

<b>Introduction</b> .....	3
<b>Terms &amp; Conditions</b> .....	3
Offer Letter & Contract of Employment.....	3
Payroll Processing.....	3
Performance Related Bonuses .....	3
Roles & Responsibilities.....	4
Place of Work.....	4
Booking On and Off & Check Calls.....	4
Rest Breaks .....	4
Additional Hours / Shifts and Overtime.....	4
Changing Your Hours of Work .....	4
Other Work & Outside Interests.....	5
Business Ethics & Confidentiality.....	5
Access Control Cards, Security Codes & Passes.....	5
The Right of Search.....	5
Leaving the Company / Resignation .....	5
Loss / Transfer of Customer Contract to another Employer .....	6
Removal from Site at Customer Request .....	6
Dismissal for Gross Misconduct.....	6
Retirement.....	6
General Termination Issues .....	6
Claw Back of Uniform and Training Costs.....	6
Records and Use of Data .....	6
Press Enquiries.....	6
<b>SIA Licensing</b> .....	6
Application or Renewal.....	6
Issuance of an LDN.....	7
Display of License .....	7
<b>Sickness &amp; Absence</b> .....	7
Notification of Absence .....	7
Certification of Absence .....	7
The Return to Work Interview and Management of Short Term Absence .....	7
Long Term or Persistent Absence.....	8
Sick Pay .....	8
Breach of the Sickness Absence / Pay Policy.....	8
Holiday Entitlement.....	8
Holiday Rules .....	8
Public / Bank Holidays .....	9

Other Leave Entitlements .....	9
Maternity Leave Eligibility & Entitlements .....	9
Paternity Leave .....	9
Adoption Leave Eligibility .....	9
Statutory Time Off for Dependants .....	9
Court Attendance: Jury Service or Witness .....	10
Compassionate Leave .....	10
<b>Company Policies</b> .....	10
Disciplinary & Grievance Policy .....	10
Part 1: Disciplinary Procedure .....	10
Part 2: Grievance Procedure .....	13
<b>Company Policies (Available Online)</b> .....	15
<b>Additional Company Policies</b> .....	15
Social Media Guidance .....	15
Performance Improvement / Management.....	16
Anti-Harassment Policy .....	17
Confidentiality Policy.....	19
Dress Policy.....	19
Mobile Phone Policy .....	20
Smoking Policy.....	20
Public Interest Disclosure Policy.....	21
Receipt of Gifts Policy .....	22
Reimbursement of Expenses Policy.....	23
Timekeeping Policy.....	23
<b>Elite Security Group – Code of Conduct</b> .....	23
<b>Pay &amp; Benefits</b> .....	25
Pay Policy .....	25
Expenses .....	25
Display Screen Equipment .....	25
Pensions (Automatic Enrolment).....	25
Changes to Personal Details .....	26
Uniform.....	26
Personal Protective Equipment (PPE).....	26
Time off for Dependants / Family Emergencies .....	26
<b>Flexible Working</b> .....	27
<b>Online Services Portal</b> .....	27
<b>Amendments since Sept 2010 (1<sup>st</sup> Edition)</b> .....	28

## Introduction

Elite Security Group has been providing a range of Manned Security Services (including **Security Guarding, Mobile Patrols, Keyholding & Alarm Response Services and Vacant Property Inspections**) to clients across the country for well over two decades. Our management team are dedicated to excellent service delivery, and with their wealth of knowledge, they are best placed to ensure a quality and bespoke service solution for the client. The key to our success however is based almost entirely on the quality of our service delivery, provided ultimately by you, the employee. It is our firm intent that all employees should have an equal level of advancement, access to opportunity, and the training necessary to that end, irrespective of the employee's sex, race, colour, religion or beliefs, disability, sexual orientation or age.

This Employee Handbook is intended as a summary of your overall terms and conditions of employment, and other information which will be helpful to you during your time with the Company. It is intended to help new employees become familiar with the Company and acts as a reminder and method of communication for existing employees. This Employee Handbook supersedes and replaces all other handbooks, policy documents, papers or manuals that may have been issued in connection with employment or contract matters. Full terms and conditions of your employment are contained in your contract of employment. There is no intention to deprive you of any previous entitlements, or to impose any new contractual terms, so please ask your manager if you are unsure of anything contained in this Handbook. This Employee Handbook is up to date as of the date of issue, but if there are any significant changes moving forward, you will be advised of them in writing.

You will note that this Employee Handbook contains contractual and non-contractual sections. Should the Company wish to make any changes to contractual terms, existing employees will be consulted prior to any changes being finalised. New employees will need to check their contract to confirm whether the contractual terms differ from those listed in this Employee Handbook. We may need to update the non-contractual sections from time to time, to make sure we keep up to date with changes in the law and to update, amend or remove any policies or information that becomes irrelevant, incorrect or out of date. Where there is any discrepancy or conflict between this Employee Handbook and other documents, your contract of employment takes precedent over the terms enclosed within this Handbook, unless you are advised in writing to the contrary.

If you have any questions about the contents of this Employee Handbook, or any aspect of your employment, please talk to your immediate manager. The Human Resources Department will also be pleased to help you with matters relating to your employment with the Company and can be emailed at [hrsupport@elitesecuritygroup.co.uk](mailto:hrsupport@elitesecuritygroup.co.uk).

## Terms & Conditions

### Offer Letter & Contract of Employment

You will have received an Offer Letter and Contract of Employment prior to your employment beginning. It is important that you fully understand these documents as they form the foundation of the employee-employer relationship. Your employment is and continues to be subject to various criteria including, but not limited to, screening and vetting compliance in accordance with BS7858, you being eligible to work in the UK and providing proof that you are eligible, you holding the necessary Security Industry Authority Licences and you not breaching any obligations you still owe to a previous employer.

### Payroll Processing

As part of your New Starter pack, including your Offer Letter and Contract of Employment, you will have received a New Employee Information form, a New Starter Checklist and a Medical Questionnaire. The return of all these complete documents, in addition to a Signed Contract, is essential. We simply cannot set you up on our payroll system without these documents.

Our payroll processing is managed through an industry leading software package known as Timegate. This software manages the booking on and off of individuals, and it manages our check call system. All wages payments are derived from this Timegate system. Therefore, it is imperative that you book on and off using Timegate. Adjustments and/or amendments to timings can be made through our Control Room, but Timegate remains the source and starting point of all our payroll processing functions.

### Performance Related Bonuses

In some instances, your Offer Letter may have offered a rate of pay as a Standard Rate of Hourly Pay with a further reference to an additional Performance Related Bonus value. This performance related bonus would typically be applied when the Company and/or Client and/or Managing Agent believes you have performed your job role in accordance with instructions and/or performed to the best of your abilities. Attendance and conduct also form part of this wider performance measure.

As per the dictionary definition of the word "bonus", this additional payment is as a reward for good performance and as such may be refused or removed where such performance is questioned by either the Company or the Client. The Company reserves the right to remove any bonus award not only for performance failures as explained, but also for any questionable sick absence or other action or behaviour likely to cause operational upheaval for the site or Company.

The Company does however enjoy a very positive reputation with regards to performance related bonuses. Typically, the Company will pay over 97% of bonus values

in any given month. The Company considers the payment of bonuses a demonstration of a sites' professionalism, operational proficiency and wider Client satisfaction.

#### Roles & Responsibilities

The role of a Security Officer is to prevent and/or deter acts of vandalism, trespass, criminal damage or other criminality or conduct not believed to be in the interests of the Client you are tasked with protecting. As such, it is a fundamental requirement that you remain alert and vigilant to such threats throughout your attendance on site.

You will receive site specific training in order to fulfil your role, and each site has detailed Assignment Instructions to guide you through any specific job functions expected of you on any given site. You should make sure you have read and understood the duties listed in the Assignment Instructions and speak to your immediate manager or supervisor as soon as possible if you find anything contained in them unclear.

During working hours you are expected to devote your time, attention and individual abilities exclusively to the Company's business and to carry out any duty or task reasonably requested by your manager or supervisor promptly and properly and not to refuse any reasonable request. The Client may from time to time request additional services or duties and the Company will do its best to meet those additional requirements. This means that the Company needs you to be flexible and from time to time you may be asked to take on additional duties, either on a temporary or permanent basis. Where necessary additional training or guidance will be provided, although the new duties will normally fall within the range of the type of duties you normally perform.

It is important to note that whilst you will likely engage with the Client through the normal course of your job role, you remain an employee of Elite Security Group, a contractor, and you do need to maintain the professionalism expected of a contractor. It is also important that you do not discuss with the Client any subject matter likely to fall outside of their scope of interest or responsibility (for example: any and all employment matters, holiday bookings, training requests, uniform requests etc).

#### Place of Work

Your offer letter will specify the location (and Client contract if appropriate) at which you will be required to work when you begin your employment with us, whether on Company premises or those of a Client. It may be necessary from time to time to transfer you to another place of work, within reasonable travelling distance from your home base, on a temporary or permanent basis. This may be due to the needs of the business, customer requirements, to fulfil your training requirements or as a result of disciplinary action. There may also be times when you are required to travel elsewhere and stay

overnight as part of a training programme. We expect this reasonable degree of flexibility from you. However, where the Company would like to make a significant change to your place of work, the Company will consult with you and give you reasonable notice of any permanent move, take into account your personal situation, and advise you of the options should you be unwilling or unable to transfer to the new location.

#### Booking On and Off & Check Calls

You are required to book on and off at the beginning and end of your shift, under no circumstances should you book on or off for a colleague. Booking on or off for a colleague without permission may be viewed as gross misconduct under the Company's disciplinary procedure. You will also be required to carry out check calls in accordance with the instructions on site. This may be more frequently on one site to another and is based entirely on a health and safety and/or risk assessment. It is imperative that check calls are carried out accordingly. These are in place for your health and safety and you yourself have a responsibility to comply with this requirement.

#### Rest Breaks

The Working Time Regulations 1998 note a rest break exclusion for the security industry "where the worker is engaged in security and surveillance activities requiring a permanent presence in order to protect property and persons". However, whilst often scheduled breaks or pre-planned periods of rest is unworkable in the security environment, the Company believes there is always ample opportunity for adequate compensatory rest to be taken. In the event that scheduled rest periods are required during your work hours (for example, for medical reasons), the Company will make every effort to consider what reasonable adjustments can be made. Furthermore, rest periods should be taken away from your work station, but should not involve sleeping, or giving the appearance of sleeping, whilst fundamentally remaining 'on duty'. It remains the responsibility of the employee to advise the Company of any scenario whereby reasonable adjustments are to be considered.

#### Additional Hours / Shifts and Overtime

From time to time, you may be asked to work additional hours or shifts beyond your contracted hours at peak times, to cover for colleagues' absence, or to meet customer requirements. The Company expects your reasonable cooperation with such requests, although these additional hours do not amount to compulsory overtime. These hours will be paid at your normal rate, unless otherwise agreed. Any overtime and/or additional hours worked must be authorised in advance by your manager.

#### Changing Your Hours of Work

Should we propose to make any significant and permanent changes to your hours of work, we will consult

with you to gain your agreement to the proposed changes, taking into account your personal circumstances or preferences. You will be given notice before changes take place unless you agree to commence the new arrangements straight away. However, should you decide not to accept the proposed changes, we will advise you of your rights and entitlements and the process we will follow if we decide to implement the changes.

#### Other Work & Outside Interests

We recognise that from time to time you may want to take up separate employment with another organisation or pursue outside business activities or interests whilst still employed by Elite Security. Although we do not wish to unreasonably interfere in, or restrict what you do outside of work, we do need to protect our own interests and those of all our employees. Therefore, we ask that you inform your manager in writing if you have any other employment, business activity or interest whilst working for the Company. Where the Company considers that this is incompatible with its interests, likely to damage its reputation and credibility, affects your ability to fulfil your duties or creates a conflict of interest, we reserve the right to ask you to make the choice between employment with the Company and your other interests, activity or other employment. If you fail to inform us of this and it causes a conflict of interest then you may be subject to disciplinary action, up to and including dismissal. Where you have close family or other relationships with other Company employees or employees of our customers, competitors or suppliers, this might result in a conflict of interest. In such situations you should declare this to your manager. The Company will deal with each situation on its own merit, depending on the potential conflict of interest.

#### Business Ethics & Confidentiality

For the purposes of this section **“confidential information”** shall include: information relating to business methods; corporate plans; finances; business opportunities and development projects of the Employer; trade secrets including designs or inventions belonging to the Employer; all or any information relating to the marketing or sales of any past, present, or projected product or service of the Employer; and any information in respect of which the Employer owes an obligation of confidentiality to a third party.

You are expected to maintain the highest standards of personal and professional integrity and honesty at all times and in all dealings with customers, colleagues and members of the public. In addition you are expected to devote your whole time, skill and attention during working hours to your work for the Employer.

You acknowledge that during the course of your employment you will have access to confidential information belonging to the Employer. You shall not at any time during (except in the proper course of carrying out your duties) or after your employment whether

directly or indirectly disclose to a third party or make use of any confidential information.

#### Access Control Cards, Security Codes & Passes

If you need access to your customer site in order to carry out your normal working duties, you may be issued with a pre-programmed swipe card or security codes or passes. On no account should you give or lend your card/pass to anyone, even another employee, or divulge the security codes to them, since they may not be authorised to have access to the same areas as you. If you lose your card or pass, or it is stolen, you should inform your manager immediately on discovering the loss. Any delay may lead to the theft of customer property or monies and any negligence by you in this respect will be treated very seriously.

#### The Right of Search

We reserve the right to search your personal belongings, outer clothing, bags, briefcases, lockers, desks or any other storage facilities used by you at work, as well as any vehicles which are brought into or taken from Company or Client premises. This will be carried out in the interests of security and will be random and periodic. Selection for search should not be taken as an indication of guilt or suspicion. You have the right to be present at any search of your property. You may be asked to remove coats, jackets and shoes only and surrender these for inspection. Searches will be undertaken in private and there will be no physical contact. An authorised manager or supervisor of the same gender will carry out all personal searches in the presence of an agreed witness of the same gender who is available at the time. If you are found with property that does not belong to you, and you cannot give a satisfactory explanation, you will be subject to the disciplinary procedure, which could result in dismissal for gross misconduct. Refusal to comply with a reasonable request to search your personal belongings, locker, or vehicle will be viewed as misconduct and may also lead to disciplinary action, up to and including dismissal. If you are unhappy with the way a search has been conducted, you should, in the first instance, speak to your manager.

#### Leaving the Company / Resignation

If you decide to leave the Company, you should let your manager or supervisor know as soon as possible and confirm your resignation in writing. You will be expected to give, and work, the full period of notice, as set out in your contract of employment, unless agreed otherwise with your manager. If you do not work out your full notice period, without previous agreement, then you will not be paid for the days not worked. Notice periods are provided in your contract of employment. In the event that you do not provide your contracted notice period, you will be in breach of contract and the Company reserves the right to review its legal position in this regard.

### Loss / Transfer of Customer Contract to another Employer

If Elite Security loses the contract to provide security or facilities staff to the customer (on whose site you are working) because the customer has decided to award the contract to a new service provider, then, other than in exceptional circumstances, your employment rights are likely to be protected under the Transfer of Undertakings (Protection of Employment) Regulations (commonly known as "TUPE"). If this situation arises, your manager will inform you of the proposed transfer and arrange meetings with all affected employees to discuss the potential impact to you and your current job, if the transfer goes ahead. You do have the right to object to the transfer, but this decision would have serious consequences as your employment could end at the date of transfer without any entitlement to notice, redundancy or other severance pay. If TUPE does not apply, then a redundancy situation may arise, depending on the circumstances, and you will be fully consulted should this be the case.

### Removal from Site at Customer Request

There may be occasions where the customer indicates that they do not consider you to be suitable for that particular position. If this is a result of misconduct, this may be dealt with under the disciplinary procedure and/or performance management procedures. If the customer has requested your removal from site and is not prepared for you to continue to work there, your manager will consult with you and try to find you an alternative position at another customer site. If, following the period of consultation, we are unable to find you another suitable position acceptable to you, then unfortunately we would have to terminate your employment with the appropriate notice period. This is referred to within your Contract of Employment.

### Dismissal for Gross Misconduct

If you are dismissed for gross misconduct, you will not be entitled to any notice period, or payment in lieu of notice.

### Retirement

Employment Equality (Repeal of Retirement Age Provisions) Regulations 2011 do not allow for the enforced retirement of any individual unless objectively justified.

### General Termination Issues

If giving notice to terminate employment, we reserve the right to pay you in lieu of notice or part of notice rather than asking you to work your full notice period. Pay in lieu of notice will not be paid if you are dismissed for gross misconduct. Holidays may only be taken during your notice period with the permission of your manager and the Company reserves the right to withhold Company Sick Pay (if applicable) during notice periods. Your final monies will be paid into your bank account as per usual

and your P45 forwarded to you. Prior to leaving, all Company property must be returned including uniforms, name badges, security passes, swipe cards, keys and equipment. Manuals, documents, reports, records, computer disks or other similar items must also be returned. In the event that you fail to return all Company and Client property, the Company reserves the right to commence legal proceedings.

### Claw Back of Uniform and Training Costs

Subject to your Contract of Employment, we reserve the right to deduct an appropriate sum from your final payment to cover the cost of your uniform and/or training costs as follows:

Leaving within 3 months 100%  
Up to 6 months 50 - 75% (discretion of Line Manager)

You are still required to return your uniform on leaving as you will not be entitled to wear an Elite Security uniform once you have left the Company. The reason the claw back will be made is that we will not be able to reallocate your uniform, once worn, to a new employee. Training includes internally provided site training as well as any externally sourced training courses (for example: licensing, first aid, fire marshalling etc).

### Records and Use of Data

The Company will retain certain information about you in compliance with GDPR. Please refer to those specific regulations or our Company Policy to learn what data can be lawfully retained for the purposes of your continued employment. You have the right to know what data is held by the Company about you and can request to be supplied with a copy of your file. Speak with your Line Manager / Contracts Manager to discuss how these records can be provided to you.

### Press Enquiries

Employees are not authorised to make statements to the press, radio or television about the Company or on behalf of the Company. Any such enquiry should be referred to a Director of the Company.

### SIA Licensing

#### Application or Renewal

The SIA issues individual licenses based on criteria that they decide upon. This may change from time to time, and their application process clearly falls outside of the control of the Company. Whilst we will endeavour to assist with both the application and/or renewal process and the funding of these licenses, it does remain your responsibility to renew any license. The Company cannot be held responsible for your failure to apply or renew any license that is a requirement of your continued employment with the Company. It also remains your responsibility to comply with any terms and conditions

set out by the SIA including (but not limited to) the requirement to display said license, advise of any personal information changes and more.

#### Issuance of an LDN

Elite Security Group is an Approved Contractor under the SIAs Approved Contractor Scheme. As such we do have the ability to issue a 'license dispensation notice' "LDN" once your license application has passed a certain point. The issuance of an LDN is not a fundamental right, but an option available to the Company as part of its Approved Contractor status.

#### Display of License

If you arrive at work and realise that you have forgotten your licence or LDN, then inform your site supervisor or telephone Elite Security Group immediately and inform them (making a note of the person you spoke to and the time of the call). As soon as another Elite employee has arrived to relieve you of your duties you can then return home to fetch your licence or LDN letter and return to work as soon as possible, either during that shift or the next shift. If this happens more than twice then disciplinary action may be taken against you. If you do not report into the office that you have forgotten your licence or LDN, and are subsequently found not to be in possession of it, then you will be removed from site immediately, and this may be viewed as Gross Misconduct under the Company's disciplinary procedure. Failure to display a license is a criminal offence.

#### Sickness & Absence

The Company's sickness and absence policy has been designed to allow you time off work due to genuine sickness and to help you avoid financial hardship during that period of absence. It is also designed to assist the Company in managing short term absences with guidance and procedures in place to manage repeated, regular or patterned absences.

#### Notification of Absence

If you are unable to attend work because of sickness or injury, or for any other reason, you are required to report this to your supervisor, line manager, or the Elite Security office, no later than six hours before your scheduled start time on your first day of absence. Every effort should be made to speak to your supervisor or manager personally. If this is out of hours, ask the Control Room to log the details and contact the Duty Supervisor / Manager. It is essential that you advise the office verbally rather than leave emails, text messages, voicemails or other forms of communication. Only in exceptional circumstances will it be acceptable for a relative or close friend to call on your behalf. During a period of sickness absence you are required to telephone your line manager or supervisor on a daily basis or until they agree otherwise, to let the Company know of your progress and expected date of return. It is essential that you communicate with the Company throughout any absence. The Company

reserves the right to cover shifts as required should communication from you not be forthcoming. You will not be paid for any shifts covered which derive from your own failure to communicate effectively.

#### Certification of Absence

On returning to work you will be required to complete a Self-Certification Form for all sickness-related absences of up to 7 consecutive calendar days' duration, (including days you would not normally have worked). A copy of this form can be obtained from the Company. When you have completed the form, you need to forward it to the Elite Security Office (Swindon) and keep a copy of the form yourself. Failure to provide this form to the Company in a timely manner will be considered a disciplinary matter and will be dealt with accordingly.

If your absence lasts more than 7 days, (including days that you would not normally have worked), then you will need to obtain a registered medical practitioner's 'Statement of Fitness for Work' for your period of illness starting from the 8th day of absence and send it to your line manager by first class post, or hand it to him or her if you return to work first. If you are still off work, continuation certificates must be sent every 14 days, or as they become due. Self-certification forms and medical practitioner's statements are needed by payroll to process your sick pay, so it is very important that you provide them promptly or it could lead to you not being paid. Additionally, you may be asked to provide a registered medical practitioner's statement, at your expense, if you are absent from work immediately prior to, or following, holiday leave (including public/bank holidays), or shift stand-downs.

#### The Return to Work Interview and Management of Short Term Absence

You may be interviewed by your supervisor or manager following each absence from work. The interview will be informal and attended by you and your supervisor or manager. If your absence gives cause for concern regarding your welfare and/or ability to do your job, your supervisor or manager may arrange for further informal meetings to undertake counselling and/or to implement the performance improvement procedure. These meetings will be conducted by a senior manager and attended by you (and a work colleague if you desire) and your supervisor or manager. These meetings do not represent a formal stage of any disciplinary procedure, although a result of these meetings may be that you are referred to the formal performance improvement procedure. A third absence due to sickness within a rolling six month period, or five absences within a rolling twelve month period, will normally result in an immediate performance improvement meeting and could lead to the matter being dealt with through the formal disciplinary procedure. Options at this stage of the process include, but are not limited to, the following:

- Referral to a Company-appointed doctor

- You being required to produce medical certificates for every absence
- Ill health retirement (if appropriate)
- Implementation of disciplinary procedure
- Change of job role/content
- Dismissal on the grounds of capability

#### Long Term or Persistent Absence

In situations of prolonged or persistent absence, the Company may ask for your permission to obtain a medical report from your own GP. Alternatively, we may refer your health issue to, and require you to attend an appointment with, an occupational health practitioner and/or an expert medical consultant so as to obtain a medical report. All information will be treated in the strictest confidence, in accordance with appropriate legislation. The medical report will assist the Company in reaching a fair and appropriate decision about your continuing employment. In cases where your GP is preparing a report, you will have the right to refuse permission for us to contact your doctor, and/or to see the report. We retain the right to refer you to an occupational health practitioner. In any event, we can only make decisions based on the information available to us, with or without medical opinion or evidence. Options at this stage of the process include, but are not limited to, the following:

- Ill health retirement (if appropriate)
- Change of job role/content
- Dismissal on the grounds of capability

#### Sick Pay

During periods of sickness absence, you may be entitled to receive Company and/or Statutory Sick Pay (SSP) in accordance with, and subject to, the provisions set out below and provided you have followed the reporting process described above. Please note that you are only entitled to sick pay (SSP or Company Sick Pay) in cases of your own incapacity, which genuinely prevents you from coming to work and not for other matters, including illness to family members or domestic incidents.

The Company is responsible for paying you Statutory Sick Pay (SSP) on behalf of the Government. The maximum period for which SSP is payable for is 28 weeks in any tax year. SSP is paid at a flat rate that is reviewed annually. SSP entitlement arises when you are absent from work due to sickness for 4 consecutive days. It is not paid for the first three days unless this is linked to a previous absence. There are also minimum earnings criteria that apply. If you are not eligible for SSP you will be informed of the reason for this. From 1 October 2006, the lower and upper age limits for eligibility for SSP (18 and 65 respectively) were removed. Additional sick pay benefits are subject to your Contract of Employment.

#### Breach of the Sickness Absence / Pay Policy

The Company reserves the right to withhold Statutory Sick Pay if you do not correctly follow the notification and

certification procedures set out above, without a reasonable explanation, satisfactory to the Company. Taking sick leave when the Company has reasonable grounds to suspect that the absence is not genuine, is self-inflicted (e.g. sunburn, sporting injury or hangover) or was incurred as a result of working for another employer, or any other such abuse of the sickness absence policy, will be viewed as a serious offence, which could result in disciplinary action up to and including dismissal, as well as withholding of sick pay.

#### Holiday Entitlement

Details of your entitlement are contained in your contract of employment. If you are a part-time employee you will be entitled to a pro-rata (proportion) of the full-time entitlement based on your contracted working hours per week. If you work on a continuous shift pattern, your holiday will be calculated on the basis of your average weekly working hours per year (where the weekly working hours are acquired over the complete shift pattern). If you have any queries concerning the calculation of your holiday entitlement, please speak to your manager. The Company's holiday year runs from January to December. If you start work with the Company after January in a given holiday year, your holiday entitlement for that holiday year is a proportion of the full annual entitlement equal to the proportion of the holiday year remaining on the date when your employment began. You will be advised individually of your holiday entitlement in this case and the same applies when leaving the Company, as you may have taken more or less than your pro-rated entitlement. On some sites additional holiday has been agreed, where customers are willing to fund the additional cost.

#### Holiday Rules

During the first three months of employment you will generally not be allowed to take more holiday than the entitlement you have accrued during that period. Only in exceptional circumstances will you be allowed to supplement your entitlement with unpaid leave. The minimum period of holiday taken at any one time is half a day for full-time staff, a day for part time staff unless you work full days, or shifts. The maximum period allowed is normally 2 weeks, but this can be increased by prior agreement with your manager or supervisor, subject to operational conditions. All requests for holidays need to be made in writing, using the holiday request form, to your supervisor or manager with a minimum of 21 days prior notice or longer where specifically advised to you. We will make every attempt to grant your holiday request, however, we do reserve the right to turn down requests depending on the staffing needs of the department or contract. Taking unauthorised holiday will be viewed as a serious disciplinary matter, which may result in dismissal depending on the circumstances. Any holiday entitlement that has not been used in one year, cannot be paid in lieu or transferred to the next holiday year, other than in exceptional circumstances. If your contracted hours are changed during the holiday year

your holiday entitlement will be adjusted accordingly. Adjustments will be made for the remainder of the holiday year where holiday has been taken in excess of average annual entitlement or where holiday entitlement is owed to you. If you leave the Company, pay for holidays accrued to that date, but not taken at the time of leaving the Company, will be paid to you with your final salary and monies owing to you. If you have taken excess holiday, then the appropriate amount will be deducted.

#### Public / Bank Holidays

The Company recognises the following public/bank holidays:

New Year's Day  
Good Friday  
Easter Monday  
First Monday in May  
Last Monday in May  
Last Monday in August  
Christmas Day\*  
Boxing Day\*

\* - substitute days may be given on the following Monday

By the nature of the Company's business and contracts with customers, it may be necessary for you to work on public/bank holidays. Any entitlement to additional pay for working should be set out in your contract of employment. If it is not, then any additional payment will be paid on rates negotiated with the customer and any enhancement will be at the Company's absolute discretion. An entitlement to an enhanced payment on one occasion is no guarantee that any future payments will be made at the same or a similar rate.

Due to the very nature of the business, the Company does not generally permit holiday leave during December. We will of course make every effort to accommodate requests, but this time of year typically sees a rise in the requirements placed upon the Company, and therefore holiday leave is extremely limited. We are also duty bound to treat all requests for extended leave fairly and consistently and we must also consider the wider operational implications of such extended leave on the business, and how such leave might adversely affect our ability to continue with our service delivery and contractual obligations. It is in this broader context that extended leave may be declined as clearly this could have the potential to be detrimental to our business. However, each application will be reviewed on its own merits.

#### Other Leave Entitlements

A very wide range of legislation governs family friendly leave and pay. Most of the relevant legislation can be found consolidated into the Employment Rights Act 1996 or the Employment Relations Act 1999. However, the Employment Act 2002, the Work and Families Act 2006, the Children and Families Act 2014, and numerous regulations have also brought in some significant changes. Therefore, it is important to engage with your Line Manager with regards to what you may or may not

be entitled to. Alternatively, you can contact HR Support by email at [hrsupport@elitesecuritygroup.co.uk](mailto:hrsupport@elitesecuritygroup.co.uk).

#### Maternity Leave Eligibility & Entitlements

Maternity leave is provided in accordance with The Maternity and Parental Leave etc. Regulations 1999 and other associated legislation. Due to rapid changes in legislation, we would always invite you to check with the Company on what the current entitlements are. Statutory details may also be available from your local Citizens Advice Bureau or from [www.gov.uk](http://www.gov.uk).

However, the most important actions required of you are:

- a) To qualify for maternity leave you must notify your manager and the HR Manager in writing, of your intention to take maternity leave no later than the 15th week before your expected week of childbirth, unless that is not reasonably practicable.
- b) Provide us with an original Maternity Certificate (MATB1) from your GP confirming your expected week of childbirth.
- c) Ask your manager to arrange a health and safety risk assessment to be carried out, or reviewed, in relation to your pregnancy and your work environment whilst remaining at work.

#### Paternity Leave

Paternity leave is provided in accordance with the Employment Act 2002. Due to rapid changes in legislation, we would always invite you to check with the Company on what the current entitlements are. Statutory details may also be available from your local Citizens Advice Bureau or from [www.gov.uk](http://www.gov.uk).

#### Adoption Leave Eligibility

Paternity leave is provided in accordance with the Employment Act 2002 and The Paternity and Adoption Leave Regulations 2002. Due to rapid changes in legislation, we would always invite you to check with the Company on what the current entitlements are. Statutory details may also be available from your local Citizens Advice Bureau or from [www.gov.uk](http://www.gov.uk).

#### Statutory Time Off for Dependants

Elite Security recognises that employees occasionally have to deal with unexpected emergencies involving a dependant. You have a legal right to unpaid time off work to deal with unforeseen matters relating to dependants such as:

- When a dependant falls ill or is injured
- When a dependant goes into labour (also see Paternity Leave)
- To make longer-term care arrangements for a dependant who is ill or injured
- To deal with an unexpected disruption or breakdown in care arrangements for a dependant

- To deal with an incident involving your child during school hours.

The right you have is designed to cover your dependants. A dependant is your partner, civil partner, child or parent, or someone who lives with you as part of your family. It does not include tenants or boarders living in the family home, or someone who lives in the household as an employee, for example, a live-in housekeeper. In cases of illness, injury or where care arrangements break down, a dependant may also be someone who reasonably relies on you for assistance, e.g. a primary carer. This type of leave is normally unpaid and is designed to help you cope and deal with short-term emergencies but not long-term arrangements. In most cases the time off will only be for one or two days. If you know in advance that you are going to need time off to deal with a family problem or it is going to be of a long duration, then this can be taken either as part of your annual holiday or by special arrangement with your manager. Please try to let your manager know of your absence as soon as possible, together with the reason and how long it is likely to be before you can return to work.

#### Court Attendance: Jury Service or Witness

If you are called for jury service please let your manager or supervisor know as soon as possible. Your manager will send you a letter explaining the procedure and what your responsibilities are. You will need to request a Certificate of Loss Form from the Court and send it to your manager together with a copy of the letter from the court confirming that you have been selected for Jury Service. Your manager will complete the form with details of your earnings and return it to you so that you can claim compensation for your loss of earnings from the Court. If you are required to attend Court as a witness, please let your manager or supervisor know as soon as possible.

#### Compassionate Leave

The Company will of course make provisions for unpaid leave during a period of bereavement. However, the Company does not pay for any period of compassionate leave.

### Company Policies

#### Disciplinary & Grievance Policy

##### Part 1: Disciplinary Procedure

#### Introduction

Whilst the Company does not wish to impose unreasonable rules of conduct on its employees, certain standards of behaviour are necessary to maintain good employment relations and discipline in the interest of all employees. The Company prefers that discipline be voluntary and self-imposed and in the great majority of cases this is how it works. However, from time to time, it may be necessary for the Company to take action

towards individuals whose level of behaviour or performance is unacceptable.

This disciplinary procedure is entirely non-contractual and does not form part of an employee's contract of employment.

Minor faults will be dealt with informally through counselling and training. However, in cases where informal discussion with the employee does not lead to an improvement in conduct or performance or where the matter is considered to be too serious to be classed as minor, for example, unauthorised absences, persistent poor timekeeping, sub-standard work performance, etc the following disciplinary procedure will be used. At all stages of the procedure, an investigation will be carried out.

Employees have the right to be accompanied at a formal disciplinary hearing by a companion, fellow worker or trade union official of their choice. The Company reserves the right to make audio recordings of any meetings to ensure the accuracy of minutes subsequently produced.

Matters that the organisation views as disciplinary offences (misconduct) include (but are not limited to):

- persistent bad timekeeping;
- unauthorised absence;
- minor damage to the organisation's property;
- failure to observe the organisation's procedures;
- abusive behaviour;
- unreasonable refusal to follow an instruction issued by a manager or supervisor;
- poor attendance;
- dishonestly claiming to be sick;
- disclosure of confidential information;
- discrimination, bullying or harassment;
- smoking in non-designated areas of the organisation's (or customers) premises; and
- bribery offences under the Bribery Act 2010.

#### Investigation

An employee's supervisor or manager will promptly and thoroughly investigate any matter that is reasonably suspected or believed to contravene any of the organisation's policies or rules or may otherwise be a disciplinary matter. The employee will be informed as soon as possible as to the fact of an investigation and when it has been concluded.

There may be instances where suspension with pay is necessary while investigations are carried out. The organisation has the right to suspend with pay where there are reasonable grounds for concern that evidence may be tampered with, destroyed or witnesses pressurised before the disciplinary hearing, or if there is

a potential risk to the business or other employees or third parties in allowing the employee to remain at work.

Depending on the circumstances of the case, the employee may be invited to attend an investigatory interview. If such an interview is held prior to a disciplinary hearing, the employee will be informed at the outset that the interview is an investigatory interview. There is no right for employees to be accompanied at a formal investigatory interview. The organisation reserves the right to dispense with an investigatory interview and to proceed directly to a formal disciplinary hearing.

#### Procedure

Where, upon completion of an investigation, there are reasonable grounds to believe that an employee has committed an act of misconduct, the employee will be invited to attend a disciplinary hearing before the employee's line manager or manager of a similar level.

In the event of a disciplinary hearing taking place the organisation will:

- a. give the employee a minimum of [two] working days' advance notice of the hearing;
- b. tell the employee the purpose of the hearing and that it will be held under the Employer's disciplinary procedure;
- c. explain the employee's right to be accompanied at the hearing by a fellow worker or trade union official;
- d. give the employee written details of the nature of his/her alleged misconduct; and
- e. provide to the employee all relevant information (which should include statements taken from any fellow employees or other persons that the organisation intends to rely upon against the employee) not less than [two] working days in advance of the hearing.

Where the employee is unable to attend a disciplinary hearing and provides a good reason for failing to attend, the hearing will be adjourned to another day. The organisation will comply with (a) above in respect of giving notice of the rearranged hearing. Unless there are special circumstances mitigating against it, if the employee is unable to attend the rearranged hearing, the rearranged hearing will take place in the employee's absence. The employee's fellow worker or trade union official may attend in such circumstances and will be allowed the opportunity to present the employee's case. The employee will also be allowed to make written submissions in such a situation.

Where the chosen companion is unavailable on the day scheduled for the meeting, it will be rescheduled,

provided that the employee proposes an alternative time within five working days of the scheduled date.

#### Role of Companion

The employee's chosen companion has the right to address the hearing to put the employee's case, sum up the case and respond on the employee's behalf to any view expressed at the hearing. The companion may also confer with the employee during the hearing. However, there is no requirement for the employer to permit the companion to answer questions on behalf of the employee, or to address the hearing where the employee indicates that he/she does not wish this.

#### The Disciplinary Hearing

A disciplinary hearing will normally be conducted by the employee's line manager together with another member of the management team. Any member of management responsible for the investigation of the disciplinary offence(s) shall not be a member of the panel, although such managers may present any supporting facts and material to the disciplinary hearing. The employee will be entitled to be given a full explanation of the case against him/her and be informed of the content of any statements provided by witnesses. The employee will be able to call his/her own witnesses. He/she will be permitted to set out his/her case and answer any allegations. The employee will be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses. He/she will also be given the opportunity to raise points about any information provided by witnesses. Where the organisation intends to call relevant witnesses it will give the employee advance notice of this. The employee must also give advance notice if he/she intends to call relevant witnesses.

The organisation may adjourn the disciplinary proceedings if it appears necessary or desirable to do so (including for the purpose of gathering further information). The employee will be informed of the period of any adjournment. If further information is gathered, the employee will be allowed a reasonable period of time, together with his/her fellow worker or trade union official, to consider the new information prior to the reconvening of the disciplinary proceedings.

As soon as possible after the conclusion of the disciplinary proceedings, the employee's line manager will convey the decision of the panel to the employee and will also inform the employee what disciplinary action, if any, is to be taken. The decision will be confirmed in writing. The employee will be notified of his/her right of appeal under this procedure.

#### Disciplinary Action

Where, following a disciplinary hearing, the organisation establishes that the employee has committed a disciplinary offence, the following disciplinary action may be taken:

- a. Where a minor offence or offences have been committed, a recorded oral warning may be given. The warning will ordinarily state that any further misconduct will render the employee liable to further, more severe disciplinary action. The employee should be informed of the period that the warning will remain "live". During this period, the organisation may rely on such a warning in the event of further misconduct on the part of the employee.
- b. Where either a more serious disciplinary offence has been committed or further minor offences have been committed by an employee following a recorded oral warning that remains "live", the employee will receive a first written warning. The warning will:
- set out the nature of the offence committed;
  - inform the employee that further misconduct is liable to result in further disciplinary action under this procedure;
  - specify the period for which the warning will remain "live", after such period [the organisation will review the warning/the warning will automatically lapse]; and
  - state that the employee may appeal against the warning.
- c. Where a serious disciplinary offence amounting to gross misconduct has been committed, thereby justifying summary dismissal, but the organisation decides, after taking into account all appropriate circumstances, that a lesser penalty is appropriate, or, where an employee commits further disciplinary offences after a first written warning has been issued and remains "live", a final (or combined first and final) written warning may be given. Such a warning will:
- set out the nature of the offence committed;
  - inform the employee that further misconduct is likely to result in his/her dismissal;
  - state that the employee may appeal against the warning.
- d. Where the employee has committed further acts of misconduct (these being acts of misconduct other than gross misconduct) following a final written warning given as above, the employee may be dismissed with notice or with pay in lieu of notice.
- e. Where the organisation establishes that an employee has committed an act of gross misconduct, the employee may be summarily dismissed.
- f. Where a final written warning is given to an employee under as above, the organisation may also impose on the employee:
- i. disciplinary suspension;
  - ii. demotion;
  - iii. in line with any provision in the contract of employment, stoppage of pay for such period as the organisation thinks fit in the circumstances subject to a maximum of [number of weeks]; or
  - iv. in line with any provision in the contract of employment, transfer to a job of a lower status.

The above sanctions may be imposed in conjunction with other forms of disciplinary action, or as an alternative to dismissal.

#### Appeal

An employee may appeal against any disciplinary sanction imposed against him/her, with the exception of an informal oral warning. The appeal will be heard by a senior manager who has not been involved in the decision to impose the disciplinary sanction on the employee. The senior manager is obliged to consider any representations made by the employee, the employee's fellow employee or trade union official and those of the manager who conducted the investigation and the manager who conducted the disciplinary hearing and imposed the disciplinary sanction. The senior manager hearing the appeal must decide on the basis of both sets of representations, together with any subsequent facts that may have come to light, whether or not to uphold the disciplinary sanction. In the event that the senior manager finds for the employee, the senior manager shall allow the appeal and shall remove all records of the disciplinary sanction from the employee's record. In the event that the senior manager does not accept the representations made by or on behalf of the employee, the senior manager must uphold the disciplinary sanction.

When lodging an appeal, the employee should state:

- a) the grounds of appeal; and
- b) whether he/she is appealing against the finding that he/she has committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed.

The employee must provide written notice of the appeal within five working days of being informed of the disciplinary sanction being imposed against him/her.

Appeal hearings will normally take place within 14 days of receipt of the employee's written notice of appeal.

Upon completion of the appeal, the senior manager conducting the hearing will convey his/her decision to the employee. The decision will be confirmed in writing within [one week]. The organisation's decision at the appeal is final.

Where an appeal lies against a dismissal by the panel, the panel's decision to dismiss will have had immediate effect and, therefore, if the dismissal is by notice, the period of notice will already have commenced on the date that the decision was given by the panel. If the panel's decision was to dismiss the employee summarily without notice, the organisation will be under no obligation to reinstate or pay the employee for any period between the date of the original dismissal and the appeal decision and the original date of termination will stand. In the event that the panel's decision to dismiss is overturned, the employee will be reinstated with immediate effect and he/she will be paid for any period between the date of the original dismissal and the successful appeal decision. His/her continuous service will not be affected.

#### Gross Misconduct

Gross misconduct is misconduct of such a serious and fundamental nature that it breaches the contractual relationship between the employee and the organisation. In the event that an employee commits an act of gross misconduct, the organisation will be entitled to terminate summarily the employee's contract of employment without notice or pay in lieu of notice.

Matters that the organisation views as amounting to gross misconduct include (but are not limited to):

- stealing from the organisation, members of staff or the public;
- other offences of dishonesty;
- falsification of a qualification that is a stated requirement of the employee's employment or results in financial gain to the employee;
- falsification of records, reports, accounts, expense claims or self-certification forms, whether or not for personal gain;
- sexual misconduct at work;
- fighting with or physical assault on members of staff or the public;
- deliberate damage to or misuse of the organisation's property;
- serious damage to the organisation's property;
- drunkenness or being under the influence of illegal drugs while at work;
- possession, custody or control of illegal drugs on the organisation's premises;
- serious breach of the organisation's rules, including, but not restricted to, health and safety rules and rules on computer use;
- gross negligence;
- conviction of a criminal offence that is relevant to the employee's employment;

- conduct that brings the organisation's name into disrepute;
- discrimination or harassment of a fellow worker on the grounds of sex, sexual orientation, race, disability, age or religion or belief;
- serious negligence that could or does result in unacceptable loss, damage or injury;
- sleeping whilst on duty (or other similar behaviour including giving the appearance of being asleep);
- any action likely to endanger the health and safety of an employee or any other person;
- any action or behaviour which could or has the potential to damage the organisations reputation;
- communicating directly with the Client on any subject matter likely to fall outside of their scope of interest or responsibility including, but not limited to, employment matters;
- deliberately accessing internet sites containing pornographic, offensive or obscene material, or illegal file sharing sites or facilities; and
- excessive speed in company vehicles (proven by onboard GPS tracker)

Other acts of misconduct may come within the general definition of gross misconduct.

#### Miscellaneous

This procedure will be periodically reviewed. Any amendment to it will be notified to employees in writing by the organisation's HR Office and such written advice will inform employees as to the date when any amendment comes into effect.

#### Employees with short service

This disciplinary procedure does not apply to any employee who has been employed by the Company for less than two years.

### Part 2: Grievance Procedure

#### Introduction

The organisation believes that all employees should be treated fairly and with respect. If you are unhappy about the treatment that you have received or about any aspect of your work, you should discuss this with your line manager, who will attempt to resolve the situation on an informal basis. If you feel unable to approach your line manager directly, you should approach a Company Director who will discuss ways of dealing with the matter with you.

Where attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under this procedure. A formal grievance

should be concerned with the way in which you have been treated by the organisation or managers acting on its behalf. Complaints that amount to an allegation of misconduct on the part of another employee will be investigated and dealt with under the disciplinary procedure and you will be informed of the outcome.

Grievances may be concerned with a wide range of issues, including the allocation of work, your working environment or conditions, the opportunities that you have been given for career development or the way in which you have been managed.

Complaints that you may have about any disciplinary action taken against you should be dealt with as an appeal under the disciplinary procedure.

Grievances raised while you are subject to disciplinary proceedings will usually be heard only when the disciplinary process has been completed. Insofar as a grievance has any bearing on the disciplinary proceedings, it can be raised as a relevant issue in the course of those proceedings.

#### Mediation

It may be appropriate for the matter to be dealt with by way of mediation, depending on the nature of your grievance. This involves the appointment of a third-party mediator, who will discuss the issues raised by your grievance with all of those involved and seek to facilitate a resolution. Mediation will be used only where all parties involved in the grievance agree.

#### The Right to be Accompanied

You have the right to be accompanied by a fellow worker or trade union official at any grievance meeting or subsequent appeal. The trade union official need not be an employee of the organisation, but if he/she is not a fellow worker or an employee of his/her union, the organisation may insist on him/her being certified by the union as being experienced or trained in accompanying employees at grievance hearings.

The choice of companion is a matter for you. Please note that individual workers are not obliged to agree to accompany you. Companions will be given appropriate paid time off to allow them to accompany colleagues at a grievance hearing or appeal hearing.

At any hearing or appeal hearing, your chosen companion will be allowed to address the meeting, respond on your behalf to any view expressed in the hearing, and sum up the case on your behalf. However, both the hearing and appeal hearing are essentially meetings between the employer and you, so any questions put directly to you should be dealt with by you and not your companion.

Where the chosen companion is unavailable on the day scheduled for the meeting or appeal, the meeting will be rescheduled, provided that you can propose an

alternative time within five working days of the scheduled date.

The Company reserves the right to make audio recordings of any meetings to ensure the accuracy of minutes subsequently produced.

#### Accessibility

If any aspect of the grievance procedure causes you difficulty on account of any disability that you may have, or if you need assistance because English is not your first language, you should raise this issue with the person to which you are addressing your grievance to, who will make appropriate arrangements.

#### Conducting the Grievance Procedure

The organisation recognises that a formal grievance procedure can be a stressful and upsetting experience for all parties involved. Everyone involved in the process is entitled to be treated calmly and with respect. The organisation will not tolerate abusive or insulting behaviour from anyone taking part in or conducting grievance procedures and will treat any such behaviour as misconduct under the disciplinary procedure.

#### Formal Grievance Procedure

##### *Making the Complaint*

The first stage of the grievance procedure is for you to put your complaint in writing. This written statement will form the basis of the subsequent hearing and any investigations, so it is important that you set out clearly the nature of your grievance and indicate the outcome that you are seeking. If your grievance is unclear, you may be asked to clarify your complaint before any meeting takes place.

Your complaint should be headed "Formal grievance" and sent to your line manager. If your complaint relates to the way in which your line manager is treating you, the complaint may be sent to a Company Director as detailed previously.

Further attempts may be made to resolve the matter informally, depending on the nature of your complaint. However, if you are not satisfied with the outcome, you may insist on the matter proceeding to a full grievance hearing.

Before proceeding to a full grievance hearing, it may be necessary to carry out investigations of any allegations made by you, although the confidentiality of the grievance process will be respected. If any evidence is gathered in the course of these investigations, you will be given a copy long enough in advance of the hearing for you to consider your response. In exceptional circumstances, the evidence given by individuals may have to remain confidential. Where confidentiality is necessary, this will be explained to you and an

appropriate summary of the evidence gathered will be given to you.

### *The Grievance Hearing*

The hearing will be held as soon as is reasonably practicable and, subject to any need to carry out prior investigations, within [five] working days of the receipt of your written complaint. It will be conducted by your line manager and another member of the management team. At the meeting, you will be asked to explain the nature of your complaint and what action you feel should be taken to resolve the matter. Where appropriate, the meeting may be adjourned to allow further investigations to take place.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform your line manager as soon as possible. If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place in your absence.

While you will be given every opportunity to explain your case fully, you should confine your explanation to matters that are directly relevant to your complaint. Focusing on irrelevant issues or incidents that took place long before the matters in hand is not helpful and can hinder the effective handling of your complaint. The manager conducting the hearing will intervene if he/she thinks that the discussion is straying too far from the key issue. The manager may also intervene to ensure that the meeting can be completed within a reasonable timeframe, depending on the nature and complexity of your complaint.

Following the meeting, you will be informed in writing of the outcome within [seven] working days and told of any action that the organisation proposes to take as a result of your complaint. You may discuss this outcome informally with either your manager or a Company Director.

If you are dissatisfied with the outcome, you may make a formal appeal.

### *Appeal*

Your appeal should be made in writing to the manager or director who conducted the initial grievance hearing. You should clearly state the grounds of your appeal, ie the basis on which you say that the result of the grievance was wrong or that the action taken as a result was inappropriate. This should be done within [seven] working days of the written notification of the outcome of the grievance. An appeal meeting will be arranged to take place within [five] working days of the submission of your formal appeal.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform

your line manager of this as soon as possible. If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place in your absence.

The appeal hearing will be conducted by a Company Director, who will consider the grounds that you have put forward and assess whether or not the conclusion reached in the original grievance hearing was appropriate. The appeal is not a rehearing of the original grievance, but rather a consideration of the specific areas with which you are dissatisfied in relation to the original grievance. The Director conducting the appeal may therefore confine discussion to those specific areas rather than reconsider the whole matter afresh.

Following the appeal meeting, you will be informed of the outcome within [seven] working days. The outcome of this meeting will be final.

### **Company Policies (Available Online)**

Company policies (and this list is not exhaustive) are frequently reviewed and so the latest versions are available online through the Company website: **[www.EliteSecurityGroup.co.uk](http://www.EliteSecurityGroup.co.uk)** It is important that you read our Company Policies as necessary to ensure, for example, that you don't post something inappropriate to a social media account. All policies are reviewed annually to ensure they remain appropriate and are dated accordingly.

- Equal Opportunities Policy
- Health & Safety Policy Statement
- Environmental Policy
- IT & Data Protection Policy
- Training Policy
- Corporate Social Responsibility Policy
- Violence at Work Policy
- Dignity at Work Policy
- Gender Reassignment Policy
- Diversity Policy & Procedure
- Equal Pay Policy
- Management of Occupational Road Risk
- Fuel Card Policy
- Drug & Alcohol Policy
- Lone Worker Policy
- Data Protection Policy (GDPR)
- Social Media Policy
- Information Security Policy
- Online Privacy Statement

### **Additional Company Policies**

#### **Social Media Guidance**

**The following guidance is to be read along side our Social Media Policy:**

Elite Security Group recognises that social media (and the internet generally) has become a significant part of life for many people.

In most interactions this is both positive and engaging, but in some instances the narrative can be negative, unnecessary and even occasionally defamatory, discriminatory or borderline negligent. Therefore, the Company must maintain a robust policy to ensure the interests of the Company (and others) are considered and protected.

Whilst the Company operates a wider Social Media Policy, we would like to offer some more immediate guidance on the subject of social media, and how some outside-of-work interactions might be seen as contravening someone's personal space or private life.

- Friend Requests (and similar invitations to communicate outside of work) should be limited to that of pre-existing friendships and/or relationships. The Company and its Clients would not expect an Employee to 'friend request' another employee where such contact might be seen as inconsistent with a pre-existing relationship. Such an attempt could be seen as inappropriate by the Client or other party.
- Posts or publications **MUST NOT** defame, disparage, discriminate, harass, or knowingly cause offense to the Company or its Clients, other Employees, Suppliers, Contractors or Agents.
- Posts or publications **MUST NOT** include any content (including comments, narrative or imagery) derived from your Employment or taken during any time during which you were on duty and working for the Company.
- Posts or publications **MUST NOT** comment on the Company or its business likely to reflect poorly on the Company, its Clients or any other stakeholder.
- Posts or publications **MUST NOT** include logos, names, imagery and/or documents related to (or associated with) the Company, its Clients or any other stakeholder.
- Social media **SHOULD NOT** be used in any way that breaches any of the Company's other policies or have the potential to bring the Company into disrepute (including identifying yourself as a member of a socially sensitive or restrictive group).

It is important that lines are not crossed even in terms of interactions outside of the work environment. If an Employee's personal internet presence does not make reference to, or otherwise allude to, the Company, its Clients, other Employees, Contractors or Agents; the content is unlikely to be of concern. However, in some circumstances, the legitimacy of outside contact by way of social media might be called into question where a pre-existing friendship / relationship does not exist.

## Performance Improvement / Management

### Policy Statement

It is the Company's policy to help and encourage all employees to achieve and maintain high levels of job performance and also to provide support to employees who are under-performing or not meeting the required standards.

### The Performance Management Procedure

If your manager considers your performance to be below the accepted standard then he or she will meet with you, initially on an informal basis, to bring the shortfall in performance to your attention, to identify any assistance required (e.g. further training) and to establish if there are any external factors (for example family issues or ill health) which may have affected the standard of your work. Your manager will meet with you again within a set timescale, for example two weeks, to discuss whether or not your performance has reached the required standard. The performance improvement policy is used when an employee is failing to perform to the required standard of assigned duties and responsibilities even after an informal discussion. If you have met the required standard then your manager will inform you of this and no further action will be necessary, unless your performance dips again. However, if you have failed to meet the required standard of performance over this period, you will be required to attend a formal performance review meeting. You will be made aware of the complaint in writing and given at least 3 days written notification of the meeting to give you time to prepare. You may if you wish, be accompanied at the meeting by a work colleague or a trade union representative. At the meeting, your manager will discuss your area of poor performance with you and agree on targets for improvement. You will be given the opportunity to input into the process and be provided with support, and training to encourage improvement. At the end of the meeting your manager will give you a review date by which the required improvement in performance is to be achieved.

### Performance Management, Discipline & Grievance

The timescales, standards or targets allowed for improvement, will vary according to the nature of the shortfall, your length of service, experience and previous performance record. Your manager will also explain the ultimate consequences of failure to improve to an acceptable level.

### Performance Review Meeting

Your progress will be assessed at a review meeting. If you have not achieved the required standard by the agreed date your manager will decide whether or not an extension should be granted, depending on the particular circumstances. Your manager may also consider whether a reassignment of duties or formal disciplinary action is the most appropriate route to resolving the situation.

## Anti-Harassment Policy

### Policy statement

The Company seeks to provide a work environment in which all employees are treated with respect and dignity and that is free of harassment and bullying based upon an employee's race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, gender reassignment, age, marital or civil partnership status or disability.

Employees must not harass, bully or intimidate other employees on these grounds. Such harassment not only contravenes the Company's policy but it may also constitute unlawful discrimination. Such behaviour will be treated as potential gross misconduct under the Company's disciplinary procedure and could render the employee liable to summary dismissal. Employees should bear in mind that they can be held personally liable for any act of unlawful harassment. Employees who commit serious acts of harassment may also be guilty of a criminal offence.

All employees are responsible for conducting themselves in accordance with this policy and the Company will not condone or tolerate any form of harassment, bullying or intimidation, whether engaged in by employees or by outside third parties who do business with the Company, such as clients, customers, contractors and suppliers. The Company will take appropriate action against any third parties who are found to have committed an act of improper or unlawful harassment against its employees.

Employees should draw the attention of their line manager to suspected cases of harassment, bullying or intimidation. They must not victimise or retaliate against an employee who has made allegations or complaints of harassment or who has provided information about such harassment. Such behaviour will be treated as potential gross misconduct under the Company's disciplinary procedure. Employees should support colleagues who suffer such treatment and are making a complaint.

This policy covers bullying and harassment in the workplace and in any work-related setting outside the workplace, for example, business trips and work-related social events.

### Bullying and harassment

Bullying is offensive or intimidating behaviour or an abuse or misuse of power which undermines or humiliates an employee.

Harassment occurs where, on the ground of an employee's race, colour, ethnic origin, nationality, national origin, religion or belief, sexual orientation, gender reassignment, age, marital or civil partnership status or disability, or related to either the employee's sex or that of another individual, a person engages in unwanted conduct that:

- a) as the purpose of violating the employee's dignity at work, or of creating an intimidating, hostile, degrading, humiliating or offensive work environment for the employee; or
- b) is reasonably considered by the employee to have the effect of violating his or her dignity at work, or of creating an intimidating, hostile, degrading, humiliating or offensive work environment for the employee, even if this effect was not intended by the person responsible for the conduct.

In the case of harassment related to gender, the employee does not need to be the subject of the unwanted conduct for harassment to have occurred. For example, the conduct could be directed at nobody in particular or at someone other than the employee, including someone of the opposite sex.

Sexual harassment (as opposed to harassment related to gender) occurs where a person engages in any form of unwanted conduct of a sexual nature that:

- a) has the purpose of violating the employee's dignity at work, or of creating an intimidating, hostile, degrading, humiliating or offensive work environment for the employee; or
- b) is reasonably considered by the employee to have the effect of violating his or her dignity at work, or of creating an intimidating, hostile, degrading, humiliating or offensive work environment for the employee, even if this effect was not intended by the person responsible for the conduct.

Conduct may be harassment whether or not the person intended to offend. Something intended as a 'joke' or as 'office banter' may offend another person. This is because different employees find different levels of behaviour acceptable and everyone has the right to decide for themselves what behaviour they find acceptable to them.

Behaviour which a reasonable person would realise would be likely to offend an employee will always constitute harassment without the need for the employee having to make it clear that such behaviour is unacceptable, for example, touching someone in a sexual way. With other forms of behaviour, it may not always be clear in advance that it will offend a particular employee, for example, office banter and jokes. In these cases, the behaviour will constitute harassment if the conduct continues after the employee has made it clear, by words or conduct, that such behaviour is unacceptable to him or her. A single incident can amount to harassment if it is sufficiently serious.

Harassment also occurs where, on the ground of the employee's rejection of or submission to unwanted conduct of the kind specified above, a person treats the employee less favourably than he or she would treat him or her had he or she not rejected, or submitted to, the unwanted conduct.

### Examples

Bullying and harassment may be verbal, non-verbal, written or physical. Examples of unacceptable behaviour covered by this policy include, but are not limited to, the following:

- Unwelcome sexual advances, requests for sexual favours, other conduct of a sexual nature.
- Subjection to obscene or other sexually suggestive or racist comments or gestures.
- The offer of rewards for going along with sexual advances or threats for rejecting sexual advances.
- Jokes or pictures of a sexual or racial nature.
- Demeaning comments about an employee's appearance.
- Questions about a person's sex life.
- The use of nick names related to an employee's sex, sexual orientation, gender reassignment, race, religion, age or disability.
- Picking on or ridiculing an employee.
- Isolating an employee or excluding him or her from social activities or relevant work-related matters.

### Reporting and investigation of complaints

All allegations of harassment or bullying will be dealt with seriously, confidentially and speedily. The Company will not ignore or treat lightly grievances or complaints of harassment from members of a particular race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation or age or from employees who have undergone gender reassignment, are married, have entered into a civil partnership or have a disability.

While the Company encourages employees who believe they are being harassed or bullied to notify the offender (by words or by conduct) that his or her behaviour is unwelcome, the Company also recognises that actual or perceived power and status disparities may make such confrontation impractical.

In the event that such informal, direct communication is either ineffective or impractical or the situation is too serious to be dealt with informally, the following steps should be followed in reporting a complaint of harassment or bullying, whether that complaint is against a fellow employee or a third party:

- 1) Any employee who believes he or she has been or is being harassed or bullied in violation of this policy, or who wishes to report an incident of harassment or bullying, should report the situation to their line manager. If the employee does not wish to speak to their line manager, they can instead speak to an alternative manager or to a member of the Human Resources Department.
- 2) Such reports should be made promptly so that investigation may proceed and any action taken expeditiously.

- 3) All allegations of harassment or bullying will be taken seriously. The allegation will be promptly investigated and, as part of the investigatory process, the employee will be interviewed and asked to provide a written witness statement setting out the nature and details of the incident or complaint and the basis for it. Confidentiality will be maintained during the investigatory process to the extent that this is practical and appropriate in the circumstances. However, in order to effectively investigate an allegation, the Company must be able to determine the scope of the investigation and the individuals who should be informed of or interviewed about the allegation. For example, the identity of the complainant and the nature of the allegations must be revealed to the alleged harasser so that he or she is able to fairly respond to the allegations. The Company reserves the right to arrange for another manager to conduct the investigation other than the manager with whom the employee raised the matter.
- 4) Once the investigation has been completed, the employee will be informed in writing of the outcome and the Company's conclusions and decision as soon as possible. The Company is committed to taking appropriate action with respect to all complaints of harassment or bullying which are upheld. If appropriate, disciplinary proceedings will be brought against the alleged harasser (see below).
- 5) If an employee's complaint is upheld and the harasser remains in the Company's employment, the Company will take all reasonable steps to ensure that the employee does not have to continue to work alongside the harasser if he or she does not wish to do so. The Company will discuss the options with the employee.
- 6) If an employee's complaint is not upheld, arrangements will be made for the employee and the alleged harasser to continue or resume working and to repair working relationships.
- 7) Employees will not be penalised or victimised for raising a complaint, even if it is not upheld, unless the complaint was both untrue and made in bad faith.

Alternatively, the employee may use the Company's grievance procedure to make a complaint.

### Disciplinary action

Any employee of the Company who is found to have harassed another employee in violation of this policy will be subject to appropriate disciplinary action under the Company's disciplinary procedure. Such behaviour may be treated as potential gross misconduct and could render the employee liable to summary dismissal.

In addition, line managers who had knowledge that such harassment had occurred in their departments but who

had taken no action to eliminate it will also be subject to disciplinary action under the Company's disciplinary procedure.

#### Confidentiality Policy

You agree that you will not use, divulge or communicate to any person, firm or organisation (except in the proper course of your duties during your employment by the Company) any of the trade secrets or other confidential, technical or commercial information of the Company relating to the business, organisation, accounts, analysis or other affairs of the Company which you may have received or obtained or which has come to your knowledge while working for the Company. Confidential information includes:

- 1) Any information relating to the trading position, business, products, services, affairs and finances of the Company including (but not limited to) marketing information, lists of suppliers, agents, distributors, clients or customers and their needs and requirements and prospects lists.
- 2) Technical data and know-how relating to the business of the Company or any of its suppliers, agents, distributors, clients or customers including (but not limited to) product designs and specifications, drawings and plans, research and development, manufacturing processes, costs, margins, prices, business plans and forecasts.
- 3) Any document or item marked as confidential.

In particular, you will not without the prior written consent of the Company, permit any confidential information:

- 1) To be disclosed, whether directly or indirectly, to any third party, except to those authorised by the Company to know or as required by law; or
- 2) To be copied or reproduced in any form or to be commercially exploited in any way; or
- 3) To be used for your own purposes or for any purposes other than those of the Company or to be used or published by any other person; or
- 4) To pass outside your control.

You agree that you will inform the Company immediately upon becoming aware, or suspecting, that a third party knows or has used any of the Company's confidential information.

This restriction will continue to apply after the termination of your employment but will cease to apply to any information which may come into the public domain through disclosure by the Company.

All confidential information is the property of the Company and you agree to hand it and any copies over to the Company on the termination of your employment or, at the request of the Company, at any time during your employment.

The wrongful disclosure of confidential information or other breach of confidentiality is a disciplinary offence. Depending on the seriousness of the offence, it may amount to potential gross misconduct and could result in your summary dismissal.

Nothing in this clause shall prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided always that the disclosure is made in accordance with the provisions of that Act.

#### Dress Policy

The Company wishes to promote a positive and professional business image to its clients and customers. As a result, it operates minimum standards of dress and appearance, which require employees to dress in a manner that is suitable and appropriate to the Company's business.

All employees are required to be neat, clean, well-groomed and presentable whilst at work, whether working on the Company's premises or elsewhere on Company business.

If, as part of your job duties, you come into contact with the Company's clients or customers, you must adhere to the following minimum dress and appearance standards:

- a) You should wear uniform at all times when on site
- b) You should wear smart shoes in a discreet, dark colour (not trainers or sports shoes)
- c) Hair should be kept neat and well-groomed and hairstyles and hair colours should be conventional.
- d) Jewellery should be kept to a minimum and you should not wear more than one set of earrings. Any earrings worn must be small and unobtrusive.
- e) Nose rings, eyebrow rings and other facial piercings are prohibited.
- f) Tattoos should be kept covered and should not be visible.

Even if your job does not bring you into contact with the Company's clients or customers, the following are still classed as unacceptable attire for all employees:

- Jeans, leggings, combat trousers or torn trousers.
- Shorts or miniskirts.
- Sports clothing, tracksuits and football shirts.
- T-shirts.
- Trainers or sports shoes
- Excessive jewellery

If your job brings you into contact with machinery, for health and safety reasons your hair must be kept short or tied back at all times and you must not wear jewellery other than a wedding/engagement ring.

Finally, the Company accepts that members of certain ethnic or religious groups are subject to strict religious or cultural requirements in terms of their clothing and appearance. Subject to necessary health and safety requirements, the Company will not insist on dress rules which run counter to the cultural norms of such employees.

If you fail to comply with the above rules, you will be dealt with in accordance with the Company's disciplinary procedure. In addition, depending on the circumstances of the case, you may be required to go home and change your clothing. If this happens, you will not be paid for the period of your absence from work.

#### Mobile Phone Policy

##### Mobile phone use

The Company may provide you with a mobile phone for use in connection with the Company's business. This is to be used exclusively for work-related telephone calls during working hours. Whilst the Company will tolerate essential personal telephone calls concerning your domestic arrangements, excessive use of the mobile phone for personal calls is prohibited. This includes lengthy, casual chats, text messaging, e-mailing and calls at premium rates. Not only does excessive time engaged on personal telephone calls lead to loss of productivity, it also constitutes an unauthorised use of the Company's time and money.

(The Company receives an itemised list of all calls made on the mobile phone from the mobile phone service provider. This list provides details of the number of calls, the length of calls, the cost of calls and the numbers dialled.)

Excessive use of the mobile phone for telephone calls unrelated to Company business will constitute a disciplinary offence and will be dealt with under the Company's disciplinary procedure.

##### Mobile phones and driving

Some employees are required to travel by car or other motor vehicle on the Company's business from time to time as part of their job duties. Operating a mobile phone whilst driving reduces concentration and increases the likelihood of an accident. It is also a criminal offence and the penalty is a fine and three points on your licence.

This policy therefore also sets out the Company's requirements in relation to your using a mobile phone whilst driving on Company business. It applies irrespective of whether you use the Company-provided mobile phone or your own personal mobile phone.

##### Hand-held mobile phones

You are prohibited from using a hand-held mobile phone or similar hand-held electronic device whilst driving as part of your duties, whether this is to make or receive

telephone calls, send or read text or image/picture messages, send or receive facsimiles or to access the internet or e-mail. If you are discovered contravening this rule, you may face serious disciplinary action under the Company's disciplinary procedure. In view of the potential health and safety implications, it may also constitute gross misconduct and could render you liable to summary dismissal.

If you do wish to use a hand-held mobile phone whilst driving in these circumstances, you must pull over and stop the car in a safe place and completely turn off the car's engine before using the mobile phone. A person is regarded as 'driving' for the purposes of the law if the engine is running, even if their vehicle is stationary. This means you must not use a hand-held phone at traffic lights, during traffic jams or at other times when the engine is still running.

##### Hands-free mobile phones

A hands-free phone is one that does not require the user to hold it at any point during the course of its operation. A mobile phone that is attached to fixed speakers and does not require the user to hold it whilst in use (for example, because it is stored in a cradle) would be covered, as would a hands-free mobile phone that has voice activation. If the phone needs to be held in the driver's hand at some point during its operation, for example to dial the number or to end the call, it is not hands-free.

Even with hands-free equipment, driving and conducting a telephone conversation are both demanding tasks and you should take all reasonable steps to ensure you do not carry out these tasks at the same time. Whilst driving as part of your job duties, you should make use of any voicemail or call divert facility available, rather than make or receive 'live' calls. You should then stop regularly in safe places to check for voicemail messages and to make and return calls.

If you do need to make or receive a call whilst driving on Company business with appropriate hands-free equipment, these should be limited to emergency or essential calls and only when it is safe to do so, with any incoming callers being informed that you are driving and so the call must be kept short. Please note that you can also be prosecuted for using a hands-free device if you are not in proper control of your vehicle when using the device. The penalty is a fine and three points on your licence.

##### Smoking Policy

It is the Company's policy that all of its workplaces are smoke-free and that all employees have a right to work in a smoke-free environment and not be exposed to second-hand smoke. This is also a statutory requirement. As such, the Company's business premises are no smoking premises and smoking is prohibited in all areas of the workplace at all times with no exceptions. This includes company vehicles, gatehouses and common

areas under cover not defined as smoking areas. [Smoking e-cigarettes is also covered by this policy in the same way as tobacco smoking.]

The Company's policy on smoking applies not only to employees but also to visitors to the workplace, including clients, customers, contractors and suppliers.

In addition, the Company wishes to portray a professional business image to its clients, customers and suppliers when they visit the Company's business premises. Therefore, employees are not allowed to smoke immediately outside the entrance to or exit from the workplace.

Appropriate 'No Smoking' signs are usually clearly displayed at the entrances to and within the workplace, however their absence does not by default permit smoking within such facilities.

This policy also extends to the use of 'vape' or 'vaping' devices which should also not be used inside any office premises or vehicles etc.

#### Non-compliance

Employees who are found to be smoking in the workplace in contravention of this policy will be subject to disciplinary action in accordance with the Company's disciplinary procedure. A breach of this policy will be treated as a serious disciplinary offence. Where the smoking constituted a health and safety hazard, then such behaviour will be treated as potential gross misconduct and could render the employee liable to summary dismissal.

If a client, customer, contractor or supplier does not comply with this policy, they will be warned that they are committing an offence, requested to immediately refrain from smoking and, if they refuse, they will be asked to leave (or will be ejected from) the premises.

Those who do not comply with the smoking ban are also liable to a fixed penalty fine and possible criminal prosecution and they expose the Company to similar action.

#### Public Interest Disclosure Policy

The Public Interest Disclosure Act 1998 protects employees who raise legitimate concerns about specified matters from being dismissed or from being subjected to detrimental treatment or victimised as a result, provided certain criteria are met. The Act makes provision about the kinds of disclosure which may be protected, the circumstances in which such disclosures are protected and the persons who may be protected. This policy is intended to comply with the Act by encouraging employees to make disclosures about fraud, misconduct or wrongdoing to the Company, without fear of reprisal, so that problems can be identified, dealt with and resolved quickly.

Employees are protected provided they reveal information of the right type (known as a 'qualifying disclosure') and they reveal that information to the right person and in the right way (known as making a 'protected disclosure').

#### Qualifying disclosures

Certain kinds of disclosure qualify for protection. These are disclosures of information which an employee reasonably believes tends to show one or more of the following relevant failures is either happening now, took place in the past, or is likely to happen in the future:

- A criminal offence
- The breach of a legal obligation
- A miscarriage of justice
- A danger to the health and safety of any individual
- Damage to the environment
- Deliberate covering up of information tending to show any of the above five matters

Only disclosures of information that fall within one or more of these six categories qualify for protection.

The belief held by the employee must be reasonable, but it need not be correct. It might be discovered subsequently that the employee was in fact wrong or mistaken in their belief, but he or she must show that they held the belief in good faith and that it was a reasonable belief to hold in the circumstances at the time of disclosure.

#### Protected disclosures

For a qualifying disclosure to be a protected disclosure, an employee needs to make it to the right person and in the right way. There are a number of methods by which employees can make a protected disclosure, but the Company always encourages all employees to raise any disclosure internally in the first instance. Qualifying disclosures must be made in good faith to be protected i.e. with honest intent and without malice or an ulterior motive.

Employees are protected if they make a qualifying disclosure to either:

- a) The Company, or
- b) Where they reasonably believe that the relevant failure relates solely or mainly to the conduct of a person other than the Company or any other matter for which a person other than the Company has legal responsibility, to that other person.

Employees are encouraged to raise any qualifying disclosures that they may have by following the disclosure procedure set out below.

If the concern relates to a breach of the employee's contract of employment, the employee should use the Company's grievance procedure.

#### The disclosure procedure

This procedure applies to all employees. In addition, agency workers and contractors who perform functions in relation to the Company are encouraged to use it.

In the event of an employee wishing to make a qualifying disclosure, he or she should follow the following steps:

1. Any employee who wishes to make a qualifying disclosure should, in the first instance, report the situation in writing to his or her line manager. If the employee does not wish to contact their line manager, they can instead contact an alternative manager or a member of the Human Resources Department.
2. Such disclosures should be made promptly so that investigation may proceed and any action taken expeditiously.
3. All qualifying disclosures will be treated seriously. The disclosure will be promptly investigated and, as part of the investigatory process, the employee will be interviewed and asked to provide a written witness statement setting out the nature and details of the disclosure and the basis for it. Confidentiality will be maintained during the investigatory process to the extent that this is practical and appropriate in the circumstances. However, in order to effectively investigate a disclosure, the Company must be able to determine the scope of the investigation and the individuals who should be informed of or interviewed about the disclosure. The Company reserves the right to arrange for another manager to conduct the investigation other than the manager with whom the employee raised the matter.
4. Once the investigation has been completed, the employee will be informed in writing of the outcome and the Company's conclusions and decision as soon as possible. The Company is committed to taking appropriate action with respect to all qualifying disclosures which are upheld.
5. Employees will not be penalised for raising a qualifying disclosure even if it is not upheld, unless the complaint was both untrue and made in bad faith.
6. Once the Company's conclusions have been finalised, any necessary action will be taken. This could include either reporting the matter to an appropriate external government department or regulatory agency and/or taking internal disciplinary action against relevant members of staff. If no action is to be taken, the reasons for this will be explained to the employee.
7. If, on conclusion of the above stages, the employee reasonably believes that appropriate action has not been taken, the employee may then report the matter to the

proper authority in good faith. The Act sets out a number of prescribed external bodies or persons to which qualifying disclosures may be made. However, the Company always encourages all employees to raise their concerns directly in the first instance, rather than externally. This enables issues to be dealt with promptly and speedily.

Whilst the Company encourages employees to use this procedure to raise their concerns, employees are of course free to raise their concerns using the Company's grievance procedure instead.

#### General principles

- 1) Employees should be aware of the importance of eliminating fraud or wrongdoing at work. They should report anything they become aware of that is illegal or unlawful.
- 2) Employees will not be victimised, subjected to a detriment or dismissed for making a protected disclosure under this procedure.
- 3) Victimisation of an employee for raising a qualifying disclosure under this procedure will be a disciplinary offence and will be dealt with under the Company's disciplinary procedure.
- 4) Covering up someone else's wrongdoing is also a disciplinary offence. An employee should never agree to remain silent about a wrongdoing, even if told to do so by a person in authority such as a line manager.
- 5) An employee's right to make a protected disclosure under this procedure overrides any confidentiality provisions in their contract of employment.
- 6) Finally, maliciously making a false allegation is a disciplinary offence.

#### Receipt of Gifts Policy

##### Policy statement

It is the aim of the Company to ensure high levels of customer and client satisfaction. Occasionally, satisfied customers, clients or other third parties may seek to reward employees with gifts. Whilst the Company has no desire to stop deserving employees receiving a reward from a grateful customer or client, we do recognise that there is the potential for the abuse of a valued client's generosity. In addition, some suppliers may offer 'reward schemes' which allow employees to obtain free gifts or discount vouchers for ordering services or products from that supplier on behalf of the Company. Obviously, the Company needs to know its suppliers are competitive and that its employees are acting in the best interests of the Company. As such, the Company needs to ensure there is a culture of honesty and transparency in the practice of receiving gifts, whether from customers, clients or suppliers.

For the purposes of this policy, a 'gift' will be deemed to be any payment, item or service given to an employee on an apparent ex gratia basis by any party whilst he or she is employed by the Company.

## Requirements

All employees are under an obligation to report the receipt of gifts to their line manager as soon as they are given. Failure to report the receipt of any gift from any party constitutes a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. If an employee in a clear position of trust fails to report the receipt of a gift, this may be treated as gross misconduct in accordance with the Company's disciplinary procedure and could render the employee liable to summary dismissal.

If the Company discovers a supplier has been used wholly or mainly because of the incentive of a free gift and, as such, the employee has not acted in the best interests of the Company, this will also constitute a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Depending on the gravity of the offence, it may again be treated as gross misconduct in accordance with the Company's disciplinary procedure and could render the employee liable to summary dismissal.

Unless the giver of the gift specifically states the gift is intended for a particular employee as a personal reward, all gifts are deemed to be the property of the Company.

*Consideration must be given to the Bribery Act 2010.*

## Reimbursement of Expenses Policy

### Introduction

This document outlines the policy which applies to the reimbursement of expenses incurred by employees when engaged on Company business. These guidelines are designed to provide for the reimbursement of reasonable out-of-pocket expenses wholly, exclusively, necessarily and actually incurred by an employee engaged on the business of the Company. You must obtain prior agreement from your Line Manager before making any such purchases which would reasonably fall under this policy.

### Provision of receipts

Employees are expected to provide VAT receipts for expenditure incurred where this is reasonably possible. Where it is not possible, the employee should give a full description of the expenditure incurred, with proof of payment or other evidence as appropriate.

### Advances of expenses

It is not the policy of the Company to advance expenses.

### Timekeeping Policy

All employees are expected to report for work punctually and to observe the normal hours of work laid down in their contract of employment, including the provision for lunch breaks. Failure to report for work on time is

detrimental to the efficient running of the business and imposes an unnecessary and unfair burden on your work colleagues.

You are responsible for ensuring you arrive at work early enough to enable you to begin work at your appointed start time. Your start time is the time you are expected to actually start work, not the time you are expected to arrive at your place of work. Likewise, you are required to remain at work and actually be working at least until your appointed finishing time, unless granted authorisation by your line manager to leave early. The same principles apply to lunch breaks.

If you are going to be late for work, you must make every effort to contact your line manager by telephone as soon as possible to notify them of this fact and of the time you expect to arrive. If you are then late for work, you must report to your line manager and explain the reason for your lateness before starting work. It is expected that, occasionally, circumstances outside your control can cause lateness, for example cancelled trains or road traffic accidents. However, where the reason for delay is a normal or regular occurrence, or one which can reasonably be anticipated, this will not be regarded as a valid reason for your lateness, for example ongoing road works on your route to work.

## **Elite Security Group – Code of Conduct**

### Duties (Standard)

The role of a Security Officer is to prevent and/or deter acts of vandalism, trespass, criminal damage or other criminality or conduct not believed to be in the interests of the Client you are tasked with protecting. As such, it is a fundamental requirement that you remain alert and vigilant to such threats throughout your attendance on site. You are expected to carry out your duties in a timely and thorough manner and to perform any additional tasks reasonably requested of you by your supervisor or manager or the customer, in relation to your normal duties, willingly and without complaint.

### Duties (Mobile Officer) – in addition to Standard Duties

The role of a Mobile Security Officer can on occasions enjoy a greater responsibility. A Mobile Officer typically has access to multiple properties across multiple locations and as such, is responsible for much more than an individual on a single site with perhaps a single set of keys.

Clearly it is therefore important that the integrity of keys is maintained. Their safety and security is of vital importance and their loss could not only cause significant loss and damage to both the Client and Company, but it could jeopardise ongoing levels of insurance and potentially damage the Company's wider reputation.

It is important to note that being a Mobile Security Office does not absolve you from the laws of the road or indeed

the laws or regulations concerning parking, bus lanes or other fines or violations. A Mobile Officer is always expected to perform their duties within the boundaries of the various road traffic laws and regulations. Any fines, penalty charges or tickets therefore ultimately do remain the responsibility of the individual.

#### Courtesy

All employees are expected to show the utmost courtesy to our customers, their tenants and to members of the public and work colleagues. It is expected that you will greet customers, clients, suppliers and colleagues in a polite, friendly manner; demonstrating a pleasant, enthusiastic and helpful approach in the role you are performing. Use of swear words and language of a sexist, racist, ageist or similar nature, which may cause offence to particular groups of society, is unacceptable and will not be tolerated.

#### Body Art and Jewellery (including piercing)

The Company reserves the right to insist that members of staff do not wear jewellery which it believes may cause offence or harm to you or others. Tattoos should be kept covered by clothing at all times, especially if they are likely to cause offence. Piercing, if worn, should be discreet or hidden from view and removed if requested by the customer or the Company if we consider them to be detrimental to the Company's image.

#### Security

All staff should be alert regarding both Company and customer security, and follow procedures at all times. If you have keys to vehicles, cupboards, rooms, buildings or other Company or customer property, always keep the keys on your person or locked in the appropriate container/cupboard. Never leave keys lying around or give them to another person, unless authorised to do so by your manager or supervisor. You have a duty to report any act of theft or dishonesty, which you suspect or are aware of within the Company or at a customer site, irrespective of who is involved. If you fail to alert your manager or supervisor about any incident or suspected incident, you may be subject to disciplinary action up to and including dismissal. If you wish to discuss a matter in confidence, which involves potential dishonesty by a manager, supervisor or colleague, you may report any suspicions using the Whistle Blowing procedure (in this section of the Handbook).

#### Company Property and Equipment

Company property and equipment should always be used and maintained in accordance with the manufacturer's instructions and stored in a safe place when not in use. Only use equipment if you have been trained to do so and operate it in a safe and careful manner.

#### Punctuality

Punctuality is very important for maintaining good relationships with our customers. Your starting time is the time you are required to be ready to start work, not the time you arrive on the premises. We expect you to arrive no later than ten minutes before your shift starts. Frequent poor timekeeping may lead to disciplinary action being taken against you and/or deductions from pay for the lost time. Please ensure that you arrive at work promptly so as to be ready to start work at the beginning of your shift and that you wait for your relief to arrive before leaving your post at the end of your shift, even if they are late. Do not forget to log on and off as required.

#### Personal Telephone Calls, Mail Messages and Faxes

You are not permitted to make personal telephone calls, send e-mail messages, text messages or faxes, either using a customer phone or your own mobile phone at work, except in the case of emergencies and with the permission of your manager or supervisor. Any letters, telephone calls, mail messages or faxes sent to or from any Company premises or using the Company equipment will be taken to be part of the Company's business and likely to be assessed accordingly. For further information considering monitoring, please refer to IT Policy and Guidelines within this Handbook.

#### Company or Customer Social Functions

During Company or customer social functions we hope that all staff will enjoy themselves and we appreciate that the atmosphere will be more informal than when at work. You are, however, expected to behave in an appropriate way and one which respects the fact that you are representing the Company. Inappropriate behaviour such as damage to property, fighting, abusive behaviour, sex, race or disability harassment, pestering or dangerous horseplay may lead to disciplinary action up to and including dismissal depending on the circumstances.

#### Gifts from Suppliers or Customers

In general you should not accept gifts from customers, suppliers, contractors or similar. However, small gifts such as promotional material and meals may occasionally be accepted up to a value of £20. Head Office must be informed before you accept the gift, and you may be required to refuse or return the gift. Invitations to promotional events, trips, airline tickets or gifts over £20 can only be accepted with prior authorisation of a director of Elite Security. Failure to either refuse gifts or inform the appropriate manager or director may lead to disciplinary action up to and including dismissal.

#### Collections

Collections of money for any purposes, including collections for gifts for staff and for charitable applications, or the private sale of any article or services

on the Company or customers' premises is not allowed unless approved in writing in advance by your manager.

### Integrity

Integrity implies being fully worthy of the trust placed in us by our clients, being honest, impartial and truthful. It is essential that you act at all times in an honest and upright manner, scrupulously refraining from illegal, fraudulent, dishonest or unethical behaviour.

### Communications

#### Asking for your Views

The Company uses different methods to find out how everyone feels about working at Elite Security. We regularly review the effectiveness of our communication methods though all methods will be totally confidential so you can be frank and open. Your views will help the organisation understand what it needs to do in order to improve and grow, something we cannot do without you. The feedback from such research methods will help us plan for the future. We do our best to actively respond to specific issues that we are told about – for example Communications and Training. Please help us by taking part in any future initiatives.

#### Newsletters

A regular Company newsletter ensures all employees receive regular, up-to-date and relevant information about the Company, industry news, policy updates and developments in regulations and laws. Newsletters are published through the SAGE Online Payslip portal and it is important that you read them to keep up to date with Company News and Policies.

### Pay & Benefits

#### Pay Policy

Payment will be paid in accordance with the terms of your contract of employment. You will receive an online payslip each month showing your basic pay, plus any additional payments and any deductions which have been made including, but not limited to: Income tax, National insurance, Attachments of earnings (where applicable), Unauthorised absence (where applicable), Pension scheme deductions (if applicable).

#### Expenses

You are entitled to be reimbursed for reasonable expenses when you are away from your normal place of work, for example on a training course or temporary re-deployment. Claims will only be accepted and reimbursed if they are made on the Company's Expense Claim Form, are authorised by your manager in advance and have all receipts attached. Claims considered unreasonable will not be authorised. Falsification of expense claims will be regarded as potential gross misconduct under the Company's disciplinary procedure.

### Display Screen Equipment

It is the policy of Elite Security Group to comply with the law as set out in the Health and Safety (Display Screen Equipment) Regulations 1992. The cost of an eye test and a contribution of between £40 and £60 towards the cost of glasses may be reimbursed by the Company every two years. All claims should be first authorised through your Line Manager prior to your claim.

### Pensions (Automatic Enrolment)

Auto enrolment started back in 2012 and contributions have moved within that time to a point where you the Employee contributed 5% to your pension, with us the Employer contributing 3%. A total contribution of 8%. It is a requirement of auto enrolment that in order to receive the Employer contribution, the Employee must make their own contribution. Percentage values relate to "pensionable earnings".

Pensionable earnings is the part of your annual pay that will be used to calculate your pension contribution under automatic enrolment. It is always difficult to advise on each persons likely contributions because most employees are hourly paid and therefore any contributions may vary slightly from one month to the next. Furthermore, to allow you the opportunity to assess the benefits versus the affordability of pension contributions, you will only be auto enrolled after the first 3 months of your employment.

Automatic enrolment applies to a wide group of individuals with only a few exclusions. We will automatically enrol you into our workplace pension if any of the following apply:

- You are not already in a suitable workplace pension scheme;
- You are at least 22 years old, but under State Pension Age;
- You earn more than £9440 a year (tax year 2013-14).

You do of course have the right to opt out, even if you do fall within the automatic enrolment category. You may consider opting out for a variety of reasons, and you do not need to share these with the Company. Some individuals will opt out because they are very close to retirement age, so the benefits may be considered limited. Other individuals may focus on paying down existing debts before starting to save. However, if you do opt out you'll lose out on any Company contribution too, as well as the contribution from the government in the form of tax relief.

If you want to opt out, simply advise NEST on receipt of your Welcome Pack. If you opt out within a month of becoming a member of the scheme, any payments you made into your pension pot during this time will be refunded to you. After the first month, you can still opt out of the scheme at any time, but any payments already made will stay in your pension pot for retirement rather

than being refunded. If you opt out, you can re-join at a later date if you want to. And we will be required to re-enrol you back into the scheme approximately every three years, provided you continue to meet the eligibility criteria.

We have chosen NEST as a pension provider as they have a number of key advantages over other schemes. The main feature is that their charges are 0.3%, rather than the industry standard of 1 – 1.5%. Further details are available at [www.nestpensions.org.uk](http://www.nestpensions.org.uk) Once we have administrated the enrolment process you will be advised of your own personal account with NEST which will allow you to monitor growth amongst other things.

#### Changes to Personal Details

The Company needs to keep up-to-date information of your name, home address and telephone number, bank details, together with the name, address and telephone number of your next of kin (or other person) in case of an emergency. Please inform Elite Security in writing of any changes if required.

#### Uniform

You may be required to wear the Company uniform, customer's uniform or plain clothes. You will not be issued with a uniform unless you are required to wear it as part of your duties. The Company provides a high quality, smart uniform in keeping with its image. It is therefore in the interests of the Company and its employees that we should take pride in being well turned out on every occasion. Dress should at all times be smart, clean and well fitted. Uniforms are to be pressed and brushed if required. Footwear should be clean and polished. The standard uniform issue for your particular role, as applicable from time to time, will be advised to you and is available from your local Elite Security Office. Information on the claw back of uniform costs on leaving within one year of joining can be found in this Handbook.

#### Personal Protective Equipment (PPE)

The Company will always provide PPE in accordance with any health and safety and/or risk assessment. Such PPE will be specific to your job function and role on site and it is essential that such PPE is worn as instructed. The Company accepts that there may be occasions where you as an individual feel it more appropriate to supply your own PPE; though usually this is restricted to footwear including safety boots. In such circumstances, the Company will make a contribution of £25 for such equipment. However, it is vital that such PPE is fit for purpose and worn in accordance with instructions. When providing PPE you must ensure it meets the minimum safety requirements, be fit for purpose, and be comparable in quality and functionality to that which would have been otherwise supplied by the Company. The Company cannot accept responsibility where PPE has been supplied by an individual as an alternative to Company supplied equipment, which is later deemed to

be inappropriate, faulty or otherwise unusable in its intended function.

#### Time off for Dependants / Family Emergencies

Although all employees have an entitlement to paid holidays it is recognized that there may be occasions when unpaid leave, with or without notice, may be required to deal with an emergency involving a dependant. We will give you a reasonable amount of time off when such an unexpected or sudden problem arises, for example when a dependant falls ill. You should notify your line manager as soon as possible about any such absence, including the reason for it and how long you expect to be away from work.

In addition to parental leave, employees have a statutory right to take a reasonable amount of unpaid time off work to deal with family emergencies. There is no contractual entitlement to remuneration for such absences.

The right enables employees to deal with an unexpected or sudden problem and make any necessary longer term arrangements:

- If a dependant falls ill or has been involved in an accident or assaulted, including where the victim is hurt or distressed rather than injured physically;
- When the employee's partner is having a baby;
- To make longer term care arrangements for a dependant who is ill or injured;
- To deal with the death of a dependant, for example, to make funeral arrangements or to attend a funeral;
- To deal with an unexpected disruption or breakdown in care arrangements for a dependant, for example, when the childminder or nurse fails to turn up;
- To deal with an incident involving the employee's child during school hours, for example, if the child has been involved in a fight or is being suspended from school.

For these purposes, a 'dependant' is the partner, child or parent of the employee, or someone who lives with the employee as part of the family. For example, this could be a grandparent who lives in the household. It does not include tenants or boarders living in the family home, or someone who lives in the household as an employee, for example, a live-in housekeeper. In cases of illness, injury or where care arrangements break down, a dependant may also be someone who reasonably relies on the employee for assistance. This may be where the employee is the primary carer or is the only person who can help in an emergency.

In the event of a family emergency occurring while an employee is at work, the employee must immediately inform their line manager of the nature of the emergency and seek permission to leave the workplace early.

In the event of an emergency occurring outside of an employee's normal working hours which will prevent

them from reporting to work at their normal start time, the employee must contact the Company and speak to their line manager at the earliest possible opportunity and as close to the normal start time as possible. In any event, this must be no later than one hour after their normal start time. The employee must provide a detailed explanation of the nature of the emergency, the reason for their absence and how long they expect to be away from work. If the employee is unable to speak to their line manager personally, they should speak to an alternative line manager.

Where the emergency is ongoing, employees must report to their line manager on a daily basis, and always before their normal start time. Employees must update their line manager on the reason for ongoing absence and how long they expect it to continue. They must inform their line manager as soon as possible of any change in the date of anticipated return to work.

The Company envisages that the amount of leave that will be taken will, in most cases, be one or two days at most. The leave to which the employee is entitled should simply be enough to help the employee to cope with the immediate crisis. Employees must actively seek alternative longer-term care arrangements for the care of a dependant within one day of the emergency occurring. Should it not be possible to make such arrangements, employees must contact their line manager and explain why further absence is required. Authorisation of such continued absence will be at the absolute discretion of the employee's line manager.

Employees should note that this right is intended to cover unforeseen family emergencies. If employees know in advance that they are going to need time off, then they should speak to their line manager about the possibility of taking such time as part of their annual leave entitlement.

### **Flexible Working**

Under the Flexible Working Regulations 2002 and the Children and Families Act 2014, any request for flexible working arrangements must be made in writing. The Company will then arrange to meet with you within 28 days, with a decision following within a further 14 day period. The right to request flexible working arrangements is not granted automatically, and is subject to the economic, technical and organisation requirements of the business. The Company recommends further reading on this subject for employees looking to consider such a request, to clarify eligibility and their understanding of the regulations.

### **Online Services Portal**

The Company website provides a 'Services Portal' access to your online SAGE payslips as well as historical Newsletters and other information published from time to time. Company Policies are also available online. Simply visit us online at [www.EliteSecurityGroup.co.uk](http://www.EliteSecurityGroup.co.uk)

### **Amendments since Sept 2010 (1<sup>st</sup> Edition)**

March 2011 – Example of Gross Misconduct to include Sleeping whilst on duty – whilst this has previously been an implied term for gross misconduct, the Handbook now clearly states such.

July 2011 – Retirement section to allow for Employment Equality (Repeal of Retirement Age Provisions) Regulations 2011. Social Networking Guidance added to the IT Policy.

February 2012 – Example of Gross Misconduct to include ‘Any action of behaviour that is designed to intentionally mislead the company in order to satisfy a personal gain’ – Addition of ‘Automated Check Calls’ section

January 2013 – Clarification and additional guidance of Sickness & Absence procedure (fundamental procedure unchanged) – Addition of ‘excessive speeding in company vehicles’ to examples of Misconduct – Pensions section updated in line with upcoming regulations - Notification of Absence timescale amended.

June 2014 (for 5<sup>th</sup> Edition) - Clarification and additional guidance on Sickness & Absence reporting procedure – Clarification on Rest Breaks – Review of Health & Safety Policy – Pension Reform including Automatic Enrolment - Introduction of Gender Reassignment Policy and Dignity at Work Policy – Review of Disciplinary & Grievance Policy & Procedures – Introduction of Management of Occupational Road Risk Policy + Prevention of Road Related Incidents (Golden Rules)

February 2016 (for 6<sup>th</sup> Edition) – General review of the handbook undertaken - Minor Amendment of Vehicle Servicing & Maintenance paragraph 4 to include reference to electric pump and jump leads – reference given to the Company website within the Health & Safety Policy.

October 2016 (for 7<sup>th</sup> Edition) – Slight wording amendment of Clawback Policy to clearly state as previously intended that training costs may be recovered. This could have been subject to interpretation otherwise. New handbook cover to include updated accreditation graphics.

August 2017 (for 8<sup>th</sup> Edition) – Key Terms and Conditions Reviewed, slight editing (no fundamental changes), Business Ethics and Confidentiality extracted from Contract of Employment and included in Handbook, some Company Policies referred to Online, Pension Enrolment process reviewed and amended, Online Services Portal added. New handbook cover to include updated accreditation graphics.

September 2018 (for 9<sup>th</sup> Edition) – Additional Company Policies which are available online are referred to including the Social Media Policy, Data Protection Policy (GDPR), Online Privacy Statement – and others. Holiday Rules wording clarified in line with ACAS guidance for extended leave requests. Vaping devices also detailed within the Smoking Policy.

December 2019 (for 10<sup>th</sup> Edition) – Minor amendments to Paternity Leave, Adoption Leave, Disciplinary & Grievance Policy, Pension Auto Enrolment, Health & Safety (PPE). Clarification on Performance Related Bonus Payments, and the introduction of further Social Media Guidance to be read in addition to the Social Media Policy. Clarification on family friendly leave and pay including Maternity Entitlements, Paternity Entitlements and similar. Reference given to Mobile Security Officers within the Code of Conduct (Duties) section.