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ASG

Aston Services Group

Staff
Handbook

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1.0. Introduction

Welcome to Aston Services Group (ASG) which encompasses the delivery of both Security and Cleaning services across a wide range of customer locations and businesses. Aston Services Group also occasionally utilise a number of support services from specialist contractors who work side by side with us in providing superb delivery to our client base.

The main purpose of the company is to provide high quality facility services to our customers, whether it be installation, maintenance or landscaping, access control, cleaning or manned guarding services. We believe that success is achieved by building effective partnerships with our customers and employees and that it stems from our commitment to first-class service, flexibility, innovation and continuous improvement in everything we do.

In order to achieve this aim we rely on the commitment and effectiveness of our employees. It is therefore vital that you enjoy your work and that we work together as a team to achieve our goals. We pride ourselves on the success of our philosophy of attracting and retaining high calibre employees and on training and promoting from within wherever practical. If you have the ability and desire for career development, will do all we can to encourage and facilitate your continuous professional development.

We are committed to developing its position as a regional market leader within the industry. Included in our commitment is our ethos of providing a safe and healthy working environment for all our employees. As a minimum standard, this will be achieved by compliance with the Health and Safety at Work Act 1974 and the various associated regulations and Approved Codes of Practice legislation. To achieve our aims we rely upon the support and co-operation of all our employees. To achieve a consistent standard of excellence across our services we have adopted 'Solution 4C' which enables us to meet and exceed customer expectations and to achieve external recognition as the benchmark for service delivery. Solution 4C stands for:

- Consistency
- Continuity
- Customer Focus
- Continuous Improvement

You are required to maintain and uphold these standards of excellence and to ensure that the service we deliver to our customer's remains exceptional and differentiates us from our competitors.

This Employee Handbook has been designed to explain the procedures we adopt, your entitlements and what we expect from you, and what you can expect from us as your employer. The rules in this handbook form part of your contract of employment. Please ensure you understand them and apply them in your everyday work. If you have any questions please ask your Supervisor/Line Manager to explain and clarify any specific issues with you.

I wish you every success with our company and hope that your time with us will be enjoyable and rewarding.

Nick Atkinson
Managing Director

2.0. Equal opportunity policy

We aim to ensure:

- a) That no job applicant or employee receives less favourable treatment on the grounds of their race, nationality, ethnic origin, religion, religious or philosophical belief, sex, marital status, sexual orientation, disability, age, part-time status or trade union activities.
- b) That no applicant or employee is placed at any disadvantage on the above grounds that are not justifiable in law under the relevant legislation.

If you believe that you have been disadvantaged because of any of the above, please do not hesitate to report the matter to your Line Manager or a Director, so that the issue can be investigated and resolved.

If you have a disability for the purposes of the Equality Act 2010 please let your Line Manager know so that reasonable adjustments can be considered.

We do not and will not tolerate any discrimination and anyone found to be acting in such a way will face disciplinary action that could include dismissal. Everyone has a duty to report any such behaviour to a member of management. We actively promote non-discriminatory behaviour and do not tolerate any behaviour that could be considered unlawful or is covered by matters mentioned above.

3.0. Salaries and wages

3.1. Payment

You will be paid at the times and by the methods set out in your individual statement of terms and conditions. We reserve the right to vary the method of payment and will let you know about any change of this nature in writing.

You will receive a payslip detailing how the payment made to you has been calculated. It will also show the deductions that have been made and the reasons for them, for example, Tax, National Insurance, etc.

3.2. Overpayments / underpayments

If you have been inadvertently overpaid or underpaid for any reason you must let your Line Manager or the Payroll Assistant know straight away. The over or underpayment will normally be corrected at the next payment, unless a Director agrees an earlier payment. If it is later discovered that you were overpaid, we reserve the right to deduct the overpayment from your wage/salary. Arrangements can be made for a longer period of repayment in cases of hardship.

3.3. Salary / wage reviews

Salary/wage reviews will be held from time to time. This does not mean that you will automatically receive a pay increase. Performance levels and the profitability of the Company will be taken into account. Any changes in your salary/wages will be confirmed in writing and a record will be retained in your personnel file.

3.4. Expenses

We will reimburse all reasonable authorised expenses incurred by you on behalf of the Company once approved by your Line Manager. If you are entitled to reclaim fuel for business the details will be contained in your statement of terms and conditions of employment. You will need to supply a valid receipt to support all claims.

3.5. Overtime payments

You may be required to work an amount of overtime from time to time. Conditions of overtime payments (where applicable) will be stated in your individual terms and conditions of employment. Overtime should be authorised prior to working. Failure to follow this procedure may result in non-payment of hours worked.

3.6. Time sheets

If you are required to complete timesheets they must be completed and returned to your Line Manager by the time specified. Submitting false or inaccurate time sheets may lead to disciplinary action, not excluding dismissal for fraudulent submissions.

3.7. Clocking in/out

Employees required to register their working hours using clock cards must clock in on arrival and out whenever leaving the building. Anyone found to have tampered with any clock card may face disciplinary action. Under no circumstances should clock cards be removed from the premises. Clocking other employees in and out or the unauthorised alteration of a clock card may be classed as gross misconduct and lead to your dismissal without notice. Any authorised alteration of a clock card must be signed by your Manager.

This also applies to signing in/out of the On / Off Duty Book at customer locations and Head Office.

3.8. Check call procedures

We operate a system of check call procedures via our Communications Centre for employees who are lone workers on customer's sites. Details of the current check call procedures will be made available separately and, if you are required to follow these, you must do so for your safety and wellbeing. Failure to comply will result in disciplinary action.

3.9. Bonus schemes

If you are entitled to receive any bonus, details will be in your individual terms and conditions of employment. Any additional bonuses will be paid at the discretion of the Company. There is no contractual entitlement to any other bonus.

3.10. Pensions

After three months you will be automatically enrolled into the Company pension scheme. Full details will be given during your induction including the right to opt out.

If you have been automatically enrolled into the workplace pension scheme, you will receive a letter telling you:

- The date you were added to the pension scheme.
- The type of pension scheme and who runs it.
- How much we will contribute and how much you will have to pay in.
- How to leave the scheme, should you want to.
- How tax relief applies to you.

If you have any questions about pensions, please speak to Tom Bowskill, Payroll Manager, who will help you.

4.0. Holidays

4.1. Holiday

Our holiday year begins on 1st January and finishes on 31st December.

If you start or finish your employment during the year, holiday entitlement will be calculated as a ratio of the annual entitlement for each completed day of service during that holiday year (rounded up to the nearest half day).

4.2. Bank / public holidays

For office based employees, we recognise 8 Bank/Public Holidays each year. These are Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day, Boxing Day and New Year's Day. You may be required to work Bank/Public Holidays in order to meet the needs of the business. If you are required to work on a Bank/Public Holiday you will receive time off in lieu by way of compensation.

For employees involved in providing or managing cleaning and security services to our customers, you will be required to work a mixture of days, nights, weekends and Bank/Public Holidays to meet the needs of our business.

4.3. Religious holiday

Leave for religious festivals, except where those days fall on recognised Bank/Public holidays or non working days, must be taken from your annual holiday entitlement. We fully appreciate the diversity of religious beliefs amongst our employees and assure you that requests for leave at times of religious festivals relevant to you will be given careful consideration alongside the operational needs of the business.

4.4. Rules regarding annual leave

- a) Holiday Request Forms have to be completed by you and then signed by your Line Manager.
- b) All holidays should be authorised before bookings are made.
- c) We will do our utmost to ensure that your request is accommodated, but please be aware that the operational running of the Company must be maintained at all times.
- d) Site-based security employees and Communications Centre employees will not be able to take annual leave over the Christmas and New Year period. The site Security/Cleaning Managers will ensure that, as far as practical, all employees have fair and equitable treatment in dealing with holiday requests at all times.
- e) Staff will not normally be permitted to take holidays between mid-July and 1st September and between 22nd December and 3rd January because of the nature of our business. Authorisation for staff to take holidays during this time will only be authorised by a Director and in exceptional circumstances.
- f) Holidays will be agreed to on a first-come, first-served basis.
- g) You need to give a minimum of 28 days' notice for any holiday requested unless agreed otherwise by a Director.
- h) You may request up to two consecutive weeks' holiday at any one time, although longer periods will be considered in exceptional circumstances and agreed to at the discretion of the Company.
- i) You may be required to reserve a number of days holiday for shut down periods. We will issue details annually if this is the case.
- j) You may only take holidays as they are accrued during the first year of employment.
- k) It is a legal requirement under the Working Time Regulations that the statutory minimum holiday entitlement is taken each year. Holiday in excess of the statutory minimum that is not taken will be

lost and not paid in lieu other than in exceptional circumstances with the prior authorisation of a Director.

- l) Where your rate of pay varies or where there are no fixed contractual hours of work (normal working hours), the rate will be calculated as an average of the pay received in the 12 weeks leading up to the period of holiday requested.
- m) Should your employment come to an end before any accrued holiday is taken, you will be paid the balance of holiday pay due.
- n) Should you fall sick prior or during pre-booked annual holidays you will be required to obtain a Fit to Work note from your GP to cover this period. Providing you have provided a fit to work note you will be paid SSP.
- o) If you are absent on sick leave for more than one month continuously, you may cease to accrue your contractual holiday entitlement until you return to work. This does not affect your current statutory entitlement.
- p) You will accrue holiday entitlement during ordinary maternity leave, additional maternity leave; paternity leave and adoption leave periods at your normal rate.
- q) Payment made for holiday in excess of your entitlement will be recovered from your final pay or any monies owed to you, where appropriate. This is an express term of your contract of employment (Section 13-16 of the Employment Rights Act 1996).
- r) When you are working under notice, we reserve the right to require you to take any remaining holiday entitlement during this period.

4.5 Holiday Pay on Termination

On termination of employment, you will receive a payment representing holiday accrued but as yet untaken. If you have taken more than your holiday entitlement when you leave, a sum representing the amount of additional holiday will be deducted from your final salary.

4.6 Holidays during Absence

If you wish to take holiday whilst absent (in receipt of Company Sick Pay or SSP), you should book leave and have it authorised in the usual way. Sick Pay will not be paid in respect of any period that is taken as holiday.

The normal restrictions on carrying over holiday entitlement will apply. As such, any holiday accrued but not taken by the end of the holiday year will be lost. The exception to this is if you have not had the opportunity to take your minimum statutory holiday entitlement due to being absent for the whole or part of the holiday year. If this is the case, please speak to your Line Manager in the first instance.

5.0. Absence and lateness

5.1. Time off

If you wish to take time off, for whatever reason, you need to get the permission of your Line Manager. Where possible, you should arrange routine medical, dental and other personal appointments outside the core working hours of 8.30 am to 5.30 pm. Where this is not possible and an appointment is made during the core hours, you may be required to take a half day's holiday to cover your period of absence or to take the time as unpaid absence.

This will not apply to emergency treatment visits which should normally be authorised by your Line Manager prior to you attending. If you are required to attend hospital for treatment booked in advance you should notify your Line Manager and provide a copy of the booking letter at the earliest opportunity.

We are not obliged to pay you for time spent away from work on private appointments except in the case of antenatal visits for pregnant employees.

5.2. Absence

If you are unable to get to work when expected to be present, for whatever reason, you should:

- a) Let us know before 8.30 am (Indirect employees) or at least 4 hours before your shift starting time (Direct employees), on every day of absence, unless you are covered for a longer period by a doctor's medical certificate.
- b) Indirect employees should speak to their Line Supervisor/Manager or someone in the office in person, and direct employees should contact the Communications Centre. If unavailable, record the time and name of the person to whom you reported your absence.
- c) Do not send a text message as this is not an acceptable form of absence notification.
- d) You must leave contact details so that we can get in touch with you.
- e) It is your responsibility to keep us informed of your continuing absence. You must contact the relevant person on the day that each sick note expires (whether or not you expect to return to work) and inform them of your intentions.
- f) On your return to work you may be required to complete a Return to Work Questionnaire detailing the reason for your absence. Completed questionnaires should be handed to your Line Manager.
- g) You may be required to attend a Return to Work interview to review your absence. Additionally, under some circumstances such as a long-term illness, a risk assessment may also be carried out.

It is very important that you follow this procedure. If you do not, disciplinary action may be taken.

If you fail to contact the Company without good reason your absence will be classed as unauthorised absence. Unauthorised absence will lead to disciplinary action and, if circumstances warrant it, result in your dismissal without notice for gross misconduct.

5.3. Lateness

You should ensure that you arrive at your place of work sufficiently early to be ready to commence work at your official start time. If you are unable to get to work on time you must contact the Communications Centre and inform the person on duty of your expected time of arrival. If you fail to do this and turn up late, or turn up late on a frequent basis, you may face disciplinary action. You may be required to make up some or all of the time lost due to lateness or have money deducted for the time lost.

5.4. Absence levels

We will continually monitor absence levels and high levels of absence may lead to disciplinary action and warnings. Please be assured that each case will be assessed on its merits and within the disciplinary procedures. In order to investigate absence from work we believe it is important to make home visits to you from time to time as considered necessary and we reserve the right to do this.

5.5. Sickness absence and statutory sick pay (SSP)

During authorised absence due to sickness you are only entitled to SSP, provided you earn more than the minimum criteria set out in the SSP regulations. Any payment made to you in the event of your absence due to sickness or injury in excess of any entitlement you may have to SSP is entirely at the discretion of the Company.

- a) Waiting days - before payments of SSP are made to you there is a period of 3 waiting days. This will start from the first day that you should have been available for work.
- b) SSP - if you are sick for a period of 4 or more days, we may pay you SSP if you are eligible. SSP is treated the same as wages and is subject to Income Tax deductions and National Insurance contributions.
- c) Self-certification - On your return to work after a period of sickness of less than 7 days, you must complete the self-certification documentation and hand it to your Line Manager.
- d) Doctor's medical certificate - if you are sick and your absence has been, or you think will be longer than 7 calendar days, you must obtain a doctor's medical certificate and submit it to your Line Manager. If your sickness runs over 7 days you must notify your Line Manager once a week and supply us with a doctor's medical certificate to cover your absence. It is important that you comply with these procedures or else your SSP may be delayed or not paid at all.

Payments may be withheld if we believe there is reason to doubt the validity of a claim for sick pay. Please be aware that if you fail to follow the above requirements, disciplinary action may be taken. We reserve the right to order an independent medical examination where considered necessary. Unauthorised absences or false reporting of sickness are serious disciplinary matters.

If you are taking medication you must tell your doctor the nature of your work or inform your Line Manager. Some medication causes drowsiness, which can be dangerous in certain circumstances.

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

5.6. Additional sick pay

If you are entitled to additional sick pay, details will be contained in your statement of terms and conditions of employment.

Any other payment made to you in the event of your absence due to sickness of injury in excess of any entitlement you may have to SSP is entirely at the discretion of the Company.

5.7. Medical information

If we are concerned about your absence record, we may call for you to have a medical examination by your GP, a doctor of the Company's choice or for a report from your GP based on medical history. If you do not agree to this, we will have to make a decision about your continued employment based on the information available.

5.8. Sickness absence and other work

If you are absent from work due to sickness or injury, you must tell us before you carry out any form of paid alternative or additional employment, self-employment or voluntary work. A breach of this rule may lead to disciplinary action and result in your dismissal without notice for gross misconduct.

5.9 Elective Surgery

If you require emergency surgery as a result of a health condition, your period of time for recovery will be granted and the Company Sick Pay policy applies. Elective surgery is a non-essential surgical procedure that the employee has chosen to undergo for personal reasons, such as cosmetic surgery. Whether or not a procedure is deemed elective or essential will need to be discussed with your Line Manager to determine the reason for the leave and whether or not the absence policy applies, in reference to pay and time off. When this has been determined, the employee and Line Manager should agree an appropriate explanation for the reason for absence to their own team. Each case will be dealt with based on the individual circumstances.

If you are uncomfortable discussing a potential procedure with your Line Manager, please contact a Director or, alternatively, another member of the management team.

5.10 Statement of Fitness to Work (Fit Note)

Where a Fit Note indicates that you may be partially fit for work, the doctor may have suggested ways of helping you get back to work; your Line Manager will discuss this with you. If you return to reduced hours, your pay would reflect this. If we aren't able to make any adaptations or adjustments to help you return to work, your Line Manager will explain the reasons to you and will set a date for review. You may then use the doctor's certificate as if the doctor had advised 'not fit for work'.

5.11 Return to work and absence meetings

When you return to work following any period of absence, your Line Manager will usually conduct a return-to-work interview. We want to establish: the reason for and because of your absence; that you are in fact fit to return to work; any medication that you may be taking; and whether we can do anything to assist you. Our disciplinary procedures will be used if an explanation for absence is not forthcoming or is not thought to be satisfactory.

Where your Line Manager is concerned about the level or pattern of absence, they may conduct an informal meeting with you, and/or monitor your attendance and/or deal with the situation under our disciplinary procedure.

5.12 Long term absence or absences

In cases of long-term absence, we will normally keep in regular contact with you via your Line Manager, in order to keep up to date with your state of health and when you might be expected to return. The frequency of such contact will vary according to the particular circumstances and may, for example, be weekly, fortnightly or monthly.

We may seek to understand your medical condition by obtaining a medical report. We will then meet with you to discuss the content and any recommendations made, and your own view on the situation.

5.13 Termination of Employment

Whilst the Company will endeavour to support employees throughout periods of prolonged sickness, a heavy burden is thrown onto colleagues and the Company is unable to plan work effectively. It may therefore be necessary to terminate employment so that a replacement may be recruited.

5.14 Statutory Parental Bereavement Leave and Pay

If, sadly, you lose a child under 18 and were the legal parents or had primary caring responsibilities, you are entitled to two weeks bereavement leave. This also applies if you are a parent who has suffered a still birth after 24 weeks. You will be paid Statutory Parental Bereavement Pay if you have been continuously employed for 26 weeks up until the week preceding the death and meet the qualifying criteria for National Insurance limits.

Leave must be taken in a block of two weeks, or two single weeks, and must be taken within 56 weeks from the date of the child's death. Notice in the first seven weeks after the death can be given before you are due to start on the first day. From the eighth week up until 56 weeks, the notice required is one week. You can cancel or change leave using the notice periods above.

5.15 Falsifying Claims

In the event of an employee taking time off fraudulently under any of the above sickness and absence policies, we will investigate, and disciplinary action may be taken.

5.16 Absence Management policy

Persistent Short-Term Absence:

Whilst the Company would not advocate any Employee attending work when not fit to do so, repeated or persistent short-term absences will warrant further investigation. The Company will monitor staff absence patterns and if one of the following absence patterns is triggered the employee will be invited to attend a formal meeting. Employees have the right to be accompanied by an Aston Services Group work colleague on such meetings.

The triggers and warnings are in line with the Bradford Factor;

- 51 points – verbal warning.
- 201 points – written warning
- 401 points – final warning
- 601 points – dismissal

To calculate the points you should follow: $B = S \times S \times D$

Bradford factor score is number of sick spells x number of sick spells x total days off (in a rolling 12 month period).

All absences related to pregnancy or a disability may have the trigger points amended.

It is expected that an Employee should keep the Company informed of the status of their absence, especially if a substantial and material change has occurred. Specifically the Employee should be available for contact and

foreign travel is specifically excluded during periods of sickness absence unless explicitly directed to by the Employee's General Practitioner.

An Employee should keep in touch with their Line Manager on a weekly basis with a telephone status report.

Dismissal

The Employee will have the right of Appeal against the decision. The Employee should write to a Director within 5 working days to exercise their right to appeal. The Appeal will be heard by a more Senior Manager.

Upon termination the Employee will be entitled to:

❖ **Contractual Notice**

An Employee is entitled to payment of full pay for the duration of their contractual/statutory notice period.

❖ **Holiday Pay**

An Employee whose employment is terminated on the grounds of ill-health will be entitled to payment in lieu for their untaken holiday entitlement under the Working Time Regulations

Other Information:

- i)* If an Employee is sick on a public holiday, they will not be entitled to take time off in lieu at a later date.
- ii)* An Employee may be suspended on medical grounds where the Management Team, Health & Safety or the Employee's Line Manager/supervisor has concerns about an Employee's fitness for work e.g. where it is believed that an Employee may be placing themselves, colleagues, clients or others in danger. Supervisors must report staff absence to HR. This will ensure that the employee's absence is noted and managed in accordance with company policy and the employee is paid correctly.
- iii)* Employees who are taken ill at work should immediately advise their Line Manager/supervisor or the Management Team. An Employee who is not fit to work should not attempt to continue working without advice as to the most appropriate course of action from their Line Manager. In such cases the Line Manager should contact HR at their first opportunity by telephone.

6.0. Work and families

6.1. Maternity leave

If you are pregnant or using a surrogate, by the 15th week before the baby is due, you need to provide the following information to us (preferably in writing):

- Your expected week of childbirth.
- The date on which you intend to start your maternity leave. You can start your maternity leave anytime from 11 weeks before the baby is due. You can change this date, but you must give us 28 days' notice of the change.

If you are adopting, you need to provide the following information to us (in writing):

- Notification of the match with the child, which is provided by the adoption agency. This must be provided no later than seven days after the date you received notification.
- The date you were notified of having been matched with the child, the date the child is expected to be placed with you for adoption and when you want your adoption leave to start. Adoption leave can start on the day the child is placed with you for adoption or on a date that is up to 14 days before the expected date of placement. You can change this date, but you must give us 28 days' notice of the change.

If you are adopting, to qualify for the right to take adoption leave, you must be adopting a child through an approved UK adoption agency. Surrogacy parents may be entitled to adoption leave if they fulfil eligibility requirements. If you are jointly adopting a child with your spouse, partner or civil partner, only one of you will be entitled to take adoption leave.

All employees are entitled to 52 weeks maternity leave and this is made up of 26 weeks ordinary leave and 26 weeks additional leave. The first two weeks after the birth are compulsory. Or for adoption leave, assuming you are eligible, you may take up to 26 weeks ordinary adoption leave and up to 26 weeks additional adoption leave, making a total of 52 weeks.

Throughout the maternity and adoption leave you are entitled to all your non-pay related contractual benefits.

If you are not planning to take all your maternity or adoption leave, you must let us know when you will return. You can change your mind but must give us eight weeks' notice of a change.

If you decide not to return to work, you are required by law to give the correct notice if you are resigning. However, giving longer is helpful. You are still entitled to statutory maternity pay or adoption pay even if you are not returning to work.

We reserve the right in any event to maintain reasonable contact with you from time to time during your leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work, or simply to update you on developments at work during your absence.

You are encouraged to take any outstanding annual leave due to you before the commencement of your leave.

If you are pregnant, we need you to provide us with your MATB1 Maternity Certificate which your midwife will give you when you are about 25 weeks pregnant.

Adoptive parents must give us the matching certificate or notification that one is being issued within seven days of having been matched with a child or as soon as is practicable.

For any other further information about maternity or adoption leave, please speak to your Line Manager.

6.2 Health and Safety

We have a duty to assess any risks that may affect you at work during your pregnancy. We will provide you with information as to any risks identified in any risk assessment and look at ways in which we can minimise the risk.

6.3 IVF

You will be entitled to paid time off for antenatal care only after the fertilised embryo has been implanted. From that point onwards, all entitlements are the same.

6.4 Antenatal Care

Pregnant employees will be entitled to paid time off to receive antenatal care, provided such care is on the advice of a doctor, midwife or health visitor. Where such appointments can be arranged to take place outside working hours, you should do so. Copies of all appointment times should be given to your Line Manager. If you are adopting, then the main adopter will be allowed up to five paid adoption appointments.

Prospective fathers to be and partners of pregnant women, as well as surrogacy parents and the secondary adopter, will be allowed unpaid time off to attend two antenatal appointments.

6.5 Pay & Benefits during Maternity Leave

To receive Statutory Maternity Pay (SMP) you must have been:

- Earning before tax an average that is no less than the lower earnings limit, which applies to National Insurance (NI). This is the amount you must earn to qualify for benefits. You must earn more than this amount before you actually start paying NI.
- Employed by the same employer continuously for at least 26 weeks up to and into the 15th week before the week your baby is due.

The earliest date that SMP can start is from the 11th week before the week your baby is due and the latest from the day following the birth.

If you continue to work after the 11th week before the week your baby is due, you can choose when you want your SMP to start. SMP will start from any day you choose, once you have stopped work to have your baby. This means that your SMP should start from the first day of your maternity leave.

The start of your SMP will change if:

- Your baby is born before the start of the 11th week, or before the start of your SMP period. If this happens, SMP will start from the day following the birth of your baby.
- You are off sick from work with a pregnancy-related illness at the start of, or in the four weeks before, your baby is due. SMP will start from the day following the first complete day you are off sick from work for that reason.

If you are entitled to SMP and you leave your employment with us:

- After the start of the 15th week before your baby is due, but before the start of the 11th week, SMP will start from the beginning of the 11th week before the week your baby is due.
- At any time after the start of the 11th week before the week your baby is due and before the start of your maternity pay period, your SMP will start from the day after you left employment.

6.6 Maternity Allowance

If you are not eligible for Statutory Maternity Pay, you may be entitled to Maternity Allowance (MA). To claim Maternity Allowance, ask your local Jobcentre Plus for form MA1.

6.7 Pension

Pension contributions will continue to be made during the period when you are receiving SMP and SAP, but not during any period of unpaid additional maternity or adoption leave. Your contributions will be based on your actual pay, whilst the Company's contributions will be based on the salary you would have received had you not gone on maternity leave.

6.8 Keeping in Touch Days

Whilst you are on leave, we will try to keep you up to date with all that is happening here. This may be to let you know about any changes, to invite you to attend a particular event or to offer a training opportunity. You have the right to refuse to attend.

If we offer and you wish to accept, you can work up to 10 days during your leave without this affecting your statutory pay.

6.9 Returning to Work

Whilst you are under no obligation to do so, it would assist us if you could confirm as soon as convenient during your leave that you will be returning to work as expected.

If you plan to return to work before the end of your additional leave, you must give us eight weeks' notice. If you come back to work after the ordinary leave, you may return to the same job with the same terms and conditions as you had before your leave. If you return after additional leave, you are entitled to return to the same job on the same terms and conditions. However, if for a good reason we cannot provide this, we will find a position which is at the same level and with terms and conditions at least as good as your previous role.

If you are planning to breastfeed when you return to work, please let us know so that we can carry out a risk assessment and provide suitable rest facilities for you.

6.10 Paternity leave

To qualify for the right to take paternity leave, you must meet each of the following eligibility criteria:

- You have, or expect to have, responsibility for the upbringing of the child.
- You are either the biological father of the child; or you are married to, are the civil partner or the cohabiting partner of the child's mother; or you are married to, are the civil partner or the cohabiting partner of the child's adopter; or you are one of a couple jointly adopting a child.
- You are taking the leave to care for the child or to support the child's mother or adopter.

- You have worked continuously for the Company for 26 weeks calculated as at the 15th week before the expected week of childbirth, or, in respect of an adopted child, calculated as at the week in which the child's adopter is notified of having been matched with the child.

A cohabiting partner is a person, whether of a different sex or the same sex, who lives with the mother or adopter and the child in an enduring family relationship but is not an immediate relative of the mother or adopter.

If you wish to take paternity leave and are eligible, you are entitled to two weeks from the birth or adoption of a child. You are entitled to take either one week or two consecutive weeks of paternity leave. It cannot be taken as odd days.

You are required to inform the Company of your intention to take paternity leave by the end of the 15th week before the expected week of childbirth; or in the case of an adopted child, no later than seven days after the date on which notification of the match with the child was given by the adoption agency, unless this is not reasonably practicable. You are required to provide the following information in writing to the Company:

- The date the child is expected to be born or adopted.
- Whether you wish to take one- or two-weeks' paternity leave.
- When you want your paternity leave to start.

In the case of an adopted child, your notice should also specify the date on which the adopter was notified of having been matched with the child.

Paternity leave can start on any day of the week on or following the child's birth or placement for adoption. But it must be completed either within 56 days of the actual date of childbirth or adoption or, if the child is born early, within the period from the actual date of childbirth up to 56 days after the first day of the expected week of childbirth.

In the case of multiple births from the same pregnancy, only one period of paternity leave is available.

On resuming work after paternity leave, you are entitled to return to the same job on the same terms and conditions of employment as if you had not been absent.

6.11 Statutory Paternity Pay (SPP)

During the period of paternity leave you will receive Statutory Paternity Pay (SPP) if you are eligible to receive it. You are eligible if:

- You have been continuously employed by your employer for at least 26 weeks up to any day in the 'qualifying week'.
- Earn the statutory minimum.

Your contract of employment continues in force, and you are entitled to receive all your contractual benefits, except for salary.

6.12 Compassionate leave

We will allow you to take time off at the death of immediate family (those being your husband, wife, partner, parents or children). You may take up to two days of the time with basic pay and any further time as holiday or

unpaid leave. You may take up to one day of the time with basic pay in respect of the death of a sister-in-law, brother-in-law, grandparent or spouse's grandparent or grandchild. Any other paid compassionate leave will be at the discretion of the Company. Requests for compassionate leave under other circumstances will be considered on an individual basis and where possible accommodated.

6.13 Dependant leave

You are entitled to take time off in order to deal with an emergency involving someone who depends on you.

- a) A dependant could be a husband, wife, partner, child, parent or someone living with you as part of your family or who relies solely on you for help in an emergency.
- b) An emergency could be due to illness, an accident or assault, an unexpected breakdown or disruption in care, arranging long term care, going into labour, or to make funeral arrangements if a dependant dies.
- c) The time taken off will depend on how long it takes to deal with the emergency; the time should only be to sort out the emergency, not for example to care for them.
- d) There is no legal requirement to receive any paid emergency leave. Any payments made will be at the discretion of the Company.
- e) You should inform the Company as soon as possible of the emergency and the expected time it will take to deal with it.

6.14 Parental leave

We recognise our statutory responsibilities under the Dependant and Parental Leave Regulations, details of which are available from your Line Manager. All parental leave must be booked in advance therefore you should always seek the permission of your Line Manager before taking time off for parental leave. Parental leave is currently unpaid.

6.15 Adoption leave

Paid adoption leave is available for a child approved by a UK agency. However, some details may vary for parents adopting outside the UK.

To receive Statutory Adoption Pay (SAP) you must:

- Be the child's adopter.
- Earn before tax an average that is no less than the lower earnings limit which applies to National Insurance (NI). This is the amount you must earn to qualify for benefits. You must earn more than this amount before you start paying NI.
- Be employed for a continuous period of at least 26 weeks ending before the placement of the child.
- Have received the official matching certificate or notification that it is being issued.

SMP and SAP is paid for a continuous period of up to 39 weeks:

- First six weeks – 90% of your average weekly earnings with no upper limit.
- Remaining 33 weeks – standard rate or a rate equal to 90% of your average weekly earnings, whichever is lower.

6.16 Flexible Working Policy

Employees who have more than 26 weeks' continuous service have the right to make a formal flexible working request.

Eligible employees can request:

- A change in hours i.e. working less than normal hours and or fewer days
- A change to the times when they are required to work
- A change to the place of work i.e. to work from home
- A different pattern of work
- Job sharing.

To make an application you must submit a written request setting out the change to the working conditions you want, when this change would be effective from, and how you believe it could work. An accepted application will mean a permanent change to your contract of employment.

Your Line Manager will hold a meeting with you and complete the process including any appeal within three months of your request unless you both agree to extend this period. You are entitled to be accompanied at the meeting by a work colleague.

At this meeting a practical business assessment of how the proposed arrangement can work will be undertaken. The changes you have proposed, the effect of the proposed changes and any possible alternative work patterns that might suit both parties will be discussed.

The Company will properly consider the request and will make a practical business assessment on whether, and if so how, the flexible working request could be accommodated.

Following the meeting and consideration, your Manager will write to you to either:

- Accepting the request, setting out any action on which agreement is dependent and establishing a start date or
- Rejecting the request and explaining the business reasons surrounding this and setting out the appeals procedures.

If your request is accepted, you will receive either a new contract of employment or a contract amendment detailing the new working pattern.

If the request is refused it will be for a business reason for example:

- The burden of additional costs
- Detrimental effect on ability to meet customer demand
- Inability to reorganise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality and/or performance
- Lack of work during the period when the employee proposes to work
- Planned structural or workforce changes.

Following any refusal, you may appeal in writing against the decision setting out the reasons for the appeal. Your appeal letter should be sent within five working days to a Director of the Company.

Should you appeal you will be invited to an appeal hearing. At the appeal meeting you will have the right to be accompanied by a work colleague.

Following the appeal meeting an outcome will be given in writing.

Each request for flexible working will be dealt with individually, taking into account the likely effects the changes will have on the Company, the work of the department in which the employee making the request is employed and the employee's colleagues. This means that if the Company agrees to one employee's request,

this does not set a precedent or create a right for another employee to be granted the same or a similar change to their work pattern.

Repeated Requests

Further to submitting your request, regardless of whether your request was agreed or refused, you must wait for 12 months before making a new request.

6.17 Shared Parental Leave

This Policy applies to a parent wishing to share traditional Maternity or Adoption Leave. Unpaid Parental Leave remains, as does the right to take 52 weeks' Maternity or Adoption Leave. Surrogacy parents may be able to take Shared Parental Leave if they fulfil the eligibility requirements.

To take advantage of this provision the mother must commit, in writing, to ending their Maternity/Adoption Leave and Pay at a set date, and to share the untaken balance of Leave and Pay as Shared Parental Leave and Pay with their partner. Or to return to work early from Maternity or Adoption Leave and opt in to Shared Parental Leave and Pay at a later date.

The timescales and process to plan Shared Parental Leave is quite complex, so please speak to your Line Manager if you have any queries or wish to discuss possible arrangements. Good communication during the planning is the key to finding a workable plan for both employee and the Company.

To help understand this Policy we have listed the meaning of the following terms:

Mother: the woman who gives birth to a child, or the adopter.

Adopter: is the male or female who is eligible for Adoption Leave and or Pay.

Partner: the child's biological father or the partner of the mother/adopter. This may be a spouse, civil partner or a partner who is in an enduring relationship with the mother and the child.

SPL: Shared Parental Leave.

ShPP: Statutory Parental Pay.

Continuous Leave: a period time of leave that is taken in one block for example four weeks' leave.

Discontinuous Leave: a period of leave that is arranged around weeks where the employee will return to work. For example, an arrangement where an employee will work every other week for a period of three months.

SPLIT day: Shared Parental Leave in touch day.

Match: when an adopter is approved to adopt a named child or children.

Curtail: where an eligible mother brings their Maternity/Adoption Leave and, if appropriate, Pay or Allowance entitlement to an end early.

This Policy applies to employees whether they are the mother or the partner. If it is the mother who is employed by the Company, a partner must follow his/her own employer's Policy if he/she wishes to take a period of SPL. If it is the partner who is employed by us, then their partner must follow their own Company Policy.

Good communication is essential with both employers to ensure requests are dealt with properly.

Are you eligible?

There are some criteria which must be met for this Policy to apply. The mother is eligible for SPL if they:

- Have at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or matching date of the child, and remains in continuous employment with the organisation until the week before any period of SPL that is taken
- Have, at the date of the child's birth or placement, the main responsibility, apart from the partner, for the care of the child
- Are entitled to Statutory Maternity/Adoption Leave in respect of the child
- Comply with the relevant Leave curtailment requirements (or have returned to work before the end of Statutory Maternity/Adoption Leave), and SPL notice and evidence requirements.

In addition, for the mother to be eligible for SPL, the partner must:

- Have been employed, been a worker or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth
- Have average weekly earnings meeting the lower earnings test for any 13 of those 66 weeks
- Have, at the date of the child's birth or placement, the main responsibility, apart from the mother, for the care of the child.

Partner's eligibility for Shared Parental Leave

The partner is eligible for SPL if he/she:

- Has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or placement of the child and remains in continuous employment with the organisation until the week before any period of SPL that he/she takes
- Has, at the date of the child's birth or placement, the main responsibility, apart from the mother, for the care of the child
- Complies with the relevant Shared Parental/Adoption Leave notice and evidence requirements.

In addition, for the partner to be eligible for SPL, the mother must:

- Have been employed, been a worker or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth or placement of the child
- Have average weekly earnings meeting the lower earnings test for any 13 of those 66 weeks; and
- Have, at the date of the child's birth or placement, the main responsibility, apart from the partner, for the care of the child
- Comply with the relevant Leave or Pay curtailment requirements (or have returned to work before the end of Statutory Maternity/Adoption Leave).

How to calculate the amount of Leave available

The amount of SPL to which an individual is entitled will depend on when the mother brings her Maternity/Adoption Leave period to an end and the amount of Leave that the other parent takes in respect of the child.

SPL may only be taken in complete weeks but may start on any day of the week. An eligible employee can request to take SPL in one continuous block in which case the Company is required to accept the request as long as the correct notification has been given. Alternatively, she/he may request to take the Leave as a number of discontinuous blocks, with breaks between the Leave where the employee returns to work. In requests of continuous blocks, the Company must agree to these. A maximum of three requests for Leave or amendments to Leave booked can be made by each parent.

The first two weeks following birth are the compulsory Maternity Leave period and may only be taken by the mother. This means that the mother cannot curtail her Maternity Leave to take SPL until two weeks after the birth and the absolute maximum period that the parents could take as SPL is 50 weeks between them. In most

cases, mothers commence their Maternity Leave before their expected due date and so any time taken before the birth is also deducted from the available 50 weeks.

The mother's partner can begin a period of SPL at any time from the date of the child's birth or placement. However, he/she would lose their entitlement to the two weeks' paid Paternity Leave if this has not been taken before the start of any SPL.

Notice requirements for Shared Parental Leave

To take advantage of SPL it is important that the following notifications are given in the correct timeframe. An employee may only make three Leave notice requests or variations of Leave notices during a period of SPL. A notice for discontinuous Leave that has been withdrawn before it is agreed does not count towards the total number of requests for Leave that an employee can make.

If the mother wishes to take SPL, a curtailment notice must be provided stating the date the Maternity/Adoption Leave is to end.

That date must be:

- After the compulsory Maternity Leave period, which is the two weeks after birth
- At least eight weeks after the date on which the mother gave the Maternity/Adoption Leave curtailment notice to her employer
- At least one week before what would be the end of the Additional Maternity/Adoption Leave period.

Information required in any Shared Parental Leave notice of entitlement

With the curtailment notice the employee must also provide the Company with the following details:

- The names of the mother and partner
- The start and end date of any Statutory Maternity or Adoption Leave
- The total amount of SPL available
- The child's expected week of birth, actual birth date or date of placement
- How much SPL the mother and partner each intend to take
- An indication as to when they intend to take the Leave, although this will not be binding.

A signed declaration to confirm that:

- They will be taking the Leave to care for the child
- The mother has given notice to end her Maternity/Adoption entitlement
- The information they have given is true and accurate
- Should, for whatever reason, they cease to be eligible for SPL they will inform the Company.

In addition, the mother's notice of entitlement must include a declaration signed by her partner stating:

- Their name, address, and National Insurance number
- That they are the father of the child; or are married to, the civil partner of, or the partner of, the mother or adopter.

If the employee is the partner, the partner's notice of entitlement and intention must set out:

- The names of the mother and partner
- The start and end date of any Statutory Maternity or Adoption Leave
- The total amount of SPL available
- The child's expected week of birth, actual birth date or date of placement
- How much SPL the mother and partner each intend to take
- An indication as to when they intend to take the Leave, although this will not be binding.

A signed declaration to confirm that:

- They will be taking the Leave to care for the child

- The mother has given notice to end her Maternity/Adoption entitlement
- The information they have given is true and accurate.

Within 14 days of receiving a notice of entitlement and intention from the employee, whether the mother or partner, the Company can request from the employee:

- An MATB1 Certificate, a matching certificate or birth certificate
- The name and address of the other parent's employer.

The employee has 14 days from the request to provide the information.

How to book

To take a period of SPL, the employee must write to the Company giving not less than eight weeks' notice before the start date of the first period of Leave.

The employee must set out the start and end dates of each period of SPL requested in that notice. This written notification may be given at the same time as a notice of entitlement. It can be a request for a continuous period of Leave or discontinuous periods of Leave.

Continuous period of Shared Parental Leave

If an eligible employee gives a period of Leave notice requesting one continuous period of Leave, he/she will be automatically entitled to take that period of Leave.

Discontinuous periods of Shared Parental Leave

An employee may submit a period of Leave notice requesting discontinuous periods of Leave. For example, the mother and partner could request a pattern of Leave from their respective employers that allows them to alternate childcare responsibilities.

If the employee submits a period of Leave notice requesting discontinuous periods of Leave, the Company, in the two weeks beginning with the date the period of Leave notice was given, can:

- Consent to the pattern requested
- Propose an alternative pattern
- Refuse the pattern of Leave requested.

The Company will have to consider what impact the arrangements would have on the business. If agreement is reached within those two weeks, the employee is entitled to take the Leave on the dates agreed.

If no agreement has been reached within that two-week discussion period, the employee is entitled to take the Leave as one continuous period of Leave (the default provision). In that event, the employee can choose a start date for when this Leave period will begin within 19 days of the date the notification was given. But the Leave cannot start sooner than the initial notified start date. If no date is notified within this time period, the Leave will begin on the start date stated in the original notification.

Alternatively, if the Company has refused the request or no agreement has been reached during the two-week discussion period, the employee may withdraw a period of Leave notice requesting discontinuous periods of Leave. The employee can withdraw a period of Leave notice at any time on or before the 15th day after the period of Leave notice was given.

Cancelling or varying curtailment notice or booked Shared Parental Leave

In certain circumstances the employee may wish to withdraw a Maternity or Adoption Leave curtailment notice. In this case the request must be in writing and can be given only if the mother has not returned to work. It could only be withdrawn in the following circumstances:

- The mother and partner cease to be eligible for SPL or ShPP and the mother withdraws her Maternity Leave curtailment notice within eight weeks of the date on which the notice was given
- If the notice was given before the birth, and the mother revokes the Maternity or Adoption Leave curtailment notice in the six weeks following the birth (for mothers only)
- The partner has died.

Sometimes circumstances change, and the employee may need to change or cancel his/her proposed SPL dates. To do this they must write to the Company at least eight weeks before the dates varied begin and making clear what change they are seeking. This will count as a second notification.

The written notice must contain:

- An indication as to when the employee intends to take SPL (including the start and end dates for each period of Leave)
- Details of any periods of SPL that have been notified through a period of Leave notice
- Details of any periods of ShPP that have been notified in relation to periods where SPL was not to be taken
- A declaration signed by the mother and the partner that they agree to the variation.

Rights during Shared Parental Leave

During SPL, all terms and conditions of the employee's contract except remuneration will continue. Pay will be replaced by SHPP if the employee is eligible for it.

Communication and SPLIT Days

Whilst an employee is on SPL, the Company will try to keep them up to date with important changes and developments within the Company. It is also helpful to discuss the employee's plans to return to work during this time.

An employee can agree to work for the Company (or to attend training) for up to 20 days during their SPL without that work bringing the period of his/her SPL and Pay to an end. These are known as "Shared Parental Leave in touch" (SPLIT) days. If you are entitled to receive ShPP for any week during which you attend work for SPLIT days, you will still receive this in the usual way. In addition, we will also pay you an agreed rate for the work you do during a SPLIT day.

There is no obligation on the Company to offer work or on the employee to accept it.

Returning to work following Shared Parental Leave

The employee has the right to return to the same job when returning to work from SPL if the period of Leave is 26 weeks or less.

If the employee is returning to work from SPL and the period of Leave taken is more than 26 weeks, they have the right to return to the same job unless this is not reasonably practicable. In these circumstances the Company will find another job that is suitable and appropriate for him/her.

7.0. General information

7.1. Flexibility

We reserve the right to amend your job role if the needs of the Company require it. It may also be necessary for you to temporarily take over duties not normally undertaken, particularly during holiday periods or sickness. In order that the Company can operate most effectively, it is an express condition of your employment that you are prepared to temporarily transfer to alternative roles and duties if the needs of the Company require it.

7.2. Training

We undertake to provide you with the necessary training to enable you to perform your contracted duties. Your training will include health and safety training; this is to ensure your own safety and that of your colleagues. The Company reserves the right to train you in other duties and it is a condition of your employment that such training courses achieve a satisfactory outcome. You may be required to sign a training agreement prior to attending any training courses.

7.3. Health and safety

The Company's Health & Safety Policy and Operational Guidelines are set out in a separate Health & Safety Policy Manual. It is essential that you comply with health and safety regulations and we will give you full training on what you need to know during your induction and on an ongoing basis. If you wilfully or by neglect fail to observe the Company health and safety rules and regulations, disciplinary action may be taken. In serious cases, such action may include your dismissal without notice for gross misconduct.

7.4. Jury service

If you are called for jury service, you should present the Jury Services Notification Slip to your Line Manager. You will be expected to return to work on the days that adjournments make this practicable. If the timing of the jury service conflicts with your work needs, you must let your Line Manager know as soon as possible. You are entitled to claim statutory compensation from the courts in respect of your jury service.

There is no obligation for the Company to make up for any loss of earnings. Payments, if any, will be entirely at the discretion of the Company.

7.5. Public duties

You are entitled to reasonable unpaid time off during working hours to perform the duties associated with positions such as Justices of the Peace, members of a local authority, statutory tribunal or police authority.

7.6 Purchasing and Commissioning

The overriding principle is that all dealings with current and potential suppliers and customers are seen to be properly handled, with the application of high standards of objectivity, integrity and fairness.

We are involved in commissioning work and in tenders for contracts with other organisations. Unless the Managing Director has given specific permission, you must not provide information, support or assistance to any Company or organisation tendering for work with us that would in any way enhance their chances of being successful in our bid.

7.7 Drugs and alcohol policy

We recognise that, for a variety of reasons, employees could develop alcohol- or drug-related problems and we are sympathetic to these problems. However, any misuse or abuse of alcohol and drugs presents a serious problem in the workplace. It is our responsibility to ensure, so far as is reasonably practicable, the health, safety and wellbeing of all employees. Employees who are under the influence of drugs and/or alcohol whilst at work may adversely influence their own safety and that of their colleagues. By establishing clear and comprehensive rules, which apply to all employees, we also aim to provide a supportive environment to those with a drug- or alcohol-related problem who are committed to changing their behaviour.

The taking of alcohol and drugs is strictly prohibited before working hours, where appropriate functioning at work would be adversely affected, and at all times during working hours. For the avoidance of doubt, working hours include meals and other breaks.

The use of illegal drugs or alcohol in the workplace may lead to disciplinary action that could result in your dismissal without notice for gross misconduct. The following rules will apply:

- a) If you are found to be consuming alcohol or deemed to be under the influence of alcohol in the workplace or in your working hours this may be treated as gross misconduct under the Company's disciplinary procedure.
- b) The taking of illegal drugs or being under the influence of illegal drugs by any employee in the workplace or during working hours may be treated as gross misconduct under the Company's disciplinary procedure.
- c) The possession of drugs for any reason other than medical is forbidden.
- d) We may ask you to undertake a medical examination if we believe you have a problem in relation to drugs and/or alcohol to assess if this is affecting your ability to work. You may be suspended from work until the problem is resolved. The Company will decide whether to treat it as a disciplinary matter.
- e) We will inform the police if we believe there has been an abuse of controlled drugs by an employee, for which criminal controls are appropriate, either in the workplace or when working on behalf of the Company when the employee is off the Company's premises.

7.7.1 Definition

Alcohol covers all alcoholic beverages. Drugs include: all Class A, B and C substances; 'legal highs' or psychoactive drugs; drugs which are only legally available on prescription; solvents which are misused; and any other drug that has an adverse effect on your ability to carry out your work in a safe and effective way.

7.7.2 Special circumstances

If employees attend social business/client functions outside of working hours and are representing the Company, we accept that moderate amounts of alcohol may be consumed. However, employees should stay well within the legal limit if driving. Consuming drugs on these occasions is strictly forbidden.

7.7.3 Confidentiality

An employee who has a drug- or alcohol-related problem may approach their Line Manager in confidence, within the provisions of the law, and receive help and support. Any absence during a rehabilitation period will be treated as normal sickness absence.

Where employees are taking medication for a pre-diagnosed condition, the type of drug and its possible contra-indications must be reported to their Line Manager. This sensitive information will be treated confidentially.

7.7.4 Drug and alcohol testing

Random alcohol and drug testing will be carried out on employees who work in critical roles within the Company, including those whose role involves delivering security, cleaning, maintenance, concierge or other roles.

Selecting an employee for testing does not indicate that they are under suspicion and test results will be treated confidentially.

Should an employee unreasonably refuse to submit to drug and alcohol testing, they will be subject to our disciplinary process.

7.7.5 Disciplinary action

Any employee who is found to be:

- under the influence of drugs and/or alcohol during working hours; or
- in possession of, or dealing in, illegal substances

during working hours will be suspended on full pay pending a disciplinary hearing. This may result in the employee's dismissal for gross misconduct.

8.0. General rules

8.1. Operating procedures

We have a manual of operating procedures which is intended to ensure that all employees are aware of their responsibilities in relation to working methods and the recording of changes to data or software, and it is a contractual requirement that you familiarise yourself with, and comply with, the procedures at all times.

8.2. Personal details

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

8.3. Additional employment

You must devote the whole of your time and attention and abilities during your hours of work to the Company. You must not, whether directly or indirectly, undertake any other duties whatever kind, during your hours of work.

If you plan to take up additional employment outside of your normal working hours, you must discuss the nature of the additional employment with your Line Manager in order to comply with the Working Time Regulations 1998. This is to assess the effect that the additional employment will have on your ability to perform your work for the Company. You must obtain written authorisation from the Company for any additional employment. You are not permitted to engage in any additional duties for any customer or potential customer, for your own personal gains, unless you have written authorisation from the Company.

8.4. Standards of dress

We expect you to wear dress appropriate to the job that you are doing. Please remember that you may come into contact with customers and members of the public and it is important to present a professional image with regard to your appearance, standards of dress and personal hygiene.

Our dress code requires that uniformed security and cleaning staff do not have visible tattoos however exceptions can be granted by a Director on a case by case basis.

For safety reasons, employees working in site-based security and cleaning positions and managers visiting sites must not wear facial jewellery and ties must be clip-on.

8.5. Uniform

If you are issued with a uniform, you are responsible for laundering the uniform and for ensuring that it is kept in good repair. The uniform must be worn during working hours. If you leave the Company and fail to return the uniform to us (or fail to return it in reasonable condition), we reserve the right to deduct the cost from any wages or outstanding monies owed to you. You agree to any such deduction pursuant to Part II of the Employment Rights Act 1996.

8.6. Telephone calls

Personal telephone calls on Company landlines or via Company mobile phones are only allowed in the case of an emergency or with the authorisation of management.

8.7. Mobile phones

Drivers are reminded that it is a criminal offence to drive whilst using a mobile telephone that is not attached to a hands-free set. 'Driving' includes being in control of the vehicle while it is stationary with the key in the ignition. 'Using a mobile telephone' includes making and receiving calls, and sending and reading text messages. Handheld mobile telephones should only be used when parked up with the engine off and key removed from the ignition.

The Company takes this matter very seriously and using a handheld mobile telephone whilst driving (see above definition) in a Company vehicle (at any time) or on business (in any vehicle) may result in disciplinary action.

The use of a hands-free telephone distracts the driver's attention and should only be used to make or receive calls when it is safe to do so. You must not write, send or read text messages whilst driving.

If you are using a mobile phone, even if it is hands-free, and this is found to affect your ability to control the vehicle and drive in a safe manner, you may be given penalty points, and in extreme cases, a prison sentence.

You are required to drive safely with due care and attention on journeys connected with the Company and at all times in vehicles belonging to the Company.

8.7.1 Personal mobile phones

The use of personal mobile phones is not permitted during working hours unless authorised by your direct Line Manager. If you bring a personal mobile phone to work you should ensure it is switched off or on 'silent' mode and you should keep the phone out of view and not allow yourself to be distracted by it during working hours. They may only be used during authorised breaks or in the case of an emergency. ASG cannot be held responsible for any damage to a personal mobile telephone during working hours and whilst carrying out your working duties.

8.7.2 Company mobile phones

This policy applies to all employees entitled to use a business mobile phone. It is your responsibility to use your mobile phone legally. The Company will not be liable for any misuse of a mobile phone where it contravenes the law.

Your mobile phone has been issued for work purposes. Therefore, private use of the mobile phone should be kept to a minimum. The Company has the right to monitor phone use and if it is found that you are using their phone irresponsibly, or using it excessively for personal use, the Company may take the phone back, proceed with disciplinary action and deduct the costs of calls from your wages. If you are issued with a Company mobile phone, you are only permitted to use the phone for authorised Company calls and you must not use the phone for text messaging or accessing premium lines. However, we appreciate that in some instances 'product support' lines are on a premium number and receiving this type of call is unavoidable.

Company mobiles which are provided to you that can take and send photographs or videos may not be used in this way whilst on duty unless authorised by your Line Manager and with the prior consent of the subject(s) to be photographed or videoed.

You must treat your Company mobile phone like any other piece of IT equipment (laptop, PC, etc.) so please familiarise yourself with our IT and Data Protection policy and do not download any apps that have not been previously authorised by your Line Manager. Keep the phone safe at all times and ensure that there is a high level of security to stop unauthorised access.

You must not access social media on your Company mobile phone unless it is an approved Company account, and you are posting on behalf of the company.

8.7.3 Lost, stolen or broken phones

Please take care of your mobile phone. If a phone is lost, it should be reported to your manager as soon as it is noticed missing.

Depending on the circumstances in which the phone was lost, we will be responsible for replacing the phone unless carelessness on your part can be shown as the cause of the loss. In circumstances where it has been shown that your carelessness contributed to the loss of the phone, you will be required to reimburse the Company for the full replacement cost of the handset.

8.8. Contact of friends and relatives

Friends and relations should be discouraged from telephoning or visiting you when you are at work, except in the case of emergencies. Under no circumstances should any non-employee attend customer or supplier premises other than with written authorisation from the Company. Any breach of this clause may result in disciplinary action and could lead to your dismissal without notice for gross misconduct.

8.9. Private mail

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

8.10. Buying and selling of goods and services

You are not permitted to buy and sell goods and/or services on your own behalf on Company premises or during working hours unless authorised by management.

8.11. Gratuities

You must not accept or agree to accept any offer of gifts or services from customers, suppliers, distributors, or any person having similar connections to the Company without prior consent from management (please refer to Bribery policy).

8.12. Cash collections

Collections of money for gifts for employees are not allowed without permission from a Director.

8.13. Employee notices - changing terms and conditions of employment

It is our policy to keep you informed of any changes that may affect you. This will be done through the use of the notice boards, meetings, e-mail or by letter. We reserve the right to change your terms and conditions. Any changes will be discussed with you prior to the proposed change in a consultation exercise and the appropriate notice will be given.

8.14. No-smoking policy

We operate a no-smoking policy (including vaping). Smoking is not permitted in the Company's or its customers' buildings, on the Company's or its customers' premises except in designated areas or vehicles. We

take this matter very seriously and breach of this rule might lead to disciplinary action and result in your dismissal without notice for gross misconduct. Defacing or removing 'no-smoking' signs will also result in disciplinary action.

There is no automatic right for smokers to have additional breaks to allow them to smoke.

8.15. Good housekeeping

Work areas must be kept clean and tidy at all times to reduce the risk of fire and accidents.

Either ASG or our clients provide kitchen facilities for your use during authorised breaks. You are responsible for cleaning and tidying this area after use.

8.16. Parking

You may only park your car in the designated parking areas, in order to avoid congestion. Personal vehicles are parked at your own risk and we do not accept liability for any theft or damage.

8.17. Safety

You must read and take note of any health and safety notices that are posted on the notice boards. You are expected to take reasonable care for your own well-being, and that of your colleagues.

8.18. Accidents at work

If you have an accident at work, however minor you may consider it, you must record it in the correct accident book or sheet. If you are working off site you should document the accident on the site where you are working and notify the office immediately. You MUST provide details of the nature of the accident or injury, any first aid treatment that was administered, the names of any witnesses and the date and time the accident occurred. You MUST inform your line manager.

8.19. Health and hygiene

If you have either been in contact with persons suffering from an infectious or contagious disease, or are yourself suffering from an infectious or contagious disease, you must report it to your Line Manager before commencing work. Examples of such infectious or contagious diseases are influenza, norovirus, mumps and measles, as diagnosed by a doctor. In these circumstances you are unavailable for work and will need to self-certify until you obtain a medical certificate from your doctor. You must not attend work until you are certified fit to do so, and the risk of passing the infection to clients or other employees has ceased. Any cuts or burns to the hand or arms must be covered with appropriate dressings.

8.20. Protective clothing and equipment

Protective clothing, e.g. footwear, headgear, and items of protective equipment may be issued to you for protection because of the nature of your job. Failure to use the issued safety clothing and equipment will be regarded as a contravention of the Health and Safety at Work Act 1974. It is your responsibility to look after these items and to report damaged or faulty clothing and equipment and to state when further or additional clothing is required.

8.21. Stop and search

In the interest of security, we reserve the right to stop and search you at any time. This will include the use of scanner devices for 100% remote body searches (without physical intervention). It will not involve intimate

physical body searches but it will include searches of your personal possessions such as your bags, locker, or car etc. The police may be called at any stage of the search, or if there is any suspicion of theft.

8.22. Economy

The Company maintains a policy of 'minimum waste' which is essential to the cost effective and efficient running of all our own and our customers' operations. Every employee has a responsibility to promote this policy by taking extra care when carrying out normal duties to avoid unnecessary or extravagant use of services, time, materials, lights, heating, water etc. You should also co-operate with any recycling schemes that are introduced.

8.23. CCTV and Security

It is everyone's responsibility to prevent the theft or damage of goods, Company property or resources from the business and protect their own and others health and safety.

The security rules are designed to minimise the risks of loss and your fullest co-operation in implementing, maintaining and improving our procedures is required. These rules and procedures are also designed to protect you. Failure to follow the rules may, on its own, lead to the inference that you have acted dishonestly. We may use a variety of security and surveillance techniques for the protection and management of the business and its employees, including monitoring communication, CCTV cameras and search. These are also outlined in our Privacy policy of which you should have a copy.

If you notice anything suspicious, report it to your Line Manager or another available member of management as soon as possible. Any suggestions for improvements in the security procedures are always most welcome – these should be taken up with your manager in the first instance.

You should be aware that you may be observed via CCTV or security cameras. Any information gained by CCTV or security cameras may be used as evidence at a later date if considered appropriate. THIS INCLUDES CONTROL ROOM OPERATIONS. WHEN ON SHIFT YOU ARE SUBJECT TO MONITORING BY CCTV, THIS IS FOR YOUR OWN SAFETY AS WELL AS COMPANY POLICY.

8.24. Extreme adverse weather

In the event of extreme adverse weather conditions, e.g. heavy snow and flooding, you are expected to make every reasonable attempt to arrive at work at your scheduled start time. If you decide that weather conditions are sufficiently severe to prevent you from travelling to work and arriving safely at work you may choose to either:

- a) Take the day(s) as annual leave; or
- b) Take the day(s) as authorised unpaid leave of absence.

In either case, you must telephone your Line Manager for approval. If your Line Manager is not available, you must ensure that another member of management is notified. We reserve the right to approve/refuse these requests on a case by case basis.

If you decide to travel to work and then subsequently find that the weather conditions prevent you from completing your journey, you must telephone your Line Manager as soon as possible and inform them of the exact circumstances. In this case, the Company, at its discretion having considered the circumstances, will decide whether or not you will receive full pay.

In any event, if your absence from work, or lateness in arriving at work, is considered reasonably due to extreme adverse weather conditions, your absence or lateness will not be subject to the Company's disciplinary procedure, provided you have notified your Line Manager as set out above.

8.25. Financial advice

Unless authorised by the relevant regulatory body, neither the Company, nor any of its employees are permitted to offer any employee, supplier, customer or other person connected with the Company, personal financial advice. This rule is contained in the Financial Services Act.

8.26. Introductory commission – ‘Recommend a friend’

We operate a ‘Recommend a friend’ scheme to encourage the introduction of a friend to work for us. The scheme is available to all employees with the exception of those who are employed in a capacity which forms part of the recruitment process.

Payment of the introductory commission, currently £50 per introduction (subject to tax and NI deductions), does not become due until the person introduced has worked for us for a continuous period of 6 months and subject to all other criteria being satisfied.

Further details of the scheme are available from head office.

8.27. Commendation awards

The Commendation Award programme recognises individual employee contributions within the following categories:

- a) Operative of the year
- b) Supervisor of the year
- c) Manager of the year

Individual commendations will be awarded for exceptional work.

Details are available from your Line Manager and each award will be decided upon merit.

8.28. Personal relationships at work

If you enter into a personal relationship with a work colleague or a customer, you should make your Line Manager aware so that we can ensure that the relationship does not affect our ability to maintain a fair and equitable working environment. If the relationship is with your Line Manager you should inform a Director.

The matter will be dealt with in strict confidence and we reserve the right to require one or both of the parties to transfer to another site if appropriate for the smooth running of our business.

8.29. Goods In/ Ordering/ Deliveries

You may only sign for goods received, accept deliveries or order goods or services if you are specifically authorised to do so and follow the procedures issued to you.

9.0. SIA licensing and screening

9.1. Security Officer licensing

It is a legal requirement for anyone operating as a Security Officer in the UK to hold and maintain the relevant Security Industry Association (SIA) license. The Company may subsidise the initial cost of obtaining the relevant license including training which will be subject to a training agreement.

The Company will recover the cost (without interest) by monthly instalments (specific details to be agreed by your Line Manager and accounts). Any outstanding amount will be recovered from your final payment or reimbursed by you immediately and in full if the amount is more than the monies in hand, if your employment terminates for whatever reason before the full recovery has been made. You agree to any such deduction pursuant to Part II of the Employment Rights Act 1996.

Alternatively, you may choose to pay the cost of obtaining a license in the first instance without being subsidised by the Company.

You must provide proof of license ownership to your Line Manager at any time upon request by producing the original license. A copy of your license will be held in your personnel file.

Failure to obtain or maintain the relevant license will result in you being unable to work as a Security Officer for the Company. In these circumstances we do not guarantee to maintain your employment although the circumstances and the availability of alternative work may be taken into account at our sole discretion.

9.2. CCTV Operators' licensing

It is a legal requirement for anyone operating as a CCTV Operator in the UK to hold and maintain the relevant Security Industry Association (SIA) licence (CCTV – public space surveillance). The Company may subsidise the initial cost of obtaining the relevant license including training which will be subject to a training agreement.

The Company will recover the cost (without interest) by monthly instalments (specific details to be agreed by your Line Manager and accounts). Any outstanding amount will be recovered from your final payment or reimbursed by you immediately and in full if the amount is more than the monies in hand, if your employment terminates for whatever reason before the full recovery has been made. You agree to any such deduction pursuant to Part II of the Employment Rights Act 1996.

Alternatively, you may choose to pay the cost of obtaining a license in the first instance without being subsidised by the Company.

You must provide proof of license ownership to your Line Manager at any time upon request by producing the original license. A copy of your license will be held in your personnel file.

Failure to obtain or maintain the relevant license will result in you being unable to work as a CCTV Operator for the Company. In these circumstances we do not guarantee to maintain your employment although the circumstances and the availability of alternative work may be taken into account at our sole discretion.

10.0. Computer policy

We regard our computer systems as a vital and integral part of our business and so expect you to use computers and Tablets responsibly and only for the purposes of our business. We will treat seriously any actual, attempted or suspected infringement of this computer policy and may take disciplinary action, which could result in dismissal on the grounds of gross misconduct in serious cases, against anyone acting or attempting to act in breach of this policy.

10.1. Hardware

Rules regarding the use of hardware:

- a) No equipment must be moved without the consent of the person responsible for IT.
- b) No equipment must be attached to the network without the consent of the person responsible for IT.
- c) No equipment may be modified without the consent of the person responsible for IT.
- d) All equipment must be treated with due care and attention and maintained in a condition and environment conducive to good working order and long life. Any fault, loss or damage must be reported to the person responsible for IT without delay. If in doubt consult the person responsible for IT.
- e) All equipment must be logged off correctly and powered down when not in use for long periods of time.
- f) Laptops/Tablets must be kept secure when taken off site. Do not leave them unattended. You are required to take reasonable measures to minimise the risk of loss of Company data and software through theft. Particular care needs to be taken to ensure that Laptops/Tablets and any storage media containing software and Company data are not left unattended in vehicles or any other non-secure place.

10.2. Software

The PC will be set up by the person responsible for IT and must not be altered by the user.

You are only authorised to use systems and have access to information that is relevant to your job. You should neither seek information nor use systems outside these criteria. Unauthorised access to any of the Company's computers or network devices is a breach of this policy and will lead to disciplinary action.

Standard operating procedures must be followed at all times when using software. Where no procedures exist consult your Line Manager and follow any instructions given.

Under no circumstances may you purchase or load any software without approval from the person responsible for IT. This includes games, screen savers, wallpaper, downloads from the Internet and email attachments. If a specific application programme is necessary for your work, then the Company will consider its purchase for your use.

It is illegal to make unauthorised copies of software. Software issued by the Company for your use is licensed to the Company and is protected by copyright law. You must not make copies of, or distribute software that has been copied.

All original software discs/USB , CDs, and any storage media should be kept with the person responsible for IT. If you have any such discs/USB , CDs or storage media, please forward them to the person responsible for IT immediately.

If you receive media from any source, you must have it virus checked by the person responsible for IT. If you need to bring in media from your home computer, you must get permission from the person responsible for IT

before doing so. Virus protection software must be maintained and periodically checked. It is mandatory that you re-boot your computer daily with the anti virus software to ensure that no viruses are present.

Storage media, such as discs/USB , CDs or memory sticks, which contain work related material form part of the intellectual property of the Company and, because of the ease of portability of such sensitive commercial material, particular caution should be exercised when using, storing or transporting storage media whether within or outside the Company's premises.

10.3. Passwords

To access various software programs you may have been given a user name and password. These passwords are personal to you. Do not write them down where they may be seen by anyone else.

You are responsible for all actions undertaken whilst logged on to any system using your user name and password. You should not therefore allow anyone else to use your access rights and password.

From time to time you may be asked to give your password to another person. You should not divulge passwords to anyone without the permission of your Line Manager of the Company. You should immediately ask for your password to be changed.

You should not disclose any information concerning the Company's systems that make them vulnerable to a third party.

If you require further systems access beyond that currently authorised you must contact the person responsible for IT.

If you believe another employee may have learnt one of your passwords you should change it immediately. Change your password no less frequently than once every ninety days. When changing your password, do not use words that contain personal data. If you have any suspicion that any other user knows your password, then it is your responsibility to report it to the person responsible for IT immediately.

10.4. E-mail

Your e-mail address can receive emails from anyone connected to the Internet. You are not permitted to use the Company's e-mail system for any private emails, whether outgoing or incoming, either during working hours or at other times.

You should not divulge your e-mail address to anyone who does not require it for business use. Anyone found with offensive or pornographic material on his or her computer will be subject to investigation, which could result in disciplinary action and dismissal without notice for instances of gross misconduct.

The Company reserves the right to access and monitor any or all areas of any computer and computer software systems which it owns (including e-mail boxes and messages and telephone calls) from time to time for business reasons and training purposes.

You should not therefore assume that any information held on the computer is private and confidential to you.

If you receive an e-mail from an unknown source, or "junk" e-mail you should delete this from your system immediately without opening it as it may contain a virus.

E-mails may contain file attachments. These should not be opened unless they are received from a trusted source, i.e. from another known Company, employee or representative. If in doubt, forward the email to the person responsible for IT for verification.

E-mails to customers', suppliers and other business contacts should be restricted to Company business. Confidential information about or relating to the business of the Company, its customers', suppliers or contacts should not be transmitted outside the Company via e-mail unless done so in the course of business. You should ensure there is no infringement of copyright when adding attachments to e-mails. Confidential information should not be left on display on an unattended workstation.

Regular housekeeping is required to delete unwanted emails to prevent the file server filling up. You should be aware that deleted e-mails will remain held on the system for some time and will be accessible from back up if required for investigation of complaints of systems abuse.

You must not distribute sensitive commercial data concerning the Company to competitive sources. Doing so may result in disciplinary action leading to your dismissal without notice for gross misconduct.

10.5. Guidance for appropriate use

E-mail is a non-secure medium and care should be taken when composing, sending and storing messages. It is possible messages are not received at their destination or that they can be intercepted. If e-mail services are used for business critical communications, you must confirm receipt by another means.

Outgoing e-mails should have a footer attached to stress the confidentiality of the contents and, where appropriate, should contain a disclaimer.

E-mail should be regarded in the same way as any other business communication and should be treated as a Company record. You should adopt a style and content for e-mail, in particular those sent to external recipients that present a professional image. It is recommended that you adopt the same standards for e-mail as for letters and memos, although the style may be more informal.

Confidential information about or relating to the business of the Company, its customers', prospects, suppliers or contacts should not be transmitted outside the Company via e-mail unless done so in the course of business and sufficient steps are taken to safeguard security.

Employees must take reasonable steps to guard against unauthorised access to, alteration, accidental loss, disclosure or destruction of data.

10.6. Inappropriate use

You must not send internally or externally or obtain material (whether in the form of text or images) which is libellous or defamatory, illegal, obscene, sexually explicit, bullying, discriminatory or disparaging of others particularly in respect of their race, national origins, sex, sexual orientation, age, disability, religious or political beliefs.

You are reminded that material that you find acceptable might be offensive to others. It is recommended that you take care and give sufficient thought to what you send. Messages can be misconstrued and should not become a substitute for "one to one" conversations. You should not send humorous material to business contacts. It can frequently be misunderstood or cause offence. In particular, the Company recommends that criticisms or complaints are not dealt with by email.

Examples of inappropriate use include, but are not limited to:

- a) Sending, receiving, downloading or displaying or disseminating material that insults causes offence or harasses others.
- b) Accessing pornographic, racist or other inappropriate or unlawful material.

- c) Engaging in on-line chat rooms, on-line gambling sites, social networking sites or blogging.
- d) Forwarding electronic chain letters or similar material.
- e) Downloading or disseminating copyright materials.
- f) Transmitting confidential information about the Company or its customers externally and not in the course of the Company's business.
- g) Downloading or playing computer games.
- h) Copying or downloading software.

Serious instances of inappropriate use may be considered gross misconduct and lead to your dismissal without notice.

10.7. Internet access

Some mobile phones and computers have Internet access. Internet access will be granted for business reasons only during working hours. Usage is limited to work related activities. Some examples of inappropriate internet use are listed above.

Under no circumstances must users download files without the consent of your Line Manager.

Anyone believed to have been visiting pornographic sites, downloading or circulating pornographic material or other non-business material will be subject to disciplinary action. Offences of this nature may be considered gross misconduct and lead to your dismissal without notice, and if necessary, the police will be informed.

Please note that the main servers maintain a record of Internet access by user and these will be monitored as necessary and results forwarded to Line Managers and the police, if appropriate.

10.8. Data backup

You are responsible for the backup of your own data held on your personal computer's hard drive. Details of this procedure are available from the person responsible for IT.

10.9 Social media

Any social media produced in our name must be approved by a Director. It must reflect our values and be in our best interests, be grammatically correct, accurate, objectively justifiable, reasonable and appropriate.

Never use your work email address to sign up for personal social media. Please be aware that we may monitor social media use in the same way as we monitor Internet usage. Remember that even if you are using social media in a personal capacity, other users who are aware of your association with us might reasonably think that you speak on our behalf. Harassment, bullying or inappropriate behaviour on social media will be dealt with in the same manner as had it happened in the workplace.

Any contacts created on social media through your employment with the Company are the property of the Company.

10.10 Off- site work

Remember that when working off-site, others may be able to view or attempt to access your device. Lock your device when appropriate and do not leave it unattended. Be aware of who can see your screen and avoid using confidential information. You must ensure any internet connection that you use is secure. Your device must be transported securely whilst travelling and should not be left on display in an unoccupied vehicle.

11.0. Company vehicle policy

11.1. General

- a) Company vehicles may only be driven by authorised drivers who must hold and be able to show proof of a full driving licence. If you are an authorised driver, you must produce your driving licence for inspection on request. The licence must be provided within two working days of the request being made other than in exceptional circumstances. A copy of your driving licence will be held in your personnel file.
- b) The driver of the vehicle concerned is responsible for the payment of any fines incurred as a result of a motoring offence, including parking fines and congestion-zone fines.
- c) The Company must be informed in writing immediately if you are an authorised driver and prosecuted for any road traffic offences or if your driving licence is endorsed or you are disqualified from driving.
- d) If a Company vehicle has been allocated to you, you are responsible for that vehicle whilst it is in your care. The vehicle must be kept clean and tidy, and in a road-worthy condition at all times. Any defects should be reported to your Line Manager. You are responsible for daily maintenance, such as checking oil and water levels and tyre pressures. You must ensure that maintenance checks are carried out in line with the manufacturer's recommendations and are required to present the vehicle for servicing at a recognised dealer when the regular service falls due. The Employer will reimburse all costs incurred that relate to the routine maintenance of the vehicle.
- e) The vehicle must be driven in accordance with the Road Traffic Acts/Regulations. You are required to adhere to all relevant road speed limits and drive in a safe, courteous manner at all times. If you are considered to be acting carelessly or recklessly in your use of the vehicle, including exceeding the legal speed limits, you may be subject to disciplinary action. This may result in the withdrawal of authorisation to drive a Company vehicle and if you are deemed to have been driving recklessly, and/or without due regard for the legal road speed limits and/or fellow road users, dismissal without notice for gross misconduct.
- f) The Company does not take any responsibility for personal items within Company vehicles.
- g) Company vehicles may not be used for any purpose other than that which has been previously authorised.
- h) Should you be disqualified from driving for any reason and driving forms an essential part of your job, the Company cannot guarantee to find you alternative employment and may dismiss you.
- i) If you are involved in a road traffic accident which causes damage to property or another vehicle, or injury to any person or animal, you are required to give your name and address, the name and address of the keeper of the vehicle, the registration number of the vehicle and the name of the insurance company, to any person having reasonable ground to require such information. It is important that you give no further information.
- j) All accidents must be reported to your Line Manager as soon as possible and at least within 24 hours, even if there appears to be no consequence. You will then be expected to complete an accident report and co-operate with any resulting investigations.

11.2. Fuel

If you are found using fuel for unauthorised personal use at the expense of the Company, you may face disciplinary action that could result in your dismissal without notice for gross misconduct.

If you are issued with a fuel card it must only be used for authorised purchases and any misuse of the card may result in disciplinary action that could lead to your dismissal without notice for gross misconduct.

Any authorised private mileage will be charged to the vehicle user at the current HMRC rate which will be notified to you in writing by the Company. All private mileage must be recorded on the Company mileage form, together with a record of any business mileage. Vehicle users who have signed a declaration that the vehicle will only be used for business mileage and who subsequently are found to have used the vehicle for

personal mileage will be liable to a charge for private use taxation from HMRC via the tax code. They will also face disciplinary action.

The Company charge for any private mileage will be made on a monthly basis and deducted from your salary. You agree that the Company may deduct such sum from your salary or any money owing to you; any such deduction would be pursuant to Part II of the Employment Rights Act 1996.

If you are allocated the use of a Company vehicle without a fuel card you will be responsible for purchasing the fuel and reclaiming business mileage on the Company mileage form. Business mileage will be reimbursed at the relevant rate, currently £0.10 per mile (or as otherwise notified by the Company). All mileage incurred should be recorded and identified as either business or personal mileage, as appropriate. The HMRC guidelines are utilised to identify which mileage is deemed to be personal. A copy of the guidelines is available from the Accounts department on request.

11.3. Vehicle tracking

Tracking devices are now fitted to all Company vehicles. The devices record the location of the vehicle to which they are fitted, the speed at which it is travelling and any periods of inactivity. This information will be used to verify your weekly time sheets and may be used at any stage as evidence concerning your behaviour and thus may lead to disciplinary action against you.

11.4. Satellite-navigation and PDA devices

If you are issued with a satellite-navigation system or PDA device for use in Company vehicles or in your own vehicle at work, you must remove it from the vehicle when it is parked and unattended. You agree that if you do not do so and the item is lost or stolen, the Company may deduct the replacement cost of the device from your salary or any money owing to you; any such deduction would be pursuant to Part II of the Employment Rights Act 1996.

You are reminded not to set or reset any satellite-navigation systems or PDA devices whilst driving. Any changes to such devices should only be made when the vehicle is stationary with the engine turned off.

11.5. Personal liability for damage to vehicles

You are only allowed to use Company vehicles for those uses specified by the Company. Vehicles must not be removed from the premises without prior approval from your Line Manager who must also be notified of any damage to a vehicle.

By using a Company vehicle, you agree that if a Company vehicle is damaged through your negligence, fault or lack of care, then you may be required to pay the excess part of any insurance claim. You agree that the Company may deduct such sum from your salary or any money owing to you; any such deduction would be pursuant to Part II of the Employment Rights Act 1996. Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal any decision.

11.6. Using own vehicle for business use

If you are using your own personal vehicle for business use you may be entitled to reclaim business mileage. You should complete the appropriate expenses claim, which should be authorised by your Line Manager and then submitted in accordance with payroll requirements. Mileage rates may vary from time to time and details are available from your Line Manager.

The Company will expect you to have a vehicle suitable for the job that you are doing. If you are using your own personal vehicle for business use, you must ensure you have insurance providing cover for business use and vehicle breakdown recovery.

Evidence of insurance must be produced prior to initially using your vehicle for business purposes, as must (where applicable) a valid M.O.T. Certificate and full driving licence for the vehicle type. The Company may from time-to-time require you to produce these documents on request, for routine verification.

At all times the vehicle is used for business purposes it must be maintained in accordance with the manufacturer's recommendations and Road Traffic regulatory requirements.

You are expected to drive in a safe and courteous manner in accordance with the Road Traffic Acts/Regulations at all times on business journeys. If you are considered to be driving aggressively or recklessly on business journeys you may be subject to disciplinary action, and in the event of reckless driving, this may result in your dismissal without notice for gross misconduct.

You are required to confirm this on submitting any claims for re-imburement by declaring in writing that; "During the period the vehicle (Registration No.....) was used in pursuance of the Company's business. I confirm that it has been maintained in accordance with the manufacturer's recommendations and is fully compliant with the requirements of the Road Vehicle (Construction and Use) Regulations".

11.7. Returning the vehicle

You will need to return the vehicle in the following circumstances:

- On your last working day.
- If you are paid in lieu of notice, you will need to return the car on your last working day rather than keep the car for any notice period.
- If you take family leave (maternity, paternity, parental, adoption, etc.) in circumstances where the car is used only for business use. If you are allowed to use the car for personal use, you can keep it for your period of leave.
- If you are long-term sickness absent from work where the car is for business use only.
- If you are absent from work for any other long period of time where the car is for business use only.
- If you develop a health condition which means that you are not able to drive the vehicle.

The vehicle will probably be returned directly to our leasing company, so it is important that you ensure it has been cleaned thoroughly inside and out, just as it was when it was given to you. If it is not returned to the leasing company, it will be passed on to someone else within the business to drive until the lease expires, so please ensure it is cleaned thoroughly.

If there are any dents or damage, please let your Line Manager know so that we can decide whether we need to arrange for repair prior to returning the vehicle, as returning a damaged vehicle could result in additional cost to the business.

12.0. Behaviour outside work

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

- a) Bringing the name of the Company into disrepute.
- b) Adverse publicity.
- c) Actions that result in loss of faith in the Company by third parties.
- d) Actions that result in loss of faith in the integrity of the individual (this includes harassment, bullying and any other inappropriate behaviour).

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

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

13.0. Property

13.1. Employees' property

You are advised not to bring valuable personal items onto the premises. We do not accept liability for the loss of or damage to any personal items. Any loss or theft of items must be reported.

13.2. Company property

You are not permitted to use Company property for any purpose other than its intended use. Company property must not be removed from the premises unless with prior approval.

13.3. Damage, loss or theft of Company property

You must notify your Line Manager of any damage to Company property or premises. If Company property is damaged, lost or stolen through your negligence or fault, you agree that the Company may deduct the cost of repair or replacement from your salary. Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal the decision. You agree to any such deduction pursuant to Part II of the Employment Rights Act 1996.

13.4. Return of Company property

Upon termination of your employment for whatever reason, you must return to your Line Manager all property belonging to the Company including Company vehicle, computer, equipment, tools, uniforms, keys, entry passes, records, documents, accounts, letters, papers (including all copies, summaries and extracts) within your possession or control belonging or relating to the affairs and business of the Company and its clients. You agree that the Company may deduct the cost of replacement of any items not returned, or repair of items that are returned damaged, on termination of your employment from your salary or any monies owed to you. You agree to any such deduction pursuant to part II of the Employment Rights Act 1996.

13.5. Lost property

If you find any items of lost property they should be handed to your Line Manager, who will retain the items for three weeks. The property may then be handed over to the police lost property.

14.0. Grievance procedure

We recognise that from time to time you may wish to raise issues relating to your employment, or discuss matters that are causing personal concern. It is our policy to encourage free communication between employees and their managers to ensure that any problem or issue arising during the course of employment can be resolved as fairly as possible, as soon as possible.

Informal

In order to achieve a speedy resolution of any problem or issue that you may have, you should start by having an informal discussion with your Line Manager. Having an informal discussion can quite often solve the problem. Should your grievance concern your Line Manager then the matter should be raised with your Operations Manager/ Facilities Manager.

Step 1

If the matter cannot be resolved by informal discussion or if you are not satisfied with the outcome of the informal discussion, then you must inform your Line Manager that you wish to take the matter further and submit a formal written grievance within 14 days. You should try to explain fully the nature of your complaint and send the written grievance to your Operations Manager / Facilities Manager. Where you are unable to formulate a written grievance due to a disability you should see a member of management who will assist you.

Step 2

Every effort will be made to resolve your grievance at a formal hearing within 7 days. At the hearing, you have the right to be accompanied by either an ASG work colleague or an accredited Trade Union representative.

All grievance proceedings and records will be kept confidential.

You will receive the outcome of the hearing in writing wherever possible within 7 days of the hearing.

Step 3

Following the grievance meeting, you will be informed of the person to whom you can send a written appeal if you are still not entirely satisfied or consider you have not been fairly treated. Your written appeal should say why you are appealing against the decision and needs to be sent within 7 days of you receiving the outcome of the hearing in writing.

At the appeal hearing, you have the right to be accompanied by either an ASG work colleague or an accredited Trade Union representative.

You will receive the outcome of the appeal hearing in writing wherever possible within 7 days of the hearing.

The decision of the person dealing with the appeal is final.

15.0. Harassment and bullying

15.1. Introduction

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. Harassment can take many forms, occur on a variety of grounds and may be directed at an individual or a group of individuals. It is the act itself and the impact on the individual, not the intentions of the perpetrator, which determines what constitutes harassment. Everyone reacts differently, and what may not be offensive to one person may be offensive to another. Harassment may be unintentional on the part of the perpetrator.

Harassment and bullying based on race, nationality, ethnic origin, religion or belief, gender, marital status, sexual orientation, disability, age, part-time status or trade union activities or even personal characteristics, breaches our Equal Opportunity Policy, interferes with an individual's work performance and affects health, confidence and morale. We do not tolerate such behaviour, and will take disciplinary action against employees who breach this policy. If the perpetrator is not an employee of the Company, we will take whatever steps are reasonably practicable to protect you from the harassment in the course of your employment.

15.2. Responsibility of managers and all employees

- a) Staff in supervisory or management positions must ensure that, as far as they are able, they act immediately if they become aware of any harassment or bullying taking place and are supportive towards any employee who complains.
- b) All employees have a responsibility to understand and comply with this policy at all times, and to report any harassment or bullying they are aware of within the workplace to your Line Manager. Harassment and bullying may occur between employees outside working hours, for example at work related social functions, and this should also be reported.

15.3. Identifying harassment and bullying

Generally, harassment means conduct which is unwanted or offensive to the recipient. For example, sexual attention becomes sexual harassment if it persists once it has been made clear that the recipient regards it as offensive or unwelcome. One incident alone may constitute sexual harassment if it is sufficiently serious. Victimisation or making fun of an employee who has complained in good faith of bullying or harassment is in itself an act of harassment.

The following are examples of unacceptable conduct that will amount to a breach of this policy. These examples are not exhaustive and there may be others.

- a) **PHYSICAL and NON-VERBAL CONDUCT:** Unnecessary touching, patting, pinching or pushing, compromising personal space, assault or simulating sexual acts or ignoring an individual. Displaying suggestive or offensive pictures, objects or written materials, leering, whistling and suggestive or offensive gestures and inappropriate use of emails.
- b) **VERBAL CONDUCT:** Persistent requests to join in social activities (after it has been made clear that such requests are unwelcome) or other advances or unwelcome attention of a personal nature, offensive and suggestive remarks, threats, intimate questions, innuendoes, lewd comments, obscene jokes or foul language or inciting racial hatred or racial or sexual abuse, derogatory language and inappropriate comments about dress, appearance or physique.

15.4. What to do if you feel you are subject to harassment

15.4.1 Informal procedure

If you believe you are the victim of conduct that constitutes harassment or bullying, you should make it clear to the perpetrator that you find such conduct unwelcome or offensive. This may be sufficient to stop the harassment. Where the harassment continues or where it is difficult or inappropriate for you to raise the issue with the perpetrator (for example, where that person is in a senior position or is not an employee of the Company), you should report the matter verbally to your Line Manager. If you do not wish to make a formal written complaint then the person dealing with the issue may deal with the matter on an informal and confidential basis by speaking to the perpetrator on your behalf.

15.4.2 Formal procedure

If you wish to make a formal complaint, this should be made in writing to your Line Manager. The issue will then be processed within the Grievance Procedure. Where you wish to raise a formal complaint against your Line Manager, the matter should be reported to a Director of the Company. As far as is reasonably practicable, confidentiality will be preserved. During any investigation the Company may suspend the alleged perpetrator on full pay and benefits or temporarily re-deploy them. Suspension or temporary redeployment during investigation is a precautionary measure only and is not considered disciplinary action.

15.4.3 Outcomes

Following completion of the investigation, if the complaint is substantiated, disciplinary action may be taken against the perpetrator. You will be notified of the outcome of the investigation. Serious incidents (even of a one-off nature) can constitute gross misconduct for which the perpetrator may be dismissed without notice.

16.0. Disciplinary rules and procedures

The disciplinary procedure establishes a process by which breaches of disciplinary standards can be dealt with fairly and consistently. It is our policy to ensure employees adhere to the required standards of conduct, performance and attendance. We reserve the right to vary the disciplinary procedure to take account of your length of service. If you have less than 24 months service, we reserve the right to dismiss you without having issued any previous warnings. However, you will retain the right to put forward your case and the right of appeal. The Company may commence the Disciplinary Procedure, depending on the circumstances, at any of the following levels.

16.1. Categories of misconduct

16.1.1 Gross misconduct

Below is a list of possible acts, which we consider to be gross misconduct, which entitles the Company to dismiss without notice. The list is not intended to be exhaustive as it is impossible to list all offences that may result in disciplinary action:

- a) Theft, fraud and deliberate falsification of records (including start & finish times).
- b) Physical violence or serious threats of physical violence.
- c) Serious bullying, harassment or discriminatory behaviour.
- d) Deliberate damage to property.
- e) Serious insubordination or wilful refusal to obey a reasonable instruction (including failure to attend a disciplinary hearing without good reason).
- f) Misuse of Company property /software/copyright or name.
- g) Bringing the employer/company into disrepute.
- h) Being unfit to work through drink or drugs, or being found in possession of unsealed alcohol, illegal drugs, or obscene material at work.
- i) Serious negligence, including reckless driving on business journeys or at any time in a Company vehicle, which causes or might have caused unacceptable loss, damage or injury. This includes site-based vehicles.
- j) Breach of non-solicitation, confidentiality, or non-competition clauses.
- k) Serious infringement of health and safety rules.
- l) Serious breach of the Company computer policy including abuse of email and internet facilities.
- m) Allowing non-employees to attend client or supplier premises without authorisation from the Company.
- n) Carrying out additional work for customers, or potential customers for your own personal gains, without authorisation from the Company.
- o) Smoking in areas where smoking is not permitted and outside of authorised breaks.
- p) Failure to attend appointments without notifying the Company.
- q) Serious breach of confidence (subject to the Public Interest (Disclosure) Act 1998).
- r) Unauthorised absence (see section headed 'Absence' above).

16.1.2 Serious misconduct

This includes acts that fall short of gross misconduct, but which are so serious that they would justify the Company moving straight to issuing a final written warning. For example:

- a) Leaving your place of work without authority.
- b) Insubordination which is not wilful, i.e. you openly refuse to do something but agree reluctantly when faced with suspension.
- c) Failure to report damage to Company or customer property.
- d) Defacing or removing 'no-smoking' signs.
- e) Persistent or serious breaches of Company procedures.

- f) Neglect of duty, etc.

This list is not exhaustive.

16.1.3 Misconduct

This covers minor or less serious breaches of Company rules and procedures such as:

- a) Persistent lateness, absence or sickness.
- b) Minor breaches of procedure.

Again, this list is only a guide and is not exhaustive.

16.2. Suspension

If allegations of gross misconduct or serious misconduct are made, the Company may suspend you while further investigations are carried out.

Suspension will be on full pay; this does not imply any determination of guilt or innocence, as it is merely a holding measure pending further investigation.

16.3. Disciplinary procedure

The disciplinary procedure is designed to help and encourage all employees to achieve and maintain the standards of conduct, attendance and performance of the Company. It should be seen as a corrective procedure ensuring all employees are treated fairly.

It is important that you read and understand the following principles and procedures, as they constitute an important part of your terms and conditions of employment.

We believe that the following disciplinary procedures should be followed in order to resolve any problems relating to conduct or performance fairly. Disciplinary action will normally follow the procedure below. However, the Company reserves the right to vary the disciplinary procedure. The disciplinary procedure may also vary depending on the seriousness of the allegations of misconduct/capability to be addressed:

- a) You will be notified in writing of the allegations and no hearing will take place until a minimum of 48 hours has elapsed.
- b) You will be provided with information relating to the allegation prior to the hearing.
- c) You will have the right to be accompanied at the hearing by an ASG work colleague of your choice or an accredited Trade Union representative.
- d) You or your representative may ask questions or make statements; the representative cannot answer questions on behalf of the employee.
- e) Any decision made will be based on a reasonable belief, the balance of probability and on the evidence presented.
- f) The result of any disciplinary hearing will be confirmed in writing.
- g) You have the right to appeal any decision by applying in writing within 7 days of the decision stating your reasons for appealing.

Failure to attend a disciplinary hearing and to do so, without good reason, is deemed to constitute a failure to follow a reasonable management instruction and can amount to gross misconduct. In these circumstances your failure to attend will be considered alongside the reasons for the disciplinary hearing and a decision may be made in your absence.

16.3.1 Stage one - verbal warning

In the case of conduct, performance or attendance not reaching the required standard, the problem will be discussed with you and you will be given the opportunity to provide a satisfactory explanation at a disciplinary hearing. If you are unable to provide a reasonable explanation and the hearing concludes reasonably that you are at fault, a verbal warning will be issued. A written copy will be given to you and retained on your personnel file for a period of up to 6 months. You will have the opportunity to appeal this decision.

16.3.2 Stage two - written warning

In the case where insufficient improvement has been made following a verbal warning or the conduct is potentially sufficiently serious to warrant bypassing the verbal warning stage, a disciplinary hearing will be held. As a result of this, if your explanation for your conduct is unsatisfactory and the hearing concludes that your performance or conduct was at fault, you will be issued with a written warning detailing the complaint and the required improvement or change in behaviour. Again you will have the right to appeal against the disciplinary decision. A copy of the written warning will be kept on your personnel file for a period of 12 months.

16.3.3 Stage three - final written warning

If there is still insufficient improvement or change in behaviour during the term of a prior warning, or where the conduct is potentially sufficiently serious to warrant bypassing stages one and two of the disciplinary procedure, a disciplinary hearing will be held. If there is no satisfactory explanation for the conduct or poor performance at the hearing, a final written warning will be issued. The final written warning will give details of the complaint and warn you that failure to improve or modify your behaviour may lead to your dismissal, or to some other action short of dismissal. Again, you will have the right to appeal against the decision. The final written warning will normally remain on your personnel file for a period of 12 months.

16.3.4 Stage four - dismissal

If you still fail to meet the necessary standard of conduct or performance required by the Company, or you commit another act of misconduct or your conduct is potentially so serious as to warrant bypassing the first three stages of the disciplinary procedure, a Final disciplinary hearing will be held. You will be given every opportunity to offer an explanation for your failure to meet the required standards at the final disciplinary hearing. The Company will ensure that fair and reasonable notice of the time and date of the hearing is given and wherever possible the disciplinary hearing will be held during your normal hours of work. You will be given as much information as possible regarding the allegations of misconduct as well as any documentation detailing the shortfall in performance or conduct that will form the basis of the disciplinary hearing. If there is no satisfactory explanation for the conduct or performance then you may be dismissed with notice, unless it is gross misconduct where you will be dismissed summarily.

As soon as reasonably practical you will be provided with the reasons for your dismissal, the date on which your employment will terminate, and the name of the person to whom you may submit your appeal in writing (see Appeals Procedure).

16.4. Other possible sanctions

The Company reserves the right to consider demotion and commensurate reduction in your salary or to impose the penalty of suspension without pay for up to a maximum of 5 working days as a direct alternative to dismissal.

16.5. Appeals procedure

The purpose of an appeal hearing is to review any penalty imposed at the disciplinary hearing. It cannot increase the penalty.

At each stage of the disciplinary procedure you will have the right to appeal. If you wish to do so you should inform the specified person and we ask that this is done within 7 days of your receipt of written confirmation of the disciplinary decision taken against you. Ideally, your appeal should be in writing and include the reason/s why you feel the decision is unfair or inappropriate in relation to the misconduct addressed at the disciplinary hearing. You should also detail any new information or evidence that will support your appeal, including the names of any witnesses. This is to ensure there is sufficient time to investigate any new information before the appeal meeting. You will have the right to be accompanied by a fellow ASG employee or an accredited Trade Union representative at the appeal stage.

The decision of the person dealing with your appeal is final.

17.0. Capability policy

17.1. Purpose of policy

We recognise that our employees are vital to our success, and are committed to ensuring that you have the necessary skills, knowledge and aptitude to undertake your role effectively. If an employee performs below reasonable expectations it is the responsibility of management to let the employee know and to work with the employee in trying to improve their performance.

This policy is intended to ensure that cases of under-performance are dealt with fairly and consistently, with the emphasis on supporting and encouraging employees in improving performance, and creating a framework within which performance can be properly evaluated. We reserve the right to vary the procedure set out below when dealing with performance issues. If you have less than 24 months service we reserve the right to dismiss you without having issued any previous warnings.

17.2. Procedure

17.2.1 Informal stage

If you are not performing to an acceptable level, an informal discussion will take place. This is to explain how you are underperforming, provide evidence, and allow you to put forward an explanation. You will be set a reasonable timescale for improvement, taking into account the work and your skills, qualifications and experience.

17.2.2 Formal stage 1

If there has not been a satisfactory improvement by the end of the given timescale, or if your underperformance is sufficiently serious to warrant immediate formal action, you will be invited to a formal meeting to discuss the matter. You will be reminded of the steps taken so far to help you improve performance and the timescale allowed. You will then be given the opportunity to explain your position.

If, having heard any explanations, concerns remain; a verbal warning will be issued. A written copy will be given to you and retained on your personnel file for a period of up to 6 months. Further consideration will be given to any training or other support necessary to achieve an improvement, and a reasonable timescale will be set. A review meeting will normally be arranged.

17.2.3 Formal Stage 2

If there has been insufficient improvement in performance within the timescale set, a second formal meeting will take place. At that meeting, you will be reminded of previous steps taken to improve performance and the timescale allowed. You will then be given the opportunity to explain your position.

If concerns remain, a written warning will be issued. A copy of the written warning will be kept on file for 12 months. You will be informed that your employment will be at risk if satisfactory performance cannot be achieved and maintained. Further consideration will be given to any training or other support necessary to achieve an improvement, and a reasonable timescale will be set. A review meeting will normally be arranged.

17.2.4 Formal Stage 3

If there has been insufficient improvement within the timescale following the warning, a further formal meeting will take place. At this meeting, Company will review the case history, the steps taken to support you and the improvement obtained. You will then be given an opportunity to respond. If there is no acceptable

explanation for the poor performance, a final written warning will be issued. This will warn you that failure to improve may lead to your dismissal. The final written warning will normally remain on file for 12 months.

17.2.5 Formal Stage 4

If there has been insufficient improvement following the final warning, a final formal meeting will take place. At this meeting, Company will review the case history, the steps taken to support you and the improvement obtained. A decision will be made to either dismiss you on the grounds of capability or to extend the final written warning. Redeployment may also be considered. The Company will confirm the decision and the reasons in writing.

17.3. Right to be accompanied

You will be given the opportunity to be accompanied at all formal stage meetings by an ASG work colleague or an accredited Trade Union Representative.

17.4. Appeal

You will have the opportunity to appeal the decision made at each formal stage and will be advised at the formal meeting and in the written confirmation of the decision who that appeal should be addressed to.

18.0. Termination of employment

18.1. Redundancy

A redundancy situation arises where there is a closure of the business, closure of an employee's workplace, or where there is a diminishing need for employees to carry out work of a particular kind. We will endeavour to take all reasonable steps to avoid compulsory redundancies. If a redundancy situation arises the following steps will be considered to prevent compulsory redundancy:

- a) Reduction in or a freeze on overtime.
- b) Lay-off or short time working (without pay) other than Statutory Guarantee Pay.
- c) We will seek to find volunteers for redundancy as the first step, but reserve the right to refuse particular volunteers if the needs of the Company require it.

In the case of compulsory redundancy, we will ensure that employees are fully consulted both individually and, if necessary, collectively. A method of selection will be discussed and adopted and the availability of alternative work will be considered. We will make sure you are given every opportunity to put forward any views of your own during consultation. No decision on job losses will be made until the end of the consultation period.

The Company will pay redundancy pay at the statutory rate. Any payment in excess of this will be entirely at the Company's discretion.

18.2. Resignation

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

18.3. Lay-off / short time working

If a situation arises where there is a reduction of work, or there is an occurrence that may affect the normal running of the Company, we reserve the right, in line with your terms and conditions of employment, to:

- a) Lay-off without pay, other than the Statutory Guarantee Pay.
- b) In any 3-month period the Company will pay up to 5 days' Statutory Guarantee Pay at the current Government regulated rate. If the Lay-off lasts longer than 5 days you will be given a letter to take to the Benefits Agency. Even though you are still an employee of the Company you should still be able to "sign on" as temporarily unemployed.

18.3.1 Implement shorter working hours

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

19.0. Leaving the company

19.1. General

The details of your notice are in your terms and conditions of employment. If you leave the Company without working, or giving the required notice, and the Company incurs any additional expense(s) from covering your duties during your notice period because you have failed to work it, then these costs will be deducted from any wages or monies owed to you. You agree to any such deduction pursuant to Part II of the Employment Rights Act 1996.

If your employment is terminated due to redundancy, the same rules regarding notice will apply.

If you are dismissed for gross misconduct you will not be entitled to notice or notice pay.

Those with a Company vehicle must return it on the day of termination, cleaned inside and out.

19.2. Garden leave

We reserve the right to place an individual who is on notice on "Garden Leave", i.e. during your notice period, the Company may require you to neither attend your place of work, nor to contact customers, and may not provide you with any work or may provide you with alternative work of a broadly similar nature. This right is exercisable at the absolute discretion of the Company. Whilst on "Garden Leave" you will receive your basic pay and still be subject to the Company's rules and disciplinary procedures.

19.3. Pay in lieu of notice

We reserve the right to make a payment in lieu of notice for all or any part of your notice period on the termination of your employment. This provision, which is at the Company's discretion, applies whether notice to terminate the contract is given by you or the Company. Any such payment will consist solely of basic salary and shall be subject to such deductions of Income Tax and National Insurance contributions as the Company is required or authorised to make.

19.4. References

If you have left to join a new Company, the prospective employer will usually request a reference. We will check that you consent to us providing a reference. All references will be true, accurate, fair and non-discriminatory.

We operate a strict policy of only providing factual information relating to employment dates for current or former employees. Requests should go to the employee's Line Manager who will provide the information and explain this policy.

Where managers are asked to provide a reference in a personal capacity (e.g., as a friend) for past or present employees, they must make this clear and not under any circumstances use our headed paper.

Reference requests from banks, building societies, other lenders or landlords should be provided to the Payroll Manager.

19.5 Retirement

For employees who have reached or are approaching retirement, we will support this major change in your life and will develop an individual plan to meet each person's needs. This may include a phased reduction in working hours, financial planning assistance and lifestyle guidance.

19.6 Final Salary P45

Your final salary will be paid at the usual time and will take into account any adjustments in respect of overpayment to you, monies owed by you or by us, or outstanding holiday pay. Your P45 will be prepared at the same time and forwarded to your home address.

20.0. Statements to the media

You should note that the Directors are the only persons authorised to give statements about the Company or matters connected with the Company to reporters from the newspapers, radio, television etc.

Any request from any representative of the media for information, statements or comment about the Company must be referred to the Directors.

21.0. Intellectual property rights

Any invention, improvement, design, process, information, copyright work, trade mark or trade name or set-up made, created or discovered by the employee in the course of their employment (whether capable of being patented or registered or not) in conjunction with or in any way affecting or relating to the business of the employer or of any associated Company or capable of being used or adapted for use in or in connection with such business (Intellectual Property Rights) shall be disclosed immediately to the Company and shall (subject to section 39 to 43 Patents Act 1977) belong to and be the absolute property of the employer or such associated Company as the employer may direct.

22.0. Confidentiality

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

- a) Marketing and sales policies or information.
- b) Pricing information.
- c) Customer or customer information.
- d) Supplier information.
- e) Accounts information.
- f) Technical information.

The affairs of the Company's customers are also private and any information that you obtain about customers during the period you are employed must be regarded as confidential. For the avoidance of any doubt, this includes all information belonging to customers relating to their business activities.

When working on customers' sites or projects, you are in a position of trust and it is essential that the confidentiality of any information you may come across in the course of our work is maintained, for example, if you overhear a telephone conversation you must not reveal any of the content of that conversation to anyone.

You must respect the confidentiality of information held by our customers. You must not read any documentation on their premises that has not been given to you by the customer or this Company specifically to read (including but not limited to documents held in filing cabinets, left on desks and stored on computers). This is with the exception of general safety notices that are on display for general viewing.

The non-authorised recording or copying of confidential information belonging to customers of the Company by using, for example, computers, cameras or phones, may be considered a breach of confidentiality and lead to your dismissal.

You agree that during and after your employment you will not disclose any confidential information that has come to your attention during the course of your employment. You will at all times protect and maintain the confidentiality of the Company's information and that of its customers and may only disclose such information as required by law or as is necessary during the course of your duties with the Company. You understand that

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this obligation will continue at all times both during and after the termination of employment unless and until the information has come into the public domain.

The Company will regard any breach of this confidentiality policy as a disciplinary offence and serious breaches will lead to dismissal without notice for gross misconduct.

23.0 Data protection

The security and privacy of your data is taken seriously by us, but we need to gather and use information or 'data' about you as part of our business and to manage our relationship with you. We are committed to complying with all our Data Protection legal obligations

This Policy applies to current and former employees, workers, volunteers, interns, apprentices and consultants. If you fall into one of these categories, then you are a 'data subject' for the purposes of this Policy. You should read this Policy alongside your contract of employment (or contract for services) and any other notice we issue to you from time to time in relation to your data.

The Company has separate policies and Privacy Notices in place in respect of customers, suppliers and other categories of data subject. A copy of these can be obtained from the person responsible for data in the Company.

The Company has taken steps to protect the security of your data in accordance with our Data Protection Policy. We train staff about their Data Protection responsibilities as part of the induction process. We will only hold data for as long as necessary for the purposes for which we collected it.

The Company is a '**data controller**' for the purposes of your personal data. This means that we determine the purpose and means of the processing of your personal data.

This Policy explains how the Company will hold and process your information. It explains your rights as a data subject. It also explains your obligations when obtaining, handling, processing or storing personal data in the course of working for, or on behalf of, the Company.

This Policy does not form part of your contract of employment (or contract for services if relevant) and can be amended by the Company at any time.

23.1 Data Protection Principles

Personal data must be processed in accordance with six '**Data Protection Principles.**' It must:

- Be processed fairly, lawfully and transparently
- Be collected and processed only for specified, explicit and legitimate purposes
- Be adequate, relevant and limited to what is necessary for the purposes for which it is processed
- Be accurate and kept up to date. Any inaccurate data must be deleted or rectified without delay
- Not be kept for longer than is necessary for the purposes for which it is processed
- Be processed securely.

We are accountable for these principles and must be able to show that we are compliant.

23.4 How we define personal data

'**Personal data**' means information which relates to a living person who can be **identified** from that data (a '**data subject**') on its own, or when taken together with other information which is likely to come into our possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.

This Policy applies to all personal data whether it is stored electronically, on paper or on other materials.

This personal data might be provided to us by you, or someone else (such as a former employer, your Doctor, or a credit reference agency), or it could be created by us. It could be provided or created during the recruitment process or during the course of the contract of employment (or services) or after its termination. It could be created by your Manager or other colleagues.

The types of personal data we collect and use about you is included in the Privacy Notice that is issued with your contract of employment.

23.5 How we define special categories of personal data

'Special categories of personal data' are types of personal data consisting of information as to:

- Your racial or ethnic origin
- Your political opinions
- Your religious or philosophical beliefs
- Your trade union membership
- Your genetic or biometric data
- Your health
- Your sex life and sexual orientation
- Any criminal convictions and offences.

We may hold and use any of these special categories of your personal data, as detailed in the Privacy Notice, in accordance with the law.

23.6 How we define processing

'Processing' means any operation which is performed on personal data such as:

- Collection, recording, organisation, structuring or storage
- Adaption or alteration
- Retrieval, consultation or use
- Disclosure by transmission, dissemination or otherwise making available
- Alignment or combination
- Restriction, destruction or erasure.

This includes processing personal data which forms part of a filing system and any automated processing.

23.7 How we will process your personal data

The Company will process your personal data (including special categories of personal data). We will use your personal data for:

- Performing the contract of employment (or services) between us
- Complying with any legal obligation
- Or if it is necessary for our legitimate interests (or for the legitimate interests of someone else).
However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing.

We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

Examples of when we might process your personal data can be found in the Privacy Notice. We will only process special categories of your personal data in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we asked for your consent to process a special category of personal data, then we would explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose by contacting the person responsible for data in the Company.

We do not need your consent to process **special categories** of your personal data when we are processing it for the following purposes, which we may do:

- Where it is necessary for carrying out rights and obligations under employment law

- Where it is necessary to protect your vital interests or those of another person where you/they are physically or legally incapable of giving consent
- Where you have made the data public
- Where processing is necessary for the establishment, exercise or defence of legal claims
- Where processing is necessary for the purposes of occupational medicine or for the assessment of your working capacity.

We might process special categories of your personal data for the purposes stated in the Privacy Notice, in particular, we may use information in relation to:

- Your race, ethnic origin, religion, sexual orientation or gender to monitor equal opportunities
- Your sickness absence, health and medical conditions to monitor your absence, assess your fitness for work, to pay you benefits, to comply with our legal obligations under employment law including to make reasonable adjustments and to look after your health and safety
- Your trade union membership to pay any subscriptions and to comply with our legal obligations in respect of trade union members.

We do not take automated decisions about you using your personal data or use profiling in relation to you.

23.8 Sharing your personal data

Sometimes we might share your personal data with group companies or our business partners, contractors and agents to carry out our obligations under our contract with you or for our legitimate interests.

We require those companies to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.

We use the following contractors to carry out our Company business:

- Outsourced HR Company- HR Dept

We do not send your personal data outside the European Economic Area. If this changes you will be notified of this and the protections which are in place to protect the security of your data will be explained.

23.9 How you should process personal data for the Company

Everyone who works for, or on behalf of, the Company has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this Policy and the Company's IT Security and Data Retention Policies.

The Director is responsible for reviewing this Policy on the Company's Data Protection responsibilities and any risks in relation to the processing of data. You should direct any questions in relation to this Policy or Data Protection to this person and address any written requests to them.

You should only access personal data covered by this Policy if you need it for the work you do for, or on behalf of the Company and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.

- You should not share personal data informally
- You should keep personal data secure and not share it with unauthorised people
- You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change
- You should not make unnecessary copies of personal data and should keep and dispose of any copies securely

- You should use strong passwords
- You should lock your computer screens when not at your desk
- Consider anonymising data or using separate keys/codes so that the data subject cannot be identified
- Do not save personal data to your own personal computers or other devices
- Personal data should never be transferred outside the European Economic Area except in compliance with the law and authorisation of the person responsible for data in the Company
- You should lock drawers and filing cabinets. Do not leave paper with personal data lying about
- You should not take personal data away from Company's premises without authorisation from your Line Manager or of the person responsible for data in the Company
- Personal data should be shredded and disposed of securely when you have finished with it
- You should ask for help from the person responsible for data in the Company if you are unsure about Data Protection or if you notice any areas of Data Protection or security we can improve upon
- Any deliberate or negligent breach of this Policy by you may result in disciplinary action being taken against you in accordance with our disciplinary procedure
- It is a criminal offence to conceal or destroy personal data which is part of a Subject Access Request (see below). This conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal

23.10 How to deal with data breaches

We have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur (whether in respect of you or someone else) then we must take notes and keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals, then we must also notify the Information Commissioner's Office within 72 hours.

If you are aware of a data breach you must contact the person responsible for data immediately and keep any evidence you have in relation to the breach.

23.11 Subject Access Request

Data subjects can make a '**Subject Access Request**' ('SAR') to find out the information we hold about them. This request must be made in writing. If you receive such a request, you should forward it immediately to the person responsible for data in the Company who will coordinate a response.

If you would like to make a SAR in relation to your own personal data, you should make this in writing to the person responsible for data in the Company. We must respond within one month unless the request is complex or numerous, in which case the period in which we must respond can be extended by a further two months.

There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive, we may charge a reasonable administrative fee or refuse to respond to your request.

Your data subject rights

- You have the right to information about what personal data we process, how and on what basis as set out in this Policy
- You have the right to access your own personal data by way of a Subject Access Request (see above)
- You can correct any inaccuracies in your personal data. To do this, you should contact the person responsible for data in the Company

- You have the right to request that we erase your personal data where we were not entitled under the law to process it or it is no longer necessary to process it for the purpose it was collected. To do so, you should contact the person responsible for data in the Company
- While you are requesting that your personal data is corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted. To do so, you should contact the person responsible for data in the Company
- You have the right to object to data processing where we are relying on a legitimate interest to do so, and you think that your rights and interests outweigh our own and you wish us to stop
- You have the right to object if we process your personal data for the purposes of direct marketing
- You have the right to receive a copy of your personal data and to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month
- With some exceptions, you have the right not to be subjected to automated decision-making
- You have the right to be notified of a data security breach concerning your personal data
- In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact the person responsible for data in the Company
- You have the right to complain to the Information Commissioner. You can do this by contacting the Information Commissioner's Office directly. Full contact details including a helpline number can be found on the Information Commissioner's Office website (www.ico.org.uk). This website has further information on your rights and our obligations.

24.0 Protected disclosure or “whistle blowing”

We encourage an open culture in all our dealings. Effective and honest communication is essential if malpractice is to be effectively dealt with. The procedure below provides guidelines to all our employees, casual/temporary agency staff, freelancers, trainees, home workers and contractors who feel they need to raise certain issues in confidence.

Should you wish to raise legitimate concerns about specified matters, you are protected as an employee from being dismissed by us or being subjected to detrimental treatment or being victimised, provided certain criteria are met. Certain kinds of disclosures qualify for protection, and these are set out below. These are disclosures of information which you reasonably believe are made in the public interest. They tend to show one or more of the following relevant failures is either happening now, took place in the past, or is likely to happen in the future:

- A criminal offence has been committed including offences such as theft, fraud or acts of bribery.
- A person has failed, is failing, or is likely to fail to comply with a legal obligation which they are subject to.
- A miscarriage of justice.
- A danger to health and safety of any individual.
- Damage to the environment.
- Deliberate covering up of information tending to show any of the above five matters.

The procedure is not a substitute for the Disciplinary and Grievance policy and is not a channel for you to raise matters in relation to your terms and conditions of employment. The procedure allows you to have your concerns treated in confidence.

Your protection

If you raise a genuine concern, you will not be at risk of damaging your position as a result. Provided you are acting in the public interest it does not matter whether or not your concern proves to be well founded. You must however make your complaint to the right person and in the right way as detailed in this Policy. We do not extend this assurance to someone who acts from an improper motive and raises a matter they know to be untrue.

Your confidence

We will not tolerate the victimisation of anyone raising a genuine concern and anyone responsible for such conduct will be subject to disciplinary action. You may decide that you want to raise a concern in confidence. Therefore, if you ask for your identity to be protected, it will not be disclosed without your agreement. If a situation arises where it is not possible to deal with the concern without revealing your identity (for instance, because your evidence is needed in court or a disciplinary hearing), there will be a discussion as to whether and how we can proceed. This policy does not cover the situation where information about malpractice is received anonymously. However, discretion will be used in the investigation of such information.

How to raise your concern

Stage 1: Internal line management

If you have a concern about malpractice, we hope you will feel able to raise it first with your Line Manager or a more senior manager. This should be done in writing. It will help if you state the facts of the matter clearly. You can outline how you would like it to be investigated. If you have a direct or personal interest in the matter, you should also tell us at this stage.

Stage 2: Alternative contacts

If you feel unable to raise the matter with someone in your line management, for whatever reason, please speak to Simon Hawkins, Operations Director.

If you want to raise the matter in confidence, we will ensure that practical measures are put in place to protect your identity. We will contact you by the most secure means. We will not disclose your identity without your agreement, unless we are required to do so by law.

Once you have reported your concern, we will look into it to assess what action should be taken initially. If your concern falls more appropriately within other policies, we will tell you. A manager will be asked to carry out the investigation.

The disclosure will be treated seriously and promptly investigated. As part of the process the worker will be interviewed and asked to provide a written statement.

Once we have finalised the investigation, any necessary action will be taken.

While the purpose of this policy is to enable us to investigate possible malpractice and take appropriate steps to deal with it, we will give you as much feedback as we properly can. If requested, we will confirm our response to you in writing. Please note, however, that we may not be able to tell you the precise action we take where this would infringe a duty of confidentiality owed by us to someone else.

If you are dissatisfied

If you are unhappy with our response, you may then go to the proper authority. However, we do ask that matters are reported to us in the first instance. While we cannot guarantee that we will respond to all matters in the way that you might wish, the matter will be handled fairly and properly. By using this policy, you will help us to achieve this.

Type of employment record	Retention period
<p>Recruitment records including but not limited to:</p> <ul style="list-style-type: none"> • Completed online application forms or CVs. • Equal opportunities monitoring forms. • Assessment exercises or tests. • Notes from interviews and short-listing exercises. • Pre-employment verification of details provided by the successful candidate. For example, checking qualifications and taking up references. (These may be transferred to a successful candidate’s employment file.) • Criminal records checks. (These may be transferred to a successful candidate’s employment file if they are relevant to the ongoing relationship.) 	<p>Six months after notifying candidates of the outcome of the recruitment exercise.</p>

Immigration checks	Two years after the termination of employment.
Contracts	While employment continues and for six years after the contract ends.
Payroll and wage records	
PAYE records	These must be kept for at least three years after the end of the tax year to which they relate. However, given their potential relevance to pay disputes they will be retained for six years after employment ends.
Other payments	While employment continues and for six years after employment ends.
Records in relation to hours worked and payments made to workers	These must be kept for three years beginning with the day on which the pay reference period immediately following that to which they relate ends. However, given their potential relevance to pay disputes they will be retained for six years after the working relationship ends.
Current bank details	Bank details will be deleted as soon after the end of employment as possible once final payments have been made.
Payroll and wage records	These must be kept for six years from the financial year-end in which payments were made. However, given their potential relevance to pay disputes they will be retained for six years after employment ends.
Personnel records	
<p>These may include:</p> <ul style="list-style-type: none"> • Qualifications/references. • Consents for the processing of special categories of personal data. 	While employment continues and for six years after employment ends.

<ul style="list-style-type: none"> • Annual leave records. • Annual assessment reports. • Disciplinary procedures. • Grievance procedures. • Death benefit nomination and revocation forms. • Resignation, termination and retirement. • Working Time Opt Outs 	
<p>Records in connection with working time</p>	
<p>Records to show compliance</p>	<p>Two years after the relevant period.</p>
<p>Maternity records</p>	
<p>These may include:</p> <ul style="list-style-type: none"> • Maternity payments. • Dates of maternity leave. • Period without maternity payment. • Maternity certificates showing the expected week of confinement. 	<p>Three years after the end of the tax year in which the maternity pay period ends.</p>
<p>Accident records</p>	
<p>These are created regarding any reportable accident, death or injury in connection with work.</p>	<p>For at least three years from the date the report was made.</p>

Review

The Company’s data protection officer, Tom Bowskill, is responsible for reviewing this policy. You should direct any questions in relation to this policy or data protection to this person and address any written requests to them.

25. Anti-bribery policy

25.1 Introduction

One of the Company's core values is to uphold sound, responsible and fair business operations. It is committed to promoting and maintaining the highest possible ethical standards in relation to all of its business activities. The Company's reputation for maintaining lawful business practices is of paramount importance to it and this policy is designed to preserve these values. The Company therefore has a zero tolerance policy towards bribery and corruption and is committed to acting fairly and with integrity in all of its business dealings and relationships wherever it operates and implementing and enforcing effective systems to counter bribery.

25.2 Purpose and scope

This policy sets out the Company's position on any form of bribery and corruption and provides guidelines aimed at:

- Ensuring compliance with anti-bribery laws, rules and regulations, not just within the UK, but also in any other country within which the Company may carry out its business or in relation to which its business may be connected.
- Enabling employees and persons associated with the Company to understand risks associated with unlawful conduct and to enable and encourage them to be vigilant and to effectively recognise, prevent, avoid and report any wrongdoing, whether by themselves or others.
- Providing suitable and secure reporting and communication channels and ensuring that any information that is reported is properly and effectively dealt with.
- Creating and maintaining a rigorous and effective framework for dealing with any suspected instances of bribery or other unethical conduct.

This policy applies to all permanent and temporary employees of the Company (including any of its intermediaries, subsidiaries or associated companies). It also applies to any individual or corporate entity associated with the Company or who performs functions in relation to, or for and on behalf of, the Company, including, but not limited to, Directors, agency workers, casual workers, contractors, consultants, seconded staff, agents, suppliers and sponsors ("associated persons").

All employees and associated persons are expected to adhere to the principles set out in this policy.

25.3 Legal obligations

The key UK legislation on which this policy is based is the Bribery Act 2010 and it applies to the Company's conduct both in the UK and abroad.

A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

It is an offence in the UK to:

- Offer, promise or give a financial or other advantage to another person (i.e. bribe a person) whether within the UK or abroad, with the intention of inducing or rewarding improper conduct.
- Request, agree to receive or accept a financial or other advantage (i.e. receive a bribe) for or in relation to improper conduct.
- Bribe a foreign public official.

You can be held personally liable for any such offence.

It is also an offence in the UK for an employee or an associated person to bribe another person in the course of doing business intending either to obtain or retain business, or to obtain or retain an advantage in the conduct of business, for the Company. The Company can be liable for this offence where it has failed to prevent such bribery by associated persons. As well as an unlimited fine, it could also suffer substantial reputational damage in connection with this offence.

25.4 Policy

All employees and associated persons are required to:

- Comply with any anti-bribery and anti-corruption legislation that applies in any jurisdiction in any part of the world in which they might be expected to conduct business.
- Act honestly, responsibly and with integrity.
- Safeguard and uphold the Company's core values by operating in an ethical, professional and lawful manner at all times.

Bribery of any kind is strictly prohibited. Under no circumstances should any provision be made, money set aside or accounts created for the purposes of facilitating the payment or receipt of a bribe.

The Company recognises that industry practices may vary from country to country or from culture to culture. What is considered unacceptable in one place may be normal or usual practice in another. Nevertheless, a strict adherence to the guidelines set out in this policy is expected of all employees and associated persons at all times.

If in doubt as to what might amount to bribery or other unethical conduct or might constitute a breach of this policy, you should refer the matter to your Line Manager or to *(name)*, the Company's Anti-Corruption Officer.

For the Company's rules and procedures in relation to the receipt of business gifts from third parties such as clients, customers, contractors and suppliers and corporate hospitality offered to or received from such third parties, please refer to the Company's Receipt of Gifts Policy and Corporate Hospitality Policy. These policies form part of the Company's zero tolerance policy towards any form of bribery and should be read in conjunction with this policy.

The giving of business gifts to clients, customers, contractors and suppliers is not prohibited provided the following requirements are met:

- The gift is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage.
- It complies with local laws.
- It is given in the Company's name, not in the giver's personal name.
- It does not include cash or a cash equivalent (such as gift vouchers).
- It is of an appropriate and reasonable type and value and given at an appropriate time.
- It is given openly, not secretly.
- It is approved in advance by a Director of the Company.

Essentially, it is not acceptable to give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given, or to accept a payment, gift or hospitality from a third party that you know or suspect is offered or provided with the expectation that it will obtain a business advantage for them.

For the avoidance of doubt, any payment or gift to a public official or other person to secure or accelerate the prompt or proper performance of a routine government procedure or process, otherwise known as a "facilitation payment", is also strictly prohibited. Facilitation payments are not commonly paid in the UK but they are common in some other jurisdictions.

25.4 Responsibilities and reporting procedure

It is the contractual duty and responsibility of all employees and associated persons to take whatever reasonable steps are necessary to ensure compliance with this policy and to prevent, detect and report any suspected bribery or corruption in accordance with the procedure set out in the Company's Public Interest Disclosure Policy. You must immediately disclose to the Company any knowledge or suspicion you may have that you, or any other employee or associated person, has plans to offer, promise or give a bribe or to request, agree to receive or accept a bribe in connection with the business of the Company. For the avoidance of doubt, this includes reporting your own wrongdoing.

The duty to prevent, detect and report any incident of bribery and any potential risks rests not only with the Directors of the Company but applies equally to all employees and associated persons.

The Company encourages all employees and associated persons to be vigilant and to report any inappropriate or unlawful conduct, suspicions or concerns promptly and without undue delay so that investigation may proceed and any action can be taken expeditiously. For example, if a client or potential client offers you something to gain a business advantage with the Company or indicates to you that a gift or payment is required to secure their business.

In the event that you wish to report an instance or suspected instance of bribery, you should follow the steps set out in the Company's Public Interest Disclosure Policy. Confidentiality will be maintained during the investigation to the extent that this is practical and appropriate in the circumstances. The Company is committed to taking appropriate action against bribery or other unethical conduct. This could include either reporting the matter to an appropriate external government department, regulatory agency or the police and/or taking internal disciplinary action against relevant employees and/or terminating contracts with associated persons.

The Company will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. It is also committed to ensuring nobody suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or corruption offence has taken place or may take place in the future.

All employees and associated persons must ensure that any contract or agreement entered into by them for or on behalf of the Company contains an appropriate clause aimed at ensuring that any third party to the contract is aware of and agrees to adhere to the contents of this policy and further, that the contract expressly sets out the consequences of non-compliance including, where appropriate, clear provision for terminating the contract in the event of non-compliance or the commission of any relevant bribery offence.

Record-keeping

All accounts, receipts, invoices and other documents and records relating to dealings with third parties must be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off the record" to facilitate or conceal improper payments.

25.5 Sanctions for breach

Breach of any of the provisions of this policy will constitute a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Depending on the gravity of the offence, it may be treated as gross misconduct and could render the employee liable to summary dismissal.

As far as associated persons are concerned, breach of this policy could lead to the suspension or termination of any relevant contract, sub-contract or other agreement with the associated person.

25.7 Ethical Policy

We have documented quality standards for levels of service given to customers. We monitor these standards and always seek to improve. Similarly, we have high expectations of all our managers and employees about the way in which they conduct their business transactions.

We do not support the offering or acceptance of personal gifts. Any gifts, favour or hospitality offered to a member of staff must be declared to your Operations Manager.

26.0 Equality & Diversity Policy

Everyone is Welcome.

We are an equal opportunities employer and actively support human rights and all equality legislation and promote diversity and inclusion throughout the company. Our ethos is to respect and value people's differences, and to help everyone achieve more at work as well as in their personal lives so that they feel proud of who they are and of the part they play in our success.

We believe that all decisions about people at work should be based on the individual's abilities, skills, performance and behaviour and our business requirements. We accept our legal obligations under the Equalities Act 2010, which makes it generally unlawful to discriminate directly or indirectly in recruitment, employment or after employment on the grounds of:

- Age.
- Disability.
- Gender Reassignment.
- Marriage & Civil Partnership.
- Pregnancy and Maternity.
- Race (which includes colour, nationality and ethnic or national origins).
- Sexual orientation.
- Sex.
- Religion or belief.

Upon joining, employees will be informed of our Equality and Diversity policy and that they are obligated to comply with its requirements and promote fairness in the workplace. We expect everyone in our team to adhere to our policy. Any form of discrimination, abuse or harassment will result in disciplinary action being taken, including dismissal for serious cases. The policy will also be drawn to the attention of all clients / subcontractors and visitors.

26.1 Transgender Employees/Gender Reassignment

If you inform us of any changes in your personal circumstances and/or intention to transition, we will discuss any support that may be required and adjustments that we could make to ensure that you are supported.

Your employee records will be updated upon request from yourself though we made need a legal name change for certain records (payroll, pension, etc.).

26.2 Names/Pronouns

Employees will be addressed by the name and pronoun that they choose.

26.3 Complaints

If you feel that you have been subjected to any form of harassment or discrimination, please raise this with your Line Manager immediately. Should you require it, our formal grievance procedures ensure sympathetic handling, and hopefully satisfactory resolution, for all aspects of employee concerns or dissatisfaction.

SELF-CERTIFICATION OF ABSENCE FORM

TO BE COMPLETED FOR ABSENCES OF UP TO SEVEN CONSECUTIVE DAYS

Employee name: _____

PERIOD OF ABSENCE

I certify that I was absent from work:

First day sickness: _____ Last day sickness: _____ Total days absent: _____

Record ALL days of sickness including weekends or non-working days.

Give brief details of the reason for absence which prevented you from attending work. (If off sick, words like ILL or UNWELL are not enough – please be specific.)

Did you visit your doctor *YES/NO. Date of visit: _____

Did you obtain a doctor's certificate *YES/NO. Attached *YES/NO

Doctor's name and address: _____

I declare this information is complete and accurate and that I am now fit to return to work.

Signed: _____ Date: _____

Countersigned: _____ manager/supervisor

No payment for any period of sick leave will be authorised unless this form is completed to the Company's satisfaction. Any false declaration on this form will be regarded as an act of misconduct and managed in line with the Disciplinary policy.



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