

ADDITIONAL DISCLOSED MATERIAL

Schedule 9g

THE CONTRACT PLAN

APPENDIX 4 (NSL Handbook of Employment)





**NSL Limited**

**HANDBOOK OF EMPLOYMENT**

'To be the No.1 provider wherever we deliver services'



**S E R V I C E**

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## Welcome to NSL Limited

You are joining a Company with a mission to anticipate and respond positively to the needs of customers and which recognises its greatest asset – its colleagues. We are committed to ensuring that all colleagues are valued and treated with dignity and respect while at work, and to creating positive working relationships.

NSL Limited is owned by 3i, an exciting and rapidly growing venture capitalist Company, and we are confident you will be proud to be a vital part of it. We are the largest On-Street enforcement company in the UK and include the growing business areas Challenger which is our bussing operation, Interline Aviation Services, our civil enforcement operation, TASK and our public realm and urban design consultancy, Project Centre Limited ('PCL').

At NSL Limited we aim to ***'inspire people to deliver services that support our communities and improves the environment'***.

Our corporate **Vision** is ***'to be the No.1 provider wherever we deliver services'***. Our **Values** or beliefs can be remembered by the acronym ***'SERVICE'***.



### **Supporting Teamwork**

- *We work as one Company*
- *We work together to a common goal, helping one another to ensure delivery*

### **Ethical**

- *We are honest and open in all that we do*
- *We are consistent with accepted standards and adopt the principles of right or good conduct*

### **Respectful**

- *We are reliable, deliver on our promises, and take personal accountability*
- *We recognise and celebrate success*

### **Valuing Diversity**

- *We work within a team and show respect and dignity towards each other*
- *We ensure the promotion of equal opportunity and embrace a diverse workforce*

### **Integrity**

- *We treat our customers in the same way we would like to be treated in a similar situation*
- *We ensure that opinions and decisions are based on facts and not assumptions*

### **Continuously Improving**

- *We do what we do well, we learn, then we do it better*
- *We are flexible and adapt positively to changing client and business needs*

### **Expertise**

- *We understand our market and our colleagues' needs. We know what is expected of us*
- *We are recognised as a reliable source of knowledge and skill*

Developing a high performance customer focused organisation made up of a motivated, stable, skilled and knowledgeable workforce, acting as a team, is one of the most important elements of a successful company. At NSL Limited we work together and support one another to develop their full potential and to deliver on the Company's five **Goals** which will ensure the continued growth and success of our business.

- ***We exceed customers' and clients' expectations***
- ***We attract, develop and retain talented people***
- ***We embrace diversity, communicate openly and support all***
- ***We take the best practices and innovate to make them better***
- ***We grow and diversify our business in a sustainable fashion***

By adopting the common values and striving to deliver on our Goals and Values, we look forward to working with you and to your contribution to continue to make NSL Limited the recognised leader in parking enforcement and transport solutions.

## **Introduction**

When people are working together as a community, there must be clear standards of conduct so that the organisation can run smoothly and in the best interests of everyone. Some parts of this booklet contain formal rules and procedures. We do not wish to appear rigid, but the nature of our work requires such detail and clarity.

In joining NSL Limited it is understood that you accept these rules as part of your conditions of employment. Colleagues who disregard them can cause disruption to colleagues and the Company and therefore render themselves liable to disciplinary action.

Your Manager will explain your duties and responsibilities and answer any questions about your employment. You will work as a member of a team and this may involve you in duties other than those for which you are primarily employed.

It is expected that you will become familiar with the job descriptions and/or manuals that are relevant for the position which you hold and that you will perform the whole job using the prescribed methods.

Throughout the document, reflecting our views on inclusion, we refer to our employees as '*colleagues*'.

### **Your basic responsibilities are to:**

- work efficiently, conscientiously and safely
- produce work to the required standards and procedures, maintain our high quality of customer service and be patient with and courteous to customers at all times
- carry out all reasonable duties and instructions
- follow all rules and regulations relating to your employment and health and safety at work
- care for, and refrain from interfering with, any property belonging to the Company and visitors.

The handbook is divided into two sections:

### **Part One - Terms and Conditions of Employment**

### **Part Two - General information for colleagues of NSL Limited.**

The contents of this booklet apply generally to all colleagues except where they are expressly excluded. Any special conditions which concern your employment, or which may override those in this handbook, will be notified to you separately in writing.

Should you have any queries regarding the contents, please raise the matter with your immediate Manager.

There are a number of Company policies which also apply to every colleague unless they are covered by historical or collective agreements. These are updated regularly and can be viewed on the Company's Intranet, 'Cascade'.

## Part One – Terms and Conditions of Employment

### Absence

#### Absence reporting

If you have to stay away from work for any reason, you must advise your Manager of this at the earliest opportunity but at least one hour before your shift is due to begin on the first day of absence. If possible, give an indication of how long you expect to be away from work. Please do this personally by telephone, but if you cannot, ask someone to do so on your behalf and tell this person whom to contact. If your absence is likely to be for a lengthy period, please keep in regular contact with your Manager.

#### Absence certification

If your absence is because of illness or injury you should inform your Manager as to whether you are consulting your GP and if your condition is a result of a work-related injury or illness.

#### Summary of reporting requirements and sickness payments

	Reporting Procedure for all absences	Length of absence								
		Less than 3 days			4 to 7 days			More than 7 days		
	At least one hour before start time (by phone)	Self certificate	Statutory Sick Pay	Company Sick Pay	Self certificate	Statutory Sick Pay	Company Sick Pay	Doctor's certificate (MED 3)	Statutory Sick Pay	Company Sick Pay
Managers	✓	-	-	✓	✓	✓	✓	✓	✓	✓
Staff	✓	-	-	✓	✓	✓	✓	✓	✓	✓
other colleagues	✓	-	-	-	✓	✓	✓	✓	✓	✓

#### Absence over three days

For a period of absence due to illness or injury that exceeds three calendar days, but does not exceed seven calendar days calculated from the first day of sickness, (which is not necessarily the first day of absence from work), a form entitled 'NSL Limited Self Certification of Sickness' should be completed with details of the illness covering all seven days. It must be delivered to your manager by the eighth calendar day. Further medical statements (MED 3) must be provided regularly to cover the complete period of absence. On return to work after an absence of more than seven calendar days, please provide a medical clearance statement, unless the previous statement gives the date on which you may resume your duties. Only original certificates are acceptable. Copies which may be provided as an interim measure must be followed up by an original for absence to be considered to be legitimate.

#### Pay during absence

You are not normally entitled to be paid wages/salary or Company Sick Pay for the first three days of any absence from work, except in the case of ante-natal care unless detailed otherwise in your Principal Statement of Employment Particulars. However, if your absence is due to illness or injury you may qualify for statutory sick pay following 'three waiting days'.

It is essential that you arrange to provide particular documents for each period of sickness in excess of three days so that you will continue to receive your entitlements.

If you are under suspension on pay pending an investigation or disciplinary action, any entitlements to Company sick pay are suspended until the matter has been satisfactorily concluded. Entitlement to statutory sick pay remains in place.

## **Compliance**

Failure to comply with the rules and procedures outlined above may result in actions being taken under the disciplinary procedure. The Company reserves the right to terminate employment in these circumstances or to withhold payment of entitlement to benefits under the sick pay scheme.

## **Frequent absences**

Frequent absences caused by periods of sickness of less than seven days (for which Doctors' certificates are not normally required) are not acceptable and where such a situation is identified it will be dealt with under the disciplinary procedure. The requirement for the individual concerned to provide self-certification of sickness certificates may be extended to include the first three days of sickness and entitlements to Company sickness benefits may be suspended. Management may require that the colleague concerned be examined by a doctor appointed by the Company.

## **Notification of absence and sickness**

During the period of employment before qualifying for benefits under the Company sick pay scheme, or when entitlement to benefit under the scheme has been suspended, or the benefit period has expired, you must still comply with the rules concerning notification of periods of sickness and produce certificates supporting periods of four or more days.

## **Non work-related accidents/injuries**

Where absence results from personal accident or injury, and the responsibility for that accident or injury rests with a third party, and it is possible to reclaim loss of earnings you must make all necessary claims for loss and advise the Company of the result of the claim. In the event of a successful claim you will be required to refund all Company sickness benefit which you have received. Pending the settlement of a claim for loss of earnings, payment of sickness benefit will be made in the form of a loan repayable on settlement of the claim.

## **Criminal injury claims**

If your injury is the result of a crime of violence you should make a claim to the Criminal Injuries Compensation Board and you will be required, if your claim is successful, to repay any Company sick pay which you have received.

## **Legal assistance with injury claims against a third party**

In cases of accident and injury, occurring in the course of your work and where the responsibility for that accident or injury rests with a third party, management will consider providing legal assistance to prosecute the third party in the criminal and/or civil courts, on the understanding that any costs incurred by the Company will be reimbursed by you out of any costs awarded to you by the Court.

## **Sickness during working hours**

Where you attend work and subsequently become unwell and leave work, payment will be made only for work done. Your immediate manager must be informed before you leave your place of work.

## **Statutory sickness payments**

Most colleagues will qualify for entitlement to Statutory Sickness Payments ('SSP') under the rules laid down by the Department of Social Security, full details of which can be obtained from the Department of Social Security ('DSS').

Payments of SSP will be made through the payroll system and where possible, the payment of SSP for any day or days of sickness which qualify for payment will be paid on the normal pay day. Payments of SSP are regarded as being part of your earnings and tax and National Insurance contributions are deductible as appropriate.

## **Company Sick Pay Scheme**

The normal rules relating to notification of sickness apply and so do the penalties for failure to observe the rules, as set out above.

Entitlement to Company Sick Pay commences only after the completion of six months' continuous service and is normally payable only after the first three days of any absence unless detailed otherwise in your Principal Statement of Employment Particulars or offer letter.

Any sick pay will be subject to deduction of any statutory benefits.

## **Reduced National Insurance contributions**

Married women who have chosen to pay a reduced contribution will, nevertheless, be treated as if they were paying the full contribution for the purposes of assessing state sickness benefit but it will be assumed that persons over state pension age do not receive any benefits.

## **Benefits available under the Company Sick Pay Scheme are:**

<b>Length of Service</b>	<b>Maximum duration in any sick pay year</b>
Less than 6 months	Nil
Over 6 months up to 2 years	3 weeks (15 working days) full pay
Over 2 years up to 5 years	6 weeks (30 working days) full pay
Over 5 years up to 8 years	9 weeks (45 working days) full pay
Over 8 years	12 weeks (60 working days) full pay

## **'Rolling' twelve months sick pay year**

Any absences that qualified for Company sick pay in the twelve months before your current absence are deducted from your entitlement.

Where your sick pay entitlement has been exhausted, a period of twelve months commencing from the last day of sick pay is required before you re-qualify for any additional payment.

(NB: The periods of sickness benefit stated above should not be taken to imply that the employment of anyone who is off sick will be maintained until entitlement to sickness benefit has been exhausted. The Company reserves the right to terminate employment in cases of excessive sickness absence and/or where the nature of the sickness is incompatible with the type of work you are required to perform, although in the latter event an endeavour will be made to find an alternative job within the Company.)

## **Compassionate leave**

In general, compassionate leave is only available for matters involving a colleague's immediate family (normally wife, husband, long-term partner, children, parents, brother or sister). Documentary evidence may be required.

In the event of the death of any of the above or of any other relative actually living with a colleague at the time of their death, and where the colleague is responsible for making the funeral arrangements, the Company will allow three days' paid leave, (one of which will be the day of the funeral or cremation).

Other relative or close friend, one day's paid leave for attendance at the funeral/cremation.

Additional unpaid leave may be agreed by your immediate manager.

### **Calculation of sick pay**

Payment for each day of sickness will be based on the number of hours the colleague would have worked on the day, including any scheduled overtime, and paid at the basic rate of pay less the amount of Statutory Sick Pay or State Sickness Benefit.

### **Doctor's, Dentist's, Optician's and Hospital appointments**

Whenever possible, appointments with a doctor, dentist, optician or a hospital should be made outside normal working hours. Where this is not possible, appointments may be made during working hours, provided you have prior permission from your Manager. An appointment card may be required to confirm the date and time. Any payment whilst attending must be agreed in advance with your Manager.

### **Leave of absence**

For personal reasons you may wish to take unpaid leave for a limited period. Where unpaid leave is required, you should discuss this with your Manager. Approval may be granted, subject to the needs of the business, for periods of up to five working days in any year. The Manager will confirm the arrangements for unpaid leave to the Payroll Department and Human Resources Department.

If, for good reason, you wish to apply for unpaid leave of absence, you should consult your Manager at the earliest opportunity.

### **Jury service and other public duties**

In each case, please produce documentary evidence of the need for, and the period of, absence. If you are required to serve as a juror you must tell your Manager as soon as possible of the dates you expect to be absent. If you are not required at Court during any part of your period of jury service, you must attend work whenever reasonably practicable.

If you are a Justice of the Peace or a member of a public body such as a local authority, you must tell your Manager as soon as possible the dates that you expect to be absent from work.

If you are on Jury service or other public duties you should claim the maximum compensation for loss of earnings. Your pay will, if necessary, be adjusted later.

### **Military service**

Colleagues may be granted unpaid leave, (not affecting holiday entitlement), of up to a maximum of two weeks per annum to enable those who are members of one of the auxiliary forces to attend annual training camps.

### **Ante-natal care**

A colleague who is pregnant will be allowed reasonable time off work with pay, for antenatal care or treatment. However, except for the first appointment, she must provide the Company with a medical certificate stating that she is pregnant and an appointment card or other evidence.

### **Death in service**

If you are not eligible to be a member of the Company Pension Scheme, a lump sum payment, currently £4,000 may be paid to your nominated beneficiary. Payment will be made at the discretion of the Company and will be dependent upon you having been a colleague with over three years' continuous service at the time of your death and are aged between the 25 and 65.

## **Disciplinary Rules**

From time to time it may be necessary for the Company to take disciplinary action against a colleague for any one of a variety of reasons.

When a disciplinary matter arises, the appropriate Manager will take steps to promptly establish the facts, taking into account statements of any available witnesses. In serious cases the colleague may be suspended, on pay, whilst investigations are completed. The colleague will be told what is alleged, be given the opportunity to state his or her case before any decision is reached and may be accompanied by a fellow colleague or suitably qualified Trade Union Official at the disciplinary hearing.

In the event of a disagreement regarding the disciplinary action, the colleague may appeal against the decision, in writing, within five working days of the disciplinary decision. The appeal will be heard as soon as possible but normally within 14 days of the disputed decision.

### **Scope for disciplinary action**

#### **Misconduct**

The following list provides examples of offences that are normally regarded as misconduct. This list is not exhaustive.

- Unsatisfactory attendance and/or bad Timekeeping
- Minor damage to company property
- Minor breach of the company rules
- Violation of safety practices
- Failure to observe company procedures
- Idling or causing others to idle
- Unsatisfactory workmanship
- Abusive behaviour

#### **Gross misconduct**

The following list is not exhaustive but provides examples of offences, which are normally, regarded as Gross Misconduct.

- Theft or unauthorised possession of property belonging to others or the company
- Fraud, false accounting or deception
- Deliberate falsification of records including fraudulent self certification of absence
- Other criminal offence which affects a colleague's ability to do his or her job satisfactorily
- Physical violence or serious threat of such, fighting, assault on another person
- Serious acts of discourtesy to customers
- Bullying or harassment, sexual or racial discrimination
- Deliberate damage to property
- Incapability whilst on duty due to being under the influence of alcohol or illegal drugs
- Serious negligence which causes or might cause unacceptable loss, damage or injury
- Refusal to carry out a reasonable instruction
- Acts of insubordination
- Unauthorised absence from work for three days or more
- Leaving work during normal working hours without permission
- Misuse of the company's property or name
- Bringing the company into serious disrepute
- Sleeping on duty or during paid breaks
- Deliberately smoking in a prohibited area
- Infringement of health and safety rules
- Loss of driving licence where designated an 'essential car user'
- Breach of confidence (subject to the Public Interest (Disclosure) Act 1998)

- Refusal to submit to search
- Breach of the Hospitality and Gifts code.

## **Equality, Diversity and Equal Opportunities Policy**

NSL Limited is committed to ensuring that the resources and talents of all its colleagues are utilised to the full and that no job applicant or colleague receives less favourable treatment in any aspects of employment and training on the grounds of age, gender, ethnic origin, nationality, colour, religious belief, marital status, sexual orientation, disability or health problem, which cannot be shown to be relevant to the performance of the job.

The Company is committed to equality of opportunity and to the elimination of unlawful discrimination in employment. This policy applies to each colleague irrespective of age, sex, marital status, race, country of origin, religion or disability.

- Opportunities for promotion are open to any appropriately qualified colleague, but a particular transfer or promotion is not guaranteed. The Company will appoint to the position the most suitably qualified person regardless of age, sex, marital status, race or religion.
- Where external appointments are necessary, the Company will seek to attract only the highest quality new staff. All interviews will deal only with the applicant's suitability for the job and their ability to fulfil the job's requirements.
- Equal Opportunity is given to both men and women in recruitment, selection, promotion, training and general employee relations. The criteria for selection are suitability, for example, relevant qualifications and experience, not sex, race or age.
- Standard rates of pay are applicable for the job and only vary in accordance with market rates and levels of responsibility. It is the policy of the Company that all jobholders are paid equally, regardless of sex, race and age.
- All Managers and Supervisors will be trained in the promotion and application of equal opportunities and will as far as reasonably practicable ensure that their staff practice good equal opportunities. Should any practices be found that contradicts the spirit of the Company's Equality, Diversity and Equal Opportunities Policy, it is their responsibility to ensure that any such practices are eradicated.
- Disciplinary action will be taken against any colleague found to be unlawfully discriminating towards prospective or fellow colleagues, customers or visitors.
- The Policy forms part of the Contract of Employment for all colleagues and is therefore legally binding.
- As well as the areas of race and sex discrimination and equal pay, this policy will also apply to harassment, sexual orientation and gender reassignment.
- The Company also operates an internal Grievance Procedure, which allows a colleague who believes that he/she has been treated unfairly by the Company, to express their concerns to the appropriate Manager, with a view to resolving the problem without fear of reprisals.
- Should any person feel that they have been discriminated against or harassed they are advised that they should, in the first instance, instigate the Company's Grievance Procedure and refer the matter to their immediate Supervisor or Manager. Should this not be possible, a member of the Human Resources team should be notified.
- The Human Resources Director is responsible for the Equality, Diversity and Equal Opportunities Policy within NSL Limited and ensuring the policy is revised in accordance with the changes in legislation and social trends pertinent to the service industry.
- The Human Resources Director is also responsible for ensuring that everyone receives the appropriate briefing and training in those practices involving selection decisions, for example, recruitment, promotion and training. This also ensures that every manager is made fully aware of the relevant discrimination laws and behaves in accordance with such legislation in exercising judgement in the selection process.
- All colleagues should follow the letter and spirit of Equality, Diversity and Equal Opportunities.

This policy is distributed throughout the Company and is brought to the attention of all colleagues and is available for viewing on the Company's Intranet, 'Cascade'.



## **Guarantee of employment - Short-time working**

If you have been continuously employed for four weeks or more, you are normally guaranteed paid work for the agreed working hours each week. The guarantee is subject to you being capable of, available for and willing to undertake the work associated with your usual job or reasonable alternative work when your usual work is not available.

This guarantee for paid work will be reduced proportionately or suspended if a shortage of work or other circumstances beyond the Company's control makes short-time working or lay-off necessary. In such a case you will be paid only for attended time. The Company will give one week's notice of any such situation.

## **Holidays**

### **Annual holiday entitlement**

The holiday year runs from 1st April in one year to 31st March in the next.

Paid holiday entitlement is detailed in your Principal Statement of Employment Particulars. The number of days paid holiday that this represents for each of the weeks will equate to the average number of days per week that you normally work.

### **Payment for holidays**

If you work regular working hours, you would be paid what you earn for a normal working week.

If your normal working hours vary from week to week, you would be paid your average hourly rate of pay multiplied by an average of your normal weekly working hours over the previous 12 weeks.

If you have no normal hours you will be paid the average pay you have received over the previous 12 weeks.

Overtime hours are not normal working hours unless your contract fixes a minimum number of hours (in which overtime is included) which is more than your notional fixed hours.

### **Maximum number of days off at any one time**

All holiday dates must have the prior specific agreement of your Manager and it is Company policy that not more than 15 consecutive working days' holiday may be taken at any one time, except in exceptional circumstances by prior arrangement.

Holidays must be requested in writing or by completion of the holiday request form.

### **Carrying forward holidays**

Holiday entitlements cannot normally be carried forward from one year to the next. Any carry forward of a holiday can only be authorised by a Senior Manager of the Company.

### **Entitlement on commencement**

Holidays are calculated on a pro-rata basis dependent on the completion of full calendar months.

For the first six months of service you may only have the holiday that your actual service entitles you to. After six months, holidays may be taken in anticipation of service up to the end of the holiday year.

## Holiday Entitlements

Starters Current Year

Days worked Entitlement Start Date	6 days 30 days	7 days 28days	6 days 24days	5 days 25 days	5 days 20days	4 days 16 days	3days 12days	2 days 8days	1 day 4days
March	0	0	0	0	0	0	0	0	0
February 1st to February 28/29th	2.5	2	2	2	1	1	1	1	0
January 1st to January 31st	5	5	4	5	3	2	2	1	1
December 1st - December 31st	7.5	8	6	7	5	4	3	2	1
November 1st - November 30th	10	10	8	9	7	6	4	3	1
October 1st - October 31st	12.5	13	10	11	8	7	5	4	1
September 1st - September 30th	15	14	12	13	10	8	6	4	2
August 1st - August 31st	17.5	17	14	15	12	9	7	5	2
July 1st - July 31st	20	19	16	17	13	11	8	6	2
June 1st - June 30th	22.5	22	18	19	15	12	9	6	3
May 1st - May 31st	25	24	20	21	17	14	10	7	3
April 2nd - April 30th	27.5	26	22	23	18	15	11	8	3
Up to April & Inc April 1st	30	28	24	25	20	16	12	8	4

## Holiday Entitlements

Leavers Current Year

Service (whole months since April 1st)	6 days 30 days	7 days 28days	6 days 24days	5 days 25 days	5 days 20days	4 days 16 days	3days 12days	2 days 8days	1 day 4days
1 month	2.5	2	2	2	1	1	1	1	0
2 months	5	5	4	5	3	2	2	1	1
3 months	7.5	8	6	7	5	4	3	2	1
4 months	10	10	8	9	7	6	4	3	1
5 months	12.5	13	10	11	8	7	5	4	1
6 months	15	14	12	13	10	8	6	4	2
7 months	17.5	17	14	15	12	9	7	5	2
8 months	20	19	16	17	13	11	8	6	2
9 months	22.5	22	18	19	15	12	9	6	3
10 months	25	24	20	21	17	14	10	7	3
11 months	27.5	26	21	23	18	15	11	8	3

If you join the Company after 1st September, we encourage you to take your holiday entitlement in odd days as successive months of service are completed, or to take unpaid holiday to the extent of your entitlement up to the end of the holiday year, on the understanding that you will be paid for those days at the end of March or when you leave the employment of the Company, whichever occurs first.

### Payment in lieu of holidays

Payments in lieu of holidays will not be made to any colleague other than on the authorisation of a Senior Manager of the Company.

### Entitlement on leaving

In the case of terminations, the date of termination in each case is taken to be the last day of the calendar month prior to the actual termination date.

Colleagues who are dismissed for gross misconduct will have their holiday pay limited to 1% of any accrued and outstanding holiday pay, in accordance with Regulation 14 of the Working Time Regulations 1998.

### **Joining and leaving the Company in the same holiday year**

If you commenced after 1st April and leave before the following 31st March your entitlement to holiday pay will be as follows:

The average number of days worked per week at the basic rate of pay multiplied by four and then multiplied by the number of calendar months of service completed during the holiday year, with the total then being divided by 12.

Any holiday payment already made is deducted from the entitlement that is calculated on termination. If, as a result, a further sum is due to you, this will be added to any other payment due at termination. If the result is a sum due to the Company this will be deducted from the payments otherwise due to you. Any excess will become a debt owed by you to the Company.

### **Bank and public holidays**

All colleagues (full or part-time) are entitled to time off or payment in lieu for bank/public holidays announced by the government.

The Part Time Workers (Prevention of Less Favourable Treatment) 2000 Regulations ensures equal treatment for part-time workers. Part-time workers are entitled to a pro-rata equivalent payment based on their normal hours of work even where they are not rostered to work on that particular day.

### **Payment for working a bank/public holiday**

Payment for working a public holiday is made to eligible colleagues only for overtime payments under the terms of their contract.

If you are absent without your Manager's consent on the working day immediately preceding and/or immediately following the bank holiday, you are not entitled to either payment or a day in lieu of the bank holiday unless your absence is for certified sickness.

The entitlements for bank/public holiday are:

A colleague who normally works this day and works it, is;

- entitled to double pay and a day in lieu

A colleague who normally works this day and does NOT work it, is;

- entitled to normal pay only

A colleague who does NOT normally work this day, but does work it, is;

- entitled to double pay and a day in lieu

A colleague who does NOT normally work this day, and does NOT work it, is;

- entitled to a day in lieu.

Note

Accrued lieu days must be taken on a day mutually convenient to you and your Manager. Where it is not possible to take your lieu day, your Manager will arrange payment instead. This will be paid at basic rate and will not count towards establishing overtime.

### **Sickness during annual, bank and public holidays**

No additional holiday entitlement will be awarded to you if you suffer sickness or injury during a bank/public holiday or a period of holiday leave. Holidays not taken because of sickness will be forgone.

### **Medical examinations**

You may at any time, but particularly if you are or have been unable to carry out your duties as a consequence of illness or injury, be required to have an examination by a medical practitioner nominated by the Company, or to undergo other health screening. Any expense incurred will be met by the Company. If contact with your own general practitioner is considered necessary, the Company will seek your permission in advance.

You must tell your immediate Manager of any change in your health which might affect your work, either temporarily or permanently.

### **Money owing to the Company**

The Company has the right to deduct from your wages, or sums payable to you on your departure from employment, the amount of any outstanding loans or other monies owed by you, for whatever reason, to the Company.

### **Overtime**

You may be required to work a reasonable amount of overtime when workload and other situations warrant. The Company will determine the need for overtime, when it is to be worked and the colleagues required, taking into account the circumstances prevailing at the time. Except in the case of emergency, you will be notified of the requirement at least twenty-four hours beforehand. Should you be unable to work overtime on any occasion, you must notify your Manager so that alternative arrangements can be made.

Casual additional time worked at the beginning or end of a shift will not qualify for overtime payment.

If you are eligible to receive payment, the details are set out in your Principal Statement of Employment Particulars. Other staff may be required to work overtime and any necessary compensation will be alternative time off in lieu.

Premiums only apply for twenty-four hours and commence at midnight on the first day and finish at midnight on the following day.

Colleagues on the 'Monthly Head Office and Managers' payroll are not entitled to be paid for overtime but may take time off in lieu by arrangement with their immediate Manager.

### **Calculation for overtime**

The hours you would have worked on a lieu day will count for the purpose of establishing any entitlement to overtime in the week containing the lieu day.

Rostered hours actually worked on a bank holiday will count for the purpose of establishing any entitlement to overtime. The bank holiday premium element does not.

If you are not eligible for overtime payment under the terms of your contract, and are required to work on bank holidays, you will receive time off in lieu at a mutually convenient date.

## **Pay**

In order that you can be paid your earnings, you must provide full bank details in your own name or in a joint account. A current permanent national insurance is also required.

The Company aims to establish fair levels of remuneration for all positions.

Company policy is to conduct reviews of all salaries and wage rates annually for Head Office and regional staff at the beginning of April, and for other colleagues on an anniversary date of a contract, unless stated otherwise in your Principle Statement of Employment Particulars.

The payroll is outsourced to ADP and should you have a query about your pay, you should raise this with your immediate manager. Should you need specific information, for example on a tax matter, you should contact the **ADP Employee Contact Team - 0845 863 0050**.

Your pay is shown on your itemised pay statement, on which all future changes will be recorded. You will be paid, as detailed below, by transfer to the bank of your choice.

### **Frequency and method of payment**

You will be paid monthly, on the last working day of each month, based on your earnings during the period from the 16th of the previous month to the 15th of the current month, unless stated otherwise in your Principle Statement of Employment Particulars

Normally salary payments are made, by transfer directly into your nominated bank account on the last working day of the month. Any exceptions shall be at the sole discretion of management.

All hours worked on a night shift, which commences before midnight, are regarded for pay purposes as having been worked on the day on which the shift ends.

## **Pensions**

The Company does not have a pension scheme that applies to your employment unless detailed otherwise in your Principal Statement of Employment Particulars. However a stakeholder pension is available to all colleagues. Further details can be obtained from the Assistant Company Secretary.

## **Termination of employment**

Except in the case of summary dismissal for gross misconduct, the following notice is required from either the colleague or the Company to terminate employment unless detailed otherwise in your Principal Statement of Employment Particulars:

### **Head Office and Regional-based managers**

Four weeks, unless detailed otherwise in the offer of employment.

### **Other Head Office and Regional based staff**

Four weeks during the first five years' employment, thereafter, one additional week per year of service to a maximum of twelve weeks' notice after twelve years' service.

### **Others**

One week during the first two years' service, thereafter, one additional week per year of service to a maximum of twelve weeks' notice after twelve years' service.

If you wish to terminate your employment, you must give written notice stating the date on which you wish to leave. You will normally be expected to work your period of notice. You will be paid any

monies due to you on the normal pay-day. Your P45 will be sent to you by post. You must ensure that any property or clothing issued to you by the Company is returned when you leave.

### **Transferability**

In view of the nature of the activities of the Company, it reserves the right to transfer any colleague between locations. In circumstances where such a transfer would result in your having to move home, the Company, by prior arrangement, may give assistance with removal expenses.

## **Part Two – General information for colleagues of NSL Limited**

### **Access to employee data**

The Company aims to fulfil its obligations under the Data Protection legislation to the fullest extent.

Colleagues are allowed to have access to all personal data about them held on computer and personal files.

Requests for access to personal data should be addressed in writing to your manager. The request will be judged in light of the nature of the personal data and you will be informed whether or not the request is to be granted. If it is, the information will be provided within 40 days of the date of the request. In certain circumstances a fee may be levied for the provision of the requested information. This fee may not be more than the maximum amount prescribed by the Data Protection Registrar.

### **Attendance**

We require excellent attendance and timekeeping. These are vital in maintaining high standards of service. You must follow the arrangements for recording your entry to and departure from Company premises. Falsification, or failure to comply, will be regarded as gross misconduct.

If you are absent for three or more days without permission or without notifying the Company, you may be liable to dismissal without notice.

### **Betting and gambling**

Betting and gambling at work are strictly prohibited.

### **Code of Ethics**

We promote respect and trust in everyone. NSL Limited employs in excess of 4,000 staff in offices and sites located nationally. NSL Limited recognises that it has a responsibility to deal openly and fairly with all parties with which it interacts, including colleagues, suppliers and customers. All parties have a part to play in making sure NSL Limited operates to the very highest standards. This Code has been drawn up so that all parties can have visibility of and understand the principles we work to and is consistent with our values.

The Code of Ethics policy in full can be viewed on the Company Intranet, 'Cascade'.

### **Company cars**

Any vehicle provided by NSL Limited ('the Company') is a valuable item of business equipment, which must be both available and maintained in a road-worthy condition at all times. The Company requires each colleague to uphold the conditions of road-worthiness demanded by law.

Company car drivers will have the use of a motor car appropriate to their status in accordance with the Company Policy, as varied from time to time. Dependent on availability, this may not be a new car. It will be your responsibility for ensuring that the car is serviced and maintained regularly, in line with the manufacturer's guidelines. You are also responsible for ensuring the car is kept in a clean condition.

On termination of employment it must be returned to the Company by the last day actually worked. No compensation for car or the cash alternative is paid for periods of notice not worked.

You should familiarise yourself with the policy and driver's guide for Company cars, which applies irrespective of whether the Company supplies the vehicle and/or whether your own private vehicle is driven on company business.

It is your responsibility to communicate directly with Masterlease on any matters relating to use of a Company vehicle.

A copy of the Company Policy is available in the Vehicle Fleet Management section on 'Cascade'.

## **Confidential information**

Every colleague has a duty to maintain security. You must not disclose to, or discuss with, anyone any confidential information unless authorised to do so, either during or after employment, or use such information for personal gain. You have a responsibility to maintain security at all times over any Company money in your control. The Company's books, papers, drawings and other documents must not be taken from the Company's premises without the prior approval of the responsible Manager and documents of a confidential nature must be kept under proper control. A breach of this rule during employment will be regarded as gross misconduct.

## **Customer service**

Customers are the lifeblood of the Company. Consequently a high standard of customer service is an essential requirement for keeping and winning new customers.

Front line colleagues control all the three key factors by which customers will judge the Company's customer service:

- **Attitude**

This is displayed in the manner you communicate with customers; for example, the tone of your voice should be polite, caring and helpful.

- **Conduct**

Your body language should be positive, by being approachable and responsive to the customers' needs.

- **Appearance (see Personal appearance)**

Always appear well presented and professional and promote a positive image.

## **Disabled persons**

The Company has an Equality, Diversity and Equal Opportunities Policy. If you have a disability please ensure that the Company is advised.

Every vacancy is open to suitably qualified people. The Company will seek to assist colleagues with a disability to develop their knowledge and skills and to undertake responsibilities commensurate with their abilities. If a colleague becomes disabled whilst employed by the Company and is unable to continue in his or her occupation, the Company will make every effort to provide alternative work and any appropriate retraining.

## **Disciplinary and Appeals Procedures**

### **Introduction**

This procedure applies to all colleagues of NSL Limited. The exceptions are the colleagues of businesses and joint ventures acquired under a Transfer of Undertaking whose terms and conditions of employment are protected.

Colleagues are expected to behave in a responsible manner at all times, and are also expected to comply with the standards, practices and reasonable instructions that are essential for the efficient



operation of the business and for the well-being, health and safety of those employed in the Company.

Failure to meet these standards renders a colleague liable to disciplinary action. It is the policy of the Company that such action should be fair and consistent.

### **Purpose and Scope of Disciplinary Procedure**

This procedure is designed to help and encourage all colleagues to achieve and maintain standards of conduct, attendance and job performance. The Company rules and this procedure shall apply to all colleagues.

It is Management's responsibility to decide and implement all disciplinary action. The aim being to correct the colleague's behaviour rather than to punish.

### **Principles of Disciplinary Procedure**

- a No disciplinary action will be taken against a colleague until the case has been fully investigated.
- b At every stage of the procedure the colleague will be given prior notice of the nature of the complaint against him or her, advised that a formal disciplinary hearing will be held and invited to attend, when they will be given the opportunity to state their case before any decision is made.
- c At all stages the colleague will have the right to be accompanied by a work colleague, colleague representative, or accompanied or represented by a suitably trained trade union official during the disciplinary interview.
- d No colleague will be dismissed for a first breach of discipline, except in the case of Gross Misconduct, when the penalty will normally be dismissal without notice or payment in lieu of notice.
- e A colleague will have the right to appeal against any disciplinary penalty imposed.
- f This procedure may be implemented at any stage if the colleague's alleged misconduct warrants such action.

### **Disciplinary Procedure**

In the first instance minor faults should be dealt with informally by the colleague's Supervisor or Manager, but where the matter is more serious the following procedure will be used.

#### **Stage 1- Oral Warning**

If conduct, attendance or performance does not meet acceptable standards, the colleague will normally be given a formal **oral warning**. The individual will be advised of the reason for the warning and that it constitutes the first stage of the disciplinary procedure and informed of their right of appeal. The oral warning will be confirmed in writing and this warning will be kept on the colleague's personnel file, but will be spent for disciplinary purposes after twelve months (unless a different time period is specified when the warning is given) provided that the colleague's conduct, attendance or performance has reached a satisfactory standard.

#### **Stage 2 – Written Warning**

If the offence is a serious one, or if a further offence occurs, a **written warning** will be given to the colleague. This will give details of the complaint, the improvement or change in behaviour required, and the time scales allowed for this. It will warn that action under Stage Three will be considered if there is no sustained satisfactory improvement or change and will advise of the right of appeal. A copy of the written warning will be kept on the colleague's personnel file, but it will be disregarded for disciplinary purposes after twelve months (unless a different time period is specified when the warning is given), subject to satisfactory conduct, attendance or performance.

### Stage 3 – Final Written Warning

If there is still failure to improve and conduct, attendance, or performance is unsatisfactory, or if the misconduct is sufficiently serious to warrant one written warning, but insufficiently serious to justify dismissal, (in effect both a first and final written warning), then a **final written warning** will normally be issued to the colleague. This will give details of the complaint, will warn that dismissal will result if there is not satisfactory improvement and will advise of the right of appeal. A copy of this final written warning will be kept on the colleague's personnel file but will be spent after twelve months (unless a different time period is specified when the warning is given), subject to satisfactory conduct, attendance or performance.

### Stage 4 – Dismissal Following Previous Warnings or Other Sanctions

If conduct, attendance or performance is still unsatisfactory following stage 3 – Final Written Warning and the colleague still fails to reach the prescribed standards, a disciplinary hearing will be convened to consider whether dismissal is warranted.

The colleague will be advised of the decision to dismiss and the reason and date of the termination. The colleague will be provided as soon as reasonably practicable, with written reasons for dismissal, the date on which the employment will terminate, and the right of appeal.

### Sanctions

Where the offence is such that management believe that the only way to ensure the seriousness is recognised by the colleague, then **in addition to Stages 2, 3, or 4**, a period of suspension from work without pay for a period **not exceeding five days** may apply. All suspensions from work will be confirmed in writing.

Where the offence is such that it is unacceptable for the colleague to remain in his or her current position, consideration will be given to offering transfer to another job or as an alternative to dismissal.

Upon transfer, pay will be adjusted immediately to the appropriate pay rate relative to the new job and the colleague's abilities in that job.

Colleagues accused of an act of **Gross Misconduct** will normally be suspended from work by their Supervisor or Manager, on full pay, while the alleged offence is investigated. If on completion of the investigation and the full disciplinary procedure, the Company is satisfied that Gross Misconduct has occurred, the result will normally be summary dismissal without notice or pay in lieu of notice. Should disciplinary action short of dismissal be the decision, a Final Written Warning may result. This may be accompanied by a period of suspension from work without pay for a period not exceeding five days.

The colleague will be provided with written reasons for dismissal, confirmation of the date on which the employment ended and the right of appeal as soon as is reasonably practicable.

### Appeals

A colleague who wishes to appeal against any disciplinary decision should inform their immediate Supervisor or Manager in writing within **five working days** from receipt of the disciplinary warning letter. In this letter the colleague should state the reasons for their appeal.

On receipt of the formal request, an appeal hearing will be convened normally within fourteen working days. The colleague will be notified in writing of the arrangements for the appeal hearing. A more senior member of Management than had made the original decision and who has not been involved in the disciplinary procedure will conduct the appeal hearing. He or she will hear the appeal and decide whether to uphold the original decision or not and his or her decision is final.

At an appeal hearing any disciplinary penalty imposed can be quashed or changed to a lesser penalty but the penalty cannot be increased.

When an appeal is upheld, and depending upon the circumstances whether the original disciplinary action is rescinded or decreased, any adjustment to pay necessary will be made and confirmed in writing.

A colleague may be accompanied at all stages of the appeals procedure by a work colleague of his or her choice or accompanied or represented by a suitably qualified trade union official.

A colleague will be informed of the results of the appeal hearing and the reasons for the decision as soon as possible and this should be confirmed in writing.

### **Disclosure of information**

To protect our business, we expressly forbid disclosure of details of any products, customers, markets, suppliers, plans and/or any other information which might assist a competitor, or in any way damage our business. You may be asked to sign a Confidentiality Undertaking.

### **Driving licence**

Certain colleagues are required to drive the Company's and/or customers' vehicles. Their employment by NSL Limited may be conditional upon having a current driving licence. Any endorsement must be notified immediately to their Manager. All drivers of Company cars must be prepared to have their driving licence inspected quarterly. The loss of a driving licence where deemed an 'essential car user' is considered to be an act of gross misconduct.

### **E-mail and Internet Policy**

The Company provides computer resources (defined as the Company's entire computer network. Specifically, computer resources include but are not limited to host computers, file servers, application servers, workstations, stand-alone computers, laptops, software, data files, and all internal and external computer and communications networks that may be accessed directly or indirectly from the Company's computer network. Internal and external computer and communication networks include, but is not limited to, the Internet, commercial on-line services, value-added networks and e-mail systems) for business purposes only, but realises that from time to time, individuals may wish to use the facilities for reasonable personal purposes.

Provided this does not interfere with the performance of their duties and provided the privilege is not abused, the Company will not be concerned; however, such usage must be within acceptable guidelines as outlined below. In addition, colleagues should not have an expectation of privacy in anything they create, store, send or receive on the system.

The Company has the right, but not the duty, to monitor and restrict any and all aspects of its computer system. This includes, but is not limited to, monitoring sites visited by colleagues on the Internet, monitoring chat groups and newsgroups, reviewing material downloaded or uploaded by colleagues to the Internet, and reviewing e-mail sent and received by colleagues.

Any colleague with access to the Internet may not visit any site or send material which is offensive, defamatory, breaches third party copyrights or other rights generally. Nor may any colleague download any screensaver, EXE file attachment or other material that may corrupt the system whether or not by containing viruses. If the user is in doubt, then nothing should be downloaded without receiving the prior approval of a senior member of the IT Department. No personal or non work-related disks or CD Roms should be inserted into Company hardware under any circumstances.

### **Uses Which Are Not Permitted**

Uses that are not permitted include, but are not limited to: -

Harassment, libel and slander, defamation, fraud or misrepresentation, destruction of, or damage to Company hardware and software, breach of copyright, use of the Company's intellectual property without prior authorisation, violation of computer system security, excessive use of the Internet, or

viewing or using any material of an obscene, pornographic or offensive nature, whether or not such use was inadvertent or deliberate.

### **Privacy and Confidentiality**

The Company reserves the right to inspect and examine any Company owned hardware or software at any time, including e-mails and Internet files without prior notice. Individuals should also be aware that in general terms, information sent via e-mail or otherwise over the Internet, is by the nature of the network, not guaranteed to be secure. All colleagues have a responsibility to draft all e-mails carefully, whether these are internal or external, taking into account discrimination, harassment, Company representation and defamation issues.

### **Contravention of Policy**

Any individual found to be using or having used the Company's computer system in contravention of the policy outlined above, may be treated as having committed gross misconduct, which may lead to disciplinary action, possibly resulting in dismissal and/or legal proceedings being instituted against the individual concerned.

### **Employees' property**

The Company accepts no liability or responsibility for loss of or damage to employees' property left on the premises. However, in exceptional circumstances, consideration will be given to replacing clothing damaged during the course of a colleague's duties.

We will, of course, take every reasonable step to recover lost property but you are advised not to leave articles of value on the premises.

### **Employment of family members**

Where such circumstances arise, and whenever possible, members of the same family will not be placed at the same location or be put in a situation where one is under the direct authority of another.

### **Expenses**

If you incur expenses on behalf of the organisation, these may be reclaimed on an expenses form, which must be authorised before payment. Claims may only be made in respect of expenses wholly necessarily and exclusively incurred on behalf of the organisation. Receipts for expenses must be provided.

### **First aid**

The duties of First Aiders are to try and preserve life until the attendance of a paramedic or qualified medical practitioner and to reassure the patient and to ensure the speedy removal to hospital by ambulance in the case of a serious accident, without personal risk to himself or herself. You will be informed of your First Aider during your induction.

### **Gifts, hospitality, charity and collection boxes**

Customers and suppliers will judge the Company by how we conduct ourselves. Therefore all colleagues will;

- declare gifts up to the value of £25, entertainment or any offer that seeks to obtain business advantage up to the value of £250
- return or refuse offers of gifts over the value of £25 or entertainment over the value of £250, or where this is impossible, surrender the gift or offer to the business to be given to charity or raffled
- return or refuse all cash gifts.

*Gifts from suppliers or customers must be declared to your Manager. Charity and collection boxes may be situated on the Company's premises only with prior permission from your Manager.*

Every gift or instance where hospitality has been received must be recorded in your Department's Gifts and Hospitality Register, failure to observe the above policy will lead to disciplinary action, which could include dismissal.

Note: Gift and Hospitality registers are kept at Head Office.

## **Grievance Procedure**

If at any time a colleague considers that he or she has a grievance arising out of their employment, the grievance should first be raised informally with the colleague's direct Supervisor. If, after this, the matter cannot be resolved informally to the satisfaction of the colleague, it should be dealt with under the formal grievance procedure.

**Stage One:** Colleagues should put their grievance in writing to their immediate supervisor or line manager. Where the grievance is against the line manager the matter should be raised with a more senior manager. If the grievance is contested, the manager should invite the colleague to attend a hearing in order to discuss the grievance.

The manager should respond in writing to the grievance within five working days of the hearing, or where no hearing has taken place, within five working days of receiving written notice of the grievance. If it is not possible to respond within the time period the colleague should be given an explanation for the delay and told when a response can be expected.

**Stage Two:** If the matter is not resolved at Stage one, the colleague should be permitted to raise the matter in writing with a more senior manager.

The manager should arrange to hear the grievance within five working days. Following the hearing the manager should respond to the grievance in writing within ten working days. If it is not possible to respond within the specified time period the colleague should be given an explanation for the delay and told when a response can be expected.

**Stage Three:** Where the matter cannot be resolved at Stage two the colleague should be permitted to raise the matter with a higher level of manager for Stage two.

The manager should arrange to hear the grievance normally within five working days. Following the hearing the manager should respond to the grievance in writing within ten working days. If it is not possible to respond within the specified time period the colleague should be given an explanation for the delay and told when a response can be expected. The decision made at this stage is final and there will be no further right of appeal.

With the decision at each stage the individual or group of individuals will be given the name and contact address of the next appropriate level of authority.

In the case of grievances raised by colleagues holding senior managerial positions, it may not be possible for all the stages to be gone through, should there be insufficient levels of authority. At all stages of the Grievance Procedure, a colleague is entitled to be accompanied by a work colleague of their choice or to be accompanied by a suitably qualified trade union official.

## **Harassment**

The Company will not condone harassment of other colleagues and forms part of the Company's Equality, Diversity and Equal Opportunities Policy. Anyone who is found to have harassed another person will be subject to disciplinary action for an act of gross misconduct and may be summarily dismissed.

Racial and sexual harassment are forms of conduct based upon race or sex affecting the dignity of men and women and which is unwanted by the recipient and unwarranted. It is action which the

perpetrator knows or should know is offensive to the recipient, or to other people who may witness the conduct.

Examples include unwanted physical contact, oral abuse or suggestive remarks, leering, sexually or racially intimidating actions, inappropriate 'humour', demands for favours of a sexual nature or assault.

## **Health and Safety**

The Company publishes a 'Safety Handbook', a copy of which is available to all colleagues and can be viewed on 'Cascade'. You are expected to be conversant with its contents and to adhere to the rules which it contains. You are also expected to be conversant with the details of the safety procedures relating to the particular premises at which you work, and to the job itself.

You must have regard for the safety and well-being of yourself and others at work. Please report all potential hazards and/or dangerous occurrences. It is important that you co-operate with any investigations into accidents or dangerous occurrences.

## **Identity Badges**

All colleagues are issued with an identity (ID) badge. Customers and visitors prefer to know to whom they are talking. ID badges are to be worn at all times while at work. They are to be worn where they can be clearly seen and read.

## **Intoxicants and illegal drugs**

Intoxicants or illegal non-prescribed drugs of any kind may neither be brought onto nor consumed upon the Company's premises without prior permission. If drugs have been prescribed by your medical practitioner, please register this with your immediate Manager. You must ensure that any authorised prescribed drugs brought into work are kept in a secure place.

The Company has the right to refuse work to any colleague judged to be incapable of performing his/her duties as a result of intoxicants or drugs. Any colleague under the influence of intoxicants or illegal non-prescribed drugs may be summarily dismissed.

## **Language**

The Company will not condone the use of foul and abusive language at work and considers the use of such language to be unacceptable behaviour. Disciplinary action will be taken against anyone who uses such language whilst at work.

## **Literature and other material**

You must not bring onto, nor distribute on, the premises any literature, videos, audio tapes or CD ROMs of any kind without the express permission of your Manager.

## **Maternity provisions**

The Company should be informed at the earliest opportunity of a pregnancy.

A colleague who leaves work to have her baby has the right to return to work and may receive maternity pay from the Company. In both cases certain conditions must be met. The details are complex and your Manager will be able to advise on these matters.

## **Media, press and film crew enquiries**

It is considered an act of gross misconduct to give statements of any kind to media, press or film crew enquiries unless you are specifically authorised to do so.

## **Motoring fines**

The Company does not accept parking offence charges incurred by any colleague. Where colleagues using Company vehicles have incurred a parking offence charge or any other fixed penalty, they should make independent arrangements to pay this directly to the appropriate authority.

In the event of the Company being required to pay any fine(s) incurred by a colleague under the Road Traffic Acts, or in respect of any other motoring offence in relation to a Company vehicle because the colleague has not paid the fine, the Company will make the payment and then deduct the amount from any net salary due to the colleague. The Company is also authorised to recover any additional administration costs which may be incurred. Each colleague is deemed to have authorised management to operate this procedure. Management will give the colleague concerned full details in writing of any such deduction that is made.

## **New colleagues**

### **Induction training**

On commencement you will be required to undertake and satisfactorily complete a period of induction training appropriate to your job. The nature and extent will be explained to you by your Manager. When the induction has been completed and your Manager is satisfied you have all the necessary details, you will be authorised to commence your duties.

### **Probationary period**

Every person selected to fill a regular position with NSL Limited must successfully complete a probationary period before he/she obtains a regular status in his/her position. This probationary period, normally three months, is the last part of the selection process. It gives your immediate manager or team leader an opportunity to observe you on the job so that he/she may determine whether or not you are capable and willing to perform your duties in a satisfactory manner.

At any time during the probationary period, a Team Leader/Manager may remove a colleague if, in his/her opinion the colleague is unsuitable to perform the duties of the position satisfactorily, or if his/her habits or lack of dependability do not merit his/her continued employment.

## **Notice**

You are required to give notice, in writing, of your intention to terminate your employment in accordance with your Principal Statement of Employment Particulars.

You are entitled to receive notice of termination of employment in accordance with the Employment Protection (Consolidation) Act, or the terms of your contract if longer.

The Company reserves the right to terminate employment without notice or pay in lieu in cases of gross misconduct.

The Company reserves the right to continue contracts of employment until the expiry of contractual notice without the requirement to attend a colleague's place of work. Such a requirement is commonly known as 'garden leave'. During this period colleagues must not undertake work for any other organisation without prior consent of the Company during the whole of their notice period. Colleagues on garden leave usually have limited or no access to company information or contact with work colleagues. Salaries and wages continue to be paid as usual throughout the notice period and colleagues retain any other contractual benefits.

## **Notice boards**

It is important that you keep informed about events and changes across the Company. Company notice boards are provided to assist this process.

Company performance, changes to methods of working and pay, vacancies and items of general interest are examples of the type of information that will be communicated by this medium. Only Company authorised notices should be placed on notice boards. It is your responsibility to review notices regularly.

## **Other employment**

You must inform your Manager if you are working for another Company in addition to NSL Limited. You must not become engaged or concerned in any other business which is in competition with the Company or where your duties may conflict with the interests of the Company, without written consent. You must not become engaged in any secondary occupation which may interfere with your work.

If you are in any doubt regarding a possible conflict of interest, you should discuss this with a member of Human Resources.

## **Paternity Leave/Parental Leave**

As colleagues, the parents of a child under the age of five are each entitled to take up to 13 weeks' unpaid parental leave up to and including the child's fifth birthday or, in the case of an adopted child, until either the fifth anniversary of the child's placement with them for adoption or the child's 18th birthday, whichever occurs sooner. The parents of a child who has been awarded a disability living allowance are each entitled to take up to 18 weeks' unpaid parental leave up to and including the child's 18th birthday. However, to qualify for parental leave, a colleague must have been continuously employed for one or more years at the time the first tranche of leave is taken.

The details are complex and your Manager will be able to advise on these matters.

## **Performance reviews**

The Company recognises that colleagues are its greatest asset and we believe it is our responsibility to help colleagues to develop and maximise their potential. This is where performance review and appraisal fits in.

Performance appraisal is a management process designed to help develop and motivate you. It is an agreement between the appraiser and appraisee. It is also an assessment of how you have performed over the preceding period. There should be no surprises to you and the meetings are not of a disciplinary nature.

The primary purpose of a performance appraisal is to have a planned and constructive dialogue between you and your Manager to discuss and agree on:

- a common understanding of what the job entails
- how well the job is being done
- what is important and expected
- measurable targets
- areas for training and development
- career planning.

## **Personal appearance and personal hygiene**

Customers judge the Company by the appearance of its colleagues. Personal appearance is also a reflection of your personal pride. Your appearance and hygiene should always be of the highest standard.

Men should be either clean shaven or have beards that are well trimmed. 'Designer stubble' is not acceptable.



## **Company uniform**

The full Company uniform, where this is provided, must be worn correctly at work at all times during the working day. You are responsible for keeping your uniform clean and in good repair. The uniform must be returned when you leave the Company; failure to return it will result in a deduction from your pay. Disciplinary action may be taken against you if you do not wear protective clothing when required, or if you incorrectly wear such clothing.

## **Non-uniformed staff**

The wearing of casual clothing for work - jeans, tracksuits, prominently branded clothing, caps and trainers - is not permitted.

Anyone who attends for work wearing clothing that, in the opinion of the Manager, is inappropriate may be sent home, forego payment and be liable to disciplinary action.

## **Personal details**

We need to keep up-to-date information of your home address and telephone number, together with the name, address and telephone number of your next of kin (or other such person) for emergency contact purposes. Please inform your Manager in writing of any changes to these details and also of any changes to such items as:

- Marital Status
- Birth of children
- Next of kin
- Qualifications obtained
- Change in status of driving licence (endorsements, disqualification etc)
- Health problems affecting employment
- Criminal convictions.

Failure to maintain up to date personal information could lead to errors in administration and, in the case of a driving licence, possible violation of the law.

## **Private trading**

Private trading on the Company's premises is not allowed.

## **References**

When you have been made a formal offer of employment, the Company will take up references on your behalf. Any offer of employment is conditional upon satisfactory references being obtained. You may also be required to complete a medical questionnaire. Should it subsequently come to our notice that you have given inaccurate information, we may reconsider your employment.

## **Retirement**

Male and female colleagues normally retire on reaching the age of 65. You will be notified in advance of impending retirement and we will be pleased to advise.

Any employment after 65 will be at the Company's discretion. A review by the Company will be made on each subsequent birthday of the person involved. To assist with the review it may be necessary to require that a medical examination by the Company's appointed doctor takes place.

## **Save it!**

Energy, materials and time can be wasted during production. Please help the Company to reduce costs by turning off unwanted lights, heaters, etc. and by avoiding wastage of materials and time.

## **Search**

Colleagues and/or their vehicles entering or leaving the Company's premises may be searched. Checks of this nature will normally be conducted at random and, wherever possible, in the presence of a third party. Any unauthorised materials/substances or property would be confiscated and, if illegal, passed to the Police.

## **Security**

All Company equipment and premises must be safeguarded from damage and theft at all times. You should be aware that the contents of any parcel, package or case might be inspected before it is brought onto or taken from the premises by a colleague.

## **Smoking**

Smoking is generally discouraged throughout the Company. It is not allowed on any of the Company's premises, in offices or vehicles.

## **Staff car parking**

Where parking facilities are provided for colleagues' cars, the Company disclaims all liability for loss of or damage to any vehicle and its contents whilst left on the premises.

Colleagues are not permitted to allow their family, relatives or friends free parking without the express permission of their Manager.

## **Suggestions**

Any suggestions for improvement in connection with service, quality, working methods etc. are welcome and will be given very careful consideration.

## **Telephone and mobile phones**

Whenever possible, landlines should be used. Where mobile phones are provided, they are done so to improve the performance of an employee's job. On termination of employment it must be returned to the Company by the last day actually worked. No compensation is paid for periods of notice not worked.

Landline and mobile telephones' primary purpose is for work-related activities. Non work-related international calls or use of premium rate numbers are not allowed. Costs and charges will be monitored and any excessive usage will result in a personal re-charge and potential disciplinary action.

Loss or theft of a mobile phone must be reported at the earliest opportunity directly with the service provider, and subsequently to the Company's Communications Manager. Failure to do so could result in personal liability for any subsequent use.

## **Telephone calls**

The need for colleagues to receive or make telephone calls of a personal nature from time to time is accepted, but calls should be restricted to a minimum. If you wish to make lengthy and more frequent or costly telephone calls you should obtain prior permission from your Manager and may be asked to personally bear the cost of these calls. Personal calls from coin operated telephones within the Company's premises must be paid for by the person making the call. Disciplinary action may be taken against you if excessive or unauthorised use is made for personal purposes.

## **Trade union membership**

The Company recognises the right of any colleague to be a member of an independent Trade Union. Trade Union membership is not a condition of employment with the Company.

## **Training**

Provided that you have been given reasonable advance warning, we do expect you to attend courses of training which take place outside your normal working hours or on days when you would not normally be required to work. You will be paid at your normal rate for such time.

### **Study leave**

The Company wishes to encourage colleagues to gain relevant qualifications and sets out its policy below.

The attendance at any course leading to examination and recognised qualification will take place in the colleague's own time. Holiday entitlement may be used for any residential sessions taking place during the working week, subject to the holiday rules contained in the Handbook of Employment. Alternatively, a colleague may utilise paid study leave as detailed below.

#### *First Attempt*

- Colleagues will be allowed to take two days study leave per paper in addition to any annual leave to which they are entitled. If they wish to take annual leave for the purposes of studying they will need to get authorisation from their manager.
- Colleagues will be allowed to take the morning or afternoon of the exam as additional leave.
- Due to work pressures NSL Limited does not allow block or day release courses.
- NSL Limited will pay for all course fees, registration, the examination fees and any relevant study texts.

#### *Second Attempt*

- Colleagues will be allowed to take the morning or afternoon of the exam as additional leave.
- If they require any additional leave for studying, this will need to be taken from annual leave entitlement. No additional leave will be given for second attempts.
- NSL Limited will not pay for the additional course fees, registration, and examination fees or study texts. These costs will need to be met by the colleague.

#### *Subsequent Attempts*

- Should a colleague fail the paper at the second attempt they will need to have a progress review to assess whether a third sitting is advisable. The Company reserves the right to withdraw colleagues from any course or exam if it is not satisfied that they have a reasonable chance of success.

In agreeing to assist the funding of professional qualifications, colleagues must provide the Company with an undertaking that they will remain in our employment for the period of twelve months after completion of the course and passing the examination. Failure to do so will result in the need to repay the cost of the financial assistance.

## **Whistle blowing policy - stopping malpractice**

All organisations face the risk of unknowingly harbouring malpractice or wrongdoing. As colleagues we have a duty to identify these situations so appropriate action can be taken to stop malpractice where it occurs, in effect to 'Whistle blow'. The aim of this policy is to support people speaking out where they see something which is inappropriate and encourage an open culture within the organisation.

We should all feel able to openly raise any issues that concern us at work. But it is natural to worry that by reporting such issues you will be opening yourself up to victimisation or risking your job security, such concerns are understandable. Changes to the law and the Company's strong commitment to this policy mean we can all raise concerns about malpractice and be sure that we will

be supported and protected from repercussions. Provided you act in good faith and have reasonable belief that malpractice is occurring, it doesn't matter if you are mistaken. There is no question of you having to prove anything.

Malpractice is where an individual or team of people undertake activity which is wrong either by being:

- against the law or in breach of operating regulations.
- bullying or harassing (sexual, racial, religious etc).
- against Company policy, i.e. acceptance of bribes etc.

This is not an exhaustive list, therefore if there is anything which you think the Company should be aware of please use the procedure outlined in this policy. The Company's Handbook of Employment provides more detail in the Equal Opportunities policy and the Disciplinary procedure. By knowing about malpractice at an early stage we can take the necessary steps to safeguard the interests of everyone and our organisation.

**Note:** *This policy is not our normal Grievance Procedure. If you have a complaint about your own personal circumstances then you should use our normal Grievance Procedure as detailed in the earlier Handbook of Employment. If you have concerns about malpractice within the organisation then you should use the procedure outlined in this policy.*

The Board fully supports the Whistle blowing policy. If you raise a concern about malpractice you can be sure that:

- you will not suffer retribution, victimisation or harm (professionally or personally)
- your concern will be treated seriously
- your concern will be handled confidentially if you wish for this, and disclosures will only be made with your consent.
- you will be kept up-to-date with any investigation and action taken as a result of your concern.

#### **How to raise your concern**

1. *Tell your location manager/head of department*

If you are concerned about any form of malpractice normally you should first raise the issue with your location manager/head of department. There is no special procedure for doing this - you can tell him/her about the problem or put it in writing if you prefer.

2. *If you feel unable to tell your location manager/head of department*

If you feel you cannot tell your location manager/head of department, please raise the issue with the Board Director responsible for your area.