

**ROBINSON** services

*IT'S OUR BUSINESS TO SUPPORT YOURS*

**STAFF HANDBOOK**











# COMPANY CULTURE

## EMPLOYEES

The Company appreciates and understands that we are in a people industry and people are our greatest asset. Therefore it is paramount to **select, recruit and retain good quality employees**. We strive to be the employer of choice.

The Company will **recognise and value each employee** as an individual and be sympathetic to their needs.

The **Company is committed to making training available** to employees at all levels. To equip the team with knowledge and skills to be competent, comfortable and motivated to complete their daily duties. It is within the culture of the Company to encourage a positive learning environment for all employees.

The Company will grasp the opportunity to **develop its team** where possible.

The Company recognises the contribution of individuals and is **committed to reward** accordingly.

The Company recognises employees give up their time to work for the Company in return for a wage, the Company promotes that **time spent at work should be enjoyable** and everyone should be **respected** at all levels.

## THE CUSTOMER

The Company advocates **effective listening** to the needs of the customers, in order to understand their specific needs and to facilitate appropriate response.

The Company strives to **improve quality** and cost effective service by, being **receptive to customers**, employees and other organisations.

The Company culture is innovative in approach to problem solving and implementation of necessary change.

The Company recognises our appearance and behaviour may adversely affect the image of our customers portrayed to the public. Therefore the Company culture is to assist in **maintaining our customer image** through **high standards of grooming** and **positive attitude** of the operative team.

## **FIRST IMPRESSIONS**

The Company promotes to employees that we all create and directly influence judgements and first impressions being made by everyone we come into contact with. It is vital that the first impression anyone deduces about Robinson Services is positive, professional, appropriate and fair.

All employees act as ambassadors for the Company and should accept customers see our behaviour and personal standards as a reflection of those of the Company.

### **Tips to ensure we reflect the Company image in a positive light:**

Ensure personal grooming and your uniform is clean, tidy, and well maintained throughout the day.

Ensure smoking and eating is done at appropriate break times, in designated areas and never whilst conducting your duties.

Greet customers and members of the public with courtesy and acknowledge them where possible. Smiling, friendly nods of the head, greeting comment are all good practise. Remember that the majority of people reflect the same attitude back to you that you show to them.

Maintain your work place with pride and this will motivate your fellow work mates as well as reflecting a good impression of the Company.

Carry yourself with pride and enjoy your work.

Treat your work colleagues politely, not only because you may be overheard but also because the Company recognises that everyone should have dignity at work.

Be sincere in maintaining a pleasant atmosphere for yourself, colleagues, customers and members of the public to work and conduct their business in.

Ensure that communication between colleagues and customers is timely, appropriate, accurate and accessible.

# GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

## **WORKING HOURS AND OVERTIME**

Your working week amounts to approximate hours worked in accordance with the rota which is designated to you. However, on occasions you may be required to work additional hours at your normal place of work or other locations to cover absenteeism and holidays or as an integral part of the efficient operation of the business.

Additional hours may arise from time to time and it is a condition of employment that you may be required to work a reasonable amount of additional hours when called upon to do so.

If you regularly undertake night shifts, the Company will require you to undergo medical assessments by a Company doctor at regular intervals. A night shift involves at least three hours work during the period between 11 pm and 6 am.

Requests to change shifts must be submitted in writing to your Supervisor at least 7 days prior to the start of the relevant shift and must be authorised in advance. The Company is under no obligation to approve any request for a shift change.

## **TEA/COFFEE/LUNCH BREAKS**

Break time is in accordance with the length of time worked during each day. The following guidelines normally apply: however this may vary from site to site at the sole discretion of the Company.

**4 hours worked - total of 10 minutes break**

**6 hours worked - total of 30 minutes break**

**8 hours worked - total of 60 minutes break**

Breaks are unpaid and are to be taken when specified by Management. However, from time to time employees may be required to be flexible when required by the Company in respect of whether breaks can be taken and the timing of breaks.

## **PAY ARRANGEMENTS**

The pay week ends on Sunday and you will be paid four weekly (in arrears). Wages will be transferred by credit transfer into a bank account nominated by you. You will normally receive a pay advice slip relevant to the four-week pay period for which wages are due.

## **DEDUCTIONS**

The Company reserves the right at any time to set off and deduct from any remuneration or other sums due to you any monies due or owing by you to the Company or Robinson Services including without limit any overpayments of remuneration, loans or advances made to you by the Company and/or any member of Robinson Services.

## **RETIREMENT/PENSION ARRANGEMENTS**

There is currently no provision for a Company Pension Scheme relating to your employment. You are not contracted out of the government Pension Scheme. The Company is a member of Prudential Stake Holders Pension Scheme. The Company does not make any contributions to such a stakeholder scheme. If you wish to avail of this pension, you may contact Human Resources for details.

For arrangements in relation to retirement please refer to our Retirement Policy.

## **ANNUAL LEAVE**

You will be entitled to paid Annual Leave and you will be paid your normal basic remuneration during such holidays. If your employment commences part way through the holiday year, your holiday entitlement during your first year of employment shall be calculated on a pro-rata basis. The Company does not distinguish between annual and statutory holidays. Therefore depending on your work location and customer requirements you may, at the absolute discretion of the Company, be required to work on statutory holidays. This will be regarded as part of your normal working week. If your work location closes on specific dates these will form part of your annual holiday entitlement and you will be paid accordingly.

The holiday year runs from 1<sup>st</sup> January to 31<sup>st</sup> December each year and holidays are accrued at a pro-rata of 2 days per month worked, which is equivalent to pro-rata of 24 days. The Company reserves the right to pay you for holidays accrued only.

Holiday requests should be made by completing a request form: Giving 1 week's notice for 1 day and 1 month's notice for 1 or more week's holidays. Holidays must be taken at times agreed in writing in advance by Management. Holiday requests will be granted on a business needs basis and Management reserve the right to refuse holiday requests on this basis.

Holidays cannot be carried forward from one year to the next.

It is Company policy that payment in lieu of unused Annual Leave will only be made on termination of employment.

If you have taken more holidays than your accrued entitlement at the date of termination of your employment, we shall be entitled to deduct the appropriate amount from any payments due to you (which deduction shall be on the basis that each day of paid holiday is equal to 1/260 of your salary).

We may require you to take any outstanding holiday entitlement during your notice period.

Holiday entitlement will be reviewed from time to time in line with current legislation.

## **FLEXIBLE WORKING ARRANGEMENTS**

There are certain provisions within the legislation for employees who wish to request flexible working. To apply for flexible working you must:

- **General**
  - be an employee.
  - have worked for Robinson Services for 26 weeks at the date the application is made.
  - not be an agency worker; or
  - not have made another application to work flexibly under the right during the past 12 months.
  
- **Parents**
  - be the parent of a child aged under six, or under eighteen where disabled.
  - have responsibility for the upbringing of the child and be making the application to enable you to care for the child.
  - be either the mother, father, adopter, guardian, special guardian or foster parent of the child; or be married to or the partner of the child's mother, father, adopter, guardian, special guardian or foster parent.
  
- **Carers of adults who are in need of care**
  - be or expect to be caring for a spouse, partner, civil partner or relative; or
  - if not the spouse, partner or a relative, live at the same address as the adult in need of care.

Full details of Robinson Services Flexible Working Policy is available from the HR Department.

## **MOBILITY**

The Company reserves the right to appoint you to work in other areas if it so requires.

## **RELEVANT LAW**

The terms and conditions of your employment shall in all respects be governed by and construed in accordance with the laws of Northern Ireland and each of the parties hereto submits to the exclusive jurisdiction of the Northern Ireland Courts.

## **OVERRIDING LEGISLATION**

The terms and conditions of your employment are subject to any overriding legislation.

## **ALTERATION IN TERMS AND CONDITIONS**

The Company reserves the right to make reasonable changes to your terms and conditions of employment. Any such changes will be notified to you in advance in writing and in any event within one month of the change and such notification may take place electronically.

## **NOTICES**

Notices may be given by either party to the other by personal service or by letter sent by registered post or facsimile transmission or other permanent written form addressed, in the case of the the Company, to its registered office for the time being, or in your case, to your last known residential address.

If you have any queries arising out of this letter please contact the HR Advisor at (028) 94429717.

## **CONFIDENTIAL INFORMATION**

You shall not use or disclose to any person, either during or at any time after your employment with the Company, any confidential information about the business or affairs of the Company [or any of its business contacts], or about any other matters which may come to your knowledge in the course of your employment. For the purposes of this, **confidential information** means any information or matter which is not in the public domain and which relates to the affairs of the Company [or any of its business contacts].

This restriction does not apply to:

- (a) prevent you from making a protected disclosure within the meaning of article 67 of the Employment Rights NI Order 1996; or
- (b) use or disclosure that has been authorised by the Company, is required by law or by your employment.

This restriction also applies after the termination of employment, without time limit, but will cease to apply to information, which may come into the public domain.

## **ABSENCE NOTIFICATIONS AND CERTIFICATION**

For any absence other than your normal days off, prior written permission must be obtained from your Manager/Supervisor for all absence other than sickness or accidents.

If you are absent from work for any reason, you must notify your direct Supervisor of the reason for your absence as soon as possible but no later than 10:00am on the first day of absence.

Other leave entitlements include Maternity Leave, Parental Leave and Adoption Leave and are covered under individual policies.

## **NOTIFICATION OF ABSENCE/EVIDENCE OF INCAPACITY**

If you are ill and your absence extends beyond three working days you must produce a completed DHSS Self Certification Form. This form should arrive with the Company on the fourth but no later than the eighth day of absence.

If the absence extends beyond seven calendar days you must also produce at your own cost a National Insurance Medical Certificate covering absence from the eighth day. This certificate, obtained from your doctor should be forwarded to the Company as soon as possible after the 8th day of absence.

Continued absence must also be covered by further medical certificates on a regular basis. Further certificates must be obtained if the absence continues for longer than the period of the original certificate

If you have been absent you must notify your immediate Manager of your intention to return to work prior to returning. Any period of sickness exceeding 3 days, will involve a return to work interview with your Line Manager.

There is no provision for a Company Sick Pay Scheme relating to your employment. You may however be able to apply for Statutory Sick Pay (SSP) provided you satisfy the relevant requirements which will be paid in accordance with current legislation. Unacceptable delays in notifying the Company or failure to provide evidence of incapacity may result in the with-holding of SSP.

Your qualifying days for SSP purposes are Monday to Friday.

The Company reserves the right to employ the services of an independent doctor to carry out a medical check on any employee who may be absent from work. You agree to consent to a medical examination (at our expense) by a doctor nominated by the Company should the Company so require. You agree that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.

Any employee who knowingly makes a false statement on a DHSS Self Certification Form shall be dealt with in accordance with the Disciplinary Procedure. Unacceptable delays or failure may also result in implementation of the Company's Disciplinary Procedure.

## **LOSS OR DAMAGE OF PROPERTY**

Any employee who wilfully or accidentally breaks or damages the Company's premises or property or its customers' premises or property may be liable to be charged with the cost of repair or replacement and may also be subject to the disciplinary process.

The Company reserves the right to deduct replacement cost of any damaged property belonging to the Company or its customers, from the employee's wages. Prior to any such deductions being made, the employee will be notified in writing by the Company.

It is also the duty of each employee to notify his/her Manager/Supervisor in writing of any such loss or damage.

## **DRIVING COMPANY VEHICLES**

Drivers of Company vehicles must drive responsibly and in adherence with the current legislation governing the highways.

Any employee who has been issued with a Company vehicle must adhere to the above and the regulations detailed in the Company Vehicle Policy Statement, a copy of which is obtainable from the HR Advisor.

The Company shall be responsible for payment of all reasonable standing and running costs of the vehicle including insurance, tax, MOT, maintenance and repair and shall bear the cost of fuel incurred during business mileage **OR** reimburse the Employee for the cost of fuel properly incurred during business mileage at an agreed rate **OR** at a rate specified in the Company's Vehicle Policy from time to time.

The employee shall:

- (a) take good care of the vehicle and ensure that the provisions of the Company's Vehicle Policy as amended from time to time and any policy of insurance relating to the vehicle are observed;
- (b) pay all expenses directly connected with the employee's private use of the vehicle;
- (c) be responsible for payment of all fines incurred for traffic offences and parking fines;
- (d) notify the Company of any accidents involving the vehicle (whether or not these take place while the employee is on business);
- (e) immediately inform the Company if he/she is convicted of a driving offence or disqualified from driving; and
- (f) return the vehicle, its keys and all documents relating to it to Sarah Jane Robinson House, Rathenraw Industrial Estate, Greystone Road, Antrim or such other place as the Company may reasonably stipulate immediately upon the termination of the appointment arising or upon the employee becoming no longer legally entitled to drive.

The Company shall have the right to terminate the appointment without prior notice or payment in lieu of notice if the Employee is convicted of a driving offence or disqualified from driving.

## **USE OF TELEPHONES**

Employees can only utilise Company and client telephones where prior permission has been granted. Any **mis-use** of telephones will be subjected to the Company's Disciplinary Policy and Procedures. Employees must not answer or use mobile phones whilst on duty unless it is for Company related business. Users of Company-provided mobile telephones must adhere to the Company Mobile Phone Policy, a copy of which is available from the HR Department.

## **CONFLICTS OF INTEREST**

During your employment you will undertake not to engage in any activity which is likely to prejudice your ability to serve the Company nor will you engage in any business activity which may cause a conflict of interest with the business of Robinson Services. You are further required not to carry out any acts which might prejudice or injure Robinson Services.

## **SECURITY**

All employees are subject to any security measures operated by the Company or its clients. This includes the right to search any person and their property including vehicles whilst on, leaving or entering the Company's or its clients' premises.

Removal of materials, tools or equipment from the Company's or customers' premises is strictly prohibited unless authorised by Management. Any request should be made in writing to the immediate Manager and a letter of confirmation will be given to the employee, authorising the removal of any items, detailing dates of when they were borrowed and when they should be returned.

An employee who has been issued with keys belonging to the Company or its clients is entirely responsible for their safekeeping. Employees must not pass keys to unauthorised persons or allow them to be used for access to buildings or property by any unauthorised persons. Any breach of this may be subject to the Company's Disciplinary Procedure which could result in dismissal.

## **CONDITIONS TO SEARCH EMPLOYEES**

The Company reserves the right to search you or any property held on Company premises at any time if there are reasonable grounds to believe that you are guilty of any breach of the Company's rules and regulations.

Personal searches must be carried out by security and/or local Management as **appropriate**. Searches will be conducted with your consent and in the presence of at least one agreed witness.

The Company also reserves the right to invite the police to obtain a warrant to search the Company **premises** and/or people suspected of possession of drugs or who are committing any other criminal act.

If you refuse to permit the search to take place your refusal will normally be treated a gross misconduct and action will be taken against you within the Company's Disciplinary Procedure.

## **UNAUTHORISED BUSINESS**

During working hours for Robinson Services, no employee will be permitted to conduct any other business other than work authorised by Robinson Services. No employee will be permitted to bring Robinson Services into any disrepute by their actions.

## **GRIEVANCE AND DISCIPLINARY PROCEDURES**

Detailed Grievance and Disciplinary Procedures have been devised to ensure that fair and prompt arrangements exist for dealing with grievance or disciplinary matters. The Company's Grievance Procedures and Disciplinary Procedures are enclosed. These form part of your terms and conditions of employment and you are required to read and fully understand them.

## **HARASSMENT & BULLYING**

It is Robinson Services policy that all employees are free to perform their work in an environment which is free of harassment, bullying and intimidation. The Company Harassment and Bullying Policy is enclosed. This forms part of your terms and conditions and you are required to read and fully understand it.

## **TERMINATION OF EMPLOYMENT**

After successful completion of your probationary period, your employment will be subject to 1 week's notice of termination by Robinson Services except in circumstances not requiring notice such as cases involving dishonesty or gross misconduct or where your individual contract stipulates different notice periods. We shall be entitled to dismiss you at any time without notice [or payment in lieu of notice] in the case of gross misconduct, or if you commit a serious breach of your obligations as an employee, or if you cease to be entitled to work in the United Kingdom in accordance with section 8 of the Asylum and Immigration Act 1996. In the event of the **Company** terminating your employment you are entitled to receive and give the following notice, depending on your length of service.

## **PERIOD OF CONTINUOUS SERVICE**

After you have been employed continuously for a period of more than 4 weeks you will be required to give 1 week's notice of your intention to leave. Should an employee wish to terminate their employment, they will be required to provide 1 week's notice in writing to their Line Manager. Additional notice periods, where appropriate, will be advised to you at the commencement of your employment and will form part of your contract of employment. The Company will endeavour to provide you with your notice period, however, we reserve the right to pay you 1 week's salary in lieu of notice in circumstance where it is considered appropriate to do so.

Your employment will terminate on grounds of retirement when you reach 65. Prior to termination on grounds of retirement the Company will follow its Retirement Policy a copy of which is available from. Any request by the employee to work beyond the retirement age must be in accordance with the Retirement Policy.

Should an employee wish to terminate their employment after the end of the probationary period, they will be required to provide 1 weeks notice in writing to their Line Manager or as otherwise stipulated in your contract.

## **DATA PROTECTION**

The employee consents to Robinson Services processing data relating to the employee for legal, personnel, administrative and Management purposes and in particular to the processing of any **sensitive personal data** (as defined in the Data Protection Act 1998) relating to the employee, including, as appropriate:

- (a) information about the employee's physical or mental health or condition in order to monitor sick leave and take decisions as to the employee's fitness for work;
- (b) the employee's racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;
- (c) information relating to any criminal proceedings in which the employee has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

The Company may make such information available to our clients, those who provide products or services to the Company such as advisers and payroll administrators, regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or the business in which the employee works.

## **PERSONAL APPEARANCE AND HYGIENE**

Uniform will be provided and employees are requested to maintain these to a high standard. Your attention should be drawn to First Impressions detailed in the Code of Practice section of this handbook.

They should also practice good housekeeping around their workplace and use washrooms and toilets in a responsible manner.

No excessive jewellery should be worn whilst at work i.e. visible body piercing, rings etc. Engagement/Wedding/Partner Rings are acceptable.

Any visible tattoos should be covered up where possible, as these are unsightly to customers and working colleagues and can be offensive.

## **UNIFORMS**

Employees are provided with corporate clothing appropriate to the type of work they carry out. You will be required to wear your corporate clothing in accordance with the instructions issued to you by your Manager/Supervisor.

You will be expected to maintain your corporate clothing in a clean and tidy condition and follow the manufacturer's recommendations regarding laundering. Failure to return your uniform/corporate clothing when leaving the Company employment may result in the cost being deducted from your final payment.

Please note that you may be required to pay towards the cost of the provision of corporate clothing. This will be discussed prior to employment if appropriate.

## **PERSONAL CIRCUMSTANCES**

Employees must notify the Company in writing of change of name, address, marital status, next-of-kin etc. as soon as is reasonably practical.

## **PERSONAL PROPERTY**

It is advisable that items which have no connection with the employee's work needs should not be brought to the work-place. The Company cannot accept liability for personal property.

## **BUYING AND SELLING**

You are not allowed to buy or sell goods on your own behalf on our premises, from our vehicles or client premises. If this comes to light it will result in disciplinary action.

## **COLLECTIONS FOR EMPLOYEES**

No collections of any kind are allowed, without prior Management permission.

## **FRIENDS AND RELATIVES CONTACT**

You should discourage your friends and relatives from either calling on you in person or by telephone, except in the case of an emergency.

## **POLITICAL AND RELIGIOUS ACTIVITY**

Although we have no political or religious bias, we are not prepared to allow any political or religious activities on our premises.

# MATERNITY POLICY

## 1. GENERAL PRINCIPLES

- 1.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety and maternity leave. It does not apply to agency workers and the self-employed.
- 1.2 The policy does not form part of your contract of employment and we may amend it at any time.

## 2. DEFINITIONS

The definitions in this paragraph apply in this policy.

**Expected Week of Childbirth (EWC):** the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.

**Qualifying Week:** the fifteenth week before the EWC.

## 3. NOTIFICATION

- 3.1 You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 3.2 Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us:
  - (a) that you are pregnant;
  - (b) the Expected Week of Childbirth (EWC); and
  - (c) the date on which you would like to start your maternity leave.
- 3.3 You must provide a certificate from a doctor or midwife (usually on a MATB1 form) confirming your EWC.

## 4. TIME OFF FOR ANTE-NATAL CARE

- 4.1 If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. This may include any relaxation or parentcraft classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment.
- 4.2 We may ask you to provide the following, unless it is the first appointment:
  - (a) a certificate from the doctor, midwife or health visitor stating that you are pregnant; and
  - (b) an appointment card.

## 5. SICKNESS

- 5.1 Periods of pregnancy-related sickness absence shall be paid in accordance with our normal sickness and absence policy in the same manner as any other sickness absence.
- 5.2 Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

- 5.3 If you are absent for a pregnancy-related reason during the four weeks before your EWC, your maternity leave will usually start automatically (see paragraph 8, Starting Maternity Leave).

## **6. HEALTH AND SAFETY**

- 6.1 We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.
- 6.2 We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work we will take such steps as are necessary (and for as long as is necessary) to avoid those risks. This may involve:
- (a) changing your working conditions or hours of work;
  - (b) offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
  - (c) suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

## **7. MATERNITY LEAVE**

- 7.1 Shortly before your Maternity Leave starts we shall discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. [Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.]
- 7.2 Your Maternity Leave entitlement may depend on how long you have been continuously employed by us:
- (a) Ordinary Maternity Leave (**OML**). All employees who give birth are entitled to take up to 26 weeks' ordinary Maternity Leave.
  - (b) Additional Maternity Leave (**AML**). If your EWC starts on or after 1 April 2007, you are entitled to take up to 26 weeks' additional Maternity Leave immediately following OML.

## **8. STARTING MATERNITY LEAVE**

- 8.1 The earliest date you can start Maternity Leave is 11 weeks before the EWC (unless your child is born prematurely before that date).
- 8.2 You must notify us of your intended start date in accordance with paragraph 3. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to Maternity Leave (Expected Return Date).
- 8.3 You can postpone your intended start date by informing us in writing at least 28 days before the original intended start date, or if that is not possible, as soon as reasonably practicable.
- 8.4 You can bring forward the intended start date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

- 8.5 Maternity leave shall start on the earlier of:
- (a) your intended start date (if notified to us in accordance with this policy); or
  - (b) the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the EWC; or
  - (c) the day after you give birth.
- 8.6 If you are absent for a pregnancy-related reason during the four weeks before the EWC, you must let us know as soon as possible in writing. Maternity leave will be triggered under paragraph 8.5(b) unless both parties agree to delay it.
- 8.7 If you give birth before your Maternity Leave was due to start, you must let us know the date of the birth in writing as soon as possible.
- 8.8 The law prohibits you from working during the two weeks following childbirth.

## **9. TERMS AND CONDITIONS DURING OML**

All the terms and conditions of your employment remain in force during OML, except for the terms relating to pay. In particular:

- (a) benefits in kind [health insurance and use of a Company vehicle if applicable] shall continue;
- (b) Annual Leave entitlement under your contract shall continue to accrue (see paragraph 11, Annual Leave).

## **10. TERMS AND CONDITIONS DURING AML**

10.1 During AML you are entitled to the benefit of our implied obligation to preserve mutual trust and confidence, and any terms of employment relating to:

- (a) notice, if we terminate your employment;
- (b) redundancy payments, in the event of redundancy;
- (c) disciplinary and grievance procedures;

10.2 During AML you remain bound by your implied obligation of good faith towards us and any terms of employment relating to:

- (a) notice if you resign;
- (b) restrictions on disclosure of confidential information;
- (c) restrictions on acceptance of gifts or other benefits; and
- (d) restrictions on participation in any other business.

## **11. ANNUAL LEAVE**

11.1 During OML, Annual Leave will accrue at the rate provided under your contract.

11.2 During AML, Annual Leave will not accrue under your contract. However, in any holiday year affected by AML, your Annual Leave entitlement, including any bank holidays, will not be less than the statutory minimum required by the Working Time Regulations (NI) 1998.

11.3 Annual Leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your Maternity Leave, you should ensure that you have taken the full year's entitlement before starting your Maternity Leave.

11.4 Our holiday year runs from 1st January to 31st December.

## 12. REDUNDANCIES DURING MATERNITY LEAVE

In the event that your post is affected by a redundancy situation occurring during your Maternity Leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on Maternity Leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

## 13. MATERNITY PAY

13.1 Statutory maternity pay (**SMP**) is payable for up to 26 weeks if your EWC starts before 1 April 2007 or 39 weeks if your EWC starts on or after that date. SMP will stop being payable if you return to work sooner (except where you are simply keeping in touch in accordance with paragraph 14.). You are entitled to SMP if:

- (a) you have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;
- (b) your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government;
- (c) you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your EWC;
- (d) you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take Maternity Leave; and
- (e) you are still pregnant 11 weeks before the start of the EWC or have already given birth.

13.2 SMP is calculated as follows:

- (a) First six weeks: SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period;
- (b) Remaining 20 weeks (or 33 weeks if your EWC starts on or after 1 April 2007): SMP is paid at the **Prescribed Rate** which is set by the government for the relevant tax year, or the Earnings-Related Rate if this is lower.

13.3 If your EWC starts before 1 April 2007, SMP accrues from the end of your first week of OML and at the end of each complete week of absence, measured from Sunday to Saturday. If your EWC starts on or after 1 April 2007, SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.

13.4 You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your Maternity Leave has not already begun, SMP shall start to accrue in whichever is the later of:

- (a) the week following the week in which employment ends; or
- (b) the eleventh week before the EWC.

13.5 If you become eligible for a pay rise before the end of your Maternity Leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

## **14. KEEPING IN TOUCH**

- 14.1 We may make reasonable contact with you from time to time during your Maternity Leave.
- 14.2 If your EWC starts on or after 1 April 2007, you may work (including attending training) for up to 10 days during Maternity Leave without bringing your Maternity Leave or SMP to an end. The arrangements, including pay, would be set by agreement. You are not obliged to undertake any such work during Maternity Leave. In any case, you must not work in the two weeks following birth.
- 14.3 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work. This may include:
- (a) updating you on any changes that may have occurred;
  - (b) discussing any necessary training;
  - (c) discussing any changes to working arrangements (for example if you have made a request to work part-time. See paragraph 20, Returning To Work Part-time).

## **15. EXPECTED RETURN DATE**

- 15.1 Once you have notified us in writing of your intended start date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because Maternity Leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of Maternity Leave with a revised Expected Return Date.
- 15.2 We expect you to return on the Expected Return Date unless you tell us otherwise. It is helpful to us if you confirm during your Maternity Leave that you will be returning to work as expected.

## **16. RETURNING EARLY**

- 16.1 If you wish to return to work earlier than the Expected Return Date, you must give us prior notice, the length of which depends on your EWC. If your EWC starts before 1 April 2007, you must give us at least 4 weeks' notice of the date you intend to return. For employees whose EWC starts on or after 1 April 2007 you must give 8 weeks' notice. It is helpful if you give this notice in writing.
- 16.2 If insufficient notice is given, we may postpone your return date until 4 weeks (or 8 weeks if appropriate) after you gave notice, or to the Expected Return Date if sooner.

## **17. RETURNING LATE**

- 17.1 If you wish to return later than the Expected Return Date, you should either:
- (a) request unpaid parental leave [in accordance with our parental leave policy], giving us as much notice as possible but not less than [21 days]; or
  - (b) request paid Annual Leave in accordance with your contract, which will be at our discretion.
- 17.2 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.
- 17.3 In any other case, late return will be treated as unauthorised absence.

## **18. DECIDING NOT TO RETURN**

- 18.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of Maternity Leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.
- 18.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
- 19.3 This does not affect your right to receive SMP.

## **19. YOUR RIGHTS WHEN YOU RETURN**

- 19.1 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent.
- 19.2 However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

## **20. RETURNING TO WORK PART-TIME**

We will deal with any requests by employees to change their working patterns (such as working part-time) after Maternity Leave on a case-by-case basis. There is no absolute right to insist on working part-time, but we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Procedure available from the HR Department.

# ADOPTION LEAVE POLICY

## 1. GENERAL PRINCIPLES

- 1.1 This policy outlines the statutory rights and responsibilities of employees who adopt, and sets out the arrangements for Adoption Leave. It only applies to employees and does not apply to agency workers and the self-employed.
- 1.2 The policy does not form part of your contract of employment and we may amend it at any time.

## 2. DEFINITIONS

The definitions in this paragraph apply in this policy.

**Qualifying Week:** the week, beginning on a Sunday, in which you are notified in writing by an adoption agency of having been matched with a child.

**Expected Placement Date (EPD):** the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

**Ordinary Adoption Leave (OAL):** a period of up to 26 weeks' leave available to all employees who qualify for Adoption Leave (under paragraph 3).

**Additional Adoption Leave (AAL):** a further period of up to 26 weeks' leave immediately following OAL.

## 3. ENTITLEMENT TO ADOPTION LEAVE

- 3.1 Adoption Leave is only available if you are adopting through a UK or overseas adoption agency. It is not available if there is no agency involved, for example, if you are formally adopting a step-child or other relative.
- 3.2 You are entitled to Adoption Leave if you fulfil the following conditions:
  - (a) an adoption agency has given you written notice that it has matched you with a child for adoption and the EPD;
  - (b) you have notified the agency that you agree to the child being placed with you on the EPD;
  - (c) you have been continuously employed by us for at least 26 weeks ending with the Qualifying Week; and
  - (d) your spouse or partner will not be taking Adoption Leave with their employer (although they may be entitled to take paternity leave).

## 4. NOTIFICATION OF INTENTION TO TAKE LEAVE

- 4.1 You must give us notice in writing of:
  - (a) the EPD; and
  - (b) your intended start date for Adoption Leave (see paragraph 6).
- 4.2 This notice should be given not more than seven days after the agency notified you in writing that it has matched you with a child.

- 4.3 At least 28 days before your intended start date (or, if this is not possible, as soon as you can), you must also provide us with:
- (a) a Matching Certificate from the adoption agency confirming:
    - (i) the agency's name and address
    - (ii) the name and date of birth of the child;
    - (iii) the date you were notified of the match; and
    - (iv) the EPD.
  - (b) written confirmation that you intend to take statutory adoption pay and not statutory paternity pay.

## **5. OVERSEAS ADOPTIONS**

If you are adopting a child from overseas this policy applies with the modifications set out in this paragraph.

- 5.1 You must have received notification that the adoption has been approved by the relevant UK authority (**Official Notification**).
- 5.2 You must give us notice in writing of:
- (a) Your intention to take Adoption Leave;
  - (b) The date you received Official Notification; and
  - (c) The date the child is expected to arrive in Great Britain.
- 5.3 This notice should be given as early as possible but in any case within 28 days of receiving Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks of starting employment).
- 5.4 You must also give us at least 28 days' notice in writing of your intended start date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.
- 5.5 Within 28 days of the date the child arrives in Great Britain you must also notify us of that date.
- 5.6 We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Northern Ireland.

## **6. STARTING ADOPTION LEAVE**

- 6.1 OAL may start on a predetermined date no more than 14 days before the EPD, or on the date of placement itself, but no later.
- 6.2 You must notify us of your intended start date in accordance with paragraph 4. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to Adoption Leave (Expected Return Date).
- 6.3 You can postpone your intended start date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.
- 6.4 You can bring forward your chosen start date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.
- 6.5 Shortly before your Adoption Leave starts we shall discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. [Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.]

## **7. STATUTORY ADOPTION PAY (SAP)**

7.1 Statutory adoption pay (**SAP**) is payable for up to 26 weeks if the EPD is before 1 April 2007 or 39 weeks if the EPD is on or after that date. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:

- (a) you have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;
- (b) your average weekly earnings during the eight weeks ending with the qualifying week (the Relevant Period) are not less than the lower earnings limit set by the government; and
- (c) You have given us the relevant notifications under paragraph 4.

7.2 SAP is paid at a Prescribed Rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

7.3 SAP accrues with each complete week of absence but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.

7.4 If you leave employment for any reason (for example, if you resign or are made redundant) you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP shall start:

- (a) 14 days before the Expected Placement Date; or
- (b) the day after your employment ends; whichever is the later.

7.5 If you become eligible for a pay rise before the end of your Adoption Leave, you will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

## **8. TERMS AND CONDITIONS DURING OAL**

All the terms and conditions of your employment remain in force during OAL, except for the terms relating to pay. In particular:

- (a) benefits in kind [health insurance and use of a Company vehicle if applicable] shall continue;
- (b) Annual Leave entitlement under your contract shall continue to accrue (see paragraph 10, Annual Leave).

## **9. TERMS AND CONDITIONS DURING AAL**

9.1 During AAL you are entitled to the benefit of our implied obligation to preserve mutual trust and confidence, and any terms of employment relating to:

- (a) notice if we terminate your employment;
- (b) redundancy payments, in the event of redundancy;
- (c) disciplinary and grievance procedures.

- 9.2 During AAL you remain bound by your implied obligation of good faith towards us and any terms of employment relating to:
- (a) notice if you resign;
  - (b) restrictions on disclosure of confidential information;
  - (c) restrictions on acceptance of gifts or other benefits; and
  - (d) restrictions on participation in any other business.

## **10. ANNUAL LEAVE**

- 10.1 During OAL, Annual Leave will accrue at the rate provided under your contract.
- 10.2 During AAL, Annual Leave will not accrue under your contract. However, in any holiday year affected by AAL, your Annual Leave entitlement, including bank holidays, will not be less than the statutory minimum required by the Working Time Regulations 1998.
- 10.3 Annual Leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your Adoption Leave, you should ensure that you have taken the full year's entitlement before starting your Adoption Leave.
- 10.4 Our holiday year runs from [1st January to 31st December].

## **11. REDUNDANCIES DURING ADOPTION LEAVE**

In the event that your post is affected by a redundancy situation occurring during your Adoption Leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity and Adoption Leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

## **12. DISRUPTED ADOPTION**

- 12.1 Adoption Leave is disrupted if it has started but:
- (a) you are notified that the placement will not take place;
  - (b) the child is returned to the adoption agency after placement; or
  - (c) the child dies after placement.
- 12.2 In case of disruption your entitlement to Adoption Leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave and/or pay would have ended earlier in the normal course of events.

## **13. KEEPING IN TOUCH**

- 13.1 We may make reasonable contact with you from time to time during your Adoption Leave.
- 13.2 Any work done by you (including attending training) on up to 10 days during Adoption Leave will not bring your Adoption Leave to an end (except where the child is placed with you before 1 April 2007). This is by no means compulsory and arrangements, including any additional pay, would be set by agreement.
- 13.3 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work. This may include:

- (a) updating you on any changes that may have occurred;
- (b) discussing any necessary training; and
- (c) discussing any changes to working arrangements (for example, if you have made a request to work part-time).

#### **14. EXPECTED RETURN DATE**

- 14.1 Once you have notified us in writing of your intended start date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date changes we shall write to you within 28 days of the start of Adoption Leave with a revised Expected Return Date.
- 14.2 We expect you to return on the Expected Return Date unless you tell us otherwise. It is helpful to us if you confirm during your Adoption Leave that you will be returning to work as expected.

#### **15. RETURNING EARLY**

- 15.1 If you wish to return to work earlier than the Expected Return Date, you must give us at least 4 weeks' notice of the date you intend to return. Employees whose expected placement date is on or after 1 April 2007 must give 8 weeks' notice. It is helpful if you give this notice in writing.
- 15.2 If you do not give enough notice, we may postpone your return date until 4 weeks (or 8 weeks as appropriate) after you gave notice, or to the Expected Return Date if sooner.

#### **16. RETURNING LATE**

- 16.1 If you wish to return later than the Expected Return Date, you should either:
  - (a) request unpaid Parental Leave [in accordance with our Parental Leave Policy], giving us as much notice as possible but not less than 21 days; or
  - (b) request paid Annual Leave in accordance with your contract, which will be at our discretion.
- 16.2 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.
- 16.3 In any other case, late return will be treated as unauthorised absence.

#### **17. DECIDING NOT TO RETURN**

- 17.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of Adoption Leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.
- 17.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
- 17.3 This does not affect your right to receive SAP.

## **18. YOUR RIGHTS WHEN YOU RETURN**

- 18.1 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent.
- 18.2 However, if you have taken any period of AAL or more than four weeks' Parental Leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

## **19. WORKING PART-TIME AFTER ADOPTION LEAVE**

We will deal with any requests by employees to change their working patterns (such as working part-time) after Adoption Leave on a case-by-case basis. There is no absolute right to insist on working part-time, but we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible. The procedure for making and dealing with such requests is set out in our Flexible Working Procedure available from HR Department.

# DISCIPLINARY POLICY & PROCEDURES

## **OBJECTIVE**

The maintenance of quality standards of services and generally acceptable conduct is the primary responsibility of the employee in liaison with their immediate Manager. The objective of the Disciplinary Procedure is to assist individuals whose performance falls below the Company's standards or to deal with issues of conduct and capability. The procedure is in place to ensure both the employee and the Company is treated fairly and the current legislative guidelines are followed.

## **COUNSELLING**

Prior to the use of the formal procedure, as set out below and except in cases of gross misconduct, a verbal counselling session shall normally take place in the first instance between the individual concerned and a member of Management.

This informal stage should be used as a forum for open discussion between the Manager and employee. It may be used to coach, or counsel an employee; identify training or re-training needs; or to establish/clarify expectations and set/agree objectives re: improvement in performance. A record of the meeting will be documented.

Management shall advise the staff member that this is a counselling session according to the terms of the Disciplinary Procedure. It will be made clear at this point, that if the required specified improvements are not forthcoming, the first stage of the Disciplinary Procedure will apply.

## **The following procedures will apply:**

### **GENERAL PRINCIPLES**

The Company expects all its employees to abide by the terms and conditions of their employment and the rules, regulations and standards established by the Company. However, in the case where it is necessary the Company will implement the Disciplinary Policy.

It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts. Employees (including those in their probationary period) should not be dismissed or subjected to disciplinary action without being provided with the following:

- (a) a written statement of the allegations;
- (b) a fair hearing before any decision is reached; and
- (c) the right to an appeal hearing.

## **CONFIDENTIALITY**

Our aim during an investigation or Disciplinary Procedure is to deal with matters sensitively and with due respect for the privacy of any individuals involved.

All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.

You are not permitted to make any electronic recordings of any Investigative meetings, disciplinary or appeal hearings. Your representative, or any companions or witnesses who accompany you to any meetings or hearings are also forbidden from making electronic recordings.

You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless, in our discretion, we believe that a witness's identity should remain confidential.

Witnesses must treat as confidential any information given to them in the course of an investigation, including the identity of any employees under investigation.

## **INVESTIGATION**

The purpose of an investigation is for us to establish a fair and balanced view of the facts before deciding whether to proceed with a disciplinary hearing. This may involve reviewing any relevant documents, interviewing you and any witnesses, and taking witness statements. Human Resources will usually appoint an Investigating Officer to carry out the investigation.

Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.

You do not normally have the right to bring anyone to an Investigative interview. However, we may allow you to bring a companion if it helps you to overcome a difficulty caused by a disability, or any difficulty in understanding English.

You must cooperate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending any investigative interviews.

The amount of investigation required will depend on the nature of the allegations and will vary from case to case.

## **FORMAL DISCIPLINARY PROCEDURE**

### **WRITTEN INFORMATION**

Following any investigation, if we consider there are grounds for disciplinary action, we will inform you in writing of the allegations against you and the basis for those allegations. This will normally include:

- (a) a summary of relevant information gathered during the investigation;
- (b) documents which will be used at the disciplinary hearing; and
- (c) witness statements which will be used at the hearing, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

You will have a reasonable opportunity to consider this information before the hearing.

### **DISCIPLINARY HEARING**

We will give you written notice of the date, time and place of the disciplinary hearing, which will normally be held between two days and one week after you receive the written notice.

The hearing will be chaired by the appropriate Manager. The Investigating Officer or a member of Human Resources will also be present. You may bring a companion with you to the disciplinary hearing.

You must take all reasonable steps to attend the hearing. Failure to attend a hearing without good reason may be treated as misconduct in itself. If you or your companion cannot attend at the time specified you should inform us immediately and we will seek to agree an alternative time.

The purpose of the disciplinary hearing is to review the evidence and to enable you to respond to any allegations that have been made against you. If you have a companion, he or she may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

It will not normally be necessary for witnesses to be questioned or cross-examined at the disciplinary hearing but, in exceptional cases, the Manager responsible may decide in conjunction with Human Resources that a fair hearing could not be held otherwise.

The disciplinary hearing may be adjourned if we need to carry out any further investigations. For example, we may decide to re-interview witnesses in the light of any points that have been raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

Within one week of the disciplinary hearing we will inform you in writing of our decision including details of any misconduct that we consider you have committed, and the disciplinary sanction to be applied together with the reasons for our decision. We will also inform you of your right of appeal. Where possible we will also explain this information to you in person.

## **APPEALS**

If you wish to appeal you should do so in writing, stating your full grounds of appeal, to the Human Resources Advisor within one week of the date on which you were informed of the decision.

We will give you written notice of the date, time and place of the appeal hearing. This will normally be between two days and one week after you receive the written notice. In cases of dismissal the appeal will be held as soon as possible.

Where practicable, the appeal hearing will be conducted by a Manager who is senior to the person who conducted the disciplinary hearing. The Investigating Officer or a member of Human Resources or the Manager who conducted the disciplinary hearing will also usually be present. You may bring a companion with you to the appeal meeting.

If you raise any new matters in your appeal we may need to carry out further investigation prior to the appeal hearing. If any new information comes to light we will provide you with the details. You will have a reasonable opportunity to consider this information before the hearing.

The appeal hearing may be a complete rehearing of the matter or it may be a review of the original decision taking account of any new information. This will be at our discretion depending on your grounds of appeal and the circumstances of your case.

Following the appeal hearing we may:

- (a) confirm the original decision; or
- (b) revoke the original decision; or
- (c) substitute a different disciplinary sanction.

We will inform you in writing of our final decision within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

The date on which any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, you will be reinstated with no loss of continuity or pay.

## **RIGHT TO BE ACCOMPANIED**

You may bring a companion to any disciplinary or appeal hearings under this procedure. The companion may be either a trade union official or a colleague. You must tell Human Resources who your chosen companion is, in good time before the hearing.

Acting as a companion is voluntary and employees are under no obligation to do so. Employees will be allowed reasonable time off from duties without loss of pay to act as a companion.

If your choice of companion is unreasonable we may ask you to choose someone else. For example:

- (a) if in our opinion your companion may have a conflict of interest or may prejudice the hearing; or
- (b) if your companion works at another site and someone reasonably suitable is available at the site at which you work; or
- (c) if your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.

We may, at our discretion, allow you to bring a companion who is not an employee or union official (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

## **DISMISSALS AND DISCIPLINARY ACTION**

### **DISCIPLINARY SANCTIONS**

We aim to treat all employees fairly and consistently. Disciplinary action previously taken against other employees for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.

Depending on the seriousness of the matter any of the following stages may be omitted.

### **DISCIPLINARY WARNING**

Warnings normally relate to the same or similar misconduct and are not generally transferable between types of misconduct. Thus warnings for lateness or warnings for careless work are considered to be separate and distinct warnings.

However, where a number of warnings are called for in respect of different types of misconduct this will entitle Management to review the employee's overall suitability for continued employment and if necessary to issue a final general warning irrespective of the offence.

All warnings will clearly state the misconduct concerned with details of any relevant facts, times, dates, events and names and clearly indicate what the eventual outcome will be if there is no improvement on the employee's part or a reoccurrence takes place.

**Warnings will be placed on file.**

**Warnings will be deemed spent and disregarded for disciplinary purposes after the time scales detailed below:**

**STAGE 1: VERBAL WARNING**

You may be given a verbal warning for a minor act of misconduct where you have no other active warnings on your disciplinary record.

The warning will be confirmed in a letter to you which will set out the nature of the misconduct, the change in behaviour required and the likely consequences of further misconduct.

A record of the warning will be placed permanently on your personnel file and will remain active for six months from the date it is given, after which time it will be disregarded in deciding the outcome of future disciplinary proceedings. [Your conduct may be reviewed at the end of this period and if it has not improved sufficiently we may decide to extend the active period.]

Verbal warnings may be given by your Manager, Human Resources or Director.

**STAGE 2: FIRST WRITTEN WARNING**

A first written warning will usually be given for:

- (a) first acts of misconduct where there are no other active warnings on your disciplinary record; or
- (b) minor misconduct where there is an active verbal warning on your record.

The warning will set out the nature of the misconduct, the change in behaviour required and the likely consequences of further misconduct.

The warning will be placed permanently on your personnel file and will remain active for six months from the date it is given, after which time it will be disregarded in deciding the outcome of future disciplinary proceedings. Your conduct may be reviewed at the end of this period and if it has not improved sufficiently we may decide to extend the active period.

First written warnings may be given by your Senior Manager, Human Resources or Director where appropriate.

### **STAGE 3: FINAL WRITTEN WARNING**

A final written warning will usually be given for:

- (a) misconduct where there is already an active written warning on your record; or
- (b) cases where there is no active written warning on file but we consider that the misconduct is sufficiently serious to warrant a final written warning. (For example cases of major misconduct detailed below).

The warning will set out the nature of the misconduct, the change in behaviour required and the likely consequences of further misconduct.

The warning will be placed permanently on your personnel file and will normally remain active for 12 months or, if we decide that the matter is more serious, for a longer period. Your conduct may be reviewed at the end of this period and if it has not improved sufficiently we may decide to extend the active period. After the active period it will be disregarded in deciding the result of future disciplinary proceedings. In exceptional cases verging on gross misconduct, e.g. breach of Health and Safety Regulations or acts of violence, a final written warning may state that it will remain active indefinitely.

Final written warnings may be given by a Senior Manager, Human Resources, or a Director where applicable

### **STAGE 4: DISMISSAL**

We may decide to dismiss you in the following circumstances:

- (a) misconduct during your probationary period; or
- (b) misconduct where there is an active final written warning on your record; or
- (c) gross misconduct regardless of whether you have received any previous warnings.

Gross misconduct will usually result in summary dismissal, that is, dismissal without notice or payment in lieu of notice. In cases not involving gross misconduct you will be given your full contractual notice period, or payment in lieu of notice.

Dismissal may be authorised by Senior Manager, Human Resources or Director as appropriate.

### **ALTERNATIVE SANCTIONS SHORT OF DISMISSAL**

In appropriate cases we may consider some other sanction short of dismissal, such as:

- (a) demotion;
- (b) transfer to another department or job;
- (c) period of suspension without pay;
- (d) loss of seniority;
- (e) reduction in pay;
- (f) loss of future pay increment or bonus;
- (g) loss of overtime.

15.2 These sanctions may be used in conjunction with a written warning.

15.3 These sanctions may be authorised by Senior Manager, Human Resource or Director

The Company recognises three types of misconduct:-

- (a) **Minor Misconduct**
- (b) **Major Misconduct**
- (c) **Gross Misconduct**

The following list is not exhaustive and the Company reserves the right to decide how any other instance of misconduct shall be categorised. Circumstances may therefore arise whereby it is necessary for certain stages of the Disciplinary Procedure to be omitted.

### **MINOR MISCONDUCT**

- Absenteeism.
- Lateness.
- Careless work and poor effort at work.
- Ignoring or breaching safety/hygiene/security rules.
- Extending tea and meal breaks.
- Failure to maintain a tidy and safe work environment.
- Misuse of telephone.
- Excessive time away from job.
- Failure to wear uniform which has been provided.
- Failure to comply with Absence Notification Procedure.

### **MAJOR MISCONDUCT**

- Dangerous physical horseplay.
- Neglect causing damage to or loss of property belonging to the Company, its customers or other employees.
- Serious neglect or breach of safety/hygiene/security rules set out by Robinson Services and our clients.
- Consuming intoxicants during work hours or bringing intoxicants into the workplace without permission.
- Wilful or excessive wastage of materials.
- Aggressive or other inappropriate behaviour to customers.
- Use of foul language.
- Gambling on the premises.
- Insubordination to superiors.

## **GROSS MISCONDUCT**

- Physically violent behaviour, fighting or dangerous horseplay.
- Unauthorised absence e.g. leaving without permission.
- Refusal to carry out a reasonable work instruction.
- Deliberately ignoring safety/hygiene/security rules and thereby endangering one's own or someone else's physical well being or safety.
- Obscene behaviour.
- Intoxication induced by alcohol or drugs.
- Disregard or breach of the employees responsibilities as detailed in the Health and Safety at Work Act.
- Fraud, theft or any other offence committed against the Company which would be in breach of the law of the land.
- Wilful damage to or neglect of property/equipment belonging to the Company, its customers or other employees.
- Falsification of records/documentation or receiving money for hours not worked.
- Unauthorised use of the Company's vehicles.
- Sleeping whilst at work.
- Disclosure of information pertaining to customers or staff to unauthorised persons.
- Smoking in prohibited areas.
- Gross insubordination or use of aggressive behaviour or excessive bad language on Company's or customer's premises.
- Disregarding learning gained through Company provided training.
- Unacceptable unauthorised absence from planned training/meetings.

### **NB: this list is not exhaustive, and Management reserve the right to classify issues of conduct appropriately**

In line with the Company's Disciplinary Procedure the Company reserves the right, in certain circumstances to suspend the employee, pending an enquiry, demote or terminate employment.

## **PRECAUTIONARY SUSPENSION**

In certain situations, where major or gross misconduct is suspected, Management may need time to carry out a full investigation. In such circumstances the Company reserves the right to suspend any employee pending a decision. Such a suspension, which will normally be with pay, does not imply guilt. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or employees, unless you have been authorised to do so by your direct Manager.

## **DEMOTION**

In certain situations, the Company reserves the right to use demotion as a form of discipline in the place of a warning.

# GRIEVANCE POLICY & PROCEDURES

## **1. GENERAL PRINCIPLES**

- 1.1 It is our policy to ensure that all employees have access to a procedure to help resolve any grievances relating to their employment quickly and fairly.
- 1.2 This grievance procedure is for guidance only and does not form part of your contract of employment.
- 1.3 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 1.4 Any steps under this procedure should be taken promptly unless there is a good reason for delay. The time limits in this procedure may be extended if it is reasonable to do so.
- 1.5 We may vary this procedure as appropriate to a particular case. The procedure may also be discontinued if it becomes impracticable for either party to continue with it. In any case we will inform you in writing of the final outcome of your grievance.
- 1.6 Written grievances will be placed on your personnel file along with a record of any decisions taken; any appeal notice; the outcome of any appeal; and any notes or other documents compiled during the grievance process.
- 1.7 If you have difficulty at any stage of the grievance procedure because of a disability, you should ask Human Resources for assistance.

## **2. RAISING GRIEVANCES INFORMALLY**

Most grievances can be resolved quickly and informally through discussion with your Manager. If you feel unable to speak to your Manager, for example, because the complaint concerns him or her, then you should speak informally to the HR Advisor. If this does not resolve the problem you should follow the standard procedure below.

## **3. WRITTEN GRIEVANCES: STANDARD PROCEDURE**

- 3.1 You should put your grievance in writing and submit it to your Manager. If the grievance concerns your Manager you may submit it instead to Human Resources.
- 3.2 The written grievance should indicate that you are invoking this grievance procedure and contain a brief description of the reasons for your complaint, including any relevant facts, dates, and names of individuals involved. In some situations we may need to ask you to clarify the subject matter of your grievance in advance of the meeting or provide further information.

## **4. MEETINGS AND INVESTIGATIONS: STANDARD PROCEDURE**

- 4.1 You will be invited to a grievance meeting, which will normally take place no more than two weeks after we have received your written grievance. We may carry out such investigations as we consider appropriate prior to the meeting. This may involve interviewing you and any witnesses if appropriate.
- 4.2 You may bring a companion to any of the meetings under this procedure.

- 4.3 You must take all reasonable steps to attend any meetings. If you or your companion cannot attend at the time specified for a meeting, you should inform us immediately and we will make reasonable efforts to agree an alternative time.
- 4.4 The purpose of the initial grievance meeting is to enable you to explain your grievance and to discuss it with us. If you have a companion, they may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the meeting.
- 4.5 After the initial grievance meeting we may carry out such further investigations and/or hold such further grievance meetings as we consider appropriate.
- 4.6 We will inform you of our decision and of your right of appeal within one week of the final grievance meeting. We may hold a meeting to give you this information but in all cases it will be confirmed in writing.

## **5. APPEALS: STANDARD PROCEDURE**

- 5.1 Should you wish to appeal you should do so in writing to Human Resources, stating your full grounds of appeal, within 7 days of the date on which the decision was sent or given to you.
- 5.2 We will hold an appeal meeting, normally no more than two weeks after we receive your appeal. Where practicable, this will be held by someone senior to the person who conducted the grievance meeting(s). You may bring a companion to the appeal meeting.
- 5.3 Our final decision will be notified to you within two weeks of the appeal meeting. We may hold a meeting to give you this information but in all cases it will be confirmed in writing.

## **6. RIGHT TO BE ACCOMPANIED**

- 6.1 You may bring a companion to any meetings held under this procedure. The companion may be either a trade union official or a fellow employee. You must tell the person holding the meeting who your chosen companion is, in good time before the meeting. Employees are allowed reasonable time off from duties without loss of pay to act as a companion.
- 6.2 In some circumstances your choice of companion may not be allowed: for example, anyone who may have a conflict of interest, or whose presence may prejudice the meeting. Your companion should not normally be an employee working at another site, unless no-one reasonably suitable is available at the site at which you work. We may also ask you to choose someone else if the meeting would have to be delayed for over five working days because your companion is unavailable.
- 6.3 We may, at our discretion, allow you to bring a companion who is not an employee or union official (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

## **7. GRIEVANCES AFTER EMPLOYMENT HAS ENDED: MODIFIED PROCEDURE**

- 7.1 If you wish to raise a grievance after your employment has ended, you should submit it in writing as normal under the standard procedure previously stated.
- 7.2 If you raise a grievance after employment has ended, or if you raise a grievance before employment ends and the standard procedure has not been completed at the termination of employment, we will either:
- (a) follow the standard procedure set out previously; or
  - (b) write to ask you whether you would prefer to follow the modified procedure set out below (if you have not already stated your preference in writing). If you do not respond within one week we will follow the standard grievance procedure.
- 7.3 The following modified procedure will apply if agreed in writing:
- (a) we will carry out any investigations that we consider appropriate;
  - (b) we will not hold any meetings with you;
  - (c) we will notify you of our decision in writing, normally within two weeks of agreeing to use the modified procedure; and
  - (d) there will be no right of appeal.

## **8. BULLYING AND HARASSMENT**

If you have been the victim of bullying or harassment, or wish to report an incident of bullying or harassment, see the separate bullying and anti-harassment policy.

## **9. GRIEVANCES ABOUT DISCIPLINARY ACTION**

- 9.1 This grievance procedure should not generally be used to complain about disciplinary action that we have taken against you. If you are dissatisfied with any disciplinary action, you should submit an appeal under the Disciplinary Procedure.
- 9.2 However, if you believe that disciplinary action has been or is being taken against you for a reason which does not relate to your conduct or capability, or for a reason which is discriminatory on grounds related to sex, sexual orientation, race, religion age or disability, you should submit a grievance in writing to your Manager and it will be dealt with as follows:
- (a) If we receive your grievance before the disciplinary appeal hearing takes place, we may deal with your grievance at the appeal meeting.
  - (b) In any other case, we will follow this grievance procedure.

# ANTI-HARASSMENT & BULLYING POLICY

## PURPOSE OF POLICY

The purpose of this policy is to ensure that all Robinson Services workers are treated with dignity and respect and free from harassment or other forms of bullying at work. This policy is for guidance only and does not form part of your contract of employment. Breach of this policy will be dealt with Robinson Services Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

## 1. LEGISLATIVE FRAMEWORK

- 1.1 Under the **Health and Safety at Work (NI) Order 1978** Robinson Services has a duty to provide its workers with a safe place and system of work. This includes a workplace free from harassment and bullying which may, in certain circumstances, also amount to unlawful discrimination.
- 1.2 Robinson Services is also responsible for ensuring that workers are not harassed, bullied or discriminated against on the grounds of their sex, sexual orientation, marital status, gender reassignment, race, religion, colour, nationality, ethnic or national origin, disability, HIV positive/AIDS status or age.
- 1.3 In some situations Robinson Services may, in addition to a worker, also be responsible for the actions of that worker towards their colleagues and towards third parties.
- 1.4 This policy confirms Robinson Services commitment to identifying and eliminating all forms of harassment, intimidation and bullying.

## 2. PERSONNEL RESPONSIBLE FOR IMPLEMENTATION OF POLICY

- 2.1 Robinson Services Board has overall responsibility for this policy but has delegated day-to-day responsibility for overseeing and implementing action required under it to the HR Advisor. Responsibility for monitoring and reviewing the operation of the policy and any recommendations for change to the policy lies with the HR Advisor.
- 2.2 Managers have a specific responsibility to operate within the boundaries of this policy and to facilitate its operation by ensuring that workers understand the standards of behaviour expected of them and by identifying and acting upon behaviour that falls below these standards. Managers will be given training on the relevant legal and operational framework and best practice.
- 2.3 All workers are responsible for treating their colleagues with dignity and respect. For the success of this policy everyone should ensure that they take the time to read and understand it. Every worker within Robinson Services should consider whether their words or conduct could be offensive to others. Harassment and bullying behaviour may not always be intentional but it is never acceptable.
- 2.4 Workers should disclose any instances of harassment or bullying of which they become aware to the HR Advisor.
- 2.5 Questions about this policy should be directed to the HR Advisor.

### **3. WHO IS COVERED BY THE POLICY**

This policy covers every individual working for Robinson Services irrespective of their status, level or grade. It therefore includes Senior Managers, Officers, Directors, Employees, Consultants, Contractors, Trainees, Homeworkers, Part-time or Fixed-term Employees, Casual and Agency Staff.

### **4. WHAT ARE HARASSMENT AND BULLYING?**

4.1 Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of affecting a worker's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment. Physical conduct ranges from touching, pinching, pushing or brushing past someone to grabbing, shoving, punching and other forms of physical assault. In addition to the manner in which workers speak to and about one another, written material and pictures (including that disseminated by interactive and digital technologies) can be used to harass. This includes emails, text messages, film clips and photographs taken using cameras in mobile phones as well as content uploaded onto websites.

4.2 Harassment commonly, but not exclusively, targets the sex, sexual orientation, marital status, gender reassignment, race, religion, colour, nationality, ethnic or national origin, disability, HIV positive/AIDS status or age of the victim.

4.3 A single incident of unwanted or offensive behaviour to one individual can amount to harassment.

4.4 Non exhaustive examples of harassment include:

- (a) unnecessary or unwanted physical contact, which the offender might perceive to be "horseplay", and which can include the invasion of personal space, touching or brushing against another worker's body as well as assault or coercing sexual relations;
- (b) unwelcome sexual behaviour, which might be perceived by the offender to be harmless flirting, and which may involve suggestions, advances, propositions or pressure for sexual activity;
- (c) suggestions that sexual favours may further an employee's career or that refusal of sexual favours may hinder it;
- (d) continued suggestions for social activity within or outside the workplace after it has been made clear that such suggestions are unwelcome;
- (e) inappropriate behaviour whether in the form of offensive or intimidating comments or gestures or insensitive jokes or pranks;
- (f) the display or circulation of offensive pictures, objects or written materials which, for example, may be considered pornographic or offensive to particular ethnic or religious groups;
- (g) unwanted conduct or conduct that has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment on the grounds of their sex, race, sexual orientation, disability, religion or age including abuse or insults about cultures, customs, appearance or dress;
- (h) ignoring or shunning a worker, for example, by deliberately excluding them from a conversation or a workplace social activity.

4.5 Bullying is offensive, intimidating, malicious or insulting behaviour which, through the abuse or misuse of power, makes the recipient feel vulnerable, upset, humiliated and threatened. Power includes both personal strength and the power to coerce others through fear or intimidation. Bullying is often a form of harassment and can undermine an individual's self-confidence,

competence and self-esteem. As with harassment, bullying can take the form of physical, verbal and non-verbal conduct. Physical conduct includes perceived horseplay, touching, pinching, pushing as well as grabbing, shoving, punching and other forms of physical assault. In addition to the manner in which workers speak to and about one another, written material and pictures (including that disseminated by interactive and digital technologies) can be used to bully. These include emails, text messages, film clips and photographs taken using cameras in mobile phones as well as content uploaded onto websites.

4.6 Bullying does not include legitimate and constructive criticism of a worker's performance or behaviour or reasonable requests made of workers.

4.7 Non exhaustive examples of bullying include:

- (a) shouting at, being sarcastic towards, ridiculing or demeaning others;
- (b) making physical or psychological threats;
- (c) overbearing supervision and making inappropriate and/or derogatory remarks about a worker's performance;
- (d) abuse of authority or power by those in positions of seniority;
- (e) unjustifiably excluding colleagues from meetings/communications.

4.8 This policy covers harassment or bullying which occurs both in the workplace itself and in settings outside the workplace, such as business trips, events or social functions organised for or on behalf of Robinson Services and on or off its premises.

4.9 Workers who believe they are being subjected to harassment or that they are being bullied should not hesitate to use the procedures set out below.

## **5. WHAT TO DO IF YOU ARE BEING BULLIED OR HARASSED: INFORMAL PROCEDURE**

5.1 If you consider that you are being bullied or harassed and you feel able to, you should initially attempt to resolve the problem informally, explaining clearly to the person responsible that their behaviour is not welcome and that it offends you or makes you uncomfortable. If this is too difficult or embarrassing for you to do on your own, you should seek support from your Line Manager or the Human Resources Department. Managers or the Human Resources Department will provide confidential advice and assistance to workers who believe they have been bullied or harassed and will offer to assist in the resolution of any problems, whether through informal or formal means.

5.2 If you are in any doubt as to whether an incident or series of incidents which have occurred constitute bullying or harassment, then in the first instance you should approach your Line Manager confidentially, on an informal basis. They will be able to advise you how your concerns should be dealt with.

5.3 If it is not appropriate or possible to resolve matters informally or, if after informal steps have been taken, the conduct continues, you should follow the formal procedure set out below.

## **6. WHAT TO DO IF YOU ARE BEING BULLIED OR HARASSED: FORMAL PROCEDURE**

- 6.1 The informal procedure may not be appropriate due to the nature of the harassment or bullying or because you do not feel able to talk directly to the person creating the problem. In these cases or where the informal procedure has been unsuccessful, you should raise your complaint in writing with the HR Advisor, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. (See paragraph 6.3 for details of the information required to be included in your written complaint.)
- 6.2 As a general principle, the decision to progress a complaint rests with you. However, Robinson Services has a duty to protect all its workers and may be obliged to pursue a complaint independently if, in all the circumstances, it is considered appropriate to do so.
- 6.3 If you wish to make a formal complaint, you should write to Robinson Services setting out full details of the unwanted conduct. These details should include the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) when the harassment or bullying occurred, the names of any witnesses and any action taken so far to attempt to stop the harassment or bullying.

## **7. FORMAL PROCEDURE: INVESTIGATION**

- 7.1 Complaints will be managed in a timely and confidential manner via an independent investigation to establish full details of what happened. Your name and the name of the alleged harasser or bully will not be divulged other than on a "need to know" basis to those individuals involved in the investigation. At the outset, an Investigative Officer(s) with suitable experience and with no prior involvement in the complaint will be appointed and a timetable will be set down and communicated to all parties. The investigation will be thorough, impartial and objective, and will be carried out with sensitivity and with due respect for the rights of all parties concerned.
- 7.2 Consideration will be given to whether the alleged harasser or bully should be redeployed temporarily, or suspended on full pay or whether reporting lines or other Managerial arrangements should be altered pending the outcome of the investigation.
- 7.3 As part of the investigation, the Investigative Officer will meet with you to hear your account of the events leading to your complaint. You have the right to be accompanied by a colleague or a trade union official of your choice. The Investigative Officer will also meet with the alleged harasser or bully who may also be accompanied by a colleague or trade union official of their choice. It may also be necessary to interview witnesses to any of the incidents mentioned in your complaint. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them.
- 7.4 At the conclusion of the investigation, the Investigative Officer will submit a report to an appropriate Senior Manager nominated to consider the complaint. The appropriate Senior Manager will usually report their finding back to you within 2 weeks of your complaint first being reported. A copy of the Investigative Officer's report together with the Senior Manager's findings will be provided to you and to the alleged harasser.
- 7.5 If the Senior Manager finds that harassment or bullying has occurred, prompt action will be taken to stop the harassment or bullying immediately and prevent its recurrence. The findings will be dealt

with under our Disciplinary Procedure. Consideration will be given to whether the harasser or bully should be dismissed and, if not, whether they should remain in their current post or be transferred. Even where a complaint is not upheld, (for example, where evidence is inconclusive), consideration will be given to how the ongoing working relationship between you and the alleged harasser or bully should be managed. This may involve, for example, arranging some form of mediation or counselling or a change in the duties or reporting lines of either party.

## **8. FORMAL PROCEDURE: APPEAL**

If you are not satisfied with the outcome of the investigation, you have the right to appeal the decision within 14 days of being notified of the outcome. You should submit your full written grounds of appeal to the HR Advisor . The HR Advisor may nominate another Manager to hear your appeal. Where practicable this will be a Manager senior to the Manager who originally considered the complaint (see paragraph 7.4 and paragraph 7.5). The person hearing your appeal will meet with you to discuss your appeal. You may be accompanied by a colleague or a trade union official of your choice. You will be notified of the outcome of the appeal within 7 days of this meeting. This is the final stage of the formal procedure.

## **9. PROTECTION FOR THOSE MAKING COMPLAINTS OR ASSISTING WITH AN INVESTIGATION**

- 9.1 Workers who make complaints or who participate in any investigation conducted under this policy in good faith will be protected from any form of intimidation or victimisation as a result of their involvement.
- 9.2 Any worker who considers that they have been subjected to any such intimidation or victimisation should seek support from their Line Manager or the Human Resources Department. They may alternatively or additionally raise a complaint in writing under this procedure or Robinson Services grievance procedure.
- 9.3 Any worker who is, after investigation, found to have provided false information or to have acted in bad faith will be subject to action under Robinson Services Disciplinary Procedure.

## **10. CONFIDENTIALITY**

- 10.1 Confidentiality is an important part of the procedures provided under this policy. Every worker involved in the operation of the policy, whether making a complaint or involved in any investigation, is responsible for observing the high level of confidentiality that is required.
- 10.2 Breach of confidentiality may give rise to disciplinary action under Robinson Services Disciplinary Procedure.

## **11. MONITORING AND REVIEW OF POLICY**

- 11.1 This policy reflects the law and Robinson Services practice as at July 2007. The HR Advisor in conjunction with Directors will be responsible for reviewing this policy from a legislative and operational perspective at least annually.
- 11.2 The HR Advisor has responsibility for ensuring that any personnel who may be involved with investigations or administrative tasks carried out under this policy receive regular and appropriate training to assist them with these duties.
- 11.3 Workers are invited to comment on this policy and suggest ways in which it might be improved by contacting the HR Advisor.

# RETIREMENT POLICY

## **1. PURPOSE OF POLICY**

- 1.1 The aim of this policy is to set out the procedure adopted by Robinson Services for compulsory retirement of employees. It does not affect voluntary retirement. The provisions set out in the policy reflect the requirements of the Employment Equality (Age) Regulations (Northern Ireland) 2006 (Age Regulations).

## **2. NORMAL RETIREMENT AGE**

- 2.1 The normal retirement age for all employees is 65 unless a different retirement age is specified in an individual's contract of employment.
- 2.2 Compulsory retirement of an employee under this policy cannot take place before they have reached their normal retirement age but can take place at any point after the normal retirement age has been reached. This does not affect an employee's ability to take voluntary early retirement.

## **3. WHO IS COVERED BY THE POLICY**

This policy covers retirement on or after 1 October 2006 for Employees only. It does not apply to Freelance Workers, Consultants or Directors or other Officers.

## **4. NOTIFICATION OF INTENDED RETIREMENT DATE**

- 4.1 This paragraph applies where the date on which we intend you to retire on reaching your 65<sup>th</sup> birthday is on or after 1 April 2007. Between 6 and 12 months before your Intended Retirement Date we will give you written notice that your employment will terminate by reason of retirement on the Intended Retirement Date. Such notice will not be less than any notice to which you are entitled under your contract unless your contract provides for more than 12 months' notice. If that is the case, you will be given two notices that your employment will terminate on the Intended Retirement Date: first, you will be given notice in accordance with your contract and subsequently you will be given notice between 6 and 12 months before your Intended Retirement Date. This is necessary to comply with the Age Regulations. At the same time as we give you notice, we will give you written notice of your right to make a request to carry on working beyond your Intended Retirement Date (Right to Request). If your contract provides for more than 12 months' notice, you will be informed of your Right to Request in the second notice that you will receive between 6 and 12 months before your Intended Retirement Date.

## **5. REQUEST TO WORK BEYOND INTENDED RETIREMENT DATE**

- 5.1 You are entitled to make a request to carry on working beyond your Intended Retirement Date. Your request must be in writing and sent to Human Resources specifying whether you would like to continue working indefinitely, for a specific period or until a specific date.
- 5.2 Where your Intended Retirement Date is on or after 1 April 2007, you must make this request between 3 and 6 months before the Intended Retirement Date.
- 5.3 Employees should note that only one request may be made with respect to any one Intended Retirement Date.

## **6. MEETING TO DEAL WITH THE REQUEST**

- 6.1 Upon receipt of a request to work beyond the Intended Retirement Date, we will arrange a meeting with you to discuss the request. We will aim to hold the meeting within 14 days after receiving the request although this may not be practicable in every case. If you cannot attend the meeting on the specified date, you should contact Human Resources and we will endeavour to rearrange the meeting.
- 6.2 If a meeting cannot be arranged at all within a reasonable time, we may ask you to make representations in writing to enable us to consider your request without a meeting.
- 6.3 A meeting will not be necessary where we write to inform you that we agree to your request in full.
- 6.4 You may request to be accompanied at the meeting by a colleague, and such requests will be accommodated unless unreasonable. Your companion will be entitled to address the meeting and confer with you but may not answer questions on your behalf.
- 6.5 If your chosen companion is unable to attend the meeting on the date specified by Robinson Services, you should contact Human Resources and we will endeavour to rearrange the meeting. If the meeting cannot be rearranged at a time convenient to all parties within 7 days of the original date, we may suggest that you bring a different companion or come alone.

## **7. DECISION**

- 7.1 We will write to you, normally within 14 days of the meeting, to notify you of our decision. If we agree to your request, either in full or with modifications, we will set out the arrangements in writing, including whether your employment will continue indefinitely or for a specific period only, in which case the new retirement date will be confirmed. Any agreed changes to your contract of employment will also be set out as appropriate. If the request is refused, we will confirm the date on which your employment will terminate.
- 7.2 We will also include written confirmation of your right of appeal.
- 7.3 We are not obliged to give reasons for refusing a request but may do so at our discretion.

## **8. APPEAL**

- 8.1 If we refuse your request or we agree to a shorter period of continued employment than you had requested, you are entitled to appeal against the decision. The appeal must be made in writing, setting out the grounds of appeal, and should be sent to Human Resources as soon as reasonably practicable, normally within 7 days of receipt by you of notification of the decision.

- 8.2 Upon receipt of your appeal, we will arrange an appeal meeting with you. We will aim to hold the meeting within 14 days after receiving the appeal although this may not be practicable in every case. If you cannot attend the meeting on the specified date, you should contact Human Resources and we will endeavour to rearrange the meeting.
- 8.3 If a meeting cannot be arranged at all within a reasonable time, we may ask you to make representations in writing to enable us to consider your appeal without a meeting.
- 8.4 A meeting will not be necessary where we write to inform you that we agree to your appeal in full.
- 8.5 You may request to be accompanied at the meeting by a colleague and such requests will be accommodated unless unreasonable. Your companion will be entitled to address the meeting and confer with you but may not answer questions on your behalf.
- 8.6 If your chosen companion is unable to attend the meeting on the date specified by Robinson Services, you should contact Human Resources and we will endeavour to rearrange the meeting. If the meeting cannot be rearranged at a time convenient to all parties within 7 days of the original date, we may suggest that you bring a different companion or come alone.

## **9. FINAL DECISION**

- 9.1 We will write to you, normally within 14 days of the meeting, to notify you of our decision. If we agree to your appeal, either in full or with modifications, we will set out the new arrangements in writing, including whether your employment will continue indefinitely or for a specific period only, in which case the new retirement date will be confirmed. Any agreed changes to your contract of employment will also be set out as appropriate. If your appeal is refused, we will confirm the date on which your employment will terminate.
- 9.2 We are not obliged to give reasons for refusing an appeal [but may do so at our discretion].

## **10. RETIREMENT AFTER REQUEST HAS BEEN GRANTED**

- 10.1 If we grant your request to work beyond the Intended Retirement Date, the procedure set out above must be followed again before compulsory retirement can take place (subject to paragraph 10.2). This applies whether a future retirement date has been set or employment has been extended indefinitely.
- 10.2 However, if your employment has been extended for a fixed period of 6 months or less beyond the Intended Retirement Date, there is no need to follow the procedure again.

## **11. BREACHES OF THE POLICY**

If you believe that we have not complied with this policy in any way, you should raise the matter informally at first with the person concerned. If this does not resolve the issue it can be raised through the grievance procedure.

## **12. MONITORING AND REVISION OF POLICY**

This policy is reviewed periodically in consultation with the Employee Consultative Body. This policy was last updated on April 2007.

# HEALTH AND SAFETY POLICY

## **AIM OF THE POLICY**

The aim of this policy is to communicate the commitment of the Board of Directors/Senior Management Team to the promotion of health, safety and welfare, within Robinson Services. Robinson Services aims to provide and maintain safe and healthy working conditions, equipment and systems of work for all employees, and to provide such information, training and supervision as they need for this purpose. We also accept our responsibility for the health and safety of others who may be affected by our activities.

The policy will be reviewed annually or if changes occur within the business or legislation, whichever occurs sooner.

The Company intends to comply with all legal statutory requirements and Codes of Practice.

## **ORGANISATION AND RESPONSIBILITIES**

### OVERALL RESPONSIBILITY

Managing Director – Mr David J Robinson

### IMPLEMENTING THE POLICY

The Company has a designated Health and Safety Officer.

### **HEALTH AND SAFETY OFFICER**

Will be responsible for:

- Reviewing the policy.
- Creating awareness of Health and Safety throughout the divisions of the business.
- Communicate responsibility for controls to all key persons.
- Ensure all employees are competent in knowledge; skills; and experience to be able to work in a safe manner – through training in co-operation with the Training Officer.
- Chair the Health and Safety/Training Committee – to encourage employees from all divisions of the business in contributing to Health and Safety matters.
- Measuring the Company performance with regards to Health and Safety using audits and accident monitoring.

### **ASSISTING WITH THE IMPLEMENTATION OF THIS POLICY**

The following are responsible for assisting the Health and Safety Officer, with implementing the policy:

- Directors
- Operation Managers
- Area Supervisors
- Hygiene Managers
- Waveney Robinson Plant Manager

### **SUPERVISION**

The following are responsible for safety in their particular areas of the business:

- Directors
- Operation Managers
- Area Supervisors
- Robinson Managers
- Site Managers/Site Supervisors

### **HEALTH AND SAFETY/TRAINING COMMITTEE**

The Health and Safety/Training Committee, represents all divisions of the Company and will meet periodically to discuss topical Health and Safety/Training Issues; provides feedback from all divisions relating to training evaluation and needs analysis.

## **GENERAL ARRANGEMENTS**

### **EMPLOYEES**

All employees must operate in a manner to achieve and maintain a safe working environment and to take reasonable care of themselves and others. This is particularly important while working on client's premises and in public areas.

All employees discovering a health and safety problem, which they cannot correct, must inform their immediate Supervisor.

All employees are asked to make themselves aware of the localised emergency procedures in place of the respective client's property.

Health and safety posters and warning notices must be adhered to.

First aid boxes are located in all sites owned by Robinson Services.

Where Robinson Services provides a service on a client's site, the first aid boxes of the customer may be used.

PPE – employees are responsible for wearing Protective Personal Equipment (PPE) as provided by the Company or the client representative where necessary.

### **TRAINING**

#### **Health and Safety Law (NI)**

It is a legal requirement to supply all staff with health and safety law information. This information is detailed on the Robinson Health and Safety poster issued to all daily contract cleaning sites. Employee's attention is drawn to this during their training. Where it isn't possible to put a poster in place a leaflet containing the health and safety law information is provided to employees. Translations are available to employees who use English as a second language.

Employees will receive training and instruction to enable them to understand and adhere to Company policy and procedure.

Training will be provided periodically by the Training Officer and employees will be given dates and times in advance of training where possible. All knowledge imparted through the training must be put into practice by employees. Any disregard for procedures will be managed in accordance with the Disciplinary Procedures.

Employees will not be required to undertake any hazardous duties prior to receiving appropriate training.

Training will be conducted in house; or by an external qualified training provider.

The Health and Safety/Training Committee will assist with any new initiatives relating to Health and Safety/training matters.

## **FIRST AID BOXES**

First aid boxes are specifically located in the following areas:

Sarah Jane Robinson House – kitchen area

Unit 4 Rathenraw Industrial Estate – Dust mat department

Ground floor Waveney Robinson Laundry

Company vehicles that regularly carry more than the driver will carry a first aid box. The first aid boxes will be replenished by the Health and Safety Officer.

First aid facilities are available on all clients' premises and will be used by our employees when necessary. Employees are advised to familiarise themselves with these facilities and out of hours arrangements.

## **ACCIDENT REPORTING**

Accident books are held at Head Office and by the following people for keeping record of employee incidents:

- Directors
- Operation Managers
- Department Managers
- Plant Manager

The Health and Safety Officer will review these accident books periodically.

All accidents and dangerous occurrences must be reported by all employees to their immediate Supervisor/Manager and where applicable the client's representative where the incident occurred.

It is the responsibility of the Directors or the Health and Safety Officer to report any incidents, diseases and dangerous occurrences under the "RIDDOR" to the enforcing authority.

Investigations into any accident or near miss incident will be carried out and documented by the Directors, Operation Managers, Plant Manager or the Health and Safety Officer.

## **HEALTH AND SAFETY AUDIT PROCEDURES**

Health and Safety Audits are carried out in all daily contract cleaning sites annually. Shopping Centre and large site audits are carried out every 6 months. These are carried out by the Health and Safety Officer and Supervisors/Managers.

The audit covers:-

- Health and Safety documentation
- COSHH procedures
- House keeping standards
- Spill management
- Machinery safety
- PPE
- Safe working procedures

Non conformance of statutory or Company procedures will be corrected and followed up by the Health and Safety Officer and Supervisors/Managers.

All Company Health and Safety procedures will be audited on an annual basis by the Health and Safety Officer.

Health and Safety audits will be carried out quarterly and inspections carried out monthly at Waveney Robinson Laundry by the Plant Manager and Health and Safety Officer.

## **EMERGENCY PROCEDURES**

All new employees will be made aware at induction of the following:

- How to raise the alarm
- How to call the emergency services
- Where to go to reach safety

The names of first aiders within the Company or the clients premises

Essential actions such as emergency plant shut down

COSHH Risk Assessments will be provided advising on immediate remedial measures if injury occurs due to a chemical and what to do in the case of a chemical spill.

## **RISK ASSESSMENTS & METHOD STATEMENTS**

Risk assessments and method statements will be conducted by the Health and Safety Officer and reviewed periodically.

All activities will be assessed. Hazards and control measures will be documented and staff made aware of the hazards through the production of safe methods of work. Each site/area Supervisor will have the appropriate method statements available for staff along with the necessary training and instruction. Control measures will be put in place and reviewed to ensure risks are reduced and maintained at a minimum acceptable level.

## **FIRE SAFETY**

On our clients' premises there should be a Fire Risk Assessment completed in line with current legislation. Where this is the case it is mandatory for the client's Fire Officer to explain all fire rules, emergency escape routes, fire fighting procedures etc. to employees of Robinson Services who work on their premises.

It is the responsibility of the Directors/Operations Manager to arrange this.

The Health and Safety Officer will carry out a Fire Risk Assessment and implement emergency plans for Sarah Jane Robinson House and assist the Plant Manager at Waveney Robinson Laundry in compliance with current fire regulations.

## **ELECTRICAL SAFETY**

All portable electrical equipment will be tested for safety. This is carried out on an annual basis throughout the divisions.

All employees are trained to carry out visual checks on electrical equipment before use and report any defects. Directors, Operations Managers and Area Supervisors will routinely check all equipment for signs of damage, wear and tear or loose connections on a monthly basis.

Any defects found will be reported and serviced by a qualified electrician.

## **STATIC ELECTRICAL EQUIPMENT**

Static electrical equipment and machinery will be regularly maintained and appropriate Certificates of Safety and Statutory Conformity will be documented. Employees will be trained how to spot/report defects and report them to their direct Supervisor.

## **MACHINERY**

Competency forms will be issued to acknowledge employee's competency after machine training. Breakdown and helpful hints information is included on Robinson Services posters and will be displayed in all sites.

The Company will liaise with the manufactures and suppliers of equipment to ensure current product knowledge. Health and Safety working practices will be constantly reviewed and training will be arranged to meet the needs of the operatives.

## **DRIVING COMPANY VEHICLES**

Company vehicle users will maintain vehicles in a safe and roadworthy condition. It is the responsibility of the following people to conduct vehicle inspections on a monthly basis:

- Directors.
- Operations Managers.
- Department Managers.
- Company vehicle users must comply with the conditions of use as detailed in the Company Vehicle Policy.
- Defects must be reported to the Supervising Manager who will arrange appropriate servicing.

All drivers are required to comply with the Company Vehicle Policy – revised May 05.

## **ALCOHOL AND ILLEGAL DRUGS**

Drivers are not permitted to drive any vehicle whilst under the influence of alcohol and illegal drugs. The Road Traffic Act 1988 states that any person who, when driving or attempting to drive a motor vehicle on a road or other public place, is unfit through drink or drugs shall be guilty of an offence. An offence is also committed if a person unfit through drink or drugs is in charge of a motor vehicle in the same circumstances.

## **LADDERS AND ACCESS**

Within all divisions, any employee using ladders will complete and sign the pre-use safety check provided by the Health and Safety Officer.

Any ladders and step ladders supplied by clients in any division must be checked by the operatives prior to use and check lists completed. Any defects must be reported to the Supervisor and the Client without delay.

Any defective equipment will be repaired or replaced to ensure it is safe for use.

Access equipment owned by clients may be used with express permission of the client, only after appropriate training has been delivered and certificates checked where necessary.

Working at Heights Regulations 2005 compliance will be monitored by the Health and Safety Officer and Managers.

## **MANUAL HANDLING**

Training will be provided in lifting techniques, to all employees that are at risk of injury through manual handling.

The use of appropriate systems of work will be encouraged.

Risk assessments will be carried out for manual handling tasks and control measures introduced to reduce the risk of injury to employees and others. All employees will have access to the Robinson Services leaflet on manual handling.

## **CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH**

In compliance with the COSHH (NI) Regulations, risk assessments will be carried out for all hazardous substances used and appropriate control measures put in place. Training will also be provided by Area Supervisors at Induction for new operatives.

Site specific chemical data sheets and risk assessments will be available at all sites including Waveney Robinson Laundry. All documents will be kept on file by the Health and Safety Officer.

## **GOOD HOUSEKEEPING**

Good housekeeping will be enforced by all Supervisors and Managers.

All employees have a responsibility to keep workplaces clean and tidy. Gangways and walkways should be kept clear at all times.

This includes all divisions of the business.

## **WASTE CONTROL**

The Company will comply with the duty of care regulations governed by The Controlled Waste (Duty of Care) Regulations (Northern Ireland) 2002.

This covers waste collected, carried and disposed of by Robinson Hygiene.

All other on site waste will be disposed of in accordance with client's procedures and manufacturers recommendations.

(Please see Waste/Recycling Policy)

## **PERSONAL PROTECTIVE EQUIPMENT**

After risk assessment any personal protective equipment needed will be issued to employees by the Supervising Manager. The Health and Safety Officer will monitor the correct use of PPE at audit and during the review of risk assessments.

## **DISPLAY SCREEN USERS**

In order to comply with the Health and Safety (Display Screen Equipment) Regulations (NI) 1992, it is necessary to identify those employees who are "Users" of Display Screen Equipment. A risk assessment will be conducted periodically and the findings reviewed to ensure action can be taken in a timely manner to provide a safe and comfortable environment for staff.

## **NEW/EXPECTANT MOTHERS**

Risk assessments will be carried out when the Company is made aware of any new or expectant mothers. Tasks will be reviewed and altered to ensure risk of injury to the mother and unborn child is minimised. Rest periods will be increased and suitable facilities made available for breast feeding if necessary.

## **YOUNG WORKERS**

Risk assessments will be carried out before a young person under 18 years starts work. Tasks which are prohibited will be clearly identified and suitable training and supervision provided.

## **MIGRANT WORKERS**

Risk assessments will be carried out for any worker who uses English as a second language. Translations and pictorial training materials will be available for such workers to ensure their understanding of Company and Client Health and Safety procedures.

## **CONTAMINATED SHARPS**

Staff will be instructed on the procedures if they find, or are jabbed by a contaminated sharp. Clients will be informed immediately to allow them to follow their own procedures for disposal.

## **SUB-CONTRACTORS**

Prior to engaging sub-contractors to work for the Company, the following criteria must be met:

- Appropriate level of insurance.
- Reference checks conducted- verbally/telephone.
- Agreement with Robinson Services "Instructions of Work, for Sub-Contractors" procedures.
- Compliance with customer satisfaction procedures.
- Compliance with PUWER Regulations.

## **ADVICE AND CONSULTATION**

When appropriate the Company will seek advice on Health and Safety matters from:

- Health and Safety Executive for Northern Ireland- 83 Ladas Drive, Belfast, BT6 9FR.
- The Environmental Health Office - Antrim Borough Council, 50 Stiles Way, Antrim, BT41 2UB.
- Sypol Ltd. – Elmwood House, 44-46 Elmwood Avenue, Belfast, BT9 6AZ
- Members of the Northern Ireland Safety Group

# QUALITY STATEMENT

Robinson Services commits to:

- **Continual improvement** of all our business processes, products, services and operations.
- **Enhancing our relationships** with Customers, Suppliers, Employees and other Stakeholders.
- **Meeting Customer expectations** in terms of performance, capability, reliability and quality.
- **Satisfying all relevant product and safety standards** and conforming to the requirements of all applicable regulatory authorities.
- Provide and maintain **safe and healthy working conditions**, equipment and systems of work for all employees, and to provide such information, training and supervision as is required for this purpose.

The success of this policy depends on the organisation's ability to plan, implement and fulfill its objectives. These objectives are determined by Management from various sources of information, both external and internal.

Processes are identified and implemented from these objectives and the process outcomes are measured against these objectives. Actions are taken to correct any shortfalls.

This policy along with the Quality Management System is reviewed for continuing suitability at regular intervals. Any changes to the policy, Quality Management System or objectives are communicated to all personnel.

The Quality Management System of Robinson Services is based upon the requirements of **BS EN ISO 9001:2000**.

## **EQUAL OPPORTUNITY POLICY**

The Company is committed to the principle of equal opportunity in employment.

Our employment policies for recruitment, selection, training, development and promotion are designed to ensure that no job applicant or employee receives less favourable treatment on the grounds of race, colour, nationality, ethnic or national origin, religion, political belief, sex or marital status, physical or mental handicap.

The Company will ensure that individuals are selected, promoted and treated on the basis of their relevant aptitudes, skills and abilities.

The Company's Management at all levels has the primary responsibility for the successful application of the policy:-

- by not discriminating in the course of employment against fellow employees or job applicants.
- by not inducing or attempting to induce others to practice unlawful discrimination.
- by bringing to the attention of employees that they will be subject to disciplinary action for failure to adhere to the policy.

Employees have the responsibility to ensure they assist the Company in implementation of this policy by:-

- not discriminating in the course of their employment against fellow employees, customers, suppliers or members of the public with whom contact is made
- not inducing or attempting to induce others to practice unlawful discrimination.
- reporting any discriminating action to the Company's Management.

To make the policy work requires much more than this formal system. The policy will help to create the necessary conditions for success but it is for each employee to make his or her own contribution.

The consistent application and effectiveness of the policy will be regularly monitored and reviewed and overall responsibility for its implementation rests with the Senior Partner or nominee.

If an employee considers that he or she is a victim of an unfair discrimination he or she may raise the issue through the grievance procedure in the manual.

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