







# **EMPLOYEE HANDBOOK**

SJ Sankly Signed.....

**Managing Director** 

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# WELCOME TO S&R CONSTRUCTION LTD

#### Welcome!

It is with great pleasure that we welcome you to our organisation. We hope that you will find working as part of the team both interesting and rewarding.

As you are probably already aware, we operate in an extremely competitive marketplace. We depend on the skills of our employees to achieve our business objectives and to uphold our reputation for the quality of our products and services. We are committed to helping employees perform well in their present jobs and will encourage and support all employees who demonstrate the ability and desire to succeed and advance within our Company.

This Handbook has been prepared to provide you with considerable information regarding your employment. We trust you will find it both useful and informative. If there is anything you don't understand or wish to have clarified, please do not hesitate to contact your Manager.

May we again extend our welcome to you and wish you every success for a long and enjoyable future with S&R Construction Ltd.

# INTRODUCTION TO THE HANDBOOK

#### THE HANDBOOK

This Employee Handbook is your guide to S&R Construction Ltd. It provides supplementary information to your Employment Agreement. If you have recently joined us or if you have been with the Company for some years, it provides information on:

- The organisation you have joined and some of its standards;
- Contractual terms, behavioural guidelines and benefits available;
- The general rules, policies and procedures;
- Important information regarding health and safety at work; and
- How to obtain further information should you require it.

We would urge you therefore to read it and keep it safe for on-going reference. Wherever there is a text reference to 'your Manager', it means the person to whom you report, whatever that person's actual title may be. This may include a Director or the Main Board of Directors.

#### **IMPORTANT NOTICE**

# **SECTION A**

This section contains the terms and conditions of employment that are contractual, and this section must be read in conjunction with your Employment Agreement. You will also be required to provide confirmation that you have understood and accept the terms that are set out in this section of the Handbook.

The Company reserves the right to make alterations to the contents of Section A that may be necessary over time. S&R Construction Ltd will enter consultation with you if changes to this section result in a significant change to the terms and conditions of your employment. Changes will be communicated to you in writing, by email or displayed as notices at your place of work.

# **SECTIONS B, C & D**

These sections of the Handbook contain guidelines, policies, procedures and other general information that is non-contractual. It is important that you read and familiarise yourself with these sections of the handbook. The Company reserves the right to make alterations to the contents of these sections of the Handbook that may be necessary over time. Changes will be communicated to you in writing, by email or displayed as notices at your place of work.

#### ACCESS TO THE LATEST VERSION

The current version of the Handbook is held on the Company's Intranet and any changes will be updated as they occur.

If you have a printed copy of the Handbook, we recommend that you make a note of any changes as they occur. An Amendments Page has been inserted at the back of the Handbook for this purpose.

# **MISSION STATEMENT**

**Vision:** Our vision is to be recognised and respected as a leading Service Provider by our Clients, our people and our Suppliers.

**Mission:** We have a passion for what we do; we seek innovative ideas and higher standards for our competitors to follow.

**Philosophy:** Safety and Quality Education is about providing people with a Life Skill. A Life Skill that helps us get it right today and assists us to build in Safety and Quality for tomorrow.

**Health & Safety:** S&R Construction Ltd gives the highest priority to Health & Safety and we operate a Health & Safety Management System that complies with ISO 45001:2018. Our strategy is designed to promote our vision and see Health & Safety as a cornerstone of our services and, with that, to achieve a record of workplace health and safety that leads the Construction industry.

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# **SECTION A**

# **TERMS & CONDITIONS OF EMPLOYMENT**

#### Section A

This section of the Handbook contains the terms and conditions of employment that are contractual and must therefore be read in conjunction with your Employment Agreement. You will also be required to provide confirmation that you have understood and accept the terms that are set out in this section of the Handbook.

# What Does This Mean?

This means that, in addition to the specific terms and condition contained in your Employment Agreement, the terms set out in this section are also contractually binding on both you and S&R Construction Ltd.

# Do I Need to do Anything?

You will need to provide confirmation that you have read and accept the terms set out in Section A. You can do this by:

a) Completing the acknowledgement form and signing it; and/or

# Can this Section be Changed?

The Company reserves the right to make alterations to the contents of this section of the Handbook that may be necessary over time. Should this be required, S&R Construction Ltd will consult with you (or elected employee representatives where this is legally required).

#### **How will Changes be Communicated?**

You will be given notice of any changes to this section in writing. This will take one or more of the following forms:

- a) By letter or email;
- b) By issuing notices or placing information on the notice boards;

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# 1. STARTING WORK WITH THE COMPANY

#### **ELIGIBILITY TO WORK IN THE UK**

You will be required to provide confirmation of your eligibility to work in the UK. This will include a copy of your passport or birth certificate, your EU Workers Registration Card if applicable, and details of your current national insurance number. Employment with S&R Construction Ltd is strictly conditional upon your eligibility to work in the UK.

# **REFERENCES**

S&R Construction Ltd may require you to provide references, one of which should be your previous employer. Your employment with S&R Construction Ltd is conditional upon any references received being satisfactory. If satisfactory references cannot be obtained, the Company may need to give you notice to terminate your employment as detailed in your Employment Agreement.

# PRE-PLACEMENT MEDICAL QUESTIONNAIRE

S&R Construction Ltd may ask you to complete a medical questionnaire and if necessary, attend a Pre-Employment Medical. This is a standard medical carried out by a Doctor, appointed by the Company, to ensure that you are fit to take on the responsibilities of your job. If so, your employment with S&R Construction Ltd may be conditional upon a satisfactory report being received from the Doctor.

# **PROBATIONARY PERIOD**

All new appointments remain subject to satisfactory performance during your probationary period which is set out in your Term Sheet. If during this period either party wishes to terminate this Agreement, notice may be given as set out in your Employment Agreement. Alternatively, S&R Construction Ltd may extend your probationary period and, in this event, your notice period (and any relevant benefits) will be as those detailed for the probationary period. Your probationary period will automatically be extended to cover any absence or holiday leave that is taken within your probationary period. Extensions to your probationary period for any other reasons will be detailed to you, in writing, before the end of your probationary period.

# **DISCLOSURE AND BARRING SERVICE**

Due to the nature of the work performed in the Company, the Company may be required to undertake police referencing checks with the Disclosure and Barring Service (DBS) at the beginning of your employment or at any time during your employment. Your consent and cooperation in meeting any regulatory requirements is essential in respect to the Company's business and is appreciated. Your employment with S&R Construction Ltd, and continued employment, is strictly conditional upon the receipt of a satisfactory DBS check.

# **WARRANTY**

By entering into this Agreement, you confirm that you will not be in breach of any other contract held with a third party, including any previous employer. If you are subsequently found to be in breach of another contract, S&R Construction Ltd reserves the right, during the first 2 years of your employment, to terminate this Agreement without notice and without a payment in lieu of notice.

# **FLEXIBLE DUTIES**

Your Job Title is set out in your Employment Agreement. You are however required to undertake whatever duties may be necessary to fulfil the needs of the business. This may involve you providing support to other functional areas of the Company although you would only be expected to provide support in areas that were generally within your own work scope or level of ability. Flexibility is essential and your co-operation in this matter is appreciated.

# **LOCATION OF WORK AND MOBILITY**

Your main place of work is described in your Employment Agreement. This, however, may be subject to change, according to the commercial needs of the business. If S&R Construction Ltd needs to move to alternative premises, you would be expected to make yourself available at any new location within 15 miles of your current place of work.

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#### 2. HOURS OF WORK

#### **HOURS OF WORK**

Your official hours of work that apply to your job will have been set out in your Employment Agreement. Additional hours may be needed to meet the needs of the business and you are expected to be flexible and to co-operate with any reasonable request to work additional hours to fulfil the responsibilities of your job or meet the needs of the business.

#### **PUNCTUALITY**

You are expected to be punctual, arriving at your place of work and ready to work, not just arrive, at the specified start time. It is however recognised that there may be occasions or circumstances which arise from time to time which prevent you from doing so. In such events you must contact the Company giving an indication of when you expect to arrive. When you arrive late for work, you must immediately report to your Manager and explain your reasons. In the absence of your Manager, please report directly to HR. If you arrive late for work, you will be expected to make up the time that day, but if that is not possible, the Company reserve the right to deduct the equivalent time from your salary. It must be pointed out that persistent lateness, where a valid explanation cannot be given, or failure to notify the Company will be dealt with through the Disciplinary Procedure.

#### TIME RECORDING & ATTENDANCE

An accurate record of your attendance at work is important not only for payment purposes but also for reasons of safety and security. You are therefore required to adhere to any procedures that are introduced or are in operation for recording hours of work in your department.

# **CHANGES TO WORKING HOURS**

It may be necessary to change your working hours, on either a temporary or permanent basis, to meet the commercial needs of the business. As much notice as possible will be given to you regarding any changes in working hours and you are asked to fully co-operate regarding temporary changes. Although permanent changes to working hours would only be introduced after full consultation, you would be expected to co-operate and not to unreasonably withhold your consent to any changes.

# **WORKING TIME REGULATIONS**

Except for the Directors of the Company, who are excluded from the Working Time Regulations 1998, there is a limit on the <u>average</u> number of weekly hours worked to 48 hours over a 17-week period. You may give your consent to be excluded from the average 48-hour limit but are under no obligation to do so.

If you do, or think you are likely to, work more than 48 hours per week over a 17-week period, you should contact your Manager and will be asked to sign a separate agreement giving your consent to this. If, in the future, you do not wish to work more than an average of 48 hours, you can withdraw your agreement by giving 3 months' notice, in writing, to the Company.

#### **SHORT TIME WORKING**

Due to emergency and unforeseen circumstances, the Company may be unable to provide full-time working for all employees from time to time. It is S&R Construction Ltd's wish to retain employees in the business and for employees to have job security. Prior to considering implementing short time working, the Company will endeavour to consider every other alternative including investigating other jobs that you may be able to perform. However, if this is not possible this could include temporarily placing you on short time working or laying you off from work. In these circumstances, you will be paid for those hours worked, or in accordance with the statutory guarantee pay provisions.

Wherever possible, the Company will give you a minimum of 1 weeks' notice of short time working, although this may not be possible in emergency situations. The Company will permit the use of outstanding holiday entitlement during any period of short time working.

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#### 3. REMUNERATION & DEDUCTIONS

#### **SALARY PAYMENTS**

Your salary will usually be paid to you in 12 equal instalments (unless otherwise agreed), in arrears, by the last working day of each month by electronic transfer directly into your nominated bank or building society account, or by cheque. The Company reserves the right to make your final salary payment by cheque on your last working day and subject to the return of any property owned by the Company.

The Company reserves the right to alter the method or intervals of payment and will give you a minimum of two months' notice of any change.

#### **PAYMENTS & PAYSLIPS**

When you are paid you will receive a pay advice slip detailing your gross pay, any deductions such as tax, national insurance and pension contributions, and your net pay. If you have queries about any deductions made, you should contact the HR Department.

#### **CALCULATING A SINGLE DAY'S PAY**

A single day's pay for monthly paid employees (working a 5-day week) is calculated by dividing your annual basic salary by 260 (working days per year).

# PAYMENTS FOR ADDITIONAL HOURS WORKED

Your Employment Agreement will inform you if you are entitled to payment for additional hours worked, and any overtime rates that may apply to your position. Overtime is only paid if it is authorised in advance by a Director.

#### **OVERPAYMENTS & ERRORS**

Although unlikely, mistakes may occur with the calculation and payment of salaries. You should always check your payslip, and in the event of any discrepancy, raise the matter immediately. If there is an underpayment, the Company will correct this by making a payment to you. In the event of making an overpayment or an incorrect deduction of tax or national insurance, you agree that a deduction/adjustment will be made to your next payment. If an overpayment is not noticed for some time, you agree that the Company will reclaim the overpayment by making deductions from your salary, possibly on a deferred payment basis and by agreement with you.

#### **DEDUCTIONS FROM SALARIES**

S&R Construction Ltd reserves the right to make deductions from your salary (including normal remuneration, notice pay, holiday pay, sick pay or any other pay that may be awarded to you) for any monies owed to the Company. This may include, but shall not necessarily be limited to, a failure to attend for work in accordance with your contract; repayment of salary advances; parking or speeding fines directed to the Company; accident insurance excesses; training courses; negligent damage to company vehicles; payment in lieu of notice if gross misconduct is discovered after you leave the employment of the Company; and any negligent damage to any property or equipment owned by the Company or clients of the Company.

The rate at which any deductions are made will normally be with your agreement. In the event of termination however, all monies will become immediately payable to the Company. S&R Construction Ltd reserves the right to make a deduction from your final payment for any sums that are due at your time of leaving.

# **PAY REVIEWS**

Pay reviews are held annually in December. Pay increases are not guaranteed and are completely at the discretion of the Directors and take into consideration individual performance and the overall performance of the Company.

# **INCOME TAX OFFICE**

If you need information relating to the S&R Construction Ltd's Tax Office or PAYE registration number, please contact the HR Department.

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#### 4. EXPENSE PROCEDURES

#### **EXPENSES CLAIMS PROCEDURE**

S&R Construction Ltd will reimburse you for all expenses reasonably incurred during the Company's business, on the production of receipts or other evidence justifying the expenditure. If a VAT receipt is not obtained, the Company may only be able to refund the amount net of VAT. Expense claims should be submitted on an Expenses Form by Friday and, subject to the approval of a Director, will be paid by cash, cheque or BACS by the following Thursday.

# **EXPENSES ON COMPANY CREDIT CARDS**

S&R Construction Ltd may issue you with a Company credit card. The credit card should be kept safely and securely and used to pay for expenses that you may incur in the course of the Company's business. The credit card should not be used to withdraw cash. This credit card is the property of the Company and must not be used, in any circumstances, for personal expenditure. You must return the card to S&R Construction Ltd at any time upon demand and in any event, when you leave the employment of the Company. The Company reserves the right to make a deduction from your salary for any unauthorised expenses.

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#### 5. INFORMATION & DATA PROTECTION

#### **CHANGES IN PERSONAL DETAILS**

S&R Construction Ltd holds certain information on all employees in either a written or computerised format in accordance with the Data Protection Act 1998. This includes both personal information (e.g. name, address, employment history, emergency contact details, etc.), and other information that is necessary for processing the payroll, taxation or legal purposes. In addition to this, the Company holds any relevant correspondence that is either issued or received during your employment on your personnel file. If you do not consent to S&R Construction Ltd holding or maintaining personal information, you should confirm this in writing to a Director.

You are asked to notify the HR Department of any changes to the information that is held including:

- Your name, home address, telephone number and marital status;
- Your bank details:
- Your next of kin and/or emergency contact names;
- Your beneficiaries (expressing wishes relating to the pension scheme);
- Any loss of driving licence or endorsements if you drive on behalf of the Company.

It is expected that you have given correct details concerning age, qualifications and grades of examinations. It is a disciplinary offence to provide false information.

# **ACCESS TO PERSONAL RECORDS**

Under current legislation, all employees have the right to request a viewing of the personal data held on their files. If you would like to view this, you should request this in writing from a Director. Employers must respond to requests to view files within 40 days, by law, as the data may have to be collated from a variety of different internal sources. S&R Construction Ltd confirms that the Company will respond to any requests received within this period.

# **DUTY TO REPORT MISCONDUCT**

Should any matters of concern come to your attention, you <u>must</u> report them immediately to your Manager. S&R Construction Ltd sees it as your duty to report any acts of misconduct, dishonesty, bribery, breach of company rules or any of the rules of regulatory bodies committed, contemplated or discussed by any other employee or third party.

The Company will treat whatever you have reported with confidentiality so far as this is practicable. Should you fail to act in accordance with these provisions, S&R Construction Ltd reserves the right to treat this as a disciplinary matter.

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#### 6. TERMINATION OF EMPLOYMENT

#### NOTICE PERIOD BY S&R Construction Ltd

The notice period that S&R Construction Ltd is required to give you is detailed in your Employment Agreement. In addition to this, all employees have a statutory entitlement to minimum notice periods, and you will receive whichever is the greater (the stated notice period in your Agreement or the period as detailed below):

- 1 weeks' notice, after 1 month's continuous employment;
- 1 additional week for each year of continuous employment between 2 and 12 years;
- 12 weeks' notice, if the period of employment is more than 12 years.

#### **NOTICE PERIOD BY EMPLOYEE**

The length of notice that you are required to give the Company for the termination of your employment under this Agreement is detailed in your Employment Agreement. S&R Construction Ltd reserves the right to transfer you to alternative work for the duration of your notice period if this is considered appropriate to satisfy the needs or protect the interests of the business.

Should you not work any part of your notice period, or leave without giving notice, without the permission of S&R Construction Ltd, the Company reserves the right not to pay you for the period of notice not worked. In addition, S&R Construction Ltd may withhold payment of any outstanding holiday money due (more than the statutory holiday entitlement). You may be asked to take outstanding holiday entitlement during your notice period. You will not be entitled to receive notice of termination, or a payment in lieu, if you are dismissed for gross misconduct.

#### **GARDEN LEAVE**

S&R Construction Ltd reserves the right to place you on Garden Leave (requiring you to remain at home but to be available to work for the duration of all or part of your notice period or at any time during the period of your employment). You are also bound by the terms of this Agreement in all other respects for the duration of the notice period, if this is felt to be in the best interests of the Company. During any period of Garden Leave, the Company does not guarantee to provide you with work. You may not, during any period of Garden Leave, enter into employment, service agreements or assignments (whether paid or unpaid) with another company. If you refuse to work your notice period or be placed on Garden Leave, S&R Construction Ltd may seek to enforce this condition through the Courts and will not pay you for this period.

# **PAYMENT IN LIEU OF NOTICE**

If S&R Construction Ltd does not require you to work your notice period, or be placed on Garden Leave, S&R Construction Ltd reserves the right to make a payment in lieu of notice. This means that you may be paid for the period of notice that would have been worked. In these circumstances, your date of termination will be your last day of work with the Company, and all property belonging to the Company should be returned on this day. Any entitlement that you have to benefits including the accrual of holidays any additional benefits as detailed in your Term Sheet terminates on your last day of work.

# PLANNING FOR THE FUTURE

The Company values the contribution of every employee throughout their working life and does not have a set retirement age. If this applies to your job role, this will have been set out in your Employment Agreement. When you wish to retire, S&R Construction Ltd simply requests that you give as much notice as possible so that effective planning can take place to cover any skills and experience gaps that may occur as a result of your retirement.

S&R Construction Ltd reserves the right to enter into consultation with any employee regarding their ongoing employment if there are any matters which need discussion in relation to continuing satisfactory performance in a role, future planning or if there are any health and safety concerns.

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#### 7. PROTECTING THE ORGANISATION

#### CONFIDENTIAL INFORMATION

During your employment with S&R Construction Ltd, you will have access to confidential information. (Examples include information relating to existing and prospective clients/customers, pricing and sales figures, profit margins, security arrangements, and contact details for colleagues and associates. This list is not exhaustive.)

To protect the business of S&R Construction Ltd you are expressly forbidden, either during or after your employment, to disclose any confidential information relating to S&R Construction Ltd either verbally or in writing to any person or company, or make use of any such information, without the prior written consent of a Director of S&R Construction Ltd. This clause shall not affect the Company's common law rights. S&R Construction Ltd reserves the right to seek adequate compensation and an injunction if this obligation is not fulfilled.

#### **CONFLICT OF INTEREST**

During your employment with S&R Construction Ltd, you shall not be concerned or interested directly or indirectly, whether solely or with others in any trade, business or occupation, which competes with the interests of S&R Construction Ltd or has the potential of causing a conflict of interest, without the prior written permission of a Director. This does not prohibit your right to hold shares, securities or debentures in any other company as a bona fide investor.

Before engaging in any other employment outside of S&R Construction Ltd, you should gain written permission from a Director. Although permission will not be unreasonably withheld, it may not be given or may be withdrawn if the 'other' employment interferes or affects, in any way, your ability to effectively carry out your duties, or causes a conflict of interest. If permission is given for you to engage in other employment, and the total amount of hours you work (by combining all paid working hours) exceeds 48 hours per week, you will be required to complete a Working Time Consent Form, contracting yourself out of the Working Time Regulations.

S&R Construction Ltd will not permit any employee, under any circumstances, to undertake private work for customers/clients of the Company. Anyone found to be in breach of this, will be dealt with through the Disciplinary Procedures. You are required to immediately advise a Director if you are approached by a client or company to enquire about private work.

# **PUBLIC APPEARANCES & COMMENTS IN THE PUBLIC DOMAIN**

To protect the business of S&R Construction Ltd you are expressly forbidden, either during or after your employment:

- To directly or indirectly publish, or place into the public domain (including social media sites), any opinion, fact or material on any matter connected with or relating to the business of S&R Construction Ltd or other associated company or client of the Company without the prior written approval of the Board of Directors;
- To make any public appearances or comments to the media (including all areas of the public domain) on any matter connected with or relating to the business of S&R Construction Ltd or other associated company or client of the Company without the prior written approval of the Board of Directors.

Any requests for comments, opinions or public appearances should be referred to a Director. This does not affect your right to disclose appropriate information to relevant bodies under the Public Disclosure Act 1998.

All property and, in any	PROPERTY belonging to So v event, when y	ou leave the	employmen	t of the Con	npany. All co <sub>l</sub>	oies, notes
extracts, re Construction	ecords, equipment on Ltd are the abs	ent and com solute propert <u>y</u>	puter softwa y of S&R Cor	are storage estruction Ltd	material relatii	ng to S&F

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# 8. HOLIDAYS

#### **HOLIDAY YEAR & ENTITLEMENT**

The holiday year in S&R Construction Ltd runs from 01 January to 31 December. The holiday entitlement is set out in your Employment Agreement. Holiday entitlement for part-time employees is calculated on a pro-rata basis.

During the first year of your employment with S&R Construction Ltd, your entitlement to paid holiday leave may be restricted to the amount of holiday you have accrued. Your holiday entitlement accrues monthly, in advance, at the rate of one-twelfth of the annual entitlement each month.

Should you leave S&R Construction Ltd part way through the holiday year, your entitlement will be calculated as a proportion of your annual entitlement and will correspond to the part of the holiday year for which you are employed.

#### **ASSIGNMENT OF HOLIDAY BY THE COMPANY**

S&R Construction Ltd traditionally closes the offices between Christmas and New Year. You should therefore save part of your holiday entitlement (up to approximately 3 days) to cover this period of closure, as it will be assigned by the Company. The Company will notify you in advance of the actual requirement, no later than the end of November when client requirements are known.

If you join S&R Construction Ltd close to this period, and do not have enough holiday entitlement for the current holiday year to cover the closure period, you may either elect to take this period unpaid or may be able to use holiday entitlement from the next holiday year if agreed in advance by a Director.

#### **BOOKING HOLIDAYS**

Holidays must be agreed in advance with your Manager as early as possible but, in any event, a minimum of 4 weeks' notice must be given for holidays of 2 weeks. Holidays must not be booked until they have been agreed and authorised by your Manager on the Holiday Request Form. Generally, holidays should not be taken within your probationary period unless this has been expressly agreed with you at your interview or when you accepted the offer of employment.

Management will try to accommodate individual preferences for holiday dates, but the needs of the business may have to take precedence, especially during peak working periods or holidays, as it is essential that adequate cover is maintained. In normal circumstances, no more than 2 weeks' holiday may be taken at any one time.

#### **HOLIDAY LIMITATIONS**

You must take your holiday within the current holiday year (unless you are in your probationary Period), as holidays cannot be carried forward to the next year, without the prior written authorisation of your Manager.

Authorisation to carry unused holiday entitlement forward will only be given in exceptional circumstances and will only apply to holidays in excess of the minimum statutory holiday entitlement. No payment will be made in lieu for holidays not taken in the current holiday year.

# **HOLIDAY PAYMENT**

Payment for your annual holiday is made at the basic rate for your basic (contracted) working hours as stated in your Employment Agreement.

A payment in lieu will be made to you for any accrued holiday entitlement that is outstanding, should you leave S&R Construction Ltd. This payment in lieu will only apply to unused, accrued holiday entitlement from the current holiday year. If you have taken more paid holiday than you have accrued when you leave, S&R Construction Ltd will make a deduction from your final pay for the amount owed to the Company. S&R Construction Ltd may require you to take any unused holiday entitlement during your notice period.

#### **BANK & PUBLIC HOLIDAYS**

In addition to your annual holiday entitlement, you are entitled to 8 bank and public holidays in each full holiday year (pro-rata for employees working on a part-time basis). The bank and public holidays recognised by S&R Construction Ltd are detailed below.

<ul> <li>New Year's Day</li> </ul>	<ul> <li>Easter Monday</li> </ul>	<ul> <li>Spring Bank Holiday</li> </ul>	<ul> <li>Christmas Day</li> </ul>
<ul> <li>Good Friday</li> </ul>	<ul><li>May Day</li></ul>	<ul> <li>August Bank Holiday</li> </ul>	<ul> <li>Boxing Day</li> </ul>

To qualify for payment, you must work on your normal working day preceding and following the bank or public holiday, unless you are absent due to a pre-arranged holiday. [If you are absent due to sickness, you will receive the payment that is due for the day's sickness.] If you work a 5-day week and take a full week's holiday in a week where a bank holiday falls, this will count as 4 days holiday against your annual entitlement.

On occasions, and dependent on the needs of your working area, you may be required to work on a bank or public holiday. If so, you will be provided with a compensatory day off in lieu.

#### PRO-RATA CALCULATIONS FOR PART-TIME EMPLOYEES

Entitlement to bank and public holidays for employees working on a part-time basis are calculated on a pro-rata basis. If you work part-time, you are entitled to 1.6 working weeks (reflecting the 8 recognised bank holidays) of paid leave in lieu of the bank and public holidays. This time should be taken on the actual bank or public holiday if this is one of your normal working days or, if not, at another time in agreement with your Manager through the normal holiday booking procedure.

If the number of bank and public holidays that fall on your normal working days exceeds 1.6 working weeks, you may either elect to take the additional time off out of your annual holiday entitlement or the time off will be unpaid.

If you are required to work on bank and public holidays and one of your normal working days falls on this day but you wish to take the day off, you will need to book this as holiday from your annual entitlement through the normal holiday booking procedure.

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# **HOLIDAYS & SICKNESS** If you are sick during your holiday, you must follow the absence notification procedure in the normal way. Providing you correctly notify and provide medical evidence of your sickness, you will be paid in accordance with the Company sick pay arrangements and will be entitled holiday in lieu to cover the period of absence up to the current statutory minimum holiday entitlement. A Doctor's Certificate or medical evidence will be required for any period for which holiday in lieu is being claimed, regardless of the length of absence as self-certification will not be acceptable in these circumstances. Bank and public holidays qualify for sickness payment purposes only and you cannot claim for holiday in lieu for any of these days.

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#### 9. SICKNESS ABSENCE FROM WORK

#### ABSENCES FROM WORK

You are required to co-operate fully with management to enable complete and accurate records to be kept in respect of all absences from work, whether agreed in advance or otherwise.

If during your working day, you feel ill and need to leave work, you must let your Manager know immediately. Failure to notify properly may be dealt with under the Disciplinary Procedure and may result in a loss of payment or benefit.

#### ABSENCE NOTIFICATION PROCEDURE

If you cannot attend work you (or someone on your behalf) must verbally inform your Manager as soon as possible, (and within 30 minutes of your normal start time) on your first day of absence. You should advise why you are absent, when you expect to be able to return to work and what needs to be managed in your absence. You should continue reporting your progress to the Company on each additional day of absence, within the same time frame as detailed above unless this is covered by a medical certificate issued by your Doctor. You should report to your Manager as soon as you return to work.

Your Doctor may issue you with a 'Fitness to Work Certificate' (Fit Note) indicating that you may be fit to return to work before you have made a full recovery. They may include detailed recommendations to enable you to make an earlier return to work. Your Manager will discuss these recommendations with you and the Company will consider whether they are able to be accommodated. You should be aware that any agreed reductions in working hours may affect remuneration. Any decisions regarding these recommendations are made at the absolute discretion of the Directors and must be accepted as final.

If S&R Construction Ltd has concerns about your fitness when you return, the Company may require you to return home and attend a medical examination by a Doctor, appointed by the Company, before resuming work. If so, you will continue to be paid SSP in accordance with the guidelines, until such time as the Company Doctor has authorised your return.

# **MEDICAL CERTIFICATES**

**Self-Certification:** If you are absent for 7 calendar days or less (including 1 single day), you must complete a Company Medical Self-Certification Form as soon as you return to work.

**Medical Certificates:** If you are absent for 8 or more calendar days you must send to the Company, on the eighth day of absence, a Fit Note certificate signed by your Doctor. Thereafter, you must continue to send in medical certificates at weekly intervals, unless your Doctor agrees to sign them for longer periods.

All certificates should be promptly given or sent to the HR Department and a copy will be kept on your personal file. Please note that a failure to submit certificates may affect the payment of SSP.

In some instances, the Company may require you to provide a certificate from your Doctor certifying that you are fit and able to return to work. You are also required to provide a medical certificate or medical evidence if you are sick whilst on holiday and claiming holiday in lieu for the period.

#### MEDICAL EXAMINATION

S&R Construction Ltd reserves the right to require you to attend a medical examination with your own Doctor, or a Doctor appointed by the Company if you are absent from work due to sickness or before returning to work from a period of sickness. If so, you will be asked to sign a consent form and may be given the opportunity to state whether you wish to see a copy of the medical report before it is forwarded to the Company. S&R Construction Ltd also reserves the right to suspend you if you are found to be incapable of carrying out your job due to medical reasons.

You are also required to comply with a request to allow the Company access to your medical notes or records where they are relevant to a work-related issue. In these circumstances, S&R Construction Ltd will clearly set out the reason for the request and the purpose for which the notes will be used. Medical notes or records will only be retained by the Company for as long as the relevant medical issue is being dealt with and then they will be destroyed. If you wish, you may be present when the medical notes are destroyed.

#### **SICKNESS PAYMENTS**

You may be eligible for Statutory Sickness Payments (SSP). However, to be eligible, you must comply with the procedures for notification and certification of any absence as detailed above.

# STATUTORY SICK PAY (SSP)

Statutory Sick Pay (SSP) is paid by the Company in accordance with the guidelines issued by the Department for Work & Pensions. Providing you meet the statutory weekly wage requirement and have notified and certified the sickness correctly, you will normally be entitled to SSP for any sickness absence of 4 or more days up to a maximum of 28 weeks. Further information regarding Sick Pay is available from the HR Department.

Any additional payments that may be made to you during any period of sickness are at the absolute discretion of the Directors, and therefore any decisions made by the Company must be accepted as final.

# FREQUENT ABSENCES

In the event of frequent absences, the Company may request that you provide confirmatory medical evidence and/or visit a Doctor appointed by the Company. In addition, self-certification may not be adequate and S&R Construction Ltd may require you to provide a medical certificate for these absences. The Company will either pay directly or reimburse you for any costs incurred in obtaining medical certificates in this situation. Unacceptable levels of absence may be dealt with through the Disciplinary Procedure if this becomes necessary.

#### **LONG TERM ABSENCES**

If you are, or are likely to be, absent from work for 4 working weeks or more, the Company may request that you attend a medical examination by a Doctor appointed by the Company, or may ask for your written consent to enable the Company to seek a medical report from your own Doctor. The Company reserves the right to restrict the accrual of paid holiday to the statutory minimum holiday entitlement after 4 weeks of long term absence.

# **ACCIDENTS AT WORK**

If you meet with an accident whilst at work or on S&R Construction Ltd premises, your injuries must be assessed by a Qualified First Aider (if one is available) and reported immediately to your Manager. All accidents must be recorded in the official Accident Book and reviewed by

your Manager. Any payments for absence will be paid in accordance with the guidelines provided that:

- Your absence is verified by your Manager as having been properly reported and investigated;
- You complete a medical self-certification form or send a medical certificate signed by your Doctor on the eighth day of absence and regularly thereafter, until you are fit to resume work.

If you are still having problems after 90 days, you may be entitled to claim Industrial Disablement Benefit on top of your SSP benefit (this applies only to accidents at work).

# **MEDICAL SUSPENSION**

The Company reserves the right to suspend any employee on medical or health and safety grounds.

# **UNAUTHORISED ABSENCES**

In the event of unauthorised absence, the Company reserves the right to withhold pay for the period of absence. Unauthorised absence will be dealt with through the Disciplinary Procedure.

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# **SECTION B**

# **COMPANY GUIDANCE & PRACTICES**

#### Section B

This section of the Handbook provides guidance on the Company's standards and working practices. Although non-contractual, you should read and take note of these as they provide you with behavioural guidelines and aid management in making decisions.

This section is non-contractual.

It is important that you read and familiarise yourself with this section of the Handbook. The Company reserves the right to make alterations to the contents of these sections of the Handbook that may be necessary over time. These will be communicated to you in writing, by email or displayed on notices at your place of work.

#### What Does This Mean?

This means that the information in this section is provided as guidance and information only. It is important that you read and understand this section as it sets out the Company standards, policies and procedures for many of the situations you will face during the course of your employment.

# Do I Need to do Anything?

You will need to familiarise yourself with the contents of this section and you will be able to use it as a reference for guidance on a variety of company issues.

# Can this Section be Changed?

The Company reserves the right to make alterations to the contents of this section of the Handbook that may be necessary over time. Should this be required, S&R Construction Ltd will communicate these changes to you.

# **How will Changes be Communicated?**

You will be given notice of any changes to this section in writing. This will take one or more of the following forms:

- a) By letter or email;
- b) By issuing notices or placing information on the notice boards;

#### 10. COMPANY STANDARDS & WORKING PRACTICES

#### **COMPANY STANDARDS**

No group of people can work together without a clearly defined set of rules. Their purpose is to make sure S&R Construction Ltd runs efficiently and profitably, and to provide a safe and pleasant atmosphere in which to work. This section gives details of some of the rules and regulations that aim to support these objectives.

#### **CUSTOMER CARE**

The Company aims to deliver the highest level of customer care at all times. Client care is important and reflects directly upon the Company. Whether you are dealing with a customer face to face, on the telephone or handling paperwork or correspondence, you are representing both the Company and your department. If in doubt, always treat the client as you would want to be treated.

#### **APPEARANCE & DRESS**

Although this is a matter of personal taste, you should ensure that your appearance and dress is appropriate for the environment in which you work and the people with whom you have contact. S&R Construction Ltd continually has visitors to the offices, and the reputation of S&R Construction Ltd therefore is in part determined by the impression that is created both by the environment and the employees.

S&R Construction Ltd reserves the right to ask you to return home to change your appearance or attire if it is found to be inappropriate for the environment in which you are working and, if necessary, may deal with breaches of the policy through the Disciplinary Procedure. You will either be asked to make up the time if you are asked to return home or, alternatively, the Company may deduct a payment from your salary for the working time that is lost.

#### PROTECTIVE CLOTHING

Depending on the job that you are performing, you will be provided with the appropriate protective clothing and equipment as required under Health & Safety legislation. If you are supplied with protective clothing and equipment, you are expected to wear or use them at all times whilst performing the job where they are required. Failure to do so may result in disciplinary action being taken against you. You are responsible for the care of any personal protective clothing or equipment that is issued to you. Damage or loss will result in the cost of replacements being deducted from your salary.

# **TIDINESS**

Wherever you work in S&R Construction Ltd, you should ensure that your working area is kept clean and tidy, and free from litter and rubbish. As well as it being safe practice, it also provides a more congenial environment in which to work.

# **FOOD & DRINK IN THE WORKPLACE**

It is the responsibility of  $\underline{all}$  employees to ensure that facilities for the storage and preparation of food and drink in their offices are kept clean and tidy, and that old food/crumbs are properly disposed of sensibly to avoid mice, blockages, etc. Please ensure that you use the electrical/gas appliances in accordance with the manufacturer's instructions.

# **BETTING, GAMBLING & MONEY LENDING**

Betting, gambling, money lending and offering private goods for sale are all forbidden on Company premises. Employee participation in lottery syndicates and occasional sweepstakes in respect of events such as the Grand National are generally permitted, although the prior approval of your Manager should be sought in each case.

#### **NO SMOKING**

S&R Construction Ltd operates a no smoking policy. You are asked to observe and comply with all no smoking policies that are in operation on the Company's premises and on client sites. Failure to comply with a no smoking policy will lead to disciplinary action being taken.

# ALCOHOL AT WORK

Alcohol should not generally be [brought on to or] consumed on Company premises. Anyone found to be under the influence of alcohol to a degree where it adversely affects their performance will be sent home and dealt with through the Disciplinary Procedure.

#### **ILLEGAL DRUGS & SUBSTANCES**

Illegal drugs or substances must not be brought on to Company premises at any time. Anyone found in possession or under the influence of illegal drugs or other illegal substances, will be sent home and dealt with through the Disciplinary Procedure. Such offences are considered to be gross misconduct.

# **COLLECTIONS & LITERATURE DISTRIBUTION**

The permission of your Manager must be obtained prior to the collection of money for charities, sweepstakes, prize draws, mail order clubs, private savings or political purposes, and prior to the distribution of any literature. To protect all employees, your Manager may withhold permission if the collection or distribution is considered to be inappropriate.

#### **RECEIPT OF GIFTS**

You should not encourage the tendering of gifts from suppliers, contractors or clients/customers and they should not be received at your home address. However, when such gifts are received at your place of work, they should be immediately notified to your Manager, properly acknowledged by you on the S&R Construction Ltd letterhead, and a copy of the correspondence sent to your Manager. If you have any doubts concerning such gifts you should consult your Manager.

# **RAISING CONCERNS**

The Company is committed to the highest standards of integrity and accountability. Should any matters of serious concern come to your attention about any aspect of the Company's dealings, you are actively encouraged to immediately come forward and voice those concerns. You will be fully supported following any decision to raise a concern and the Company will ensure that you are protected as long as you are acting in good faith.

The Company will treat whatever you have reported with confidentiality so far as this is practicable. The policy is documented later in the Employee Handbook.

# **BUSINESS ETHICS & ANTI-BRIBERY**

The Company has a zero tolerance of bribery and corruption. The Company's Business Ethics and Anti-Bribery Policy extends to all the Company's business dealings and transactions in all countries in which it, or its subsidiaries and associates, operate. The Company prohibits all forms of bribery whether they take place directly or through third parties. A serious breach of the policy will be treated as gross misconduct. The policy is documented later in this Handbook.

#### **EQUAL OPPORTUNITIES**

S&R Construction Ltd is committed to a policy of equal opportunities and non-discrimination. All employees are required to comply with the Company's policy on equal opportunities. Any employee found to be in breach of the procedure, including discriminating, bullying or harassing another employee or any third party associated with S&R Construction Ltd, or inducing or instructing another employee to breach the policy, will be subject to the Company's Disciplinary Procedure. Details of the Equal Opportunities Policy and the Discrimination and Harassment Procedure, which do not form part of your contract of employment, are detailed later in this Handbook.

# 11. DEVELOPING PEOPLE

#### INDUCTION

An Induction Programme is prepared for all new employees joining S&R Construction Ltd. This is designed to welcome you to the Company and communicate information to you in a structured format. During your induction, you will be given further information relating to the background and current organisational structure of S&R Construction Ltd. In addition to this, your terms and conditions of employment, provisions for managing health & safety at work, and any training needs you may have will be discussed with you. If there is anything you don't understand, or would like to have repeated, you should contact your Manager.

#### PERFORMANCE APPRAISAL

Your Manager will endeavour to provide you with regular feedback about your performance and will endeavour to hold a formal meeting with you at least once per year. The appraisal process is not used as part of any Disciplinary Procedure, nor as part of a salary review, and is designed to be separate from both issues. The main purpose of the process is to improve the performance of both the individual and the Company, and to assist both parties in planning for development and improvements. Further information on the appraisal process is available from your Manager or the HR Department.

# **TRAINING & DEVELOPMENT**

In certain circumstances S&R Construction Ltd may invest time and money in your training and development and therefore may wish to recoup some of this cost if you resign from the Company within a relatively short period of starting or completing a training course.

Therefore, before booking any courses, you must complete and sign a training request form, which must be authorised by a Director. This form will confirm whether the Company would require you to make a reimbursement and if so, the amount and for how long after completion of the course any reimbursement would be expected.

# **INTERNAL VACANCIES**

Wherever possible, S&R Construction Ltd encourages promotion from within. Your progress will depend upon your demonstrated performance, experience, skills and ability. Vacancies that arise will normally be advertised internally although the Company does not guarantee to advertise all vacancies.

#### **PROVIDING REFERENCES**

The HR Department of S&R Construction Ltd are the only people authorised to provide verbal or written references on current or past employees of the Company. It is essential that this policy be observed. Generally, references will only be provided in response to an external request. Only in exceptional circumstances will 'open' references be provided.

If you are asked to write a reference on behalf of a colleague, and wish to do so, this should state clearly that it is a 'personal reference only'. It must not be produced on the letterhead of the Company.

#### THINKING OF LEAVING?

Before you make up your mind, please do discuss it with your Manager or a Director. You may find this to be worthwhile because, whether the reason is personal or work-related, an alternative course of action may be found which would enable you to stay with S&R Construction Ltd.

#### **EXIT INTERVIEWS OR INFORMATION**

If you do leave, you may be asked to attend an exit interview or complete an exit questionnaire. The information provided by this is reviewed by the Directors to understand the reasons that individuals have for leaving the Company and to identify any improvements that can be made inside the business.

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#### 12. COMPANY PREMISES & FACILITIES

#### **PREMISES & FACILITIES**

You must not use the Company's premises, equipment or services for your own personal needs, without gaining the prior permission of your Manager. You must not use the Company's address, email facility, stationery, stamps or mailing services for personal correspondence, without the prior approval of your Manager.

# **TELEPHONES**

Personal calls may be made on Company telephones but should be kept to a minimum and be as short as possible. If you need to make a personal call, you should obtain the prior permission of your Manager. You should discourage friends and family from making incoming calls. Where emergency incoming calls are received, every effort will be made to ensure that any message is passed on to you but S&R Construction Ltd cannot accept liability in this matter.

#### **PARKING FACILITIES**

S&R Construction Ltd provides a limited number of parking spaces for employees' vehicles whilst you are at work. You should ensure that you park your vehicle in the defined spaces within the marked parking bay, and that you do not occupy any spaces reserved for visitors or other specified employees. When parking, please ensure that you give due consideration for other employees who need to park. You should be aware that your vehicle is parked at your own risk and no liability can be accepted by S&R Construction Ltd for any loss or damage to your vehicle, howsoever caused, whilst you are at work.

#### **NOTICE BOARDS & THE INTRANET**

There is an official notice board on the Company's premises, supplemented by the S&R Construction Ltd Intranet. The notice boards regularly display important notices and items of interest. Approval must be obtained from your Manager before notices are displayed and can only be removed by authorised persons. Please pay attention to the notices displayed.

#### 13. SECURITY & THE ORGANISATION

#### **VISITORS AND SECURITY**

You should conduct your business with visiting representatives of other organisations in the conference or meeting rooms available. Apart from visits by service personnel, cleaners and so on, you must have your Manager's permission before bringing visitors on to any other part of the Company premises. You are responsible for your visitors whilst they are on Company premises and must ensure that they comply with the No Smoking and Equal Opportunities Policy.

Children are not permitted on to the Company's premises without the permission of the Manager responsible for the area concerned.

# **SECURITY OF PERSONAL PROPERTY**

You should ensure that bags, wallets and other personal property are not left unattended in offices and elsewhere. The Company will not normally accept liability or make any reimbursement for loss or damage to personal property whilst on Company premises. You are advised not to bring unnecessary sums of money or valuables into work. Lost or found items should be reported to your Manager immediately.

# **SECURITY OF COMPANY PREMISES & PROPERTY**

The Company takes every reasonable precaution to protect its property. In all cases of wilful damage, theft or dishonesty involving Company property, the offender will be liable to instant dismissal and prosecution.

If you want to take an item of Company property off the premises, you should obtain the prior written permission of your Manager. You may be asked to produce this permission when you leave the premises.

You should ensure that the windows, doors and window blinds are closed in your working area before leaving the premises.

# **CCTV SURVEILLANCE**

S&R Construction Ltd has in place 24-hour CCTV (closed circuit television) monitoring to safeguard the employees and property of the Company by monitoring the entrances and exits. The cameras are monitored randomly but the recordings are retained for at least a 1-month period. S&R Construction Ltd reserves the right to extend the current level of monitoring by CCTV in the future to further improve employee and Company security.

#### RIGHT TO SEARCH

Due to the nature of the business, the Company is required to put in security provisions that protect all employees and the Company's property. This includes CCTV (closed circuit television cameras) as detailed above. S&R Construction Ltd reserves the right through its Directors and Senior Managers, to search any person whilst entering, leaving and on the Company's premises, to question them concerning Company property, and to examine any article in their possession or in their vehicle. You have the right to be accompanied by a colleague (of the same gender) if you or any of your possessions are being searched.

Searches may be made routinely and randomly. It is hoped that employees will recognise the need for these procedures and understand that searches do not necessarily imply suspicion. Nevertheless, refusal to allow a search will constitute a breach of contract with the Company and may be gross misconduct. S&R Construction Ltd seeks your co-operation on all aspects of security and you should report any actual or potential breaches to your Manager.

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# 14. TRAVEL ON BEHALF OF THE ORGANISATION

#### TRAVEL ON BEHALF OF THE COMPANY

It may be necessary for you to travel on business even when travelling is not a routine part of your job. You will need to obtain your Manager's authority before making any travel arrangements.

If you have been allocated a company vehicle, you will be expected to use this for business travel as appropriate.

Any bookings required for business travel purposes must be done through Procurement.

# **POOL CAR**

To enable you to perform your duties, you may on occasions be asked to drive the Company's pool vehicle. You are only insured to drive pool vehicles if you have a current driving licence and valid to drive the level of vehicle being used. You must inform the Company immediately if you are convicted of a driving offence or incur penalty points on your driving licence.

It is your responsibility to maintain the vehicle in good order and ensure it remains clean while it is in your possession. Any bodywork or mechanical damage must be reported immediately to your Manager. You may be asked to pay for any internal or external damage caused to the vehicle through poor maintenance or negligence. Only those authorised by S&R Construction Ltd may drive company vehicles.

If you have an accident in the pool vehicle, you should follow the procedures detailed in this Employee Handbook. If, in certain circumstances and following an investigation, you are found to be responsible and were driving recklessly or negligently, S&R Construction Ltd may require you to pay the insurance excess. S&R Construction Ltd reserves the right to make a deduction from your salary to recover the insurance excess and may deal with the matter through the Disciplinary Procedure. When using the pool vehicle, whether as a driver or passenger, you must ensure the vehicle remains smoke free.

# **USE OF OWN VEHICLE ON COMPANY BUSINESS**

From time to time, you may be required to use your own vehicle for travelling on behalf of S&R Construction Ltd. You should ensure therefore that always it is driven on behalf of the Company; it is in the state and condition that is required by law and that it is insured for occasional business travel. You should provide S&R Construction Ltd with a copy of your driving licence, a valid MOT certificate and a copy of your insurance policy. You will need to submit details of your business mileage on an Expenses Form so that a payment for the business mileage can be made to you.

#### **DRIVING LICENCE**

All drivers on business for S&R Construction Ltd must hold a valid driving licence appropriate for the vehicle being driven. A copy of your driving licence should be provided to S&R Construction Ltd and will be held on your personal file. Drivers must be at least 25 years old.

# **DRIVING & PARKING OFFENCES**

S&R Construction Ltd does not accept any liability for any driving or parking offences that you may commit whilst driving on company business and will not pay any fines that you may incur. In exceptional circumstances only, this may be waived at the absolute discretion of the Directors.

#### **ALCOHOL & DRUGS ON COMPANY BUSINESS**

You are not permitted to be over the legal alcohol limit or take illegal drugs or other illegal substances whilst out on business or whilst driving a vehicle owned by S&R Construction Ltd. Any breaches will be dealt with through the Disciplinary Policy. Such offences are Gross Misconduct.

## **USE OF MOBILE TELEPHONES WHILST DRIVING**

It is an offence to use a mobile telephone whilst you are driving unless an appropriate hands-free appliance has been installed in your vehicle. Driving includes being stationary if the engine is on. Even if a hands-free kit has been fitted in your vehicle, you must only use your mobile telephone in circumstances where you remain in control of your vehicle. Any employees who are found to be using their mobile telephone unsafely, or without the appropriate appliance whilst they are driving, will be dealt with through the Disciplinary Procedure.

## **INSURANCE EXCESS**

If you have an accident in your company vehicle, you should follow the procedures detailed in this Employee Handbook. If, in certain circumstances and following an investigation, you are found to be responsible and were driving recklessly or negligently, S&R Construction Ltd may require you to make a payment equal to the insurance excess. S&R Construction Ltd reserves the right to make a deduction from your salary to recover this amount and may deal with the matter through the Disciplinary Procedure.

## IN THE EVENT OF A MOTOR ACCIDENT

In the event of a motor accident whilst on business, you must exchange details with the drivers of the other vehicles involved. Company vehicle drivers can give the Company name and address as the owner of the vehicle. You should obtain from the other vehicle involved:

- The vehicle registration number and the driver's name and address;
- The name and address of the owner of the vehicle;
- Details of the insurance company and of any witnesses.

If anyone has been injured, you should arrange for someone to call an ambulance and the Police without delay. You must stay at the scene until the emergency services arrive. At no time should you admit to being responsible for the accident, nor should you accept liability.

If you were driving a Company vehicle, you should advise your Manager of the accident details and submit a completed insurance report form available from the Transport Department at the earliest opportunity. In circumstances where you have been found to be guilty of negligence, you may be required to reimburse the Company, through deductions from your salary, for all or part of the repairs.

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## 15. OTHER ABSENCES

#### **COMPASSIONATE LEAVE**

If you require a leave of absence for personal reasons you should, initially, discuss the matter with your Manager. In general, you will be expected to use outstanding holiday entitlement, but special unpaid leave may be given in extenuating circumstances.

#### BEREAVEMENT LEAVE

Individual's reactions to bereavement vary greatly and the setting of fixed rules for time off is therefore inappropriate. You should discuss your personal circumstances with a Director and agree appropriate time off.

This leave may be paid or unpaid, or part-paid, at the complete discretion of a Director. You may be asked to provide third-party confirmation of bereavement if you are applying for bereavement leave.

#### TIME OFF FOR PUBLIC DUTIES

You are allowed time off if you are called for jury service. Although time off for jury service will be unpaid, you are able to claim from the Court for the loss of earnings that you have incurred. You may also be allowed time off to serve as a Crown witness or for other public duties, and these should be notified to and agreed by your Manager.

# TIME OFF DURING WORKING HOURS

You are expected to take care of personal matters outside working hours wherever possible. If you are not able to make an appointment outside of your working hours, you are asked to try and secure an appointment either first thing in the morning or last thing in the afternoon to minimise disruption to the Company. Requests for time off for urgent personal reasons should be made to your Manager and will be considered sympathetically. You may however be asked to make up any hours lost. Alternatively, a half-day holiday may be taken as part of your annual leave entitlement, subject to prior agreement with your Manager.

## **SECTION C**

## **FAMILY FRIENDLY PROVISIONS**

#### Section C

This section of the Handbook provides guidance on the Company's family friendly policies. Although non-contractual, you should read and take note of these as they provide you with important information about the statutory position and your rights.

This section is non-contractual.

It is important that you read and familiarise yourself with this section of the Handbook. The Company reserves the right to make alterations to the contents of these sections of the Handbook that may be necessary over time. These will be communicated to you in writing, by email or displayed as notices at your place of work.

## What Does This Mean?

This means that the information in this section is provided as guidance and information only. It is important that you read and understand this section as it sets out the Company standards, policies and procedures for many of the situations you will face during your employment.

## Do I Need to do Anything?

You will need to familiarise yourself with the contents of this section and you will be able to use it as a reference for guidance on a variety of company issues.

# Can this Section be Changed?

The Company reserves the right to make alterations to the contents of this section of the Handbook that may be necessary over time. Should this be required, S&R Construction Ltd will communicate these changes to you.

## **How will Changes be Communicated?**

You will be given notice of any changes to this section in writing. This will take one or more of the following forms:

- a) By letter or email:
- b) By issuing notices or placing information on the notice boards;

## 16. FAMILY FRIENDLY POLICIES

## **FLEXIBLE WORKING ARRANGEMENTS**

All employees with children under the age of 17 (or 18 if the child is disabled) and carers of certain adults can ask their employers to consider alternative working hours arrangements. You must have at least 26 weeks continuous service before applying and S&R Construction Ltd Infrastructure and Solutions confirms that it will consider all requests on an individual case-by-case basis as they are received. If you require any further information in respect to this, please contact the HR Manager.

From 30 June 2014, the right to request flexible working is extended to all qualifying employees.

## TIME OFF FOR DEPENDANTS

You are allowed a reasonable amount of time off to deal with certain unexpected or sudden emergencies relating to a dependant, or to make necessary long-term arrangements for a dependant. This may be if a dependant falls ill or is injured, or if there is an unexpected disruption in the care arrangements for a dependant. Time off is normally without pay.

This time off is available for you to deal with the immediate situation and to make longer-term arrangements as necessary. The length of time available will depend on the circumstances.

If you cannot attend work due to such an emergency, you should inform your Manager within 30 minutes of your start time. If you must leave work during the working day to deal with an emergency, you must inform your Manager before leaving the premises.

## **PARENTAL LEAVE**

Parental leave allows you to take time off work to look after your child or to decide for their welfare. Parental leave is unpaid.

You must have been continuously employed for a year or more with S&R Construction Ltd to be eligible for parental leave. Both mothers and fathers can take parental leave. Parental leave is up to 18 weeks and can be taken up until the child's 5th birthday (or 5 years from the date a child is adopted or, in the case of a child with a disability, up until the child's 18<sup>th</sup> birthday). The following guidelines apply to parental leave:

- Leave must be taken in blocks or multiples of 1 week (except for parents of disabled children who can take blocks or multiples of 1 day)
- A maximum of 4 weeks' leave in each year can be taken in respect of each child
- You must give 21 days' notice, in writing, if you wish to take parental leave.
- S&R Construction Ltd can postpone the leave for up to 6 months, if the leave time requested would disrupt the business.
- S&R Construction Ltd cannot postpone leave when you give notice to take leave immediately after the birth of your baby (or when a child is placed with your family for adoption).

For further information, please speak to the HR Department.

## 17. MATERNITY POLICY & INFORMATION

## **INTRODUCTION**

S&R Construction Ltd is committed to retaining women in employment following maternity leave. Detailed below is an outline of entitlement to maternity leave, maternity payments and antenatal care. Immediately you discover you are pregnant; you should contact your Manager so that you can be briefed on entitlements and to ensure you are not exposed to any risks to your pregnancy during your work. The rules and regulations are complicated and need to be adhered to, so valuable benefits are not lost.

#### **MATERNITY LEAVE**

All employees, regardless of length of employment or hours of work, are entitled to the statutory minimum maternity leave and to return to work in the same job or a similar one with equally favourable conditions. To qualify, you must inform the company by the end of the 15<sup>th</sup> week before the expected week of confinement (EWC):

- That you are pregnant;
- The intended start date of your maternity leave period (MLP);
- The expected week of your confinement (EWC).

This notification should be made in writing and should be supported by a Maternity Certificate (Form MATB1 (as amended)) supplied by your doctor or midwife. If you should subsequently decide that you wish to change any of the dates for your maternity leave, you must inform the Company at least 28 days before the start of your maternity leave.

# STATUTORY MATERNITY PAY (SMP)

This is payable by the Company for 39 weeks (as long as certain conditions are fulfilled). SMP is payable to all employees with 26 weeks of employment with S&R Construction Ltd at the start of the 15<sup>th</sup> week before the expected week of childbirth, and as long as you earn above the lower earnings limit. The entitlement during the maternity leave period is:

- To pay at 90% of your average weekly earnings for the first 6 weeks; and
- A maximum of 33 weeks at the current SMP rate or 90% of average weekly earnings if this is lower.

If you do not qualify for Statutory Maternity Pay, you may be entitled to Maternity Allowance Payments. You will need to make a claim for this via your local Jobcentre Plus.

Further details, including current SMP rates and leaving dates, are available from the HR Department.

## **ANTENATAL CARE**

All employees are entitled to time off with pay in order to receive antenatal care. You must however provide an appointment card or some other documentation showing the dates and times of your appointments.

#### SHARING YOUR MATERNITY LEAVE

An employee may choose to share her maternity leave with their partner under new additional paternity leave arrangements. Additional paternity leave may be taken from 20 weeks into the maternity leave period and is for a maximum of 26 weeks in total. The employee on maternity leave must return to work before the commencement of any additional paternity leave. The partner should discuss this with their employer directly and further details are contained within the Paternity Leave Policy.

#### **KEEPING IN TOUCH DAYS**

You can agree with the Company to work for up to 10 days during your maternity leave period (but not during the first 2 weeks of compulsory maternity leave) without bringing the maternity leave entitlement to an end. Work can include training and must be agreed between both parties. The Company cannot compel you to attend for this purpose. Attendance on these dates will not serve to extend the period of maternity leave.

## RETURNING TO WORK FOLLOWING MATERNITY

It is hoped that all employees will return to work following maternity leave. If you wish to return before the official end of your maternity leave (1 year), you are required to give written notice 8 weeks in advance of your intended return date. You should forward this notification to the HR Department. Once received, S&R Construction Ltd will arrange a meeting between you and your Manager to confirm your terms of employment and update you with any changes that may have happened inside the Company whilst you have been away on leave.

## 18. ADOPTION POLICY & INFORMATION

#### INTRODUCTION

S&R Construction Ltd is committed to retaining parents in employment following adoption leave. Detailed below is an outline of entitlement to adoption leave and adoption payments. Immediately you receive notification of a new match from your adoption agency, you should contact your Manager so that you can be briefed on entitlements. The rules and regulations are complicated and need to be adhered to, so valuable benefits are not lost.

#### **ADOPTION LEAVE**

All employees who are newly matched with a child for adoption by an approved adoption agency and who have 26 weeks' continuous employment, are entitled to 26 weeks Ordinary Adoption Leave, and to return to work in the same job or a similar job with equally favourable conditions. In addition, employees also have the right to Additional Adoption Leave and to return to work after up to 52 weeks following the beginning of the Adoption Leave period. To qualify, employees must inform the Company within 7 days of being notified by the adoption agency:

- That you have been matched with a child;
- The date when the child is expected to be placed with you; and
- The intended start date of your adoption leave period.

This notification should be made in writing and should be supported by a Matching Certificate supplied by the adoption agency. If you subsequently decide that you wish to change any of the dates of your adoption leave, you must inform the Company at least 28 days before the start of your adoption leave (wherever practicable).

# **SHARING YOUR ADOPTION LEAVE**

An employee may choose to share their adoption leave with their partner under new additional paternity leave arrangements. Additional paternity leave may be taken from 20 weeks into the adoption leave period and is for a maximum of 26 weeks in total. The employee on adoption leave must return to work before the commencement of any additional paternity leave. The partner should discuss this with their employer directly and further details are contained within the Paternity Leave Policy.

# STATUTORY ADOPTION PAY (SAP)

This is payable by the Company for 39 weeks (if certain conditions are fulfilled). SAP is payable to all employees with 26 weeks of employment with S&R Construction Ltd at the start of the week that you receive notification that you have been matched with a child, and if you earn above the lower earnings limit. You are entitled during adoption leave to a maximum of 39 weeks at current SAP rates or 90% of normal weekly earnings if this is lower.

#### **KEEPING IN TOUCH DAYS**

An employee on Statutory Adoption Leave can agree with their employer to work for up to 10 days during this statutory leave period without bringing the adoption leave entitlement to an end. Work can include training and must be agreed between the parties. The Company cannot compel you to attend for this purpose. Attendance on these dates will not serve to extend the period of adoption leave.

## 19. PATERNITY POLICY & INFORMATION

#### **PATERNITY LEAVE & PAYMENTS**

Immediately you discover your spouse/partner is pregnant, you should contact your Manager so that you can be briefed on your entitlements. Paternity leave and paternity pay is also available to employees following the placement of a child for adoption.

If you have been employed with S&R Construction Ltd continuously for 26 weeks (or more) 15 weeks before the expected birth date, you will be eligible for paternity leave. Notification of your intention to claim must be made in writing, accompanied by a completed self-certificate, which must be received by the 15<sup>th</sup> week before the baby is expected. You must also state the period that you wish the paternity period to cover.

## **ORDINARY PATERNITY LEAVE**

Ordinary Paternity Leave is up to 2 working weeks. You can take either 1 working week or 2 consecutive working weeks, but not odd days here and there. The period of leave can start on any day of the week or following the child's birth or placement with you but must be taken within 56 days of the actual date of the birth or placement of the child. The only exception to this is if the child is born early within 56 days of the expected date of birth, Ordinary Paternity Leave must then be taken within the period from the actual date of birth up to 56 days after the expected week of birth.

#### ADDITIONAL PATERNITY LEAVE

Employees who have worked continuously for S&R Construction Ltd for 26 weeks (or more) 15 weeks before the expected birth date are also eligible for Additional Paternity Leave providing the mother or adopter of the child is returning to work before the commencement of your Additional Paternity Leave. Notification of your intention to claim Additional Paternity Leave must be made in writing, accompanied by a completed self-certificate which must be received by the Company at least 8 weeks before you want to start your leave. You must also state the period that you wish your Additional Paternity Leave to run for and provide a signed declaration from the mother or adopter.

Additional Paternity Leave is up to 26 working weeks and must be taken as consecutive weeks. The earliest date that you may start any Additional Paternity Leave is 20 weeks after the child has been born or placed for adoption and must be completed within 1 year of the child's birth or placement for adoption.

#### STATUTORY PATERNITY PAY

Ordinary Statutory Paternity Pay (SPP) is payable to you for a maximum of 2 working weeks (providing certain conditions are fulfilled). SPP is payable to all employees whose weekly earnings are above the lower earnings limit, and who have 26 weeks of continuous employment with S&R Construction Ltd at the start of the qualifying week (the 15<sup>th</sup> week before the expected due date). During paternity leave, you will receive either the fixed weekly SPP entitlement or 90% of your average weekly earnings, if this is less than the fixed weekly entitlement. Details of the current weekly pay entitlements are available from the HR Department.

You are expected to advise your Manager of the date that you expect SPP to start from at least 28 days in advance of the first payment. The Company understands however that the nature of paternity leave may mean that dates of leave may need to be changed in accordance with the birth/arrival date. You are asked however to try and provide as much notice as possible. You are entitled to return to the same job following a period of paternity leave.

# ADDITIONAL STATUTORY PATERNITY PAY (ASPP)

Additional Statutory Paternity Pay (ASPP) is payable by the Company for any remaining period of your partner's 39-week Maternity Allowance, Statutory Maternity or Statutory Adoption Pay period (providing certain conditions are fulfilled). There must also have been a minimum of 2 weeks unexpired statutory maternity or adoption pay period remaining. ASPP is payable to all employees whose weekly earnings are above the lower earnings limit and who have 26 weeks of continuous employment with S&R Construction Ltd at the start of the qualifying week. The qualifying week is the 15<sup>th</sup> week before the expected due date.

# KEEPING IN TOUCH DAYS DURING ADDITIONAL PATERNITY LEAVE

An employee on additional paternity leave can agree with their employer to work for up to 10 days during their additional paternity leave period without bringing the paternity leave entitlement to an end. Work can include training and must be agreed between the parties. The Company cannot however compel you to attend for this purpose. Attendance on these dates will not serve to extend the period of additional paternity leave.

Further details regarding paternity, including current SPP and ASPP rates and leaving dates, are available from the HR Department.

## **SECTION D**

## **POLICIES AND PROCEDURES**

#### Section D

The formal policies and procedures of S&R Construction Ltd are contacted in this section. Further policies may be created over time either in accordance with changes in legislation or as the working practices of S&R Construction Ltd evolve further.

It is important that you read and familiarise yourself with this section of the Handbook. The Company reserves the right to make alterations to the contents of these sections of the Handbook that may be necessary over time.

## What Does This Mean?

This means that the information in this section is provided as guidance and information only. It is important that you read and understand this section as it sets out the Company standards. policies and procedures for many of the situations you will face during your employment.

# Do I Need to do Anything?

You will need to familiarise yourself with the contents of this section and you will be able to use it as a reference for guidance on a variety of company issues.

## Can this Section be Changed?

The Company reserves the right to make alterations to the contents of this section of the Handbook that may be necessary over time. Should this be required, S&R Construction Ltd will communicate these changes to you.

#### **How will Changes be Communicated?**

You will be given notice of any changes to this section in writing. This will take one or more of the following forms:

- By letter or email;
- By issuing notices or placing information on the notice boards;

## 20. THE DISCIPLINARY PROCEDURE & INFORMATION

## THE DISCIPLINARY PROCEDURE (NON-CONTRACTUAL)

In any organisation it is essential that certain standards and levels of performance are maintained to ensure the smooth running of the Company and the wellbeing of employees. The Disciplinary Procedure is designed to help and encourage all employees achieve and maintain acceptable standards of conduct, attendance and job performance. The aim is to ensure consistent and fair treatment for all employees.

Failure to meet standards of conduct by the employee may, initially, be brought to the employee's attention by their Manager in informal conversations, if this is appropriate.

In cases of poor job performance, the Company may elect to discuss this informally at first with the employee concerned. The employee's Manager would conduct this meeting. The purpose of this meeting is to establish the reasons for the poor job performance and identify and agree a mutually acceptable way forward. Such activities may include re-training, coaching or changing working procedures.

In all cases where disciplinary action is being considered, no decision will be reached, and no disciplinary action will be taken, until the matter has been fully investigated and the employee has been given the opportunity to state their case and to offer explanations. At all formal stages, employees have the right to be accompanied and will be given the opportunity to appeal against any disciplinary action taken.

Depending on the seriousness of the case, the Disciplinary Procedure may be entered at any of the stages outlined below. In certain circumstances, the Company reserves the right to not follow the Disciplinary Procedure. Except in cases of gross misconduct, dismissal is unlikely to be the first step.

## **INFORMAL PROCEDURE**

The Company will endeavour to deal with issues that arise with employees informally in the first instance. If an issue relating to performance or conduct arises, your immediate Manager or a member of the management team will attempt to speak to you on the day on which the issue arises or as soon as possible thereafter. If necessary, the issue may be investigated and the outcome discussed with you. A note may be placed on your file recording the meeting or outcome of any investigation or discussions, or it may be confirmed to you by letter.

Where a disciplinary meeting is to be held, employees will be given notice of the disciplinary meeting. Although this will normally be not less than 24 hours, circumstances may demand that a meeting is held sooner.

The employee is entitled to be accompanied at a disciplinary meeting by a fellow employee or a trade union official. If the employee's chosen companion is not available at the time proposed for the meeting, the employee may delay the meeting provided that they propose an alternative time. The alternative time must fall within 5 working days of the date of the original meeting and must be at a time that is reasonable.

#### STAGES OF THE DISCIPLINARY PROCEDURE

# Stage 1 – Verbal Warning

If conduct or performance does not meet acceptable standards, you will normally be given a formal verbal warning. A brief note of the warning will be kept on your personal file but, under normal circumstances, will become inactive after 6 months, subject to on-going satisfactory conduct and performance.

## Stage 2 - Written Warning

If there is a repetition of an offence (for which a verbal warning has been given), or the offence is a more serious one, a written warning will be given. You will receive a letter recording the nature and outcome of the disciplinary meeting. This will give details of the complaint, the improvements required and, if appropriate, the time scales for review. It will warn that action under Stage 3 will be considered if there is no satisfactory improvement and will advise of the right to appeal. A copy of this warning will be held on your personal file but, under normal circumstances, will become inactive after 12 months, subject to on-going satisfactory conduct and performance.

# **Stage 3 - Final Written Warning**

If there is a failure to improve conduct or performance is still unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning, a Final Written Warning will be given. Again, this will give details of the complaint, will warn that dismissal will result if there is no satisfactory improvement, and will advise of the right to appeal. A copy of this warning will be held on your personal file but, under normal circumstances, will become inactive after 12 months, subject to on-going satisfactory conduct and performance.

Warnings will be recorded on employee files but will be disregarded for disciplinary purposes after the stated periods, subject to continuous satisfactory conduct or performance, unless otherwise stated in warning letters. In exceptional circumstances, where repeated poor conduct or poor performance could not be tolerated in the future, the Company reserves the right to place written warnings on file for a longer period. In such cases, employees will be advised of this.

#### Stage 4 – Dismissal

If conduct or performance is still unsatisfactory and the employee fails to reach the prescribed standards, dismissal will normally result. This will first be discussed with the employee. This decision will then be confirmed in writing, detailing the person to whom any appeal should be made.

## **SUSPENSION**

In certain circumstances an employee may be suspended from work pending further investigation. Suspension will normally be with pay. However, in exceptional circumstances only, the Company may reserve the right to suspend without pay or on reduced pay where there are serious allegations which may amount to gross misconduct or where the Disciplinary Procedure is delayed through no fault of the Company.

## **GROSS MISCONDUCT**

Generally, gross misconduct includes any serious breach of conduct or duty which brings the Company into disrepute, or actions that are inconsistent with the relationship of trust and fidelity required between the Company and its employees. If the Company, after conducting a full investigation, is satisfied that gross misconduct has occurred, the result will normally be instant dismissal without notice or a payment in lieu of notice.

The following list, which is not exhaustive, outlines offences that are normally regarded as gross misconduct. Theft; fraud; deliberate falsification of records, expense claims, timesheets or other documentation; making untrue statements with intent or deceiving or defrauding the Company; fighting or assault on another person; being on Company premises under the influence of alcohol or illegal drugs; deliberate damage to property; unauthorised absence; breach of the Business Ethics & Anti-Bribery Policy; serious acts of insubordination; misuse of Company property; breach of the No Smoking Policy; communicating confidential information outside the Company; gross negligence; any violation of Health and Safety rules; and deliberate acts of harassment or non-compliance with the Company's policy on equal opportunities.

## **RIGHT OF APPEAL & APPEAL PROCEDURE**

At the end of the Disciplinary Procedure all employees have the right to appeal against any disciplinary action taken against them. Employees have the right to be accompanied by a fellow employee or trade union official at appeal meetings. The Appeal Procedure is outlined below.

#### **APPEAL AGAINST A WARNING**

- An appeal against disciplinary action must be made in writing within 5 working days of the disciplinary action;
- An appeal against a warning should be made in writing to a Director stating the reasons for non-acceptance of the warning. A nominated Director will then fully review the facts;
- The employee will be asked to attend an appeal meeting with the nominated Director, within 5 working days;
- The employee will be informed of the decision in writing within 5 working days of the meeting.

## APPEAL AGAINST DISMISSAL

- An appeal against dismissal should be made in writing to a Director within 5 working days;
- A full review of the facts will be carried out and the employee invited to attend an appeal meeting;
- The employee will be informed of the decision in writing within 5 working days of the meeting. The Director's decision is final.

## **OVERLAPPING GRIEVANCE AND DISCIPLINARY PROCEDURES**

If you wish to raise a grievance during a disciplinary process, the Company reserves the right to deal with both issues concurrently. You will be informed in writing of how the Company will be handling your individual circumstances and should be aware that any disciplinary decision may not be delayed.

## 21. THE GRIEVANCE PROCEDURE & INFORMATION

# **GRIEVANCE PROCEDURE (NON-CONTRACTUAL)**

The aim of the Grievance Procedure is to resolve concerns that employees may have about your job, working conditions or any other issue relating to your employment. The objective is to resolve issues quickly and to the satisfaction of both parties.

#### **INFORMAL PROCEDURE**

Most grievances are best resolved informally in discussions with your Manager. If you have a grievance relating to any aspect of your job, working environment or the conditions of employment, you should speak to your Manager on the day on which the grievance occurs or as soon as possible thereafter. If necessary, the situation will be investigated, and the outcome will be discussed with you.

#### FORMAL PROCEDURE

If the grievance cannot be resolved informally, you should put your grievance in writing to your Manager. If the grievance is against your own Manager, you should send your grievance directly to a Director. You will then be invited to a meeting to discuss the grievance and may be accompanied by a work colleague or trade union official during the meeting. The Manager (or a Director) will respond to the grievance in writing within 5 working days of the meeting.

#### **FINAL STAGE**

If you are not satisfied with the outcome, you should write to a Director, again giving details of your grievance and explaining why the matter remains unresolved. You will then be invited to attend a meeting with a Director to discuss the grievance. A work colleague or trade union official may accompany you at this meeting. The Director will respond to your grievance in writing within 5 working days of the meeting.

#### **GRIEVANCE MEETING**

If you wish to be accompanied at a grievance meeting and your chosen companion (work colleague or trade union official) is not available, you may ask for the meeting to be postponed by up to 5 working days and should suggest an alternative time for the meeting.

## **OVERLAPPING GRIEVANCE AND DISCIPLINARY PROCEDURES**

If you wish to raise a grievance during a disciplinary process, the Company reserves the right to deal with both issues concurrently. You will be informed in writing of how the Company will be handling your individual circumstances and should be aware that any disciplinary decision may not be delayed.

## 22. EQUAL OPPORTUNITIES & NON-DISCRIMINATION

## **INTRODUCTION**

S&R Construction Ltd is committed to a policy of equal opportunity and non-discrimination. At all times, it aims to:

- Select, recruit, develop and promote the very best people, basing judgement solely on suitability for the job;
- Ensure all applicants and employees receive fair and equal treatment irrespective of sex, sexual orientation, gender reassignment, marital status, pregnancy and maternity, nationality, colour, race, national origin, religion or belief, age or disability;
- Maintain a working environment free from harassment and intimidation;
- Ensure that existing and new legislative Acts based on a stated right to equal treatment are strictly adhered to;
- Deal speedily and effectively with any complaints of alleged discrimination and/or harassment, ensuring all such complaints are fully investigated and that remedial action is taken where necessary.

## **DISCRIMINATION & HARASSMENT**

Harassment can take many forms and can be aimed at an individual or a group. By way of example people can be subjected to harassment on the following grounds:

- Race, ethnic origin, nationality, colour, sex, sexual orientation or gender reassignment, pregnancy or maternity;
- Religion, belief or political conviction;
- Their willingness to challenge harassment, leading to victimisation;
- Disability, sensory impairment or learning difficulties;
- Their age or youth, whether actual or perceived;
- Their association with a person with any of the above characteristics;
- A false perception of any of the above characteristics;
- Offence caused to them by any other employee or third party even though it may not have been directed towards them.

S&R Construction Ltd will take all reasonable steps to ensure the elimination of harassment. Harassment will not be tolerated, and deliberate harassment is Gross Misconduct.

#### **EMPLOYEE RESPONSIBILITIES**

Employees are expected to fully comply with the Equal Opportunities Policy and may be disciplined if they are found to be in breach of it. Deliberate acts of discrimination or harassment are Gross Misconduct.

#### DISCRIMINATION OR HARASSMENT PROCEDURE

If you are the subject of harassment, your complaint can be made formally or informally. In either case, it will be dealt with promptly.

Informally, you may either speak to your Manager or ask a colleague to speak in confidence on your behalf. They will offer advice and may investigate further. Formally, employees should use the Grievance Procedure. In the event of the grievance being against your direct Manager, you should make your complaint directly to a Director. Employees must appreciate that the Company may only be able to take formal action if a formal complaint is made.

Employees are assured that allegations of harassment will be dealt with quickly and taken seriously. Under no circumstances should it be feared that an employee would be victimised for making or being involved in a complaint. Victimisation of a complainant is in itself a disciplinary offence.

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#### 23. COMPUTER, EMAIL & INTERNET POLICY

## **USE OF COMPUTERS, EMAIL & INTERNET**

The Company's policy on the use of computers, email (including any mobile devices) and the internet, is designed to protect both the Company and individuals against misuse and to provide guidelines to users about the appropriate use of these systems.

The computer systems used by S&R Construction Ltd are essential to the Company's operations. You should ensure that, always, your actions or in-actions do not compromise the working operation of the computer system. If you are unclear about any aspect of the policy, you should speak to your Manager or the person responsible for the computer system. Any breach of the policy on the use of computers, email and the internet, will be dealt with through the Disciplinary Procedure.

## **SECURITY OF THE COMPUTER SYSTEM**

To avoid unnecessary degrading of the network performance and to protect the network from viruses, under no circumstances may unauthorised software, programs or data be loaded (or downloaded from the internet) onto the computer system or your own workstation.

Under no circumstances may illegal, defamatory, inappropriate or offensive software or material be accessed, installed, stored or downloaded onto any computer/workstation. In the event of any such software or material being found, you will be personally liable. This liability may include criminal prosecution, fines or penalties. In addition, such action is gross misconduct and the individuals concerned will be subject to the Disciplinary Procedure.

Copies of programs or data must not be taken or removed from the Company's premises without the express permission of your Manager (if authorised by the Data Owner). S&R Construction Ltd regards computer system security to be of paramount importance. Any individual action or inaction that compromises this security is a serious matter. Detailed below are guidelines regarding use of computers:

You may only log on to the network using your own account and you should keep your password confidential.

## PROBLEMS?

If you experience a problem with your computer, you should inform your Manager or the person responsible for the computer system as soon as the problem arises. You should write down the details of any error messages, so these can be communicated to the person who will deal with the problem.

# THE INTERNET

S&R Construction Ltd authorises certain individuals to access the internet, or parts of the internet, for the performance of their duties. Private use of the internet is acceptable provided you have gained the prior permission of your Manager and do this outside of working hours. S&R Construction Ltd will investigate cases where individual employees spend excessive amounts of their time on the internet.

The Company reserves the right to further investigate the use of the internet by individual employees or indeed all employees, where it believes there is a breach of the Company's internet Policy or to protect the rights of other employees.

You should not deliberately access sites that may contain material that is (or may be) illegal, defamatory, or have content that is inappropriate or offensive and, under no circumstances whatsoever, should such material be downloaded or distributed within the Company.

Any unauthorised use of the internet will be treated as a disciplinary matter. In particular, you should be aware that the Company will treat any downloaded material that may be regarded as harassment or discrimination as a serious disciplinary matter. Detailed below are further guidelines regarding the internet:

- You may not access any chat rooms (IRC or ICQ type services) using the Company's computer systems;
- You may not use the Company's internet facilities to access social media websites for personal reasons;
- You may not use the Company's internet facilities for personal financial or commercial gain.

# **USE OF SOCIAL NETWORKING WEBSITES**

The Company reserves the right to monitor access to social networking websites such as, but not limited to Facebook, Twitter, LinkedIn, My Space, YouTube, personal blogs or any blogs whatsoever or any such sites. Should the Company feel that usage of such items is for personal use, your access to the internet or to such sites may be restricted or withdrawn. Should further usage occur breaching such penalties, then this will be considered by the Company as a disciplinary matter.

You must not make comments or down/upload material to such sites that may be inappropriate, offensive, derogatory or discriminatory about the Company, colleagues, clients or suppliers, or divulge any confidential information or trade secrets of the Company or comments that bring the Company into disrepute. The Company reserves the right to monitor any social networking websites, including personal accounts, and any results may be used in disciplinary action against you. Such behaviour will be gross misconduct.

You should also be careful not to divulge any other employee's personal information at any time. If you post on any blogs, you should always insert a disclaimer to advise readers that any views outlined in the blog are your personal views only and do not represent the Company's view.

#### **USE OF EMAIL**

Although email communication is in common use, it can have legal implications for the people that use it and the Company for which you work. You should be aware that the contents of emails sent from a Company's computer system can bind the Company contractually or can give rise to defamation claims.

Detailed below are guidelines on the use of email with S&R Construction Ltd:

- The provision of email on the computer system is generally for business use. Private emails outside S&R Construction Ltd are allowed provided you have gained the prior permission of your Manager and read / respond to them outside of working hours;
- Do not write anything in an email that you would not put in a letter or say to a person's face. You should not use obscene, vulgar, abusive or inappropriate language, pornographic or offensive pictures or other such material in emails;
- Be aware that emails could possibly have a contractual implication or become legally binding:
- Do not send multiple or chain emails;
- Do not forward emails to colleagues inside S&R Construction Ltd unless they are business-related;
- Do not post your personal details or the details of S&R Construction Ltd to an internet website;
- Report all unsolicited email that is received to your Manager or the person responsible for the computer system.

You should be aware that S&R Construction Ltd, via its ISP, monitors all email activity. The Company also reserves the right to investigate the email activity of individual employees, where there are reasonable grounds to believe that the Company's email policy has been breached, to protect the rights of other employees or to investigate internal or external complaints about malicious emails.

It may be necessary to access the incoming emails of individual employees during their absence. This would normally apply to employees who have regular contact with customers or suppliers, and where the Company has identified the need for this relationship to be actively managed in the absence of the employee. There may also be other occasions where, for business reasons, the Company needs to access emails to retrieve information. Therefore, you are advised not to include personal or private information in emails that are sent or received via the Company's computer system.

You should note that S&R Construction Ltd provides a facility to delete personal emails from your own computer. The Company recommends that you regularly review any personal emails that are stored in your inbox and delete them from your computer. If you are unsure of how to delete unwanted emails, you should contact your Manager or the person responsible for the computer system.

## 24. HEALTH & SAFETY

# **HEALTH & SAFETY AT WORK**

S&R Construction Ltd recognises fully its responsibilities for the health and safety of its employees, contractors, visitors and the public, and will ensure that adequate facilities are provided to carry out the policy and monitor its implementation.

The Company's policy is to do everything reasonably practicable to provide and maintain a safe and healthy working environment for its employees, contractors and visitors, and to safeguard the public.

In providing this environment, S&R Construction Ltd must conform to legal requirements and regulations. Equally you are bound by law to abide by Company recommendations on health and safety. To ignore them may lead not only to disciplinary action but also legal prosecution.

S&R Construction Ltd is required to bring to your attention details of the Company's policy in these matters and the arrangements for carrying out this policy. On your first day at work, you will be taken through an induction checklist, and this should bring to your attention essential site safety information. You should be familiar with its content and follow the specified safe working practices as appropriate. If you have not understood or find it difficult to take it in on your first day, you must ask your Manager for clarification. A general policy statement on Health and Safety at Work is detailed below.

## **GENERAL POLICY STATEMENT**

S&R Construction Ltd Health and Safety Policy is reflected in the following objectives:

- To provide safe and healthy working conditions and to set high standards for the health and safety of employees and non-employees;
- To maintain these standards by adhering to statutory requirements and continually reviewing existing practices to ensure a healthy and safe working environment;
- To ensure the provision of such information, instruction, training and supervision as is necessary to ensure the health and safety of all employees;
- To ensure that managers, supervisors and all employees understand their responsibilities to ensure maximum health and safety in all activities for which they are responsible or in which they take part;
- To obtain the co-operation of all employees in the observance of this policy in order to provide healthy and safe working conditions and freedom from accidents for all;
- To maintain an up-to-date knowledge of the potential hazards of all equipment and materials used within the Company;
- To assess the potential risk of materials before they are introduced to the Company and to re-assess any risks of equipment and materials at regular intervals.

# **ACCIDENT PREVENTION**

It is your duty to minimise the possibility of an accident occurring. You should leave desks, offices and all other places of work tidy and safe at the end of the day. You should inform your Manager immediately of any faulty furniture, equipment or materials and also report any practices or processes that you believe to be unsafe.

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#### **ACCIDENT & INCIDENT REPORTING**

On your first day at work, you are shown the location of your nearest first aid box. If you are hurt or injured on Company premises, S&R Construction Ltd will arrange for you to receive first aid treatment. If necessary, further medical assistance will be provided by the ambulance service or local hospital.

The details of all accidents and injuries caused on Company premises, no matter how trivial, must be entered in the Accident Book at the earliest opportunity. The Accident Book is kept by the Health & Safety Officer.

#### **FIRST AIDERS**

The names of the First Aiders are displayed on the Company notice board. First Aiders will be supported by the ambulance and local accident and emergency services as required by any incident.

#### **RISK ASSESSMENTS**

S&R Construction Ltd regularly reviews its' working practices including the general working environment and individual employees' workstations, to ensure that best practices are adhered to or adopted, and that safety hazards are identified and accidents so far as reasonably practicable are avoided. The Company also regularly monitors the safety of any equipment or machinery provided for use by employees.

Maintenance is regularly and scrupulously carried out and proper records are kept. All equipment and machinery provided by S&R Construction Ltd complies with the appropriate UK standards and is designed or adapted for the purpose for which it is used. All employees who use or supervise the use of such equipment or machinery are properly trained in its use including Health and Safety considerations.

## **EVACUATION & FIRE REGULATIONS**

The fire drill, including what to do and where you should assemble, is displayed on the Company notice board. Do ensure that you are fully aware of the fire drill.

#### **USE OF DISPLAY SCREEN EQUIPMENT**

There are regulations in place to protect those employees who habitually use visual display screens (VDUs). It is important to ensure that your equipment (i.e. desk, chair, screen, keyboard and mouse) is arranged in such a way as to ensure that it can be used comfortably without over-reaching. You should also ensure that your screen is free from glare and reflections and is cleaned regularly.

You should organise your work in such a way to have short frequent breaks from looking at the screen and using the keyboard. This will reduce the chances of repetitive strain injury. You should also ensure that your chair is adjusted correctly to ensure a correct posture.

#### **EYESIGHT TESTING**

If you are defined as a user of display screen equipment, S&R Construction Ltd will pay for the costs of regular eyesight tests carried out by an optician. Generally, test requests are expected on an annual basis.

If you have been defined as a user and would like an eyesight test arranged for you, you should complete an Eyesight Test Request Form. The Company reserves the right to decide for eyesight testing on site or to restrict you to using a selected and approved optician appointed by the Company.

#### **LIFTING & HANDLING SAFETY**

You should not put yourself at any risk by lifting or handling heavy equipment, stationery or boxes whilst at work.

The following guidelines should be observed and followed when lifting and handling boxes, awkward or heavy items:

- Get help with heavy loads. Do not attempt to move any heavy object without assistance.
- Stand close to the load with your feet positioned either side of the load.
- Squat down straddle the load (keeping your back straight) and bend your knees.
- Get a good grip. Hold the load firmly; making sure that it won't slip from your grasp.
- Slowly straighten up your legs, and then bring your back into a vertical position.
- Keep the load close, as you will then be less likely to drop the load or strain your back.
- Never twist your body. If you need to change direction whilst carrying a load, move your feet rather than your body.
- Where possible, avoid lifting over shoulder height. For extra high lifts, always use a good ladder or platform (never a chair or a box).
- Always make sure that items are put away safely stacked and away from areas of access.

#### **EMPLOYEE OBLIGATIONS**

Although S&R Construction Ltd will make every effort to provide a safe place of work, employees are reminded that under the Health and Safety at Work Act 1974, they have a legal obligation to assist in this endeavour and to have regard for the safety of their colleagues and others. Where an employee becomes aware of a hazard at the workplace, they must bring it to the attention of the authorised H&S Officer.

## 25. BUSINESS ETHICS & ANTI-BRIBERY POLICY

## **POLICY STATEMENT**

It is the policy of S&R Construction Ltd to conduct business in an honest and ethical manner. A zero-tolerance approach is applied to bribery and corruption at every level in the business. This policy provides guidance in accordance with the Bribery Act 2010 but if you are concerned about any business dealing, irrespective of the Act, you should report this immediately to your Manager or a Director.

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, home workers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with the Company, its subsidiaries or their employees (collectively referred to as workers in this policy, whether located in the UK or overseas). It also applies to third parties. In this policy, third party means any individual or organisation you meet during the course of your work, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

The Company will monitor the effectiveness of this policy regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible. It does not form part of your contractual terms.

# WHAT IS BRIBERY?

A bribe is an inducement or reward offered, promised or provided to gain any commercial, contractual, regulatory or personal advantage. This may include offering a potential client tickets to a major sporting event but only if they agree to do business with the Company. Bribes may not be obvious. For instance, if a supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in the business for their benefit, this would be unlawful. It would also be an offence to arrange to pay an additional amount to a foreign official to speed up an administrative process, such as clearing our goods through customers.

The aim of this policy is not however to prohibit normal and appropriate hospitality being given to or received from third parties. Gifts or hospitality must not however be given or received with the intention of influencing a third party to provide a business or personal advantage. You should ensure:

- The gift or hospitality offered or received complies with local law;
- Is given in the name of the Company, not in your name;
- It does not include cash or a cash equivalent (such as gift certificates or vouchers);
- It is appropriate. For example, in the UK it is customary for small gifts to be given at Christmas;
- Considering the reason for the gift, it is appropriate in terms of type, value and timing;
- It is given openly, not secretly; and
- It is not offered to or accepted from government officials or representatives, or politicians or political parties, without the prior approval of a Director.

It is not acceptable for you (or someone on your behalf) to:

- Give, promise to give, or offer, payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward an advantage already given;
- Accept payment from a third party that you know, or suspect is offered with the
  expectation that it will obtain a business advantage for them or a business advantage will
  be provided by the Company in return;
- Accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation of a business advantage;
- Threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- Engage in any activity that might lead to a breach of this policy.

#### YOUR RESPONSIBILITIES

You must ensure that you read, understand and comply with this policy. The policy is communicated to all new workers as part of their induction process and is communicated, with relevant training, to existing workers. The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for the Company.

You must notify your Manager or a Director as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage or indicates to you that a gift or payment is required to secure their business.

The Company is required to keep financial records which will evidence the business reason for making payments to third parties. You must therefore declare and keep a written record of all hospitality or gifts accepted or offered, and ensure that all expenses claims relating to hospitality, gifts or expenses incurred are submitted in accordance with the expenses policy and specifically record the reason for the expenditure.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Where appropriate the Police will be contacted and appropriate action taken.

#### **Procedure**

## **RED FLAGS**

In the industry sector in which the Company operates, the following circumstances are considered to be the areas where risks are most likely, and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only:

- You become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- A third-party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- A third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- You receive an invoice from a third party that appears to be non-standard or customised;
- You are offered an unusually generous gift or offered lavish hospitality by a third party.

#### **RAISING CONCERNS**

You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage or if you are offered a bribe by a third party, are asked to make one, or suspect that this may happen in the future. If you are unsure whether a act constitutes bribery or corruption, or if you have any other queries, these should be raised with your Manager or a Director.

The Company encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. The Company is committed to ensuring no one suffers any detriment or unfavourable treatment because of refusing to take part in bribery or corruption, or because they report something in good faith. If you believe you have received any such treatment, you should raise the issue initially with your Manager and if it is not remedied, and you are an employee, you should raise it formally through the Grievance Procedure.

The Company will continually monitor for evidence of bribery and corruption by reviewing the financial performance of every project along with the company P&L to identify any potential financial irregularity / wrong-doing. Any potential issues identified will be fully investigated and anyone found to have taken part in cases of bribery or corruption will be subject to the company disciplinary procedure.

#### 26. RAISING CONCERNS POLICY

#### **OVERVIEW**

S&R Construction Ltd is committed to the highest standards of integrity and accountability, and actively encourages any employee with a serious concern about any aspect of the Company's dealings to come forward and voice those concerns.

The aim of this Policy is to ensure that you are fully supported following your decision to raise a concern. On the understanding that any issue raised is done in good faith, the Company will ensure that you are protected.

The Company will not tolerate any harassment, victimisation or other unfavourable treatment directed towards any employee because of their decision to raise a concern. Employee shall be considered to include employees, directors, consultants, contractors, trainees and agency staff.

# **POLICY (NON-CONTRACTUAL)**

S&R Construction Ltd works to ensure that high standards are maintained in all matters and therefore actively encourages an environment in which you can raise concerns that you may have in relation to any suspected wrongdoing within the Company.

This Policy applies to all individuals working at all levels of the Company including senior managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term workers, casual and agency staff and volunteers.

The Company actively encourages the disclosure of any information relating to any suspected matters of wrongdoing which may include:

- A criminal offence
- The breach of a legal obligation
- A miscarriage of justice
- A danger to the health and safety of any individual
- Damage to the environment
- A deliberate attempt to conceal any of the above.

This Policy provides an internal mechanism for reporting, investigating and remedying any suspected wrongdoing within the Company. This Policy should not be used for complaints relating to an employee's own circumstances at work. In those circumstances, you should refer to the Grievance Procedure.

#### **PROCEDURE**

If you would like to raise a concern, you should:

- Raise the matter with your immediate Supervisor or Manager. You may be asked to attend a meeting to discuss or clarify the matter further and/or to put it to the Company in writing.
  - In some instances, depending on the nature and sensitivity of the issue you are raising, or if the suspected wrongdoing involves your immediate Supervisor or Manager, you should contact a company Director. Alternatively, Should none of the above routes be suitable or acceptable to the complainant, then the complainant may approach "Protect" Protect is a whistleblowing charity which provides legal advice to whistleblowers (Advice Line Tel No. 020 3117 2520) who has been designated as an independent point of contact under this procedure. They can advise the complainant on the implications of the legislation and the possible internal and external avenues of complaint open to them.

Concerns raised must be in accordance with the following guidelines:

- Not to be raised for personal gain
- To be raised in good faith
- To have a reasonable belief that the concern is substantially true.

The person responsible for investigating the concern will undertake a detailed review of all information/processes to establish the truth of the situation and determine if any wrongdoing has occurred. This may not be your immediate Supervisor or Manager.

Whilst the Company will aim to keep you informed of the progress of the investigation and its likely timescale, there may be the need for confidentiality to prevent specific details of the investigation or any eventual outcome being divulged. All information that you receive regarding the matter will be treated confidentially by all persons involved.

If you are not satisfied with the way that your concern has been investigated, or with the outcome of any subsequent investigation, you should escalate the concern to the managing Director for further review or investigation.

#### **PROTECTION & SUPPORT**

The Company encourages an environment of honesty and integrity and will support employees who raise genuine concerns in good faith under this policy, even if they are subsequently confirmed to be mistaken. You should be assured that you will not suffer any detrimental treatment because of raising a concern in good faith.

#### CONFIDENTIALITY

The Company encourages employees to raise concerns under this Policy. If you would prefer to raise a concern confidentially, all efforts will be made not to disclose your identity. However, it may become necessary for anyone investigating the concern to be made aware of the identity of the person raising the matter. If this is required, you will be notified of this.

to investigate the more difficult to Any employee ra	If an employee wishes the concern to be investigated confidentially, this may make it difficult to investigate the concerns and impede any subsequent investigation. It may also make it more difficult to determine if any allegations are credible and have been made in good faith. Any employee raising a concern through formal channels to the Company should do so under the guidelines, without fear of reprisal.			

# **SECTION E** AMENDMENTS TO THE HANDBOOK This section is used to record any amendments made to the employee handbook. **Date Clause Amended**

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