



# **EMPLOYEE HANDBOOK**

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## **EMPLOYEE HANDBOOK**

## **1.0 Introduction**

We aim to ensure our customers are fully satisfied with the products and services we provide at all times. In order to achieve this aim we rely on the commitment and effectiveness of our employees. It is therefore vital that you enjoy your work and that we work together as a team to achieve our goals.

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

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

Signed .....

Position .....

## **2.0. Equal opportunity policy**

Since 1948 Barlows has been a trusted name in the electrical industry and today Barlows (UK) Limited is an established leader in the provision of a broad spectrum of electrical and other services, including installation and maintenance work; design of electrical installations, building maintenance; plumbing, heating and gas works, fire alarms and emergency lighting, general repairs and domestic appliance repairs, aerials and telephone systems.

As an equal-opportunities employer we are committed to the principle of equal opportunities in employment, regardless of sex, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion, disability, ethnic group, medical background, nationality, age, political opinions, or any other reason. Our only criteria for employment is competence or the potential to become competent through training, qualification, experience or other means.

1. We recognise our obligations under the Equality Act 2010. and the spirit and intent of the Codes of Practice associated with the Acts: for the elimination of discrimination on the grounds of sex or marital status and the promotion of equal opportunity in employment
  - for the elimination of racial discrimination and the promotion of equal opportunity in employment
  - for the elimination of discrimination on the grounds of disability
  - for the elimination of discrimination on the grounds of age.

Barlows (UK) Limited is committed to the fair treatment of all individuals with regard to recruitment, training, personal development and promotion on the basis of merit and ability against job related criteria.

It is the responsibility of all employees to abide by the principles of equal opportunity.

The Managing Director has ensured that this Equal Opportunities Policy has been implemented throughout the company and is maintained.

Everyone has a duty to report any such behaviour to a member of management. The Company has a separate Harassment and Bullying policy in this handbook.

## **2.1 Recruitment and Selection**

We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions do not discriminate, whether consciously or unconsciously, in making these decisions.

Our objective is to recruit staff best able and qualified to perform the required or anticipated tasks. We will recruit using a variety of methods, for example, advertisements in social media.

The wording of any advertisements will not place unfair restrictions or requirements on a particular group or request specific qualifications that are not necessary for the effective performance of the job. Advertisements will include wording demonstrating the Company's commitment to equality of opportunity and encouraging applications from under represented groups for jobs within the Company (we are an equal-opportunities employer and welcome applications from all members of the community. All applications will be considered on the basis of objective criteria, such as qualifications, experience and ability to do the job).

The selection processes will measure the suitability of the applicant in terms of the requirements of the position.

All positions within the Company require the applicant to undergo a DBS check.

## **2.2 Training and promotion**

We are committed to maintaining high standards of training and personal development, strictly in the context of this policy on equal opportunities. Training will not be refused on an unlawful or non-objective basis. Equal Opportunity training will be provided to all new employees as part of the induction process and written instructions will be given to managers from time to time on equality in recruitment, selection, training, promotion, discipline and dismissal.

Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

## **2.3 Discipline and grievance**

We aim to ensure there is no discrimination in our dismissal or redundancy processes and will examine current procedures and criteria to ensure that neither direct nor indirect discrimination is taking place. The Company will regularly monitor the decisions being made.

### **Discipline**

In order for the Company to maintain high standards of operation, customer service and health and safety, we have adopted a formal procedure for dealing with misconduct by employees.

In cases of misconduct, the Company's discipline procedure will normally apply. This procedure is not legally binding and does not form part of your contract of employment.

## **Discipline procedure**

The Company wishes to ensure high standards from its employees. The discipline procedure enables the Company to take appropriate action against you where your performance or conduct is unsatisfactory. However, the Company abides by a number of principles to ensure that any employee subjected to disciplinary action receives consistent and fair treatment:

### **Principles**

Any complaint made against you will be fully investigated and no disciplinary action will be taken until you have been informed of the nature of the complaint and given the opportunity to make representations at a disciplinary meeting.

You will at all times have the right to be accompanied by a work colleague or trade union representative of your choice at any disciplinary or appeal meeting.

Whilst the Company will make all reasonable efforts to ensure that you are present at any disciplinary hearing, in case of absence exceeding seven days then the Company may hold the hearing in your absence, in which case you may make written representations.

Wherever possible the Company will use its best endeavours to keep all details relating to any disciplinary investigation or procedure confidential.

### **The procedure**

Your Direct Manager will deal with minor problems which may lead to a letter of concern, but if the matter is more serious the following procedure is used:

#### **Stage 1: Verbal warning**

If your conduct or performance has been unsatisfactory, you will normally be given a formal verbal warning. You will be informed of the reason for the warning. A note of the verbal warning will be kept on file but will be considered "spent" for disciplinary purposes after a period of six months unless, otherwise specified.

#### **Stage 2: Written warning**

If a serious disciplinary matter occurs or if there has been a failure to improve following a previous verbal warning, you will be given a formal written warning. The written warning will give details of the complaint, the improvement required from you and the period in which it has to be achieved. It will also warn that a

final written warning may be issued if there is no satisfactory improvement within the required period and will advise of the right to appeal. A note of the warning will be kept on file but will be considered “spent” for disciplinary purposes after 12 months, unless otherwise specified.

### **Stage 3: Final written warning**

If there is insufficient improvement following a written warning or if there is misconduct that is serious enough to warrant only one written warning, a final written warning may be given to you. This will give details of the complaint and will warn that dismissal, or some other action short of dismissal, may result if there is no satisfactory improvement within a particular period. It will also advise of the right to appeal. A note of the warning will be kept on file but will normally be considered “spent” for disciplinary purposes after a period of 12 months, unless otherwise specified.

### **Stage 4: Dismissal**

If you fail to meet the standards required of you, or if there is gross misconduct, dismissal will normally result. A decision to dismiss can only be taken by the Managing Director. As an alternative to dismissal and at the employer’s discretion, the Company may demote you. If the Company is considering dismissal, demotion or any other action short of dismissal, you will be given a written statement prior to the formal disciplinary meeting, setting out the reasons for the proposed course of action. The issues will be fully discussed at the meeting and you will be informed in writing of the outcome.

If you are dismissed, you will be provided with written reasons for dismissal, the date your employment terminated and details of any notice pay to which you are entitled. You will also be informed of your right to appeal.

If you are demoted, you will be entitled to the salary and other terms and conditions of employment appropriate to the position to which you have been demoted. You have a right of appeal against demotion.

**Please note that the Company reserves the right to enter this procedure at any stage, if your misconduct warrants such action.**

### **Gross misconduct**

The following is a non-exhaustive list of examples that are normally regarded as gross misconduct:

- Theft, fraud, deliberate falsification of records.
- Physical violence including fighting and assault on another person.
- Deliberate damage to Company property
- Deliberate damage to property belonging to any employee.

- Serious incapability through alcohol.
- Abuse of drugs.
- Refusal to undergo a medical examination at the Company's request.
- Refusal to comply with the Company search procedure.
- Negligence which causes significant loss, damage or injury.
- A serious act of insubordination.
- Serious failure to follow the health and safety rules of the Company.
- Failure to notify the Company of a serious and immediate danger to health or safety.
- Serious breach of the Company's policies in relation to its computing, telephone or postage facilities and in relation to the use of social media.
- Discrimination, harassment or victimisation related to age, disability, gender reassignment, religion or belief, sex; or sexual orientation.
- Sexual harassment or sexual misconduct.
- Disclosure of confidential information.
- Dishonest use of the Company's property or name.
- Bringing the Company into disrepute.
- Offering a bribe with the intention of getting a third party to act improperly or in order to reward a third party for acting improperly.
- Accepting a bribe from a third party as an inducement or reward for acting improperly.
- Leaving a cross polarity.
- Leaving an unsafe installation.
- Leaving a gas escape.
- Loss of trust.

If gross misconduct is alleged against you, the Company may suspend you on full pay pending investigation of the matter. You will be given a written statement prior to the formal disciplinary meeting, setting out the reasons for the proposed course of action. The issues will be fully discussed at the meeting and you will be informed in writing of the outcome. If, following investigation and after a full disciplinary meeting, the Company is satisfied that there has been gross misconduct, the outcome will normally be summary dismissal without notice or payment in lieu of notice.

## **Appeals**

You have the right to appeal against any warning, demotion, suspension or disciplinary dismissal within five working days.

You will be informed in writing of the date of any appeal and you will be entitled to bring a colleague or a full-time trade union representative with you to the appeal hearing. The person hearing your appeal may decide the matter at the hearing or adjourn the hearing for further investigation or for further consideration. You will

be informed of the outcome of any appeal hearing, in writing, as soon as possible and such decision is final.

## **Capability**

The Company recognises that poor performance cannot always be treated as a disciplinary matter. There may be a range of underlying causes for poor performance, such as lack of skills or resources or unsatisfactory attendance. In dealing with such cases, the Company will normally follow its capability procedure, the aim of which is to improve the performance of the individual concerned. This procedure is not legally binding and does not form part of your contract of employment.

## **Capability procedure**

### **Principles**

The Company accepts that there may be situations where an employee cannot achieve the standards required from them in their job. Every effort will be made to understand the causes for this and find remedies which will enable them to achieve the required standards.

A fair procedure will be followed to ensure they are given feedback on their performance and an opportunity to improve. At each stage of the procedure, the employee may be accompanied by a work colleague or trade union representative.

A supportive and positive approach will be adopted throughout this procedure and, as far as is reasonably practicable, every attempt will be made by the employee's supervisor/manager to provide appropriate, training, knowledge and supervision to achieve the accepted standards of performance.

This procedure applies where either the skills or abilities of an employee are not sufficient to fulfil their job to the required standard.

In cases where it is considered that an employee's performance, conduct or behaviour is unacceptable and falls outside the scope of this procedure it may be appropriate to consider the discipline procedure as an alternative. If this is the case, this will be made clear to the employee concerned.

Depending on the nature, cause and seriousness of the situation this procedure can be commenced at any stage. The timescale allowed for improvement may vary and will be determined taking into account the reason for the incapability, and the impact of this on business operations.

## **Procedure**

### **Stage 1: Informal counselling**

Where there are minor issues, such as small but repeated errors in work, an informal discussion about the causes and what can be done to provide support will often result in an improvement. The discussion should normally bring to the employee's attention the aspects of the job in which the employee is not performing satisfactorily and it is hoped that in the majority of cases this will be sufficient action. Appropriate arrangements will be put in place to train, support and assist the employee and to supervise and monitor the employee's performance.

### **Stage 2: Formal procedure**

Where there are major issues, or there is no improvement following informal discussions, a formal meeting will be held. The employee will be advised in advance of the date, time and reason for the meeting, including any evidence or examples of unsatisfactory performance that will be discussed.

At the meeting to discuss performance, the areas of concern will be clearly stated, with examples, and the employee given the opportunity to express their point of view. If no satisfactory explanation is given by the employee, the following action will be taken:

1. a formal written warning will be issued; and
2. a performance improvement plan will be drawn up and agreed, with a timescale for improvement and a date set for review. The employee's performance will be closely monitored during the review period.

The meeting will be documented and a formal record placed on file.

### **Stage 3: Formal procedure**

At the end of the review period a further formal meeting will be held to confirm either that improvement has been achieved and sustained, or that there is insufficient progress. If progress has been made and the required standard has been achieved, the matter is then closed.

If there is insufficient improvement a further discussion will take place to agree a further performance improvement plan and the employee will be given a further period to improve. The previous warning may be reiterated or a final warning issued. The final warning should inform the employee that his continued employment may be at risk if satisfactory performance is not achieved or sustained. The meeting will be documented and a record placed on file.

### **Stage 4: Formal procedure**

At the end of the further review period, performance will be reviewed again. A formal meeting will be held.

If progress has been made to the required standard the matter is then closed. It will be expected that the improvement in performance will be sustained. Any deterioration in the standard of performance may reactivate this procedure at the stage where it was closed, or at a more advanced stage of the procedure.

In circumstances where the capability procedure has been exhausted and the employee has failed to achieve the desired standards of performance it may be appropriate to consider alternatives to dismissal which could involve: demotion, transfer to another premises, departments, locations on a temporary or permanent basis, with any consequent reduction in pay, status or benefits. If, however, this is not appropriate, the employee may be dismissed.

If the Company is considering dismissal or the above alternatives to dismissal, the employee will be given a written statement prior to the formal meeting, setting out the reasons for the proposed course of action. The issues will be fully discussed at the meeting and the employee will be informed in writing of the outcome.

### **Right of appeal**

The employee may appeal against any action taken under this procedure (save informal counselling) and such an appeal should be submitted (clearly stating the grounds of appeal) in writing within five days to the manager nominated by the person who has taken the action. The person nominated will hold an appeal hearing. The employee may be accompanied at the appeal by a work colleague or trade union representative.

The decision reached at an appeal will be notified to the employee in writing and will be final.

### **Grievances**

The Company takes employees' grievances seriously and encourages all employees to raise their concerns at an early stage so that they may be resolved fairly and swiftly. In many cases, it will be possible to resolve such issues informally, by talking them over with your supervisor/manager. However, if you wish to raise a grievance on a more formal basis, you should follow the Company's formal grievance procedure. This procedure has been designed to deal with most concerns about your work, including matters relating to your terms and conditions of employment, your working relationships with colleagues or managers or your treatment at work.

The Company recognises that in cases of alleged discrimination, harassment and victimisation, particularly where the alleged perpetrator is your immediate line

manager, it may not be possible to follow the normal grievance procedure. In cases such as this, you should follow the Company's separate procedure for dealing with sensitive issues.

If you wish to disclose information, which in your reasonable belief relates to a wrongdoing at work and is in the public interest, you should follow the Company's whistle blowing procedure.

These procedures are not legally binding and do not form part of your contract of employment.

## **Grievance procedure**

### **Principles**

The Company wishes to ensure that all of its employees are treated fairly. If you have problems or concerns about your work, working environment or working relationships the Company wishes to see these problems resolved before they develop into more serious situations.

### **The Procedure**

If you have any grievance in relation to your employment, you should raise it informally with your immediate supervisor/manager. If your supervisor/manager is unable to settle the matter within three working days then the following procedure will apply:

#### **Stage 1**

Put the grievance in writing and send it to your supervisor/manager. Your supervisor/manager will arrange a formal meeting in order to discuss the grievance. You have the right to be accompanied at this meeting by a work colleague or a trade union representative. Your supervisor/manager will write to you with his response to your grievance within five working days of the hearing. If you are not satisfied that the matter has been adequately resolved, or if your supervisor/manager fails to deal with your written grievance, then Stage 2 of the procedure will apply.

#### **Stage 2**

If you feel that your grievance has not been resolved at Stage 1 of the procedure, you should appeal in writing to your manager. Your manager will arrange a formal meeting to hear your appeal. You have the right to be accompanied at this meeting by a work colleague or a trade union representative. The meeting will be held within five working days of the manager receiving your appeal. The manager will write to you within five working days of the meeting with his response to your

appeal. If it is not possible to contact you with a response within that time, you will be given an explanation for the delay and will be informed when a response can be expected.

### **Stage 3**

Where your appeal has not adequately been resolved at Stage 2, you should make a further appeal in writing to the Managing Director. The Managing Director, or an authorised deputy, will arrange to hear your appeal within ten working days of receiving your written notification. You have the right to be accompanied at this meeting by a work colleague or trade union representative. The Managing Director or the authorised deputy will give you a decision regarding your appeal within ten working days. If it is not possible to respond to your appeal within that time, you will be given an explanation and you will be told when a response can be expected. Any decision of the Managing Director or the authorised deputy is final.

Note: If your grievance involves your supervisor, you may initiate the grievance procedure at Stage 2.

### **Confidentiality**

Please note that any grievance raised by you will be received in absolute confidence and the Company will, as far as possible, keep any details of your complaint confidential save and except where your grievance leads to disciplinary action against another employee or officer of the Company. The Company will promptly investigate and deal with any grievance brought to its attention.

## **2.4 Whistle blowing**

If you become aware of any criminal offence or other wrongdoing in the workplace and you believe it to be in the public interest, you should report it immediately by following the whistle blowing procedure.

This procedure is not legally binding and does not form part of your contract of employment.

### **Whistle blowing procedure**

#### **Principles**

In accordance with the Public Interest Disclosure Act 1998, the Company has instituted a system for reporting information which in your reasonable belief points to a wrongdoing at work and is in the public interest.

A wrongdoing is any of the following:

- a **criminal offence** has been or is likely to be committed;
- a person has failed, is failing to **comply with a legal obligation**;
- a **miscarriage of justice** has happened, or is likely to happen;
- the **health and safety of an individual** has been, or is likely to be damaged;
- **damage to the environment** has occurred, is occurring, or
- **information showing any of the above** has been, is being, or is likely to be, deliberately concealed.

The Company wishes to ensure that any such wrongdoings are reported and dealt with. If you become aware of a wrongdoing at work then please follow the procedure below immediately. If you believe that the Company's Managers may be involved in the wrongdoing, then please approach the Managing Director directly.

### Procedure

1. If you become aware of a wrongdoing, raise your concerns immediately with your supervisor/manager. Your supervisor/manager will carry out a prompt and thorough investigation of the matter and report his/her findings to the Managing Director. The Managing Director will take any necessary action including, if appropriate, reporting the matter to the relevant external authority. Where, as a result of the disclosure, it is necessary to take disciplinary action against an employee, this will be done in accordance with the Company's formal discipline procedure. Your supervisor/manager will inform you of the outcome of the investigation and any actions taken as a result.
2. If you are not satisfied that your disclosure has been dealt with properly or you believe that your supervisor/manager or any of the Company's managers are involved in the wrongdoing, raise your concerns directly with the Managing Director. The Managing Director, or an authorised deputy, will arrange for an investigation or further investigation to be carried out. The Managing Director will take any necessary action including, if appropriate, reporting the matter to the relevant external authority. Where, as a result of the disclosure, it is necessary to take disciplinary action against an employee, this will be done in accordance with the Company's formal discipline procedure. You will be informed of the outcome of the investigation and any actions taken as a result.

### Victimisation

The Company will not tolerate the victimisation of any person who discloses a wrongdoing under this procedure. Any such victimisation will be treated as a disciplinary offence.

### Grievances

The above procedure should be used where, in your reasonable belief, the disclosure of information relates to a wrongdoing at work and is in the public interest. If you wish to raise a personal grievance, you should follow the Company's grievance procedure.

## **2.5 Alcohol and drug abuse**

Employees who are under the influence of alcohol or drugs at work clearly present a health and safety risk to themselves and others. In addition, the Company may be held criminally liable if it knowingly allows or tolerates the misuse of controlled drugs on Company premises. For this reason, the Company has adopted an alcohol and drug abuse policy. Acceptance of and adherence to the Company's alcohol and drug abuse policy form part of every employee's contract of employment.

### **Alcohol and drug abuse policy**

The following document sets out the policy of the Company on alcohol and drug use. It is important that every employee is aware of their obligations under this policy, and any queries should be addressed to the Managing Director.

#### **Alcohol abuse policy**

1. The Company's policy is to forbid the consumption of alcohol on the Company's property and premises.
2. If any employee is found to be intoxicated at work or is found consuming alcohol on the Company's property and premises, that employee will face disciplinary action on the grounds of gross misconduct under the Company's discipline procedure.
3. The Company has the right to conduct regular health checks to establish whether there are any alcohol or drug problems amongst employees who have safety critical roles, such as engineers or any employee who is driving a company vehicle.
4. If an applicant refuses to give consent to such an examination or refuses to undergo the screening the Company has the right to reject his/her application and/or immediately withdraw any offer of employment made.

#### **Drug abuse policy**

1. The Company strictly forbids the possession, use or distribution of drugs for non-medical purposes on the Company's property and premises.

2. An employee who is prescribed drugs by their doctor which may affect their ability to perform their duties should discuss the problem immediately with their manager.
3. Where it is suspected that a breach of the prohibition on substances has taken place, or if it is suspected that an employee's work performance or conduct has been impaired through substance abuse and the employee is employed in a job where there is a risk to the health and safety of the employee and/or others, the Company reserves the right to require an employee to undergo a medical examination to determine the cause of the problem.
4. Where any employee at such a request refuses to undergo a medical examination, such refusal will amount to gross misconduct in accordance with the Company's disciplinary procedure.
5. The Company reserves the right to search an employee or any of an employee's property held on the Company's property and premises at any time if the Company has reasonable grounds to believe that the prohibition on substances is being or has been infringed. The search will be carried out in accordance with the Company's search procedure.
6. If an employee refuses to comply with these search procedures, such action will normally be treated as amounting to gross misconduct and will entitle the Company to take disciplinary action.
7. The Company reserves the right to inform the police of any suspicion it may have with regard to the use of controlled drugs by any of its employees on the Company's property and premises.

## **2.6 Company Search Policy**

If it is necessary to search an employee, the Company will follow the following procedure. Acceptance of and compliance with this procedure forms part of every employee's contract of employment.

### **Company search procedure**

The Company reserves the right to search an employee or any of an employee's property held on Company's property or premises at any time, if the Company has reasonable grounds to believe that its alcohol and drug abuse policy is being or has been infringed, or that an employee has committed a criminal offence.

Where an employee is required to submit to a search, the following procedure will be used:

1. The search will be conducted in a private room.

2. The employee may be accompanied by a colleague provided that the colleague is available without unreasonable delay.
3. The search will be conducted by a manager. The employee may request that the person conducting the search is of the same sex as him/herself.
4. The search will be witnessed by another employee. The employee may request that the witness is of the same sex as him/herself.
5. An employee who unreasonably refuses to allow a Company search will be subject to disciplinary action.
6. Where an employee is found to be in possession of prohibited substances or there is evidence to suggest that he/she has committed a criminal offence, he/she will be suspended on full pay pending a further investigation, which may result in disciplinary action, including dismissal.
7. The Company reserves the right to inform the police of any suspicion it may have with regard to the use of controlled drugs by any of its employees on Company premises or with regard to any other criminal offence.

## **2.7 Data protection**

Barlows (UK) Ltd has adopted the following policy in relation to the collection, storage and processing of personal information. Acceptance of and adherence to this policy forms part of every employee's contract of employment.

### **Data protection policy**

#### **Principles**

In order to operate effectively and fulfil its legal obligations, Barlows (UK) Ltd needs to collect, maintain and use certain personal information about current, past and prospective employees, customers, suppliers and other individuals with whom it has dealings. All such personal information, whether held on computer, paper or other media, will be obtained, handled, processed, transported and stored lawfully and correctly, in accordance with the safeguards contained in the General Data Protection Regulations 2018 (GDPR).

Barlows (UK) Ltd is committed to the protection of data as detailed in the GDPR.

These principles require that personal information must:

- be fairly and lawfully processed and not processed unless specific conditions are met;
- be obtained for one or more specified, lawful purposes and not processed in any manner incompatible with those purposes;
- be adequate, relevant and not excessive for those purposes;
- be accurate and, where necessary, kept up to date;
- not be kept for longer than is necessary;
- be processed in accordance with the data subject's rights under the GDPR;
- be kept secure from unauthorised or unlawful processing and protected against accidental loss, destruction or damage; and
- not be transferred or stored in countries outside the European Economic Area (EEA).

The items above are not an exhaustive list.

## **Compliance**

In order to comply with the data protection principles, Barlows (UK) Ltd will:

- observe fully all conditions regarding the fair collection and use of personal information;
- meet its legal obligations to specify the purpose for which information is used;
- collect and process appropriate personal information only to the extent that it is needed to fulfil operational needs or to comply with legal obligations;
- ensure the quality of the personal information used;
- apply strict checks to determine the length of time personal information is held;
- ensure that individuals about whom information is held are able to exercise their rights under the GDPR, including the right to be informed that processing is taking place, the right of access to their own personal information, the right to prevent processing in certain circumstances and the right to correct, rectify, block or erase incorrect information;
- take appropriate technical and organisational security measures to safeguard personal information; and
- ensure that personal information is not transferred outside the EEA.

## **Responsibilities**

- Overall responsibility for ensuring that Barlows (UK) Ltd complies with its data protection obligations rests with the Directors.
- It is the responsibility of all employees to ensure that personal information provided to Barlows (UK) Ltd, for example current address, is accurate and up

to date. To this end employees are required to inform Barlows (UK) Ltd immediately when changes occur.

- Employees whose role involves the collection, maintenance and processing of personal information about other employees, customers, suppliers or any other individuals with whom Barlows (UK) Ltd has dealings are responsible for following Barlows (UK) Ltd's rules on good data protection practice as notified from time to time by their manager/supervisor.

### **Information about employees**

Barlows (UK) Ltd holds the following personal information about its employees:

*for example name, address, salary*

This information is used for payroll and administrative purposes.

We also hold the following sensitive personal information about employees:

*for example: racial or ethnic origins; physical or mental health or condition.*

This information is used for the purpose of equal opportunities monitoring / health and safety monitoring.

### **Access to information**

Anyone who is the subject of personal information held by Barlows (UK) Ltd has the right to make a subject access request. Employees who wish to exercise this right should write to their manager/supervisor. If, as the result of a subject access request, any personal information is found to be incorrect it will be amended.

Barlows (UK) Ltd will deal promptly with subject access requests and will normally respond within 40 days. If there is a reason for delay, the person making the request will be informed accordingly.

### **2.7 IT communications and monitoring**

Barlows (UK) Ltd provides employees with access to various computer facilities for work and communication purposes. In order to ensure compliance with all applicable laws in relation to data protection, information security and compliance monitoring, Barlows (UK) Ltd has adopted an IT communications and monitoring policy which should be read in conjunction with this data protection policy.

## **Breach of the policy**

Breach of this policy will be regarded as a disciplinary offence and will be dealt with under Barlows (UK) Ltd's formal discipline procedure.

Employees who consider that there has been a breach of this policy in relation to personal information about them held by Barlows (UK) Ltd should raise the matter via Barlows (UK) Ltd's formal grievance procedure.

## **IT, communications and monitoring**

Barlows (UK) Ltd makes extensive use of IT systems, for data storage, communications and as a source of information. We have adopted an IT, communications and monitoring policy in order to:

- prevent inappropriate use of computer equipment (such as extended personal use or for accessing and circulating pornographic, racist, sexist or defamatory material);
- protect confidential, personal or commercially sensitive data;
- prevent the introduction of viruses;
- prevent the use of unlicensed software;
- ensure that Company property is properly looked after; and
- monitor the use of computer facilities to ensure compliance with internal policies and rules and to detect abuse.

Acceptance of and adherence to this policy form part of every employee's contract of employment.

## **IT, communication and monitoring policy ("the policy")**

### **Introduction**

1. Barlows (UK) Ltd may provide you with access to various computing, telephone and postage facilities ("the Facilities") to allow you to undertake the responsibilities of your position and to improve internal and external communication.
2. This policy sets out Barlows (UK) Ltd policy on your use of the Facilities and it includes:
  - your responsibilities and potential liability when using the Facilities
  - the monitoring policies adopted by Barlows (UK) Ltd; and
  - guidance on how to use the Facilities.
3. This policy has been created to:

- ensure compliance with all applicable laws relating to data protection, information security and compliance monitoring
- protect Barlows (UK) Ltd and its employees from the risk of financial loss, loss of reputation or libel; and
- ensure that the Facilities are not used so as to cause harm or damage to any person or organisation.

4. This policy applies to the use of:

- local, inter-office, national and international, private or public networks (including the internet and intranet) and all systems and services accessed through those networks;
- desktop, portable and mobile computers and applications (including personal digital assistants (PDAs);
- mobile telephones (including the use of WAP services); and
- electronic mail and messaging services.

**Computer facilities: Use of computer systems**

5. Subject to anything to the contrary in this policy the Facilities must be used for business purposes only.
6. In order to maintain the confidentiality of information held on or transferred via Barlows (UK) Ltd's Facilities, security measures are in place and must be followed at all times. A log-on ID and password is required for access to Barlows (UK) Ltd's network. Despite your use of a password, Barlows (UK) Ltd reserves the right to override your password and obtain access to any part of the Facilities.
7. You are responsible for keeping your password secure. You must not give it to anyone, including colleagues, except as expressly authorised by Barlows (UK) Ltd.
8. You are expressly prohibited from using the Facilities for the sending, receiving, printing or otherwise disseminating information which is the confidential information of Barlows (UK) Ltd or its clients other than in the normal and proper course of carrying out your duties for Barlows (UK) Ltd.
9. In order to ensure proper use of computers, you must adhere to the following practices:
  - anti-virus software must be kept running at all times;
  - all CDs/DVDs or other forms of media storage must be checked by the IT department before the contents are accessed or stored on Barlows

(UK) Ltd's network or hard drives;

- obvious passwords such as birthdays and spouse names, etc, must be avoided (the most secure passwords are random combinations of letters and numbers);
- when you are sending data or software to an external party by CD or DVD disk or other forms of media storage, always ensure that the disk/media storage device has been checked for viruses by the IT department before sending it;
- all files must be stored on the network drive which is backed up regularly to avoid loss of information; and
- always log off the network before leaving your computer for long periods of time or overnight.

## **Software**

10. Software piracy could expose both Barlows (UK) Ltd and the user to allegations of intellectual property infringement. Barlows (UK) Ltd are committed to following the terms of all software licences to which Barlows (UK) Ltd is a contracting party. This means, in particular, that:
  - software must not be installed onto any of Barlows (UK) Ltd computers unless this has been approved in advance by the IT Manager. They will be responsible for establishing that the appropriate licence has been obtained, that the software is virus free and compatible with the computer Facilities; and
  - software should not be removed from any computer nor should it be copied or loaded on to any computer without the prior consent of the IT department or the office.

## **Laptop computers**

11. At various times during your employment with Barlows (UK) Ltd, you may use a laptop. These computers, along with related equipment and software are subject to all of Barlows (UK) Ltd's policies and guidelines governing non-portable computers and software (see two paragraphs in software section above). However, use of a laptop creates additional problems especially in respect of potential breaches of confidentiality. When using a laptop:
  - you are responsible for all equipment and software until you return it. The laptop must be kept secure at all times;

- you are the only person authorised to use the equipment and software issued to you;
- you must not load or install files from any sources without the IT department or the office inspecting such files for viruses;
- all data kept on the laptop must be backed up regularly in order to protect data against theft or mechanical failure or corruption;
- you must password protect confidential data on disks, media storage devices or on the hard drive to protect against theft;
- if you discover any mechanical, electronic, or software defects or malfunctions, you should immediately bring such defects or malfunctions to the attention of the IT department or the office;
- upon the request of Barlows (UK) Ltd at any time, for any reason, you will immediately return any laptop, equipment and all software to Barlows (UK) Ltd; and
- if you are using your own laptop to connect with Barlows (UK) Ltd network or to transfer data between the laptop and any of Barlows (UK) Ltd computers you must ensure that you have obtained prior consent of the IT manager, comply with its instructions and ensure that any data downloaded or uploaded is free from viruses.

#### **Email (internal or external use)**

12. Internet email is not a secure medium of communication; it can be intercepted and read. Do not use it to say anything you would not wish to be made public. If you are sending confidential information by email this should be sent using password protected attachments.
13. Email should be treated as any other documentation. If you would normally retain a certain document in hard copy you should retain the email.
14. Do not forward email messages unless the original sender is aware that the message may be forwarded. If you would not have forwarded a copy of a paper memo with the same information do not forward the email.
15. Your email inbox should be checked on a regular basis.
16. As with many other records, email may be subject to discovery in litigation. Like all communications, you should not say anything that might appear inappropriate or that might be misinterpreted by a reader.

17. If you are using email for private purposes then you must ensure that it contains the following message:

“This email does not reflect the views or opinions of Barlows (UK) Ltd”

18. If you are away from the office and use email as an external means of communication you must ensure that the autoreply service is used to inform the sender that you are unavailable. Failure to do so could lead to disciplinary action. If you have any doubt as to how to use these Facilities please contact the IT Manager.
19. Viewing, displaying, storing (including data held in RAM or cache) or disseminating materials (including text and images) that could be considered to be obscene, racist, sexist, or otherwise offensive may constitute harassment and such use of the Facilities is strictly prohibited. The legal focus in a harassment case is the impact of the allegedly harassing material on the person viewing it, not how the material is viewed by the person sending or displaying it.

### **Internet**

20. Use of the internet, or internet services, by unauthorised users is strictly prohibited. You are responsible for ensuring that you are the only person using your authorised Internet account and services.
21. Downloading any files from the internet using the computer facilities is not permitted. If there is a file or document on the internet that you wish to acquire, contact the IT department to make arrangements for it to be evaluated and checked for viruses. It will be at the discretion of the IT Manager on whether to allow such download.
22. Viewing, downloading, storing (including data held in RAM or cache), displaying or disseminating materials (including text and images) that could be considered to be obscene, racist, sexist, discriminatory or otherwise offensive may constitute harassment and such use is strictly prohibited. The legal focus in a harassment case is the impact of the allegedly harassing material on the person viewing it, not how the material is viewed by the person sending or displaying it.
23. Posting information on the internet, whether on a newsgroup, via a chat room or via email is no different from publishing information in the newspaper. If a posting is alleged to be defamatory, libellous, harassing or discriminatory, the employee making the posting and Barlows (UK) Ltd could face legal claims for monetary damages.
24. Using the internet for the purpose of trading or carrying out any business activity other than Company business is strictly prohibited.

25. Subject to the above you are allowed to use the Internet for personal use during your lunch break. Use of the internet for personal use at any other time is strictly prohibited.
26. For the avoidance of doubt the matters set out above include use of WAP facilities.

### **Monitoring policy**

27. The policy of Barlows (UK) Ltd is that we may monitor your use of the Facilities.
28. Barlows (UK) Ltd recognises the importance of an individual's privacy but needs to balance this against the requirement to protect others and preserve the integrity and functionality of the Facilities.
29. Barlows (UK) Ltd may from time to time monitor the Facilities. Principle reasons for this are to:
  - detect any harassment or inappropriate behaviour by employees, ensuring compliance with contracts of employment and relevant policies including the health and safety, ethical and sex discrimination policies;
  - ensure compliance of this policy;
  - detect and enforce the integrity of the Facilities and any sensitive or confidential information belonging to or under the control of Barlows (UK) Ltd;
  - ensure compliance by users of the Facilities with all applicable laws (including data protection), regulations and guidelines published and in force from time to time; and
  - monitor and protect the wellbeing of employees.
30. Barlows (UK) Ltd may adopt at any time a number of methods to monitor use of the Facilities. These may include:
  - recording and logging of internal, inter-office and external telephone calls made or received by employees using its telephone network (including where possible mobile telephones). Such recording may include details of length, date and content;
  - recording and logging the activities by individual users of the Facilities. This may include opening emails and their attachments, monitoring Internet usage including time spent on the internet and websites visited;

- physical inspections of individual users computers, software and telephone messaging services;
  - periodic monitoring of the Facilities through third party software including real time inspections;
  - physical inspection of an individual's post; and
  - archiving of any information obtained from the above including emails, telephone call logs and Internet downloads.
31. If at any time an employee wishes to use the Facilities for private purposes without the possibility of such use being monitored they should contact their direct supervisor or the person to whom their supervisor reports. This person will consider such request and any restrictions upon which such consent is to be given. In the event that such request is granted Barlows (UK) Ltd (unless required by law) will not monitor the applicable private use.
32. Barlows (UK) Ltd will not (unless required by law):
- allow third parties to monitor the Facilities; or
  - disclose information obtained by such monitoring of the Facilities to third parties.
33. Barlows (UK) Ltd may be prohibited by law from notifying employees using the Facilities of a disclosure to third parties.

### **General guidance**

34. Never leave any equipment or data (including client files, laptops, computer equipment, mobile phones and PDAs) unattended on public transport or in an unattended vehicle.
35. When using email or sending any form of written correspondence:
- be careful what you write; never forget that email and written correspondence are not the same as conversation: they are a written record and can be duplicated at will;
  - use normal capitalisation and punctuation; typing a message all in capital letters is the equivalent of shouting at the reader;
  - check your grammar and spelling; and

- do not forget that emails and other forms of correspondence should maintain the high standards expected by Barlows (UK) Ltd. Where applicable, you should use formal headings and introductions such as “Dear...” and “Yours sincerely” etc.

**Observation of this policy is mandatory and forms part of the terms and conditions of employment. Misuse of the Facilities will be treated as gross misconduct and may lead to dismissal.**

In addition to its IT, communications and monitoring policy, Barlows (UK) Ltd has adopted a social media policy in order to set out its rules and guidance in relation to employees’ use of social media (social networking websites) during and outside of working hours. Acceptance of and adherence to this policy form part of every employee’s contract of employment.

## **2.8 Social media policy**

This policy sets out Barlows (UK) Ltd’s rules and guidance in relation to employees’ use of social networking websites. It is an addition to Barlows (UK) Ltd’s IT, Communication and Monitoring Policy.

### **Definitions**

The term social media refers to social networking websites that allow people to exchange information, ideas and opinions and to build online communities or networks. It includes:

- social networking sites, such as Facebook, LinkedIn, Instagram, snap chat, whatsapp and imessage.
- blogs;
- audio and video podcasts;
- ‘wikis’, such as Wikipedia;
- message boards;
- social bookmarking;
- photo, document and video sharing websites, such as Flickr and YouTube;
- miniblogs, such as twitter.

Social media websites are fast growing and ever changing. The list above refers to some well-known examples of social media but is not exhaustive. This policy relates to all forms of social media.

## **General responsibilities**

- Barlows (UK) Ltd understands and accepts that many employees engage in social networking activities. However, it is Barlows (UK) Ltd's responsibility to ensure that its employees' use of social media does not damage its reputation or result in the disclosure of confidential information. Barlows (UK) Ltd also has a responsibility to protect its employees from cyber-bullying (harassment caused by another employee's use of social media) and discrimination.
- Employees are responsible for knowing and understanding this policy. When accessing social media websites, they must be aware that anything posted online is in the public domain and can remain so indefinitely. If Barlows (UK) Ltd is identified or identifiable, any negative comments about Barlows (UK) Ltd, individuals or other organisations may be attributed to Barlows (UK) Ltd. As a result, Barlows (UK) Ltd risks damage to its reputation and claims for liability. Barlows (UK) Ltd may also be held liable for breaches of confidentiality and privacy, which are damaging to individuals and organisations.
- It is the responsibility of everyone to treat others with dignity and respect. This requirement, as set out in Barlows (UK) Ltd's Equal Opportunities Policy, applies to social networking. Abusive postings about colleagues and others are likely to amount to bullying and, where they relate to a protected characteristic (age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation) may also amount to discrimination, for which Barlows (UK) Ltd, as well as the employee, may be held liable.

## **Compliance**

Compliance with this policy is mandatory and forms part of the Terms and Conditions of Employment. Use of social media, which is in breach of this policy, will be treated as misconduct and dealt with under Barlows (UK) Ltd's Discipline Procedure. Serious cases will be treated as gross misconduct and may lead to dismissal.

## **Use of social media at work**

Barlows (UK) Ltd does not allow employees to access social networking websites using its computer facilities at any time. In exceptional circumstances, where there is a genuine business case for access, the employee must obtain prior authorisation from a Director of the company.

Employees may use their own computer facilities to access social networking sites while they are at work, but only during their non-working hours eg, before and after normal working hours/during official breaks.

All employees who access social networking websites, whether using Barlows (UK) Ltd's or their own facilities, must comply with the rules as set out in this policy.

### **Use of social media outside of work**

Barlows (UK) Ltd acknowledges the popularity of social media and the right that employees have to engage in social networking activities outside of work. However, in order to fulfil its own responsibilities for protecting its reputation, its employees and confidential information, Barlows (UK) Ltd requires employees to comply with the rules as set out in this policy.

### **Rules**

When using social networking sites, employees are required to comply with the following rules.

Employees must not:

- Use Barlows (UK) Ltd's logo, unless authorised to do so by the Managing Director;
- Express personal views about Barlows (UK) Ltd, its employees, its clients or any other individual or organisation that could be seen as offensive or defamatory;
- Comment on Barlows (UK) Ltd's position on any issue (including but not limited to its strategies, policies, plans, processes, history, appointments, finances, acquisitions, recruitment, pay and benefits);
- Disclose confidential information. Employees are required to comply with Barlows (UK) Ltd's Data Protection Policy in relation to confidential information, which may include but is not limited to personal information about individuals, client details, financial and commercially sensitive information about Barlows (UK) Ltd or its clients and future business plans. Confidential information can include photos and videos;
- Breach copyright, for example by using intellectual property (text or images) belonging to another person or organisation without their consent or and/or without acknowledgement;
- Post any text or image in relation to any other individual that could be perceived as discrimination, bullying, harassment or victimisation. Employees are required to comply with Barlows (UK) Ltd's Equal Opportunities Policy in relation to all postings on social media websites.

Employees must:

- Take all necessary steps to avoid identity theft, for example by not revealing their address, bank details or passport number;
- Alert their manager if they become aware of any breach of this policy.

### **3.1 Payment**

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

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

### **3.2 Overpayments/underpayments**

If you have been inadvertently overpaid or underpaid for any reason you must let the Wages Department know straight away. The over or under payment will normally be corrected at the next payment. If it is later discovered that you were overpaid, we reserve the right to deduct the overpayment from your salary. Arrangements can be made for a longer period of repayment in cases of hardship.

### **3.3 Salary/wage reviews**

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

### **3.4 Expenses**

We will reimburse all reasonable authorised expenses incurred by you on behalf of the Company once approved by your manager. An expense claim form will need to be completed and you will also need to provide a valid receipt to support all claims.

### **3.5 Overtime payments**

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

### **3.6 Booking/time sheets**

All booking/time sheets must be completed and handed to your manager by Monday of each week. Submitting false or inaccurate booking/time sheets may lead to disciplinary action that could result in dismissal.

### **4.0 Holidays**

Our holiday year begins on the 1<sup>st</sup> January and finishes on the 31<sup>st</sup> December.

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

#### **4.1 Bank/Public holidays**

We recognise 8 bank/public holidays each year. These are Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day, Boxing Day and New Years Day. You may be required to work bank/public holidays in order to meet the needs of the business.

#### **4.2 Rules regarding annual leave**

- Holiday request forms have to be completed by you and then signed by your manager.
- All holidays should be authorised before bookings are made.
- We will do our utmost to ensure that your request is accommodated, but please be aware that the operational running of the Company must be maintained at all times.
- Holidays will be agreed to on a first-come, first served basis.
- You need to give a minimum of one week's notice for any holiday unless agreed otherwise by your manager
- You may request up to two consecutive weeks holiday at any one time, although longer periods will be considered in exceptional circumstances and agreed to at the discretion of the Company.

- You may only take holidays as they are accrued during the first year of employment.
- It is a legal requirement under the Working Time Regulations that the statutory minimum holiday entitlement is taken each year. Holiday excess of the statutory minimum that is not taken will be lost and not paid in lieu other than in exceptional circumstances with the prior authorisation of your manager.
- Holiday pay is at the normal basic rate of pay. Overtime hours are not considered to be normal working hours unless a specified number are included in the contractual hours of work
- Should your employment come to an end before the accrued holiday is taken, you will be paid the balance of holiday pay due.
- Should you fall sick prior or during pre-booked annual holidays there is no entitlement to take these holidays on another occasion unless specific permission is obtained.
- You will accrue holiday entitlement during ordinary maternity leave, additional maternity leave paternity leave and adoption leave periods at your normal rate.
- Payment made for holiday in excess of your entitlement will be recovered from your final pay or any monies owed to you, where appropriate. This is an express term of your contract of employment (Section 13-16 of the Employment Rights Act 1996).
- When you are working under notice, we reserve the right to require you to take any remaining holiday entitlement during this period.

## **5.0 Absence and lateness**

### **5.1 Time off**

If you wish to take time off, for whatever reason, you need to get the permission of your manager beforehand. Where possible, you should arrange medical, dental and other personal appointments outside working hours. We are not obliged to pay you for time spent away from work on private appointments except in the case of antenatal visits for pregnant employees.

### **5.2 Absence**

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

- Let us know before the time you are due to start work, on every day of absence, unless you are covered for a longer period by a doctors medical certificate
- Speak to your manager in person. If unavailable, record the time and name of the person to whom you reported your absence.

- Do not send a text message as this is not an acceptable form of absence notification
- You must leave contact details so that we can get in touch with you
- It is your responsibility to keep us informed of your continuing absence. You must contact your manager on the date that each sick note expires (whether or not you expect to return to work) and inform them of your intentions.

It is very important that you follow this procedure. If you don't, disciplinary action may be taken.

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

### **5.3 Lateness**

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

### **5.4 Absence levels**

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

### **5.5 Sickness absence and statutory sick pay (SSP)**

During authorised absence due to sickness you are only entitled to SSP, provided you earn more that the minimum criteria set out in the SSP regulations.

- Waiting days – before payments of SSP are made to you there is a period of 3 waiting days. This will start from the first day that you should have been available for work.
- SSP – if you are sick for a period of 4 or more days, we may pay you SSP if you are eligible. SSP is treated the same as wages and is subject to Income Tax deductions and National Insurance Contributions.

- Self Certification – On your return to work after a period of sickness of less than 7 days, you must complete self-certification documentation and hand it to your manager.
- Doctor's Medical Certificate – if you are sick and your absence has been, or you think will be longer than 7 calendar days, you must obtain a doctor's medical certificate and submit it to your manager. If your sickness runs over 7 days you must notify your manager once a week and supply us with a doctors medical certificate to cover your absence. It is important that you comply with these procedures or else your SSP may be delayed or not paid at all.

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

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

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

### **Medical / GP Reports**

In certain circumstances it may be necessary for us to obtain a Medical Report from a Doctor/ Specialist in order to establish:

- the reason for absence;
- the likely duration of absence;
- when an employee will be able to return to work;
- what, if any, treatment is being prescribed;
- whether the problem will recur;
- whether the employee can carry out all the duties of their job

This would be obtained in order to enable us to plan workloads because it would be in the interests of both you and us to establish your ability to work with the benefit of medical opinion.

If we wish to obtain a medical report, we will ask for your written consent.

Under the Access to Medical Reports Act 1988 you may withhold consent to the report being sought and you can request to see the report prior to it being forwarded to us.

The following is intended as a summary of the rights conferred by the 1988 Act and does not confer contractual rights.

If you indicate that you wish to see the report in advance, you should complete the Authorisation for GP report Request form, indicating your desire to view the report prior to it being sent to the HR department. This authorisation form is then sent to your GP/consultant who you may need to contact in order to arrange a viewing of the report.

You have the right to ask the Doctor/Specialist for a copy of the report for up to 6 months after it has been supplied. There may be a charge for this.

The Doctor/Specialist cannot submit the report to us without your consent.

You may ask the Doctor/Specialist to amend any part of the report which you consider to be incorrect or misleading. If the Doctor/Specialist is not in agreement, you may attach a statement of your views with the report.

If the Doctor/Specialist thinks that you or others would be harmed by the report or any part of the report, it can be withheld from you.

We would stress that no decision will be made that could affect your employment without full consultation with you and careful consideration of all the circumstances.

### **Appointments**

You should endeavour to ensure that any appointments made to visit the doctor, dentist, hospital etc. are made in your own time, and outside normal working hours. In the event that this is not reasonably practicable, time off work will be allowed to attend such appointments providing that:

- (i) the appointment is substantiated with an appointment card;
- (ii) the timing of the appointment causes as little disruption as possible, i.e. is at the beginning or end of the working day; and
- (iii) prior permission is obtained.

Payment for time off to attend appointments will only be made at our discretion.

### **Non-Prescription Medicines**

If it is likely to adversely affect their performance, employees must not operate machinery or any vehicle whilst under the influence of any legal medicines that may impair their ability and / or put themselves or other employees at risk.

## **Help and Support**

The Company will endeavor to ensure that advice and specialist help are made available to any employee who feels they have a problem relating to drugs, alcohol or other substances.

If an agreed or recommended course of treatment is not followed by an employee or is ineffective, any lapses in the employee's performance, conduct or attendance will be dealt with in accordance with the Company's normal Disciplinary or Sickness Policies. The aim of treatment and rehabilitation is to ensure optimum recovery and return to work.

## **6. Work and Families**

### **6.1 Maternity and Adoption**

A pregnant employee must notify the Company of her intention to take maternity leave by the 15th week before her expected week of childbirth (EWC), unless this is not reasonably practicable.

At about 20 weeks, you will receive a certificate known as a MAT B1 from your Doctor or midwife. This will confirm the pregnancy and the date when the baby is due. You should give this certificate to the Company.

#### **The amount of maternity leave an employee may take**

All employees, regardless of length of service, are entitled to take up to 52 weeks' maternity leave (26 weeks of ordinary maternity leave, plus 26 weeks of additional maternity leave). This is the statutory maximum. Maternity leave should commence no earlier than the eleventh week before the expected week of childbirth (EWC).

#### **The amount of statutory maternity pay an employee may receive**

All employees are entitled to 39 weeks' statutory maternity pay (SMP), provided they have been continuously employed for at least 26 weeks (irrespective of the number of hours worked) ending with the 15th week before the EWC and their average weekly earnings are above the national insurance threshold. This 15th week is known as the qualifying week (QW).

SMP is paid at the rate of:

- 90% of average weekly pay for the first six weeks of maternity leave; and
- the standard rate of SMP (which is normally increased on an annual basis) for the next 33 weeks of maternity leave.

SMP is not normally paid for any week during which the employee works. However, employees are allowed to work for up to ten "keeping in touch" days without losing their entitlement to SMP.

If the employee does not meet the qualifying conditions for SMP, they should complete a form SMP1 and contact the Jobcentre Plus to see if they qualify for Maternity Allowance.

### **Antenatal care**

Once the employee has made an appointment to receive antenatal care on the advice of a registered healthcare professional, you have the right to take time off with pay to keep the appointment. The Company, however, will ask for some evidence, ie, an appointment card.

### **Contractual rights while on maternity leave**

All contractual terms and conditions, with the exception of remuneration, are preserved for the whole of the employee's maternity leave. This means that any non-pay contractual benefits, such as a company car or membership of a private health insurance scheme, should continue during both ordinary and additional maternity leave. It also means that, where contractual benefits are based on length of service, such as pay increments or holiday entitlement, all maternity leave must be taken into account, not just ordinary maternity leave.

### **Pension contributions during maternity leave**

Where the employee is a member of a pension scheme, the Company's pension contribution will continue to be made during the time the employee is receiving SMP.

### **Holidays during maternity leave**

Statutory holidays continue to accrue while an employee is on ordinary and additional maternity leave.

Statutory holidays cannot be taken while an employee is on maternity leave. It is therefore important, before maternity leave begins, for you and the Company to discuss and agree the arrangements for any outstanding statutory holidays to be taken.

## **6.2 Paternity**

### **The amount of ordinary paternity leave an employee may take**

All eligible employees are entitled to take up to two weeks' ordinary paternity leave (OPL). OPL can only be taken in blocks of one or two consecutive weeks' leave. Odd days are not permitted.

Leave can begin on one of three dates:

- from the date the baby is born or the child is placed for adoption (UK adoptions);
- from a chosen number of days or weeks after the baby's date of birth or placement for adoption (UK adoptions); or
- from a chosen date.

In the case of the birth of a child, OPL must be taken within 56 days of the baby's birth or, if the baby is born early, the first day of the expected week of childbirth (EWC).

In the case of UK adoption, OPL must be taken within 56 days of the child's placement.

Employees are only entitled to one period of OPL for each pregnancy or adoption, even if more than one child is born or placed at the same time.

### **Ordinary paternity pay**

Employees who qualify for ordinary paternity leave (OPL) will also qualify for ordinary paternity pay (OPP), provided their average weekly earnings are above the lower earnings limit for national insurance purposes.

OPP should be paid for either one or two weeks, depending on the amount of OPL the employee has chosen to take.

The rate of OPP is the same as the standard rate of statutory maternity pay. Currently this is £138.18 per week or 90% of average weekly earnings if this is less than £138.18.

## **Notification of ordinary paternity leave for the birth of a child**

The employee is required to notify you by the 15th week before the baby is due, unless this is not reasonably practicable. The notification must include:

- when the baby is due;
- whether the employee wants to take one or two weeks' ordinary paternity leave (OPL); and
- when the employee would like their OPL to start.

The employee will need to provide an Ordinary paternity leave self certificate (birth) which confirms that they fulfil the eligibility conditions and provides the information needed to satisfy the notification requirements.

## **6.3 COMPASSIONATE LEAVE**

The Company will consider all requests for compassionate leave and time off to deal with family emergencies. If you need to take compassionate leave or time off to deal with a family emergency, you should raise the matter with your manager and that person will consider your request. There is no contractual entitlement to remuneration for absences relating to compassionate leave or time off to deal with family emergencies. Any payment will be made at the absolute discretion of the Company.

## **6.4 PARENTAL LEAVE**

### **The eligibility criteria for parental leave**

All employees with one year's continuous service are eligible to take parental leave to care for a child who is under the age of five, or under the age of 18 if the child is adopted or disabled.

Employees must be or expect to be:

- the parent named on the birth certificate;
- the adoptive parent;
- holding formal responsibility for a child (obtained through a court or with a parental responsibility agreement); or
- the legal guardian.

### **The amount of parental leave an employee may take**

Eligible employees qualify for a total of 18 weeks' unpaid parental leave in respect of each child (either born to them or adopted by them) who is under five years of age (or adopted children under 18 years of age).

Employees may take up to four weeks' leave a year. Leave can only be taken in blocks of a week; even if only part of a week is taken, it should be treated as a week.

Leave must be taken within the first five years of the child's life (or for adopted children within five years of the date of adoption or the child's 18th birthday, whichever is the sooner).

Employees who are the parents of a disabled child may take up to 18 weeks' unpaid parental leave until the child's 18th birthday.

Requests for parental leave will be considered in the light of the business' needs, but every effort will be made to allow eligible employees to take the leave they have requested at the time of their choice.

### **6.5 FLEXIBLE WORKING**

If an employee wishes to make a request for flexible working, whether permanent or temporary, their application must be submitted in writing and should include the following information:

- the date of the application;
- details of the change(s) they are seeking;
- when they would like the change(s) to come into effect;
- what effect they think the change(s) will have on the business and how they think this might be dealt with;
- a statement that they are making a statutory request;

An employee can make only one application per year.

#### **Consider the request**

If the request is agreed, the Company will inform the employee in writing with an amended contract of employment, which includes any new terms and conditions and their effective date.

If a flexible working request is declined a meeting will be arranged to discuss further options.

The Company will consider the request on the following grounds:

- the burden of additional costs;
- detrimental effect on ability to meet customer demand;
- inability to reorganise work among existing staff;
- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance;
- insufficiency of work during the periods the employee is proposing to work;  
and
- planned structural change.

## **6.6 Redundancy Policy**

### **Redundancy**

Whilst it is our aim to provide all employees with job security, circumstances do change. Where this means that there is a requirement for fewer employees, some redundancies may be necessary. In the event of a potential redundancy situation, Barlows (UK) Ltd will normally follow its redundancy policy, which sets out its legal obligations and its commitment to fair procedures which minimise job losses.

This policy is not legally binding and does not form part of your contract of employment.

### **Redundancy policy**

#### **Introduction**

In the event that Barlows (UK) Ltd requires redundancies to be made, Barlows (UK) Ltd aims to honour its obligations under the Trade Union and Labour Relations (Consolidation) Act 1992 (as amended) by consulting, where appropriate, with representatives of any appropriate recognised trade union or elected representatives of the employees. Barlows (UK) Ltd will fulfil any statutory consultation obligations it might have.

## **The statutory consultation obligations**

In the event that Barlows (UK) Ltd should contemplate making 20 or more employees redundant in a period of 90 days Barlows (UK) Ltd will comply with the specific statutory requirements by consulting either with a representative of an independent trade union which is recognised by Barlows (UK) Ltd or, in any other case, with elected representatives of the affected employees.

## **Redeployment**

In all cases of redundancy Barlows (UK) Ltd will make every reasonable effort to find the employees a suitable alternative job. If an employee unreasonably refuses an offer of suitable alternative employment within the meaning of the Employment Rights Act, the entitlement to statutory redundancy payment may be jeopardised.

## **Volunteers**

Barlows (UK) Ltd will consider any applications from employees volunteering to be made redundant, but Barlows (UK) Ltd reserves the right to refuse such applications.

## **Selection**

If compulsory redundancies are necessary, the primary basis of selection for redundancy will be qualifications, skills, experience, performance and aptitude of the employee considered in the context of the needs of the business at that time. Disciplinary and sickness records may also be considered.

## **References**

Barlows (UK) Ltd will, where possible, agree with the redundant employee a suitable form of reference to be given to prospective new employers and to other interested parties including Jobcentre Plus.

## **7.0 GENERAL**

### **7.1 SMOKING POLICY**

#### **Smoking**

The Company takes its responsibility for the health and safety of employees seriously. In view of the risks to health from passive smoking and to comply with legislation, we have adopted the following no smoking policy. All employees are required to comply with the no smoking policy. Acceptance of and adherence to this policy forms part of every employee's contract of employment.

1. The Health & Safety at Work Act 1974 places a duty upon the Company to provide a working environment for employees which is safe, without risks to health and adequate as regards facilities and arrangements for their welfare at work. Tobacco smoke has been shown to be a threat to the health of all employees.
2. The Company recognises its legal obligation to prohibit smoking in enclosed or substantially enclosed public places, shared workplaces and vehicles and will comply with all provisions of the Regulations currently in force to ensure a smoke-free working environment.
3. This no smoking policy seeks to guarantee employees the right to work in air, free of tobacco smoke.
4. There is a total ban on smoking in all parts of the Company's premises and in all Company owned vehicles.
5. It should be noted that this policy is not concerned with whether anyone smokes but where they smoke and the effect that this has on their colleagues.
6. This policy applies to all employees at all levels and to visitors.
7. Any breach of this policy will lead to the normal disciplinary procedures being applied in accordance with the Company's discipline procedure.
8. This policy forms part of the Company's health and safety policy.

## **7.2 TRAINING POLICY**

### **Policy Statement**

Barlows UK Ltd is fully committed to ensuring that all employees have the relevant knowledge, skills and expertise to perform their work to consistently high standards and to achieve their full potential. We recognise that the training and development of our employees is fundamental to the improvement of our operational performance and the achievement of company strategy and goals. We will therefore strive to make training and development an integral part of our operations and to follow a continuous process of appraisal, training and development.

### **Scope**

This policy applies to all employees. The policy applies equally to all employees irrespective of their employment status, function, grade or location.

In accordance with the company's Equal Opportunities Policy, all employees are treated equally in the provision of training and development opportunities and are provided with equal access to training and development opportunities relevant to their needs.

The Company will:

- identify and consider training and development as an integral part of the strategic planning process;
- provide adequate resources for training and development across the company;
- evaluate the efficiency and effectiveness of training and development; and
- monitor the efficiency and effectiveness of this policy.

All employees are responsible for:

- identifying their own training and development needs and bringing these to the attention of their Manager/Supervisor;
- undertaking training and development activities which will enable them to perform their work efficiently and effectively; and
- managing their own learning and professional updating.

## **Induction**

All new entrants to the company will receive appropriate induction training. Staff transferring within the company will be provided with an appropriate local induction, which will include the identification of appropriate training and development needs.

## **Health and safety training**

All employees will be given adequate health and safety training, including information on emergency procedures, before they start work. The need for health and safety training will be reassessed on a regular basis and in particular when there has been a change in operating procedures. Retraining and/or refresher training will be provided whenever necessary.

## **Training Fees**

You agree to undertake any and all training course/s, and/or course/s of study and/or examination, which you may reasonably be required by Barlows (UK) Ltd to undertake.

You agree that Barlows (UK) Ltd may recover any and/or all training costs (including your and trainer's time in wages) and/or expenses incurred at Barlows (UK) Ltd's discretion by Barlows (UK) Ltd on your behalf in respect of any and all training including induction and/or training course/s and/or course/s of study and/or examination. For the purpose of calculation any in-house training will be based on the hourly rate of your trainer and multiplied by the total number of hours taken to provide you with this training. For any external training arrangements, recovery of training costs will include (and not be limited to): cost of the external training course plus the cost in wages of the time spent by you training.

Furthermore you agree, by signing the contract of employment, that you will allow Barlows (UK) Ltd to make deductions from your wages/salary, during your employment and/or any notice period or otherwise, in order to recover any such training costs and/or expenses.

In addition you agree that you may be required by Barlows (UK) Ltd to sign a written consent form allowing Barlows (UK) Ltd to make such deductions from your wages/salary prior to the commencement of any such training course or course of study or examination.

## Reimbursement of Training fees

Where Barlows (UK) Ltd has agreed to sponsor an employee for Training or a course and the employee fails to complete the course or leaves the company's employment (other than by reason of redundancy); the employee will be required to reimburse the company for any of the fees listed below, which the company has paid on the employee's behalf. The amount of the reimbursement will be in accordance with the following scale:

	<b>Total Fees Paid</b>
Failure to complete the course	100%
Leaving employment during the course	100%
Leaving employment within 1 year of completion	100%
Leaving employment within 2 years of completion	50%
Leaving employment within 3 years of completion	25%
After 3 years employment	No Charge

### 1. Fees

The Company may undertake to pay:

- all course fees;
- examination fees;
- essential registration fees;
- membership of relevant professional bodies;

### 2. Re-sits

In cases of failure to pass examinations/course assessments, the following will apply:

the costs of 'resits' will be met by the employee, including the time involved. You can use annual holiday entitlement, if you have the amount of days required, alternatively you will have to complete the course on unpaid leave.

### **7.3 HEALTH & SAFETY POLICY**

The Company have a separate Health and Safety Handbook. Please refer to this document.

### **7.4 TIME OFF FOR PUBLIC DUTIES**

#### **Payment for time off**

An employee who has the right to take time off for public duties has no corresponding right to be paid while they are absent from work. However, we will consider payment based on each individual reasons and set of circumstances.

#### **Jury service**

All men and women between the ages of 18-70 (other than those disqualified or exempted) who comply with certain prescribed conditions laid down by the Juries Act 1974 (as amended by the Criminal Justice Act 1988) are liable for jury service.

When an employee is called for jury service, the Company are legally required to release you from work. If the call has come at a particularly busy time when the Company's services are vital to the business it is sometimes possible, by writing to the court and explaining the circumstances, to postpone jury service to a more convenient time.

There is no legal obligation to pay employees while they are on jury service. In most cases, members of juries can claim expenses for loss of earnings and should be encouraged to do so. In practice, the Company do pay their employees during jury service.

#### **Volunteer Reserve Forces**

The Volunteer Reserve Forces comprise the Royal Naval Reserve, the Royal Marines Reserve, the Army Reserve, and the Royal Auxiliary Air Force.

The Company will be notified if an employee joins one of these Volunteer Reserve Forces because, on joining, the Reservist must give permission for the Ministry of Defence (MoD) to contact the employer directly.

#### **Payment for time off**

Reservists receive service pay from the MoD during mobilisation, so the Company are not required to pay your wages/salaries or maintain your company benefits.

## **7.5 Attendance and Punctuality**

Employees are expected to attend work regularly and punctually. Unforeseen absence, due to illness or an emergency must be notified to a supervisor or manager prior to the commencement of normal working hours. All planned leave must be authorised in advance in accordance with the Company's procedure.

## **7.6 Public Statements**

Every employee is responsible for promoting the reputation and image of the Company. Employees must not make detrimental statements in respect of the Company during the course of dealings with individuals outside of the Company. No employee is permitted to give press or other media interviews or assist with or be involved in the publication of any article relating to the business affairs of the Company or in relation to the Company's intellectual property.

## **7.7 Change of Details**

Should any of your details have been incorrectly recorded, or any personal details change within your employment then please notify your manager and the accounts department so that we can always ensure our records are up to date.

## **7.8 Pay**

You pay frequency will be fortnightly and will be clearly indicated within your Contract of Employment.

If at any time, you believe that your pay has been calculated in error or if you do not understand how your pay has been calculated, please do not hesitate to contact your Manager or Accounts Department. Errors will be rectified as soon as possible.

## **7.9 Appearance and Dress**

Most of our business is conducted on client / customer premises and therefore we have to ensure that a high standard of dress and appearance are maintained. If you have been issued with Company clothing then you must wear it at all times during working hours. The following items of clothing are examples of unacceptable clothing, either on the grounds of health and safety or the company's public image:

- Sports clothing, such as tracksuits and football shirts
- Shorts, leggings, combat or torn trousers

- Clothing bearing logos, slogans or graphics
- Short skirts, high above knee length
- Clothes which are revealing
- Trainers.

### **7.10 ID Badges**

Where necessary, the company may require you to wear or have on your possession an ID badge which you may be requested to show at any given time.

### **7.11 Secondary Employment**

Your employment with the Company must be viewed as your primary employment. Written permission must be obtained before accepting any other form of employment (Including self-employment).

Permission will not be unreasonably refused but will only be granted if:

- There will be no breach of the Working Time Regulations
- There is no potential conflict of interest
- The demands of the secondary employment are not such that they may adversely affect in any way your capability to fulfil the demands of your primary employment with the Company

Before accepting secondary employment, you must discuss the matter with your line manager, who may take advice from the HR Department.

Secondary employment must not be conducted on Company premises or during normal working hours.

Anyone undertaking or accepting secondary employment without obtaining written permission from the Company in accordance with the policy will be dealt with in accordance with the Company's disciplinary procedure.

### **7.12 Use of Company Name and Address**

The use of the Company name and address is restricted to business purposes only. You must not use the Company name and address for personal deliveries of any description. Misuse of the Company name and address could render you liable to disciplinary action.

### **7.13 Public Media**

No employee may make any communication with the public media on any subject connected directly or indirectly with the Barlows (UK) Ltd. If you are approached by a representative of the media you must advise them you are unable to comment and refer them to your Manager or Head of Department.

### **7.14 References**

The requirements for satisfactory references will have been outlined in your offer letter. The Company will not normally give open references for your general use. However, we will answer any reasonable enquiry received in writing provided that you have given permission. All references received and given by the Company are treated as strictly confidential.

### **7.15 Personal Mobile Phone Policy**

This policy is to promote appropriate practise through establishing clear guidelines, it applies to all employees who have access to personal mobile phones during contracted work hours.

We fully understand the importance of personal calls and/or messages, however it is also recognised that mobile phones can cause an unnecessary distraction during the working day and can be intrusive when used in the company of others.

All employees are requested to keep their mobile Phones on silent and to review them during a designated break or lunch period.

The company are more than willing for you to receive any phone calls to the office, especially of an importance nature or even an emergency, field engineers may give their works mobile phone number, for emergency contact purposes only, to immediate family/schools/services.

The aim of this policy is to avoid distraction and disruption of the working day and to create a cooperative workforce, where staff work as a team, have high values and respect each other, thus creating a strong moral and sense of commitment leading to increased productivity.

## **8.0 Car Parking**

When parking at any Barlow's offices you are reminded that parking is at your own risk and you should be vigilant at all times with your belongings.

It is recommended that reverse parking is carried out whenever possible.

Field engineers and any employee with a company vehicle are asked to always park responsibly and carefully – no illegal parking. We ask that you avoid any unnecessary parking tickets.