



Employee Handbook

1. INTRODUCTION

This Handbook has been prepared to inform employees, sub-contractors, self-employed persons (appointed by us to work on our behalf) and casual workers of a wide range of matters affecting their employment with Recol Limited.

Any questions regarding the information provided should be directed verbally or in writing to your immediate supervisor.

2. CHANGES IN TERMS & CONDITIONS OF EMPLOYMENT

The Company may wish to make changes to terms and conditions of employment from time to time. If so, employees will receive individual letters informing them of the changes. Due notice of such changes will be given. Replacement or additional pages to this handbook will be supplied as necessary.

NOTE

This Handbook forms part of the Contract of Employment of each employee. For the purposes of this Handbook the male gender has been used. At all times this should be interpreted to include the female gender.

3. MISSION STATEMENT

At Recol Ltd our mission is to:

- Support our customers by providing first class products and services of exceptional quality and value in order that they may gain a competitive edge in their chosen markets
- Constantly review our practices and procedures via continuous education, training and improvement; coupled with the application of new technologies and best business practices to maintain a superior position within our industry

- Support our employees by providing a caring and growth oriented environment to encourage them to be highly productive and to grow personally and professionally
- Develop diversified markets in order to provide stability and adequate financial returns for the future prosperity of the Company and its employees

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4. EMPLOYMENT POLICY

The Company employs people whose skills, knowledge, experience and commitment contribute to the achievement of the mission statement.

Employees are provided with appropriate, modern, well-maintained equipment and protective clothing, and with comprehensive documentation and instruction in safe working procedures, so they can perform their duties safely and efficiently. The Company aspires to meet and exceed all existing regulatory requirements, and to develop procedures and invest in equipment to set and meet stricter targets for Health and Safety at Work.

The Company identifies and provides appropriate training for all employees to enable them to discharge their duties to the best of their abilities.

5. REMUNERATION

Permanent employees' salaries will be paid as per agreed pay period in arrears by credit transfer into a bank, building society or giro account of the employee's choice. Final salary payments on termination of employment are made by cheque.

6. COMPANY VEHICLES

Employees who are allocated or use a Company vehicle are required to comply with the written instructions to drivers which are issued from time to time. (See Motor Vehicle Policy/Recol Driver's Handbook)

7. HOURS OF WORK

The Statement of Terms and Conditions of Employment gives details of working hours and entitlement to breaks.

8. ANNUAL HOLIDAYS

Holiday Year:

The holiday year is 1st January to 31st December.

Entitlement:

The first five years of employment: Entitlement described below excludes statutory public holidays.

Full Time Employees:

22 working days' holiday, pro-rata at 1.83 days per full calendar month worked for employees joining later than 1st January.

Part-Time Employees:

Pro-rata for days/hours worked.

6th and subsequent years of employment: Entitlement: An additional day per annum for each completed year of continuous employment up to a maximum of 10 years

Holidays must be taken as follows:

All holidays must be approved in advance by your Line Manager and such approval is entirely at his/her discretion.

Where a holiday of 10 working days (pro-rata for part-time employees) or more is arranged, no additional holiday may be taken within one month, before or after, except in exceptional circumstances. All holiday requests must be submitted by 30th November of each holiday year. Holiday entitlement not taken by the end of the holiday year will be forfeited. Any deviation from this ruling must be agreed and confirmed in writing by the Commercial Director.

Unless there are exceptional circumstances holiday may not be borrowed from the following holiday year.

On termination of employment any untaken leave will be paid in the final salary.

When leaving employment, if the holiday already taken exceeds entitlement, the Company reserves the right to deduct the equivalent sum from any monies due at that time.

Statutory Public Holidays – There are eight statutory public holidays:

New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, August Bank Holiday, Christmas Day and Boxing Day.

The Company will close on these days, or on alternative days which may be agreed from time to time. Any public holidays worked will attract a day off in lieu.

9. OTHER LEAVE

Court Attendance: Employees, who have to attend Court as a witness or have been called for Jury Service, should advise your Line Manager

immediately they receive official notice to attend Court and should show such notice to them.

Payment will not be made for such attendances. Employees should claim for “loss of earnings” entitlement from the Court.

Absences for Public Duties: Under the Employment Rights Act 1996 there is entitlement to reasonable time off without pay to undertake certain public duties. These public duties are listed below:

Justice of the Peace

Member of Local Authority

Member of a Statutory Tribunal

Member of a Police Authority

Member of a Board of Prison Visitors or a Prison Visiting Committee

Member of a Relevant Health Body

Member of a Relevant Education Body, or

Member of the Environment Agency

Maternity and Parental Leave:

(Further References: Recol Maternity Policy and Parental Leave And Family Emergencies Policy)

Notification

Employees should notify the Managing Director of the pregnancy as soon as possible. This is a precautionary measure for health and safety reasons and the information should be treated as confidential if requested.

A copy of the [MATB1 certificate](#) should be provided.

The employee must notify the Managing Director of the intended start date in writing no later than the end of the 15th week before the Expected Week of Confinement (EWC). The employee will be

given notice of the date she is expected to return to work following the maternity leave within 28 days.

Starting maternity leave

Unless the baby is born sooner, the earliest date that an employee can start maternity leave is the 11th week before the start of the EWC. An employee may delay the start of maternity leave up until the date of the birth.

The maternity leave will automatically commence if the employee is off sick from work wholly or partly for pregnancy-related reasons (even for just one day) after the beginning of the 4th week before the EWC.

Duration of maternity leave

All employees are entitled to Ordinary Maternity Leave of 26 weeks. They can take less than 26 weeks if they wish but they cannot return to work within the first two weeks of the birth.

If they have 26 weeks' continuous service in or before the 15th week before the EWC they will also be entitled to Additional Maternity Leave. This follows on immediately after Ordinary Maternity Leave for as long as they choose, up to a maximum of a further 26 weeks.

Statutory Maternity Pay (SMP)

In order to qualify the employee must have at least 26 weeks' continuous service in or before the 15th week and must have paid National Insurance Contributions for each of the eight weeks ending with the 15th week before the EWC.

Employees who do not qualify for SMP may be entitled to a Statutory Maternity Allowance (SMA) which is payable by the government.

SMP is paid for up to 26 weeks with the first six weeks at 90% of normal pay and the rest at the standard rate of SMP or 90% of normal pay if this is less than the standard rate.

Bereavement Leave

Absences from work during a normal working day due to a death in the immediate family will qualify for normal pay for a maximum of 3 working days.

“Immediate family” includes partner, children, parents, parents-in-law, grandparents, grand-children, brothers and sisters. Circumstances outside those detailed above are dealt with at the discretion of the Managing Director.

Leave for Other Reasons

In exceptional circumstances, at the discretion of the Directors, leave may be granted, with or without pay, for other personal reasons.

10. SICKNESS ABSENCE

Introduction

Where absences from work are due to sickness, injury or contact with a contagious disease, there is no Company Sick Pay Scheme in operation and employees, if they qualify, will only be paid Statutory Sick Pay (SSP).

Notification of Absence

Employees absent from work as a result of sickness, injury or contact with a contagious disease or for any other reason, MUST telephone the Company on the first day of absence, not later than 10.30 a.m. If your Line Manager is not available they should speak to an appointed person responsible to your Line Manager. Messages must not be left with colleagues.

The reason for non-attendance and the expected duration of absence should be stated.

Self-Certification

In cases of absence resulting from sickness or injury lasting between one and seven days, a self-certification form must be completed or produced (if provided by the employee’s GP) on the first day of return to work. The self-certification form should be given to your Line Manager or his appointed representative.

Doctor's Certificate

After seven consecutive days of absence as a result of sickness or injury a Doctor's Certificate is required. The certificate should be sent, without delay by first class post, to Head Office with a covering letter stating the expected duration of absence (if known).

Medical Advice

Medical advice should be sought for instances of sickness or injury or when in contact with a contagious disease. Employees are expected to see a doctor if absences, for such reasons, are likely to extend beyond seven days.

During any period of absence due to medical reasons, employees may be required to consult a doctor and obtain a medical certificate (other than the self-certification certificate mentioned above) for any day or days of absence. If payment is required by the doctor to provide such a certificate the employee will be reimbursed. If it is necessary to contact an employee's doctor, prior permission will be requested from the employee and he will be informed of his rights in respect of medical reports as required by the Access to Medical Reports Act 1988. Additionally the Company reserves the right to require an employee to be medically examined by a doctor retained by the Company.

Statutory Sick Pay (SSP)

Statutory Sick Pay is a legal right payable for up to twenty-eight weeks in any one year or for twenty-eight consecutive weeks which overlap a tax year. Only days normally worked, as specified in the Contract of Employment, qualify for SSP. These are called "qualifying days". The first three qualifying days of any period of incapacity for work (PIW) due to sickness, injury or any relevant condition, are called "waiting days" and no SSP will be due. A PIW must be at least four consecutive days. Although SSP is not payable for non-working days, such days count towards the formation of PIW. Once twenty-eight weeks of SSP has been exhausted in any one year or any one

single period which overlaps the end of a tax year, sickness benefit due must be claimed from the relevant Government Agency.

In their own interest employees should acquaint themselves with the current rules for claiming benefit once SSP is exhausted or if for any reason they are excluded from payments.

Fraudulent Practice

Any false statement made on a self-certification form, or any other form of advice, regarding absence due to medical incapacity or contact with a contagious disease may lead to investigation and/or prosecution.

The Company may take disciplinary action if an employee is suspected of falsifying sickness information.

Absence for Routine Medical Appointments

If it is **necessary** to take time off work for non-urgent medical or dental appointments, prior permission must be obtained from your Line Manager.

It is preferable that non-urgent medical appointments are made outside of normal working hours.

Repeated, Prolonged or Unexplained Absences

Repeated or prolonged absences of any kind or unsatisfactory explanations of absences will be investigated and could result in disciplinary action.

The ultimate sanction is dismissal (see Disciplinary Rules and Procedures, below).

Prolonged sickness absence may result in termination of employment although sympathetic consideration would be given to re-employment at a later date.

11. HEALTH, SAFETY AND WELFARE

Introduction

Every employer has a duty to ensure the health, safety and welfare at work of all his employees as far as is reasonably practicable. It is also the duty of every employee to take reasonable care of the health, safety and welfare of himself and of other persons who may be affected by his acts or omissions at work, and to co-operate with the employer so far as is necessary to enable the duty of the employer to be performed or complied with. This is a fundamental obligation of all employees. Contravention of this could result in summary dismissal.

Policy Statement

The Company considers the Health and Safety at work of all its employees to be a major priority, consequently the promotion of Health & Safety is a primary objective of the Company.

We ensure that all our employees perform their duties professionally and without undue risk to their health and safety by providing a work environment that is safe and practical, providing suitable systems and methods of work, relevant training and supervision and the necessary equipment and protective clothing.

The Company requires its employees to take a mature and intelligent attitude towards health and safety and do all that they can to minimise the possibility of the occurrence of an accident or incident.

General

The Health & Safety at Work Regulations requires the Employer to provide employees and self employed persons with comprehensive information with regard to Company activities.

The Company will provide information, which will include the following:

- Details regarding safe methods of work
- Any risks to Health & Safety identified by the applicable risk assessment
- The preventative and protective measures in place to control these risks
- A contact name and telephone number in case of emergency

All employees should use common sense with respect to Health & Safety at work. Health and Safety Training is provided by the Company and is mandatory. Health & Safety Training will be organised following initial induction.

Full details regarding Health & Safety Procedures can be found in the Company Health & Safety Policy Manual.

Protective Clothing

Protective clothing is provided by the Company for use by employees and must be worn at all relevant times.

Incident Reporting and Investigation (RIDDOR)

This section outlines the procedures which are to be adopted when any employee, visitor or contractor experiences an accident, near-miss or dangerous occurrence whilst on the Company's premises or on customer's premises during the course of their employment.

Brief definitions and examples of an accident and near-miss are given below.

Accident – *An unplanned event which causes injury to persons or damage to property, or a combination of both.*

Examples: 1. a fall resulting in a fracture 2. The incorrect operation of machinery which leads to injury.

Near-Miss - *An unplanned event which does not cause injury to persons or damage to property, but could do so.*

Examples: 1. items falling near to personnel 2. short circuits on electrical equipment

All accidents must be reported to the Company Management and recorded in the Accident Book.

All near-misses must also be reported to the Company Management as soon as possible so that action can be taken to investigate and to prevent recurrence.

RIDDOR Reporting

All Employers self-employed persons, or someone in control of work premises, have legal duties under RIDDOR that require them to report and record some work-related accidents by the quickest means possible.

Reportable instances are:

Deaths - Major injuries – Diseases - Over Three Day Injuries - Near Misses

Examples of Reportable major injuries are:

- fracture, other than to fingers, thumbs and toes;
- amputation;
- dislocation of the shoulder, hip, knee or spine;
- loss of sight (temporary or permanent);
- chemical or hot metal burn to the eye or any penetrating injury to the eye;
- injury resulting from an electric shock or electrical burn leading to unconsciousness, or requiring resuscitation or admittance to hospital for more than 24 hours;
- any other injury: leading to hypothermia, heat-induced illness or unconsciousness; or requiring resuscitation; or requiring admittance to hospital for more than 24 hours;
- unconsciousness caused by asphyxia or exposure to harmful substance or biological agent;

- acute illness requiring medical treatment, or loss of consciousness arising from absorption of any substance by inhalation, ingestion or through the skin;
- acute illness requiring medical treatment where there is reason to believe that this resulted from exposure to a biological agent or its toxins or infected material.

Examples of Reportable diseases include:

- certain poisonings;
- some skin diseases such as occupational dermatitis, skin cancer, chrome ulcer, oil folliculitis/acne;
- lung diseases including: occupational asthma, farmer's lung, pneumoconiosis, asbestosis, mesothelioma;
- infections such as: leptospirosis; hepatitis; tuberculosis; anthrax; legionellosis and tetanus;
- other conditions such as: occupational cancer; certain musculoskeletal disorders; decompression illness and hand-arm vibration syndrome.

Reportable dangerous occurrences (near misses)

If something happens which does not result in a reportable injury, but which clearly could have done, then it may be a dangerous occurrence which must be reported immediately.

Examples of Reportable dangerous occurrences are:

- collapse, overturning or failure of lifting equipment;
- plant or equipment coming into contact with overhead power lines;
- electrical short circuit or overload causing fire or explosion;
- any unintentional explosion, misfire, failure of demolition to cause the intended collapse, projection of material beyond a

site boundary, injury caused by an explosion: accidental release of a biological agent likely to cause severe human illness;

- a dangerous substance being conveyed by road is involved in a fire or released;
- explosion or fire causing suspension of normal work for over 24 hours;
- sudden, uncontrolled release in a building of: 100 kg or more of flammable liquid; 10 kg of flammable liquid above its boiling point; 10 kg or more of flammable gas; or of 500 kg of these substances if the release is in the open air;
- accidental release of any substance which may damage health.

Over Seven Day Injuries

Injuries sustained by employees that result in seven or more days' absence must be reported to the Health & Safety Executive.

The enforcing authority can be notified by telephoning the Incident Contact Centre on 0845 300 99 23.

12. GENERAL RULES

Time Keeping: Good time-keeping is essential for all employees. Management permission is **always** required for late arrival or early departure.

Confidentiality: Employees are required to keep confidential the affairs of the Company and any Company, firm or person with whom the Company may be in commercial co-operation or association. Such undertaking is binding during the period of employment and employment is strictly conditional on non-disclosure of information to any unauthorised person.

Smoking: Section 2(2)(e) of the Health and Safety at Work Act 1974 places a duty on employers to provide a safe and healthy working environment.

Section 2(2) of the Health Act 2006 prohibits smoking in all public premises including workplaces and vehicles. The Company therefore operates a no smoking policy on its premises.

Alcohol: Unless it is formally approved by your Line Manager or Managing Director, employees may not consume alcohol during normal working hours nor should they be incapable of work through the consumption of alcohol.

Alcohol must not be consumed in any situation where as a consequence, the safety of the individual, colleagues or visitors is put at risk.

Alcohol must not be consumed in excess or in sufficient quantities to impinge on the exercise of any individual's duties when on Company business outside normal working hours, for example when involved in functions or in providing hospitality.

Employees are not obliged to work with anyone they consider to be incapable through the consumption of alcohol and should immediately report the matter to your Line Manager.

Employees who are incapable of working through the consumption of alcohol should be immediately removed from duty and the matter reported to your Line Manager.

Employees will be held to be contributory negligent in the event that whilst on Company business they cause an accident or damages to anyone or anything, and that the incident occurred due to the Employee's consumption of alcohol.

Employees who are unfit or otherwise incapable for work through the consumption of alcohol will be liable for disciplinary action, may be found guilty of gross misconduct, and may face summary dismissal.

Drugs: No non-prescription drugs are allowed to be consumed in or brought onto company premises, land or vehicles at any time by any person irrespective of their status in, or business with, the Company.

The prohibition of non-prescription drugs extends to all activities carried out by staff whilst they are at work. These activities include but are not restricted to driving on company business, when on call or standby duties or when on trips for company business, training or social events.

Disciplinary Action: A breach of these rules will be defined as gross misconduct and it is likely that the employee in question will face summary dismissal.

Equality, Diversity & Discrimination: (See also separate Recol Equality Policy)

The Company is committed to achieving a working environment which provides equality of opportunity and freedom from unlawful discrimination on the grounds of race, colour, nationality, ethnic origin, gender, marital status, disability, religious beliefs, age or sexual orientation.

The Company is committed to actively opposing all forms of discrimination.

All employees, subcontractors and agents of the Company are required to act in a way that does not subject any other employees or clients to direct or indirect discrimination on the grounds of race, colour, nationality, ethnic origin, gender, marital status, disability, religion, age or sexual orientation.

Disciplinary Action: Employees may be held independently and individually liable for their discriminatory acts by an Employment Tribunal and ordered to pay compensation to the person who has suffered as a result of discriminatory acts.

Harassment: The Company regards harassment as a form of discrimination.

Harassment is unwanted conduct which violates a person's dignity or

creates an intimidating, hostile, degrading, humiliating or offensive environment. It may be on the grounds of sex, race, disability, sexual orientation, religion or beliefs, age or gender reassignment. This list should be considered non-exhaustive, and harassment or bullying on any grounds will not be tolerated by the Company.

Loss or damage to personal property: The Company cannot accept responsibility for the loss of personal effects, including cash, or damage to personal property that may occur on its premises.

Music Systems / Mobile Phones / Hand Held Electronic Games: The use of radios, ipods, iphones, mobile phones, Blackberrys, televisions, computer games is not permitted during working hours.

Fire Procedure: Employees should familiarise themselves with the locations of fire exits, fire assembly points and fire extinguishers.

On discovering a fire: Immediately operate the nearest fire alarm call point, to alert anyone in the vicinity

Attack the fire, if possible, with the appliances provided, but without taking personal risks.

On hearing the alarm: Leave the building and report to the person in charge of the assembly point. A senior member of staff will ensure that the Fire Brigade is called and that all persons have left the premises.

USE THE NEAREST AVAILABLE EXIT

DO NOT STOP TO COLLECT PERSONAL BELONGINGS

DO NOT RE-ENTER THE BUILDING

13. DISCIPLINARY RULES AND PROCEDURE

Introduction: Employees have the right to be informed of the Company's disciplinary rules and procedure. This section is intended as a guide to employees on the procedure for dealing with disciplinary matters.

The aim of this procedure is to guide employees on the standards of discipline expected and how they should be maintained. Its purpose is to ensure that all employees are dealt with equally and fairly and

that opportunities for improvement are provided in all but those rare instances where continuance in employment is impossible.

Rules and Application

The following are some examples of types of conduct that will normally be addressed through implementation of the Company's disciplinary procedure:

Unsatisfactory work performance;

Breaches of company policies and procedures (See attached List – Annex 1);

Inappropriate behaviour (e.g. fighting, drunkenness, etc.);

Bullying, harassment or victimisation;

Discrimination on the grounds of race, sex, sexual orientation, religion, disability, age, gender reassignment, marital status or ethnic origin;

Persistent lateness or poor timekeeping;

Unacceptable levels of absence, especially when unauthorised;

Serious or repeated failure to follow reasonable requests or instructions;

Abuse, misuse or neglect of company property or facilities;

Use of company facilities and equipment for personal reasons, during work time e.g. company email, telephones and internet access.

The disciplinary procedure does not apply to:-

Termination of employment during or at the end of a new employee's probationary period (including any extended probationary period); or

Termination of employment by reason of redundancy; or

Termination of employment by mutual consent

Where time limits are referred to in this procedure, they may be shortened or extended by mutual consent.

Disciplinary matters will be handled with as high a degree of

confidentiality as is practicable, particularly when the issue is of a sensitive nature.

Confidential records of disciplinary matters will be kept in the employee's personnel file in accordance with Data Protection legislation. Copies of meeting notes will be provided to the employee, although the Company reserves the right to withhold certain information (e.g. to protect a witness).

The Company reserves the right to suspend an employee from work on full pay, normally for no more than five working days, while a disciplinary offence is investigated. Employees will be advised if the suspension is likely to last longer than five working days. Suspension on full pay is not regarded by the Company as disciplinary action.

The Company reserves the right to monitor employees' activities including telephone calls, email messages and internet use at any time, whether as part of a disciplinary investigation or otherwise. Employees should therefore not consider such activities and methods of communication to be confidential when conducted at work.

The Company reserves the right to search an employee's desk, bags, pockets, vehicle or other company property or personal possessions where such action is considered necessary in the opinion of the Company. A search will only be carried out by an appropriate person in the presence of a witness and employees may request the presence of a work colleague.

Disciplinary Procedure-Steps:

Informal Discussion with Employee:

In the first instance, the Company will try to resolve disciplinary issues informally by way of informal discussion with the employee.

The employee who, it is thought, has transgressed will be counselled by his Manager. The incident will be discussed and if the offence is substantiated he will receive an informal verbal warning. The aim at

this stage is to allow the individual every opportunity to improve his record and performance.

Generally, cases of minor misconduct and/or unsatisfactory performance are dealt with informally. However, if the informal action does not provide a solution to the problem or if the disciplinary issue is too serious to be dealt with informally then the formal disciplinary procedure will be followed.

Formal Disciplinary Procedure:

The stages of the formal disciplinary procedure are:

Stage 1 – Improvement note for unsatisfactory performance or first written warning for misconduct.

The Improvement note for *unsatisfactory performance* is a written letter to the employee setting out the performance problem, the improvement that is required, the time-scale and will also include details of any help that may be given following discussion with the employee. The employee will be advised that this constitutes the first stage of the formal procedure. A record of the improvement note will be kept for 12 months, subject to achieving and sustaining satisfactory performance.

The first warning for *misconduct* is a written warning to the employee setting out the nature of the misconduct and the change in behaviour required and the right to appeal. The warning will also inform the employee that a final written warning will be considered if there is no satisfactory improvement. A record of the warning will be kept for 12 months.

Stage 2 – Final written warning

If the offence is sufficiently serious, or there is a failure to improve during the time-scale of a prior warning, a final written warning may be given. This will give details of the complaint, the improvement required and the time-scale. It will also warn that failure to improve

may lead to action under Stage 3 and will refer to the right of appeal. A copy of this written warning will be kept on file and will be disregarded for disciplinary purposes after 12 months subject to achieving satisfactory conduct/performance.

Stage 3 – Dismissal (or other penalty)

If there is still further misconduct or failure to improve performance the final step in the procedure may be dismissal or some other action short of dismissal such as demotion or disciplinary suspension. The employee will be provided with, in writing, the reasons for dismissal, the date on which the employment will terminate, and their rights of appeal, as soon as reasonably practicable.

During formal disciplinary procedures the Company will first conduct a careful investigation of the alleged matter. If the Company concludes that there is a disciplinary case to answer, the Company will notify the employee of this in writing. This notification will contain information about the alleged disciplinary matter and it also provides details of the time and venue for the disciplinary meeting.

If the employee is unable to attend the disciplinary hearing at the agreed time, the employer shall offer an alternative reasonable time and date. If the employee fails to attend on the rearranged date, the employer is free to decide upon the matter. The employer will have to inform the employee about such a decision in writing.

If the employer is unable to attend the hearing, such a delay should be conveyed to the employee at the earliest opportunity and a reasonable alternative should be provided to the employee.

Gross Misconduct:

In the event that an employee commits an act of gross misconduct, the Company is entitled to summarily terminate the employee's contract of employment without notice or pay in lieu of notice.

The following non-exhaustive list gives examples of offences that the Company will normally regard as gross misconduct:-

Theft, fraud, dishonesty or deliberate falsification of records;

Fighting, assault or other violent behaviour;

Deliberate damage to, or misuse of, company property;

Deliberate use of internet and/or email to access or distribute material of a pornographic, offensive, obscene or inappropriate nature;

Incapability at work due to the effect of alcohol or drugs;

Possession, custody or control of illegal drugs on company premises;

Possession, custody or control of a fire-arm on Company premises;

Possession, custody or control of an offensive weapon on Company premises;

Serious breach of the Company's rules, policies and procedures;

Serious negligence which causes loss, damage or injury;

Conviction of a criminal offence that is relevant to the employee's employment with the Company and renders them unsuitable for their work;

Conduct likely to bring the Company's name into disrepute;

Bullying, harassment, victimisation or discrimination;

Serious acts of insubordination;

Attempts to black-mail, bribe or corrupt.

Appeal:

Employees have the right to appeal against any formal disciplinary action. An appeal should be made in writing within 5 working days of the disciplinary decision.

An appeal meeting will be arranged and the outcome confirmed in writing within 5 working days of the meeting.

Where possible, the appeal will be handled by a different (preferably more senior) manager than the one involved in the disciplinary hearing. However, where this is not practicable, the same manager may handle both the disciplinary and the appeal meetings and he/she will act as impartially as possible. Decisions made at this stage will be final. There is no further right of internal appeal.

If the appeal fails the dismissal will take effect from the original date. If the appeal is successful, the individual will be reinstated and service with the Company will be unbroken.

Employees may be accompanied by another employee if they so wish.

NOTE: The right not to be unfairly dismissed is a statutory right. Employees who commenced employment before 6th April 2012 qualify for this right after serving one year's continuous service. Employees who were engaged on or after 6th April 2012 only acquire this right after two years.

In the case of misconduct by employees with less than 2 years' service, Recol reserve the right to omit stages of the above procedure as appropriate.

14. GRIEVANCE PROCEDURE

Introduction: The Company recognises that employees will have complaints and grievances from time to time and on the occasions when they cannot be reconciled amicably at an early stage, there is a need to give the employees the opportunity to seek redress.

The grievance procedure enables the Company to ensure that any problems, complaints or concerns raised by employees are dealt with

in a fair, timely and consistent manner. If an employee has a grievance or complaint regarding:

- their work, working conditions, pay and benefits, working hours; or
- discrimination on the grounds of race, sex, sexual orientation, religion, disability, age, gender reassignment, marital status or ethnic origin; or
- treatment by colleagues including harassment and bullying, or
- If they are concerned about their health and safety or a breach of statutory employment rights; or any other issue affecting their employment it should be raised in line with this procedure.

Informal Procedure

Employees should, where possible, discuss the grievance or complaint with their immediate manager on an informal basis first. The manager will discuss any concerns with the employee and attempt to resolve the matter within a reasonable timescale.

Where it is not possible for the employee to talk to their immediate manager, or if the grievance concerns him or her, the employee should instead talk to the next most senior person.

Where the informal procedure is used, both parties should keep a written record of the meeting including what was discussed and any proposed action.

If the grievance has not been resolved or cannot be settled informally, the matter should be dealt with according to the formal grievance procedure.

Formal Grievance Procedure

Stage 1 – Written Statement

The aggrieved employee must first send a written statement detailing the nature of the grievance to your Line Manager. Where it is your Line Manager **who is the subject of the Grievance, the employee**

should instead send the written statement to another manager of equal or greater seniority, where possible.

Stage 2 – Grievance Meeting

Upon receiving the written statement the **Manager** will arrange for a formal meeting to be held in order to discuss the grievance. The formal meeting will be held without unreasonable delay and usually no longer than 5 working days after the Grievance is received.

The employee, following a reasonable request, has the right to be accompanied at any meeting concerning the grievance, by a colleague.

The companion shall be allowed to support the employee's case and confer with the employee during the meeting.

The companion shall not answer questions on behalf of the employee, address the meeting without the employee's consent or prevent the Manager from explaining their case.

The Manager, employee and their companion shall make every effort to attend the meeting.

If an investigation of the matter is required then the meeting should be adjourned to a later date before a decision is taken about how to deal with the employee's grievance.

Following the meeting and investigation, the Manager, without unreasonable delay, shall:

Send to the employee the decision and the action intended to resolve the grievance; and

Inform the employee in writing of their right to appeal if they are not satisfied with the action taken.

Stage 3 - Appeal

If the employee feels the grievance has not been satisfactorily resolved, he/she has the right to appeal. The request for an appeal should be submitted to the Manager in writing within 5 working days

of receipt of written confirmation of the outcome of the formal grievance procedure. The written request for an appeal must also state the grounds for the appeal.

The Manager will arrange a meeting to discuss the appeal within a reasonable time of receiving the request for an appeal. The employee will be informed of the time and place of the appeal in advance.

The appeal will be dealt with impartially and wherever possible will be chaired by a manager who has not previously been involved in the case and of increased seniority than the one who dealt with the original grievance.

The employee has the right to be accompanied at the appeal meeting by a colleague.

The outcome of the appeal meeting shall be communicated to the employee in writing within 5 working days. Decisions made at this point are final and the grievance procedure is concluded.

Confidentiality

Grievances will be handled with as high a degree of confidentiality as is practicable.

Confidential records of the grievance will be kept in the employee's personnel file in accordance with Data Protection legislation. Copies of meeting notes will be provided to the employee, although the Company reserves the right to withhold certain information (e.g. to protect a witness).

15. TERMINATION OF EMPLOYMENT

Notice Period By Employee – Unless otherwise provided for in individual contracts:

One calendar month's notice in writing to your Line Manager

Notice Period By Employer

Length of Service

Notice Period

Up to 5 years

One Calendar Month

Over 5 & Up to 12 years

One week for each completed year of service up to a maximum of 12 weeks

At retirement date, the possibility of continued employment is discussed with the employee.

Termination Interview

Where possible, employees will have a final interview with your Line Manager. At this interview, final pay and its accuracy will be confirmed. Any other outstanding matter such as return of keys, Company car, laptop computer, mobile telephone, fax machine, Company credit card, etc. will also be discussed. Constructive comments are encouraged and will be welcomed.

ANNEX 1

EMPLOYMENT POLICIES - October 2017

| Number | Policy Title |
|---------------|--|
| 1 | Equality opportunity policy |
| 2 | Disciplinary policy |
| 3 | Grievance policy |
| 4 | Maternity leave policy |
| 5 | Parental Leave and family emergency policy |
| 6 | Paternity leave policy |
| 7 | Share parental leave policy |
| 8 | Sickness and absence policy |
| 9 | Leave of absence policy |
| 10 | Domestic emergency policy |
| 11 | Holiday policy |
| 12 | Dress policy |
| 13 | Flexible working policy |
| 14 | Lone working policy |
| 15 | Suspension policy |
| 16 | Redundancy policy |
| 17 | Dignity at work policy |
| 18 | Time keeping policy |
| 19 | No smoking policy |
| 20 | Alcohol policy |
| 21 | Drugs policy |
| 22 | Social media policy |
| 23 | Computer and Telephone use policy |
| 24 | Clear desk policy |
| 25 | CCTV policy |
| 26 | Resignation policy |
| 27 | Capability policy |
| 28 | Anti-bribery and corruption policy |
| 29 | Data protection policy |
| 30 | Severe weather and disruption to public transport policy |
| 31 | Receipts of gifts policy |
| 32 | Whistleblowing and public interest policy |
| 33 | Medical examinations policy |
| 34 | Personal relationships at work policy |

