



Pest & Knotweed Solutions

# **EMPLOYEE HANDBOOK**

**Pest and Knotweed Solutions Limited**



**Pest & Knotweed Solutions**

## **To our Employees**

This Handbook provides **all employees** of the Company with important information relating to their employment.

This information concerns matters which relate to the conduct of the employment relationship, including duties and responsibilities of both employees and the Company. A proper understanding of such matters is helpful towards maintaining a relationship which is positive, beneficial, knowledgeable, professional and safe.

It is your responsibility to read this Handbook and query anything that you do not understand with your Supervisor or Manager.

The Company will add to, delete, or modify the contents of this Handbook in line with changes in employment practice, the Company's policy on employment matters, legislation, or otherwise.

You will be advised when changes have been made to any part of this Handbook.

Signed

A handwritten signature in black ink, appearing to read 'G. Turner', is written over a light blue horizontal line.

Date: **10<sup>th</sup> October 2024**

Gareth Turner  
Director

**Pest and Knotweed Solutions Limited**



Pest & Knotweed Solutions

## Index to Employee Handbook

Subject
About the Company
About this Handbook
Additional Employment
Annual Leave
Appraisals
Attendance
Data Protection
Dignity at Work
Disabled Workers
Education and Training
Employee Discipline
Employee Grievances
Employee Purchases
Employee Responsibilities
Equal Opportunities
Flexible Working
Health and Safety Policy Statement & Vehicle Safety Arrangements
Induction
Job Security
Overtime
Probationary Period
Public Duties
Recruitment
Sick Pay
Smoking at Work
Solicitations and Gifts
Special Leave
Substance Abuse
Trade Union Membership
Use of e mails and Internet
Use of Telephones
Whistleblowing
Working Parents



**Pest & Knotweed Solutions**

## **About this Handbook**

This Handbook has been produced as a guide for employees on employment with the Company and summarises some of the main employment policies. To respond to the changing needs of the Company as well as changes in legislation the Handbook may need to be modified/updated from time to time, and when this happens you will be informed of these changes, usually by internal memorandum and/or a note on the Staff Notice Board. If you have any questions about this Handbook, or any of its contents, please see your Supervisor or Manager.

## **Additional Employment**

The Company has no objection to employees undertaking additional employment provided:

- a) This does not affect the employee's ability to perform the job for which they have been employed, in a satisfactory manner, and
- b) The nature of the work does not reflect adversely on the Company.

If an employee is in any doubt, they should consult with their Supervisor or Manager.

## **Annual Leave**

All employees will accrue paid annual leave during their employment with the Company, such annual leave being provided in addition to public and statutory bank holidays. The Company will consider all requests for annual leave sympathetically, although the needs of the business will always be the primary consideration.

### **Leave Year**

The Company's leave year will run from January 1<sup>st</sup> to December 31<sup>st</sup>. This will be the leave year for all employees.



**Pest & Knotweed Solutions**

### **Rate of Accrual**

All employees of the Company will accrue annual leave at the rate of 4 weeks and 2 days per year. This translates into days as follows:

Days Worked each Week (Note 1)	Number of Days leave (Note 2)
5	22
4	16
3	12
2	8
1	4

### **Employees who join part-way through a leave year**

Where employees commence employment part way through a leave year, entitlement for the year is calculated on a pro-rata basis.



**Pest & Knotweed Solutions**

### **Obtaining Approval**

No employee has the right to take annual leave without permission, and all annual leave must receive management approval **before** being taken. Requests for annual leave must be emailed to the immediate supervisor/manager at the earliest opportunity. At a minimum notice to request annual leave must be at least twice the period requested. (For example, a request to take annual leave of one week must be made at least two weeks before its scheduled date of commencement).

The employee's immediate supervisor/manager is responsible for approving/not approving leave requests, having regard to the needs of the department or section, and requests that may have already been made by other employees for the same period.

Employees are requested not to make bookings, pay deposits, etc, until written approval has been received. Employees must realise that there may be occasions when the needs of the business are such that requests may have to be denied.

Once approval has been given, it will not normally be withdrawn. However, the Company reserves the right to withdraw such approval, in extreme situations, should the circumstances warrant it.

### **New Employees**

Every effort will be made to meet the needs of new employees in respect of commitments to holiday plans already made, provided that such plans are made known immediately upon commencing employment. Where the booked holiday exceeds the new employee's anticipated leave entitlement for the current leave year, consideration will be given to granting unpaid leave up to a maximum of 2 weeks.

### **Carry over of Annual Leave**

No leave may be carried over from one leave year to the next without authorisation from your line manager & then only in exceptional circumstances. Neither may unused leave be replaced with a payment in lieu, except where employment is terminated.



## **Pest & Knotweed Solutions**

### **Illness during Leave**

Employees who are ill during a period of annual leave may be entitled to treat the days of sickness as days of sickness absence and count them against sick pay entitlement. They must satisfy the Company, however, that the illness was genuine and must provide a Doctor's Medical Certificate and/or other relevant supporting evidence. Subject to management approval, days of annual leave lost through illness may be taken again at a later date. Any employee who is found to have abused this policy will be disciplined, and may be dismissed, even for a first offence.

### **Late Return**

If, for any reason, employees know that they will be late returning to work, from holiday, they must contact their immediate supervisor/manager and notify their late return as soon as possible. Failure to do so will render the employee liable to disciplinary action for unauthorised absence. Such action may include dismissal.

### **Termination**

#### *Requests for leave during the notice period*

Employees who are working out their notice will be allowed to take annual leave during this period but only provided it has been booked and approved in advance. However on occasion such approvals may have to be withdrawn because of staff shortages and/or the need to complete outstanding work, hand over to a successor, etc. New requests to take leave during a notice period will be approved wherever possible, but with the same proviso as above, i.e. there may be a need to complete outstanding work or hand over to a successor.

### **Calculation of outstanding leave – number of days and value**

The employee's annual leave account will be reconciled as at the date of termination, with leave entitlement being calculated pro-rata to the full entitlement for the year.

**If the employee has taken more annual leave** than he/she has earned, then a deduction will need to be made from final pay. This deduction is an approved deduction, as all employees are required when requesting annual leave to approve such a deduction should it apply to them upon termination of employment.

Employees will be compensated **for annual leave accrued but not taken upon the termination of their employment.**



**Pest & Knotweed Solutions**

## **Appraisals**

A well constructed performance planning and appraisal programme is seen as a particularly valuable means of developing a cohesive, motivated and efficient workforce.

As such, all employees will have the opportunity to discuss their individual training needs, plans, performance, problems etc. on both a routine and regular basis with their Supervisor or Manager.

## **Attendance**

Every employee is important in providing an efficient and effective service, and for a sound business. Unnecessary or frequent absences and late arrivals place added burdens on others and prevent them from giving their best.

### **Lateness**

Frequent and excessive lateness is a serious breach of discipline and may lead to dismissal. Employees are required to ring their Supervisor as early as possible if they know that they are going to be late.

### **Absence**

Employees who are unable to attend for work, for whatever reason are required to inform their Supervisor, personally, (unless circumstances make this impossible) early on the first day of absence. Failure to notify may result in such absence being unpaid. [Repeated lateness, absenteeism, failure to notify, or falsifying the reason for absence will be regarded as serious breaches of discipline.](#)





**Pest & Knotweed Solutions**

## **Data Protection**

The Data Protection Act places responsibility on all employers who keep personal data on computers to adopt the Data Protection principles as outlined in the Act, and to provide employees with access to certain personal information relating to themselves, usually via a written request to their Supervisor or Manager.

Furthermore, the Data Protection Act 1998 gives employees the right to have access to the personal information held about them on a manual file as well. In the majority of cases, such information is held on what is known as the employee's "Personnel File". The Company will fulfil its obligations under this Act to the fullest extent.

Any employee who wishes to receive a copy of any personal data covered by the Act held on computer should submit a written request to their supervisor/ manager.

Employees are requested, upon receipt of such data, to check its accuracy and to inform the Company of any amendments which need to be made. It is in the interests of everyone that all information is accurate and up-to-date. Co-operation and assistance is greatly appreciated.

It is reasonable and fair to assume that employees will only need to verify personal data on occasion. There will be no charge made for the first application by any employee in any calendar year. The Company reserves the right to make a charge for any additional requests in the same year.

Employees may view the information held about them on their personnel file by applying in writing, using the appropriate form, giving sufficient information so that the correct file may be provided.

Within 7 days of receipt of the written request arrangements will be made for the file to be viewed at a suitable and convenient location. The file may not be taken away, or any of its contents removed.

Employees may ask for inaccurate or misleading information to be corrected, but no amendments or alterations may be made to the file by the employee. Employees are permitted to take photocopies of documents within their file if they wish.



**Pest & Knotweed Solutions**

Although a charge may be made it will be waived. However, if repeated requests are being made, or a large amount of photocopying is being requested, then the Company reserves its right to apply a charge up to the limits defined by the Regulations.



**Pest & Knotweed Solutions**

## **Dignity at Work**

Every employee of the Company has the right to be treated with dignity at all times during their employment and all employees are required to conduct themselves in a manner which is entirely consistent with this general principle.

Any employee who believes that this elementary right has been infringed may make a formal complaint. An employee whose wilful and deliberate conduct is in contravention of this policy may be disciplined, and may also, as a result of this process, be issued with a formal warning, or be dismissed, as merited by the facts of the case. This Policy applies to everyone. There are no exceptions.

## **Disabled Workers**

The Company recognises that it has clear obligations towards all its employees and the community at large to ensure that people with disabilities are afforded equal opportunities to enter employment and progress with the Company.

In addition to complying with the requirements of the **Disability Discrimination Act 1995**, the Company will follow procedures designed to provide for fair consideration and selection of disabled applicants and to satisfy their training and career development needs. When employees become disabled in the course of their employment, the Company will attempt to ensure they remain in employment by making reasonable adjustments to accommodate their disability.

## **Education and Training**

The Company believes that the education, training, and development of its employees is particularly important in relation to:

- a) Attracting and maintaining a workforce which is committed and able to meet the demands of providing a quality service, at a competitive cost in a specialised and ever-changing environment.
- b) The induction and orientation of new employees.



## **Pest & Knotweed Solutions**

- c) Keeping employees up-to-date, and abreast of new equipment, methods, and techniques in relation to their work, and updating skills, knowledge, etc, so as to enable employees to retain and improve their ability, efficiency, motivation, etc.
  
- d) The general development of employees through, e.g., educational courses leading to appropriate professional certification, or non-qualification courses providing advanced knowledge in an appropriate subject or discipline, etc.

The Company will promote and encourage participation in education and training programmes which are designed to meet, or will assist in meeting, the general objectives outlined above.

Advice and guidance on all training matters is available from Supervisors/Managers.

## **Employee Discipline**

Every organisation depends upon its employees to carry out its instructions and abide by acceptable and established rules of conduct and behaviour. In situations where it is alleged that an employee has fallen below the minimum standards of conduct and behaviour, then some action must be taken. Fortunately, on many occasions pointing out what has caused offence, discussing this with the employee concerned, and asking that there not be a repetition is all that is necessary.

There will be instances however where such informal counselling does not change the employee's behaviour, or a more serious breach of discipline may be alleged. It is in these circumstances where more formal disciplinary action needs to be taken. Where this is the case, then to ensure consistency and fairness, such action needs to be undertaken within a general framework. This framework is the disciplinary procedure, and applies to all employees of the Company. All formal disciplinary action will be considered and undertaken within the following framework:

- All employees will be made aware of the type of misconduct which may lead to formal disciplinary action.
  
- All disciplinary matters will be dealt with as quickly as possible.
  
- Employees will be advised of the nature of the allegations.
  
- No disciplinary action will be taken until all allegations have been investigated.



## **Pest & Knotweed Solutions**

- At all stages of the procedure employees will be given the opportunity to explain their case fully, usually at a formal disciplinary interview or hearing. The employee will also have the right to submit any documentation which they wish to be considered.
- The employee will normally be given at least 3 calendar day's written notice of any such interview or hearing. In exceptional circumstances, such as an employee's refusal to attend a formal disciplinary interview, the matter may be considered in their absence.
- Except in cases of gross misconduct, no employee will be dismissed for a first breach of discipline.
- Employees will have the right to be accompanied by a third party at any stage of the formal procedure.
- Employees will have the right to appeal against a written warning or dismissal.

## **Employee Grievances**

The Company recognises that employees may from time to time have problems, dissatisfactions or concerns directly connected with their work and need to have a speedy, fair, consistent and reliable process for resolving these issues. The Company's Grievance Procedure aims to resolve problem areas as quickly as possible and includes informal and formal elements.

### **Informal**

Most routine complaints and grievances are best resolved informally in discussion with the employee's **immediate** Supervisor or Manager. Dealing with grievances in this way can often lead to a speedy and successful resolution of problems and **is recommended** to all employees as the first option.

### **Formal Procedure**

#### **Raising a formal grievance**

If the informal approach does not resolve the matter, (or if the employee wishes to opt out of the informal option) then the employee must put his/her grievance, **in writing** to his/her immediate Supervisor or Manager and follow the steps which are outlined in the Company's Policy/Procedure for dealing with Employee Grievances.



**Pest & Knotweed Solutions**

## **Employee Responsibilities**

The conduct of employees, either in the manner in which they undertake their individual duties and responsibilities, or the way in which they relate to their colleagues, customers, suppliers, etc is of critical importance in determining the image, reputation and ultimately the success of the Company. This following provides all employees with a general overview of how the Company views their individual responsibilities at work. Minor breaches may be dealt with informally, although repeated violations or more serious infringements will be dealt with via the Disciplinary Policy. In some situations, where major breaches are alleged, legal action may follow.

### **General conduct**

All employees are required:

- to conduct themselves at all times in a cordial, respectful and courteous manner, even in difficult circumstances. This applies to all relationships at work, and therefore includes all work colleagues, customers, suppliers, complainants, etc.
- to devote their whole time, attention and abilities to their duties whilst at work
- to take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work, and to co-operate with the Company, or any other person, in ensuring that requirements or duties imposed by the relevant statutory provisions governing Health and Safety at Work are complied with.
- not at any time during their employment to engage or become interested in any trade, business or occupation which in any way conflicts with the Company's interest and activities.
- not to make or keep any record of the Company's business or finances, or any associated Company's business or finances for the use of themselves or any other person except as may be necessary for the proper performance of their duties.



**Pest & Knotweed Solutions**

- not to divulge or disclose to any unauthorised person(s) (person shall include firm or company) or make use of, for their own, or any other person's benefit, either during or after their employment with the Company any trade secrets or matters of a confidential nature, including, for example, financial details of the Company's performance, associated management/financial accounts, research and development activities, details of contract prices/terms and customers/clients details.
- upon the termination of their employment to immediately return any correspondence and other documents, specifications, papers (in electronic or paper form) and property belonging to the Company or any other associated Company which may have been prepared by them or have come into their possession or control in the course of their employment and shall not retain any copies.
- within 12 months after the termination (however arising) of their employment under this contract, whether as principal, servant or agent, not to directly or indirectly solicit, interfere with or endeavour to entice away from the Company or transact any business of a type carried on by the Company with any person, firm, corporation or organisation which within 24 months immediately preceding the termination of their employment shall have been a client of, or in the habit of dealing with the Company, or endeavour to prevent any such person, firm, corporation or organisation from continuing so to deal.
- whether as principal, servant or agent not to directly or indirectly solicit or endeavour to entice away from the Company any person who at the time of termination is an employee of the Company.



**Pest & Knotweed Solutions**

### **Adherence to Policy**

In addition to the examples given above, the Company's Disciplinary Policy also provides further examples of specific conduct which may result in disciplinary action – Please see Employee Contract for further clarification.

Employees are also reminded of the following policies which also, by their nature, infer certain standards of conduct and attitude which must be adhered to:

- Recruitment
- Dignity at Work
- Equal Opportunities
- Solicitations and Gifts
- Substance Abuse

The above list is not exhaustive and may be amended or added to at any time.

### **Dress Code and Appearance**

The way in which we dress and our general appearance reflects not only our personal image and standards but inevitably reflect also upon the image that people have of the Company and of the products/services we provide.

Extreme styles or fashions that inappropriately call attention to the wearer and detract from a sensible, professional, business-like image are totally undesirable and may result in a reasonable request for moderation.

#### **a) Uniforms**

Uniforms, where they are provided, are the responsibility of the employee, who should ensure that they are kept clean and tidy at all times. Failure to meet minimum standards may result in disciplinary action. Uniforms must be returned upon termination of employment.

#### **b) Cosmetics/Jewellery**

Employees are required to exercise moderation in the wearing of cosmetics and jewellery.





**Pest & Knotweed Solutions**

## **Equal Opportunities**

### **Equality of opportunity: -**

- extends to all matters relating to employment, including recruitment, performance appraisal reviews, training needs assessment, assessment for promotion, disciplinary action, pay reviews, terms and conditions, grievances, etc.
- covers all employees, or potential employees, and embraces the principle that all people shall be treated equally, regardless of their gender, ethnic origin, nationality, colour, religion, marital status, sexual orientation, religion or belief, disability, or offending background unless unequal, or different treatment can be shown to be justified and is appropriate.

**As a matter of principle, equality in opportunity and treatment applies equally to Suppliers, Customers and others directly associated with the conduct of business.**

It is the company's clear objective and policy to embrace all of the principles of "equality of opportunity" described above. All employees are required to operate within the framework of this policy, and any conduct which is seen to be contrary to its aims will be investigated, and disciplinary action, which could include dismissal, may be taken. The Managing Director has overall responsibility for implementation, review, monitoring, and ensuring corrective action where necessary.

## **Flexible Working**

The Company recognises the benefits which accrue from having employment policies which support the obligations inherent in raising a family, and **will meet its Statutory obligations** in full. In addition to providing Statutory Leave and Pay the Company will consider requests from eligible employees to vary their working hours (also known as flexible working) in order to care for a child, or children.



## **Pest & Knotweed Solutions**

### **Eligibility**

In order to be eligible for consideration for flexible working, an individual must:

- be an employee
- have a child under six, or under 18 in the case of a disabled child entitled to a disability living allowance
- have worked for the Company continuously for a period of at least 26 weeks at the date the application for flexible working is made
- make the application no later than two weeks before the child's sixth birthday or 18<sup>th</sup> birthday in the case of a disabled child
- have or expect to have responsibility for the child's upbringing
- not be an agency worker
- not have made another application to work flexibly during the past 12 months
- be either the mother, father, adopter, guardian or foster parent of the child or their spouse or partner

### **Scope of the request**

Eligible employees may request:-

- a change to the hours they work
- a change to the times when they are required to work
- to work from Home

This new right, which was introduced in April 2003, will enable both mothers and fathers to request to work flexibly. It will not provide an automatic right to work flexibly as there may be circumstances when the Company is unable to agree to the employee's request.

The process for considering a request for an alteration to working hours/arrangements follows the guidelines which have been laid down as part of the implementation process advised by the Government.

Ways in which a flexible pattern of working may be accomplished include: annualised hours; compressed hours; flexitime; home working; job sharing; shift working and staggered hours.

In summary, the procedure will be as follows:



**Pest & Knotweed Solutions**

### **Stage 1**

The initial onus will be on the employee to make a considered application in writing. Employees will be able to make only one application a year under the right, and an accepted application will mean a **permanent** change to the employee's own terms and conditions of employment. It will be important therefore that, before making an application, employees give careful consideration to which working pattern will help them best care for their child; any financial implications it might have on them in cases where the desired working pattern will involve a drop in salary; and any effects it will have on the Company's business and how these might be accommodated. A form has been designed which will be helpful in putting this information together, and is available from Supervisors/Managers.

### **Stage 2**

Within **28 days** the Company will arrange to meet with the employee. This meeting will provide the Company and the employee with the opportunity to explore the desired work pattern in depth, and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns should there be problems in accommodating the desired work pattern outlined in the employee's application. The employee will, if they so wish, be able to bring a companion (fellow employee, who may also be a Trade Union representative) to the meeting. A meeting does not have to be held if the Company agrees to the employee's application and it notifies the employee of this within the 28 day period. The notice should state the variation and the date it will be effective from.

### **Stage 3**

Within **14 days** after the date of the meeting the Company will write to the employee to either agree to a new work pattern and a start date; or to provide a clear business ground(s) as to why the application cannot be accepted and the reasons why the ground(s) applies in the circumstances. The procedure will also provide for occasions when the Company will want to take further action before notifying the employee with their final decision.



**Pest & Knotweed Solutions**

#### **Stage 4**

The procedure provides an employee with the right to appeal the Company's decision within 14 days of it being notified to them. The appeal process is designed to be in keeping with the overall aim of encouraging both parties to reach a satisfactory outcome. Where possible, the appeal meeting will be heard by the next level up to the one that made the initial decision, although this may not always be possible, and is not a requirement of the legislation. An appeal meeting does not need to be held if the Company decides to accept the change in working pattern and within 14 days of receiving the employee's appeal notice notifies them of the acceptance.

The new law providing parents of young or disabled children with the right to request a flexible working pattern will be in addition to, and will apply completely independently from, other legislation such as sex, disability, or race legislation.

#### **Business Grounds for rejecting an Application.**

These may include:

- burden of additional costs
- detrimental effect on ability to meet customer demand
- inability to reorganise work among existing employees
- inability to recruit additional employees
- detrimental impact on performance
- insufficiency of work during the periods the employee proposes to work
- planned structural changes

Once a change in working pattern has been agreed, the Company is under no obligation to reverse it back to the original work pattern in the future. Only one request is permitted per year.



**Pest & Knotweed Solutions**

## **Health and Safety Policy Statement**

The Company will maintain a health and safety policy statement which will be reviewed annually or when circumstances change. All employees will be made aware of the contents of this policy upon taking up employment and further explanation and training will be given as appropriate. There will be consultation with all employees with regard to any amendment or variation of all or any part of the policy.

## **Vehicle Safety Arrangements**

Employees must ensure that their vehicle remains in a safe and road worthy condition and servicing schedules, as recommended by the manufacturer are adhered to.

Employees will at all times drive courteously and in a non-aggressive manner.

Employees will always plan their journeys to ensure that sufficient time is allowed for the journey taking into account prevailing weather and road conditions.

## **Induction**

It is considered essential that employees receive a comprehensive and organised introduction to their new place of work.

This belief stems, particularly, from an appreciation of the problems that can arise (such as accidents, mistakes, absenteeism, high labour turnover, etc) if employees are not fully acquainted with their work situation, their colleagues, important rules and so on, and the benefits that can be obtained through adequate preparation and instruction (such as improved satisfaction, motivation and performance).

All new employees will, therefore, receive, over a period of time, an organised introduction to their job, and their new environment.



**Pest & Knotweed Solutions**

## **Job Security**

The Company recognises the importance of its employees and will make every effort to protect the security of all employment. The Company is, however, required to conduct its business efficiently and economically, at all times and it follows therefore that if, over a sustained period, the activity of the Company is below that for which it is staffed, then this will, of course be a matter of concern.

Should such a situation arise then the utmost priority will be given to identifying the ways and means by which the balance can be restored. If this proves ultimately not to be possible then redundancy may have to be implemented as a last resort.

It must be emphasised however that a redundancy programme will only be implemented after alternative solutions have been explored.

Any redundancy situation will be handled in accordance with the Company's redundancy policy.

## **Overtime**

All permanent employees are expected to demonstrate a willingness to work overtime as required by the operational needs of the business. Overtime working is generally the exception rather than the rule, and will usually be required to cover a peak or unexpected workload, or unexpected staff shortages.

In general, management positions do not qualify for overtime payment.

Employees who may be compensated for overtime will either be granted equivalent time off in lieu, by being paid at plain time rates or by being paid at premium rates.

## **Probationary Period**

In most instances, the most contact employees will have had with the Company, prior to entering into employment, will have been the relatively short time spent at interview, meeting other employees informally, etc. It is inevitable therefore that both parties to the Agreement (employees and the Company) spend the first **3 months** "getting acquainted"..



**Pest & Knotweed Solutions**

## **Public Duties**

The Company recognises that certain of its **employees** may, at some time, require time off from work to perform specified duties relating to e.g.:

- Justice of the Peace
- Members of a Local Authority
- Members of a Police Authority
- Member of any Statutory Tribunal
- Members of a Health Authority or a special Health Authority or a Primary Care Trust
- Member of the Managing or Governing Body of an educational establishment maintained by a Local Education Authority or a further or higher education corporation
- Members of the General Teaching Councils for England and Wales
- Members of the Environment Agency, including a Member of the National Rivers Authority or the Broads Authority, or a Member of a Water and Sewerage Authority
- Members of the Boards of Prison visitors
- Members of the service authority for the National Criminal Intelligence Service or the service authority for the National Crime Squad

The **duties** for which time off may be granted will generally relate to:-

- 1) Attendance at meetings of the body or any of its Committees or sub-committees.
- 2) Performance of duties approved by the body which need to be done in discharging its functions or those of its committees or sub-committees.



### **Pest & Knotweed Solutions**

The amount of time which an employee shall be permitted to take off to perform these public duties, and the occasions on which, and any conditions subject to which time off may be granted, are those that are reasonable in all the circumstances, having regard, in particular to the following:-

- a) How much time off is required in general to perform the particular public duty, and how much time off is required on the particular occasion in question.
- b) How much time off the employee has already been permitted for this purpose.
- c) The circumstances of the Company and the effect of the employee's absence upon it.

It must be stressed, and employees must accept, that the operation of the employment contract, and fulfilling all duties and obligations arising from it, is the employee's overriding obligation. If, in the opinion of the Company, this primary obligation is being compromised by continuing and regular involvement in a public duty, then the employee must expect that time off, during normal working hours is a privilege which may have to be withdrawn.

The absence from the Company will be unpaid, unless, with the prior agreement of the immediate Supervisor/Manager, such absence is to be deducted against accrued holiday leave, or time off in lieu of overtime.

All requests for leave of absence for public duties must be made to the employee's immediate Supervisor/Manager in writing at least 14 days in advance of the absence. The Company may request evidence of the employee's membership of the relevant body and where reasonable may request evidence of the employee's meetings/appointments.

### **Jury Service**

Although there is no overriding statutory provision for employees to be granted time off to attend to Jury service, when selected, the Juries Act 1974 obliges a person who has been summoned for jury service to perform that service unless he is one of the excused categories or has been excused by the Court. The Company will pay the employee's normal wages/salary whilst on Jury service (on the same basis as annual leave), although deductions will be made for the amount which is normally reclaimable for loss of earnings, from the Court.





**Pest & Knotweed Solutions**

## **Recruitment**

The Company will recruit for employment only those individuals who can show the requisite level of education, qualifications, experience and aptitude, appropriate to the work they are required to undertake, and will not discriminate, unlawfully, in the provision of employment opportunities.

The recruitment process inevitably involves the collection of personal information (and sensitive data) which is subject to the standards imposed under Data Protection legislation and Codes of Practice. The Company commits to protect and keep secure all personal data, to process it in accordance with the Regulations, and to allow subject access when requested.

This recruitment procedure must be followed at all times, and applies to everyone employed, **without exception**. Conduct which is contrary to the spirit, intentions and purpose of this Policy will be subject to disciplinary action, which could lead to dismissal.

## **Sick Pay**

The Company will make payments to employees who are legitimately absent from work through illness or injury.

These payments will be made according to:

### **The provisions of the Statutory Sick Pay Scheme (SSP)**

All permanent employees are eligible to receive payments for sick leave according to the detailed provisions of the above scheme.

The following rules are of particular note:

- 1) All payments under the SSP Pay Scheme will be at the Company's discretion.
- 2) Under no circumstances will SSP Sick Pay be paid to an employee whose absence can be proven to have originated from employment with another employer.



### **Pest & Knotweed Solutions**

- 3) If any sickness or injury is incurred as a result of participation in either a dangerous sporting activity (e.g., skiing, motor sports, mountaineering, horse riding, etc) or in a sporting event of any kind, the Company may withhold payment.
- 4) Any decisions taken to withhold the payment of Statutory Sick Pay, will be made in relation to the legitimacy of the absence, the provision of appropriate evidence as required, and the compliance with the rules regarding completion of documentation and notification.

## **Smoking at Work**

Smoking is both an acknowledged health hazard and a potential fire hazard.

In order to safeguard the health and well-being of employees, visitors and customers, smoking **is not** permitted anywhere on Company premises or in the company's vehicles. Staff are also advised to adhere to clients smoking prohibitions when working on their sites.

Contravention of this rule by employees will result in automatic disciplinary action which may, ultimately, result in dismissal.

## **Solicitations and Gifts**

This Policy has been prepared in order to ensure that all employees understand their personal duty and obligations in ensuring that neither they, nor the Company, may legitimately face charges or allegations of malpractice or corruption in their business dealings.

Such safeguards may only be realised when employees conduct themselves, at all times, in an open, honest, and objective manner.

Any failure to observe any aspect of this written Policy may lead to disciplinary action which could also lead to dismissal.



**Pest & Knotweed Solutions**

## **Solicitations**

A solicitation is defined as any deliberate act which is committed against any customer, supplier, or other stakeholder in the business with the intent of obtaining money, gift(s), favourable terms, priority or any benefit, in return for or in relation to, any goods or services provided by the Company in the course of its business, and such actions are substantially related to a self-interest. Any employee who breaches this fundamental principle will be subject to disciplinary action which will, almost certainly, lead to summary dismissal (dismissal without notice).

## **Business Gifts**

### **Giving**

The Company will on occasion promote its activities, products and services with branded stationary and similar items which may be given freely and openly. Such items, may include pens, mousemats, calculators, desk clocks, paper weights, document wallets etc will normally have no greater value than £20 per item.

No employee is entitled or expected to offer a gift (outside of the described range and value, including "hospitality" or "entertainment") unless the activity is a legitimate and open accompaniment to business discussions, meetings, negotiations etc (e.g. entertaining at a breakfast meeting, lunch, dinner etc) without the express permission of the Managing Director.

If any employee is in doubt as to whether any planned expenditure of this type needs to be declared and discussed, then they should declare it.

### **Receiving**

#### **Gifts - general**

The receipt of gifts or substantial favours by employees from, for example, suppliers can give rise to embarrassing situations and may be seen as an improper inducement to give some concession in return to the donor. Any offer of gifts or favours of unusual size or questionable purpose should be reported immediately to the employee's Supervisor/Manager. Any offer of a gift of cash or credit must be rejected and reported to the employee's Supervisor/Manager without delay.



## **Pest & Knotweed Solutions**

No gift may be accepted unless it is nothing more than a simple calendar, diary, blotter, or other item of office equipment, generally having a nominal value of no more than £20 and then only if it bears the giving Company's logo or insignia upon it, such that it may reasonably be described as advertising material. However, employees are reminded that since gifts are given only to a limited number of people, they should be distributed to other employees where possible.

Where a gift is offered outside of the parameters described, and in circumstances where refusal might immediately offend, then the gift will be accepted on behalf of the Company, but then immediately declared to the receiving employee's Supervisor/Manager. A decision will then be taken as to the proper disposal of the gift.

In general terms, and particularly for items of value greater than £20, it will be normal for the gift to be retained by the Company.

In exceptional cases, for example when the Company decides that the gift was made as a token of the donor's gratitude for a service carried out to a very high standard, the recipient may be allowed to retain the gift.

## **Gifts – Christmas**

The Company accepts that at Christmas the nature of business gifts may change to items which are more "festive", such as wine, food hampers, etc. It is the policy of the Company that modest gifts of this nature may be accepted, on behalf of the Company, but must be declared, formally. Their disposal will be determined (but not kept by) by the Supervisor/Manager to whom they were declared, and unless the item is of quite low value, and not capable of being "shared", the gift will be disposed of in an equitable and fair manner. The Supervisor/Manager will ensure that an appropriate "letter of thanks" is sent to the giver.

## **Gifts – Hospitality**

Modest hospitality is an accepted and acceptable courtesy of a business relationship, particularly where, for example it is no more than being entertained in a modest restaurant for lunch or dinner, for example. However the recipient should not allow a situation to arise or develop whereby he/she might be thought by others to have been influenced in making a business decision as a consequence of accepting such hospitality, and Company policy therefore requires that all invitations to attend functions, (such as sporting events, concerts etc.) as the non-paying guest of a particular supplier, organisation etc, should be declared to the employee's Supervisor/Manager and approval sought to attend.



## **Pest & Knotweed Solutions**

If in the opinion of the Supervisor/Manager the value/importance of the gift is such that either the Company or the individual might be unacceptably compromised it will be declined. It may also be appropriate for the Company to accept the offer of hospitality, but suggest to the offeror an alternative guest, who is equal in terms of seniority, but may not have the same day to day dealings. In this way the benefit of such hospitality may be more beneficially dispersed, and with considerably less of a potential threat that a single relationship is, over time, being compromised.

## **Monitoring**

This Policy will be reviewed on a regular basis, and not less than every two years.

The Managing Director will monitor the effectiveness of this Policy, and all declarations must be submitted to him for review.

When it is not easy to decide between what is and what is not acceptable in terms of gifts or hospitality, then it should be declined or advice sought from the individual's immediate Supervisor/Manager. Individual employees of the Company are reminded that, aside from the spirit of this Code, it is a criminal offence for a person corruptly to accept, or to attempt to obtain, any gift or inducement or reward for doing or forbearing to do any act in relation to the Company's business.

## **Special Leave**

Employees may be permitted to take a reasonable amount of time off, during working hours in order to take action which is necessary:

- a) to provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
- b) to make arrangements for the provision of care for a dependant who is ill or injured;
- c) in consequence of the death of a dependant;
- d) because of the unexpected disruption or termination of arrangements for the care of a dependant; or
- e) to deal with an incident which involves the employee's child which occurs unexpectedly in a period during which an educational establishment which the child attends is responsible for him.

Employees are required to inform the Company as soon as is reasonably practicable of the reason for absence, and where possible, how long the absence is likely to be for.



**Pest & Knotweed Solutions**

## **Substance Abuse**

The Company recognises its duty and obligations to take reasonable steps to ensure that employees are not under the influence of alcohol, drugs, or any other “substance” which may pose a risk to their health and safety, or the health and safety of others, or damage property, or damage the integrity and reputation of the Company in the eyes of stakeholders, e.g. employees, customers, suppliers, outside bodies etc.

Although each case is to be judged according to its own circumstances, and dismissal from employment could be the outcome for improper substance use (even for a first offence and where the outcomes may have been particularly serious), most cases will be handled, in the first instance, via a combination of disciplinary and health-related measures.

Repeated offences however will be the subject of further disciplinary action which may lead to dismissal.

### **Important Rules relating to Substance Abuse**

#### **Consumption of alcohol on Company Premises**

The consumption of alcohol on Company premises (at all times, including unpaid breaks) is generally prohibited, and failure to observe this clear and precise rule will result in disciplinary action which may lead to dismissal, even for a first offence. On an exception basis, the Company may lift this restriction (e.g. the marking of a special occasion, or in the event of a Christmas party) and employees will be so informed. There is no “presumed” lifting of this general ban, and drinking alcohol on Company premises is only acceptable when specific, written approval has been granted beforehand.

#### **Use of Illegal drugs or other inappropriate substances on Company Premises**

Any example of the use of illegal drugs (or some other inappropriate substance, e.g. solvents) will result in disciplinary action which may lead to dismissal, even for a first offence. Clearly the use of illegal drugs is breaking the law, and action must be taken. In other cases, the situation may be less clear, e.g. the reclassification of cannabis as a class C drug. Where substances are not illegal, but nevertheless there is evidence that use of the substance (solvents etc) has had an adverse effect, or could have an adverse effect, (such as impaired judgement) then disciplinary action will be taken.



**Pest & Knotweed Solutions**

### **Arriving at work under the influence of alcohol, illegal drugs or other inappropriate substances**

The sanctions described above (i.e. the taking of disciplinary action) will apply to any situation where the use, misuse of drugs, substances or alcohol occurred outside Company premises, and in the employee's own time, but nevertheless the effects remain apparent upon reporting for duty.

### **Trade Union Membership**

The Company does not recognise any Trade Union for the purposes of collective bargaining.

### **Use of e mails and the Internet**

Employees are encouraged to make the best use of e mail and the Internet at work as a fast and reliable method of communication with significant advantages for business. Employees, however, need to be careful not to expose both themselves and the Company to certain risks and offences that the misuse of these facilities can cause.

#### **Use of external and internal e mail:**

- Employees must word all e mails appropriately, and in the same professional manner as if they were composing a letter.
- The content of any e mail message sent must be neither defamatory, abusive nor illegal and must accord with the Company's Equal Opportunities Policy. Sending and receiving of obscene or pornographic material is not only considered to be gross misconduct, but may also constitute a criminal offence.
- Employees must be extremely careful of what is said in e mail messages as the content could give rise to both personal liability or create liability for the Company. Employees must also avoid entering into commitments of themselves or on behalf of the Company over the Internet without having received prior and express authorisation to do so, or unless this forms part of their day to day activities and has been so authorised by the Company.



## **Pest & Knotweed Solutions**

- The Company reserves the right to monitor the content of e mails sent and received and may undertake monitoring of both the content and extent of use of e mails. Employees wishing to send confidential, non-work-related e mails should do so on their own equipment, in their own time, at their own home and should tell personal e mail contacts never to send personal e mails to them at work.
- Employees must not send any confidential or sensitive information over the e mail.
- Employees should at all times remember that e mail messages may have to be disclosed as evidence at any court proceedings or investigations by regulatory bodies and therefore may be prejudicial to both their or the Company's interests. Employees should consider that hard copies of e mails may be taken and back up discs may retain records of e mails even when they have been deleted from the system.
- Disciplinary action shall be taken against any employee who is found to be in breach of these guidelines and depending upon the circumstances and seriousness of the breach, this may result in dismissal.

## **Use of the Internet:**

- Employees must not use the Internet to gain unauthorised access or attempt to gain unauthorised access to computer material or private databases.
- Employees must not use the Internet for personal purposes whether during working hours or otherwise.
- Internet access may be monitored by the Company and the Company will undertake an audit of Internet usage from time to time. Should any breach of these Internet guidelines be discovered, then employees may, in addition to having Internet access withdrawn, be the subject of disciplinary action which, in the case of a serious breach, may result in dismissal.
- Employees may not subscribe to any news list or groups or commit themselves to receiving information from any group or body without first informing their Supervisor or Manager. Employees are requested not to view sites which require the downloading of software from the Internet, even where this would be free of charge, without prior approval. Employees should be at all times vigilant about the prospect of accidentally importing a virus into the Company's computer network.
- Employees must not attempt to download or retrieve illegal, pornographic, sexist, racist, offensive or unlawful material. Attempts to access such material will constitute a disciplinary offence, and, in addition to having Internet access withdrawn, may be the subject of disciplinary action which may result in dismissal.





## **Pest & Knotweed Solutions**

- Information on the Internet may not have been placed there with the owner's permission. Therefore employees must obtain the permission of the copyright owner before transmitting, copying, or downloading such information. Where the copyright owner's consent has clearly been given, employees must comply with any terms and conditions stipulated covering the downloading of such information.
- Information may contain viruses and therefore material should not be downloaded from the Internet without permission. The downloading of information for personal purposes is not permitted.

**All employees are reminded that the use of another person's PC, in an attempt to bypass these internal rules of conduct, is a disciplinary offence in itself.**

## **Use of Telephones**

The Company's telephones, mail, faxes, scanning and photocopying facilities are provided for business purposes only. personal usage may lead to disciplinary action which could lead to dismissal.

## **Whistleblowing**

The Company takes allegations of wrongdoing, or malpractice (in any form) very seriously and therefore seeks to ensure that employees, acting in good faith, who genuinely believe that wrongdoing is evident, are able to disclose the information without fear of detriment or victimisation, and in confidence. All employees are encouraged to be open about their concerns, and to express them at the earliest opportunity.

### **1. General Disclosure**

No employee acting in good faith will suffer any detriment as a result of making a general disclosure about something of real concern to them.

### **2. The Public Interest Disclosure Act 1998 – the meaning of qualifying and protected disclosures**

The Public Interest Disclosure Act 1998 (The "Act") deals with the protection of employees who make a disclosure about a wrongdoing which they believe needs to be rectified. Such actions are usually referred to as "Whistleblowing". The Act first of all deals with defining a disclosure which qualifies for protection, and then goes on to deal with the conditions which



## **Pest & Knotweed Solutions**

must be in place for the employee to have protection from either unfair dismissal or being made to suffer a detriment as a result of the disclosure, or “Whistleblowing”.

Qualifying disclosures are disclosures of information which the worker reasonably believes (see note below) tend to show one or more of the following matters is either happening now, took place in the past, or is likely to happen in the future:

- a criminal offence
- failure to comply with legal obligations
- a miscarriage of justice
- a danger to the health & safety of individuals
- damage to the environment
- deliberate concealment of any of these matters

### **Note**

It is important that the employee must have reasonable grounds for believing that some form of wrongdoing is evident, and therefore disclosing such allegations. The company reserves the right to impose penalties (up to and including dismissal) through the Disciplinary Policy for any malicious or false allegations made with the intent of causing harm or disrepute to the company, its employees or associates.

### **Circumstances in which disclosures are “protected”:**

There are six ways contemplated by the Act for making a protected disclosure:

1. To the employer, or in cases where the information relates to the conduct of another person, or to matters for which a person other than the employer has legal responsibility, that other person
2. To a legal adviser in the course of seeking legal advice
3. To a Minister of the Crown (in circumstances described in the Act)
4. To a person prescribed by order made by the Secretary of State for the purposes of receiving qualifying information
5. To other persons, provided that certain stringent conditions are met (such as making the disclosure in good faith, having reasonable belief that the allegations are substantially true, and not acting for personal gain). In addition, one or more of the following conditions must be met:



**Pest & Knotweed Solutions**

- The worker reasonably believed that he would be subjected to a detriment by his employer if disclosure were to be made to the employer, or to a prescribed person
  - In the absence of an appropriate prescribed person, the worker reasonably believed that disclosure to the employer would result in the destruction or concealment of information about the wrongdoing
  - The worker had previously disclosed substantially the same information to his employer or to a prescribed person
6. To other persons, but only in respect of “exceptionally serious failures”, and provided that the first conditions described in 5, (e.g. in good faith etc.) are evident.



## **Pest & Knotweed Solutions**

The company requires that unless circumstances dictate that it would be unreasonable to do so, all disclosures are made internally, in the first instance. The disclosure may be made orally, or in writing, and should be made either to the employee's Manager, or Supervisor. When making a disclosure it is important that as much information as possible is given so that the reasons for concern are apparent, and that further investigation may be made.

- All disclosures will be treated in the strictest confidence
- Anonymous disclosures will be disregarded
- No employee acting in good faith will suffer any detriment as a result of making a general disclosure about something of real concern to them.

The person to whom the disclosure is made must take reasonable steps to: -

- establish that the disclosure is made in good faith
- investigate the details of the allegations to establish whether or not they are substantially true
- if necessary and appropriate, refer the matter to the relevant authority, e.g. the Police, external auditors, Health & Safety Executive
- report back to the person who made the initial allegation so that they are aware of the action being taken
- inform the reporter of the outcome of the investigation



**Pest & Knotweed Solutions**

## **Working Parents**

The Company recognises the benefits which accrue from having employment policies which support the obligations inherent in raising a family, and **will meet its Statutory obligations** in full in respect of the following:-

<b>Leave</b>		<b>Pay</b>	
<b>Maternity Leave</b>	26 Weeks Ordinary 26 Weeks Additional	Statutory Maternity Pay (SMP)	26 Weeks
<b>Adoption Leave</b>	As above	Statutory Adoption Pay (SAP)	26 Weeks
<b>Paternity Leave</b>	2 Weeks	Statutory Paternity Pay (SPP)	2 Weeks
<b>Parental Leave</b>	Up to 13 weeks for each child (18 if child is entitled to a disability living allowance)	Unpaid	

There are eligibility rules in respect of every entitlement. Please refer to your Supervisor/Manager for more information if required.