

**Cooper Construction Ltd**

**Team Handbook**

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# Welcome to Cooper Construction

## The Handbook

This Handbook contains our current policies and rules and has been designed to help you understand how the Company is organised, what standards and procedures you are expected to follow and what you can expect from us in return. We hope this will help our new staff to feel part of the team more quickly and be a gentle reminder to us all of the right way to work here.

As a Company we want to provide a working environment that is both challenging and enjoyable. On occasions you may need personal assistance for a variety of reasons, please talk to your manager about any problems you may have that affect your work.

## Everyone is welcome

Cooper Construction Ltd actively supports Human Rights, Age Discrimination, Sex Discrimination and Race Relations legislation. Our ethos is to respect and value people's differences, to help everyone achieve more at work as well as in their personal lives so that they feel proud of the part they play in business success. Our Grievance Procedures ensure sympathetic handling, and hopefully satisfactory resolution, for all aspects of employees concerns or dissatisfaction.

We believe that all decisions about people at work should be based on the individuals abilities, skills, performance and behaviour and our business requirements. Questions about an individual's race, colour, marital status, age, religion, sex or sexual orientation are never relevant to our business. Issues of disability should only be considered against the particular requirements of the job. Our policy must be strictly adhered to by all our team. Discrimination, abuse or harassment will result in disciplinary action being taken including dismissal for serious cases.

**Section 1**  
**From the Start**

## **References**

As detailed in your contract, your employment with Cooper Construction Ltd is subject to the receipt of satisfactory references.

In the event that we receive unsatisfactory references, we may end your employment or withdraw an offer of employment.

## **Medical Assessment**

If we have concern for an employee's or applicant's health we may require that a medical examination, by a Doctor or Occupational Health Professional appointed by the Company, be undertaken.

We will advise the applicant or employee on the medical advice received and will consider what, if any, appropriate action is to be taken. No applicant or employee with a disability will be unlawfully discriminated against.

## **Induction**

In order to welcome you to our team and ensure you settle in as quickly as possible, we will always take the time to introduce you to your colleagues and explain how the business operates day to day.

Everyone here is happy to help and answer any questions you may have relating to any aspect of your work, so please ask.

## **Probationary Period**

Starting a new job can be challenging and your employment is subject to the satisfactory completion of a probationary period, which is normally 13 weeks. This is the time for you to learn about your job and also for us to review your progress. During this period either you or the Company may terminate the employment by giving one week written notice. The probationary period may be extended for up to a further 13 weeks if we consider it appropriate to do so.

The full disciplinary and grievance procedure does not apply during the probationary period.

Upon the successful completion of the probationary period you will continue on the terms and conditions received at the commencement of employment.

## **Criminal Records**

In general cases, the Company has no right to interfere or comment on your conduct outside work. However, the Company reserves the right to terminate the employment of any member of staff who may be convicted of acts which throw doubt on his/her integrity or honesty; or for any sexual offence.

## **Dress Code**

We need to present a professional image and all employees are expected to arrive for work dressed in a manner appropriate to their duties.

Where clothing is provided by the company it is a condition of your contract of employment that it is worn and kept clean and in good repair.

All site workers must wear hard hats, safety foot ware and Hi-visibility vests while on all sites without exception. In hot weather, whilst we understand the need to be cool we would ask that generally accepted standards of modesty be preserved at all times.

## **Conduct**

Cooper Construction takes pride in fostering good relationships with our clients and associated businesses. It is essential that we always act in a dignified and professional manner. We will never tolerate rudeness, brusqueness or off-hand behaviour to our clients or our fellow colleagues.

## **Breaks**

Breaks must be taken in such a way as to ensure that our quality standards and level of customer service are maintained and do not affect the health and safety of other colleagues.

Where you have a set time in which to take a lunch break, the details will be in your contract. Such times shall be strictly observed and permission for any variation sought from the manager or any other authorised person.

## **Smoking Policy**

Cooper Construction has a duty to protect all our employees, customers and visitors from exposure to secondhand smoke and to assist compliance with the Health Act 2006.

It is our policy that our workplace is smoke free, and all employees have a right to work in a smoke free environment. Smoking is prohibited in all enclosed and substantially enclosed premises in the workplace. This includes company vehicles. This policy applies to all employees, contractors, customers or business partners and visitors.

Those employees who wish to smoke during their breaks must do so in the designated area ensuring that all cigarettes are extinguished and the area left tidy.

All staff are obliged to adhere to, and support the implementation of the policy. Appropriate 'no-smoking' signs will be clearly displayed at the entrances to and within the premises, and in all smoke free vehicles.

For clarity, the use of electronic cigarettes or similar devices are not permitted in the workplace, company vehicles or whilst on company business.

The company acknowledges that some employees may wish to make use of electronic cigarettes, particularly as an aid to giving up smoking. Although they fall outside the scope of smoke-free legislation, we do prohibit the use of these due to the vapour which could provide an annoyance or health risk to other employees, and as some e-cigarette models can look like cigarettes, using these could make our policy difficult to manage and create an impression for other visitors, customers or employees that it is acceptable to smoke.

Disciplinary action will be taken if a member of staff does not comply with this policy.

Those who do not comply with the smoke free law may also be liable to a fixed penalty fine and possible criminal prosecution.

## **Computer Use**

Please ensure you have read our internet, e-mail and IT security policies as we do monitor this regularly and breaches of these policies can lead to disciplinary action. Personal use must be outside your normal working hours and subject to our rules.

## **Respect**

We ask all staff to show respect for each other and for Company property.

## **Equal Opportunities and Dignity Policy**

The Company is committed to providing equal opportunities in employment and to avoiding unlawful discrimination in employment and against customers.

**It is unlawful** to discriminate directly or indirectly in recruitment or employment on grounds of age, sex, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sexual orientation or trade union membership.

It is unlawful to discriminate on grounds of disability or to fail to make reasonable adjustments to overcome barriers to employment caused by disability. It is unlawful to discriminate unjustifiably on grounds of age in relation to employment. Discrimination after employment may be unlawful, e.g. in refusing to give a reference or in the form of reference given.

It is unlawful to discriminate directly or indirectly in the provision of goods, facilities or services to customers on grounds of sex (which may include gender reassignment), pregnancy, colour, race, nationality, or ethnic or national origins. It is unlawful to discriminate on grounds of disability or to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaptation or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services.

Direct discrimination is treating someone less favourably than another in comparable circumstances for a prohibited reason. Unlike the other forms of discrimination, direct discrimination on the grounds of age can be justified. Indirect discrimination is where everyone is treated in the same way but the treatment adversely affects one group more than another and cannot be objectively justified, e.g. requiring everyone to work full time will normally adversely affect more women than men and will be unlawful indirect sex discrimination unless there is a good reason, unrelated to sex, as to why the particular job has to be done on a full-time basis.

It is unlawful to victimise someone because he or she has alleged unlawful discrimination or supported someone to make a complaint or given evidence in relation to a complaint.

**Dignity at work;** the Company is committed to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect.

Some harassment is unlawful discrimination and serious harassment may be a criminal offence.

**Bullying** is offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power which is meant to undermine, humiliate or injure the person on the receiving end. Examples of bullying would include picking on someone or setting him or her up to fail or making threats or comments about someone's job security without good reason.

**Harassment** is unwanted conduct related to sex, gender reassignment, race or ethnic or national origins, disability, sexual orientation, religion or belief, age or any other personal characteristic which:

- has the purpose of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person; or
- is reasonably considered by that person to have the effect of violating his or her dignity or of creating an intimidating, hostile, degrading, humiliating or offensive environment for him or her, even if this effect was not intended by the person responsible for the conduct.

Examples of harassment would include: physical conduct ranging from unwelcome touching to serious assault, unwelcome sexual advances, demeaning comments about a person's appearance, unwelcome jokes or comments of a sexual or racial nature or about an individual's age, the use of obscene gestures, and the open display of pictures or objects with sexual or racial overtones, even if not directed at any particular person, eg magazines, calendars or pin-ups.

Conduct may be harassment whether or not the person behaving in that way intends to offend. Something intended as a "joke" may offend another person. Everyone has the right to decide what behaviour is acceptable to him or her and to have his or her feelings respected by others. Behaviour which any reasonable

person would realise would be likely to offend will be harassment without the recipient having to make it clear in advance that behaviour of that type is not acceptable to him or her, e.g. sexual touching.

It may not be so clear in advance that some other forms of behaviour would be unwelcome to, or could offend, a particular person, e.g. certain "banter", flirting or asking someone for a private drink after work. In these cases, first-time conduct which unintentionally causes offence will not be harassment but it will become harassment if the conduct continues after the recipient has made it clear, by words or conduct, that such behaviour is unacceptable to him or her.

A single incident can be harassment if it is sufficiently serious.

If you think you are being bullied or harassed, you may be able to sort out matters informally. The person may not know that his or her behaviour is unwelcome or upsetting. You may feel able to approach the person yourself, or with the help of someone else at the Company. You should tell the person what behaviour of his or hers you find offensive and unwelcome, and say that you would like it to stop immediately.

If an informal approach does not resolve matters, or you think the situation is too serious to be dealt with informally, you can make a formal complaint by using the Company Grievance procedure. In the case of grievances about bullying or harassment, the normal grievance procedure is modified so that you can choose whether to raise your grievance with your Line Manager or with another manager. In certain circumstances (e.g. in the event of a grievance being raised against the Managing Director) then the appointment of an independent investigator at the company's expense may be considered.

All complaints will be investigated promptly and, if appropriate, disciplinary proceedings will be brought against the alleged harasser. You will have the right to be accompanied by a work colleague or trade union representative of your choice at any meeting dealing with your grievance. You will be kept informed of the general progress of the process of investigation and the outcome of any disciplinary proceedings.

Consideration will also be given for individuals against whom a complaint is made to be accompanied at any hearing by an appropriate person.

The Company will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible.

You have a right not to be victimised for making a complaint in good faith, even if the complaint is not upheld. However, making a complaint which you know to be untrue may lead to disciplinary action being taken against you.

**Your responsibilities;** all employees are required to assist the Company to meet its commitment to provide equal opportunities in employment and avoid unlawful discrimination.

Employees can be held personally liable as well as, or instead of, the Company, for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence.

Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under the Company's disciplinary procedure. Conduct of this type will often be gross misconduct which can lead to dismissal without notice.

## **Telephone rules**

Telephones are essential for our business. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing calls can only be made with the prior permission of your Manager.

## **Personal Mobile Phones**



Personal mobile phones should be switched off during working hours. Calls to and from personal mobile phones including text messages should only take place during breaks.

Company Mobile Phones are to be used for business purposes only except in the case of an emergency. Therefore any personal use deemed by the Company as excessive may be recharged back to you.

## **Requests**

As a small team we need to work well together and be flexible about our work. We will from time to time issue reasonable instructions which you will be expected to follow. This may be asking you to do different tasks to your normal work to enable us to meet our clients and business partner's expectations. We will not ask you to do anything that you are not capable of doing or to undertake anything that could be considered a health and safety risk.

**Section 2**  
**Pay, Hours of Work Expenses & Benefits**

## Pay

You will be paid in accordance with your Statement of Main Terms and Conditions.

You will be asked to supply your bank/building society account details when you start work with us. If these details change you should let us know as soon as possible so your payments go through smoothly.

## General Policy

We aim to maintain remuneration at all levels which:

- a) enables us to recruit and retain quality employees who will perform their roles effectively;
- b) motivate employees to achieve the objectives set by their Line Managers so that the goals are met;
- c) Provide progression for employees assuming greater responsibility and duties that are more demanding.

Please note that an individual's salary is confidential and should not be discussed with anyone other than your Line Manager.

## Queries on Pay and Income tax

Any queries regarding pay should be discussed first with the Personnel Officer

The tax office for the Company is Cardiff 2 and individual queries relating to income tax should be made there.

Your starting salary will be notified in the Terms and Conditions of Employment. Subsequent changes will be notified in writing.

All deductions required by law or authorised by an employee will be made from salary and shown on the employee's payslip. Other deductions from salary may be made including, but not limited to:

- Overpayment of wages
- Sums representing holiday taken in excess of entitlement.
- Where you leave without giving the required notice period the value of your pay for that notice period may be deducted to cover any loss incurred.
- Overpayment of expenses.
- Motoring fines incurred by you for a Company vehicle.
- Motoring offences.
- Charges towards the excess of the Company Vehicle insurance policy.
- Overpayment of commission.
- Loans made to you.
- Where the Company has sustained loss in relation to monies of the Company caused through your negligence, recklessness, dishonesty or through breach of the Company rules the Company requires the employee to repay any proven loss;
- If a call-out is necessary in order to remedy your defective workmanship, the cost of the call-out will be deducted from money due to you from subsequent call-out duties. In the event that you leave the Company before the money can be reimbursed, the cost will be deducted from your final salary.
- The cost of replacement for lost Company tools and property which were your responsibility.
- Where you leave the Company the balance of any training assistance given.

## Hours of work and time keeping

It is your responsibility to attend work punctually. This means that you should be ready to commence work at the start of your start time, not arrive then.

You may not leave work before your normal finishing time without the permission of your immediate Line Manager.

## Timesheets

Where you are required to complete a weekly timesheet it should detail all work undertaken. This should be signed by the Site Foreman and submitted to the Office no later than 11.00am on Monday of each week in order to be paid on Fridays. If your time sheet is not received, you will not be paid until the following week (assuming that your time sheet is received in the meantime).

If you are required to complete a timesheet you must ensure that it is an accurate and true reflection of hours worked. Falsifying time sheets, completing another employee's timesheet, failure to report an unauthorised recording, or receiving money for hours not worked will be treated as a serious disciplinary matter and may result in dismissal.

## 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 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:

1. The burden of additional costs.
2. Detrimental effect on ability to meet customer demand.
3. Inability to reorganise work among existing staff.
4. Inability to recruit additional staff.
5. Detrimental impact on quality and/or performance.
6. Lack of work during the period when the employee proposes to work.
7. 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.

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 a 12 months before making a new request.

## **Pensions**

For further guidance on your pension entitlements, please refer to your contract of employment

## **Expenses**

The Company will reimburse all business expenses reasonably and properly incurred provided that VAT receipts and expense claims are submitted according to Company policy.

All expenses must be submitted monthly. Expenses which are outstanding for three months or more will not be paid unless there are mitigating factors.

## **Company Vehicle**

Company vehicles are provided to certain staff for the better performance in their role. During working hours Monday to Friday the Company vehicle must be available for the nominated driver and for the benefit of any other Company personnel who may need to use it. The vehicle should only be left at home with the express permission of your Line Manager.

A copy of your driving licence must be given every year and any changes (i.e points added) notified immediately.

Out of working hours when it is not required for Company purposes employees may have the privilege of using the vehicle for private use provided that it has been authorised by their Line Manager. However it is primarily a Company tool and therefore during holidays or sickness the Company reserves the right to request that the vehicle be returned to the office.

The vehicle represents a big financial expense and we want to protect that investment as best we can. Please read the following section and ensure you adhere to the rules. Please see health and safety section for company vehicles.

Any accidents resulting from negligence / careless driving on your part will result in a charge being made to you in respect of the excess on the policy, currently £500.

Our vehicles are equipped with a tracking and monitoring device. This system can help us monitor maintenance issues and general efficiency of our vehicles. It also has the ability to monitor vehicle speed, driving behaviour and where and when a vehicle has been driven.

## **Lay Off**

The Company reserves the right to lay you off if, for whatever reason, the location at which you work is closed or there is a significant downturn in business. In this instance you would receive the statutory guarantee payment you may be entitled to.

## **Company Mobile Phones**

This policy applies to all relevant staff 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 to you for work purposes. Therefore, private use of your mobile phone should be kept to a minimum. If it is found that an employee is using his or her phone irresponsibly, then the employee may have the phone removed or be requested to reimburse us for excessive personal calls. Your phone use will then be closely monitored until a more reasonable proportion of business versus private use is achieved.

NB. All Premium Rate numbers are also prohibited.

## **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 then you will be required to reimburse the Company for the full replacement cost of the handset.

## **Section 3**

# **Recruitment, Training and Development**

## **Recruitment**

Cooper Construction Ltd will advertise all positions internally as well as externally. The recruitment method will be detailed in the advert and internal applicants should inform their line manager of their intention to apply.

Candidates will be assessed and interviewing processes will be conducted fairly, objectively and without unlawful bias. Personal and job specifications will be limited to those requirements necessary for the effective performance of the position concerned.

## **Remuneration**

All salary and remuneration packages will be governed by an individual's ability to do their job and their experience.

## **Promotion**

Promotion may arise from the recognition that an individual has reached a point of being able to take on additional responsibilities or from vacancies resulting from the departure of another employee. The assessment of an individual's potential for promotion involves consideration of many aspects of both current performance and future capabilities. Length of service, on its own does not lead to promotion; the only consideration is the person's ability to fulfil the role in question.

## **Disability**

The requirements of candidates and employees who have a disability (as defined under the relevant legislation) will be reviewed to ensure that wherever possible reasonable adjustments are made to enable them to enter, or remain in, the Company's employment.

The interview and selection process will be undertaken in a fair and consistent manner and the candidate who meets the specification in terms of knowledge skills and attitude will be offered the position. For internal candidates the normal notice period will apply.

## **Personnel records**

You have a personnel file which contains all the relevant information about your employment including records from appraisals, individual meetings and training and development undertaken.

You have the right to know what data is held by the Company about you and can request to be supplied with a copy of your file. Requests for a copy should be made to the Personnel Department.

Data relating to staff is not to be revealed, verbally or in writing to anyone who does not have rights to such data.

## **Training and Development**

Cooper Construction believes that its most valuable resource is its employees. The continued success of the organisation depends upon having highly motivated people with proper skills in the right job at the right time. We recognise the need to offer all employees a clear path of progression within the business. Therefore, job descriptions and personal objectives will be reviewed on a regular basis.

## **Induction**

Upon joining, each new member of staff receives an induction to the Company. We will also introduce you to your colleagues and try to ensure you settle in quickly. If at anytime you have any queries or are unsure about any aspect of your work please ask us.

## **Ongoing Training**

Once you have settled in to your new role, you will be given opportunities to learn and develop existing and new skills. We will always consider requests from employees for additional training. Please talk to your line manager in the first instance.



## **External Training**

It is recognised that some training needs cannot be address in a timely or effective way through any of the methods detailed above. In these cases training delivered by external providers may be the only choice. Advice on the most suitable training solution to address and identified need and recommended training will be sought by your line manager.

## **Section 4**

### **Controlling Risks**

## **General**

It is everyone's responsibility to prevent the theft or damage of goods, company property or resources from the business.

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 security 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.

If you notice anything suspicious, report it to your 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.

## **Goods In/Ordering**

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

## **Right of search**

In the interests of security we reserve the right of search. Searches of employees, their bags, other possessions and vehicles may take place from time to time. You may if you wish be accompanied by a colleague during the search. If you refuse to allow your self or possessions to be searched, this may be treated as gross misconduct.

## **Visitors**

All visitors to Head Office must report to reception. Any visitors to a site must report to the Site Office. If you are expecting a visitor please let head office or the site manager know. It is your responsibility to ensure that your visitor is looked after during the time they are on our premises and they should be made aware of our fire procedure and escape routes.

## **Personal Property**

Please do not bring valuables or large sums of money to work with you as we cannot accept responsibility for your money, clothing or other property on our premises.

## **Section 5**

### **Absence from Work**

## Holidays

The Company's holiday year runs from 1<sup>st</sup> February - 31<sup>st</sup> January. Your annual holiday entitlement is shown in your individual Statement of Terms of Employment.

You are required to reserve up to seven days of your annual entitlement to take during the Christmas/New Year period. If you have not accrued sufficient holiday entitlement to cover this period you will be given unpaid leave of absence.

To book a holiday you must gain approval in advance from your line manager. For a two-week holiday at least one month's notice must be given. Holiday must be timed to minimise disruption to work schedules and your manager may refuse to authorise your request if it causes severe disruption to work schedules, other staff are absent or another substantial reason. This is why no holiday bookings should be made before approval is received. Your manager will explain any refusal.

Holiday should, where possible, be taken during the leave year however in exceptional circumstances the Company will agree to up to 5 days being carried forward to the following year. The carry over of annual leave should be authorised in advance by your Manager and must be taken within the first 3 months of the following annual leave year. Any holiday not taken by this date will be lost.

Should you be incapacitated for work during any period of pre-booked holiday (whether in whole or in part) the Company will, subject to the correct notification and certification, pay statutory sick pay. You must follow the absence reporting procedure and provide the Company with a relevant medical certificate covering the period of incapacity.

## Holiday Pay on Termination

On termination of employment, employees shall be entitled to 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.

## Bank and Public Holidays

Employees are not normally required to work Bank Holidays and will be paid their normal salary if the Bank Holiday falls on a day they would normally work.

## Sickness & Absence Rules

As a Company, we need to measure and record sickness absence and to know when and why we need to do something about it. This is why we record and keep all records relating to absence. As an employee, you need to know that you work for someone who cares about your health and welfare.

The following absence policy has been drawn up to meet these needs and must be followed at all times.

## Disability

Where any employee has a condition that would be classified as a disability they have a duty to inform the Company. Any information will be treated in the strictest confidence but will allow the Company to support and make any reasonable adjustments necessary.

## Reporting

All unauthorised absence must be reported to your Manager by 07:30 on the first day of absence. Contact should be made directly by you and only in exceptional circumstances should partners, parents or friends ring on your behalf.

You will be asked to give the reason for your absence and an indication of when you may return and details of any outstanding work that needs to be attended to in your absence.

If your absence continues for more than 1 day you must keep us informed.

If the absence is due to sickness and continues for 7 days or less (Saturday and Sunday included) you must complete a self-certification form and give it to your manager. (A copy of the self-certification form can be found at the back of the handbook.)

If absence continues for more than 7 days (Saturday and Sunday included) a medical certificate signed by your doctor must be sent immediately to the Manager and thereafter at weekly intervals for as long as the absence continues.

During all periods of absence your manager will maintain contact with you.

If you are absent for more than 4 weeks you may be considered long-term sick. The Company may at any time require you to have a medical examination at the Company's expense or under the government 'fit for work' scheme. In cases of persistent repetition of, or prolonged absence due to sickness or injury, the Company reserves the right to terminate your employment.

During periods of long term absence holiday will accrue in line with the statutory allowance.

## **Medical Certification**

Medical certificates are now referred to as "Fit Notes" Where a medical certificate indicates that you may be fit for work for some work the doctor may have suggested ways of helping you get back to work, such as a phased return to work, altered hours, amended duties or workplace adaptations, your line manager will discuss the advice on the doctor's certificate with you and will consider any comments made by the doctor, any of the return to work tick boxes and any other action that could help you return to work despite your illness. If you return to reduced hours your pay would reflect this. If the Company is not able to make any adaptations or adjustments to help you return to work, your line manager will explain the reasons for this 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'.

## **Statutory Sick Pay**

SSP will be paid in accordance with legislation in force at the time of absence. SSP is currently paid after three days absence and for a maximum of 28 weeks.

The Company may at any time require you to have a medical examination at the Company's expense. In cases of persistent repetition of, or prolonged, absence due to sickness or injury, the Company reserves the right to terminate your employment.

Further amounts of sick pay may be made at the Company's absolute discretion. If you are absent due to incapacity caused by a third party or for an accident covered by insurance, any payments made by us under the Sick pay scheme will be a loan and you or your personal representatives must include in any claim you make against a third party or Insurance company, a claim in respect of that loan.

## **Company Sick Pay**

Any entitlement to Company Sick Pay will be detailed in your terms and conditions of employment. Any payment made to you under the Company sick Pay scheme will include any entitlement to SSP.

## **Behaviour whilst Absent**

Employees are expected to attend work unless sickness or injury prevents them performing their duties.

Whilst an employee is absent, they must adhere to the policy and do nothing to aggravate or delay recovery such as working for another employer or taking part in inappropriate social or sporting activities.

Should any employee wish to take holiday whilst absent (in receipt of Company sick pay or SSP) this must be approved by their G.P.

## **Returning to Work**

On occasions, you may feel ready to return to work but if you are on any form of medication that could affect your ability to carry out your normal duties you must inform your Line Manager.

To ensure the Company does all it can to understand the causes of absence, a return to work interview may be held.

## **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.

## **Medical/Dental Appointments**

Appointments should be made where possible outside working hours. Where this is not possible, they should be made at the start or end of the day. You must inform your line manager of any such appointments in advance and at the managers discretion you may be asked to make the time up.

## **Compassionate Leave**

An appropriate period of paid leave will be granted at the discretion of management, in cases of bereavement involving immediate family. Apart from this, days off for attending funerals, religious services etc will be treated as being part of holiday entitlement unless otherwise agreed.

## **Jury Service**

If you are called to Jury service, you should inform your manager immediately. The court will send you a loss of earnings form which you should complete and return to the court with a copy to your manager. You will be paid in full whilst carrying out your jury service but the loss of earnings payment made by the court to you will be deducted from your salary.

## **Time off for Dependant Emergencies**

We recognise the right of all employees to reasonable amounts of unpaid leave to deal with incidents involving a dependant. This is defined as any person who reasonably relies on you to make provision of care. The type of situations when this leave may be taken would be when a dependant:

- Is ill, injured gives birth or is assaulted;
- When care arrangements unexpectedly break down;
- When a dependant dies; or
- To deal with an unexpected incident involving a child at school.

Employees wishing to take leave to deal with any of the above must telephone their line manager personally prior to the start of their working day giving the reason for the absence and the expected duration of the absence.

## **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.

## **Severe Weather and Disruptions to Travel**

The Company acknowledges that employees may occasionally have problems travelling to and from work due to either severe weather conditions or major disruptions to public transport (for example, train strikes or accidents on the roads). Whilst we understand and are committed to protecting the health and safety of all our employees, we must also ensure that the business and our clients are not unduly disrupted by external factors.

## **Reporting for work**

We expect you to report for work regardless of the situation. You should therefore make every effort to attend work in all circumstances. When severe weather conditions occur or where there are major disruptions to public transport, you should take steps to obtain advice on the position from the appropriate external agencies and allow extra time for your journey, making alternative travel arrangements where appropriate. You will still be expected to attend work on time.

Unjustified or unacceptable absence or lateness may give rise to disciplinary action under the Company's disciplinary procedure.

## **Accepted absence or lateness**

If you are unable to attend work or are going to be delayed by the weather conditions or public transport disruptions, you should contact your manager as soon as possible to discuss the position. If your manager is unavailable, you should speak to an alternative manager.

Where the Company accepts that you have used your best endeavours to attend work but you are unable to do so or you are late because of the severe weather conditions or the major disruptions to public transport, your manager will discuss the various options potentially available. At the Company's discretion, you may be required or permitted to:

- Make up the time at a later date.
- Take any absence from work as part of your annual leave entitlement.
- Take any absence from work as special unpaid leave (in this case, your pay will reduce accordingly to take account of the hours/days you have not worked).
- Be paid as if you had attended work on the day(s) of absence.
- Work from home or otherwise work remotely.

The Company will base its decision on your individual circumstances, for example your distance from home to work, your mode of transport and how viable it is for you to work from home, and on the needs of the Company.

## **Leaving work early**

If severe weather conditions or major disruptions to public transport occur during the working day which will cause problems for you in travelling home, your manager will decide whether to allow you to leave work early (and to make up the time at a later date if necessary). The Company will again base its decision on your individual circumstances, for example your distance from home to work, your mode of transport and how viable it is for you to take work with you and work from home for the rest of the day, and on the needs of the Company.

## **Health and safety**

The Company is committed to protecting the health and safety of all its employees and this includes during severe weather conditions and where there are major disruptions to public transport and therefore a reasonable approach will be taken to the situation. You also have a duty to take reasonable care of your own health and safety and that of other persons who may be affected by your acts or omissions. This includes taking extra care when travelling to and from work in severe weather conditions and allowing more time for your journey, including making alternative travel arrangements where appropriate.

## **Maternity & Paternity and Adoption Leave**

If you are pregnant please do speak to us as early as possible so that we can discuss with you any particular health and safety risks which may affect you or the baby. By the 15<sup>th</sup> week before the baby is due you must tell us (if you haven't already) when you wish to start your Maternity Leave. This can be anytime from 11 weeks before the baby is due. We will then write to you to confirm all the details and state the date we will be expecting you to return to work. You can change your mind about the date but you must give us 28 days notice of the change.

All pregnant 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.



Throughout the Maternity Leave you are entitled to all your non pay related contractual benefits.

If you are not planning to take all your Maternity leave you must let us know when you will return. You can change your mind but must give us 8 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 but giving longer is helpful. You are still entitled to Statutory Maternity Pay or Maternity Allowance even if you are not returning to work.

## **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.

## **Ante Natal Care**

All pregnant employees are 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 of working hours you should do so. Copies of all appointment times should be given to your line manager.

As from October 1<sup>st</sup> 2014 prospective fathers to be and partners of pregnant women are allowed unpaid time off to attend two ante natal appointments.

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 7 days of having been matched with a child or as soon as is practicable.

## **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. This is the amount you have to earn to qualify for benefits. You have to 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 15<sup>th</sup> 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 pay 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 4 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.

SMP is paid for a continuous period of up to 39 weeks.

First 6 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. You will get whichever rate is lower.

### **Maternity Allowance**

If you are not eligible for Statutory Maternity Pay you may be entitled to Maternity Allowance if:

- you have worked (including self-employment) for 26 weeks during the 66 weeks before your baby is due
- you can find 13 weeks in which you earned over £30 a week or paid Class 2 (self-employed) National Insurance contributions or held a certificate of small earnings exception.

To claim Maternity Allowance, ask your local Jobcentre Plus for form MA1.

### **Pension**

If the Company contributes to the scheme the contribution will be calculated as if you are working normally and receiving the normal remuneration for doing so during any period of 'paid maternity leave'-regardless of whether this is Ordinary or Additional Maternity Leave. If the rules of the pension scheme require you to contribute towards your pension, your contributions should be based on the amount of pay you receive during the maternity leave period - whether Statutory Maternity or Adoption Pay, Contractual pay, or a combination of both.

### **Keeping in Touch Days**

Whilst you are on Maternity 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; invite you to attend a particular event or to offer a training opportunity. You do 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 Maternity Pay.

### **Returning to work**

If you plan to return to work before the end of your Additional Maternity Leave you must give us 8 week's notice. If you come back to work after the Ordinary Maternity 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 but if for a good reason we cannot do 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 breast feed 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.

### **Adoption Leave**

In order to qualify for the right to take Adoption Leave, you must be adopting a child through an approved UK adoption agency.

Throughout the Adoption Leave you are entitled to all your non pay related contractual benefits

If you are not planning to take all your Adoption Leave you must let us know when you will return. You can change your mind but must give us 8 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 but giving longer is helpful. You are still entitled to Statutory Adoption Pay even if you are not returning to work.

## **Statutory Adoption Pay**

Paid adoption leave is available for a child adopted under UK law - but 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. This is the amount you have to earn to qualify for benefits. You have to earn more than this amount before you actually start paying NI.
- Be employed for a continuous period of at least 26 weeks ending before the placement of the child.
- Have received official matching certificate or notification that it is being issued.

Statutory Adoption Pay is paid for 39 weeks and is paid at the current statutory rate or 90% of earnings whichever is the lower.

## **Keeping in Touch Days**

Whilst you are on Adoption 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; invite you to attend a particular event or to offer a training opportunity. You do 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 Adoption Pay.

## **Paternity Leave**

In order 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, the civil partner or the cohabiting partner of the child's mother, or you are married to, the civil partner or the cohabiting partner of the child's adopter, or you are one of a couple jointly adopting a 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.
- 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 15<sup>th</sup> 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.

If you wish to take Paternity Leave and are eligible you are entitled to two weeks on 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 15<sup>th</sup> 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 week's 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.

### **Statutory Paternity Pay**

During the period of Paternity leave you will receive Statutory Paternity Pay (SPP) if you are eligible to receive it, your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for salary.

### **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.

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 listed the meaning of the following terms:

**Mother:** the woman who gives birth to a child or the adopter. The 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 of 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 employees' 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; and
- 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; and
- 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; and
- 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; and
- 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 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:

- a 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 leave

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 and 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 of leave requested;
- propose an alternative pattern of leave; or
- 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; and
- 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 work 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.

## Parental Leave

Unpaid parental leave may be taken to look after a child or make arrangements for the good of the child.

### Eligible employees:

- All employees employed by the Company for a minimum of one year.
- Employees who have a child or children under the age of 18.
- Employees who have become the adoptive parents of a child under the age of 18.

A maximum of 18 weeks per child (pro rata for part time employees) may be taken in total.

If you wish to take parental leave you should submit an application to your line manager. Leave should normally be taken in one week blocks to a maximum of 4 weeks at any one time; requests for longer periods will be dealt with on an individual basis. You should submit an application to take the time off four weeks prior to leave being taken. The Company must respond in two weeks. We will respond sympathetically to all requests but on occasions may ask you to postpone the leave for business reasons. However this cannot be for more than 6 months. Any leave at the time of childbirth or adoption cannot be postponed.

Where the child is disabled and eligible for Disability Living Allowance, parental leave is extended to 18 weeks (pro rata for part time employees) and may be taken in shorter periods.

We will keep a record of parental leave taken.

**Section 6**  
**Health and Safety**

## Health and Safety

Both, an employer, and individual employees, has legal obligations to ensure, so far as is reasonable practicable, everyone's health, safety and welfare at work. The Company has a duty of care towards its employees; however it is necessary that, as with any successful community, each individual takes a share of responsibility towards the group as a whole. The Health and Safety Policy outlines our commitment towards this.

Our Responsibilities:

Cooper Construction Ltd will take all reasonable steps within its power to:

- Comply with the requirements of the Health & Safety at Work Act (1974), associated regulations and any other relevant health and safety legislation.
- Maintain safe access to a healthy and risk free work place.
- Ensure plant and machinery are safe and that safe systems of work are set and followed.
- Ensure that articles and substances are moved, stored and used safely.
- Provide adequate welfare facilities.
- Provide sufficient information, instruction, training and supervision to enable employees to avoid hazards and to contribute positively to the health and safety of everyone while at work.
- Comply fully with the requirement for elected safety representatives and training to fulfil their functions. Details of elected safety representatives will be displayed on notice boards.

## Your Responsibilities

As an employee you are required to help us to maintain standards by:

- Taking reasonable care of you own health and safety and that of other who may be affected by what you do or do not do.
- Correctly use any protective equipment, clothing and footwear that are provided in accordance with training and instruction.
- Co-operate with us on health and safety and observe health and safety policies.
- Not interfering with or misusing anything provided for your health, safety or welfare.

Please be aware that any breach of Health and Safety Policies may lead to disciplinary action being taken. Please point out to your manager anything that could be considered as a danger to yourself or colleagues, e.g. loose wires, carelessly abandoned boxes, blocked exits and take action to make and keep areas safe where necessary. You should also ensure that you are aware of all fire exits and the actions that should be taken in the event of an emergency evacuation.

## First Aid

The first aid box is kept in the site office on site and in the kitchen in the office. The Company have a number of First Aiders/Appointed people who have been trained in first aid.

## Accidents

All accidents, no matter how minor, must be reported immediately to a manager and logged in the accident book which is kept in the main office. These records are reviewed regularly to prevent similar accidents happening in the future.

## Evacuation Procedures

When you commence employment you will be given full information on the emergency procedures applicable at your work place. It is your responsibility to read the fire and safety instructions posted around the office. It is important that you know the location of fire extinguishers and emergency exits appropriate to your department and other areas you use. You must never obstruct a fire exit - you could be held personally responsible.

If the alarms go off, you should leave the building as quickly as possible. Should you discover a fire, raise the alarm and if possible close the doors and windows around the fire and keep other employees clear of the area.

Do not attempt to collect personal belongings, and go straight to the meeting area for registration. Do not run or panic, and do not re-enter the building until you are told it is safe to do so.

When working on site, you will be taken through the evacuation procedures as part of your site induction.

## Manual Handling

Many injuries that happen at work are caused by failure to move or handle objects safely. You can protect yourself and minimise the risks by following these guidelines:

- Assess how heavy or awkward the item is and if appropriate ask for help.
- Plan how to hold the object and get a good grip (wear gloves if necessary).
- Stand close to the object with your feet apart and spread your weight evenly, bend your knees and lift with your legs keeping your back in a natural line.
- Lift smoothly and keep the load close to your body. Avoid twisting your body.
- When carrying an object keep your arms tucked in and make sure you can see where you are going.
- If equipment is provided make sure you use it correctly.

## Protective Clothing

If you are provided with protective clothing for your work, it is a condition of your employment that you must wear these items when you are working. Failure to do so may result in disciplinary action.

## Drug and Alcohol Policy

It is the responsibility of the Company to ensure, so far as is reasonably practicable the health, safety and well being 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.

### Aim

The aim of the policy is to establish clear and comprehensive rules, which will apply to all employees. We aim to provide a supportive environment to those with a drug or alcohol related problem, which are committed to changing their behaviour.

### Definition

Alcohol covers all alcoholic beverages. Drugs include all Class A, B and C substances, drugs that are only legally available on prescription and solvents which are misused.

### Rules

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 meal and other breaks.

## Confidentiality

An employee who has a drug or alcohol related problem may approach Management 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.

## Disciplinary Action

- Any employee who is found to be under the influence of drugs and or alcohol during working hours will be suspended on full pay pending a disciplinary hearing which may result in the employee's dismissal for gross misconduct.
- Any employee found to be in possession of, or dealing in illegal substances will be suspended on full pay pending a disciplinary hearing, which may result in the employee's dismissal for Gross Misconduct.

In all instances of this kind, the employee will be reported immediately to the Police.

## Driving Company Vehicles

### All company vehicle drivers must:

- Drive within the law and comply with all Road Traffic Acts.
- Hold a full driving licence covering the category of vehicle they are driving.
- Provide a copy of their licence annually to the Personnel Administrator.
- Notify the Company immediately of any changes to their licence.
- Must always check the vehicle for oil, water, tyre tread and pressure, scratches etc. and report any problems immediately.
- Ensure the vehicle is kept in a clean and tidy manner.
- Always take care to park the vehicle in a safe place.
- Ensure the vehicle is locked and items that can be removed overnight stored in a safe place.
- Never allow anyone to smoke in the vehicle.

### Drivers must not under any circumstances:

- Drive a vehicle that does not meet the legal requirements.
- Use a car for the carriage of goods or passengers for hire or reward.
- Drive when over-tired or feeling unwell where the level of concentration may be affected adversely.
- Drive when over the legally permitted level of alcohol or under the influence of drugs.
- Use a mobile phone when driving. When driving a car that does not have a 'hands free kit' the phone must be switched off. Where a 'hands free kit' is available, this should only be used to take calls when safe to do so on the basis of returning calls after safely parking the vehicle.
- Carry unauthorised passengers. The Company vehicles are only insured for the persons employed by the Company who are over the age of 25.

## Accidents

Any driver involved in an accident in a Company vehicle must stop at once and give to any person having reasonable grounds for requesting it:

- The employee's name and address.
- The Company name and address.
- The vehicle registration number.
- The name and address of the Insurance Company. The details are available from the Personnel Administrator.

If any person is injured in the accident then the Police must be informed.

The employee must:

- Make no admission of liability to any person however in the wrong the employee may be.
- Obtain the name and address of any other driver / drivers involved and details of their vehicles.
- Obtain name and addresses of any witnesses.
- Report the accident as soon as possible to their line manager.
- Complete a full accident report within 48 hours and give to their line manager.

Any accidents resulting from negligence / careless driving on your part will result in a charge being made to you in respect of the excess on the policy, currently £500.

## **Maintenance**

Company vehicles should be kept clean and well maintained and must be roadworthy at all times. It is your responsibility to ensure that the car is regularly serviced and the logbook is kept up to date. For safety reasons, the logbook should not be stored in the glove compartment.

## **Insurance**

Company vehicles will be taxed and insured by the Company for use in the UK only.

For insurance purposes, you will be asked to supply a copy of your driving licence to the Personnel Department when you take receipt of your Company vehicle.

## **Driving Licence**

You must keep the Company informed about any changes to your/your partner's licence. If you lose your licence, a Company vehicle may be reclaimed, or allowance stopped and where driving is considered essential for your job role you may be called to a disciplinary hearing which may result in your dismissal.

## **Drink and Drugs**

Employees must never drive if they have been drinking alcohol in excess of the legal limit or have taken drugs (illegal or prescribed) which affect concentration, induce drowsiness, or otherwise affect a person's ability to drive safely.

## **Medication**

Some forms of ill health affect a person's ability to drive safely either for a temporary or longer term period even though they may be able to perform their work duties. In these instances the Company will assist to accommodate the problem.

## **Stress at Work**

We are committed to protecting the health, safety and welfare of our employees and recognise that workplace stress is a health and safety issue. We acknowledge the importance of identifying and reducing factors within the workplace that could induce stress.

## **Definition of Stress**

The Health and Safety Executive defines stress as "the adverse reaction people have to excessive pressure or other types of demands placed on them". This makes an important distinction between pressure, which can be a positive state if managed correctly, and stress which can be detrimental to health.

## **Mutual Responsibility**

Both the Company and employees share a mutual responsibility to work together in eradicating stress from the workplace. The Company will do all it can to provide, so far as it is reasonably practicable, a safe and healthy working environment. Employees must take responsibility for their own health and safety, and also for other people who may be affected by their acts or lack of action.

## **Preventative Measures**

The Company's responsibility: We will communicate our policy on stress to all staff, through our handbook. Specifically, the attention of all new joiners to the Company will be drawn to this policy at induction. The Company's induction for managers gives guidance to them on their responsibilities under the policy, and practical advice on how to deal with stress. From time to time this will be supplemented by specific training for managers on how to handle and resolve stress problems.

There are a number of ways in which the Company can help identify and reduce stress within the workplace:

- Carry out risk assessments to eliminate stress or control the risk from stress
- Provide training for all managers and supervisory staff in good management practices
- Ensure good communication between managers and staff, particularly where there are organisational and procedural changes
- Ensure staff are provided with meaningful development opportunities
- Ensure staff are fully trained to discharge their duties
- Monitor workloads to ensure that staff are not overloaded
- Monitor working hours and overtime to ensure that staff are not overworking
- Monitor holidays to ensure staff are taking their full entitlement
- Ensure that bullying and harassment are not tolerated within the work place
- Support staff who have been off sick with a stress related illness and assist them with a planned return to work

### **The Employee's Responsibility:**

- Every member of staff, at every level, must co-operate to ensure that, wherever possible, the work place is free from stress
- Employees have a responsibility to try to identify and resolve the cause of a stressful situation and to take advantage of any help that may be available to them
- Employees are responsible for availing themselves of the facilities which the Company provides that may help towards relieving stress within the workplace e.g.
  - Raising matters of concern as soon as they arise through the most appropriate of the channels provided e.g. informally with immediate manager, through the Company's grievance procedure, through the Health and Safety Committee etc.
  - Take a break away from their work-station during the working day
- Employees have an obligation to take an active part in the Performance Review process and to work together with their manager to identify meaningful development opportunities
- Employees have an obligation for ensuring they avail themselves of any opportunities for counselling when recommended to do so
- Employees should raise any issues or concerns with their manager as soon as they realise they may be in a situation which could lead to stress
- Employees should remain in close contact with the Company during any periods of absence and with their manager work towards a structured plan to return to work after any absence for stress related problems

By working together to adhere to the above policy the Company and employees will benefit from a stress free working environment.

# **Section 7**

## **Resolving Problems**



## Resolving Problems

We believe that clear, open and fair procedures for the resolution of problems are necessary both for the success of Cooper Construction Ltd and for the fair treatment of all our team.

## General

Any grievance or complaint can be discussed informally, or through the formal grievance procedure. Often raising issues promptly at the time in a sensible way helps to solve them and prevent further difficulties.

## Investigations

It is not always necessary to hold an investigatory meeting but where it is, everyone is required to co-operate fully with the investigation relating to disciplinary or grievance procedure. The Company will ask a manager to investigate a complaint or may for some incidences use an outside consultant to ensure impartiality.

## Suspension

The Company may suspend you on full basic pay. Suspension is not a disciplinary penalty and carries no implication of guilt. Whilst on suspension you must be available for work or meetings as required during normal working hours. During a period of suspension your passwords will be barred and if you have access to the computer system it will be denied.

## The right to be accompanied at hearings

You can be accompanied at any disciplinary or grievance hearing by:

- a work colleague;
- a full time official employed by a trade union; or a lay official, so long as they have been certified in writing by their union as having received training in acting as a workers companion at disciplinary and grievance hearings.
- Your representative has the right to explain or sum up your case, and to respond to any views expressed at the hearing. The representative may not answer on your behalf. If the representative cannot attend on the date set for the interview, we will always postpone the interview for up to 5 days or at our discretion longer.

## Notes for colleagues

We are pleased for colleagues to support each other through these proceedings but you are not obliged to do so. Having a colleague present helps to ensure that matters are dealt with fairly and we appreciate your assistance. You are asked to respect the confidentiality of these proceedings.

## Grievance

### Stage 1

Where there is an issue at work we would ask that you raise it promptly and with the relevant person.

If this fails or you feel the matter is more serious then you can go to the formal procedure.

### Stage 2

To make a formal grievance, set out your complaint in writing, giving as full account of the situation as possible. This should be given to your line manager together with any relevant documents. We will invite you to a meeting to discuss the grievance and ask how you think it can be resolved. It may be necessary for us to make further enquiries and hold a second meeting.

After the meeting we will write to you with the outcome of the grievance. The letter will remind you of your right to appeal if you are not satisfied with the outcome.

In serious cases or cases where the Manager is the cause of the grievance another Manager, Director or independent consultant will be asked to investigate the complaint.

If you wish to lodge a grievance after your employment has terminated please write to your manager setting out your complaint.

Whilst an employee has an outstanding grievance or has been dismissed from the Company it is policy that all passwords to sensitive Company equipment be changed and not re-issued to you until the grievance is resolved or the appeal process complete.

## **Disciplinary Procedure**

The disciplinary process has been designed to help and encourage you to achieve and maintain good standards of conduct, attendance and job performance. On occasions people may fall short of the expected standards of behaviour or performance in these circumstances disciplinary action may be taken.

At all stages of the disciplinary procedure you will:

- be given a right of reply to all and any allegations made against you BEFORE any decision or disciplinary action is taken;
- be advised of the nature of any disciplinary action taken against you and the consequences of such action;
- be advised of any improvement in conduct or performance required and over what time frame; and
- Have the opportunity to be accompanied by a work colleague or Trade Union representative to any disciplinary hearing as described above.

Disciplinary hearings will usually be conducted by your line manager.

You must take all reasonable steps to attend the meeting. Where you are unable to attend more than one meeting the Company may, in certain circumstances, hold the meeting in your absence and make their decision based on the evidence available to them at the time.

At the meeting you will be given the opportunity to respond and to put forward any defence or arguments you want. You may ask questions, present evidence and call witnesses.

Depending on the severity of the offence and taking into account all the circumstances the disciplinary action may take any one of the following forms:-

### **Stage 1**

- Informal counselling to give you an opportunity to rectify the situation.

### **Stage 2**

- A formal verbal warning will be issued if improvement does not result following informal counselling or for more serious breaches. You will be told of steps you must take to improve your conduct and if appropriate the time limit for improvement. This will be confirmed in writing and recorded on your file for a period of time normally 6 months.

### **Stage 3**

- For more serious matters or where you have failed to meet the required standards after having being given a formal verbal warning, you may be given a written warning. This will state the nature of the complaint, the required standards that must be met and where appropriate a time limit for improvement. It will also state that further disciplinary action will be followed if the required standards are not met. One copy of which will be retained by you and one placed on your file normally for a maximum of 12 months.

### **Stage 4**

- For serious matters or where you have failed to reach the required standards after being warned you may be given a final written warning. This will state the nature of the complaint, the required standards to be met and where appropriate a time limit for improvement. It will also state that you will be dismissed if the standards are not met or if there is further misconduct. One copy of which will be retained by you and one placed on your file normally for a maximum of 12 months.

#### Stage 5

- Where there has been Gross Misconduct (in which case the first 4 stages may be omitted) or where you have failed to meet the required standards after due warnings have been given to you, you may be dismissed. In extenuating circumstances we may apply another sanction such as disciplinary transfer, disciplinary suspension without pay or where you are in a supervisory or management role demotion to a lower grade role. This will be confirmed in writing. In case of gross misconduct, the dismissal will normally be without notice (or pay in lieu of notice).

#### Appeals

You have the right of appeal against any disciplinary decision taken against you. Your appeal should be in writing and sent to a Director within five working days of the decision and state the reasons for your appeal. You will receive a reply within a further five working days setting a date for an appeal hearing. The decision from the appeal hearing will be final.

The following are examples of Misconduct and gross Misconduct. These are examples only and not an exhaustive list.

#### Misconduct

- Poor time keeping.
- Unauthorised or unreasonable absence from work.
- Failure to meet the adequate standard of job performance.
- Failure to comply with procedures.
- Failure to answer a question during a properly constituted investigation.
- Minor violation of safety practices.
- Minor breaches of Company regulations.
- Improper use of business funds or property.

#### Gross Misconduct

The following acts are examples of gross misconduct and as such are considered so serious that the employee may be liable to instant dismissal:

- Theft or wilful damage of, or negligence which leads to damage to, property or goods belonging to the Company, its customers or suppliers, or other employees.
- Drunkenness and unlawful drug abuse.
- Falsification of time sheets, job sheets, accounts, job application forms, expense forms or medical certificates etc.
- Gross Insubordination
- Discrimination because of age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religious belief, sex or sexual orientation or harassment or bullying of colleagues or customers.
- Accepting bribes or offering bribes.
- Fraud, dishonesty or any other offence which would be a breach of the law of the land.
- Assault or attempted assault of other employees or members of the public.
- Serious breaches of the Health and Safety policy.
- Any breach of the Drug and Alcohol Policy

## **Bullying and Harassment**

The organisation encourages an environment in which everyone is entitled to work without harassment, victimisation and bullying.

Harassment may be described broadly as "unwanted conduct affecting the dignity of men and women". Where a particular form of conduct has the effect of making a person feel humiliated, threatened or that their privacy is being invaded, then that conduct will constitute harassment and should cease immediately. We will not condone harassment and the procedure for dealing with complaints is set out below.

The policy applies to employee's conduct in, or out of office hours, when entertaining customers, or at work events.

All employees have a responsibility for complying with this policy and treating all colleagues with dignity and respect. If you believe that you have been subject to, or witnessed harassment, victimisation or bullying, you must inform your line manager or the Personnel Department so that we can keep our workplace free from unacceptable behaviour.

### **The procedure for dealing with cases of harassment is set out below:**

If you believe you are being subjected to any harassment then, in the first instance you should ask the offender to stop or make it clear that such attention is unwelcome. If necessary ask a friend or colleague to help you do this.

Such an informal approach may be all that is needed, but you should make a note of the details and keep them.

If your request is ignored and the harassment continues, or you feel unable to make the informal approach, please contact your Line Manager or the Personnel Department immediately. Details will be taken and should be confirmed in writing by the victim, this constitutes a formal complaint.

Either a manager nominated by the manager who took the complaint, or an independent consultant, will investigate the complaint. Allegations will be dealt with seriously and confidentially and there will be no victimisation of any employee making or being involved in a complaint.

In cases of serious alleged harassment, any employee directly involved may be suspended on full pay pending investigation.

If the harassment has taken place then the accused will be dealt with in accordance with the Disciplinary and Grievance procedures.

It is hoped that the implementation of this policy will ensure that all our employees work in an atmosphere of mutual trust, dignity and respect.

## **Dealing with Poor Performance**

The success of the Company depends on all staff working together to achieve the best possible standards of performance. We aim to provide support and training to enable all staff to fulfil their potential and deal with any changes that the Company may require.

However sometimes people perform below the standard that the job requires, although they are not doing anything deliberately wrong.

In these cases we believe that it is best to deal with these problems openly and fairly and to provide clarity and practical support to improve performance.

### **Monitoring performance**

We monitor performance formally and informally through regular discussions that your Manager will have with you about your job, at the end of projects and through the appraisal process.

## **Dealing with poor performance**

Initially your Manager will discuss any concerns about your performance informally with you. Often raising issues promptly helps to solve them by identifying acceptable standards and any support that may be needed.

If your performance continues to fall short of that required your Manager will arrange a formal meeting to discuss this with you. You will have the right to be accompanied by a work colleague or a Trade Union representative. The letter inviting you to this meeting will outline what the potential sanction of the meeting may be.

At this meeting your Manager will explain specific areas of your performance that aren't acceptable and you will have the chance to give reasons for this. You and your Manager will agree a plan covering ways in which you can be supported to achieve acceptable standards, a date for review and a clear indication of what will happen if there is no improvement e.g. transfers, dismissal. Where a formal performance plan is implemented, a disciplinary sanction may also be issued as an outcome of any formal capability meeting.

The time-scale for improvement, with formal reviews, will vary depending on the nature of the problem and the role that the employee has within the Company. However, there will be a minimum of two formal capability meetings prior to any dismissal meetings.

At the final review overall performance will be assessed and in most cases this will be the end of the matter, as performance will have improved as agreed.

If sufficient improvements have not been made, consideration should be given to whether you should be transferred to another role better suited to your skills set, or as a last result, dismissed.

## **Appeal Procedure**

If you are dismissed because you are not capable of performing your job to an acceptable standard you have the right of appeal against this decision. Your appeal should be in writing and sent to a Director within five working days of the decision and state the reasons for your appeal. The decision from the appeal hearing will be final.

**Section 8**  
**IT Security Policy**

## **IT Security**

### **Regulations for the use of computer facilities offered**

These regulations apply to the use of all local facilities at and to facilities provided by Cooper Construction Ltd to its employees for use at home or off site. Please note that breaches of this policy will be considered Gross Misconduct and you may be dismissed.

Hardware owned, leased, rented or otherwise by Cooper Construction Ltd employees or third parties approved by the Company may be directly connected to the network only by arrangement with, and with the explicit approval of, the IT Director. Such equipment may access the network or other facilities only in accordance with the terms of these regulations.

The facilities may be used only in connection with employees' work for the Company. They must not be used for work of undeclared financial benefit to employees or the transmission of unsolicited commercial material without the express permission, in writing, of a Director.

You must not interfere with the work of others or the system itself. The facilities must be used in a responsible manner - in particular, you must not:

- access, store or distribute material which is designed or likely to cause annoyance, inconvenience, needless anxiety or offence;
- access, store or distribute obscene or indecent material, pornography, etc;
- access, store or distribute defamatory material;
- access, store or distribute material such that the copyright of another person is infringed;
- use computing equipment for playing games;
- use for any kind of personal gain (e.g. advertising goods or services);
- gain deliberate unauthorised access to facilities or services accessible via local or national networks or access, store or distribute programmes designed to facilitate such access;
- engage in activities which waste resources (people's time, networks or computers) or which are liable to cause a disruption or denial of service to other users. This includes the following: introduction of viruses into computer systems; use of Internet Relay Chat facilities; use of peer-to-peer networking products; use of internet radio or similar streamed media services;
- engage in activities which are illegal or which might contribute to the commission of an illegal act;
- engage in any transaction purporting to be representing the Company when not authorised.

### **Social Networking Sites**

Employees are reminded that the confidentiality clause contained in their contract of employment extends to the use of the internet and social networking sites. Where employees decide to use these sites, they must not display or knowingly allow to be displayed on the internet any information which could be considered to be confidential.

Employees must ensure that any entries made on social networking sites such as Facebook, YouTube and MySpace or blogs, both personal and business related, are appropriate and do not damage the reputation of the company, its clients, customers or any employee of the company.

Failure to adhere to this policy may result in disciplinary action up to and including dismissal.

You must not gain unauthorised access to or violate the privacy of other peoples' files, corrupt or destroy other peoples' data or disrupt the work of other people.

It is your responsibility to prevent inappropriate access to your files. Your password must be kept safe, changed regularly and not be disclosed to anyone.

You must not send electronic mail which is irresponsible, or likely to cause offence nor use network messaging without authority. "Irresponsible" use includes unsolicited postings to large numbers of people or indiscriminate postings.

It is easy for viruses to enter the network therefore you should never open attachments from an unknown source.

Never use the internet to transmit confidential personal or business sensitive information.

A modicum of personal email is acceptable, but not where the perusal and sending of such infringes on the work of either in terms of denial of service to others due to bandwidth issues, or in loss of working time to the Company.

The Company does not normally examine the contents of email or files belonging to computer users, but it reserves the right to do so if necessary, to maintain the functionality of the system or where the Company has reason to suspect that these regulations are being breached. Users are therefore advised that such monitoring can and may occur. Please note e-mail messages even when they have been deleted from the Company's e-mail system can be traced, retrieved and the person or persons involved in creating or forwarding any offending e-mail identified. E-mails are admissible in a court of law.

The Company will hold individual employees personally liable if or their Customer / Clients suffer any loss or damage to its reputation as a result of any breach of these conditions.

You must comply with the requirements of all relevant legislation.

We are guardians of considerable amounts of sensitive data and it is vital for our business integrity that care is taken to safeguard both the information and the database systems themselves.



## **Section 9**

### **How We Do Business**

This policy sets out requirements for employees, which are designed to maintain the reputation for integrity and protect employees from accusations of partiality in commercial matters.

## **Conflict of Interest**

The requirements are based on three principles and relate to the activities of all employees.

- Employees will not allow their outside activities to interfere with their work at Cooper Construction Ltd nor allow any conflict between their duties and their private interests to affect their ability to carry out these duties effectively.
- Employees will not make use of or exploit Cooper Construction Ltd, or brand names associated with the Company, their connection with Cooper Construction Ltd or information obtained in the course of their duties, to further their own private interests or those of any outside organisation, to the detriment of the Company.
- Employees will not act in a manner likely to bring the Company or its shareholders into disrepute or to affect its reputation for integrity.

## **Ethical Policy**

Cooper Construction Ltd has documented quality standards for levels of service given to customers. We monitor these standards and always seek to improve. In a similar way we have high expectations of all our managers and staff about the way in which they conduct their business transactions.

The Company does not support the offering or acceptance of personal gifts. Any gifts, favour or hospitality offered to a member of staff must be declared to the Personnel Department. Where it would be offensive to refuse, gifts will be raffled and the proceeds donated to charity.

## **Bribery Policy**

Cooper Construction are committed to ensuring that all our commercial dealings meet the highest professional standards. It would never be acceptable for anyone to accept or offer bribes in any business transaction.

Bribes may come in a variety of forms such as corporate hospitality, charitable donations, personal gifts, hospitality as well as money. Any employee being offered any of these must report this to their line manager who will advise how to manage the situation. Breaches of this rule will result in disciplinary action up to and including dismissal.

This policy applies to the Directors, our employees throughout the business, suppliers, outsource partners, consultants and to all markets in which we do business.

As part of our induction training all staff will be made aware of this policy.

## **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.

Cooper Construction is involved in commissioning work and in tenders for contracts with other organisations. Unless the Managing Director has given specific permission, employees must not provide information, support or assistance to any company or organisation tendering work from Cooper Construction Ltd that would in any way enhance their chances of being successful in their bid.

## Environmental Policy

Cooper Construction acknowledges its responsibility for and commitment to protecting the environment at all levels. We recognise that we have an important role within the local community and we will assist in anyway possible to reduce our impact and promote the local environment.

Where ever it is possible we will:

- Promote environmental management policies and practices at every level and department.
- Adhere to any current legislation and where possible to anticipate new requirements and set out new procedures as required.
- Minimise waste from business operations and wherever possible to re-use or re-cycle.
- Increase awareness of environmental responsibilities among staff.
- Minimise waste and pollution throughout the office and our operations.
- Continue to encourage and facilitate modes of transport by staff which minimise environmental impact and to apply environmentally friendly principles to the operation and maintenance of company owned vehicles.
- Reduce water consumption.
- Avoid using environmentally damaging substances, materials and processes.
- Share our environmental vision with our customers and suppliers.
- Take active participation in raising awareness in the local community.

We will review our policy on an annual basis and take positive steps to de-crease our impact on the environment.

## Whistle Blowing Policy

We encourage an open culture in all our dealings with employees, managers and all the people with whom we come into contact. Effective and honest communication is essential if malpractice is to be effectively dealt with. The procedure below provides guidelines to all Cooper Construction employees and casual, temporary agency staff, freelancers, trainees, home workers and contractors, who feel they need to raise certain issues relating to, in confidence.

The Public Interest Disclosure Act 1998 (commonly known as the 'Whistle blowing Act') came into effect on 1st July 1999. This Act sets out a framework to promote the responsible and protected disclosure of concerns on the following matters:

- that a criminal offence has been committed, is being committed, or is likely to be committed.
- that a person has failed, is failing, or is likely to fail to comply with a legal obligation which they are subject to.
- that a miscarriage of justice has occurred, is occurring, or is likely to occur.
- that the health and safety of an individual has been, is being, or is likely to be endangered.  
that the environment has been, is being, or is likely to be damaged.
- that information tending to show any matter falling within the matters above has been, is being, or is likely to be concealed.

The procedure is not a substitute for the Disciplinary and Grievance policy and is not a channel for employees to raise matters in relation to their terms and conditions of employment. The procedure allows individuals to have their concerns treated in confidence. All concerns must be raised in good faith. Anyone who abuses the procedure (for example by maliciously raising a concern they know to be untrue) will be subject to disciplinary action, as will anyone who victimises a colleague by raising a concern through this procedure.

### **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 good faith, it does not matter whether or not your concern proves to be well founded. The Company does not of course extend this assurance to someone who acts from an improper motive and raises a matter they know to be untrue.

### **Your confidence:**

Cooper Construction Ltd 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 consent. 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 may be done orally or 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. If you are writing, remember to give details of how you can be contacted.

#### **Stage 2: Alternative Contacts**

If you feel unable to raise the matter with someone in your line management, for whatever reason, please speak to a 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 consent, unless we are required to do so by law.

Once you have reported your concern, it will be looked into to assess initially what action should be taken. You may be asked how you think the matter might best be resolved. If your concern falls more appropriately within other policies we will tell you.

We will institute the appropriate enquiries and/or investigations. We will:

- tell you who is handling the matter and how you can contact him or her;
- say whether your further assistance may be requested;
- and, if you request, you will be written to, with a summary of your concern and an outline of how the company proposes to handle it.

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 the initial response, remember you can go to the other level detailed in this policy. 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.

**Section 10**  
**Leaving the Company**

## **Notice period**

Sadly you may choose to leave us and if and when you do, you are required to write to your manager to give the relevant notice period, as detailed in your terms and conditions letter, stating your last working day.

## **Length of Service**

Please check your terms and conditions letter to confirm your notice period, as this may be different for some positions.

## **Return of Property**

On termination of your employment you must return all our property and/or Company vehicles, which are in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

## **Retirement**

For employees who are considering retirement, we will support this major change in their life and will develop an individual plan to meet each persons needs. This may include a phased reduction in working hours, financial planning assistance and life style guidance.

## **Redundancy**

The Company are committed to providing a stable working environment for staff consistent with the need to manage the business effectively and economically. When redundancies have to be considered we will manage the process sympathetically and support staff during the consultation process.

We will comply with all statutory obligations, as detailed by employment legislation at the time.

We will explore alternatives to limit job losses and will listen to staff suggestions during the consultation period.

We will ensure a fair, consistent and sympathetic process is applied in the selection of employees for redundancy. Employees who are selected for redundancy will have the right to appeal against the decision.

## **Restrictive Covenant**

Where there is a restrictive covenant in your contract of employment please remember that this continues for a period after you have left the Company. If you are unclear about your obligations please speak to us.

## **Final Salary P45**

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

## Self Certification Form

Name	
Department/Location	
I was unable to attend work due to illness on the following dates:	
First day of absence	
Last day of absence	
Date returned to work	
Total number of working days absent	
The reason for my sickness absence was:	
Did you visit a Doctor or receive hospital treatment?	
Employee's Signature	
Date:	
Manager's Signature	
Date:	