certified in writing by their union as being competent to accompany a worker.

Your companion has the right to explain and sum up your case, ask questions, and to respond to any views expressed at the hearing. He or she may not answer questions on your behalf. If your companion cannot attend on the date set for the hearing or appeal, then the date can be postponed for up to five working days. At its discretion, the Company may postpone the meeting for longer.

### Minor faults

Minor faults will be dealt with informally, but where the matter is more serious the following procedure and sanctions will apply.

### Stage one - written warning

If conduct does not meet acceptable standards you will normally be given a written warning. You will be advised of the reason for the warning, that it is the first stage of the disciplinary procedure and of your right of appeal. A copy of this written warning will be kept on your personnel file but it will be disregarded for disciplinary purposes after 12 months subject to satisfactory conduct.

### Stage two – final written warning

A final written warning may be given to you where you commit misconduct and there is an active written warning on your record; you commit misconduct that the Company considers sufficiently serious to warrant a final written warning even though there are no other active warnings on your record or you commit a serious disciplinary offence amounting to gross misconduct, thereby justifying summary dismissal, but the Company decides, after taking into account all the relevant circumstances, that a lesser penalty is appropriate.

A final written warning will give details of the complaint, will warn that dismissal is likely to result if there is a further disciplinary offence and will advise of the right of appeal. A copy of this final written warning will be kept on your personnel file but it will be disregarded for disciplinary purposes after 12 months subject to satisfactory conduct.

### Stage three – dismissal

If there is further misconduct where there is an active final written warning on your record or if you have committed any act of gross misconduct (regardless of whether there are active warnings on your record) dismissal is likely to result. Only a senior manager can take the decision to dismiss. If you are dismissed for gross misconduct this will be without notice or payment in lieu of notice (summary dismissal).

In exceptional circumstances, as an alternative to dismissal, the senior manager may consider demotion in conjunction with a final written warning as an appropriate sanction. This would involve a reallocation of duties on a salary commensurate with the post.

As soon as reasonably practicable following the disciplinary hearing, you will be provided with written reasons for dismissal or any action short of dismissal, the date on which employment will terminate (if relevant) and the right of appeal.

#### **14.6 APPEALS PROCEDURE**

You may appeal against a disciplinary decision by informing the Service Director in writing within five working days of the decision.

All appeals must set out the grounds on which you are making the appeal.

You will be invited to an appeal meeting and you have the right to be accompanied at that meeting (and you will be notified of that right when you are invited to the appeal meeting). The appeal meeting will reconsider the original decision. You will have an opportunity to put forward, should you so wish:

- New evidence which was not available during the first meeting; and/or
- Complaints of a flaw in the original decision-making process, such as the failure to follow procedures or the failure to give you a fair hearing.

The outcome of any appeal will be confirmed to you in writing and will take one of three forms:

- The original decision may be upheld, in which case the disciplinary sanction will be confirmed;
- The original decision may be overruled, in which case the disciplinary sanction will be rescinded;
- The original decision may be substantially confirmed but a less severe sanction may be substituted for that originally imposed (usually in cases of appeals based on extenuating circumstances). The disciplinary sanction cannot be increased.

The decision of the HR Director is final, and there is no further right of appeal.

## 14.7 LEVELS OF SERIOUS BREACH

### **Misconduct**

The following (not exhaustive) list provides examples of offences which are normally regarded as misconduct.

#### **Accidents**

Failing to report an accident, no matter how minor/slight.

#### **Safe working environment**

Failing to create and maintain a safe operating / working environment.

#### **Punctuality**

Failure to be punctual and work to the hours defined in your Principal Statement of Terms of Employment.

#### **Early departure**

Leaving your place of work before your normal finishing time without permission whether verbal or written.

#### **Lateness**

Lateness will be considered a breach of the terms of your Contract of Employment.

#### **Skill and aptitude for the job**

Failing to show the skill or aptitude required for the job, particularly where those skills were claimed at the time of your commencing the job.

#### **Acting in interest of Company**

Failing to act wholeheartedly in the interest of the Company at all times.

#### **Undertaking reasonable duties**

Not being prepared to undertake reasonable duties other than those for which you have been specifically employed.

#### **Reporting absence**

Failure to follow the correct absence reporting procedures or to keep us informed of the reason for your absence and your likely return date (see earlier Chapter for guidelines).

#### **Continued absence**

Where an absence is expected to continue for more than seven days failing to obtain and send a medical certificate to the Company.

#### **Persistent absenteeism**

Regular and persistent absenteeism.

#### **Inform Company of infectious or contagious diseases**

Failure to inform the Company if you contract an infectious or contagious illness.

#### **Removal of material from work**

Removal of any material or equipment from your place of work without prior permission.

#### **Unauthorised work**

Using company time, materials or equipment for unauthorised work.

#### **Follow company procedures**

Failure to follow company working or operating procedures.

#### **Company vehicles**

If you drive a company vehicle, failure to observe all company operating procedures.

#### **Reporting offences**

Failure to report any convictions for driving offences and/or endorsements or any convictions that may affect your suitability for employment with the Company.

#### **Fines during use of company vehicle**

Attempting to place any liability arising out of your wrongful or illegal use of a company vehicle upon the Company.

#### **Vehicle mileage requirement**

Failure to comply with all statutory and/or company regulations regarding the recording of daily mileage, journeys undertaken, actual driving hours etc.

#### **No unauthorised passengers**

Carrying unauthorised passengers or using the vehicle for personal gain without permission.

#### **Health and safety of colleagues**

Endangering the health and safety of any other employee whilst at work.

#### **Protective clothing**

Where you are issued with any protective and/or safety clothing, equipment etc., failure to use this as instructed, unless you have good reason not to.

#### **Unauthorised use of computers, email and internet usage**

Failing to follow the Computer policy

#### **Unauthorised personal usage of computers, email and internet**

Emailing or using the internet for personal use outside of break times.

### **Gross Misconduct**

In the event that you are found to have committed an act of gross misconduct, you may be dismissed without notice or payment in lieu of notice.

The following (non- exhaustive) list provides examples of offences which are normally regarded as gross misconduct.

#### **Violence**

Physical violence (including but not limited to fighting), threatened violence or behaviour which provokes violence.

#### **Discrimination, victimisation, bullying or harassment**

Discrimination, victimisation, bullying or harassment contrary to our Equal Opportunities Policy or our Harassment and Bullying Policy.

#### **Failure to carry out instruction**

The failure to follow a reasonable instruction and/or request given to you.

#### **Insubordination**

Serious act(s) of insubordination.

#### **Offensive language**

Single or repeated use of offensive or excessive bad language.

#### **Offensive behaviour**

Single or repeated use of offensive behaviour on company premises, or in front of customers.

#### **Smoking/ using electronic cigarettes**

Serious breach of the rules dealing with smoking/using electronic cigarettes.

#### **Theft**

The theft of the Company's property and/or the property of others.

#### **Damage to property**

Deliberate damage to company property.

#### **Damage to company business**

Being concerned or interested in action which is damaging to or competes with the business of the Company.

#### **Interest in other companies**

Having interest in any other business, associating with contentious organisations or engaging in any activities which may interfere with the performance of your duties or cause a conflict of interest.

#### **Bringing Company into disrepute**

Bringing the Company into serious disrepute by your actions or any adverse personal publicity that could potentially damage the Company's reputation or business interests.

#### **Being at work under the influence of alcohol or drugs**

Serious incapability/intoxication through alcohol or being under the influence of illegal or non-prescribed drugs or other substances such as but not limited to psychoactive (or mind-altering) substances formerly known as 'legal highs' whilst at work.

#### **Breach of the rules regarding driving and drugs or alcohol**

Driving or being in possession of a vehicle whilst under the influence of alcohol, illegal or other drugs such as but not limited psychoactive (or mind-altering) substances formerly known as 'legal highs', driving or being in possession of a vehicle where prescription or over-the counter medication impairs your ability to drive or any breach of drug driving law.

#### **Seriously endangering health and safety**

Seriously endangering the health and safety of yourself and/or others on company premises or representing the Company.

#### **Falsifying official company records**

Knowingly and deliberately placing false information, or inducing another person to place false information, in company records with a view to gaining a pecuniary advantage or which proves harmful to another.

#### **Fraud**

Participating in fraudulent activity against the interests of the Company.

#### **Bribery**

Accepting or offering a bribe or other breach of our anti- bribery policy or procedures including those relating to the receipt of gifts, giving of gifts to third parties, hospitality or third party expenses.

#### **Negligence**

Serious or gross negligence which causes unacceptable loss, damage or injury.

#### **Intentional or multiple acts of misconduct**

Intentional breach of any rule or procedure or multiple acts of misconduct.

#### **Inappropriate use of the Internet**

Using an internet enabled company device to deliberately access internet sites containing, or to store and/or transfer pornographic, offensive or obscene material.

#### **Inappropriate postings on social media sites or social media applications ('apps')**

Postings that damage, offend or embarrass the Company, clients or colleagues or which otherwise seriously breach the Company's social media policy.

#### **Company property**

Unauthorised possession of the Company's property.

#### **Criminal offence affecting company business**

Commission of a criminal offence (which affects the Company's business either directly, or where the impact is to bring the Company's reputation into disrepute).

#### **Subjecting a colleague to any detriment on the ground that they have raised a whistleblowing concern**

Harassing, threatening or taking any other retaliatory action against a whistle blower.

#### **Breach of Data Protection, Data Protection Policies or Procedures**

Unauthorised use, processing or disclosure of personal data (including special categories of personal data), or any serious or deliberate breach of data protection policies or procedures.

**Breach of Confidentiality**

Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure.

**Serious/deliberate breach of Company policy**

Serious or deliberate breach of any rules/policies contained in Company documentation.

## CHAPTER 15

# CAPABILITY RULES AND PROCEDURE (NON-CONTRACTUAL)



## CAPABILITY RULES AND PROCEDURE (NON-CONTRACTUAL)

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### 15.1 CAPABILITY PROCEDURE

#### Objectives

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

As the capability procedure is non-contractual, this means the Company may take action to address capability issues (including dismissal) without first following the procedure outlined below, in circumstances it deems appropriate.

#### Principles

If the nature of your job changes and/or we have concerns regarding your capability with regard to your role, we will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. This will be done in an informal manner in the first instance and you will be given time to improve.

If your standard of performance is still not adequate you will be subject to a formal capability procedure. The procedure may result in a warning that a failure to improve and to maintain the level of performance required could lead to a further progression through the capability procedure. Throughout the process, we will also consider the possibility of more suitable work if any is available.

If we cannot transfer you to more suitable work and there is still no improvement after a reasonable time, or the standard of achievement is not maintained, you will be subject to further capability procedures that may result in your dismissal.

The meetings will normally be held by your manager. At all stages you will be advised, in writing, of the alleged unsatisfactory performance and the likely outcome if we decide after the meeting that your performance has been unsatisfactory. You will be given a reasonable opportunity to consider your response before any capability meeting.

We will also include the following where appropriate:

- A summary of relevant information gathered as part of any investigation
- A copy of any relevant documents which will be used at the capability meeting
- A copy of the outcomes from any previous capability meetings

#### Right to be accompanied

You have the right to be accompanied throughout this procedure. For further information see the section dealing with the right to be accompanied in the chapter on Disciplinary Rules and Procedure in this handbook.

#### The capability meeting

The aims of a capability meeting will usually include:

- To set out the required standards that we believe you may have failed to meet, and to go through any relevant evidence that we have gathered
- To give you an opportunity to state your case and present information and facts that you feel are relevant before any decision is made
- To establish the likely causes of poor performance, including any reasons why any measures taken so far have not led to the required improvement

- To identify whether there are further measures, such as additional training or supervision, that may improve performance
- To discuss targets for improvement and a time-scale for review, where appropriate
- To establish whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment, where dismissal is a possibility

## **Procedure**

The procedure may be implemented at any stage if your performance warrants such action.

### Stage one - written warning

Following a stage one capability meeting, if we decide that your performance is unsatisfactory, we will give you a first written warning.

The warning will normally remain active for 12 months from the end of the review period, after which time it will be disregarded for the purposes of the capability procedure. Your performance will be monitored during the review period and we will write to inform you of the outcome.

### Stage two - final written warning

If your performance does not improve within the review period set out in a first written warning, or if there is further evidence of poor performance while your first written warning is still active, we may decide to hold a stage two capability meeting. Following a stage two capability meeting, if we decide that your performance is unsatisfactory, we will give you a final written warning. A final written warning will normally remain active for 12 months from the end of the review period.

### Stage three - dismissal

If your performance has not improved to the required standard or is still unsatisfactory dismissal will usually result. As an alternative to the dismissal, the Director may consider demotion, which would involve a reallocation of duties on a salary commensurate with the post, as an appropriate sanction. You will be provided, as soon as reasonably practicable following the meeting, with written reasons for dismissal or any action short of dismissal, the date on which employment will terminate (if relevant) and the right of appeal.

## **The outcome**

We will inform you in writing of our decision and our reasons for it, usually within one week of the capability meeting. Where possible we will also explain this information to you in person. The warnings will set out:

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

## **Review periods**

Following each warning there will be a review period. Your performance will be monitored during the review period and we will write to inform you of the outcome, which will be one of the following:

- If your performance is satisfactory, no further action will be taken
- If your performance is unsatisfactory, the matter may be progressed to the next stage of the capability process
- If there has been a substantial but insufficient improvement, the review period may be extended

## 15.2 APPEALS

You may appeal against any capability decision by informing the Service Director in writing within five working days of the decision.

All appeals must set out the grounds on which you are making the appeal.

You will be invited to an appeal meeting and you have the right to be accompanied at that meeting (and you will be notified of that right when you are invited to the appeal meeting). The appeal meeting will reconsider the original decision. You will have an opportunity to put forward, should you so wish:

- New evidence which was not available during the first meeting
- Complaints of a flaw in the original decision-making process, such as the failure to follow procedures or the failure to give you a fair meeting

The outcome of any appeal will be confirmed to you in writing and will take one of three forms:

- The original decision may be upheld, in which case the sanction will be confirmed
- The original decision may be overruled, in which case the sanction will be rescinded
- The original decision may be substantially confirmed but a less severe sanction may be substituted for that originally imposed (usually in cases of appeals based on extenuating circumstances). The sanction cannot be increased

The decision of the Service Director is final, and there is no further right of appeal.

## 15.3 ALTERNATIVE CHAIRPERSON

There may be occasions that when following the capability procedure the Company deems it appropriate for an alternative person of appropriate seniority to conduct a stage of the process. The alternative person may be an independent third party.

## CHAPTER 16

# DISMISSAL PROCEDURE (NON-CONTRACTUAL)

## DISMISSAL PROCEDURE (NON-CONTRACTUAL)

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### 16.1 PURPOSE AND SCOPE

This procedure sets out the steps that will ordinarily be followed when the Company is contemplating the dismissal of any employee in circumstances where the dismissal is not specifically covered by another of the Company's procedures.

Examples where this procedure may apply, although not an exhaustive list, are when the Company has reason to consider dismissing an employee for any of the following reasons:

- Where your employment places the Company in breach of a statutory duty
- Dismissal for some other substantial reason (e.g. substantial business reasons) unless a specific exemption applies (e.g. dismissing employees and offering to re-engage them on different terms)

However, as this procedure is non-contractual, the Company is not required to follow it at all times when contemplating dismissal. There may be occasions where the Company deems it appropriate to take the decision to dismiss without first following the procedure below.

### 16.2 THE PROCEDURE

#### Right to be accompanied

You have the right to be accompanied throughout this procedure. (See the section dealing with the right to be accompanied in the Chapter on Disciplinary Rules and Procedure in this handbook.)

There are three stages to the procedure:

#### Stage one

You will be advised in writing of the proposed dismissal and the reasons, circumstances and characteristics, as appropriate, which led to the proposal. You will be invited to a meeting to discuss the proposal. Prior to any meeting, you will be given a reasonable opportunity to consider your response to the proposed dismissal.

#### Stage two

At the meeting, you will be given the opportunity to discuss the proposed dismissal and any points you may want to raise in respect of the proposed dismissal. You will then be informed in writing of the outcome of the meeting and your right to appeal against that decision.

#### Stage three

If you wish to appeal against a decision to dismiss, you should inform the Service Director within five working days in writing. You will then be invited to attend an appeal hearing. The Service Director will hear the appeal and their decision is final. After the appeal, you will be informed of the appeal decision.

For more details on the right to appeal, please refer to paragraph below.

#### Right of appeal

All appeals must set out the grounds on which you are making the appeal.

You will be invited to an appeal hearing and you have the right to be accompanied at that hearing. You will be notified of that right when you are invited to the appeal hearing. The appeal hearing will reconsider the original decision. You will have an opportunity to put forward, should you so wish:

- New evidence which was not available during the first hearing
- Complaints of a flaw in the original decision-making process, such as the failure to follow procedures or the failure to give you a fair hearing

The outcome of any appeal will be confirmed to you in writing and will take one of two forms:

- The original decision may be upheld, in which case the dismissal will be confirmed
- The original decision may be overruled, in which case the dismissal will be rescinded

There is no further right of appeal from the decision of the Service Director.

#### **Alternative Chairperson**

There may be occasions that when following this procedure the Company deems it appropriate for an alternative person of appropriate seniority to conduct a stage of the process. This could for example (although not exclusively) be because the relevant manager has already been involved in the process. The alternative person may be an independent third party.

## CHAPTER 17

# LEAVING THE COMPANY

## LEAVING THE COMPANY

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### 16.3 RESIGNATION

#### Giving notice

If you wish to resign you should put this in writing and give it to your manager. You should give the required notice as stated in your Principal Statement of Terms of Employment.

#### Leaving without notice

If you leave the Company without working your complete notice period, you will only be paid for the days you attended work.

If you leave the Company without working your full contractual notice and without authorisation, the Company reserves the right to seek reimbursement from you for any additional expense incurred by the Company in covering your duties during this period. You expressly agree that Birdsall Group Ltd may deduct the additional cost of hiring a replacement for this period from your final pay.

### 16.4 COMPANY DISMISSAL WITH NOTICE

In the event of the Company terminating your employment you will receive written notice from us as stated in your Principal Statement of Terms of Employment. As explained in your Principal Statement of Terms of Employment, statute provides for minimum periods of notice based on length of service. For your ease of reference we have set out below in table form the current statutory minimum notice requirements.

Length of Service	Minimum Notice Period
Less than 1 month	1 Week
One month or more, but less than 2 years	1 Month
2 years or more, but less than 12 years	1 Month minimum
12 years or more	6 months

### 16.5 COMPANY DISMISSAL WITHOUT NOTICE

#### Circumstances

The Company shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit a serious breach of your obligations as an employee.

#### Fundamental breach of trust and confidence

If either party does something which makes the working relationship untenable the other party may accept that act as a repudiatory breach and terminate the Contract of Employment without notice.

#### Recovery of company losses

You agree that if the disciplinary action or gross misconduct leading to the dismissal has resulted in Birdsall Group Ltd incurring financial loss, such loss may be offset by any payments to which you are otherwise entitled. In addition, the Company reserves the right to pursue you for recovery of such losses by passing the matter to an appropriate court.



## LEAVING THE COMPANY

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### 16.6 RESIGNATION

#### Giving notice

If you wish to resign you should put this in writing and give it to your manager. You should give the required notice as stated in your Principal Statement of Terms of Employment.

#### Leaving without notice

If you leave the Company without working your complete notice period, you will only be paid for the days you attended work.

If you leave the Company without working your full contractual notice and without authorisation, the Company reserves the right to seek reimbursement from you for any additional expense incurred by the Company in covering your duties during this period. You expressly agree that Birdsall Group Ltd may deduct the additional cost of hiring a replacement for this period from your final pay.

### 16.7 COMPANY DISMISSAL WITH NOTICE

In the event of the Company terminating your employment you will receive written notice from us as stated in your Principal Statement of Terms of Employment. As explained in your Principal Statement of Terms of Employment, statute provides for minimum periods of notice based on length of service. For your ease of reference we have set out below in table form the current statutory minimum notice requirements.

Length of Service	Minimum Notice Period
Less than 1 month	1 Week
One month or more, but less than 2 years	1 Month
2 years or more, but less than 12 years	1 Month minimum
12 years or more	6 months

### 16.8 COMPANY DISMISSAL WITHOUT NOTICE

#### Circumstances

The Company shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit a serious breach of your obligations as an employee.

#### Fundamental breach of trust and confidence

If either party does something which makes the working relationship untenable the other party may accept that act as a repudiatory breach and terminate the Contract of Employment without notice.

#### Recovery of company losses

You agree that if the disciplinary action or gross misconduct leading to the dismissal has resulted in Birdsall Group Ltd incurring financial loss, such loss may be offset by any payments to which you are otherwise entitled. In addition, the Company reserves the right to pursue you for recovery of such losses by passing the matter to an appropriate court.

### **Recovery of Training Costs**

The provision of training may, at the Company's discretion, be conditional upon being able to recover the costs of the training. You will be informed when this applies and you will be required to undertake to repay all or part of the cost incurred if you leave or dismissed the Company within a 12 month period of receiving that training. The Company expressly reserves the right to deduct from your salary or final settlement an amount that represents a true reflection of the loss suffered by the Company as a result of you leaving employment during or after a course of training.

### **Garden leave**

On receipt of your notice or on the termination of your employment with notice the Company reserves the right for the duration of your notice period to require you not to work, and is not under any obligation to provide you with work. This is to protect our client lists, sales lists, client contracts, designs, confidential information, manuals and intellectual property. Garden leave will be implemented for business purposes only and does not imply a lack of trust or confidence in you as an employee.

Specifically unless directly requested to by the Company you:

- Will not attend company premises or any subsidiary premises
- Will not contact or deal (or attempt to contact or deal with) clients/contractors/agents/staff unless directly requested to by the Company
- Will inform the Company of where you can be contacted every day

You will not during the garden leave period be directly or indirectly involved, concerned or engaged in any other business activity that, directly or indirectly, competes, interferes or conflicts with your contractual obligations to Birdsall Group Ltd.

The implementation of garden leave does not affect any of your other contractual or statutory rights. You will be entitled to full contractual pay and benefits during your notice period and will remain an employee and bound by the terms of your employment.

## **16.9 ADMINISTRATION ON LEAVING THE COMPANY**

### **Application of holiday policy to employees leaving the Company**

Should you have holiday time owing to you in excess of your notice requirements unused accrued holiday pay will be paid in lieu as part of your final pay.

### **Application of excess holiday taken by employees leaving the Company**

If you have taken more than your pro rata holiday entitlement the Company reserves the right to recover a sum equal to the amount of overpaid holiday and deduct it from your final pay.

### **Pay entitlement during notice period**

You will be entitled to full pay if you work your notice period. If you are absent from work due to sickness, maternity, adoption, paternity, parental or shared parental leave then there are specific regulations that apply to your pay entitlement. You will be notified of these at the time.

### **Surrender of company property**

If you have given notice of your resignation, or your employment is terminated with or without notice, we may at our sole discretion request you to immediately surrender all property and materials in your possession. That is the intellectual, personal and real property of the Company.

Subject to your statutory rights, these may include, but are not limited to:

- Company car
- Company computer, laptop and passwords

- Company mobile telephone
- Company credit and/or debit cards
- Equipment supplied by or purchased on your behalf by the Company for your use
- Computer software
- All training manuals
- All management and employee manuals
- All sales and marketing materials
- All written or otherwise recorded information relating to your employment with the Company

Your first 3 days are considered induction days. If you choose to leave or dismissed within your first week, these days will be deducted from your pay.

### **Inventory**

An inventory and accounting of company property identified in this section may be conducted prior to your receiving your final settlement payment. You are not entitled to refuse to surrender company property while waiting to receive salary/wage payment, as these will be paid to you in the normal way.

## CHAPTER 18

# COMPANY POLICIES

## COMPANY POLICIES

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These policies do not form part of your contractual terms and conditions, but provide a framework of how we would choose to deal with certain issues that may arise.

### 18.1 GRIEVANCE PROCEDURE

#### Policy

We will try to resolve, as quickly as possible, any grievance you may have about your employment. This procedure is open to any employee who has a grievance in relation to their employment. The Company wants you to use this procedure when necessary so that we can deal with such matters appropriately. If you raise a grievance the matter will be dealt with promptly, fairly and in confidence.

#### Purpose and scope

Grievances are concerns, problems or complaints that employees raise with their employers. Grievances may relate to, amongst other things, terms and conditions of employment, health and safety, work relations, new working practices, organisational changes, equal opportunities and harassment. If the grievance relates to discrimination, bullying or harassment you should also refer to the equal opportunities, bullying and harassment policies.

#### Principles

A written record of the grievance meeting and any appeal should be agreed between, and signed by, the interviewer and you and will be recorded on your personnel file.

Information and proceedings relating to a grievance will remain confidential as far as is possible. All stages of the procedure shall be dealt with without undue delay.

If you set out the grievance in writing and send a copy to the Company, the formal grievance procedure (stage two) will be automatically invoked.

#### Procedure

At all stages of the procedure, during any associated meetings as outlined below, you have the right to be accompanied by a trade union official or a colleague during the grievance meeting and any appeal meeting. See the chapter in this handbook on Disciplinary Rules and Procedure for further details on who can be a valid accompanying person.

##### Stage one - informal

Your first step is to raise any grievance with your manager, who, in most cases, will be best placed to respond to the complaint. If this informal approach fails to resolve the issue, or the complaint is sufficiently serious, you should raise it as a formal grievance (stage two).

Where the grievance is against your manager you may approach the HR Director.

##### Stage two - formal

If the matter cannot be satisfactorily resolved, or is sufficiently serious, you should raise the matter formally by setting out the grievance in writing and sending a copy to the Service Manager.

Once the Service Manager receives a written copy of the grievance, you will be invited to attend a meeting with them to discuss the grievance. After the meeting they will take time to consider the grievance.

They will then inform you of their decision and any proposed action to be taken in respect of the grievance. You will also be informed of the right to appeal this decision.

### Stage three - appeal

If you wish to appeal a grievance decision, you should inform the Service Director in writing within five working days with grounds for your appeal. You will then be invited to attend an appeal hearing. Another Director will hear all appeals and the appeal decision is final. After the appeal, when the grounds for your appeal have been considered, you will be informed of the appeal decision.

### Alternative Chairperson

There may be occasions where following receipt of a grievance or a grievance appeal the Company deems it necessary for an alternative person of appropriate seniority to conduct the meeting and/or make the decision regarding the grievance or appeal. This could for example (although not exclusively) be because the relevant manager has already been involved in the process. The alternative person may be an independent third party.

## **18.2 REDUNDANCY POLICY**

Birdsall Group Ltd intends to develop and expand its business activities and provide a stable work environment with reasonable security of employment for its employees. That said the Company may nevertheless find itself in a redundancy situation. Whilst we will always try to avoid the need to make compulsory redundancies, unfortunately this may not always be possible.

Below is the procedure that the Company may follow should a redundancy situation arise. However, as this procedure is non-contractual, the Company is not required to follow it at all times.

### **Procedures Prior to Reducing Staffing Levels**

In the first instance we will consider steps that might, depending on the circumstances, be taken to avoid the need for compulsory redundancies. Examples of such steps include:

- Reducing overtime working to an absolute minimum
- Ensuring recruitment in areas that affect the redundancy situation is restricted
- Considering the possibility of short-time working or lay-off
- Considering inviting applications for voluntary redundancy

Prior to making redundancies the Company will usually consult with employees as to the reasons for possible redundancies and the procedures that will be employed as well as investigating and discussing with affected employees any suitable alternative employment. However, there may be exceptions to this. The criteria used to select employees who will potentially be made redundant will be reasonable and appropriate in the circumstances.

Where the Company's proposals trigger statutory collective consultation obligations, the Company will comply with these.

### **Redundancy Payment**

Qualification for and calculation of redundancy payments will be in accordance with statute.

## **BULLYING AND HARASSMENT POLICY**

Please refer to our Employment Policies document, available from HR or from our website.

## **POLICY ON DRUG AND ALCOHOL DEPENDENCY**

Please refer to our Wellbeing Policies document, available from HR or from our website.

## **18.5 WELLBEING POLICY**

Please refer to our Wellbeing Policies document, available from HR or from our website.

## 18.6 WHISTLEBLOWING POLICY

### Introduction

All organisations face the risk of things going wrong or of unknowingly harbouring malpractice. The Company believes it has a duty to identify such situations and take the appropriate measures to remedy them. By encouraging a culture of openness within our organisation the Company believes it can help prevent malpractice. Furthermore, by knowing about malpractice at an early stage the Company stands a good chance of taking the necessary steps to safeguard the interests of all staff and protect the organisation. In short, the Company encourages you to 'blow the whistle' on suspected malpractice.

Please be aware that this policy is not the procedure for general grievances. If you have a complaint about your own personal circumstances then you should use the normal grievance procedure. If you have concerns about malpractice within the Company you should use the procedure outlined in this policy.

### Suspected malpractice

The Company encourages you to report suspected malpractice in relation to our activities. We construe malpractice widely and this includes:

- Any illegal activity at the Company
- Any activity that causes the Company to breach its legal obligations
- Any activity that causes the Company to endanger the health and safety of any person
- Any activity that damages the environment
- Any attempt to wilfully conceal any information that tends to show malpractice

You are not required to obtain evidence of malpractice before raising your concern. As such you must not commit an act or acts of misconduct, breach company rules or damage the Company in any way in order to obtain information. The Company is committed to ensuring that you work in an environment in which you can raise concerns and there is no question of you having to prove anything. The Company will support employees, who with the reasonable belief that it is in the public interest to do so raise concerns under this policy, even if they turn out to be mistaken.

### How to raise your concern internally

If you feel able to do so you should tell your manager about your concern. There is no special procedure for doing this - you can tell your manager about the problem, or put it in writing if you prefer.

If you feel you cannot tell your manager, for whatever reason, please raise the issue with the Service Director.

If you have raised your concerns and you are still concerned, or the matter is so serious that you feel you cannot discuss it with the person named above, you should raise the matter with the HR Director:

Name:	Lynne Culliton
Contact details:	07979 535195

### **How the Company will respond**

After you have raised your concern the Company will decide how to respond in a responsible and appropriate manner under this policy. Usually, this will involve making internal enquiries first, but it may be necessary to carry out an investigation at a later stage, which may be formal or informal depending on the nature of the concern raised.

As far as possible, the Company will keep you informed of the decisions taken and the outcome of any enquiries and investigations carried out. However, the Company will not be able to inform you of any matters that would infringe the duty of confidentiality owed to others.

If you want to raise your concern confidentially, we will make every effort to keep your identity secret. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you.

### **Raising your concern externally (exceptional cases)**

The main purpose of this policy is to give you the opportunity and protection you need to raise your concerns internally. The Company would expect that in almost all cases raising concerns internally would be the most appropriate action for you to take.

However, if you feel you cannot raise your concerns internally and you honestly and reasonably believe the information and any allegations are true, you should consider raising the matter with an appropriate 'prescribed person'. The identity of the appropriate prescribed person will depend on the nature of your concern. However, they must be one of those prescribed by an order made by the Secretary of State for the purposes of the Employment Rights Act 1996 Section 43F. The Public Interest Disclosure (Prescribed Persons) Order 2014 (as amended) lists the prescribed persons.

If you have good reasons for not using the internal disclosure procedures or the disclosure procedure described above, you may consider making wider disclosure by reporting the matter to the media for example. However, whistle blowers who make wider disclosures of this type will only be protected in certain circumstances. The Company recommends that you take legal advice before following this course of action since we believe it will be in your own interests to do so.

### **Protection for whistle blowers**

You may be worried that by reporting your concerns you will be opening yourself up to victimisation or detriment, or risking your job security. However, all staff benefit from statutory protection if they raise concerns in the right way and do so with the reasonable belief that raising the concern is in the public interest. This protection means that employees must not be dismissed or suffer any detrimental treatment as a result of raising a concern. As it will be in your own interests to do so we would encourage you in particular to ensure you have a reasonable belief that the disclosure you wish to make is in the public interest as this is one of the requirements that must be met in order to obtain the statutory protection mentioned earlier.

Staff must not threaten or retaliate against whistle blowers in any way. This will be regarded as gross misconduct and may result in those involved being dismissed without notice or payment in lieu of notice.

If you believe that you have suffered any detrimental treatment, you should inform the Human Resources Manager immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.

## **18.7 CCTV POLICY**

### **Monitoring and surveillance**

In addition to physical barriers, alarm systems and health and safety measures, CCTV cameras are in operation on company premises. These cameras have been installed in order to help protect the assets of the business, investigate and/or detect crime, apprehend and/or prosecute offenders, and to protect the personal safety of all individuals on site (including employees, visitors and contractors). Images may be entered as evidence in criminal proceedings, used in disciplinary procedures or used for traffic and safety monitoring. The equipment is sited in such a way that it only monitors those areas intended to be covered for the purposes stated.



## ACCEPTANCE OF TERMS & CONDITIONS OF EMPLOYMENT WITH BIRDSALL GROUP LTD

I acknowledge that I have read and understood the contents of this Employee Handbook. I further understand that the contents of this Employee Handbook are binding on me as part of the Terms and Conditions of my employment with Birdsall Group Ltd.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

For and on behalf of the Company \_\_\_\_\_

Name / Job Title \_\_\_\_\_

Date Employee Handbook Issued \_\_\_\_\_

Head Office:  
13 Avebury Court  
Mark Road  
Hemel Hempstead  
Hertfordshire  
HP2 7TA  
Tel: 01442 212501

Romford Office:  
Unit B3 Seedbed Centre  
Davidson Way  
Romford  
Essex  
RM7 0AZ  
Tel: 020 3198 6477

Holborn Hub:  
34 Red Lion Square  
Holborn  
London  
WC1R 4SG

WE ARE **BIRDSALL.**