

Welcome!

Congratulations on your appointment as a new member of the [Company name]

Within your first few days you will hear and read a great deal about the company and your role within it. We want you to settle in quickly and successfully with a clear idea of our aims and how we achieve these at [Company name]

This document will help you understand the way we do things at [Company name]. Together with your Contract of Employment it forms the single document that represents your Contract of Employment as required under the relevant Employment acts. It is therefore important that you understand its content and keep it safe for future reference. However, employment law changes from time to time and we will ensure that if there is a difference between legal requirements and this document then the law takes priority.

Future updates will be provided through Company literature circulated directly through our computer network. We always try to make this information as clear as possible, but should you have any queries, please discuss them with your director.

In joining [Company name] you become part of a dynamic, successful and progressive team.

We hope you enjoy working with us and that you have a successful career with us.

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1 How We Do Things at [Company Name]

1.1 How We Bring Out the Best in You

We recognise that whatever job you do, you are an important member of our team. We set out to match the needs of the individual, the team and the business. Our personnel policies are, therefore, designed to encourage you to develop your abilities to the full in order to help the business.

1.1.1 Equal Opportunities

No applicant or employee will receive less favourable treatment on the grounds of gender, marital status, race, colour, nationality, ethnic or national origin, religious belief, disability, sexual orientation, or unrelated criminal convictions and without arbitrary restrictions in respect to age, or will be disadvantaged by conditions or requirements which cannot be shown to be justified.

Decisions regarding recruitment, development and promotion will be based upon the employee's overall suitability for the job and taking into account medical advice on their health. We will apply employment policies which are fair and equitable. We will ensure that entry to and progression within the company is determined by job requirements and personal ability/competence.

1.1.2 Inducting you into your role:

We are committed to ensuring that you receive a comprehensive introduction to the organisation and to your role. [We have developed an induction programme to support you during your first few months with the organisation.] (Insert where appropriate)

1.1.3 Training & Development

It is our intention to train you to reach and maintain high standards so that you are able to carry out your duties efficiently, effectively and safely. We therefore provide training and development at all levels within the organisation to increase our efficiency, as well as to provide opportunities for staff to develop and to take advantage of career opportunities

1.1.4 Appraisal

Soon after you start, your performance will be assessed to ensure that you fully understand what is required in your job and how well we think you are settling in. In addition, we have an optional appraisal scheme and you will be notified separately of the specific details relating to your job.

1.2 Health and Safety

It is the company's policy to provide, for the health, safety and welfare of its employees and any other person who could be affected by its operations and activities, a safe environment through the promotion of good safety standards and safe systems of work.

The Health and Safety Policy Statement is displayed on all Staff Notice Boards and a copy of the Health and Safety Manual is available for each member of staff.

1.2.1 Smoking at Work

Throughout the business we have a no smoking policy and the whole building is a no smoking building.

This policy also extends to a period of two hours immediately before any client meeting regardless of what time of the working day the meeting takes place.

2 How We Reward You

2.1 How You Are Paid

You will be paid monthly through a bank or building society account on or before the last working day of each month. If you do not have a bank or building society account, you will need to open one within 2 weeks of commencing employment. Commission, when applicable will be paid at the same time.

A small processing charge will be made to you by the company if we are asked to administer any Court Order received under the Attachment of Earnings Act 1971, Community Charge, Council Tax or Child Support regulations.

2.2 Pay Queries

2.2.1 Errors

Very occasionally mistakes may be made in the calculation of individual employee's pay. Any such over or under payment of wages, holiday pay or sick pay will be adjusted during the next pay period. Please do not hesitate to discuss any queries which you may have with the director as soon as the query arises.

2.2.2 Income Tax

For your information our Tax Office is:

(Please complete)

If you have a query regarding your Tax Code, you should contact the Tax Office direct as they will not discuss personal codings with anyone other than yourself.

2.3 Benefits

2.3.1 Annual Holidays

Your entitlement to paid holidays each year will be shown on your letter of employment

Calculating your holiday entitlement: When you first join the company you will accrue paid holiday during the first three months, you will only be able to take holiday that has been accrued during that time unless otherwise agreed by a director. The holiday year runs from [to].

Holiday Entitlement Rules:

During a period of long term sickness (8 weeks or more) you are entitled to the statutory four weeks paid holiday which must be taken, in its entirety, during the relevant holiday year.

Due to the complexity of the law in this particular area each case will be reviewed at the time.

You will not normally be able to carry forward, or be paid in lieu, any outstanding holiday except by prior agreement with the Director.

2.3.2 “Full Time” Holiday Entitlement

Standard holiday leave is () days (in addition to Bank Holidays). Bank holidays are currently as follows: -

New Year's Day
Good Friday
Easter Monday
May Day
Spring Bank Holiday
Late Summer Bank Holiday
Christmas Day
Boxing Day

One additional day's holiday will be allowed for each completed year () to () of employment up to a maximum of 25 days.

Please refer to the holiday chart and/or director for guidance on when holidays may be taken.

2.3.3 Statutory Sick Pay (SSP)

You will receive Statutory Sick Pay (SSP) if you fulfil the Department of Social Security's criteria. The rate normally changes annually on the 6th April.

SSP is subject to PAYE, Income Tax and National Insurance contribution deductions and the maximum period for which SSP is payable is, with some exceptions, 28 weeks.

Full details of your SSP entitlements and the rules governing the payment of SSP are contained in booklets issued by the DSS which are available from the DSS Offices and Job Centres.

2.3.4 Company Sick Pay (CSP)

For periods of four days or less normal salary will be paid subject to submission of the Self Certification form.

If an employee is absent for more than four days a Doctor's certificate is required and SSP will be paid

(If you offer company sick pay , consider making its payment discretionary in the event that an employee is fit for light duties. An alternative is to compromise and treat any unreasonable refusal to work on light duties as the trigger to reduce company sick pay to, e.g. 50%)

2.3.5 Eye Care

All staff that operate VDU equipment are entitled to have an initial free eye test and further regular eye tests as recommended by an optician. If corrective glasses are required for your work at the VDU then the company will pay for a standard set of frames along with the lenses; the employee may upgrade these by making up the difference in cost themselves.

2.3.6 [Pensions]

[All staff can enter the pension scheme that is administered by the company after they have completed their 3-month's probationary period. If you wish to take up this option please contact the Director].

2.4 Leave of Absence

2.4.1 Maternity

Ante Natal Care: You will be entitled to paid leave of absence for antenatal care. In order to qualify for this you are required to show your director an appointment card as evidence of your appointment. You will be paid for the time it takes you to get to and from your appointment as well as the consultation time.

Maternity Leave and/or pay: [Company name] complies with the Social Security rules about maternity leave. As these change from time to time you should ask the director for the current rules when you know that you are pregnant. This will help you with your leave and return to work plans. Regardless of your length of service you are legally entitled to take up to 52 weeks maternity leave to have your baby. Maternity Pay, in line with statutory requirements, is paid for 39 weeks provided we have continuously employed you for 26 weeks.

2.4.2 Paternity Leave

[Company name] complies with the Social Security rules on paternity leave. As these change from time to time you should ask the director for the current rules.

If you have been employed by the company for at least 26 weeks by the end of the 15th week before the week that the baby is due and you are the natural father (or current partner or spouse of the child's mother) you are entitled to Paternity Leave.

Paternity leave is for a maximum of 2 weeks. The employee may take the leave in a block of one or two consecutive weeks and this must be taken within 56 days following the birth.

2.4.3 Adoption Leave

[Company name] complies with the Social Security rules on adoption leave. As these change from time to time you should ask the director for the current rules when you know that you have successfully adopted a child.

Statutory adoption leave is available to employees (male or female) who are notified that they have been matched with a child for adoption.

If you have been employed by [Company name] for at least 26 weeks leading into the week in which he or she is notified of being matched with a child for adoption. You have the right to take up to 26 weeks ordinary adoptive leave followed immediately by up to 26 weeks additional adoptive leave and the right to be paid statutory adoptive pay during the ordinary adoptive leave period.

Adoptive parents have rights akin to those afforded to natural mothers; they also have the right to ordinary adoption leave and additional adoption leave.

2.4.4 Parenting Leave

When you have completed at least one year's continuous employment with [Company name] and have children under 5 (or adopted children under the age of 18) or have a disabled child, you are eligible to take parenting leave.

Overall the total amount of parenting leave for each child is 13 weeks with the maximum allowed in any year limited to 4 weeks. If the employee's child is disabled, he or she can take up to 18 weeks leave up to their child's 18th birthday.

Parental leave can only be taken in one week blocks unless the employee has a disabled child then it can be taken in blocks of one

day. You may not normally take more than 2 weeks at any one time and we need 21 days notice before you take parenting leave.

If you take parenting leave you will not be paid for this period of absence but your employment contract remains intact and you will not suffer from any loss of seniority or pension rights. To exercise your right to take leave you will have to provide copies of the child's birth certificate or adoption papers. At certain times of the year when [Company name] is particularly busy we may ask you to postpone leave for up to one month. We may ask you to consider taking leave as reduced working hours rather than whole days or weeks off if this is possible.

2.4.5 Family Emergency Leave

If a severe and unexpected misfortune occurs to your spouse, child, parent or live in partner you may take unpaid leave to deal with the emergency. Leave is also available if you have to make arrangements for the care of a dependant who is ill or injured, where a dependents care arrangements have broken down unexpectedly or to deal with an incident involving your child which occurs unexpectedly whilst at school. You must tell us the reason for the absence as soon as reasonably practicable and how long you intend to be absent. The absence period should only be long enough to deal with the immediate problem.

2.4.6 Compassionate Leave

In the event of the death of a close relation (i.e. your child, sibling, spouse/partner, parent, grandparent or in-laws) you will be granted one day's paid leave of absence to attend the funeral. If you have other responsibilities such as making the funeral arrangements or looking after members of your family you may be granted additional leave at the discretion of the company.

2.4.7 Domestic Emergencies

We expect you to fit normal domestic duties such as furniture deliveries and household repairs around your job and we do not give leave for these. If you have a domestic emergency, such as a burglary or flooding in your house, you may take unpaid leave to deal with it. You must tell us the reason for the absence as soon as reasonably practicable and how long you intend to be absent. The absence period should only be long enough to deal with the immediate problem.

3 How You Should Do Things

We have talked about what you can expect from us - your rights. We now need to share what we expect from you in return - your responsibilities.

3.1 How We Like You to Work

We aim to get it right first time, this saves time, money and frustration! We aim to work together as a team. We aim to treat people in a professional manner and we expect professional behaviour in return.

3.1.1 Appearance

Your appearance must reflect [Company name] high standards. You must present yourself smartly and to a standard appropriate to your work environment.

Jeans are not permitted at any time during normal working hours (except when working in the warehouse or at the discretion of the director).

When visiting customers we expect our male employees to wear a collar and tie with a suit or jacket and smart trousers; we expect our women employees to wear a suit or "business like" skirt or trousers and tops.

Please ensure that you always pay attention to your personal hygiene at all times.

3.1.2 Conduct

Your personal conduct must reflect [Company name] high standards. We expect you to treat your colleagues with a high degree of respect. We take issues such as sexual, racial and religious discrimination or harassment very seriously. Remember that legislation exists as a safeguard for individuals.

You must not present yourself for work (either in the company's offices or with clients) while alcohol or non-prescribed drugs impair your performance. If you are found in a state of inebriation whilst at work this will be treated as gross misconduct.

3.1.3 Right of Search

[Company name] has the right to search any member of staff's belongings and vehicles. We would do so only if we have reason to suspect a serious breach of conduct such as theft, use of illegal drugs on our premises or breach of our duty to preserve confidentiality. In

doing so, we seek to protect both you and the company's best interest. If we conduct such a search you will have the right to involve a witness and we will ensure that your dignity is preserved. If we feel a serious criminal offence is being committed we will involve the police in the search.

3.1.4 Company Telephones

Company telephones are provided for business use. You may use them privately to make short calls for personal reasons. Where possible, we recommend that such calls be made during your lunch break. You should not tie up the company's lines by using the telephone for long chats with family or friends. You may not use them at all for personal international calls without prior permission of your Manager.

3.1.5 Internet Access / Electronic Communication

All members of staff are connected to the Internet through their PC. We expect you to use the Internet for business purposes only. If you do need to access it for personal reasons then this should happen in your own time and you should discuss it in advance with the director.

The Internet may not be used at all for playing games, downloading pornographic materials or gambling; you must also not send messages that are libellous, abusive, of a sexual nature, contain racially abusive language or false and damaging information.

You must inform senders that our company policy is not to receive "humorous" or "round robin" e-mails; please inform senders of this. You must not access any personal "hotmail" type accounts via the company's PCs.

You should only use software that is approved, licensed and supplied by the company and must not download other software without the express permission of the director (e.g. magazine cover disks/CDs, internet web downloads).

You must never send an e-mail which you know to contain a virus and never open an e-mail if you are uncertain of its source.

You must not delete any e-mail messages apart from those that are from an unknown source.

E-mail messages that are relevant to a particular job should be printed and filed in the relevant job bag.

If any folder, document or any aspect of e-mail configuration needs a password then please give the password to the director together with a reason for its use.

If unrecorded passwords are left on a PC after an employee has left the company then the company may withhold the final salary payment or take legal action to obtain the password.

The company will, from time to time, check e-mails and the internet usage of its employees.

Breaches of these rules may be deemed to be gross misconduct.

3.1.6 Social Networking Sites

Over the last few years the use of social networking sites has grown to a huge extent, this presents challenges to employers and employees. You should use your own professional judgement or check with your manager when using such sites, you should also note that comments made by yourself on such sites are in the public domain and the same rules of confidentiality, harassment and conduct apply. We would also expect that use of such sites whilst at work are limited to lunchtime and time outside your usual working hours.

We have noted below our rules for social networking:

1. You should ensure that there are clear disclaimers on your blog(s) and that views expressed by you in the blog are yours alone and do not represent the views of the company.
2. Information published on your blog(s) should comply with the company's confidentiality and disclosure of proprietary data policies. This also applies to comments posted on other blogs, forums, and social networking sites.
3. You should be respectful to the company, other employees, customers, partners, and competitors.
4. Social media activities should not interfere with work commitments. Refer to the Computer and Internet Policy.
5. Your online presence reflects the company. Be aware that your actions captured via images, posts, or comments can reflect that of our company.
6. Do not reference or site company clients, partners, or customers without their express consent. In all cases, do not publish any information regarding a client during the engagement.
7. Respect copyright laws, and reference or cite sources

8. Offensive, defamatory or inappropriate comments about the company, its customers, suppliers or any of its employees written on social networking sites will not be tolerated.
9. You must not, make discriminatory or offensive remarks about work colleagues on social networking sites.
10. You must not divulge confidential information about or belonging to the organisation, its customers or suppliers on social networking sites.

Disciplinary action

Employees whose conduct breaches this policy in any way will be subject to disciplinary action in accordance with the organisation's disciplinary procedure up to, and including, dismissal.

Any blog entries made inside or outside the workplace that are defamatory, derogatory, or discriminatory about the organisation, its customers, suppliers or employees will be investigated as gross misconduct. If substantiated, such conduct may lead to summary dismissal after the due process of the organisation's disciplinary procedure has been followed.

3.1.7 Other Employment

To protect the interest of our business you are not permitted to be engaged in any business or work for another employer or yourself which either competes with or conflicts with the interests of [Company name] its sister companies without the written permission of the director.

3.1.8 Trust and Confidentiality

Employee's duty: If you become aware of any dishonesty or wilful damage to [Company name] property taking place, then you have a duty to report this to the director without delay. This ensures the protection of both your own and the company's best interests. Please note also that you must not carry out any unlawful instruction given to you.

Disclosure of information: You are not permitted to disclose any information about the interests of [Company name] such as our policies and operating procedures to any unauthorised person. You may not make use of any information which you acquire in the course of your work in a manner which injures or causes loss directly or indirectly to the company or any of its clients. Please remember that such actions may result in disciplinary and legal action being taken against you.

3.2 Hours of Work

Your normal hours of work will be given in your letter of appointment. From time to time you may be required to alter these hours on either a temporary or permanent basis dependent on business needs and we require you to be flexible with such changes. Reasonable notice will be given. This is to ensure our clients changing needs are met at all times.

3.3 Arranging Your Holiday

It is important that holiday arrangements are made to suit both you and the needs of the business and you should therefore be aware of the following points: -

Your holiday entitlement should be taken each year.

You should agree your holiday dates with your director and submit a holiday form before making any bookings, travel arrangements or paying deposits. Please give as much notice as possible. Your request will be considered in relation to the needs of the business and adequate staff cover being maintained.

No more than ten days should normally be taken at any one time.

If you are unable to start your holiday because of certified sickness, (and your sickness starts prior to your holiday) you may take your holiday at a later date.

3.4 Informing Us of Absence

3.4.1 Keeping in touch with your Manager

You need to be punctual in your attendance but if you are unable to come to work for any reason you should contact the director as early as possible but no later than 9.30 am on the first day of absence to let him know the reason. This is to enable the director to organise absence cover with the minimum disruption to your colleagues who are at work. For the same reason, after your first day of absence you should keep your director regularly informed of how you are getting on and let him know the likely date of your return as soon as you can. It is not acceptable just to leave messages on answer machines or voice mail. If you have to do so then we expect you to call and ensure the message has been received.

3.4.2 Sickness Certificates

If you are off sick for 4 days or less (including weekends) you should complete a self-certification form on your return to work. If you are off for 4 days or more you should get a medical certificate from your doctor which should be received by your Manager on the 5th day of your sickness. Further certificates for the weeks after this should be forwarded on a regular basis and a final "discharge certificate" is needed before you may resume your normal working duties so we can be sure you are fit to return to work

3.4.3 Jury Service

If you are called to jury service please inform the director as soon as possible and forward the Court Notification papers to him. During the week(s) you are serving on the jury please claim for loss of earnings from the Court. A deduction for absence will be made unless a court receipt is submitted showing the actual loss of earnings amount paid to you by the Court.

3.4.4 Other Public Duties

You may be allowed time off without pay to perform public duties such as a Justice of the Peace or a member of a statutory tribunal, health authority etc. Application for time off should be made in writing to the director.

3.5 Personal Belongings

Please note that [Company name] cannot take responsibility for personal belongings e.g. jackets, purses, etc, which are lost or stolen at work.

3.6 Changes in Personal Circumstances

Please make sure that you inform the director of any change in personal details, ie change of address, marriage, bank details etc., as soon as possible so that records can be updated.

3.7 How to Work Safely

Safety rules and procedures have been drawn up for the benefit of all employees and other persons working on our premises. We treat Health and Safety issues seriously at [Company name].

3.7.1 Your Personal Responsibility

It is your responsibility to support and assist the company in its objectives to maintain acceptable standards of health and safety at work by familiarising yourself and observing the company safety rules and abiding by the relevant statutory requirements-.

- You must take care of your own health and safety at work and that of your colleagues.
- You must familiarise yourself and conform to the company Health and Safety Policy at all times.
- You must observe all safety rules and procedures at work at all times to ensure that your environment remains healthy and safe.
- You must follow instructions given by those responsible for Health and Safety.
- You must report all hazards, accidents and damage to the director whether persons are injured or not and complete the necessary details in the accident book.
- You must never intentionally or recklessly interfere with, or misuse, any items which are provided to ensure the health and safety to company employees or visitors.
- For your own personal protection never put yourself in a situation which could cause injury to yourself or others.

3.7.2 Information

You will be provided with safety information to keep you updated with new legislation and procedures in the form of memos.

3.7.3 Fire Precautions

Please keep the fire exit doors and fire escape routes clear of obstructions. Always know where the fire extinguishers, fire exit, fire alarm call points and assembly points are located. In the event of the fire alarm sounding, please leave your workplace by the nearest

available exit, go to your assembly point and wait there for instructions. Please do not attempt to re-enter the building unless you are advised that it is safe to do so.

3.7.4 Accidents at Work

All accidents, however minor, should be reported to the director immediately. Please remember this applies even if there is no obvious injury but you suspect that you may have hurt yourself .e.g. back injuries. Details of the accident should be recorded in the accident book.

3.7.5 First Aid

A First Aid box is available and your director will advise you of its location

3.7.6 Manual Handling

It is most important that you lift in a safe manner to avoid injury to yourself or others. You should not stand on chairs or desks to reach high locations.

4 When Things Could Be Better

4.1 If you're Unhappy – Grievances

If you are unhappy about anything to do with your work it is best to get it settled as soon as possible rather than let it simmer. The following procedure can help you resolve the matter-

First - Bring the matter to the attention of the director to give him the opportunity to attempt to help you resolve it. If the situation isn't resolved after this informal chat and you wish to appeal, then -

Second - You should present your grievance in writing to the director within 10 working days. He will acknowledge your grievance within 5 days and will arrange a grievance meeting with you. The outcome of this meeting will be communicated to you in writing within 10 working days of the meeting.

Finally - If you are still unhappy about the outcome of the situation, you can further appeal, within 10 working days, to a third party who will be appointed by the director. The third party will acknowledge your grievance within 5 days and will arrange a grievance meeting with you. The outcome of this meeting will be communicated to you in writing within 10 working days of the meeting. This decision will be final.

4.2 Probationary Period

Your first three months employment will be probationary. During this period your performance will be reviewed regularly and a formal review of your suitability will be taken after 3 months before you are confirmed in your post.

During this period your employment may be terminated at any time, without notice, after you have received at least one verbal warning.

If your performance is unsatisfactory during your first four weeks service you may be dismissed, without notice without receiving a formal warning.

At the company's discretion this probationary period may be extended by a further period as necessary. The disciplinary procedure does not apply to employees during their probationary period.

4.3 If we're Unhappy with your Performance or Conduct

4.3.1 Disciplinary Procedure

Our disciplinary procedure, stated below, enables us to act consistently and fairly when dealing with cases of unacceptable work performance, attendance or conduct. Our aim is to correct and improve these areas. This means that we will make every effort to assist you to improve through training or other means. Regrettably there will be times when the seriousness of the matter (such as theft) or the failure to improve after formal warnings have been issued, may require us to dismiss an employee.

4.3.2 What Happens?

Informal Counselling - if your performance or conduct falls below our standards you will, in the first instance, be counselled about this by the director and made aware of the shortfall in performance and the standards required.

If things don't improve or the performance or conduct is serious then the following procedure will be followed:

The Process

Prior to any formal disciplinary interview you will be given the reason for the meeting, in writing, and will be given appropriate notice of the meeting. During the interview you will have the right to respond and to state your case fully. You will be given the opportunity to appeal against any decision taken and this appeal should be made in writing within 5 days of the decision. All decisions will be communicated to you in writing.

If you are asked to attend any of the disciplinary interviews given below you can choose to have a work colleague or Trade Union representative present. The director may also elect to have a work colleague present as a witness. The role of your colleague will also be to act as a witness. If you want, he/she can take notes and ask questions on your behalf.

Verbal Warning

The director will conduct an interview with you. If it is felt appropriate, he will give a verbal warning for minor offences relating to your performance or conduct which will be recorded on your employment record.

If Things Don't Improve:

First Written Warning - if you continue to fail to reach a satisfactory standard of performance or conduct this will result in a written warning being given. A formal interview will be conducted by the director and a letter confirming its contents will be sent to you.

Final Written Warning - if you continue to fail to achieve the required standards of performance or conduct this will result in a final written warning being given. A formal interview will be held by the director and a letter confirming its contents will be sent to you.

And Finally:

Dismissal

If you have previously received a final written warning and your performance or conduct has not improved to a satisfactory level, then you will be given notice that your employment will be terminated. The dismissal interview will be conducted by the director and its contents confirmed in writing. In certain circumstances, as an alternative to dismissal, you may be demoted to a less responsible position with consequent reduction in your pay and terms and conditions of your employment.

Please note that, depending on the severity of poor performance or conduct and your length of service, then certain steps outlined above may be left out. Also, for a very serious first offence, you may be issued with a First and Final Written Warning.

4.4 How Long Do Warnings Last?

The warning, which you receive, will remain "live" and will be considered in the light of any future disciplinary action. In normal circumstances the period of time for which the warning will remain "live" is as follows -

First Written Warning	12 months
Final Written Warning	18 Months

After this time the warning will not be taken into account in future disciplinary action however, in exceptional circumstances these periods may be extended indefinitely and you will be notified of this. All records of disciplinary action will be retained on your personnel file.

4.5 Dismissal without Warning

Your employment may be summarily terminated without any of the warnings shown above if you are found to be responsible for any of the

activities listed under Gross Misconduct. In these circumstances you will not receive notice or outstanding holiday pay, irrespective of your length of service.

4.6 Suspension

We reserve the right to suspend any employee from their work duties, on basic pay, in cases where fuller investigation or consideration of the facts needs to be made. This does not constitute disciplinary action and is used to help resolve the situation.

4.7 If You Want to Appeal

If you wish to appeal against any disciplinary decision you may do so by stating, in writing, the grounds for the appeal and sending this to the director within 5 days of receipt of your letter confirming your warning/dismissal. This decision will be final.

4.8 Gross Misconduct

4.8.1 Staff Theft

To steal relatively low value items such as envelopes and pens, or postage regardless of its value, is a breach of trust and the company can no longer have confidence in that employee. For this reason, theft will result in summary dismissal, irrespective of the employee's length of service, and may result in prosecution.

4.8.2 Other Examples

Below is a list of offences which are likely to lead to your summary dismissal. This list is not exhaustive. The penalty, which applies for a particular offence, may vary according to the exact circumstances of the case.

- 1) Breaching confidentiality
- 2) Misappropriation of property, cheques, coupons or cash belonging to the company or other employees
- 3) Borrowing any cash, cheques or property belonging to the company without the written authority of the director
- 4) Deliberate falsification of any statutory or company documents including making false credit claims
- 5) Conviction by a Court of Law for any criminal offence considered to be damaging to the company or its employees
- 6) Dangerous practices on company premises, including smoking in a designated non-smoking area
- 7) Deliberately ignoring a known health and safety rule or regulation
- 8) Assault of, or improper/insulting behaviour towards colleagues or sister company's employees.

- 9) Failure or refusal to carry out a legitimate and reasonable instruction given by a Supervisor/Manager, or to carry out normal requirements of your job
- 10) Wilful damage to company property
- 11) Unreasonable refusal to take part in the company search procedure
- 12) Incapability of carrying out duties due to the influence of alcohol/un-prescribed drugs or illegal substances, or sleeping during working hours
- 13) Abuse of company absence procedures or sick pay benefits
- 14) Sexual, racial or religious harassment or discrimination or intimidation
- 15) Deliberate action which prevents a colleague from carrying out his/her duties effectively
- 16) Misuse of the internet using the company's equipment and during work time
- 17) Any other breaches of [Company name] rules and procedures which the company views on a common sense interpretation to be a serious infringement of normal industrial discipline or practice.

4.8.3 Other Offences

Examples of offences, which are likely to warrant disciplinary action, are given below. This is not an exhaustive list and other offences may attract similar penalties

- 1) Poor timekeeping
- 2) Poor attendance record
- 3) Failure to maintain standards of personal presentation/hygiene
- 4) Serious infringements of administrative procedures
- 5) Failure to perform to the agreed standard of productivity, performance and/or quality
- 6) Failure to comply with any statutory rules and regulations
- 7) Unauthorised absence from place of work
- 8) Failure to maintain regular contact with management during absence from work

Please note that the severity of the offence will determine the level of warning issued and may vary according to the exact circumstances of the case.

4.9 Our Absence Rules and Procedures

Absence records are reviewed on a regular basis and persistent short-term and long-term absence will be discussed with you by the director and treated in the following ways. These measures are not intended to penalise people who are genuinely sick but to deal with people who are just claiming illness to justify taking extra, unauthorised and unofficial holidays.

4.9.1 Short term

We will be very concerned if your absence level should ever reach 12 days or 5 occasions in a rolling 12 month period (for clarification, a minimum of one day's absence qualifies as an "occasion")

This also applies to absences which are added on to a holiday period. (It is not acceptable to stay off work because your return travel arrangements, for example, have gone wrong. If this situation occurs then the extra days of absence will be deducted from your annual leave allocation.)

If your absence reaches these levels, the director will look into the matter and you may receive a verbal warning because of the effect it will have on running the business and the extra work your colleagues will have to do.

Your absence will continue to be monitored and any additional absences may result in further disciplinary action if, in any rolling 12-month period, the pattern continues. As a result you may be liable for more serious disciplinary action which may result in eventual termination of your employment. At the very least you may be excluded from the self-certification procedure and be asked to provide a doctor's certificate at your own expense for each period of absence.

4.9.2 Long Term

If you are absent for a long period you should continue to keep your director informed of the reason and likely date of return to work. Medical reports from your doctor will be requested, with your permission, to ensure that the director is kept fully briefed as to your fitness to return to work. You will be kept fully informed if, regrettably, your employment becomes a risk. When your job can no longer be kept open and no suitable alternative work is available, your employment will cease.

The company's Discipline and Grievance Policy will be followed at all times.

4.9.3 Sick Pay Rules

You are required to submit a self-certification form for absences of 4 days or less and a medical certificate from a doctor for absences of 5 days or more. Weekends are included in both of these times.

Please make sure that you try to arrange doctor/dentist appointments outside your normal working hours. We do not normally give paid time off, other than for antenatal appointments, so if you have to make appointments during working hours we expect you to make reasonable efforts to make up the time or make up the work.

You should take note however that payment of company sick pay is discretionary and could be influenced by different factors.

For example where the nature of your absence doesn't prevent you from carrying out work related tasks at home i.e. the reason for your absence is an injury that affects your mobility rather than an illness.

Any unreasonable failure to comply may result in the withholding of sick pay.

4.9.4 If you are sick during your holiday

If the first day of your sickness is before the start of the holiday period then your absence will be treated as sickness. If the first day of your sickness is during your holiday, then please note that your absence will be treated as holiday.

5 When You Leave Us

5.1 Resignation

If you wish to leave [Company name] you need to give the required period of notice stated in your letter of appointment.

Please note that if you do not give the required notice, or do not work it if requested to do so, the company will deduct money from any accrued holiday pay for the period of unworked notice.

It may be that, by mutual agreement, you will be asked to work your notice from home or in another department.

5.2 Retirement

Normal retirement age will be 65 years, however we will consider any requests to work past this age.

5.3 Redundancy

Whilst the company constantly works to ensure the security of employment for its employees there may be changes in competitive conditions, organisational requirements or technological advances that affect staffing needs.

If compulsory redundancies are inevitable the company will consult with employees and follow government guidelines in terms of the redundancy process.

When selecting employees for redundancy the company will be fair, consistent, objective and non-discriminatory whilst also considering the balance of skills and experience within the remaining workforce that is necessary to the company's future operating needs.

Where possible, the company will assist the affected employee(s) to find alternative employment.

Redundancy payment and benefits will be in line with the current government rules.

5.4 Dismissal

If you have been dismissed by the company for any reason other than gross misconduct, you will be entitled to notice which will be stated in your letter of appointment.

If your employment has been terminated as a result of gross misconduct you will not be entitled to any notice pay or outstanding holiday pay.

5.5 Employee References

Please note that it is not our policy to provide open references for staff that leave our employment. Prospective employers should be asked to contact the director who will provide a written reference on a receipt of a written request.

5.6 Final Pay

Your final pay will be paid into your bank account and your P45 sent to your home address unless you advise the director otherwise.

5.7 Confidentiality

You may not, during or after the termination of your employment with the Company, disclose to anyone other than in the proper course of your employment, any information of a confidential nature or trade secrets relating to [Company name]. Breach of this clause may lead to summary dismissal.

5.8 Non-solicitation

In order to protect the business you agree, for the period of 6 months immediately following the termination of your employment [without the prior written consent of the Employer] in connection with the carrying on of any business [similar to or in competition with] the business of graphic design, web design, print, print related work or facilities management on his own behalf or on behalf of any person firm or company directly or indirectly, not to:

Seek to procure orders from or do business with any person, firm or company who has worked with [Company name] at any time during the six months immediately preceding the date when you cease to be employed.

Endeavour to entice away from the Company any person, firm or Company who has been employed by or done business with the Company during the six months immediately preceding the date when you cease to be employed

PROVIDED that nothing in this clause shall prohibit you seeking or procuring of orders or the doing of business not relating or similar to the business or businesses described above.

5.9 Non-competition

In order to protect the commercial and business interests of the Company, you covenant with the Company that you will not within 20 miles of your usual place of work and for the period of six months after ceasing to be employed under this agreement, whether alone or jointly with or as manager, agent, consultant or employee engage in any activity or business which shall be in competition with the business of graphic design, web design, print, print related work or facilities management.

5.10 Outstanding Holiday Pay

You will be entitled to be paid for any accrued holiday outstanding calculated less any paid holiday already taken. This entitlement will be based on completed calendar months of service.

This edition supersedes all previous issues.
Alterations may become necessary as a result of new legal or business requirement changes in the future.
Reasonable notice of these alterations will be given.