

Employee Handbook



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DOCUMENT CONTROL

Employees are encouraged to bring to the attention of the senior management, in which in their opinion, this Manual appears inadequate. All such comments will be passed on to our Compliance Team for consideration and review.

This Employee Manual will be continually reviewed and updated to reflect updates to company procedures. Provision will also be made to undertake a review in the event of the introduction of new, or the amendment of existing legislation, codes of practice or guidance notes.

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WELCOME TO COMPLETE FIXING SOLUTIONS

We are pleased that you have joined Complete Fixing Solutions (CFS) Limited as an employee. Here you will be part of a work environment based on the philosophy that the most important asset to our success is people like you. Because of this philosophy we believe you deserve the full respect, trust, and cooperation of our entire team. We all share the common goal of making this company a dynamic, enjoyable, and successful place of employment.

Teamwork is our basis for success and is only possible when a good relationship exists among all of us. To accomplish this, we must maintain a friendly and sincere atmosphere of communications so that concerns can be addressed, answered, and potential concerns resolved. Almost any concern can be resolved if we are willing to discuss it openly and honestly. We urge you to help us effectively communicate by discussing your ideas, questions, or concerns with an appropriate member of the team.

We know that you have given much thought to the decision to join Complete Fixing Solutions and that in coming to work here you had certain expectations of us as an employer. Likewise, much thought went into the decision to recruit and select you, and as an employee, certain things are expected of you. We hope this Manual will be a helpful tool in meeting the expectations and obligations we have toward each other.

On behalf of Complete Fixing Solutions, we wish you much satisfaction and success!

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*David O'Brien
Managing Director*

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STARTING WITH COMPLETE FIXING SOLUTIONS

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a) Functions of this manual

Our aim in producing this Employee Manual was to create a one-stop information point where you would be able to access all the information you are likely to need in relation to your employment with CFS.

The manual gives an overview of the terms and conditions of your employment, and outlines what you can expect from us as your employer. In return we ask you for a high degree of commitment, dedication, and loyalty to help us achieve the aims and objectives of Complete Fixing Solutions Limited (CFS).

This manual contains general statements of company policy and should not be read as including all the details of each policy. In addition, this manual should not be interpreted as forming an express or implied contract or promise that the policies discussed in it should be applied in all cases. Management may add to the policies in the manual or revoke or modify them from time to time. We will try to keep the manual current, but there may be times when policy will change before this material can be revised.

I hope you find this a useful guide during your employment with us. However, if you are unable to find the answer to your question(s) here, please feel free to contact your line manager who will certainly be able to find an answer for you.

b) About the Company

Complete Fixing Solutions Limited was founded in March 2011 by David O'Brien. The company has have grown steadily since then.

Our headquarters is in Saltney Chester. We also operate from our London office in Liverpool Street. You can get more information on our website at www.completefixings.com

c) Customer Relations

Our clients provide the primary source of our income and each employee's job security. To promote excellent relations with our clients, all employee must represent the company in a positive manner and make all customers feel appreciated when dealing with us.

Often you will be working with clients who are experiencing a stressful situation. We expect you to exercise our mission statement and exhibit our core values in your interactions with clients. At all times, be aware of how your actions with others (including co-workers) can be interpreted by our clients.

Employees with customer contact are expected to know our services and to learn what customers want and need. These employees should educate customers about the use of our services and should seek new ways to serve customers. We encourage you to report any customer-related problems to the Office Manager and to make suggestions for changes in company policies or procedures to solve problems.

"...We expect you to exercise our mission statement and exhibit our core values in your interactions with our clients..."

d) Your Induction

CFS believes its employees are its greatest asset and recognises its responsibility to ensure they are afforded appropriate development throughout their employment. This development begins at the induction stage when a new employee joins.

Our aim is to support and develop employees in their role so that they feel confident to undertake the responsibilities placed upon them and ultimately are able to contribute to the success of the organisation.

Induction will be spread over your first few months in post, and is generally planned on a first day, first week and first month basis. The content and duration of the induction program will be dependent on the scope and complexity of your job, and your line manager will outline this in detail to you on your first day with us. Copies of your induction checklist and evaluation sheets will be made available to you by your manager on your first day with us.

e) Statement of Employment Terms and Conditions

As an employee of CFS you will have received a document setting out specific terms and conditions of employment as they relate to your post. This includes details of:

- the names and details of us as your employer and of you the employee
- the date when your employment (and the period of continuous employment) began
- duration and conditions of any probationary period
- remuneration and the intervals at which it is to be paid
- details of all remuneration or benefits (not just pay)
- hours of work and working pattern including any possible variations to this
- holiday entitlement including holiday pay
- details of other types of paid leave (e.g. maternity / paternity leave)
- entitlement to sick leave, including any entitlement to sick pay
- pensions and pension schemes
- the entitlement of employer and employee to notice of termination
- job title (or a brief job description)
- where it is not permanent, the period for which your employment is expected to continue or, if it is for a fixed term, the date when it is to end.
- either the place of work or, if required to work in more than one location, an indication of this and of the employer's address and details of the existence of any relevant collective agreements which directly affect the terms and conditions of your employment
- details of employment if expected to work out with the UK
- details of any training entitlement provided by the employer and any part of that which the employee is required to complete (and any required but which the employer will not bear the cost)

Please refer to your Contract of Employment for current information.

Further detailed policies and procedures which may not be mentioned as part of this document, but which still form part of your conditions of employment with us can be accessed through your line manager. This Manual also summarises the main terms of your employment.

CFS reserves the right to change its terms & conditions and employment policies from time to time. You will be notified at the earliest opportunity of these changes by way of general notice to all employees affected by the change. Where a contractual change in your terms and conditions of employment results in a change to your written statement of particulars of employment, we will give you a written statement of the change at the earliest opportunity.

f) Probation Periods

All new staff are subject to a probationary period of 3 months. An initial informal review will take place after 3 months with David O'Brien Managing Director. Your appointment will be confirmed on satisfactory completion of the 3 month period. During this probationary period you will be given appropriate support and development opportunity to help you reach the required standards. Extension of the probationary period may be granted to enable the required standards to be achieved, but failure to do so could result in termination of your employment.

Please refer to your Contract of Employment for current probationary information.

g) Your Attendance at Work

CFS values good attendance at work and is committed to improving the general wellbeing of its employees to achieve this. Although we aim to secure regular attendance, we do not expect employees to attend when they are unwell.

i) Notification of Absence

Your line manager should be notified as early as possible if absence from work is anticipated for hospitalisation and other medical treatment.

If you are unable to attend work due to sickness or injury, your line manager must be notified by telephone before your normal start time or as soon thereafter as possible on the first day of absence, if possible, indicating a date of return. Notification should be made by you personally unless impossible due to the nature of the illness where you should arrange for someone else to call on your behalf. During prolonged periods of absence, your manager should be kept informed of progress and an expected date of return.

Any employee who has been absent due to claimed sickness and is found not to have been genuinely ill will be subject to disciplinary action, which could include dismissal.

ii) Sickness Payments

Statutory sick pay will be paid to you. Any other payments are at the discretion of David O'Brien Managing Director. From your first day of absence, you will be required to complete a self-certification form available through your line manager on your return; if greater than 7 days you will require a statement of Fitness for Work from your G.P.

h) Hours of Work

Your normal hours and working pattern will be specified in your Statement of Terms and Conditions of Employment within your Contract of Employment.

CFS reserve the right to vary your hours and pattern of work, following consultation and agreement with you.

Persistent poor timekeeping means that colleagues are put under pressure to cover your duties. This is not acceptable and will therefore be treated as a potential disciplinary offence under our disciplinary procedures.

i) DBS Check

Certain employees of CFS may be required to undergo a DBS (criminal record) check. This is only in special circumstances where your employment with us means you are likely to come into contact with children or vulnerable adults (or certain other particular circumstances). Should this be the case, we will discuss the situation with you prior to confirming your appointment (or relevant change to your job).

j) Conflict of Interest

You should not, directly or indirectly, engage in, or have any interest, financial or otherwise, in any other business enterprise which interferes or is likely to interfere with your independent exercise of judgement in CFS's best interest.

Generally a conflict of interests exists when an employee is involved in an activity:

- Which provides products or services directly to, or purchase products or services from CFS
- Which subjects the employee to unreasonable time demands that prevent the employee from devoting proper attention to his or her responsibilities to CFS
- Which is so operated that the employee's involvement with the outside business activity will reflect adversely on CFS.

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with your manager.

k) Trade Union Membership

It is your choice as to whether you wish to belong to a trade union recognised by the Company. This is one way in which you will be able to make your views known on all issues affecting staff within the Company and have a recognised route to resolve issues affecting groups of staff where other methods have not been effective. In addition, the unions can provide personal representation for you if you experience difficulties at work via their accredited representative system.

l) Standards of Performance and Behaviour at Work

i) Appearance

CFS does not seek to inhibit individual choice in relation to your appearance. However, you are expected to dress appropriately at all times in relation to your role, and to ensure that your personal hygiene and grooming are properly attended to prior to presenting yourself at work.

If we have supplied you with a uniform of other apparel, then you must wear this at all times when required to do so; it is your responsibility to ensure that this is clean and presentable.

If your work brings you into contact with the general public then you must remove all visible piercings with the exception of a single set of earrings (or one single earring), and you must ensure your dress and grooming standards reflect the values of your employer.

If you have any queries about what is appropriate, these should be directed to your line manager.

ii) Company Premises

You must not bring any unauthorised person on to CFS property without prior agreement from your line manager, unless you are authorised to do so as part of your job. In these circumstances you are responsible for ensuring that your visitors are appropriately monitored during their stay, and that they do not access areas or company property inappropriately.

You must not remove Company property from the organisation's premises unless prior authority from your line manager has been given.

iii) Personal Property

Any personal property such as jewellery, cash, credit cards, clothes, cars, motorbikes or bicycles etc. left on CFS premises is done so entirely at your own risk. You are strongly advised not to leave any valuables unattended, either on our premises, in our vehicles or in your own vehicle. CFS does not accept liability for loss or damage to any personal property whatsoever.

iv) Telephones & Correspondence

Company telephone / mobile phone or postal facilities must not be used for private purposes without prior permission from your line manager. If, for any reason, personal use is made of these items then arrangements must be made to pay the cost price of all services used. Abuse of these facilities will be considered a potential disciplinary matter.

v) Smoking

Legislation exist which makes it illegal to smoke in enclosed public spaces. Smoking (including e-cigarettes) is therefore strictly prohibited on all Company premises (including entrances and exits) and vehicles.

Outside areas have been identified for those who wish to smoke during their break-time. Should you wish to avail yourself of these facilities, please speak to your line manager.

vi) Drugs and Alcohol

Bringing alcohol or any unlawful drugs to the workplace, and / or imbibing them is strictly prohibited both during work time or during a period prior to work where the effects carry over to the workplace. Any such instances will be dealt with under the disciplinary procedure and may lead to your summary dismissal.

vii) Confidentiality

It is a condition of your employment that you have a duty of confidentiality with regards to Complete Fixing Solutions

During the course of your employment you may find yourself in possession of sensitive information, the disclosure of which could be construed as a breach of confidentiality. It is a condition of your employment that you have a duty of confidentiality to Complete Fixing Solutions (CFS), and you must not discuss any sensitive or confidential matter whatsoever with any outside organisation including the media.

Any such breach of confidentiality would be deemed as gross misconduct except as otherwise provided or as permitted by any current legislation (e.g. the UK Public Interest Disclosure Act 1998) and could lead to your dismissal.

viii) Computer, email and Internet use

If you have access to the Company's computers including email and access to the internet as part of your job, you must not abuse this by using these facilities for purposes unrelated to Company business.

All internet use is monitored and accessing pornographic or other unsuitable material, including auction or certain social networking sites is strictly prohibited and would be considered a serious disciplinary offence which may result in dismissal.

Only software packages properly authorised and installed by the Company may be used on Company equipment, you must therefore not load any unauthorised software onto Company computers.

If you have a company email address, this is provided for responsible use on Company business and should not be used in any other way whatsoever.

You must not refer to CFS or its services or represent yourself on behalf of the CFS on social media without formal permission from the Managing Director to do so.

ix) Receipt of Gifts

Your working relationships may bring you into contact with outside organisations where it is normal business practice or social convention to offer hospitality, and sometimes gifts. Offers of this kind to you or your family can place you in a difficult position. Therefore, no employee or any member of his or her immediate family should accept from a supplier, customer or other person doing business with CFS, payments of money under any circumstances, or special considerations, such as discounts or gifts of materials, equipment, services, facilities, or anything else of value unless:

- They are in each instance of a very minor nature usually associated with accepted business practice.
- They do not improperly interfere with your independence of judgement or action in the performance of your employment.

In every circumstance where a gift is offered, the advice of your line manager must be sought.

"...In every circumstance where a gift is offered, the advice of your line manager must be sought ..."

x) Bribery and other Corrupt Behaviour

The Company has a strict anti-bribery and corruption policy in line with the Bribery Act (2010).

A bribe is defined as: giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the company, or to obtain or retain an advantage in the conduct of the company's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances you will be subject to formal investigation under the Company's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

"...If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the company, or to obtain or retain an advantage in the conduct of the company's business this will be considered gross misconduct. ..."

m) Data Protection and Access to Information

CFS will comply with all statutory requirements of Data Protection law including the requirements of the General Data Protection Regulations (GDPR). Any personal or sensitive information on an individual which the Company holds is covered by this legislation. This includes emails too. If you receive a subject access request, you should refer this immediately to your line manager.

If you are a user of such information you need to be sure that you are not breaching any data protection rules when you store or use information and when you write and send emails. This could include but is not limited to:

- Using data which has not been kept up to date.
- Passing on or processing personal information about an individual without their consent.
- Keeping personal information longer than necessary.
- Sending personal information outside the country.

If any breach of data protection rules is discovered such as the leaking or hacking of personal or sensitive data, this should be reported immediately to your line manager, and any immediate action should be taken to close down such leaks. Your line manager will ensure this is properly investigated and the appropriate reporting actions taken if necessary.

Employees can request access to the information held on them by the Company. All requests by employees to gain access to such records should be made in writing. There is no charge for this service.

n) Changes in Personal Information for Employment Purposes

It is important that our records are correct, as inaccurate or out of date information may affect your salary or cause difficulties in situations where contact is required for emergencies. You **must** notify your Line Manager immediately of all changes in the following personal information:

- Name
- Home address
- Telephone number
- Bank account details
- Examinations passed/qualifications gained
- Emergency contact
- Driving licence penalties (if you are required to drive on Company business)
- Criminal charge, caution or conviction
- Conflict, or potential conflict of interest

Personal data on employees is held in accordance with the provisions of the Company's Data Protection Policy which will be made available for inspection by you if required.

DIVERSITY AND EQUALITY AT WORK

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a) Valuing Diversity

i) Statement of Intent

CFS is committed to valuing diversity and seeks to provide all staff with the opportunity for employment, career and personal development on the basis of ability, qualifications and suitability for the work as well as their potential to be developed into the job.

We believe that people from different backgrounds can bring fresh ideas, thinking and approaches which make the way work is undertaken more effective and efficient.

The Company will not tolerate direct or indirect discrimination against any person on grounds of age, disability, gender / gender reassignment, marriage / civil partnership, pregnancy / maternity, race, religion or belief, sex, or sexual orientation whether in the field of recruitment, terms and conditions of employment, career progression, training, transfer or dismissal.

It is also the responsibility of all staff in their daily actions, decisions and behaviour to endeavour to promote these concepts, to comply with all relevant legislation and to ensure that they do not discriminate against colleagues, customers, suppliers or any other person associated with the Company.

ii) Key Actions

In adopting these principles CFS:

1. Will not tolerate acts that breach this policy and all such breaches or alleged breaches will be taken seriously, be fully investigated and may be subject to disciplinary action where appropriate.
2. Fully recognises its legal obligations under all relevant legislation and codes of practice.
3. Will allow staff to pursue any matter through the internal procedures which they believe has exposed them to inequitable treatment within the scope of this policy. If you need to access these procedures they can be obtained from your line manager e.g. Grievance Procedure, Dignity at Work Procedure etc.
4. Will ensure that all managers understand and maintain their responsibilities and those of their team under this policy.
5. Will offer opportunities for flexible working patterns, wherever operationally feasible, to help employees to combine a career with their domestic responsibilities.
6. Will provide equal opportunity to all who apply for vacancies through open competition.
7. Will select candidates only on the basis of their ability to carry out the job, using a clear and open process.
8. Will provide all employees with the training and development that they need to carry out their job effectively.
9. Will provide all reasonable assistance to employees who are or who become disabled, making reasonable adjustments wherever possible to provide continued employment. We will ensure an appropriate risk assessment is carried out and that appropriate specialist advice is obtained when necessary.
10. Will distribute and publicise this policy statement throughout the Company

b) Dignity at Work

i) Statement

Complete Fixing Solutions believe that the working environment should at all times be supportive of the dignity and respect of individuals. If a complaint of harassment is brought to the attention of management, it will be investigated promptly and appropriate action will be taken.

ii) What and How of Harassment

Harassment can be defined as conduct, which is unwanted and offensive and affects the dignity of an individual or group of individuals.

Sexual harassment is defined as "unwanted conduct of a sexual nature, or other conduct based on sex, affecting the dignity of women and men at work". This can include unwelcome physical, verbal or non-verbal conduct.

People can be subject to harassment on a wide variety of grounds including:

- race, ethnic origin, nationality, or skin colour
- sex or sexual orientation
- religious or political convictions
- willingness to challenge harassment, leading to victimisation
- disabilities, sensory impairments or learning difficulties
- status as ex-offenders
- age
- real or suspected infection with a blood borne virus (e.g. AIDS/HIV)
- membership of a trade union or activities associated with membership

Forms may include:

- physical contact ranging from touching to serious assault
- verbal and written harassment through jokes, offensive language, gossip and slander, sectarian songs, letters and so on
- visual display of posters, graffiti, obscene gestures, flags, and emblems
- isolation or non-cooperation at work, exclusion from social activities
- coercion ranging from pressure for sexual favours to pressure to participate in political/religious groups
- intrusion by pestering, spying, following someone
- bullying

iii) What should I do if subject to Harassment?

If you feel you are being harassed, you are strongly encouraged to seek early advice/support from your line manager. If you feel your line manager is harassing you, then you should contact his / her immediate line manager.

You should also keep a written record detailing the incidents of harassment and any requests made to the harasser to stop. This written record should be made as soon as possible after the events giving rise to concern and should include dates, times, places, and the circumstances of what happened.

Complete Fixing Solutions has a formal procedure for dealing with these issues which you can obtain from your line manager.

PAY, BENEFITS AND PENSIONS

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a) Salary Arrangements

Your salary will be paid weekly in arrears at the end of each week by direct credit transfer to your designated bank account.

Your basic pay was outlined in your letter of appointment / statement of terms and conditions. Any subsequent amendments to your basic pay will be notified to you in writing by the Company.

Please refer to your Contract of Employment for confirmation of your Salary

Part-time employees will be paid on a pro rata basis based on the hours they work. In all other aspects, their salaries will be paid in accordance with the pay arrangements for full-time employees of the Company.

If any queries arise with regard to pay, or if it looks as if a mistake has been made, speak to your line manager immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified in the next salary payment.

Appropriate deductions will be made from pay including income tax and National Insurance contributions (NICs), which are subject to each employee's earning level, family status and the number of hours worked.

b) Overtime

Overtime is defined as all hours worked in excess of your full-time contracted hours, which has the prior explicit approval of your manager. Overtime is payable to posts which have been specifically designated as qualifying for overtime payment. Please refer to your Contract of Employment for Overtime terms and conditions.

c) Income Tax

If there are any changes in your personal circumstances which will affect your tax status, you should notify the Inland Revenue, who will automatically inform the Company of any changes to your tax code. Contact details can be found here: <https://www.gov.uk/contact-hmrc>.

d) Business Travel

Any Business travel reimbursements will need to be agreed with David O'Brien. Original receipts will need to be provided to the Company for any of these payments.

e) Sickness Pay Provision

i) Statutory Sick Pay (SSP)

Most employees have a right to statutory sick pay (SSP) as long as they earn more than the lower earnings level. SSP is not however payable for the first three qualifying days of absence. (A qualifying day is a day on which you are normally expected to work under your contract of employment).

There is a limit of 28 weeks' SSP in any one period of sickness or linked periods. (Periods of sickness are said to be linked if the second period starts within eight weeks of the end of the first period.)

SSP is paid in the same way as ordinary pay and is liable to tax and National Insurance contributions.

ii) Occupational Sick Pay

CFS do not pay Occupational sick pay. We pay statutory sick pay in line with Government Legislation.

CFS reserves the right to refuse to pay sick pay if it has reasonable cause to think that an employee is not genuinely sick, if it has cause to believe that an employee is abusing the sick pay scheme if an employee has failed to comply with the notification requirements or has not supplied the appropriate certification. If the sick pay scheme has been abused, disciplinary action may follow.

Payments of sick pay may be terminated, suspended, or reduced if an employee fails to notify the Company of relevant facts, or if their absence or continued absence is due to their taking an unwarranted risk (in or out of work), conducting themselves in a way that prejudices their recovery, abusing alcohol or drugs or other substances, or recklessly endangering the health and safety at work of themselves and others.

f) Pension Scheme

You will be automatically enrolled in the Company Pension scheme, details of which will be provided to you when you have completed your trial period. Please note that no member of the Company can advise you on whether you should join or not. If you are unsure, you should seek independent financial advice.



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GRIEVANCE

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a) Introduction

The grievance procedure is intended as the tool by which a member of staff may formally have a grievance, regarding any condition of their employment, heard by CFS senior management. The aggrieved employee has the right to representation by a Trade Union Representative, a professional organisation, a staff association, or a co-worker.

In the event of a member of staff wishing to raise a grievance, it is preferable for the grievance to be satisfactorily resolved as close to the individual and their line manager as possible. It is understood however that this is not always possible and that a formal procedure is required to ensure the swift and fair resolution of matters which aggrieve employees.

Time scales have been fixed to ensure that grievances are dealt with quickly, however these may be extended if it is agreed upon by both parties.

This procedure is not intended to deal with:

1. Dismissal or disciplinary matters which are dealt with in a separate procedure.
2. Disputes, which are of a collective nature, and which are dealt with in a separate procedure.

b) Stage 1

An employee who has a grievance, should raise the matter with his manager immediately either verbally or in writing. If the matter itself concerns the employee's immediate manager, then the grievance should be taken to their superior.

If the manager is unable to resolve the matter at that time, then a formal written grievance form should be submitted (see appendix 1). The manager should then respond within **2 working days** (i.e. the managers normal working days) to the grievance unless an extended period of time is agreed upon by both parties. The response will give a full written explanation of the managers decision and who to appeal to if still aggrieved.

c) Stage 2

In most instances, CFS would expect the managers' decision to be final and for the matter to end. However, in some circumstances the employee may remain aggrieved and can appeal against the decision of the manager concerned.

The appeal, to the manager next in line, must be made within ten working days of the original response to the employee's grievance. The appeal must be in writing and contain the original formal Grievance form. This manager will attempt to resolve the grievance. A formal response and full explanation will be given in writing, as will the name of the person to whom they can appeal if still aggrieved, **within 7 days**.

Where the 'next in line' manager at this stage is the Director with responsibility for the employees' function, then the grievance should immediately progress to stage 3.

Stage 3

If the employee remains aggrieved there will be a final level of appeal to the Director responsible for the employee's function. This appeal must be made in writing enclosing a copy of the original Formal Grievance letter, to the director within ten working days of receipt of the Stage 2 response. This Director will arrange and hear the appeal with another management representative and respond formally with a full explanation **within 20 working days**.

Where a grievance is raised against a company Director then the grievance will be heard by the Managing Director.

There is no further right of appeal. Where however **both** parties agree that there would be some merit in referring the matter to a third party for advice, conciliation or arbitration, arrangements will then be made to find a mutually acceptable third party.

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DISCIPLINARY

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a) Introduction

Complete Fixing Solutions Limited (CFS) Disciplinary Procedure will be used only when necessary and as a last resort. Where possible, informal and/or formal counselling or other good management practice will be used to resolve matters prior to any disciplinary action being taken. The procedure is intended to be positive rather than punitive but takes cognisance of the fact that sanctions may have to be applied in some circumstances.

An employee can discuss any part of this policy with their Union Representative or their Line Manager. They can help clarify an employee's rights as well as give guidance and support where it may be needed. Every individual has the right to representation from their trade union or a work colleague at any point during the disciplinary process.

You should consult your manager if there is anything that is not clear, or you are unsure about any aspect of this policy.

b) Suspension

Suspension is not disciplinary action. The purpose of suspension is manifold and can be used when it is necessary to remove a member of staff from the workplace pending an investigation for example, to allow time for a 'cooling down period' for both parties, for their own or others protection, to prevent them influencing or being influenced by others or to prevent possible interference with evidence. Only the Manager in charge of that individual, at that time or their superior, have the authority to suspend an individual.

An employee suspended from duty will receive written confirmation within three days of:

- the reason for the suspension
- the date and time from which the suspension will operate.
- the timescale of the ongoing investigation.
- the right of appeal to the immediate manager of the suspending manager should the suspension last more than 7 days

c) Counselling

Counselling is an attempt to correct a situation and prevent it from getting worse without having to use the disciplinary procedure. Where improvement is required, the employee must be given clear guidelines as to:

- what is expected in terms of improving shortcomings in conduct or performance
- the time scales for improvement
- when this will be reviewed
- the employee must also be told, where appropriate, that failure to improve may result in formal disciplinary action.

A record of the counselling should be given to the employee and a copy retained in their personnel file. It is imperative that any counselling should be followed up and improvements recognised and recorded. Once the counselling objectives have been met, any record of the counselling will be removed from the employees file.

If during counselling it becomes clear that the matter is more serious, then the discussion should be adjourned, and pursued under the formal disciplinary procedure.

d) Formal Investigation

Formal investigations should be carried out by the most appropriate manager who is not directly involved with the incident being investigated. This manager may involve others to assist with the investigation process. All the relevant facts should be gathered promptly as soon as is practicable after the incident. Statements should be taken from witnesses at the earliest opportunity. Any physical evidence should be preserved and/or photographed if reasonable to do so.

A report should be prepared which outlines the facts of the case. This should be submitted to the appropriate senior manager / Director who will decide whether further action is required. Where appropriate, this report may be made available to the individual and their representative.

In most circumstances where misconduct or serious misconduct is suspected, it will be appropriate to set up an investigatory hearing. This would be chaired by the appropriate Senior Manager / Director, who would be accompanied by another manager. The investigating manager would be asked to present his/her findings in the presence of the employee who has been investigated. Witnesses should be called at this stage, and the employee allowed to question these witnesses. The employee has a right of representation at this hearing.

Following the full presentation of the facts, and the opportunity afforded to the employee to state his side of the case, the hearing should be adjourned, and everyone would leave the room except the senior manager / Director hearing the case, and the other manager. They would discuss the case and decide which of the following option was appropriate:

1. take no further action against the employee
2. recommend counselling for the employee
3. proceed to a disciplinary hearing

All parties should be brought back, and informed as to which option has been chosen.

Should the decision be taken to proceed to a disciplinary hearing, then this may follow on immediately from the investigatory hearing if the following criteria have been met:

- the employee has been informed by letter that the investigation may turn into a disciplinary hearing, and that he has the right of representation
- he has been told in advance what the nature of the complaint is, and had time to consult with a representative
- all the facts have been produced at the investigatory hearing, and the manager / Director is in a position to decide on disciplinary action.
- the manager should inform the employee and their representative that the hearing would now become a formal disciplinary hearing and invite them to say anything further in relation to the case.

It may be appropriate at this point to adjourn proceedings, whilst necessary arrangements are made for a representative to attend the hearing at the request of the employee.

Should anyone who is subject to disciplinary action resign during the course of it, the action will cease unless there are extenuating circumstances which require it's continuance. The subject of the discipline may also request that the disciplinary action continue.

e) Examples of Minor Misconduct

Below are listed examples of misconduct which may warrant either a Verbal Warning or a First Written Warning. It is stressed however that this list is not exhaustive and that on all occasions a full and proper investigation must take place prior to the issue of a warning.

- Persistent lateness and poor timekeeping.
- Absence from work, including going absent during work, without valid reason, notification, or authorisation.
- Smoking within unauthorised areas.
- Failure to work in accordance with prescribed procedures.
- Incompetence.
- Unreasonable standards of dress or personal hygiene.
- Failure to observe Company regulations and procedures.

f) Examples of Gross – Misconduct

Listed below are examples of misconduct which may be Gross Misconduct and may warrant a Final Warning, Demotion or Dismissal. It is stressed however that this list is not exhaustive and that on all occasions a full and proper investigation must take place prior to the issuing of a Final Warning, Demotion or Dismissal.

- Theft, including unauthorised possession of CFS property.
- Breaches of confidentiality, prejudicial to the interest of the CFS,
- Being unfit for duty because of the misuse/consumption of drugs or alcohol.
- Refusal to carry out a management instruction which is within the individual's capabilities, and which would be seen to be in the interests of the CFS.
- Breach of confidentiality / security procedures.
- Bribing or attempting to bribe another individual, or personally taking or knowingly allowing another person to take a bribe.
- Physical assault, breach of the peace or verbal abuse.
- False declaration of qualifications or professional registration.
- Failure to observe CFS rules, regulations, or procedures.
- Wilful damage of property at work.
- Incompetence or failure to apply sound professional judgement.

g) WARNINGS

i. Verbal Warning

A Verbal Warning is appropriate when it is necessary for the manager in charge to act against an employee for any minor failing or minor misconduct.

ii. First Written Warning

A First Written Warning is appropriate when:

- a verbal warning has not been heeded and the misconduct is either repeated or performance has not improved as previously agreed.
- an offence is of a more serious nature for which a written warning is more appropriate.
- the recurrence or accumulation of an offence/offences, if left, will lead to more severe disciplinary action.

iii. Final Written Warning

A Final Written Warning is appropriate when:

- an employee's offence is of a serious nature falling just short of one justifying dismissal.
- an employee persists in the misconduct which previously warranted a lesser warning.

iv. Time Scales for the expiry of Warnings

Warnings issued to employees shall be deemed to have expired after the following periods of time.

- Verbal Warnings: 6 months
- First Written Warnings: 12 months
- Final Written Warnings: 18 months (or as agreed and recorded at the hearing)

These time scales remain provided that during that period, no further warnings have been issued in respect of the employee's conduct.

v. Letter of Warning

All Warnings must contain the following information:

- The letter must be issued within 7 days of the date of the disciplinary hearing.
- The nature of the offence and where appropriate, that if further misconduct occurs, more severe disciplinary action will be taken.
- The period of time given to the employee for improvement.
- The employee's right to appeal to the manager directly above that of the one issuing the warning.
- A copy of the warning and any supporting documentation must be attached to the individual's personnel file.
- The employee must also receive a copy of the warning which in the case of any written warning will be sent to their home address by recorded delivery if not handed to them in person.
- In the case of a final written warning, reference must be made to the fact that any further misconduct will lead to dismissal, and that the employee has the right of appeal, and to who they can make that appeal.

h) Downgrading or Transfer to another Post

This action is appropriate when:

- previous attempts, via the disciplinary procedure, to rectify a problem have failed and this is a final attempt to solve a problem without having to dismiss an employee.
- an employee is considered by the Manager of the department to be incompetent or otherwise unfit to fulfil the duties for which he is employed but where dismissal is not thought to be appropriate.

i) Dismissal

Dismissal is appropriate when

- an employee's behaviour is considered to be Gross Misconduct.
- an employee's misconduct has persisted, exhausting all other lines of disciplinary procedure.

The letter confirming dismissal will contain the following information:

- The reason for dismissal and any administrative matter arising from the termination of their employment.
- The employee's right of appeal and to whom they should make that appeal

j) Appeals

Every employee has the right to appeal against the outcome of a disciplinary hearing. The basis of an appeal should normally relate to one of the following areas:

- that the company's procedure had not been followed correctly.
- that the resulting disciplinary action was inappropriate.
- that the need for disciplinary action was not warranted.
- that new information regarding disciplinary action, has arisen

An appeal should be put in writing. The letter of appeal may be constructed by the employee or their representative. The letter should contain the grounds for appeal and should be lodged within 10 days of receipt of the warning / dismissal letter.

An appeal will be arranged within 20 working days of receipt of the appeal letter.

i. Appeals against Verbal and First Warnings

In the case of verbal and first warnings, the appeal will be heard by the manager next in line to the one who issued the warning.

ii. Appeals against Downgrading, Final Warnings and Dismissal

The hearing and determining of appeals against final warnings and dismissal will be heard by the appropriate Director or Chief Executive. They may also involve another senior manager / Director not previously involved with the case.

When dealing with an appeal against a Final Warning or Dismissal written statements of case may be submitted no later than 2 days prior to the date of Appeal Hearing. No additional written evidence will be admitted by the Appeal Committee on the date of the Hearing.

Witnesses may be required by either party at an appeal hearing, dependent upon the circumstances and nature of the case. However, there is no specific obligation on either party to produce a witness. Either party must give 5 days prior notice that they intend to call specific persons involved or associated with the case under consideration.

It is the responsibility of the management representative and for the appellant to each arrange for the availability and attendance of any witness they wish to call.

CFS

LEAVE ARRANGEMENTS

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a) Annual Leave

Employees of CFS whether part-time or full-time are entitled to a 21 day annual holiday pay and also payment for bank holidays. A week's leave allows you to be away from work for a week – that is the same amount of time as your working week. If you do a five-day week, you are entitled to 21 days leave per year. Please keep some of your 21 days leave to cover time off over Xmas and New year.

Holidays must be agreed with your manager as early as possible. The Company will where possible try to accommodate individual preferences for holiday dates, but the needs of the business may have to take precedence, particularly where short or inadequate notice is given.

- The holiday year runs from 1st April to 31st March
- Leave for employees joining after the start of the leave year accrues at the rate of one twelfth of the annual entitlement for each complete calendar month of service
- Your holiday pay will be calculated using the previous 52 weeks (or if you have worked for us for less than that, the number of weeks you have been employed) as a reference period.
- Leave for employees who terminate their employment during the leave year is calculated on the same basis. If, however, the annual leave entitlement has been exceeded, a deduction calculated on the same basis will be deducted from the final salary payment.
- Holiday pay in lieu of accrued leave will be paid only on termination of employment and will normally be subject to a maximum of 10 working days.

CFS also recognises statutory Bank Holidays in addition to basic annual leave entitlement.

b) Maternity Leave and Pay Policy

Pregnant employees will be entitled to take 26 weeks' Ordinary Maternity Leave and 26 weeks Additional Maternity Leave, irrespective of their length of service or the number of hours worked each week.

You may not return to work during the two weeks immediately following the birth of your child (four weeks for women who work in factories).

You are free to choose when you would like your maternity-leave to start, however, the earliest you can choose to start your maternity leave is during the 11th week before the expected week of your child's birth.

In certain circumstances, your maternity leave may start automatically earlier than the date you chose as the start date for your maternity leave. This applies where you are absent from work wholly or partly because of pregnancy at any time during the four weeks before the expected week of childbirth or if you give birth early.

If you have at least 26 weeks' service by the end of the 15th week before child is expected to be born, you may be entitled to Statutory Maternity Pay (SMP), provided your average weekly earnings are at or above the Lower Earnings Limit for National Insurance.

SMP is payable for 39 weeks. For the first six weeks, SMP will be paid at 90% of your average weekly earnings. For the remaining 33 weeks, SMP will be paid at the standard rate which is prescribed by regulations and is adjusted from time to time. The Company will inform you of the applicable rate. If your average weekly earnings fall below the standard rate, SMP will be paid at 90% of your average weekly earnings throughout.

SMP will be paid subject to deductions for tax and National Insurance contributions in the normal way.

In order to be eligible for maternity leave and SMP, you are required to notify your line manager in writing by or during the 15th week before the expected week of your child's birth. You must inform your Line Manager of the following:

- you are pregnant
- the week in which your child is due
- the date you intended to start your maternity leave
- the date from which you will be claiming SMP

You should enclose a MAT B1 certificate with your written notification signed by your registered doctor or registered midwife to confirm the expected week of childbirth.

You may change the date you start your maternity leave providing you give at least 28 days' notice in writing of either the new start date or the original start date (whichever is earliest).

Within 28 days of receiving your notice, CFS shall notify you in writing of the date when your maternity leave will end.

Prior to your departure on maternity leave, your line manager will meet with you to discuss your rights and entitlements during maternity leave, the possibility of flexible working on your return to work and the level of contact you would like with the Company during your maternity leave. You should feel free to raise at this meeting any queries or concerns.

Your line manager may also offer you up to 10 days work during your maternity leave. It is up to you if you wish to work these days. The rate of pay for the work will be agreed in advance with you. Your right to maternity leave and SMP will not be affected.

During Ordinary Maternity Leave, you will continue to receive your contractual benefits and your normal terms and conditions will continue to apply, except for those terms relating to wages and salary. You will continue to accrue holiday.

During Additional Maternity Leave, the rights, and obligations under your contract of employment are reduced, but you must still give notice in accordance with your contract of employment if you want to leave. In addition, you will continue to be bound by your obligations of confidentiality and loyalty. Only statutory holiday will accrue.

If any pregnant employees, or employees who have recently become mothers or who are breastfeeding are employed in positions which have been identified as posing a risk to their health and safety or that of their baby they will be notified immediately, and arrangements will be made to eliminate the risks.

If you have concerns about your own health and safety at any time you should consult your Line Manager immediately.

You do not have to notify CFS separately of your return date. It will be assumed that you will come back to work on the date CFS has notified you is the end of your maternity leave period. However, if you wish to return to work before the end of your full maternity leave entitlement, you should give your line manager at least 8 weeks' notice in writing of your intended return date.

If you return to work immediately after a period of Ordinary Maternity Leave you will return to work in the same job you left before you started your maternity leave.

If you return to work from a period of Additional Maternity Leave, you will return to the same job you were employed to do. If this is not reasonably practicable, you will be offered a similar job on equally favourable terms and conditions.

If you decide not to return to work after maternity leave, you should confirm this in writing and give the notice required by your contract of employment.

On your return from maternity leave, your line manager will arrange a meeting with you to discuss any changes which have taken place during your absence. This will be an opportunity to discuss any issues relating to breastfeeding. You should also feel free to raise at this meeting any queries or concerns you have.

Parallel arrangements are available for the adoption of a child.

"...If any pregnant employees, or employees who have recently become mothers or who are breastfeeding are employed in positions which have been identified as posing a risk to their health and safety or that of their baby they will be notified immediately, and arrangements will be made to eliminate the risks..."

c) Paternity Leave and Pay

Statutory Paternity Leave is a maximum of two weeks' leave, following the birth of a child, taken in order to support the mother or care for the new child. It can be taken as a single week or two consecutive weeks. It cannot be taken as odd days or as two separate weeks.

Statutory Paternity Leave must be taken within 56 days of the birth. If the baby is born earlier than expected, it must be taken within 56 days from the date the baby was due.

To qualify you must have worked for the Company for at least 26 weeks by the end of the 15th week before the expected birth week.

Statutory Paternity Pay is paid at a fixed rate per week (determined in legislation) or 90% of average earnings if that is less. It is paid less tax and National Insurance contributions in the normal way.

During Statutory Paternity Leave, you are entitled to all of your normal contractual terms and conditions as if you were not absent, apart from basic wages and salary. You have the right to return to exactly the same job, on the same terms and conditions after Statutory Paternity Leave.

Paternity leave and pay are also available for the adoption of a child.

d) Shared Parental Leave

This leave entitlement is designed to give parents / adopters more flexibility in how to share the care of their child in the first year following birth or adoption. If you are eligible you can share up to 50 weeks leave, you and your partner can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child. To be eligible you must meet the following criteria:

- You (or your partner) must be entitled to maternity / adoption leave, or statutory maternity / adoption pay (or maternity allowance from the Government) and you must share the main responsibility for caring for the child with your partner. In addition, you and your partner will also be required to follow a two-step process to establish eligibility as follows:
- **Step 1 - Continuity test:** if you are seeking to take shared parental **leave**, one parent / adopter must have worked for the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of having been matched with a child or adoption) and they should still be employed in the first week that shared parental leave is to be taken.

The other parent /adopter must have worked for 26 weeks in the 66 weeks leading up to the due date and have earned at least £390 in total in 13 of the 66 weeks (add up the highest paying weeks, they don't need to be in a row)

- **Step 2 - Individual eligibility for pay:** To qualify for shared parental **pay** the parent / main adopter must, as well as passing the Continuity test, also have earned an average salary of the National Insurance lower earnings limit or more for the 8 weeks prior to the 15th week before the expected birth / adoption.

e) Parental Bereavement Leave and Pay

Should you suffer the loss of a child under the age of 18 or a stillbirth after 24 weeks of pregnancy, if you have 26 weeks' continuous service with us, you will be entitled to two weeks paid leave at the statutory rate. If you do not meet these criteria, you will still be entitled to unpaid leave.

f) Unpaid Parental Leave

As well as Shared Parental Leave, any eligible employee who has or expects to have responsibility for a child is entitled to take Unpaid Parental Leave to care for that child. This includes the child's registered father or anyone else who has or expects to have formal parental responsibility for the child. To be eligible to take Parental Leave, an employee must have been employed by the Company for at least one year.

Parental Leave consists of 18 weeks' unpaid leave for each child born or adopted, taken at any time up to the child's eighteenth birthday. Up to four weeks' Parental Leave can be taken in respect of each child, each year, in blocks of one week or more. Employees cannot take the leave in blocks of less than one week unless the child is disabled. You must give your line manager at least 21 days' notice of your intention to take Parental Leave.

Although the situation around pregnancy and adoption appears complex, it is normally quite straightforward to work out your entitlement. Therefore as soon as you know you are pregnant or have been matched with a child for adoption, please let your manager know as soon as is practical. We will calculate your entitlement and the relevant dates for you.

g) Time Off for Dependants

You are legally entitled to take a reasonable amount of time off to deal with certain prescribed emergencies involving certain dependants. This leave is called Time Off for Dependants. Time Off for Dependants can be taken, for example, if a dependant falls ill or is injured, if care arrangements break down, or to arrange or attend a dependant's funeral. A dependant is your child (including adopted child), husband, wife or parent. It also includes someone who lives in your household, and someone who reasonably relies on you, such as an elderly relative. Any time taken off must be necessary and reasonable in the particular circumstances. Time Off for Dependants is not paid.

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HEALTH AND SAFETY

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a) Introduction

CFS recognises and accepts its responsibility as an employer to maintain, so far as is reasonably practicable, the safety and health of its employees, and of other persons who may be affected by its activities.

It is your duty as an employee not to put at risk either yourself or others by your acts or omissions. You should also ensure that you are familiar with the Company health and safety arrangements. Should you feel concern over any health and safety aspects of your work, this should be brought to the attention of your line manager immediately.

b) Health & Safety Policy

Complete Fixing Solutions Health & Safety Policy has been prepared to define the way that CFS intends to manage health and safety and meet the requirements of Section 2(3) of the Health and Safety at Work etc. Act 1974.

Complete Fixing Solutions Limited's Health and Safety Management Document System is contained within the Health & Safety Policy and its associated Instructions, Procedures, Assessments, and guidance documents. The policy formally communicates the instructions and procedures covering operation and work activities from the Company Directors to their supporting managers, supervisors and all other personnel employed or involved in the Company's activities. The policy has been developed to meet statutory requirements for a Safety Management System to ensure the health and safety of all personnel associated with work activities of the Company including contractors, visitors, and the public.

The Policy and its associated documents apply as defined to all personnel employed or contracted to the Company as appropriate to the work being undertaken. It is the duty of personnel so involved to apply the requirements of these documents to their work.

c) Employee Responsibilities

Employees are regarded as being any person who is employed by the Company irrespective of the method of payment made to that person - direct employees, those on 25% deduction or with a 715-tax certificate are all regarded as employees.

Due to the size of the organisation and the number of projects that may be undertaken at any one time there will be situations whereby employees will be relied upon to adopt the Health and Safety responsibilities of those persons above their standard position in the hierarchy to ensure that they are able to meet their statutory responsibilities and to ensure the overall safety of the project.

The attention of all employees is drawn to their responsibilities under the Health and Safety at Work etc. Act 1974. These include the following in particular: -

- To read and understand the company's health and safety policy and comply with the prescribed arrangements.
- Not to intentionally, or recklessly, interfere with or misuse anything provided in the interests of health, safety or welfare.
- To use personal protective equipment issued by the Company to protect health and safety.
- To only use work equipment, as instructed and trained. No unauthorised use of equipment is permitted; neither is repair nor modification permitted unless express authority is given. Damage to equipment should be notified to the relevant Manager.
- To be aware of and understand the emergency procedures in the event of a fire or an accident.
- To report all accidents or near misses to a manager, including those where no injury occurred.
- To comply with any reasonable instructions given by Managers or appointed persons, for example the fire warden(s).

d) Accident & Near Miss Reporting

Complete Fixing Solutions (CFS) Limited is totally committed to providing an accident and incident free working environment. To achieve this, we encourage all employees and sub-contractors to ensure all accidents, incidents, near miss situations and work-related illnesses are recorded and reported to the CFS Health and Safety Team.

Accident/Near Miss report forms are available from your line manager, and it is the responsibility of each individual employee to report and record any accident involving personal injury. Any accident or near miss occurrence (i.e., no one was injured but the incident had the potential to injure or kill) at work should be reported immediately to your line manager.

All Complete Fixing Solutions Limited employees are responsible for ensuring:

- All incidents, work-related illnesses, and accidents where any person sustains injury, or could have potentially sustained an injury i.e., a near miss, or where damage to property occurs must be reported to the CFS Health and Safety Team.
- A report of the accident/incident must be recorded on the CFS accident/incident report form. This can be obtained from your line manager.
- All employees who are absent from work following an accident must complete a self-certification form, which clearly states the nature and cause of the injury.
- For any employee who suffers an injury at work which results in them being away from work, or unable to do their normal work, for 7 days or more (including weekends, rest days or holidays) it is important that your manager is informed as the Health and Safety Executive also need to be informed that an injury or dangerous occurrence has taken place. Employees are not expected to make this report themselves.

e) First Aid

CFS believes that best practice is to ensure staff have access to a trained First Aider or Appointed Person (someone who can take charge in the event of an accident).

Details of these trained staff will be communicated during site health and specific safety inductions, displayed on your staff notice boards, and communicated by your line manager. It is important that you familiarise yourself with names and contact details.

TRAINING AND DEVELOPMENT

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a) Training & Development Policy

CFS aims to provide training opportunities which will provide:

- An induction programme which all staff will be required to undertake and will assist staff settling into their new role/job.
- A progressive training and development scheme to enable staff to develop, relevant skills and acquire knowledge to underpin their current role and career aspirations.

b) Personal Development Planning

i) Introduction

The Company has a Personal Development Planning Scheme. The aims and purposes of the Scheme are:

- To help managers and staff to make effective arrangements to identify and meet learning needs
- To develop the skills, knowledge, values and behaviour that staff need to do their current jobs well

ii) PDP - The Process

There are 3 stages in the process:

- **Preparation** – where you and your manager prepare separately for the interview using the appropriate documentation.
- **The Personal Development Plan Discussion** – where a personal development plan is agreed by you and your manager.
- **Monitor & Review** – the method and timescale for monitoring should be agreed at the discussion stage and implemented throughout the year.

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LEAVING THE COMPANY

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a) Notice Period

Unless your employment is terminated by agreement or specified otherwise in your principal statement of terms and conditions, you or CFS are required to give a period as detailed within your Contract of Employment.

These periods of notice will apply if you are dismissed on grounds of competence or if your dismissal is the result of disciplinary proceedings in circumstances where summary dismissal is not justified. Your employment may be terminated without notice where dismissal follows disciplinary proceedings.

b) Working Notice

In all cases CFS reserves the right to enforce your full notice period. Your full remaining annual leave entitlement should be taken during your notice period in agreement with your line manager. Exceptionally, if this is not possible, your manager may agree to make a payment in lieu of this.

If you resign and are in possession of CFS property (including computer files), you should make your manager aware of these, and arrange how they will be handed back to CFS management. You remain bound by the confidentiality arrangements outlined in your contract of employment during this period.

In exceptional circumstances, if deemed appropriate and as an alternative to working your notice, the Company reserves the right either to transfer you to other suitable duties during your notice period or to require you to accept payment in lieu of any entitlement to notice.

c) Other Conditions on Leaving

On leaving, CFS will deduct from any money due to you such sums as you may owe to the Company. These may include, but are not restricted to, any loans, relocation assistance, court orders and payment made for holidays taken more than entitlement.

If you leave without giving notice and without Complete Fixing Solutions agreement, you are in breach of your contract and you may forfeit some or all any salary due to you.

Before leaving, you must hand over to your manager all articles belonging to CFS including your ID badge and any documents, equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

After you have left, you must not:

- Solicit or seek to entice away any CFS staff
- Use or divulge to any person or organisation any confidential information relating to the business of CFS.

Should your employment be terminated following disciplinary action it is likely you will receive payment in lieu of notice. However, as there are numerous reasons as to why someone is dismissed, payment in lieu of notice will be reviewed on an individual basis taking into consideration the reasons behind the dismissal.

Should you be dismissed for reasons of gross misconduct, your employment will be terminated immediately without the benefit of notice or payment in lieu of notice.

d) Retirement

In line with current legislation CFS does not have an age where it expects employees to retire. It is however our policy to have regular workplace/appraisal discussions with all our staff where they can discuss performance and any development needs, they may have, as well as their future aims and aspirations. Staff and their managers can also use this opportunity to discuss retirement planning should the employee wish to do so.

You should ensure that you inform your line manager at least 6 months before you plan to retire to ensure all appropriate arrangements are made (e.g., sourcing a replacement, mobilising your Company pension etc.).

APPENDICES

a) Policy references

Overriding Policies

CFS Health and Safety Policy Statement
CFS Quality Policy Statement
CFS Environmental Policy Statement
QP16_Full_HR_Manual_2021

HR Policies

HRP_001_Standards of Conduct
HRP_002_Harassment Policy
HRP_003_Equal Opportunities Policy
HRP_004_Drug and Alcohol Abuse Policy
HRP_005_Internet and Email Usage Policy
HRP_006_Whistleblowing Policy

b) Procedural References

HR_001_v1_Disciplinary Procedure
HR_002_v1_Capability Procedure
HR_003_v1_Induction Process
HR_004_v1_Controlling Absence Policy
HR_005_v1_Performance Appraisal
HR_006_v1_Grievance Procedure

c) HR Forms

HRF_001_v1_New Starter
HRF_002_v1_Probationary Assessment Form
HRF_003_v1_Suspension Letter
HRF_004_v1_Suspension Extension
HRF_005_v1_Notification of Disciplinary Meeting
HRF_006_v1_Disciplinary No Further Action
HRF_007_v1_Verbal Warning
HRF_008_v1_First Written Warning
HRF_009_v1_Final Written Warning
HRF_010_v1_Dismissal
HRF_011_v1_Return to Work Assessment

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