



**TOMMY JAMES LTD**

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**EMPLOYEE HANDBOOK**

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# Company Vehicle Policy

## **1. General**

1.1 This Policy is effective from 20/02/10 until further notice.

## **2. Company vehicles**

The Company reserves the right to decide by what means Company vehicles will be provided.

## **3. Running and other Costs**

3.1 The Company will arrange for the Company vehicles to be comprehensively insured and taxed.

3.2 You are responsible for ensuring that the Company vehicle you are using is kept clean (both inside and out) and is maintained in a roadworthy condition. You are responsible for completing the vehicle checklist at least once per week.

3.3 Fuel cards are provided by the Company. Copies of petrol receipts with a record of mileage should be handed in to the company secretary on a weekly basis.

## **4. Private use of the Vehicles**

4.1 You may not use the Company vehicles for private mileage, and at the end of your working day you should return the vehicle to 185 Walderslade Road, Chatham, Kent.

## **5. Your Obligations**

You must comply with the following requirements, which are conditions of entitlement to the use of the company vehicles:

5.1 to take reasonable care of the vehicle and to keep it in a clean condition;

5.2 To record and report any faults as soon as possible;

5.3 to report to Mr Gale/Mr Mara or the office staff at the earliest opportunity any damage to the car or any accident arising from its use, regardless of how the damage or accident occurred. Failure to do so may lead to loss of insurance cover for the damage or accident, in which event you will be liable to indemnify the Company for the loss;

5.4 to report to Mr Gale/Mr Mara or the office staff at the earliest opportunity any incident involving the Police which arises from use of the Company vehicle;

5.5 to ensure that you comply with all of the relevant Company policies whilst using the Company vehicles, including the no smoking, drugs and alcohol policies.

5.6 to assist the Company with insurance claims or investigations into accidents, damage or Police enquiries arising from use of the Company vehicle.

You are responsible for the above matters, whether or not you were personally driving the Company vehicle at the relevant time.

## **6. Accidents**

6.1 If you and/or the named driver are involved in a total of 3 or more accidents with the Company vehicle in any 12 month period, in which you and/or the named driver are wholly or partly at fault, you will become liable to pay the Company's insurance excess for the third and subsequent accidents. At our discretion we may withdraw the use of the company vehicle and this may also result in a formal warning from the company.

- 6.2 If you expressly or impliedly give permission to use the Company vehicle to any person other than the named driver, and the Company vehicle is involved in an accident while being used by that person, you shall, at the Company's sole discretion, pay for the cost of repairing or replacing the car. Further, you will indemnify the Company for liability to any third party who suffers loss or damage. At our discretion we may withdraw the use of the company vehicle and this may also result in a formal warning from the company.
- 6.3 If, for whatever reason, you cease to hold a valid current driving licence and in consequence are unable to either attend for work normally or (in the Company's reasonable opinion) carry out your duties properly and effectively, then unless suitable alternative employment is available, the Company will be entitled to terminate your employment on notice.

## **7. Criminal Proceedings**

- 7.1 If you or the Company become involved in criminal proceedings in connection with your use of the Company vehicle or any use by the named driver or any other person to whom you have expressly or impliedly given permission to use the vehicle, you will be responsible for all parking fines and charges, costs, fines, criminal compensation and any other financial liability connected with or arising from such criminal proceedings. If the Company initially pays some of the above liabilities, you will reimburse such sums to the Company as soon as possible.
- 7.2 Any Illegal use of the Company vehicle whilst on company business will, notwithstanding any other proceedings that may result from such use, constitute gross misconduct and may result in summary dismissal.

## **8. Termination of Employment**

- 8.1 If you are summarily dismissed or are not required by the Company to work out your notice period (regardless of who gave notice), you shall return the Company vehicle on your last day at work in accordance with the Company's instructions, and shall not be entitled to any further use or benefit of the vehicle or to any compensatory payment in lieu.

## **9. Variations**

- 9.1 The Company reserves the right, at its sole discretion, to amend or vary any of the terms of this vehicle Policy from time to time, and will give you one month's prior notice of any change.

### **This policy has been approved & authorised by:**

**Name:** Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# Disciplinary Policy and Procedure

## 1. INTRODUCTION

The Company requires good standards of discipline from its employees, together with satisfactory standards of work. The purpose of the disciplinary procedure is to ensure that any concerns over employees' conduct or performance are handled in a fair, consistent and timely manner, with the intention of bringing about an improvement, and to protect the proper operation of the Company's business and the health and safety of its employees.

This procedure may be reviewed and updated from time to time. Any amendments will be notified to employees in writing, following consultation and/or notice where appropriate.

## 2. RULES AND APPLICATION

2.1 The following are examples of conduct/performance that will normally be addressed through implementation of the Company's disciplinary procedure:

- 2.1.1 Unsatisfactory work performance;
- 2.1.2 Breaches of Company policies and procedures;
- 2.1.3 Inappropriate behaviour (e.g. fighting, drunkenness, etc.);
- 2.1.4 Bullying, harassment or victimisation;
- 2.1.5 Discrimination on any of the grounds listed in the Company's Equal Opportunity Policy: e.g. race, sex, sexual orientation, religion, disability, age, gender reassignment, marital status or ethnic origin;
- 2.1.6 Persistent lateness or poor timekeeping;
- 2.1.7 Unacceptable levels of absence, especially when unauthorised;
- 2.1.8 Serious or repeated failure to follow reasonable requests or instructions;
- 2.1.9 Abuse, misuse or neglect of Company property or facilities and vehicles
- 2.1.10 Use of Company facilities and equipment for personal reasons during work time e.g. Company email, telephones and internet access.

2.2 The disciplinary procedure does not apply to:-

- 2.2.1 termination due to the non-renewal of fixed term contracts; or
- 2.2.2 termination of employment by reason of redundancy.

2.3 Confidentiality:

- 2.3.1 Disciplinary matters will be handled with as high a degree of confidentiality as is practicable, particularly when the issue is of a sensitive nature.
- 2.3.2 Confidential records of disciplinary matters will be kept in the employee's personnel file in accordance with Data Protection legislation. Copies of

meeting notes will be provided to the employee, although the Company reserves the right to withhold certain information (e.g. to protect a witness).

#### 2.4 Suspension:

- 2.4.1 The Company reserves the right to suspend an employee from work, normally for no more than 5 working days while a disciplinary offence is being investigated.
- 2.4.2 will be advised if the suspension is likely to last longer than 5 working days.
- 2.4.3 Suspension is not regarded by the Company as disciplinary action. The Company shall inform the employee of the reason for the suspension.
- 2.4.4 Employees may be suspended without pay/or on reduced pay but only if this is allowed by their employment contract and the Company is acting reasonably.

#### 2.5 The Company reserves the right to:

- 2.5.1 monitor employees' activities including telephone calls, email messages and internet use at any time, whether as part of a disciplinary investigation or otherwise. Employees should therefore not consider such activities and methods of communication to be confidential when conducted at work.
- 2.5.2 search an employee's desk, bags, pockets, vehicle or other Company property or personal possessions where such action is considered necessary in the opinion of the Company. A search will only be carried out by an appropriate person in the presence of a witness and employees may request the presence of a work colleague.

2.6 Where time limits are referred to in this procedure, they may be shortened or extended by mutual consent.

### 3. **DISCIPLINARY PROCEDURE:**

#### **Stage 1 - Informal discussion**

- 3.1.1 The Company will initially try to resolve disciplinary issues informally by way of an informal discussion with the employee concerned.
- 3.1.2 This is a two way discussion where the Company will be able to inform the employee of their shortcomings in conduct or performance and at the same time provide the employee with the opportunity to provide an explanation.
- 3.1.3 The main purpose of the informal talk is to find a solution to the problem that is beneficial for both the Company and the employee.
- 3.1.4 Generally, cases of minor misconduct and/or unsatisfactory performance are dealt with informally. However, if the informal action does not provide a solution to the problem or if the disciplinary issue is too serious to be dealt with informally then the formal disciplinary procedure (Stage 2 below onwards) will be followed.

### **3.2 Stage 2 - Written notice**

3.2.1 If it is decided that there is a disciplinary case to answer the Company will provide the employee with written notice informing them that this constitutes the first stage of the formal disciplinary procedure and as such outline:

3.2.1.1 the alleged misconduct or poor performance and any possible consequences of these;

3.2.1.2 the improvement that is required, any timescale for achieving this improvement and any support available (if appropriate);

3.2.1.3 details as to the time and venue of the disciplinary meeting; and

3.2.1.4 notice of the employees statutory right to be accompanied if the meeting could result in a formal warning, the confirmation of a warning or the taking of some other disciplinary action. (This statutory right can be exercised once the employee has made a reasonable request to be accompanied).

3.2.2 The employee's chosen companion will be able to address the meeting to put or sum up the employee's case as well as confer with the employee during the meeting. They may not, however, answer questions on the employee's behalf, address the meeting if the employee does not wish them to do so or prevent the Company from explaining their case. The companion can be a fellow employee, trade union representative or official employed by a trade union.

3.2.3 The meeting will be scheduled in order to give the employee reasonable time to prepare for the meeting.

3.2.4 The Company will establish the facts before the meeting by collecting documents, identifying any relevant people to interview and taking statements before memories start to fade. Any requests for anonymity and confidentiality should be taken seriously.

3.2.5 Where the Company or an employee intend to call relevant witnesses they should give advance notice to the other party that they intend to do this. It may also be appropriate to provide copies of written evidence including any witness statements.

3.2.6 If the employee is unable to attend the disciplinary hearing at the agreed time, the Company shall offer an alternative reasonable time and date. If the employee repeatedly fails to attend rearranged meetings the Company, taking into consideration any reasons and concluding that such failure is without good cause, is free to decide upon the matter using the evidence available. The Company will inform the employee about such a decision in writing.

3.2.7 A record of this written notice will be disregarded after 12 months subject to satisfactory conduct and performance.

### **3.3 Stage 3 - Meeting**

3.3.1 The Company will explain the complaint against the employee and go through any relevant evidence.

3.3.2 The employee will then be given the opportunity to present their own evidence, answer any allegations, ask questions and call relevant witnesses.

3.3.3 If the Company is unable to attend the meeting, such a delay should be conveyed to the employee at the earliest opportunity and a reasonable alternative should be provided to the employee.

3.3.4 Where possible, a manager who did not carry out the investigation will attend the meeting.

#### **3.4 Stage 4 - Outcome of meeting**

3.4.1 If the Company finds there has been no misconduct/ poor performance the employee will be informed of this in writing.

*3.4.2 First Formal Warning* - If misconduct/poor performance is confirmed the Company will issue a written warning setting out the complaint and stating that further misconduct or a failure to improve performance will result in a final written warning. This letter will include details as to the improvement required, time-scales for such improvement and details of any help that will be made available. A record of this warning shall be kept for 12 months and shall be disregarded thereafter subject to satisfactory conduct and performance.

*3.4.3 Final Formal Warning* - If the misconduct/ poor performance is sufficiently serious or there has been further misconduct or a failure to improve since a previous formal warning the Company may issue a final written warning. This will give details of the complaint and nature of the misconduct/poor performance, the improvement required, the time-scale for such improvement and details of any help available. It will also warn that failure to improve may lead to dismissal or some other contractual penalty e.g. demotion. A copy of this written warning will be kept on file and will be disregarded for disciplinary purposes after 12 months subject to satisfactory conduct and performance.

*3.4.4 Dismissal / Other Penalty* - If there has been further misconduct or failure to improve performance since a final written warning the Company may dismiss the employee or take some other action short of dismissal such as demotion or disciplinary suspension. The employee will be provided with, in writing, the reasons for dismissal/or other action, the date on which the employment will terminate (if dismissed), and their right to appeal, as soon as reasonably practicable. The dismissal decision should only be taken by a manager who has the authority to do so.

*3.4.5 Dismissal without Notice* - If the Company finds that there has been gross misconduct the Company may call for dismissal without notice, the Company will follow a fair disciplinary procedure before taking any decision to dismiss without notice and this will be confirmed in writing (see Gross Misconduct section below).

#### **3.5 Stage 5 – Appeal**

3.5.1 Employees have the right to appeal against any formal disciplinary action. An appeal should be made in writing within 5 working days of the disciplinary

decision.

3.5.2 The employee must inform the Company as to the grounds for appeal in writing, and may be accompanied to the appeal meeting.

3.5.3 The Company will hear the appeal without unreasonable delay and where possible the appeal will be dealt with by a manager, preferably more senior, not previously involved in the case. However, where this is not practicable, the same manager may handle both the disciplinary and the appeal meetings and he/she will act as impartially as possible.

3.5.4 The outcome of the appeal will be confirmed in writing within 5 working days of the meeting. Decisions made at this stage will be final and there is no further right of internal appeal.

#### 4. **SPECIAL CASES**

4.1 Where disciplinary action is being considered against an employee who is a trade union representative the above procedure should be followed. However it is advisable, depending on the circumstances, to obtain the employee's agreement and discuss the matter at an early stage with a senior trade union representative or permanent union official.

4.2 An employee being charged or convicted with a criminal offence is not in itself a reason for disciplinary action. The Company will consider whether the offence or alleged offence is one that makes the employee unsuitable for their type of work. Therefore, the Company will establish the facts of the case and consider whether the facts warrant starting the disciplinary procedure. Similarly, an employee cannot be dismissed solely because they were absent from work as a result of being remanded in custody.

#### 5. **GROSS MISCONDUCT**

5.1 In the event that an employee commits an act of gross misconduct, the Company is entitled to summarily terminate the employee's contract of employment without notice or pay in lieu of notice.

5.2 The following non-exhaustive list gives examples of offences that the Company will normally regard as gross misconduct:-

5.2.1 Theft, fraud, dishonesty or deliberate falsification of records;

5.2.2 Fighting, assault, dangerous horseplay, excessive bad language or other violent behaviour;

5.2.3 Deliberate damage to, or misuse of, Company property;

5.2.4 Deliberate use of internet and/or email to access or distribute material of a pornographic, offensive, obscene or inappropriate nature;

5.2.5 Incapability at work due to the effect of alcohol or drugs;

5.2.6 Possession, custody or control of illegal drugs on Company premises or sites of work;

5.2.7 Serious breach of the Company's rules, policies and procedures;

5.2.8 Serious negligence which causes loss, damage or injury;

5.2.9 Conviction of a criminal offence that is relevant to the employee's employment with the Company and renders them unsuitable for their work;

- 5.10 Conduct likely to bring the Company's name into disrepute;
- 5.11 Bullying, harassment, victimisation or discrimination;
- 5.12 Deliberate refusal or wilful failure to carry out a reasonable and lawful direct instruction given by a superior during working hours;
- 5.13 Theft, or misappropriation of Company or customer's property;
- 5.14 Performing, arranging or carrying out any work or activity which could be considered to be in competition with or which adversely affects in any way the Company's interests;
- 5.15 Fraud or any other illegal offence committed against the company
- 5.16 Acts of gross misconduct involving careless or reckless driving.
- 5.17 Gross immorality
- 5.18 Loss of driving licence on conviction when driving is all or an essential part of the job
- 5.19 Knowingly giving false information or deliberately omitting relevant information on the job application form or curriculum vitae.
- 5.20 Smoking in designated non-smoking areas.
- 5.21 Unlawful discrimination
- 5.22 Receipt of bribes to effect the placing of business with a supplier of goods or services;
- 5.23 Inaccurate or fraudulent recording of financial transactions.
- 5.24 Unauthorised access to or disclosure of any confidential information.
- 5.25 Unauthorised access to any part of the Company's computer data;
- 5.26 Falsification of time sheets;
- 5.27 Abandoning duty without notification;
- 5.28 Sleeping on duty
- 5.29 The act of copying computer software without authorisation
- 5.30 The use of unauthorised software on Company P.C.s.
- 5.3.1 Serious acts of insubordination.

5.3 If the Company decides to summarily terminate the employee's contract of employment without notice or pay in lieu of notice the Company must be acting *fairly and reasonably* to take this action rather than following the Disciplinary Procedure set out in Clause 3 above.

**This procedure has been approved & authorised by:**

**Name:** Mr Barry Mara  
**Position:** Company Director  
**Date:**  
**Signature:**

# Drugs Policy

## **Introduction**

Tommy James Limited are responsible employers and we take our obligations to our employees very seriously. This is why we have set out this policy to help us ensure the health, safety and welfare of our employees and to help us comply with our legal duties. The use of non prescribed drugs is not only dangerous but also illegal under criminal law.

- Section 2(2)(e) of the Health and Safety at Work Act 1974 places a duty on employers to provide a safe and healthy working environment.
- It is an offence to supply, produce, offer to supply or produce controlled drugs.
- The Misuse of Drugs Act 1971 makes it an offence for the occupier of premises to permit knowingly the production or supply of any controlled drugs or allow the smoking of cannabis or opium on those premises.
- It is also an offence to aid or abet any of these offences.

Any reference in this Policy to a non-prescription drug refers only to controlled or illegal substance and does not refer to medicines, supplements and similar substances that are legally and commercially available in the United Kingdom.

## **Aims of the Policy**

This policy aims to:

- Comply with the Company's legal obligations to provide a safe and healthy working environment for all staff.
- Comply with all of the requirements imposed by law.
- Raise awareness of the dangers and penalties associated with the use of controlled drugs.
- Guarantee the right of all staff to work in an environment unaffected by controlled drugs.
- Provide support to staff whose lives are or who have been affected by the misuse of controlled drugs.

## **Health and Safety**

Controlled substances often possess side effects that could not only adversely affect employees health but that of their colleagues at work as well as their performance. Employees should be aware that anyone under the influence of controlled drugs is a risk to everyone around them and should be alert to possible signs of drugs abuse. Such indicators commonly include:

- Sudden changes in behaviour;
- Confusion;
- Irritability;
- Fluctuations in mood and energy;
- Impairment of performance; and
- Increase in short term sickness absence.

Employees should report any concerns they may have about a colleague displaying any or all of these symptoms to Mr Gale/Mr Mara but should not under any circumstances approach the person displaying the symptoms or discuss their concerns with any other colleagues. This will remain confidential.

### **Prohibition**

- No non – prescription drugs are allowed to be consumed in or brought onto company premises, land or vehicles at any time by any person irrespective of their status in, or business with, the Company.
- The prohibition of non – prescription drugs extends to all activities carried out by staff whilst they are at work. These activities include but are not restricted to driving on company business, when on call or standby duties or when on trips for company business, training or social events.

### **Disciplinary Action**

A breach of these rules will be defined as gross misconduct and it is likely that the employee in question will face summary dismissal.

### **Principle**

- Tommy James Ltd has a zero tolerance policy in regards to drugs because of the nature of the work.
- The company reserves the right to undertake sampling if there are concerns regarding a member of staff

**This policy has been approved & authorised by:**

**Name:** Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# Emergency Leave for Care of Dependants

## 1. Introduction

It is the policy of TOMMY JAMES LTD to ensure that as far as possible our employees are able to combine their career and family responsibilities.

This policy is compliant with the Employment Rights Act 1996 and Employment Relations Act 1999.

## 2. Provision

### 2.1 The Right to Time Off

All staff are entitled to take a reasonable amount of time off work to deal with certain unexpected or sudden emergencies and to make any necessary longer term arrangements. The right subsists from the commencement of employment. The circumstances under which time off can be taken under this right are listed under sub-clause 2.2 of this policy.

### 2.2 Circumstances for taking Time Off

The right enables employees to take action which is necessary:

2.2.1 If a dependant falls ill, or has been injured or assaulted;

2.2.2 When a dependant is having a baby;

2.2.3 To make longer term care arrangements for a dependant who is ill or injured;

2.2.4 To deal with the death of a dependant;

2.2.5 To deal with an unexpected disruption or breakdown of care arrangements for a dependant;

2.2.6 To deal with an unexpected incident involving the employee's child during school hours.

2.3 The employee should notify his/her manager (Mr Gale/Mr Mara),, as soon as is practicable, the reason for the absence and how long he/she expects to be away from work. There may be occasions where an employee returns to work before it is possible to contact his/her manager (Mr Gale/Mr Mara), in which case the employee must contact his/her manager (Mr Gale/Mr Mara), upon return to work.

## 3. Meaning of "Dependant"

A "dependant" can include the following:

3.1 Husband, wife or partner of the employee;

3.2 Child or parent of the employee;

3.3 Someone who reasonably relies on the employee for assistance;

3.4 Someone who lives in the same household as a member of the family.

It does not include tenants or boarders, or someone who lives in the household as an employee.

#### 4. Advance Notice and Extended Leave

4.1 The right to Time Off for Dependants is intended to cover genuine emergencies. There is consequently no limit on the number of times an employee can be absent from work under this right.

4.2 If the employee is aware of the need to take time off in advance or needs to take a longer period of time off, he/she should consider taking annual leave or Parental Leave.

#### 5. The Employee's Rights

5.1 The employee will not be entitled to receive pay whilst exercising his/her right.

5.2 The employee's contract of employment subsists throughout his/her time off under this policy and he/she will continue to benefit from his/her terms and conditions of employment [except for the right to remuneration], including the accrual of annual leave.

5.3 The whole period of absence whilst exercising this right counts for seniority and pension purposes.

5.4 The employee will be entitled to return to the job in which he/she was employed before his/her absence on terms and conditions not less favourable than those which would have applied if he/she had not been absent.

#### 6. **Misuse of the Right to Time Off**

Any employee found to be abusing the right to time off will be dealt with under the Company's Disciplinary Procedure.

#### 7. **Relationship with Other Policies**

Along with this Emergency Leave Policy, the Company operates the following policies which may better provide for your needs:

Maternity Policy

Paternity Policy

Sickness and absence Policy

#### 8. **Refusal and Complaints**

Any employee who believes that he/she has been refused leave under this policy unfairly or unreasonably, or feels they have been penalised or suffered detriment as a result of taking leave should discuss the matter with his/her manager Mr Gale/Mr Mara. If the matter cannot be resolved the employee should follow the usual grievance procedure.

#### **This policy has been approved & authorised by:**

**Name:** Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# Equal Opportunities Policy With Grievance & Disciplinary Procedures

## 1. Policy Statement

**Tommy James Ltd** is committed to achieving a working environment which provides equality of opportunity and freedom from unlawful discrimination on the grounds of race, sex, pregnancy and maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation. This Policy aims to remove unfair and discriminatory practices within the Company and to encourage full contribution from its diverse community. The Company is committed to actively opposing all forms of discrimination.

The Company also aims to provide a service that does not discriminate against its clients and customers in the means by which they can access the services and goods supplied by the Company. The Company believes that all employees and clients are entitled to be treated with respect and dignity.

## 1. Objectives of this Policy

- .1 To prevent, reduce and stop all forms of unlawful discrimination in line with the Equality Act 2010.
- .2 To ensure that recruitment, promotion, training, development, assessment, benefits, pay, terms and conditions of employment, redundancy and dismissals are determined on the basis of capability, qualifications, experience, skills and productivity.

## 1. Designated Officer

**Name:** Paula James (Office Manager)

**Telephone Number** 01634 683368

## 1. Definition of Discrimination

Discrimination is unequal or differential treatment which leads to one person being treated more or less favourably than others are, or would be, treated in the same or similar circumstances on the grounds of race, sex, pregnancy and maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation. Discrimination may be direct or indirect.

## 1. Types of Discrimination

### 1.3 **Direct Discrimination**

This occurs when a person or a policy intentionally treats a person less favourably than another on the grounds of race, sex, pregnancy and maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation.

## **1.4 Indirect Discrimination**

This is the application of a policy, criterion or practice which the employer applies to all employees but which is such that:

- It is detrimental to a considerably larger proportion of people from the group that the person the employer is applying it to represents;
- The employer cannot justify the need for the application of the policy on a neutral basis; and
- The person to whom the employer is applying it suffers detriment from the application of the policy.

Example: A requirement that all employees must be 6ft tall if that requirement is not justified by the position would indirectly discriminate against employees with an oriental ethnic origin, as they are less likely to be able to fulfil this requirement.

## **1.5 Harassment**

This occurs when a person is subjected to unwanted conduct that has the purpose or effect of violating their dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.

## **1.6 Victimisation**

This occurs when a person is treated less favourably because they have brought or intend to bring proceedings or they have given or intend to give evidence.

# **1. Unlawful Reasons for Discrimination**

## **1.3 Sex**

It is not permissible to treat a person less favourably on the grounds of sex, marital status, civil partnership, pregnancy or maternity, gender reassignment or transgender status. This applies to men, women and those undergoing or intending to undergo gender reassignment. Sexual harassment of men and women can be found to constitute sex discrimination.

Example: Asking a woman during an interview if she is planning to have any (more) children constitutes discrimination on the ground of gender.

## **1.4 Age**

It is not permissible to treat a person less favourably because of their age. This applies to people of all ages. This does not currently apply to the calculation of redundancy payments.

## **1.5 Disability**

It is not permissible to treat a disabled person less favourably than a non-disabled person. Reasonable adjustments must be made to give the disabled person as much access to any services and ability to be employed, trained, or promoted as a non-disabled person.

## **1.6 Race**

It is not permissible to treat a person less favourably because of their race, the colour of their skin, their nationality or their ethnic origin.

## **1.7 Sexual Orientation**

It is not permissible to treat a person less favourably because of their sexual orientation. For example, an employer cannot refuse to employ a person because s/he is homosexual, heterosexual or bisexual.

## **1.8 Religion or Belief**

It is not permissible to treat a person less favourably because of their religious beliefs or their religion or their lack of any religion or belief.

### **1. Reasonable Adjustments**

The Company has a duty to make reasonable adjustments to facilitate the employment of a disabled person. These may include:

- .1 Making adjustments to premises;
- .2 Re-allocating some or all of a disabled employee's duties;
- .3 Transferring a disabled employee to a role better suited to their disability;
- .4 Relocating a disabled employee to a more suitable office;
- .5 Giving a disabled employee time off work for medical treatment or rehabilitation;
- .6 Providing training or mentoring for a disabled employee;
- .7 Supplying or modifying equipment, instruction and training manuals for disabled employees; or
- .8 Any other adjustments that the Company considers reasonable and necessary provided such adjustments are within the financial means of the Company.

If an employee has a disability and feels that any such adjustments could be made by the Company, they should contact the Designated Officer.

### **1. Responsibility for the Implementation of this Policy**

All employees, subcontractors and agents of the Company are required to act in a way that does not subject any other employees or clients to direct or indirect discrimination, harassment or victimisation on the grounds of their race, sex, pregnancy or maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation.

The co-operation of all employees is essential for the success of this Policy. Senior employees are expected to follow this Policy and to try to ensure that all employees, subcontractors and agents do the same.

Employees may be held independently and individually liable for their discriminatory acts by the Company and in some circumstances an Employment Tribunal may order them to pay

compensation to the person who has suffered as a result of discriminatory acts.

The Company takes responsibility for achieving the objectives of this Policy, and endeavours to ensure compliance with relevant Legislation and Codes of Practice.

## **1. Dedicated Grievance Procedure**

### **Informal Procedure**

- .1 If an employee feels that they have suffered direct or indirect discrimination they are encouraged to attempt to raise and solve the issue informally before commencing the formal procedures detailed below.
- .2 Informal steps that may be taken by the employee include talking to their manager about the issue, or talking directly to any individual who the employee feels is responsible for the discrimination. This can be done verbally or by letter, and can be with the accompaniment of a colleague or trade union representative.
- .3 Where the informal procedure is used, both parties should keep a written record of the meeting including what was discussed and any proposed action.
- .4 If the employee feels unable to deal with the issue informally, or if informal steps have failed to solve the problem, the employee should raise the matter according to the formal procedure detailed below.

### **Formal Procedure**

#### *Written Statement*

- .5 Formal Grievances should be detailed in writing, and submitted to the Designated Officer without unreasonable delay. The Grievance should contain the actions or policy that the employee believes is discriminatory and all relevant facts surrounding the action or policy, including any relevant dates, names and witnesses. The employee should indicate what they feel the Company should do and any other suggestions or information that they believe will assist in resolving the issue.
- .6 Where the Grievance concerns the Designated Officer it should be submitted instead to the employee's company director Mr Barry Mara or such other person of equal or greater seniority.

#### *Grievance Meeting*

- .7 The employee will then be invited to a formal meeting to discuss the Grievance. The formal meeting will be held without unreasonable delay, and, usually no longer than **7** working days after submission of the Grievance in writing.
- .8 The meeting must not take place if the appropriate manager has not had a reasonable opportunity to consider their response to the information.
- .9 The employer should establish the facts by collecting documents, identifying any relevant people to interview and taking statements before memories start to fade.

Any requests for anonymity and confidentiality should be taken seriously.

- .10 The employee may, following a reasonable request, be accompanied by a colleague, a suitably certified trade union representative or an official employed by a trade union. The companion may not, however, answer questions on behalf of the employee.
- .11 The employee's chosen companion will be able to address the meeting to put or sum up the employee's case as well as confer with the employee during the meeting. They may not, however, answer questions on the employee's behalf, address the meeting if the employee does not wish them to do so or prevent the Company from explaining their case.
- .12 The appropriate manager, employee and their companion shall make every effort to attend the meeting.
- .13 If possible the employee should explain how they think the Grievance could be resolved.
- .14 If a full investigation of the matter is required then the meeting should be adjourned to a later date before a decision is taken about how to deal with the employee's Grievance.

#### *Outcome of the meeting*

- .15 Following the meeting, and investigation, and without unreasonable delay the appropriate manager shall set out in writing the action they intend to be taken in order to resolve the Grievance (if appropriate).
- .16 The Company shall also inform the employee in writing of their right to appeal if they are not satisfied with the action taken.
- .17 Any action taken shall be monitored and reviewed, as appropriate, to ensure it effectively deals with the issue.

#### *Appeal*

- .18 If the employee is dissatisfied with the decision they have the right to raise an appeal by submitting a written request to the Designated Officer, which should include the grounds for appeal. The appeal request must be submitted within **5** working days of the employee receiving the confirmation as to the outcome of the Grievance meeting.
- .19 The Company will invite the appellant employee to another meeting to discuss their appeal, to be held within a reasonable time of receiving the request for an appeal, at a time and place which shall be notified to the employee in advance. The appeal will be dealt with impartially and, wherever possible, will be chaired by a manager who has not previously been involved in the case and is of increased seniority to the one who dealt with the original Grievance.
- .20 The employee has the statutory right to be accompanied at the appeal meeting. The outcome of the appeal meeting shall be communicated to the employee in writing

within **10** working days. Decisions made at this point are final and the Grievance procedure is concluded.

### ***Records and Confidentiality***

- .21 The Company shall be responsible for taking notes of the proceedings of each meeting during the Grievance procedure. Copies of meeting notes will be provided to the employee.
- .22 All Grievances will be handled with as high a degree of confidentiality as is practicable, with special consideration for the often sensitive nature of grievances falling under this Policy.
- .23 Confidential records of the Grievance will be kept in the employee's personnel file in accordance with Data Protection legislation.

### **1. Employees engaging in Discriminatory Conduct**

- .1 Behaviour or actions found to be contrary to this Policy and the general spirit of the laws on which it is based will be considered to be serious disciplinary matters. In the most severe of cases, the employee responsible may face dismissal. Any such employees will have the right to appeal against such a summary dismissal by following the Companies grievance procedure.
- .2 Discrimination leads to an unpleasant and non-productive work environment. No employee has the right to discriminate against another. If an employee is executing Company policy that may be indirectly discriminatory, the Company will not normally hold the employee responsible for any negative effects of that policy. Employees should inform the Designated Officer if they become aware of any discriminatory effects that a policy may have.
- .3 If a grievance is received by the Company that cites the actions of an employee have been discriminatory against another member of staff, the Company will deal with the breach of policy through the Disciplinary procedure.

### **1. Disciplinary Procedure**

#### *Informal discussion*

- .1 The Company will initially try to resolve disciplinary issues informally by way of an informal discussion with the employee concerned.
- .2 This is a two way discussion where the Company will be able to inform the employee of the grievance against them and at the same time provide the employee with the opportunity to provide an explanation.
- .3 The main purpose of the informal talk is to find a solution to the problem that is beneficial for both the Company and the employee.
- .4 Generally, cases of minor misconduct are dealt with informally. However, if the informal action does not provide a solution to the problem or if the disciplinary issue

is too serious to be dealt with informally then the Formal Disciplinary Procedure will be followed.

*Written notice of intended disciplinary meeting*

- .5 If it is decided that there is a disciplinary case to answer the Company will provide the employee with written notice informing them that this constitutes the first stage of the Formal Disciplinary Procedure and as such outline:
  - 11.5.1 the alleged misconduct and any possible consequences of this;
  - 11.5.2 details as to the time and venue of the disciplinary meeting; and
  - 11.5.3 notice of the employee's statutory right to be accompanied if the meeting could result in a formal warning, the confirmation of a warning or the taking of some other disciplinary action. (This statutory right can be exercised once the employee has made a reasonable request to be accompanied)
- .6 The employee's chosen companion will be able to address the meeting to put or sum up the employee's case as well as confer with the employee during the meeting. They may not, however, answer questions on the employee's behalf, address the meeting if the employee does not wish them to do so or prevent the Company from explaining their case. The companion can be a fellow employee, trade union representative or official employed by a trade union.
- .7 The meeting will be scheduled in order to give the employee reasonable time to prepare for the meeting.
- .8 The Company will establish the facts before the meeting by collecting documents, identifying any relevant people to interview and taking statements before memories start to fade. Any requests for anonymity and confidentiality will be taken seriously.
- .9 Where the Company or an employee intends to call relevant witnesses they should give advance notice to the other party that they intend to do this. It may also be appropriate to provide copies of written evidence including any witness statements.
- .10 If the employee is unable to attend the disciplinary meeting at the agreed time, the Company shall offer an alternative reasonable time and date. If the employee repeatedly fails to attend rearranged meetings the Company, taking into consideration any reasons and concluding that such failure is without good cause, is free to decide upon the matter using the evidence available. The Company will inform the employee about such a decision in writing.
- .11 A record of this written notice will be disregarded after **12** months subject to satisfactory conduct.

*Meeting*

- .12 The Company will explain the complaint against the employee and go through any relevant evidence.
- .13 The employee will then be given the opportunity to present their own evidence, answer any allegations, ask questions and call relevant witnesses.

- .14 If the Company is unable to attend the meeting, such a delay should be conveyed to the employee at the earliest opportunity and a reasonable alternative should be provided to the employee.
- .15 Where possible, a manager who did not carry out the investigation will attend the meeting

#### *Outcome of meeting*

- .16 If the Company finds there has been no misconduct the employee will be informed of this in writing.

#### *First Formal Warning*

- .17 If misconduct is confirmed the Company will issue a written warning setting out the complaint and stating that further misconduct will result in a final written warning. This letter will include details as to the improvement required, time-scales for such improvement and details of any help that will be made available. A record of this warning shall be kept for **12** months and shall be disregarded thereafter subject to satisfactory conduct.

#### *Final Formal Warning*

- .18 If the misconduct is sufficiently serious or there has been further misconduct since a previous formal warning the Company may issue a final written warning. This will give details of the complaint and nature of the misconduct, the improvement required, the time-scale for such improvement and details of any help available. It will also warn that failure to improve may lead to dismissal or some other contractual penalty e.g. demotion. A copy of this written warning will be kept on file and will be disregarded for disciplinary purposes after **12** months subject to satisfactory conduct.

#### *Dismissal / Other Penalty*

- .19 If there has been further misconduct since a final written warning the Company may dismiss the employee or take some other action short of dismissal such as demotion or disciplinary suspension. The employee will be provided with, in writing, the reasons for dismissal/or other action, the date on which the employment will terminate (if dismissed), and their right to appeal, as soon as reasonably practicable. The dismissal decision should only be taken by a manager who has the authority to do so.

#### *Dismissal Without Notice*

- .20 If the Company finds that there has been gross misconduct the Company may call for dismissal without notice, the Company will follow a fair disciplinary procedure before taking any decision to dismiss without notice and this will be confirmed in writing.

#### *Appeal*

- .21 Employees have the right to appeal against any formal disciplinary action. An appeal should be made in writing within **5** working days of the disciplinary decision.

- .22 The employee must inform the Company as to the grounds for appeal in writing, and may be accompanied to the appeal meeting.
- .23 The Company will hear the appeal without unreasonable delay and where possible the appeal will be dealt with by a manager, preferably more senior, not previously involved in the case. However, where this is not practicable, the same manager may handle both the disciplinary and the appeal meetings and he/she will act as impartially as possible.
- .24 The outcome of the appeal will be confirmed in writing within **5** working days of the meeting. Decisions made at this stage will be final and there is no further right of internal appeal.

## **1. Advice and Support on Discrimination**

Employees may contact their employee or trade union representative if access to such an individual is possible.

Other contacts include:

### **Equality and Human Rights Commission**

*Manchester*

Arndale House  
The Arndale Centre  
Manchester  
M4 3AQ

*London*

3 More London  
Riverside Tooley Street  
London  
SE1 2RG

*Cardiff*

3<sup>rd</sup> Floor, 3 Callaghan Square  
Cardiff  
CF10 5BT

*Glasgow*

The Optima Building  
58 Robertson Street  
Glasgow  
G2 8DU

*Helpline Telephone Numbers:*

England: 0845 604 6610  
Wales: 0845 604 8810  
Scotland: 0845 604 5510

Website: [www.equalityhumanrights.com](http://www.equalityhumanrights.com)

### **Citizens Advice Bureau**

Myddleton House

115-123 Pentonville Road  
London  
N1 9LZ

Website: [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

**Community Legal Services Direct**

Telephone: 0845 345 4 345

Website: [www.communitylegaladvice.org.uk](http://www.communitylegaladvice.org.uk)

**1. The Extent of the Policy**

- .1 The Company seeks to apply this Policy in the recruitment, selection, training, appraisal, development and promotion of all employees. The Company offers goods and services in a fashion that complies with the spirit of this Policy.
- .2 This Policy does not form a part of any employment contract with any employee and its contents are not to be regarded by any person as implied, collateral or express terms to any contract made with the Company.
- .3 The Company reserves the right to amend and update this Policy at any time.

**This policy has been approved & authorised by:**

**Name:** Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# Fire Safety Policy

## **1. General**

The Company is a responsible employer that takes our fire safety duties seriously. For this reason we have formulated this policy to help us comply with our legal obligations to staff and visitors under the Regulatory Reform (Fire Safety) Order 2005 (The Order).

This policy addresses our obligation under the order that requires the company to:

- Develop a policy to minimize the risks associated with fire
- Reduce the risk of an outbreak of fire
- Reduce the risk of the spread of fire
- Provide a means of escape
- Demonstrate preventive action
- Maintain documentation and records in respect of fire safety management

This fire safety policy also forms part of our General Health and Safety Policy, and is supplemented by our No Smoking / Smoke Free Policy.

## **2. The Responsible Person**

The Company has appointed a 'responsible person' who is charged with the responsibility to ensure the safety of our employees, any person who may legally come into our premises and anyone not on the premises but who may be affected. The Responsible Person shall make sure as far as is reasonably practical that everyone on the premises, or nearby, can escape safely if there is a fire.

The person appointed is: Paula James (office manager).

[Where responsibility is shared with other responsible persons (e.g. adjacent premises, Landlord / Tennant or multiple tenancy building) we are required to co-operate by sharing information and collaborating in provision of measures.]

The responsible person must carry out [or ensure that a competent person carries out] a Fire Safety Risk Assessment.

## **3. Competent Persons**

The company will appoint competent persons to carry out the following duties:

- Fire Marshal(s) (Paula James)
- To carry out fire fighting duties
- Make contact with the emergency services
- Assist in evacuations.

The names and duties of all competent persons will be displayed on the safety notice board(s) within the premises.

A competent person can only be regarded as competent if they have the appropriate level of training, experience, and knowledge.

#### **4. Documentation & Records**

The Company documents and keeps records to prove that we have acted responsibly. The lack of records could leave the matter open to doubt. Inspectors will require inspection of our records during any enforcement visit and, therefore, the following records will be kept (together, in the same file) at all Company premises:

- The Fire Safety Policy
- No Smoking / Smoke Free Policy
- Fire evacuation procedures
- Detailed records of all fire training.
- A record of all fire drills (at least one per year) listing all attendees, evacuation times and any comments.
- Records of weekly tests of fire alarms, fire exits.
- Records of weekly flow tests of sprinkler systems (where fitted)
- Records of wet and dry tests of dry rising mains (where fitted)
- Record of annual inspection and test of all fire fighting equipment
- Records of periodic tests of emergency lighting (where fitted)
- Records of all scheduled and unscheduled maintenance of fire detection and alarm systems

[Records of inspection, risk assessment and maintenance of workplace and electrical equipment, storage of hazardous substances and other hazards identified with fire safety]

#### **5. Employee's Duties**

All employees have a duty to take reasonable steps to ensure that they do not place themselves or others at risk of harm. They are also expected to co-operate fully with us in complying with any procedures that we may introduce as a measure to protect the safety and well-being of our staff and visitors.

#### **6. Communication**

We will ensure that any person we employ is provided with the company handbook which details all information related to fire safety and consult with our employees on all matters of fire safety policy and arrangements. We will keep staff informed of any changes that are made to our fire safety procedures and fire risk assessment. We will also ensure that all visitors to our premises are briefed in the evacuation procedures and not left alone unless

they are aware of, and familiar with, all available escape routes.

## **7. Procedures**

The Company has introduced the following procedures in order to maintain high standards of fire safety:

- ❑ Following the appointment of the Responsible Person, that person shall make, record, review and where applicable revise Fire Safety Risk Assessments. This task may be delegated by the Responsible Person to some other "competent" person.
- ❑ The Fire Safety Risk Assessments must take into consideration everyone who may come on our premises, whether they are employees, visitors or members of the public. Particular attention will be paid to people who may have a disability or anyone with special needs.
- ❑ The fire evacuation procedures will be practiced at least annually.
- ❑ The delegated officer will be given training, including 'the action to be taken' when they commence employment and will receive refresher training as appropriate. Further training would be required if there were any change that may affect fire safety. All training will be provided during normal working hours.
- ❑ It is company policy that all staff will be trained in the use of fire extinguishers whether or not they have been given specific fire fighting duties.
- ❑ All escape routes will be established, kept in good working order and free from obstruction at all times.
- ❑ Fire fighting equipment will be provided. In general this means fire extinguishers but additional provision of fire blankets, hoses or sprinklers may be made where deemed appropriate by the findings of the risk assessment.
- ❑ All fire related equipment will be regularly serviced and maintained by a competent person. If any employee notices defective or missing equipment, they must report it to a manager.
- ❑ An appropriate fire detection and alarm system will be provided. The type and extent of the alarm system provided will be based on the findings of the risk assessment. Alarm systems will be tested regularly. Staff will be told when a test is scheduled.
- ❑ Emergency lighting will be provided for escape routes where applicable. The need for and the extent of the system will be determined by the findings of the risk assessment.
- ❑ The risk of fire spread will be controlled by the provision of fire resisting construction, and or fire/smoke resisting doors. These provisions will be kept in good order as part of our regular maintenance schedule. All employees are required to ensure that any fire door provided remains closed at all times.
- ❑ Any other safety systems provided will be checked regularly to ensure correct operation, where necessary e.g. emergency lighting, fire doors etc.

- ❑ Appropriate signs and notices will be displayed, giving appropriate instructions to employees and others in the event of a fire. In addition signs will be provided to indicate the position of fire extinguishers, fire alarm call points and, to indicate the emergency exit routes.
- ❑ This policy forms part of our employee's terms and conditions of employment. Failure to comply may be treated as a disciplinary matter.

The policy statement will be regularly reviewed and updated as necessary. The management team endorses this policy and is fully committed to its' implementation.

**This policy has been approved & authorised by:**

**Name:** Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# General Health and Safety Statement

It is the policy of **Tommy James Limited** to develop a positive health and safety culture throughout the organisation because we believe that high health and safety standards are a pre-requisite in the pursuit of company efficiency and competitiveness.

To achieve this the Company will progressively identify all workplace hazards and take appropriate measures to eliminate or control risks to employees and others affected by our operations by applying positive control standards and provision of information, training and supervision as needed.

Employees are reminded that they have a duty to ensure that the Company's Health and Safety Policy is observed and in particular they are required:-

- to take reasonable care for their own health and safety at work and of those who may be affected their actions, or by their omissions. The company recommends that staff should have annual health checks.
- to co-operate with their employer to ensure that any duty, or requirement, for health and safety imposed upon their employer by law is performed or complied with.
- not to intentionally, or recklessly, interfere with or misuse anything provided in the interests of health, safety or welfare. To read carefully any risk assessment forms received for the job.
- to report to supervisory staff hazardous conditions or defects in the company safety arrangements.

The company recognises that it has the ultimate legal responsibility for health and safety. Accordingly the Managing Director accepts overall responsibility for policy formulation and implementation. In turn, all levels of management and all supervisors are responsible for carrying out those health and safety duties placed on them. The Managing Director will ensure that the safety plan includes sufficient resources for the successful implementation of the Health and Safety Management Policy.

Where appropriate, the monitoring and review of the Company's Health and Safety Management Policy will be carried out by the Health and Safety Management Committee under the direction of the director responsible for health and safety within the Group who will be appointed from time to time by the Managing Director.

Development of the Health and Safety Management Policy will be conducted through the normal business meetings where health and safety will be given standing equal to other activities of the business.

The company will appoint a number of competent persons to assist the company directors implement this policy. The Safety Officer's role is to provide independent and authoritative advice to managers with individual responsibilities for health and safety.

**This policy has been approved & authorised by:**

**Name:** Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# Grievance Procedure

1. The grievance procedure enables the Company to ensure that any problems, complaints or concerns raised by employees are dealt with in a fair, timely and consistent manner. If an employee has a grievance or complaint regarding:

- 1.1 their work, working conditions, pay and benefits, working hours; or
- 1.2 discrimination on the grounds of race, sex, sexual orientation, religion, disability, age, gender reassignment, marital status or ethnic origin; or
- 1.3 treatment by colleagues including harassment and bullying; or
- 1.4 their health and safety or a breach of statutory employment rights; or
- 1.5 any other issue affecting their employment it should be raised in line with this procedure.

## 2. **Informal Procedure**

- 2.1 Employees should, where possible, discuss the grievance or complaint with their immediate manager on an informal basis first. The manager will discuss any concerns with the employee and attempt to resolve the matter within a reasonable timescale. Where it is not possible for the employee to talk to their immediate manager, or if the grievance concerns him or her, the employee should instead talk to the next most senior person or the HR manager.
- 2.2 Where the informal procedure is used, both parties should keep a written record of the meeting including what was discussed and any proposed action.
- 2.3 If the grievance has not been resolved or cannot be settled informally, the matter should be dealt with according to the formal grievance procedure.

## 3. **Formal Grievance Procedure:**

### 3.1 Stage 1 - **Written Statement**

- 3.1.1 The aggrieved employee must first send a written statement detailing the nature of the grievance to Vince Gale without unreasonable delay.
- 3.1.2 Where it is the appropriate manager who is the subject of the Grievance, the employee should instead send the written statement to another manager of equal or greater seniority, where possible.

### 3.2 Stage 2 - **Grievance Meeting**

- 3.2.1 Upon receiving the written statement the appropriate manager will arrange for a formal meeting to be held in order to discuss the grievance. The formal meeting will be held without unreasonable delay and usually no longer than 5 working days after the statement of grievance is received.

- 3.2.2 The meeting must not take place if the appropriate manager has not had a reasonable opportunity to consider their response to the information.
- 3.2.3 The employer should establish the facts by collecting documents, identify any relevant people to interview and take statements before memories start to fade. Any requests for anonymity and confidentiality should be taken seriously.
- 3.2.4 The employee may, following a reasonable request, be accompanied by a colleague, a suitably certified trade union representative or an official employed by a trade union. The companion may not, however, answer questions on behalf of the employee.
- 3.2.5 The employees chosen companion will be able to address the meeting to put or sum up the employees case as well as confer with the employee during the meeting. They may not, however, answer questions on the employees' behalf, address the meeting if the employee does not wish them to do so or prevent the Company from explaining their case.
- 3.2.6 The appropriate manager, employee and their companions shall make every effort to attend the meeting.
- 3.2.7 If possible the employee should explain how they think the grievance could be resolved.
- 3.2.8 If a full investigation of the matter is required then the meeting should be adjourned to a later date before a decision is taken about how to deal with the employee's grievance.

### 3.3 Stage 3 - **Outcome of meeting**

- 3.3.1 Following the meeting and investigation and without unreasonable delay the appropriate manager shall set out in writing the action they intend to be take in order to resolve the grievance (if appropriate).
- 3.3.2 The appropriate manager shall also inform the employee of their right to appeal if they are not satisfied with the action taken.
- 3.3.3 Any action taken shall be monitored and reviewed, as appropriate, to ensure it effectively deals with the issue.

### 3.4 Stage 4 - **Appeal**

- 3.4.1 Employees have the right to appeal where they feel their grievance has not been satisfactorily resolved.
- 3.4.2 The request for an appeal must state the grounds for the appeal and should be submitted to the appropriate manager in writing within 5 working days of receiving written confirmation as to the outcome of the grievance meeting.
- 3.4.3 The appropriate manager will arrange a further meeting to discuss the appeal within a reasonable time of receiving the request for an appeal. The employee will be informed of the time and place of the appeal in advance.
- 3.4.4 The appeal will be dealt with impartially and, wherever possible, will be chaired by a manager who has not previously been involved in the

case and is of increased seniority to the one who dealt with the original grievance.

3.4.5 The employee has the right to be accompanied at the appeal meeting and the outcome of the appeal meeting shall be communicated to the employee in writing within 5 working days. Decisions made at this point are final and the grievance procedure is concluded.

#### **4. Confidentiality**

4.1 Grievances will be handled with as high a degree of confidentiality as is practicable.

4.2 Confidential records of the grievance will be kept in the employee's personnel file in accordance with Data Protection legislation. Copies of meeting notes will be provided to the employee, although the Company reserves the right to withhold certain information (e.g. to protect a witness).

#### **5. Special Cases**

5.1 Where a grievance relates to a disciplinary matter, both can be dealt with concurrently.

5.2 Where a grievance is raised during the disciplinary process, the disciplinary process may be suspended so the grievance can be dealt with first.

5.3 The above procedure shall not be used for collective grievances.

5.4 [A separate procedure can be referred to for issues involving bullying, harassment or whistle blowing.]

**This policy has been approved & authorised by:**

**Name:** Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# Lone Worker Policy

## **Introduction**

Lone workers spend some or all of their working hours alone for a variety of reasons: they may work in an isolated location, be at a client's or customer's premises, work from home or may simply be working outside normal office hours. In any case, the Company recognises that working alone may involve an increased risk to the health and safety of its employees. As a consequence the Company has a policy that helps to ensure that it succeeds in its responsibility to manage the risks faced by its employees.

- Under the terms of the Health and Safety at Work Act 1974 the Company has a duty to ensure the health and safety of its employees as far as is reasonably practical.
- The Management of Health and Safety at Work Regulations 1999 place a duty on the Company to assess the degree of risk in the workplace.

## **Aims of the Policy**

- To ensure the safety of lone workers when exercising their duties in the absence of any colleagues or supervisors; and
- To ensure that the Company complies with all of its legal obligations.

## **Risk Assessments**

The company will carry out risk assessments on all types of work that are (or are likely to be) undertaken alone with particular regard when doing so to the following factors:

- Risk of violence (particularly when handling money or dealing with the public)
- Equipment (must be suitable and safe for use by one person)
- Location
- Materials (all materials used by suitable for use by one person) and
- Proximity to help

## **Procedures**

All lone workers should adhere to the following guidelines when working alone:

- Avoid unnecessary out of hours working where possible.
- Notify a member of staff in the office if you are intending to work outside normal hours.
- Familiarise yourself with your location, fire safety procedures and escape routes in the event of an emergency.
- Where possible ensure that you have keys to all entrances and exits and keep them locked at all times.
- Do not allow unexpected visitors in unless they carry sufficient identification.
- Familiarise yourself with the alarm system at your location.
- Ensure that you leave your contact details with a member of staff.
- Make sure that people at home are aware of your movements.
- In the event that you feel unwell seek help immediately and if necessary call 999.

Under no circumstances should a lone worker:

- Carry out works that could endanger yourself or the public
- Work in a high-risk confined space, where a supervisor may need to be present, along with someone dedicated to the rescue role;
- Working at or near exposed live electricity conductors;
- other electrical work where at least two people are sometimes required.

### **Control Measures**

- Employees will be provided with a first aid kit that they must ensure remains adequately stocked.
- In the event of an emergency the main points of contact will be as follows: Vince Gale 01634 683368.
- All lone workers must comply fully with this policy and with any complementary instructions received from the Company. Failure to do so may constitute a disciplinary offence.

**This policy has been approved & authorised by:**

**Name:** Mr Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# Maternity Leave Policy

## **1. Introduction**

It is the policy of TOMMY JAMES to ensure that as far as possible our employees are able to combine their career and family responsibilities. We recognise that parenthood brings additional responsibilities. We value the contributions of our female staff and every effort is made to encourage women to return to work from Maternity Leave. The purpose of this policy is to bring together a number of initiatives to assist women to combine their careers with motherhood.

This policy is compliant with the Employment Rights Act 1996, Employment Act 2002, Maternity and Parental Leave Regulations 1999 (as amended) and the Work and Families Act 2006.

## **2. Provision**

### 2.1 Maternity Leave Period – Ordinary Maternity Leave

2.1.1 All female employees are entitled to a maximum of 26 weeks' Ordinary Maternity Leave ("OML") and 26 week's Additional Maternity Leave ("AML"). For 39 weeks of this 52 week period, employees are also entitled to receive Statutory Maternity Pay ("SMP") or Maternity Allowance ("MA"), if not entitled to SMP. Both are detailed in Clause 4 of this policy.

2.1.2 Maternity leave should normally commence no earlier than 11 weeks before the Expected Week of Childbirth ("EWC"), and must extend to at least two weeks after the birth.

### 2.2 Rights during OML Period

2.2.1 The employee will continue to benefit from all of the rights conferred by her Terms and Conditions of Employment except for the right to remuneration.

2.2.2 The whole period of absence for OML counts for seniority and pension purposes.

2.2.3 Prior to commencement of Maternity Leave the employee will be informed of the arrangements for covering her work and for remaining in contact whilst she is on leave. As far as possible, such arrangement will be finalised in consultation with the employee herself. If she has staff reporting to her, she will be involved in all decisions relating to the temporary reporting arrangements to cover her Maternity Leave.]

2.2.4 [In addition staff on Maternity Leave will usually remain on circulation lists for internal memoranda and other documents and will be included in invitations to work-related social events as though they were still at work. Where the employee has executive/managerial/supervisory responsibilities we will try to ensure that she is given the opportunity for consultation about such decisions taken in her absence.]

2.2.5 [As far as reasonably possible, we will seek to defer key decisions until the employee's return from Maternity Leave or at least until a reasonable period after the birth of her child.]

### 2.3 Right to return to work following OML

2.3.1 The employee will be entitled to return to the job in which she was employed before her absence on terms and conditions not less favourable than those which would have applied if she had not been absent.

2.3.2 The employee does not have to give notice of her return unless she wishes to return early, in which case she must give eight weeks' notice to <<Her Line Manager/HR Officer>>. If the employee fails to give the requisite notice, we reserve the right to postpone her return so as to obtain a maximum of eight weeks' notice.

#### 2.4 Additional Maternity Leave

2.4.1 The employee is also entitled to Additional Maternity Leave ("AML").

2.4.2 AML allows the employee up to a further 26 weeks maternity leave after the end of OML. AML must run immediately and continuously from the end of OML.

2.4.3 The whole period of absence for AML counts for seniority and pension purposes.

2.4.4 The employee's contract of employment continues to subsist throughout the period of AML, and the employee will benefit from all of the rights conferred by her Terms and Conditions of Employment, except for the right to remuneration.

#### 2.5 Right to return to Work after AML

2.5.1 The employee is entitled to return after AML to the same job or, if it is not reasonably practicable, to a job which is both suitable for her and appropriate for her to do in the circumstances. The terms and conditions of such employment will be the same or superior to those of her previous position.

2.5.2 The employee is required to give no notice of her intention to return if she returns at the end of the 26-week period of AML but must give eight weeks' notice of an intention to return early. This notice [should be] OR [need not be] given in writing. If the employee fails to give the requisite notice, we reserve the right to postpone her return so as to obtain a maximum of eight weeks' notice.

#### 2.6 Throughout both OML and AML, the employee:

2.6.1 Retains the right to notice, right to redundancy pay, access to disciplinary and grievance procedures and the employer's implied obligation of trust and confidence; and

2.6.2 Remains bound by the implied obligation of good faith and any express terms about termination, disclosure of confidential information, acceptance of gifts and her participation in any business.

### **3. Work and Contact During Maternity Leave**

3.1 The employee may keep in reasonable contact with us during her Maternity Leave without bringing her Maternity Leave to an end or losing her SMP.

3.2 The employee is entitled to work during her Maternity Leave on a "keeping-in-touch" ("KIT") day without bringing her Maternity Leave to an end or losing her SMP. The employee may take up to a total of 10 KIT days during her Maternity Leave.

3.3 The employee is not obliged to take any KIT days and the decision to do so remains at the employee's discretion. No detrimental action shall be taken

against the employee if no KIT days are taken.

3.4 Work undertaken on a KIT day may include training or other events and is not limited to the normal job performed by the employee.

3.5 If the employee wishes to work on a KIT day this must be agreed with us.

3.6 Before working on a KIT day the amount of pay that the employee will receive for working on that day must be agreed, as must the weekly pay for a week during which the employee works on a KIT day. Payment cannot be lower than the weekly rate of SMP to which the employee is entitled.

3.7 The total Maternity Leave period will be unaffected whether the employee works on a KIT day or not.

#### **4. Statutory Maternity Pay**

4.1 An employee will be entitled to SMP if she fulfils the following criteria:

4.1.1 She has taken her maternity leave;

4.1.2 She has given 28 days notice of her maternity leave (unless with good reason);

4.1.3 She has provided medical evidence with a form (MATB1);

4.1.4 She has been employed continuously for 26 weeks up to and including her qualifying week (the 15<sup>th</sup> week before the EWC); and

4.1.5 Her average weekly earnings are at least equal to the lower earnings limit for National Insurance (NI) purposes in the relevant period.

4.2 Eligible employees will be entitled to SMP for a period of 39 weeks at the following rate:

4.2.1 For the first 6 weeks, at the rate of 90 per cent of normal weekly earnings; and

4.2.2 For the remaining 33 weeks, either 90 per cent of normal weekly earnings or the Prescribed Weekly Rate [From 5<sup>th</sup> April 2009 £123.06], whichever of these is lower.

4.3 Employees that are not eligible for SMP will be given a form SMP1. Employees should take this form to a JobCentre Plus to claim MA. MA is paid for 39 weeks at the rate of 90 per cent of normal weekly earnings or the Prescribed Weekly Rate, whichever of these is lower.

4.4 "Prescribed Weekly Rate" means the lower rate of SMP or MA as is prescribed by the Secretary of State [From 5<sup>th</sup> April 2009 £123.06].

#### **5. Meetings with The Company**

5.1 Preliminary Meeting

a) As soon as practicable after notifying The Company of her pregnancy, we will arrange for a meeting between the employee and her manager. This will be an informal interview the purpose of which will be to ensure that:

5.1.1 She has been informed and understands her rights regarding OML and AML, and particularly the need to give appropriate notice.

5.1.2 She understands the potential opportunities for flexible working.

5.1.3 She is aware of her entitlements to pay for OML and AML.

5.1.4 She is given an opportunity to discuss any health and safety concerns.

5.1.5 [She will be provided with The Company's "New and Expectant Mother Workplace Risk Assessment" Form]

## 5.2 Subsequent Meetings

b) At least 2 weeks before the employee is due to return to work, she will be invited for an informal meeting with her line manager in order to provide an opportunity for discussion of any material points concerning her return to work. These include:

5.2.1 Updating her on developments at work.

5.2.2 Considering whether any retraining needs have arisen either because of staleness or new technical or other developments. It is our aim to ensure that an employee's Maternity Leave does not put her at a disadvantage in relation to skills or other training needs.

5.2.3 Providing her with the opportunity of indicating whether she wishes to be considered for flexible working.

5.2.4 [Considering whether she would like to avail herself of the opportunity for taking a career break.]

5.2.5 The interview will also provide an opportunity to discuss and explain any necessary and unavoidable changes to the employee's work.]

## 6. **Post-Maternity Leave**

6.1 The opportunities for flexible working will depend on the needs of the business but we recognise that many women will be interested in reducing their working hours for a while after their return from Maternity Leave. We will make every effort to accommodate requests for part-time working and other forms of flexible work arrangements, provided that the employee's duties can still be effectively carried out on such a basis.

6.2 Where the demands of the post require full-time cover, for example because of its managerial content or because of a heavy workload, then it may still be possible for two suitably matched and qualified people to carry out the duties on a job-share basis. We will review all requests for flexible working in accordance with statutory guidance and requirements and consider whether arrangements can be made to accommodate them. Employees who change to working on a part-time or job-share basis will be offered appropriately adjusted contracts of employment containing their new terms and conditions. Their continuity of employment and all related rights will be preserved.

6.3 Where a job-share arrangement which is acceptable to the job-sharers' line manager cannot immediately be identified, the employee will nevertheless be encouraged to return to work full-time and will be offered a job-share in a suitable post as soon as one becomes available.

6.4 Employees who decide that they would prefer to postpone a return from Maternity Leave for a long-term period may qualify for Parental Leave or request a career break of up to 1years duration. Details of these schemes will be provided upon request.]

### **This policy has been approved & authorised by:**

**Name:** Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# Mental Health and Stress Policy

## **Introduction**

The Company believes that its employees are its most valuable resource and that their well being is vital to effective performance at work and the continued provision of high quality services. To this end the Company is committed to providing maintaining and promoting a healthy and supportive working environment.

- Under the terms of the Health and Safety at Work Act 1974 the Company has a duty to ensure the health and safety of its employees as far as is reasonably practical.
- The Management of Health and Safety at Work Regulations 1999 place a duty on the Company to assess and control the degree of stress in the workplace.
- The Disability Discrimination Act 2005 places a duty on the Company not to discriminate against employees who suffer from a disability under the act which includes long term ill health caused by stress at work.

While the Company has no control over external or personal factors it is committed to managing stress and risks within its control, and to providing support to employees who are suffering from stress.

## **Aims of the Policy**

- To ensure the physical and mental health of all employees;
- To promote a healthy, safe and friendly working environment and control and reduce risks to mental health;
- To help provide and maintain a supportive and non judgmental working environment;
- To provide effective support to all employees in managing stress and other mental health problems, and to encourage better recognition of mental health issues; and
- To recognize that the prevention of stress is easier than dealing with it once it has arisen.

## **Stress and its Recognition**

Stress is a natural reaction to excessive pressure that is experienced by everybody. When stress is experienced consistently over a period of time its effects can become detrimental and lead to further and more serious psychological and physical illnesses. Stress itself can be caused by an infinite number of variables which will vary enormously in different individuals and personal factors like family problems can easily affect an individual's work, while work based factors like bullying, lack of training or poor working conditions can just as easily spill over into the home.

Recognising stress can be difficult as its effects will vary from person to person but the following signs can sometimes indicate that someone is experiencing difficulty:

- Changes in behaviour;
- Indecisiveness;
- Absenteeism; or
- Increase in the use of tobacco or alcohol.

Although the Company has no control over external factors which may be more difficult to identify the Health and Safety Executive has identified 6 main causes of stress at work which the Company can affect:

1. Demands made on employees;
2. The level of control employees have over their work;
3. The support employees receive from managers and colleagues;
4. The clarity of an employee's role within the organization;
5. The nature of relationships at work; and
6. The way that changes are managed.

The Company is aware that stress is easier to manage before it becomes a problem and with that in mind will endeavour to operate in a fashion that takes all of the above factors into account. The Company will also always be open to discuss how an alteration of one or more of these factors might produce a better working environment.

### **Principles**

- The Company will conduct an annual assessment of the risks to employees health, both mental and physical, based on data collected from staff at work including absence data, staff turnover, grievance cases, accidents and exit interviews.
- The Company will always listen to any concerns that employees may have. The individual responsible for such concerns is Mr Vince Gale. All such concerns will be treated with respect and dignity, and employees will be provided with the necessary information to make informed decisions.
- The Company recognizes that stress and other mental health issues may require periods of sick leave or absence in order to recover from stress.
- Where necessary the Company will facilitate the managed return to work of employees who have been absent due to stress.
- All cases will be dealt with in accordance with the Company's policy on equality and diversity details of which are available in the Company handbook.
- All discussions, requests for help and advice will be kept strictly confidential and the information gathered will be held in accordance with the Data Protection Act 1998.

**This policy has been approved & authorised by:**

**Name:** Mr Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# No Smoking Policy

## Introduction

TOMMY JAMES are responsible employers and we take our obligations to our employees very seriously. This is why we have set out this policy to help us ensure the health, safety and welfare of our employees and to help us comply with our legal duties. Smoking does not only cause serious damage to the health of smokers, but research has also shown that second hand smoke causes cancers, heart and respiratory diseases in non smokers as well.

- Section 2(2)(e) of the Health and Safety at Work Act 1974 places a duty on employers to provide a safe and healthy working environment.
- Section 2(2) of the Health Act 2006 prohibits smoking in all public premises including workplaces and vehicles.

## Aims of the Policy

This policy aims to:

- Provide a safe and healthy working environment for all staff, customers and visitors;
- Comply with all of the requirements imposed by law;
- Raise awareness of the dangers associated with tobacco smoke;
- Guarantee the right of non smokers to breathe air free of smoke; and
- Support staff who wish to give up smoking.

## Restrictions on Smoking

- Smoking is not permitted in any of the Company's premises, entrances, or grounds at any time by any person irrespective of their status in, or business with, the Company.
- All visitors, customers, contractors and deliverers are required to abide by the no smoking policy. Staff must inform all of the above of the policy although it must be stressed that staff should not put themselves at any risk in furtherance of this policy.
- Smoking is not permitted in any company vehicles or in any vehicles being used or hired for Company business.
- No smoking signs must be displayed by the Company in all of its premises and vehicles.
- Smoking on Company premises or in Company vehicles constitutes an offence under the Health Act. In the unlikely event that a member of staff does not comply with the Company's No Smoking Policy disciplinary action will be taken in accordance with the Company's disciplinary policy.
- Any act that is deemed illegal is considered as gross misconduct and will be dealt with by instant dismissal from the company.

**This policy has been approved & authorised by:**

**Name:** Mr Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# Paternity Leave Policy (Birth)

## 1. Introduction

- 1.1 It is the policy of Tommy James Ltd to ensure that as far as possible our employees are able to combine their career and family responsibilities. We recognise that it is important for employees to support their partners following the birth of their children.
- 1.2 This policy complies with the Employment Rights Act 1996, the Employment Act 2002, the Paternity and Adoption Leave Regulations 2002, the Statutory Paternity Pay and Statutory Adoption Pay (General) Regulations 2002, the Additional Paternity Leave Regulations 2010, and the Additional Statutory Paternity Pay (General) Regulations 2010.
- 1.3 This policy only applies to babies born on or after 3 April 2011.

## 2. Aims of the Policy

- 2.1 To provide employees with the time they need to care for their new born child and support their partner.
- 2.2 To comply with [and exceed *[Note: This phrase can used if you want your Company's Paternity Leave Pay to go beyond the statutory provision for Statutory Paternity Pay, as set out in clause 9.5]*] the obligations imposed on the Company by law.

## 3. Ordinary Paternity Leave

- 3.1 The employee is entitled to a maximum of 2 consecutive weeks (you can elect to take one) Ordinary Paternity Leave if they:
  - 3.1.1 Have or expect to have responsibility for the child's upbringing; and
  - 3.1.2 Are the biological father of the child or the mother's husband or partner; and
  - 3.1.3 Have worked continuously for the Company for at least 26 weeks ending with the 15<sup>th</sup> week before the baby is due; and
  - 3.1.4 Can provide a self-certificate as evidence that the above criteria have been met.
- 3.2 Ordinary Paternity Leave should commence
  - 3.2.1 from the date of the baby's birth whether earlier or later than expected; or
  - 3.2.2 from 1 days after the date that the baby is expected to be born; or
  - 3.2.3 from a chosen date later than the first day of the week in which the baby is expected to be born.
- 3.3 Ordinary Paternity Leave can start on any day of the week on or following the birth but must be completed:

- 3.3.1 within 56 days of the actual date of the baby's birth; or
- 3.3.2 if the baby is born early, within the period from the actual date of the birth up to 56 days after the first day of the expected week of birth.
- 3.4 Only one Ordinary Paternity Leave period is available to the employee irrespective of whether more than one child is born as a result of the same pregnancy.

#### **4. Provision for Ordinary Paternity Leave in the event of death of the baby**

- 4.1 If the employee's wife or partner gives birth to a stillborn baby, the employee is entitled to Ordinary Paternity Leave if the stillbirth happens after 24 weeks of pregnancy. If the stillbirth happens before the end of the 24<sup>th</sup> week of pregnancy, the employee may take sick or compassionate leave, at the discretion of the Company director.
- 4.2 If the baby is born alive but later dies, the employee is still entitled to Ordinary Paternity Leave.

#### **5. Procedure for Ordinary Paternity Leave**

- 5.1 The employee must inform the office manager of the employee's intention to take Ordinary Paternity Leave by the end of the 15<sup>th</sup> week before the baby is expected, unless this is not reasonably practical. The employee will be required to supply the following information:
  - 5.1.1 The week the baby is due; and
  - 5.1.2 Whether they wish to take one or two weeks leave; and
  - 5.1.3 When they want their leave to start.
- 5.2 The employee can change their mind about the date on which they want their leave to start providing they inform the office manager in writing at least 28 days in advance.
- 5.3 The employee must inform the office manager in writing of the date they expect Ordinary Paternity Leave Payments to start at least 28 days in advance.
- 5.4 Miss James will, on receiving the above details, write to the employee to confirm the details that have been provided.
- 5.5 The employee does not have to give notice of their return to work unless they wish to return early, in which case they must give notice to Miss James.

#### **6. Additional Paternity Leave**

- 6.1 An employee is entitled to a maximum of 26 weeks and a minimum of 2 consecutive weeks Additional Paternity Leave if:
  - 6.1.1 They have or expect to have responsibility for the child's upbringing; and
  - 6.1.2 They are the biological father of the child or the mother's husband or partner; and
  - 6.1.3 They have worked continuously for the Company for at least 26 weeks ending with the 15<sup>th</sup> week before the baby is due; and

- 6.1.4 They remain in continuous employment with the Company until the week before the first week of Additional Paternity Leave; and
- 6.1.5 The child's mother has returned to work and has one or more of the following entitlements which have not yet been used up:
  - 6.1.5.1 Maternity leave;
  - 6.1.5.2 Statutory Maternity Pay; or
  - 6.1.5.3 Maternity Allowance.
- 6.2 Additional Paternity Leave can commence no earlier than 20 weeks after the date of the baby's birth and must be completed within 12 months of this date.
- 6.3 Additional Paternity Leave can start on any day of the week but must be taken in multiples of complete weeks and as one continuous period.
- 6.4 Only one Additional Paternity Leave period is available to the employee irrespective of whether more than one child is born as a result of the same pregnancy.

## **7. Procedure for applying for Additional Paternity Leave**

- 7.1 The employee must give written notice to Miss James of their intention to take Additional Paternity Leave not less than 8 weeks before the start date of the employee's chosen period of leave. The employee must supply the following information:
  - 7.1.1 A written leave notice specifying:
    - 7.1.1.1 The week the baby was due; and
    - 7.1.1.2 The baby's date of birth; and
    - 7.1.1.3 The start and end dates of the period of Additional Paternity Leave.
  - 7.1.2 An employee declaration signed by the employee, stating that:
    - 7.1.2.1 The purpose of the Additional Paternity Leave will be to care for the child; and
    - 7.1.2.2 The employee is the child's biological father or is the mother's husband or partner or civil partner; and
    - 7.1.2.3 The employee has or expects to have the main responsibility for the child's upbringing (apart from any responsibility of the mother).
  - 7.1.3 A written mother's declaration, signed by the mother, stating:
    - 7.1.3.1 The mother's name and address; and
    - 7.1.3.2 The date the mother intends to return to work; and
    - 7.1.3.3 The mother's National Insurance Number; and
    - 7.1.3.4 That the employee is the child's biological father or is the mother's husband or partner; and
    - 7.1.3.5 That the employee is to the mother's knowledge the only person exercising the entitlement to Additional Paternity Leave for this child; and
    - 7.1.3.6 That the mother consents to the Company processing the

information contained in the mother's declaration.

- 7.2 The Company may make a request within 28 days of receiving the employee's leave notice for the following:
  - 7.2.1 A copy of the child's birth certificate; and
  - 7.2.2 The name and address of the mother's employer; or
  - 7.2.3 The mother's business address if the mother is self-employed.
- 7.3 The employee must supply the documents specified in clause 7.2 within 28 days of receiving the request from the Company.
- 7.4 The employee can cancel or vary their leave request providing they inform the office manager in writing at least 6 weeks in advance.
- 7.5 If the employee cancels or varies their leave request less than 6 weeks before the leave is due to start, or when the leave has started, the Company may require the employee to take a period of leave or to remain on leave if it is not reasonably practicable to accommodate the change in the Company's arrangements.
- 7.6 The office manager will confirm the leave notice or cancellation or variation of the leave notice in writing within 28 days of receiving the notice.
- 7.7 Employees must inform the office manager in writing of the date they expect Additional Paternity Leave Payments to start at least 8 weeks in advance.
- 7.8 The office manager will, on receiving the above details, write to the employee to confirm the details that have been provided.
- 7.9 The employee does not have to give notice of their return to work unless they wish to return early, in which case they must give notice to the office manager.

## **8. Provision for Additional Paternity Leave in the event of the death of the mother**

- 8.1 If the mother dies before the child's first birthday, special terms apply for Additional Paternity Leave.
- 8.2 Provided that the employee has not used up their Additional Paternity Leave entitlement, they are entitled to take extended Additional Paternity Leave of up to 12 months.
- 8.3 Extended Additional Paternity Leave can be taken during any time from the date of the mother's death until the child's first birthday.
- 8.4 Additional Statutory Paternity Pay will be paid during the mother's Statutory Maternity Pay or Maternity Allowance period if the mother dies before the end of her Statutory Maternity Pay or Maternity Allowance period.
- 8.5 If the employee has already completed their Additional Paternity Leave period they may not request further Additional Paternity Leave if the mother dies. However, if the employee is already on Additional Paternity Leave, this leave period may be extended until the child's first birthday.
- 8.6 The qualification criteria for Additional Paternity Leave and Pay are the same as for those in normal conditions. If the mother had not returned to work before her death, then the employee may still be entitled to Additional Paternity Leave and Pay.

8.7 Notice Provisions for Additional Paternity Leave

8.7.1 The employee must inform the office manager of the death of the mother as soon as reasonably practical, and in any event on or before 8 weeks following the mother's death.

8.7.2 The employee must provide:

8.7.2.1A written leave notice specifying

8.0.1.a.1.a.1.a.1. The week the baby was due; and

8.0.1.a.1.a.1.a.2. The baby's date of birth; and

8.0.1.a.1.a.1.a.3. The start and end dates of the period of leave.

8.7.2.2An employee declaration signed by the employee, stating that:

8.7.2.2.1 The purpose of the Additional Paternity Leave will be to care for the child; and

8.7.2.2.2 The employee is the child's biological father or is the mother's husband or partner or civil partner; and

8.7.2.2.3 The employee has or expects to have the main responsibility for the child's upbringing.

8.7.2.2.4 The mother's name and last address; and

8.7.2.2.5 The date of the mother's death; and

8.7.2.2.6 The mother's National Insurance Number.

8.8 The Company may make a request within 28 days of receiving the employee's leave notice for the following:

8.8.1 A copy of the child's birth certificate; and

8.8.2 The name and address of the mother's employer; or

8.8.3 The mother's business address if the mother is self-employed.

8.9 The employee must supply any of the documents specified in clause 8.8 within 28 days of receiving the request from the Company.

8.10 The employee can cancel or vary their leave request providing they inform the office manager in writing at least 6 weeks before the start date of the leave period.

8.11 If the employee cancels or varies their leave request less than 6 weeks before the leave is due to start, or when the leave has started, the Company may require the employee to take a period of leave or to remain on leave if it is not reasonably practicable to accommodate the change in the Company's arrangements.

**Provisions covering Ordinary and Additional Paternity Leave**

**9. Ordinary and/or Additional Statutory Paternity Pay**

9.1 [Where the employee is eligible for Ordinary and/or Additional Paternity Leave they may also be eligible for Statutory Paternity Pay.

9.2 Ordinary Statutory Paternity Pay (OSPP) will be paid for up to 2 weeks for

Ordinary Paternity Leave as the employee has chosen and will be paid at the Prescribed Weekly Rate (*Please check HMRC website for current rate*) or 90% of the employee's average weekly earnings if they are less than the Prescribed Weekly Rate.

9.3 Additional Statutory Paternity Pay (ASPP) will be paid for the remainder of the mother's Statutory Maternity Pay or Maternity Allowance Period, up to 39 weeks from the child's birth. This will be paid at the Prescribed Weekly Rate (*Please check HMRC website for current rate*) or 90% of the employee's average weekly earnings if they are less than the Prescribed Weekly Rate.

9.4 Employees who receive average weekly earnings below the lower earnings limit for National Insurance will not qualify for Statutory Paternity Pay ("SPP"). Employees who do not qualify for SPP, or who are normally low paid may be able to get income support while on Ordinary and/or Additional Paternity Leave. Additional financial support may be available through Housing Benefit, Council Tax Benefit, Tax Credits or a Sure Start Maternity Grant. Further Information is available from your local Jobcentre Plus Office or Benefits Agency.]

OR

9.5 [The Company's Paternity Leave Pay goes beyond the statutory provision and provides full pay for up to 2 weeks absence for Ordinary Paternity Leave and up to 26 weeks absence for Additional Paternity Leave.]

## **10. Rights during Ordinary and/or Additional Paternity Leave period**

10.1 All employees have the following rights whilst absent on Ordinary and/or Additional Paternity Leave:

10.1.1 The employee's contract of employment subsists throughout their absence for Ordinary and/or Additional Paternity Leave and they will continue to benefit from their terms and conditions of employment, except for the right to remuneration.

10.1.2 Before the commencement of Ordinary and/or Additional Paternity Leave the employee will be informed of the arrangements for covering their work and for remaining in contact with the Company whilst they are on leave. As far as possible such arrangements will be finalised in consultation with the employee, who will be reasonably involved in decisions relating to the temporary reporting arrangements to cover their Paternity Leave.

10.1.3 All employees on Ordinary and/or Additional Paternity Leave will remain on circulation lists for internal memoranda and other documents and will be included in invitations to work-related social events as if they were still at work. Where appropriate, if the employee has executive/managerial/supervisory responsibilities we will try to ensure that the employee is given the opportunity for consultation about key decisions taken in their absence.

10.1.4 [As far as reasonably possible we will seek to defer key decisions until the employee's return from Ordinary and/or Additional Paternity Leave.]

10.1.5 The employee will be entitled to return to the same job on the same terms and conditions following Ordinary and/or Additional Paternity Leave.

10.1.6 The employee is only entitled to take 26 weeks' Additional Paternity Leave. If they take additional leave, including parental leave, they will be entitled to return to the same job on the same terms and conditions, unless it is not reasonably practical for the employee to return to their former post. In this case we will try to offer the employee a position that is both suitable and appropriate, on terms and conditions no less favourable than their previous job.

10.2 [Reasonable paid time off will be granted for attendance at antenatal classes.]

## 11. Post-Paternity Leave

11.1 On the employee's return to work from Ordinary and/or Additional Paternity Leave, they will be provided with the opportunity of indicating whether they wish to be considered for flexible working.

11.2 The opportunities for flexible working will depend on the needs of the business but we recognise that some working parents will be interested in reducing their working hours for a while after their return from Ordinary and/or Additional Paternity Leave. We will make reasonable efforts to accommodate requests for part-time working and other forms of flexible work arrangements, provided that the employee's duties can still be effectively carried out on such a basis.

11.3 [Where the demands of the post require full-time cover, for example because of its managerial content or because of a heavy workload, then it may still be possible for two suitably matched and qualified people to carry out the duties on a job-share basis. We will review all requests for flexible working in accordance with statutory guidance and requirements and consider whether arrangements can be made to accommodate them. Employees who change to working on a part-time or job-share basis will be offered appropriately adjusted contracts of employment containing their new terms and conditions. Their continuity of employment and all related rights will be preserved.]

11.4 [Employees who decide that they would prefer to postpone a return from Ordinary and/or Additional Paternity Leave for a long-term period may qualify for Parental Leave or request a career break of up to 1 year duration. Details of these schemes will be provided upon request.]

**This policy has been approved & authorised by:**

**Name:** Mr B.Mara

**Position:** Company Director

**Date:**

**Signature:**

# Safe Driving Policy

## **1 Aim of the Policy**

The Company has a duty to provide employees with a safe and healthy working environment, to manage and assess any risks to them, and ensure as far as is reasonably practical that employees do not place at risk or harm any members of the public through work related driving activities; and this policy has been created in order to help fulfil these obligations.

## **2 Objectives of the Policy**

- 2.1 To maintain all company owned and operated vehicles in a safe, clean and road-worthy condition to ensure the maximum safety of the driver, occupants, and other road users at all times.
- 2.2 To complete weekly checklists on vehicles operated by them.
- 2.3 To ensure that staff driving company vehicles (which includes hire vehicles) and private vehicles demonstrate safe driving and other good road safety habits at all times when driving.
- 2.4 To ensure that the Company and its employees comply with all of the obligations imposed on them by law.

## **3 Code of Conduct**

All employees must ensure, when driving on business, that they comply with all road traffic legislation, are conscious of road safety, conditions and other drivers, and apply defensive driving techniques at all times. The following non exhaustive list of actions will constitute gross misconduct and may result in summary dismissal:

- 3.1 Driving under the influence of drugs or alcohol;
- 3.2 Driving whilst disqualified, or not correctly licensed;
- 3.3 Reckless or dangerous driving causing death or injury;
- 3.4 Failing to stop after a crash;
- 3.5 Demerit points suspension;
- 3.6 Any actions which warrant suspension of a licence.

## **4 Employee's Responsibilities**

- 4.1 Drivers of company vehicles must:
  - 4.1.1 Ensure they hold a current driving licence for the class of vehicle they are driving;
  - 4.1.2 Immediately notify their supervisors or managers if their driving licence has been suspended or cancelled, or has had limitations or endorsement placed upon it;
  - 4.1.3 Be responsible and accountable for their actions when operating company vehicles;
  - 4.1.4 Display the highest level of professional conduct when driving motor vehicles;

- 4.1.5 Practice anticipatory and defensive driving techniques;
- 4.1.6 Drive within the legal speed limits and take into account road conditions;
- 4.1.7 Wear a seat belt at all times;
- 4.1.8 Not carry any unauthorised passengers when driving company vehicles, and under no circumstances may that pick up any hitchhiker;
- 4.1.9 Report vehicle defects to a supervisor or manager before the next vehicle use. In the event that a defect is suspected, staff should not risk attempting to drive the vehicle;
- 4.1.10 Have regular eyesight tests and ensure that any glasses or contact lenses required for driving are always worn;
- 4.1.11 Comply with all traffic legislation when driving a company vehicle;
- 4.1.12 Regularly check the oil, water, brake fluid and tyre pressure of company vehicles they regularly use, particularly before long journeys;
- 4.1.13 Ensure that the Vehicle Checklist provided with each Company vehicle is completed on a weekly basis;
- 4.1.14 Report any near hits, crashes and scrapes to their manager, including those which do not result in injury;
- 4.1.15 Follow the accident procedure outlined in this policy;
- 4.1.16 Ensure that they are familiar with, and heed the content of, "Driving for Work – Guidance for Employees", available from Vince Gale in the company handbook;
- 4.1.17 Read any updates that the Company may periodically issue on road safety matters. These will include information on good practice as well as forthcoming legal changes which affect those who drive for work.

4.2 In addition all drivers on Company business must:

- 4.2.1 Stop when tired;
- 4.2.2 Plan the journey, taking into consideration pre-journey work duties, the length of the trip and post-journey commitments;

4.3 Employees are also responsible for ensuring that they are physically fit to drive. Should this change, their line manager must be informed as soon as possible. Drivers should also remember that some prescription drugs can cause drowsiness and affect their ability to drive safely. In the event that medication is necessary, employees should check with their GP or pharmacist before driving, even for short distances. As research suggests that a journey time of more than four hours could carry a risk of Deep Vein Thrombosis (DVT), those who drive regularly for long distances should advise the Company of any family history of DVT, or if they have ever experienced blood clotting. Where this is the case, the Company will refer them to their GP in order to ensure that they are able to drive safely and without risk to their health and safety.

## **5 Employer's Responsibilities**

The employer will not require staff to drive under conditions which are unsafe and/or likely to create an unsafe environment, physical distress, fatigue, etc. The employer will do this by:

<b>Ensuring all vehicles are well maintained and that the equipment promotes driver, operator and passenger safety by:</b>	<b>Name of manager responsible</b>
carrying out a full service on all vehicles every six months or 10,000 miles, whichever is sooner, or according to manufacturers' recommendations	Mr Vince Gale
setting up procedures whereby the <b>employees</b> check the vehicle's oil, water, tyre pressure and general cleanliness on a monthly basis, and this is recorded	Miss Paula James
following the maintenance schedule in the vehicle's manual	Mr Vince Gale
checking drivers' driving licences and vehicles' MOT certificates and insurance on an annual basis.	Miss Paula James

<b>Collecting and collating statistics on incidents, crashes and their causes, including:</b>	<b>Name of manager responsible</b>
the number of crashes	Office manager
who was thought to be at fault	Office manager
probable causes of the crash, and other contributors such as unrealistic work schedules	Office manager
financial cost of all crashes	Office manager
number of prosecutions	Office manager
number of near hit events	Office manager
other costs, e.g. down time, ACC, temporary workers, lost productivity, etc.	Office manager

## **6 Mobile Phone use**

6.1 Mobile phones can cause distractions by:

- 6.1.1 causing drivers to take their hands off the wheel; and
- 6.1.2 encouraging drivers to concentrate on communication and not the road.

6.2 It is against the law for any driver to use a hand-held mobile phone while driving, which includes when the vehicle is stationary but with the engine still running (except where making a 999 call and it is unsafe to stop). Any contravention of this whilst driving on Company business may be treated as gross misconduct leading to summary dismissal.

6.3 It is within the law to make and receive calls where a legally compliant hands-free kit is properly installed. Even so the Company believes that the use of a hands-free kit remains a distraction whilst driving. Employees should take care to adhere to the following rules, even where a hands-free kit is installed:

- 6.3.1 Do not make any calls, dial numbers, text message, surf the internet, or take pictures whilst driving;
- 6.3.2 Pull over to the side of the road when it is safe and turn off the engine before making or answering a call.

## **7 Accident Procedure**

7.1 Immediately stop your vehicle at the scene or as close to it as possible, making sure you are not obstructing traffic.

7.2 Ensure your own safety first;

7.3 Help any injured people and call for assistance if needed;

7.4 Try to get the following information:

7.4.1 Details of the other vehicle(s) and registration number(s);

7.4.2 Name and address of the other vehicle owner(s) and driver(s);

7.4.3 Name and address of any witness(es);

7.4.4 Name of insurer(s).

7.5 Give the following information:

7.5.1 Your name and address and company details;

7.5.2 If you damage another vehicle that is unattended, leave a note on the vehicle with your contact details.

7.6 Contact the police:

7.6.1 If there are injuries;

7.6.2 If there is a disagreement over the cause of the crash;

7.6.3 If you damage property other than your own;

7.7 Follow-up

c) If there is an injury, or major damage, report the crash to your manager as soon as you can. Otherwise report the crash within 48 hours.

d)

## **8 Enforcement**

This policy applies to all staff when driving on company business and failure to comply with any element of it may constitute gross misconduct and lead to the summary dismissal of the employee in question.

## **9 Severe weather**

The Company recognises that severe weather particularly affects employees whose job involves driving and extra care must be taken when driving in severe weather conditions and more time must be allowed for journeys.

## **10 Policy review**

This policy will be reviewed after its first year, and every three years thereafter.

**This policy has been approved & authorised by:**

**Name:** Mr Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# Shortage of work and Redundancy Policy

Every attempt will be made to ensure employees' continuing employment in the event that the Company is faced with a shortage of work situation or is unable to provide employees with work for any other reason. However, this could include temporarily placing employees on short time working or laying them off from work; in these circumstances employees will be paid for those hours worked, or in accordance with the statutory guarantee pay provisions.

In the event that the need arises to reduce the number of employees the overriding consideration at all times will be the future viability of the business. The Company may use some or all of the following, as are deemed appropriate at the time of the redundancy, e.g. job performance, relative capabilities, length of continuous service, reliability, conduct, attendance record and suitability for the work which remains and any other factor which it considers relevant.

The Company will give such weight to each of the criteria as considered appropriate.

**This policy has been approved & authorised by:**

**Name:** Mr Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# Sickness and Absence Policy

## **AIM OF POLICY**

1. This policy is designed to assist the Company in effectively managing sickness related and other staff absence. The Company recognises the importance of ensuring that employees are supported through any periods of absence and their subsequent return to work. Through an effective Sickness and Absence Policy the Company will be better positioned to identify any potentially unsafe work practices, any issues affecting employee morale and any other underlying problems employees may be facing.

## **SICKNESS**

### **2. Notification of sickness:**

- 2.1 If an employee is unable to come to work for any reason, they must inform the Company by contacting Mr Vince Gale/Mr Mara at least one hour before the time they would normally be due to start work on the first day of absence.
- 2.2 Employees should speak to their manager personally i.e. calls on the employee's behalf from a friend/partner/parent and texting or emailing the manager will only be acceptable in exceptional circumstances.
- 2.3 The employee should indicate the reason for their absence, its likely duration and when the illness started.
- 2.3.1 In the event that the employee's absence continues for a number of days or weeks, they must maintain regular contact with the Company to keep the Company informed of the reasons for their ongoing absence and the date when they expect to be able to return to work. In such cases the employee should specify how the Company can contact them if necessary.

### **3 Certification of sickness:**

- 3.1.1 All periods of absence through sickness must be certified by [the Company's sickness self-certification form] OR [the statutory Form SC2]. The completed form should indicate actual days of sickness, even if they include days when the employee would not normally have worked (e.g. weekends and public holidays).
- 3.1.2 For sickness absences of up to 7 calendar days, the self-certification form should be completed by the employee upon their return to work and handed to the office manager.
- 3.1.3 For sickness absence of more than 7 calendar days, the employee must also provide a medical certificate [the statutory Form Med 3] also referred to as a 'fit note'. This will provide us with more information about your condition, and let us know whether your GP or medical provider considers that you are not 'fit for work', or 'may be fit for work taking account of the following advice'. Subsequent medical certificates must be produced as necessary to cover the total duration of the period of absence.

## **4 Long-Term and Persistent Absence**

- 4.1.1 The Company will treat as long-term absence any period of extensive absence due to serious or significant illness over a prolonged period. Persistent absence may consist of a series of unconnected short-term illnesses. Where the Company is of the opinion that a period of absence is long-term, it will inform the employee of such and:
- 4.1.1.1.1 require that the employee keep in regular contact with the Company, at such intervals as agreed between the Company and the employee; and
  - 4.1.1.1.2 ensure that the employee is kept informed as to any possible threat to their employment.
- 4.1.2 The Company will treat as persistent absence a series of unconnected short-term illnesses.
- 4.1.3 It may be necessary in incidences of long-term or persistent absence to treat the matter as an issue of capability or conduct. In such circumstances the Company will:
- 4.1.3.1.1 investigate the absence through "Return to Work Interviews" (where appropriate, pursuant to Clause 5) and the obtaining of medical reports in accordance with Sub-clauses 4.4 and 4.5 below;
  - 4.1.3.1.2 set time limits on the assessment of the employee and keep him or her informed of such;
  - 4.1.3.1.3 consider adjustments to the job in order to facilitate a return to work or to allow the employee to do their job more easily, for example the implementation of flexible working arrangements;
  - 4.1.3.1.4 consider whether the illness amounts to a disability. Where it is found to do so the employee shall fall under the scope of the Company's Equal Opportunities and Diversity Policy and the Company shall make such reasonable adjustments as are necessary; and
  - 4.1.3.1.5 keep the employee informed in all the circumstance of any threat to their employment.
- 4.1.4 Where the Company requires medical reports relating to an absence it will either:
- 4.1.4.1.1 obtain a report from the employee's doctor, subject to employee consent.

In either case the employee may refuse to attend or refuse to consent to the release of a medical report, or request that corrections are made. Employees are reminded however that any decision regarding their future which could result in dismissal will be taken on the basis of the information available to the Company.

- 4.1.5 The Company will hold all medical reports and related information obtained under Sub-clause 4.4 as private and confidential.
- 4.1.6 The Company stresses that dismissal will only ever be taken as a last resort. Where however the absence is found to be a matter of

misconduct, the employee will be subject to the Company's Disciplinary Procedure.

## **5 Return to Work Interviews**

The Company shall decide, after any absence due to sickness, whether the employee is required to attend a return to work interview with the management in order to:

- 5.1.1 ensure the employee's fitness to return to work;
- 5.1.2 agree any necessary actions required to facilitate the employee's return to work;
- 5.1.3 ensure the proper certificates have been completed/obtained in respect of the entire period of absence; and
- 5.1.4 discuss any problems that may exist.

## **SICK PAY**

### **6 Statutory Sick Pay ("SSP")**

- 6.1.1 In order to be eligible for SSP, employees must be ill for four days or longer (this can include weekends and bank holidays), and must be earning more than £102 per week (Lower Earnings Limit) From 6<sup>th</sup> April 2011.
- 6.1.2 Employees must use the [company's sickness self-certification form] OR [the statutory Form SC2] to provide the Company with details of their illness.
- 6.1.3 The present weekly SSP is £81.60
- 6.1.4 The Company will record all details of SSP payments made to employees [using Statutory Form SSP2] in conjunction with legal requirements.
- 6.1.5 Where the Company is not required to pay SSP or SSP comes to an end, the Company will provide the employee with Form SSP1 to support the employee's claim for Employment and Support Allowance.]
- 6.1.6 not exceed normal full basic pay.
- 6.1.7 The employee will forfeit entitlement to CSP if:
  - 6.1.7.1.1 They fail to comply with notification and certification requirements;
  - 6.1.7.1.2 They make or produce any misleading or untrue statement or document concerning their fitness to work;
  - 6.1.7.1.3 Their incapacity has been caused by participation in dangerous sports or activities.

## **OTHER ABSENCE**

### **7 Jury Service**

- 7.1.1 Any employee called for jury service should inform their manager as soon as possible.
- 7.1.2 Employees called for jury service will not be paid by the Company for

the period of their absence. Employees should instead claim all available allowances from the Court.

## **8 Public Duties**

8.1.1 The Company is legally obliged to permit any employee time off to complete their public duties including, but not limited to, magistrate or school governor duties. The employee should inform their manager of their duties, meetings or rotas as soon as possible in order to allow the Company time to plan for their absence.

Employees carrying out public duties will not receive pay for time off taken to complete their duties.

## **9 Emergency , Maternity, Paternity, Parental and Adoption Leave**

9.1.1 Emergency leave (time off for dependants), maternity, paternity, parental and adoption leave are all dealt with in their respective policy documents, available from the office manager.

9.1.2 If employees are uncertain about any other type of absence they must ask for advice from the office manager. Other types of absence may be covered by separate company policies and procedures and/or by statutory rights. Unauthorised absence is likely to be treated as a disciplinary offence.

## **10 Trade Union**

10.1.1 The Company is legally obliged to allow employees time off to carry out their trade union duties. Any time taken off will be paid unless the carrying out of such duties occurs outside working hours.

## **MONITORING**

The Company will monitor and record levels of absence and reasons for absence in order to help identify abuse of this policy, which places additional stress on colleagues. Further the Company will be better positioned to identify unsatisfactory work practices and to distinguish between different types of absence.

The Company will obtain consent from each employee, either in their Terms and Conditions of employment, or on a separate consent form to comply with the relevant Data Protection legislation.

**All information gathered through absence monitoring under this Policy will be held and treated in confidence.**

**This policy has been approved & authorised by:**

**Name:** Mr Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# Whistleblowing Policy

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

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

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

## **Disclosure Procedure**

Information which an employee reasonably believes tends to show one or more of the above should promptly be disclosed to their manager so that any appropriate action can be taken. If it is inappropriate to make such a disclosure to the manager, the employee should speak to Mr Mara or the office manager.

Employees will suffer no detriment of any sort for making such a disclosure in accordance with this procedure. However, failure to follow this procedure may result in the disclosure of information losing its 'protected status'. For further guidance in relation to this matter or concerning the use of the disclosure procedure generally, employees should speak in confidence to Mr Mara or the office manager.

## **This policy has been approved & authorised by:**

**Name:** Mr Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

# Protective Clothing and Equipment Policy

## Standards Required

The following regulations have specific requirements for the provision, maintenance and use of protective clothing and equipment:-

The Personal Protective Equipment at Work (PPE) Regulations 1992.

The Construction (Health Safety & Welfare) Regulations 1996 - Wet Weather Clothing.

The control of asbestos regulations 2006 - Provision of Protective Overalls, Respirators, Breathing Apparatus etc.

Control of Lead at Work Regulations 2002 - Provision of Protective Overalls, Respirators, Breathing Apparatus etc.

Other regulations may also apply and are referred to in other sections of this policy. All safety equipment purchased for use on Company sites will be in accordance with the appropriate British Standard.

## Planning Procedure

All work will be planned to take the above standards into account.

All employees are issued with a PPE bag which includes – Hi visibility waistcoat, safety glasses, mask, safety gloves, hard hat and ear defenders. Safety boots are purchased by the employee and the company will reimburse the first £30 with a valid receipt.

Before work starts, the General Manager will ensure that any **special** protective clothing, or equipment, required is available for use on site.

## Supervision

The General Manager will ensure that adequate supplies of all necessary protective clothing, or equipment, are available on site for issue, as required and that when issued to employees a record is kept.

The Site Manager will ensure that any Sub Contractors working for the company on a given day have been provided with any necessary protective clothing if it has been agreed prior to work commencing (normal procedure is for sub-contractors to provide their own PPE).

Any person on site observed carrying out any process which requires the use of protective clothing, or equipment, will be informed of statutory or Company Policy requirements and instructed not to continue working until protective clothing, or equipment is obtained. Should an employee not have their PPE bag with them they may be sent home from site without pay. If an employee has the PPE with them and is not wearing the necessary safety equipment the company will begin disciplinary procedures.

All supervisors on site are responsible for ensuring that PPE is worn at all times during work operations by themselves and others under their supervision. Should an operative be found not to be wearing the correct PPE and no warnings have been issued the supervisor on site will be subject to the disciplinary procedure.

Those persons issuing protective clothing, or equipment, will ensure that it is suitable for the specific process for which it is provided.

All Supervisory and Management Staff will set a good example by wearing safety helmets, protective footwear, etc. and will use all protective clothing and equipment where required.

**Safe System of Work**

All staff are required to wear suitable footwear while at work or visiting Company Sites.

All persons issued with protective clothing, or equipment, must immediately report to the Supervisor any loss or defect in the equipment and this will be replaced.

**This policy has been approved & authorised by:**

**Name:** Mr Barry Mara

**Position:** Company Director

**Date:**

**Signature:**

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