



QUALITY CARE CLEANING LTD
COMMERCIAL CLEANING SERVICES

STAFF HANDBOOK



Copley Hill Business Park, Cambridge Road, Babraham, Cambridge CB22 3GN

Tel: 01223 833300 Fax 01223 837362

www.qualitycarecleaning.co.uk

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Welcome to Quality Care Cleaning Limited.

The aim of this handbook is to provide you with all the necessary information regarding your work for Quality Care Cleaning Ltd.

The content of this handbook is supplementary to your terms and conditions of employment. It does not form part of your contract and as such can be amended as and when required.

A. OUR AIM

To strengthen our position as a provider of high quality cleaning services with an excellent reputation and image in Cambridgeshire and the surrounding area.

OUR VALUES: HIGH STANDARDS
 SAFE WORKING
 CUSTOMER SERVICE
 TEAMWORK

THIS MEANS:

- We train you to clean effectively & efficiently
- We make sure you are aware of your own and our health and safety responsibilities
- We expect you to meet, and sometimes exceed, our customers' expectations
- We work as a team
- We encourage you to contribute ideas and suggestions about your job
- We want you to be proud of working for Quality Care Cleaning

In order to achieve our aim and work to our values we need your help. The success of any organisation depends on its employees and so we look to you to play your part as we shall play ours.

WHAT YOU CAN EXPECT FROM YOUR MANAGER

Your manager is your first port of call if you have any questions or concerns about your job. In addition, they should provide the following:

- A full induction so you are clear about how to do your job
- On-going support and guidance
- Regular feedback on your performance.
- Information about any changes to your job and/or the company

We welcome your feedback – if you have any ideas or suggestions regarding your job role or more generally, do not hesitate to contact your manager or telephone the office.

B. CODE OF CONDUCT

1) WHAT IS THE CODE OF CONDUCT?

The code of conduct outlines what Quality Care Cleaning Ltd expects of you in your daily work and your dealings with your colleagues, clients and members of the public to maintain the mutual trust and confidence that exists between an employer and the employee. It is not a contractual document and can be amended at any time.

We want you to maintain our high standards of service, teamwork, safe working, customer service and positive reputation with our clients and members of the public. This document tells you how you play your part in that and our expectations of you.

In all aspects of your employment, Quality Care Cleaning is committed to treating you fairly and with dignity and respect at all times; in line with our equalities and diversity policy.

If you breach the expectations set out in this code of conduct it could result in disciplinary action being taken against you.

If you have any questions or queries regarding how this code of conduct relates to you in your job role, please contact the Human Resources department or a Senior Manager.

2) WHO DOES IT APPLY TO?

This code of conduct applies to all employees, job roles and locations of work regardless of the type of contract you have, or the number of hours you work.

3) OUR CORE STANDARDS

Our core values are; high standards, team work, customer service and safe working. As an employee of Quality Care Cleaning Limited you are expected to positively contribute to these values at all times when you are representing the Company.

Should you choose to either deliberately work against these core values or engage in activities which could be implied to go against these values, the Company may view this as misconduct and disciplinary action may follow.

4) WHAT DOES QUALITY CARE CLEANING LTD EXPECT OF YOU?

Under this code of conduct, and implied through your contract of employment, you are required to:

i. Provide a personal service

- You are expected to be ready and willing to work your scheduled shifts and any overtime you have agreed.
- You are not permitted to delegate your shift to anyone else or make your own arrangements for your shift to be covered.
- You are not permitted to assign any of your duties to another person, without authorisation.
- We require a reasonable amount of flexibility regarding your working hours to support absence and new business requirements where necessary.

If you are unable to provide this personal service due to sickness you must call (NOT text or email) your line manager as soon as you know you cannot work your shift or fulfil agreed overtime.

ii. Carry out all reasonable working requests

- You are expected you carry out all reasonable and lawful working requests by your line manager, client and senior management team.

If you feel you have been asked to carry out an unreasonable request you should discuss this with your line manager, member of the Senior Management team or Human Resources as appropriate.

iii. Exercise reasonable due care and skill

- You are expected to exercise reasonable due care and skill in the performance of your working duties to ensure the consistent high standards of work expected.
- You are expected to exercise reasonable care and skills when using any of the Company's or clients' equipment.

iv. Clock in and out of your shift

- Where there is a clocking in system in place on site, or a register for clocking in and out, you are expected to use these systems to clock in and out for each shift and each work site if you work on multiple sites without exception.
- The time you clock in is the time you start your duties not the time you arrive on site or time you start to get changed into uniform.
- Failure to follow procedure regarding clocking in and out of shift is considered a breach of the honesty & mutual trust and confidence terms implied by your contract of employment and may result in disciplinary action being taken which can include summary dismissal if there is reasonable belief you have misused the system for personal gain.
- You are not permitted to clock in early or later than the time agreed on your statement of employment. If you arrive early, you cannot start your shift until the agreed time, unless by prior agreement.

v. Uniform standards

In keeping with our core value of high standards, you will be expected to positively contribute to Quality Care Cleaning's professional image by:

- Wearing uniform appropriate for your role when you begin your scheduled shift.

- Ensuring uniform is clean, washed, ironed and in good condition i.e. not faded, stained or ripped.

- Adhering to high standards of personal hygiene and grooming.

In addition to your uniform, you are required to wear all personal protective equipment (PPE) when supplied and instructed.

Full details regarding required uniform standards are included in the Staff Handbook.

vi. Behaviour on client sites

- To avoid discussions or banter with clients or their employees which could be considered discriminatory or offensive to others.
- Behave honestly and with integrity towards the client at all times.
- Be polite and courteous at all times and exercise a good level of customer service.
- If you are entitled to take a break during your shift it must be taken at a time and place agreed in advance with your line manager.
- Smoking (including e-cigarettes) on or just outside the client's site, even during your own break, is expressly forbidden at all times.

vii. Using mobile devices

Mobile devices include, but are not limited to; mobile phones, tablets, laptops, portable music players, multi-media playback devices and e-books.

Any working site restrictions imposed by the Client relating to mobile devices, supersede guidelines in this code of conduct and must be adhered to. This including requests to turn off devices.

Usage of mobile devices belonging to the Company

If the Company issues an employee with a mobile device for business use:

- You must ensure Company work phone is switched on and charged at all times during your agreed hours of work and reasonable times outside of your working hours.
- You must ensure the mobile device, and any accessories issued with it, are kept in good condition to prevent damage and reduced performance.
- Employees must receive written consent from the Managing Director to use a Company issued mobile device for personal use.
- Employees must receive written permission before installing, downloading or running any additional hardware or software on the Company issued mobile device. This includes, but is not limited to; apps, games, social media related software, e-books, downloading or transferring music or video media.
- The Mobile device must not be used to access, download or transfer any material deemed to be discriminatory, pornographic or offensive.
- You are permitted to keep your personal mobile phone on you but guidelines for the use of personal mobile devices must be adhered to.

Personal mobile devices

- You are permitted to keep your mobile phone on you while you are working but you should not be using your mobile phone to make outgoing calls to compose or send text messages, except in cases of emergency.
- Usage of any camera or video recording functions is explicitly forbidden to be used at any time while on the client's premises - this includes any break time.
- We recognise that occasionally you may need to make an outgoing personal call during your shift. Should the need arise, you must first ask permission from your line manager.

viii. Lone worker

We recognise that lone workers have a higher level of working risk by the nature of them working alone. With this in mind, lone workers are permitted to keep their ring tone at an audible level and answer incoming calls as long as they do not engage in conversation with non-work related calls.

Lone workers are also permitted to make outgoing calls during their shifts without asking permission. However, these should be made at the end of the shift or during a break where ever possible, except in cases of emergency.

ix. Employee monitoring

Quality Care Cleaning may monitor the usage of its mobile devices and static communication devices. Monitoring may be necessary to detect or investigate unauthorised, inappropriate or excessive personal usage of the telecommunication systems and mobile devices.

x. Conduct outside of work

Although what you do in your free time is your own concern, you should avoid any actions or association with events that may negatively affect the reputation of Quality Care Cleaning.

Any uniform displaying the Quality Care Cleaning name and/ or logo should not be worn to engage in any activity outside of your agreed working shifts with the exception of your regular commute to and from work.

If you are charged, cautioned or convicted with a criminal offence, or implicated in a criminal investigation; you must notify the Managing Director immediately.

xi. Additional working outside of your employment with Quality Care Cleaning Ltd

If you have another job or regular working commitment outside of your normal working hours regardless of whether it is paid or voluntary, you must inform the Company, and ensure that it does not conflict with your job at the Quality Care Cleaning Ltd.

You must not work a total of more than 48 hours per week on average (as stated in the Working Time Regulations) either for Quality Care Cleaning or a combination of working commitments outside of your employment with us. However, you may voluntarily opt-out of the Working Time Regulations and regularly work in excess of 48 hours a week. If you want to work in excess of 48 hours a week you need to contact the Company and request an opt-out form.

xii. Conflict of interest

You are required to show good faith and fidelity to your employer. You should not misuse business client lists, tout for personal business on a client's premises or carry on a business that is in competition with Quality Care Cleaning Ltd.

You are expressly prohibited from receiving any additional payment, secret profit or bribes as a result of working your agreed shifts from either the client, or any other third party.

Should we have reasonable belief you have taken payment or made financial gain from a client or third party, disciplinary action may be taken against you in addition to separate action to recover any gain made.

You should inform your manager immediately if any conflict of interest occurs between your work duties and your personal life.

Examples of where a conflict of interest could arise include:

- Involvement with a business that is competing with the Quality Care Cleaning Ltd for work.
- Relationships of a business or a personal nature with a client or colleague of Quality Care Cleaning.
- Business related questions or requests for confidential information from a competitor.

If you think a conflict of interest has arisen, please inform your manager immediately.

Gifts of a minimal, or token value, such as; non-alcoholic drinks, lunch from canteen or a box of chocolates at seasonal times, should only be accepted if it would cause more offence to the client to refuse and is limited to consumable items. Under no circumstances should you accept cash, vouchers or disused equipment from the client, regardless of the value.

xiii. Driving a company vehicle

Please refer to the current staff handbook for full details of policies relating to driving a Company vehicle.

xiv. Social Media Policy

Please refer to the social media policy in our current staff handbook for guidance on using social media, blogs and picture sharing sites.

xv. Health and Safety

- Please refer to the staff handbook for guidance on health and safety policies and procedures. The main points are summarised below:
- Not to be deliberately negligent through your actions.
- Do not misuse equipment.
- To be aware of, and apply, health and safety policy and best practice at all times.
- Inform your line manager immediately if you feel you have or may have a disability. The Equality Act 2010 defines a person as disabled if they have a physical or mental impairment that has a substantial and long-term adverse effect on a person's ability to carry out normal day-to-day activities.

C. YOUR EMPLOYMENT

1) PROBATIONARY PERIOD

You join us on an initial probationary period, which will be stated on your statement of employment. At the end of this period your manager will review your performance with you and if it is satisfactory your employment will continue. However, if your work performance is not up to the required standard or you are considered to be unsuitable, we may at our discretion or if required by legislation either take remedial action, extend your probationary period or terminate your employment without recourse to the disciplinary procedure. In the event of you failing to improve during any extended probationary period your employment will be terminated without recourse to the disciplinary procedure.

2) EMPLOYEE TRAINING

You will receive training for your specific job at the beginning of your employment. As your employment progresses your skills may be extended to encompass new job activities within the business.

3) PERFORMANCE AND REVIEW

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths and help you overcome any possible weaknesses.

4) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative premises or duties within our business. During holiday periods etc. it may be necessary to you to take over some duties normally performed by colleagues. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential.

5) STANDARDS OF DRESS

As you are liable to come into contact with customers and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Uniforms are provided and these must be worn at all times whilst at work and laundered on a regular basis. Footwear should be appropriate for the job i.e. no flip-flops or sandals

Failure to wear your uniform during your shift may result in your being sent home, resulting in loss of pay and could lead to disciplinary action.

Staff will be permitted to wear shorts to work, providing the following is adhered to;

- Shorts must be minimum of knee length
- Shorts must be navy blue
- Shorts must be tailored and in good presentable condition
- Socks must be worn when wearing shorts
- Shorts may only be worn on sites where it is permitted to do so.

(Should a client request that shorts are not worn; this instruction would supersede Quality Care policy)

- In the interest of health and safety procedures, the wearing of shorts is not permitted in laboratory environments.

6) CUSTOMER SERVICE

When you are working on our clients' premises you are the face of Quality Care Cleaning and you must therefore present yourself in a professional and courteous manner at all times. In addition, whilst on a client's premises you should respond positively to all reasonable requests from them. However, remember you are employed by Quality Care Cleaning and if you have any questions or issues about your employment you should discuss them with your manager or a Director. On **NO ACCOUNT** should you discuss it with the client or any member of their staff.

7) PAY

Payment

- a. Wages are paid weekly in arrears by direct credit transfer into a bank or other acceptable account.
- b. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them e.g. Income Tax, National Insurance etc. Quality Care Cleaning is environmentally conscientious and we are striving to reduce the use of paper where possible. Please provide us with an e-mail address and you will receive your payslip to this address.
- c. Any pay queries which you may have should be raised with your manager or the head office.

Deduction from wages

If, either during or on the termination of your employment, you owe the Company money as a result of any loan, overpayment, default on your part or any other reason whatsoever, the Company shall be entitled to deduct the amount of your indebtedness to it from any payment or final payment of wages which it may be due to make to you. Such deductions may include, but are not limited to:

- An overpayment of, or advancement on, wages, bonus, commission or expenses, whether made by mistake or otherwise.

- Annuals leave taken as at the date of the termination of your employment which is in excess of your accrued entitlement.
- Any losses, insurance excess payments or insurance premium increase sustained by the Company as a result of the loss of, damage to or unauthorized use of any Company property (including Company cars), or that of any client, customer or supplier, which is caused through your carelessness, negligence, wilful default or dishonesty.
- Any loans, including season ticket loans.
- Any fines, charges, penalties or other monies paid or payable by the Company to any third party (for example, speeding fines, parking tickets and congestion charges)
- The market value of any unreturned Company property on termination of your employment.
- Where you leave the Company the balance of any training assistance given.
- The repayment of any contractual or discretionary sick pay where the sickness absence reporting requirements have not been followed or your absence is unauthorized.
- Payment of wages representing the time period for lateness.
- Cost of Security Screening or Disclosure and Barring Service checks if you leave within the first three months of your employment.

Any amount deducted under this clause is a genuine attempt by the Company to assess its loss and is not intended to act as a penalty. If the Company accidentally overpays you in respect of wages, bonus, commission or expenses in a particular pay period, you must act in good faith and immediately notify your line manager. Failure to notify the Company in these circumstances may lead to disciplinary action under the Company's disciplinary procedure.

If on termination of your employment, your final payment of wages is not sufficient to meet your debt due to the Company, you agree that you will repay the outstanding balance to the Company within one calendar month of the date of termination of your employment, such payment to be made as agreed with the Company.

Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them if making enquiries with the Inland Revenue or DSS, or if completing a self-assessment form.

Pension

Automatic enrolment group personal pension scheme: The Company operates a group personal pension scheme and, in compliance with the employer pension duties under the Pensions Act 2008, you will be enrolled as an active member of this scheme (or such other registered pension scheme as may be established by the Company to replace the scheme) from the start of your employment. You will be subject to the rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. The Company reserves the right to vary, amend or withdraw the scheme, or any of its rules or benefits, at any time. Full details of the scheme, including conditions of eligibility and the rates of contributions, can be obtained from the Human Resource Department.

You will pay such contributions to the scheme as may be required by the Company from time to time and the Company will also pay such contributions to the scheme as it may designate from time to time. Any Company and employee contributions paid will be sufficient to maintain the scheme's status as a qualifying scheme for the purposes of the Pensions Act 2008. Your contributions to the scheme will be deducted from your salary and paid into the scheme.

A contracting-out certificate is not in force in respect of your employment.

8) LATENESS/ ABSENTEEISM

- a) You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.
- b) All absences must be notified in accordance with the sickness/ absence reporting procedures laid down in this Employee Handbook.
- c) If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift/day without pay.
- d) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.
- e) The use of text messaging to advise the company of sickness or absence is not permitted.

9) SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time or having to lay you off work without pay other than statutory guarantee pay.

10) STAKEHOLDER PENSIONS

We operate a stakeholder pension scheme which enables you to save for your retirement using your own money, together with tax relief and investment returns. You can build up a pension fund which you may use to buy a pension when you are older or retire.

The scheme is operated separately to any other pension provision and it is at your discretion and risk whether or not you contribute. Details are available separately.

11) OTHER EMPLOYMENT

During your normal hours of work, you may not, without the prior written consent of the Company, devote any time to any business other than the business of the Company or to any public or charitable duty or endeavour.

During the period of your employment you will not, without the prior consent of the Company, undertake any work or other activity which may prejudicially affect your ability properly and efficiently to discharge your duties and responsibilities. The decision as to whether or not an activity would have a prejudicial effect shall be in the absolute discretion of the Company.

12) CHANGES IN PERSONAL DETAILS

Quality Care Cleaning is registered under the Data Protection Act 1998. This law tells us how we are allowed to keep personal information about you as well as how we can use it. The legislation gives you the right to see certain information held about you. Sometimes we would not be able to disclose information if a particular document contains data about someone else.

If you wish to see your personnel record, you should ask your manager in the first instance so arrangements can be made.

You must notify us of any change to your contact details e.g. address, phone number, e-mail address etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

13) DOCTOR / DENTIST APPOINTMENTS ETC.

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible; time off for these purposes may be granted at the discretion of your manager and will normally be without pay.

14) COMMUNICATIONS

We will try to keep you informed about items of interest either verbally or in writing. A staff newsletter may be issued quarterly which provides information relevant to your job and about the Company. If you have items, you would like included you should contact the office.

15) EMPLOYEE'S PROPERTY

We do not accept liability for any loss of, or damage to, property which you bring onto the premises. You are requested not to bring personal items of value onto the premises of the business or our client's premises and, in particular, not to leave any items overnight.

16) TELEPHONE CALLS/MOBILE PHONES

Telephones are essential for our business. Personal telephone calls are allowed only in the case of emergency and with the prior permission of a manager. Personal mobile phones should be switched off during working hours. On no account should staff use phones at clients' premises unless they have been given permission or it is an emergency.

17) DAMAGE TO OR LOSS OF COMPANY PROPERTY

Any damage to stock, vehicles or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.

Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss and could result in disciplinary action.

In the event of an accident whilst driving one of the Company vehicles, you may be required to pay the cost of the insurance excess up to a maximum of £250.00

18) TUPE

TUPE stands for the TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 1981 (TUPE)

If you have transferred to the Company from another employer under TUPE, your terms and conditions of employment are likely to be different from those described in this handbook. In the interests of your safety and the efficient operation of the business you will be expected to comply with all the procedures, rules and regulations contained in this handbook.

19) PROVISION OF WELFARE FACILITIES

Toilet and hand wash facilities will be provided by our clients on each site and you will be advised of these during your initial induction with your supervisor.

D. TERMINATION OF EMPLOYMENT

1) RETIREMENT

The Company does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to voluntarily retire at any time, provided you give the Company the required period of notice of termination of your employment.

2) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express term of your contract of employment.

3) RETURN OF PROPERTY

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

4) RETURN OF VEHICLES

On termination of your employment you must return your company vehicle to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express term of your contract of employment.

5) GARDEN LEAVE

Upon either party giving notice of termination of employment, the Company may, at any time and for any period, require you to cease performing your job and/or prohibit you from entering any of our premises.

During such period of garden leave, we will continue to pay your wage/salary and provide all benefits (or an allowance in lieu thereof) that forms any part of your contract of employment.

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding.

E. POLICIES AND PROCEDURES

1) HEALTH & SAFETY

Health and Safety is one of the Company's most important responsibilities. It is also your responsibility to look after your own Health and Safety and other people who may be affected by what you do.

If you feel there is a Health and Safety issue about anything you have been asked to do, you should bring it to the attention of your manager or a member of the management team.

You should make yourself familiar with our Health and Safety Policy which is in the blue site folder. This is usually kept in the cleaning cupboard. An up to date copy is also available in the staff log in area of our website.

You must not take any action which could threaten the health or safety of yourself, other employees, customers or members of the public.

Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. If you feel you need protective equipment which has not been provided, you should speak to your manager in the first instance.

ACCIDENTS AND FIRST AID

All accidents or near misses however minor should be reported. Accident forms can be found in the site folder.

Information about First Aid provision, emergency numbers together with the location of the First Aid box is also located in the site folder.

FIRE PROCEDURE

You will be told about fire procedures during your induction. You should familiarise yourself with the location of the fire exits at the site where you work and the position of the fire extinguishers.

If you are in any doubt about whether you can tackle a fire or you are unsure about how to operate a fire extinguisher, you should raise the alarm and evacuate the building immediately.

DO NOT PUT YOURSELF AND OTHERS AT RISK.

HYGIENE

- Any exposed cut or burn must be covered with a first aid dressing.
- If you are suffering from an infection or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

EYE TESTING

If you are classed as a VDU user (i.e. you spend one or two hours continuously in front of a computer) you are entitled to free eyesight testing. You can have a test when you first start work, and then at regular intervals, or any time you experience eye problems. Your optician will recommend how frequently you should have your eyes tested.

If you qualify for a free eye-test, please ask your manager to authorise it before you arrange an appointment. When you pay for your test, make sure you obtain a receipt so you can be reimbursed with the cost.

If your eye test shows that you need special spectacles for screen work (and normal spectacles should not be used) then you are entitled to a pair of free spectacles. The Company will cover the cost of a basic pair of spectacles for screen use. You can, of course, have a more expensive pair if you pay the additional cost.

2) HOLIDAY PROCEDURE

How to book holiday

You may book using the following methods;

- 1) Phoning the Quality Care Cleaning Ltd office on 01223 833300 and making your request verbally.
- 2) Sending an e-mail via the staff area on the Quality Care Cleaning website
- 3) Emailing your request to info@qualitycarecleaning.co.uk

Please do not request holiday directly from your manager.

If your holiday is approved, you will receive an AUTHORISATION CODE as confirmation. Please ensure you keep this code for your records.

When can you book your holiday?

You may request your holiday one year in advance of the dates required i.e. a holiday required for 25th July 2023 can be requested 25th July 2022.

A minimum notice period is required to request any holiday as follows;

- 1-2 working days One week's notice
- 2-10 working days Four weeks' notice

Booking confirmation

You may not normally take more than 10 working days consecutively. Check with your manager.

Authorisation for holidays will be at management discretion so you are advised not to book a holiday before obtaining prior approval as defined above. On occasions, holiday requests may be refused. If the employee fails to turn up for work during this time, it will be treated as unauthorised absence and the disciplinary procedure may be invoked on the employee's return.

We will allocate agreed holiday dates on a first come, first served basis to ensure that operational efficiency and acceptable staffing levels are maintained throughout that year.

Cancellation of holiday once authorisation has been given is only permitted in exceptional circumstances such as sickness (see sickness/ absence reporting procedures), and is at the absolute discretion of management.

Holiday Entitlement

Your holiday year begins on 1st April and ends on 31st March each year. Your annual holiday entitlement is shown in your individual Statement of Employment. Your holiday pay will be at your normal basic pay unless shown differently on your Statement of Employment.

Where bank holidays fall on your normal working day, you will be required to take bank holidays as compulsory paid holiday dates, unless you have been advised otherwise in your Statement of Employment, or the client's site requires service that day.

If you have not accrued sufficient holiday entitlement to cover this period, you will be given unpaid leave of absence.

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward. On this basis, we require that all staff ensure they distribute their holiday entitlement evenly throughout the year at the following rates;

Period	Percentage of holiday entitlement to be used within this period
January – March	25%
April – September	50%
October – December	25%

Taking of unpaid holiday may only be requested in exceptional circumstances and authorisation of such holiday is at the absolute discretion of management. A maximum of 5 days unpaid holiday is allowed in any one holiday year and you must have written consent from management of such authorisation.

In the event of the termination of your employment any holidays accrued but not taken will be paid for. However, in the event of you having taken holidays which have not been accrued pro-rata, then the appropriate payments will be deducted from your final wages/salary. This is an express written term of your contract of employment.

Public/Bank Holidays

Your entitlement to public/bank holidays and to any additional payment which may be made for working on a public/bank holiday is shown in your individual statement of main terms of employment

3) SICKNESS PROCEDURE

Notification of Incapacity to work

1. You must notify us by telephone on the first day of sickness/ absence and at the earliest possible opportunity. Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend), to your manager. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.
2. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

Evidence of Incapacity

1. Doctor's certificates are not issued for short term incapacity. In these cases of incapacity (up to seven calendar days) you must sign a self-certification absence form on your return to work.
2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctor's medical certificates to cover the whole of your absence.

Payments

1. You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the criteria in the current SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by us if you are eligible and you have provided a medical certificate. This is treated like wages and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days will be notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the

absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party.

Return to work

1. You should notify a manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate) you are also required to complete a self-certification absence form and hand this to a manager.
4. Upon returning to work you may be interviewed for the purposes of ascertaining your well-being.

General

1. Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence, may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency. As a Company policy, we would seek to investigate sickness levels that exceed a total of 5 days' absence in any 3-month period.
3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
4. If we consider it necessary, we may ask your permission to contact your doctor or for you to be independently medically examined.

Personal Circumstances

1. Personal circumstances may arise in the future which do not prevent you from attending work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health).

If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report.

Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment in your current role or, where circumstances permit, in a more suitable role.

2. There may also be personal circumstances which prevent you from attending work, either for a prolonged period or periods or for frequent short periods.

Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level and again this can usually be most easily obtained by asking your own doctor for a medical report.

When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

4) CAPABILITY PROCEDURE

Introduction

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes or your personal circumstances change (most commonly because of health reasons) and you can no longer cope with the work.

Job Changes

1. If the nature of your job changes we will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If we have concerns regarding your capability, these will be discussed in an informal manner in the first instance and you will be given time to improve.
2. If your standard of performance does not improve in the required timescale, you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
3. If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

4. If such improvement is not forthcoming after an agreed period of time you will be dismissed.

Sickness Levels

Quality Care Cleaning (QCC) seeks to provide each employee with the direction, development and support necessary to assure a productive and rewarding career, however, in some cases of long term continuous or intermittent sickness absence or health issues, Quality Care Cleaning will need to consider a member of staff's capability / fitness for work . For example where:

- there is no predicted date of return;
- medical evidence indicates that an individual is permanently unfit for work;
- a return to work may be unlikely within a reasonable timescale;
- there is a high level of intermittent absence;
- the member of staff is not able to fulfil their job role effectively (after appropriate interventions to facilitate their return, ability to carry out their role or improve their attendance).

The purpose of the capability hearing in these circumstances is to consider the member of staff's sickness absence / health issues which are affecting his/her ability to carry out their role and make a decision about their employment situation. Quality Care Cleaning's objectives of this policy are as follows:

- To ensure that all employees are treated in a fair, consistent and understanding manner in relation to health capability issues, and to take the employee's views into consideration.
- To ensure that QCC meets all relevant legal requirements regarding any capability related decisions it may take in relation to any employee.
- To contribute towards the improvement of staff attendance levels and/or performance of their duties and minimise the impact absence or performance levels have on the service, clients, and work colleagues.
- To make any reasonable adjustments where appropriate.

Who does it apply to?

The Capability procedures apply to all employees, job roles and locations of work, regardless of the type of contract they have, or the number of hours they work, with the exception of those members of staff who are still within their probation period, in which case the probation review procedure will apply.

General Principles

The following principles will apply to the application of this procedure: -

- 1) **Informal resolution** - Managers are responsible for addressing performance issues as early as possible and for taking appropriate action. Where appropriate, steps will be taken to resolve issues on an informal basis without recourse to the formal procedure. In all cases consideration will be given to providing support to enable the individual employee to meet the standards required.
- 2) **First instance of poor attendance/performance** - In most cases an employee should not be dismissed because of a failure to perform to the required standard, or maintain high attendance levels, unless warnings and an opportunity to improve have been given. However, where an employee commits a single significant error, or a number of substantial errors which are attributable to incompetence or inability to meet the required standards of the job and the actual or potential consequences of that error are, or could be, extremely serious, warnings may not be appropriate. This procedure allows for an employee in this situation to be suspended and the earlier stages of the procedure to be omitted.
- 3) **Suspension** - At any stage in the procedure, if appropriate, an employee may be suspended. Suspension is not a penalty and there is therefore a presumption that suspension will be on full pay. The decision to suspend will be taken by a senior manager.
- 4) **Right to be accompanied** - All employees who are the subject of this procedure have the right to be accompanied at any formal meeting held under the procedure by a trade union representative or work colleague.
- 5) **Equality and Diversity** - To ensure fair treatment, where appropriate, employees should provide information about any equality or diversity issues which may be relevant.
- 6) **Confidentiality** - All parties involved in these procedures must ensure that they maintain, as appropriate, the confidentiality of the process both within and outside of Quality Care Cleaning.
- 7) **Involvement of Human Resources** - A member of the human resources team will be consulted and will advise on the formal process. In some cases, it may be appropriate for Human Resources to chair the capability or appeal meetings.
- 8) **Appeals against Sanctions including dismissal** - Sanctions or warnings issued as a result of this procedure will remain in force pending the outcome of any appeal.
- 9) **Timescales** - Whilst every endeavour will be made to comply with timescales, due to the complexity and / or specific circumstances of a case, timescales may be extended. In such circumstances the employee will be advised of the reasons for any delay.
- 10) **Recording Meetings** - Whilst parts of the capability process are under the formal stage, in order to minimise unnecessary formality and apprehension, the electronic, audio or video recording by any device of such meetings/hearings will not be permitted. Should an employee think that there are exceptional circumstances where this should be allowed (for instance, due to a disability) this should be raised in advance with the person due to conduct the meeting, the chair of the hearing or the relevant HR Adviser. Due consideration will then be given to the request and the employee will be advised of the outcome of that consideration. Where the nominated note taker at meetings and/or hearings associated with the process

feels it is necessary to make an audio recording in order to support with the preparation of the notes, the requirement to make the recording will be clarified with all present at the start of the meeting.

- 11) **Attendance of Meetings** - Formal capability meetings will be held either at Quality Care Cleaning's Head Office or at a mutually agreed location. It is in the best interest of the member of staff to attend such a meeting, however, they may submit a written representation if they are unable to attend in person. If they do not attend the hearing, the case and any documentation they have submitted may be reviewed and a decision reached in their absence.
- 12) **Timespan of Meetings** – The length of time between each stage of the Capability Procedure will be dependent upon the circumstances of the case, however, normal company practice is for the formal capability meetings to be held no more than one month apart.

The Procedure

Informal Stage

The informal approach is aimed at bringing concerns to the attention of the employee, exploring causes, identifying responsibilities and agreeing actions to be taken.

- a) Where there are concerns about an employee's attendance or health issues which may be affecting the employee's ability to carry out their role, his/her manager will meet with him/her to reflect those concerns and explore ways of addressing them. The manager may issue advice and guidance to the employee or provide coaching or take other informal action. NB. there isn't a template invite letter for this as it is an informal meeting, neither is there a statutory right for the employee to bring a witness to the meeting.
- b) If any underlying medical issues are suggested, it may be appropriate to refer the employee to Occupational Health or to request a medical report from the employee's doctor. The employee will be asked for their permission to refer / seek a medical report. Where an employee declines a referral / medical report, the manager should explain that without such a report management decisions will be made using the information available to them and that the matter will continue to be managed under the Capability Policy and Procedure.
- c) It is advisable to confirm the outcomes of any discussions in writing to the employee, including any monitoring period. The manager should retain any notes of these informal discussions or meetings.
- d) At the end of the agreed monitoring period the manager will meet with the employee to discuss the progress and inform them of the outcome of the review period. The manager should then confirm the outcome to the employee in writing: Where capability meets the required standard an agreement to maintain that standard should be made including how this will be measured. If attendance levels remain unsatisfactory or the employee's capability to carry out their role is still a concern; the employee should be invited to a Stage 1 – Formal Capability Meeting.

Where improvements in performance prove to be of a temporary nature following application of the formal stages of the Capability Procedure, the manager has the option to return immediately to Stage 2 of the Formal Procedure, if the performance concerns are related. Under normal circumstances, where a new area of performance concern has been identified the process should commence at the Informal Capability Meeting.

Formal procedure

At any point in the formal procedure stage; if any underlying medical issues are suggested, it may be appropriate to refer the employee to Occupational Health or to request a medical report from the employee's doctor. The employee will be asked for their permission to refer / seek a medical report. Where an employee declines a referral / medical report, the manager should explain that without such a report management decisions will be made using the information available to them and that the matter will continue to be managed under the Capability Policy and Procedure.

Stage 1 - Formal Meeting (Written Warning)

If attendance/capability does not meet acceptable standards, and coaching or other informal action is not considered appropriate or has not succeeded in addressing the problem, the manager will invite the employee to a capability review meeting. He/she will meet with the employee to discuss the issues. The manager will outline the issues that have led to the capability meeting and the employee will be given the opportunity to state his/her case and raise any factors s/he wishes to have considered. If, in the view of the manager, the employee is unable to provide a satisfactory explanation for the attendance/capability shortfall, s/he will be advised of:

- The improvement in attendance/performance required
- The timescale for improvement
- Any support to be received
- The consequence of not meeting the performance targets
- The employee's right of appeal.

A written warning will in that case be issued and the above will be confirmed in writing to the employee normally within five working days. The employee will also be advised of his/her right of appeal. A copy of the letter will be retained on the employee's personal file for a period of twelve months.

Stage 2 - Formal Meeting (Final Written Warning)

If the problem is more serious, or if there has been a failure to meet the attendance/performance targets set at the first formal meeting, the employee shall be invited in writing to a level two formal meeting. The meeting will be conducted by the manager (who will be accompanied by a member of the HR team or senior management). The manager will outline the performance issues that have led to the meeting and will review the circumstances of the case and the actions taken to date. The employee will be given the opportunity to state his/her case and raise any factors s/he wishes to have considered.

If no satisfactory explanation is given for the failure to meet the required standard of performance / attendance levels, the manager will write to the employee with a final written warning. The letter will indicate:

- The improvement in performance required
- The timescale for improvement
- Any support to be received
- The consequence of not meeting the performance targets i.e. that the employee may be dismissed if no acceptable improvement in performance is achieved within the given timescale
- The employee's right of appeal.

A copy of the letter will be retained on the employee's personal file for a period of twenty-four months.

Stage 3 - Formal Meeting (Dismissal)

If the employee does not improve as specified in the final written warning issued under stage two above, or where serious performance / attendance issues arise, the employee shall be invited to a formal capability dismissal hearing with a Senior Manager. The employee shall be advised in writing of the grounds that have led to the hearing being called, including full details of the alleged capability issues. S/he will also be advised that one consequence of the hearing may be the termination of employment.

The meeting will take the form of a hearing conducted by the Senior Manager who will be accompanied by a member of the HR team or an appropriate manager. A letter will be sent to the employee detailing the purpose of the meeting, and the circumstances that have led the company to consider dismissing the employee. The employee will be invited to make any written submissions. Prior to the hearing s/he will be provided with copies of papers that will be considered at the meeting.

At the stage three hearing, the employee will be advised of the performance issues that have led to the meeting. The employee will be given an opportunity to present his/her case and raise any issues s/he wishes to have considered.

The manager conducting and hearing the case will consider the facts of the case and any representations made. On the basis of the information presented that manager may decide on the following outcomes:

- That there are insufficient grounds to dismiss the employee under this procedure;
- On the imposition, extension or renewal of a warning or final written warning issued under this procedure;
- To withhold an increment of salary
- That the employee should be dismissed on grounds of capability (with appropriate notice);
- On the transfer of an employee to an alternative post within the company (if a suitable appointment can be found)

The above list is not exhaustive and the outcome may be varied according to the circumstances of the case.

The decision may be given verbally at the hearing and will in any event be conveyed or confirmed in writing within five working days of the hearing. The correspondence shall also notify the employee of his/her right to appeal against any sanction. In the event that the decision at a stage three hearing is taken to dismiss the employee, the correspondence will include the reasons for dismissal and the date that his/her employment will terminate together with details of any notice arrangements.

Appeals

The employee has the right to appeal against a capability review decision i.e. a warning, sanction or dismissal. Any appeal should be sent to the HR & Accounts Manager within ten working days of the employee receiving the written decision. The appeal must state the grounds for appeal.

The appeal will be heard by a senior manager who has had no prior involvement in the case or, where appropriate, a consultant hired by the company to fulfil this role. The appeal hearing will be a review of the decision. The person conducting and hearing the case may substitute a different penalty from that appealed against.

The decision may be given verbally at the appeal hearing and will in any event be conveyed or confirmed in writing within ten working days of the hearing.

The decision following the appeal shall be final and there will be no further internal right of appeal.

5) DISCIPLINARY GUIDELINES

Why do we have a disciplinary policy?

Quality Care Cleaning aims to ensure that there will be a fair and constant approach to maintaining the standards of conduct we expect throughout the organisation. This policy should help and encourage all employees to achieve and maintain acceptable standards of conduct, attendance and job performance.

This policy sets out the framework to resolve problems of conduct and performance; avoiding dismissal wherever possible.

Although the staff handbook and code of conduct do not directly form part of your employment contract, you are expected to follow them as breach of the policies and code of conduct may result in disciplinary action, as set out in this policy. Our rules and values are detailed in the staff handbook and the code of conduct.

Who does it apply to?

The disciplinary procedures apply to all employees, job roles and locations of work, regardless of the type of contract you have, or the number of hours you work.

Principles

This procedure aims to establish facts quickly and deal with disciplinary issues consistently. No disciplinary action will be taken until the alleged incident has been fully investigated.

When the Company considers taking disciplinary action, the employee will be advised in writing of the nature of the complaint against them and the arrangements for the hearing. The employee will also have the right to be represented, or accompanied by either a colleague or trade union official as long as such request is reasonable.

The employee, who is the subject of the alleged incident, will have an opportunity to state their case at every stage of the process.

Although Quality Care Cleaning does not recognise any collective agreements or negotiations from any union, you are still permitted to have a representative from a union at your disciplinary hearing.

The employee will have the right to appeal against any disciplinary penalty. An appeal hearing will be arranged as soon as possible and will be chaired by a different person wherever possible.

Our principles are summarised below:

- Informal action will be considered, where appropriate, to resolve problems.
- No disciplinary action will be taken against an employee until the case has been fully investigated and a disciplinary hearing has taken place.
- The employee will be advised in writing of the nature of the complaint against them and arrangements for the hearing.
- The employee will be given the opportunity to state their case before any decision is made.
- The employee will have the right to be accompanied during hearings where disciplinary action is being considered and appeal hearings against disciplinary action.
- Employees will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting.
- The disciplinary panel will take into account any mitigating circumstances when reaching decisions on appropriate disciplinary penalties.
- No employee will be dismissed for a first breach of discipline, except in cases of gross misconduct. Such cases will result in summary dismissal without notice or payment in lieu.
- The employee will have the right to appeal against any disciplinary penalty imposed.
- The disciplinary procedure may be implemented at any stage if the employee's alleged misconduct warrants such actions.
- If the absence level of the employee is deemed to be excessive, against Company benchmarks, this will be dealt with under the disciplinary procedure.
- The Company may decide to exercise its right to search employees, or their property on site, as part of an investigation.

The procedure

There are two stages to Quality Care Cleaning's disciplinary procedure; an informal investigation stage and a formal disciplinary stage. The informal stage aims to address low level or minor issues with an employee. Where the matter is considered to be more serious, the formal disciplinary stage will be implemented.

Before a decision is made as to whether the informal or formal stage is appropriate for the alleged issue, the appropriate manager will hold a preliminary investigation.

Preliminary Investigation

Following an alleged allegation being raised against an employee; their line manager or staff member from head office, will conduct a preliminary investigation.

The preliminary investigation is purely for fact finding purposes to establish the details that surround the alleged incident. At this stage no disciplinary action is being considered.

This preliminary investigation is not part of the formal disciplinary process; therefore, you do not have any statutory right to be accompanied or represented at the investigation meeting. The notes of the meeting will be saved on your permanent file and may become a referenced document in a later disciplinary hearing.

After the investigation, the person who carried out the preliminary investigation will submit their investigation, along with any evidence, to a member of head office who is independent from the incident. They will determine if the issue should be dealt with under the informal or formal stage.

To ensure the process remains impartial and consistent no single person of the management team will have the sole authority to both investigate an incident and decide the outcome.

Informal stage

Improvement notice

For relatively minor or one-off breaches of Quality Care Cleaning's rules or contract of employment, the panel may consider the facts put forward in the preliminary investigation and issue an improvement notice if there is reasonable belief that the employee has breached the rules, or their contract.

The employee will receive confirmation of the improvement notice and advice regarding how their conduct or behaviour should improve in writing.

A record of the improvement notice will be kept on the employee's permanent file; however, the improvement notice will only remain 'active' for a period of six months from the date of the letter informing them of the notice.

Since an improvement notice is not part of the formal disciplinary process, there is no right of appeal or right to have representation at the investigation.

No action taken

Alternatively, the panel may review the notes and evidence from the preliminary investigation and decide that no further action should be taken.

The employee will be informed in writing that no action will be taken following their preliminary investigation.

The record of the investigation, and the decision that no action was taken, will remain on the employees permanent file and the Company will consider the matter closed.

Formal disciplinary procedure

Following a preliminary investigation, the panel may decide to consider formal disciplinary action against the employee.

The employee will be notified in writing of the decision to consider disciplinary action and invited to attend a disciplinary hearing. At this stage in the procedure, disciplinary action is only being considered; no outcome has been pre-determined or agreed.

For all disciplinary hearings, the employee will have the right to be accompanied by another employee or a trade union official. They will also receive copies of all investigation notes and evidence to allow them to prepare their case.

A disciplinary hearing will have one of the following outcomes:

Written warning

If there is reasonable belief that the employee's conduct or behaviour is serious, or there has not been sufficient improvement within six months of being issued with a verbal warning, the employee will receive written notification of written warning. This is the first stage of our formal disciplinary process.

The written notification will give details of the improvements required by the employee and any timescales, if relevant, as well as their right to appeal the decision.

If there is no further satisfactory improvement to the employees conduct or behaviour, further disciplinary action may be taken.

A copy of the written warning will be recorded on the employees permanent file but will only be considered 'active' for a period of 12 months from the date on the letter informing them of the written warning.

Final written warning

If the employees conduct or behaviour is sufficiently serious to justify a written warning, but insufficiently serious to justify dismissal, or their conduct has not sufficiently improved in the 12 months since receiving a written warning, the panel will notify the employee in writing of receiving a final written warning. This is the second stage of our formal disciplinary process.

The written notification will give details of the improvements required by the employee and any timescales, if relevant, as well as their right to appeal the decision.

If there is no further satisfactory improvement in the employees conduct or behaviour, it may result in dismissal.

A copy of the final written warning will be recorded on the employees permanent file but will only be considered 'active' for a period of 12 months from the date on the letter informing them of the final written warning. This is the third stage of our formal disciplinary process.

Dismissal

If an employee's conduct or behaviour continues to be unsatisfactory after receiving a final written warning, and they fail to achieve the standards required to perform their duties after receiving reasonable training and support, Quality Care Cleaning may consider dismissal.

Only a senior manager or the HR Coordinator can take the decision to dismiss an employee after alternatives to dismiss; such as transfer to another work site or change in duties, has been considered.

The employee will receive written notification of their dismissal and confirmation of the date their employment was terminated and their right to appeal the decision.

A P45 will be issued once the time scale for receiving an appeal has expired.

Dismissal is the third and final stage of our formal disciplinary process.

Gross Misconduct

If an employee is accused of a gross misconduct offence, they may be suspended while a full investigation is carried out.

If, following a full disciplinary investigation, there is reasonable belief that the employee has committed a gross misconduct offence, they will be summarily dismissed; without payment in lieu.

The employee will be informed of the summary dismissal in writing, given details of the reasons to summary dismiss, details of their right to appeal, effective date their contract of employment was terminated and a breakdown of their final wage payment.

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

- Theft or fraud. This includes deliberate falsification of any records including timesheets or the Company's clocking system.
- Physical, verbal or cyber violence or bullying.
- Deliberate and serious damage to property.
- Serious misuse of Quality Care Cleaning's or a client's property or name.
- Deliberately accessing internet sites containing pornographic, offensive or obscene material.
- Serious insubordination and/ or continuing refusal to carry out legitimate and reasonable working requests.
- Unlawful discrimination or harassment.
- Bringing Quality Care Cleaning into serious disrepute.
- Serious incapability at work brought on by alcohol, illegal drugs or legal drugs such as 'herbal highs'.
- A serious breach of health and safety rules, or a single error due to negligence which caused, or could have caused, significant loss, damage or injury to the Company, another employees or a third party.
- A serious breach of trust and confidence.
- Vandalism of, or otherwise intentionally interfering with, the Company's computers, tablets, mobile phones or network.

Suspension

The Company may decide to suspend an employee if a complaint is raised against them. The employee will be suspended on full basic pay while the complaint is investigated and an outcome is concluded.

Suspension is not a punitive measure, forms no part of the disciplinary process and does not imply any guilt or suggest an outcome against the employee.

A decision to suspend an employee will only be considered where there is a reasonable belief that the alleged incident could escalate further, or to mitigate against further loss, or minimise potential risk of further aggravation to Quality Care Cleaning, its employees, or its relationship with clients or affiliates.

Rearranging a hearing date

If an employee cannot attend a hearing, they should inform head office as soon as possible.

The Chair will consider each rearrangement request on a case by case basis and any rearranged meeting should be accommodated within three working days of the original hearing. If the employee fails to give sufficient notice, or a reasonable reason for not attending the hearing, the Chair can hold the hearing and make a decision in the employee's absence.

If an employee's companion cannot attend on a proposed date, the employee can suggest another date so long as it is reasonable and is not more than three working days after the date originally proposed in the written notification of the hearing. This three day time limit may be extended by mutual agreement.

Criminal charges or convictions not related to employment

If an employee is charged with, or convicted of, a criminal offence not related to work, this is not in itself reason for disciplinary action. Quality Care Cleaning will establish the facts of the case in a preliminary investigation, and consider whether the matter is serious enough to warrant further action.

The main consideration will be whether the offence, or alleged offence, is one that makes the employee unsuitable for their type of work, or the client site they work on.

Similarly, an employee will not be dismissed solely because they are absent from work as a result of being remanded in custody or required to attend a court hearing.

Reasonable adjustments

For employees whose first language is not English, or employees who have difficulty expressing themselves verbally, or on paper, should seek appropriate help from a colleague to help you prepare for your case. It is not the responsibility of Quality Care Cleaning to arrange support prior to a hearing.

In exceptional circumstances, employees will be allowed to bring a colleague or friend to a preliminary investigation where a language barrier prevents an effective investigation.

Under no circumstance will Quality Care Cleaning fund an external interpreter or translator except in cases where a sign language interpreter is required.

Under the Equalities Act 2010, Quality Care Cleaning will consider reasonable adjustments which may include assisting employees to formulate a written statement or attend a hearing if they are unable themselves because of a disability covered by the Equalities Act 2010.

Appeals

Should an employee wish to appeal against their disciplinary decision, they should inform either their line manager or named person in their decision letter. The appeal should be made in writing (email notification is acceptable), stating the grounds on which they want the disciplinary decision to be appealed on.

Notification to appeal a decision should be received by the Company no more than seven working days from the date on the decision letter.

Wherever possible, a manager more senior to the one who chaired the original disciplinary investigation will chair the appeal hearing.

Appeal hearing

At the appeal hearing, the employer will be given the opportunity to state the grounds on which they are making their appeal. The person who chaired the original hearing will also provide a statement, or give evidence at the appeal hearing to explain the rationale behind the decision.

After the appeal hearing the chairperson of the appeal will inform the employee in writing of the outcome.

The appeal hearing is intended to focus on specific factors that the employee feels have received insufficient consideration in the original hearing, such as, but not limited to:

- An inconsistent or inappropriate penalty.
- Mitigating circumstances.
- Bias of the chairperson of the original hearing.
- Unfairness of the hearing.
- New evidence coming to light.

The chairperson of the appeal has the authority to nullify the original decision, decide a lower disciplinary outcome, or a verbal warning if appropriate. In exceptional cases the chairperson may decide to increase the level of disciplinary outcome from the original hearing.

Where an employee's appeal against dismissal fails, their effective date of termination will be the date the employee was originally dismissed. Should their appeal against dismissal be successful, the employee will be reinstated with no break in their continuous service.

The decision of the appeal hearing is final.

6) GRIEVANCE PROCEDURE

Dealing with grievances informally

If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your manager. You may be able to agree a solution informally between you.

Formal grievance

If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to your manager. You should stick to the facts and avoid language that is insulting or abusive.

Where your grievance is against your manager and you feel unable to approach him or her, you should talk to another manager.

Grievance hearing

Your manager will call you to a meeting, normally within 5 days, to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request. After the meeting the manager will give you a decision in writing, normally within 24 hours.

Appeal

If you are unhappy with your manager's decision and you wish to appeal you should let your manager know.

You will be invited to an appeal meeting, normally within 5 days, and your appeal will be heard by a more senior manager. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.

After the meeting the manager will give you a decision, normally within 24 hours. The manager's decision is final.

7) EQUALITY, DIVERSITY & DIGNITY POLICY

Introduction

Many people in our society are victimised and harassed as a result of their sex, race, colour, creed, ethnic or national origin, religious belief, political opinion or affiliation, gender, marital status, sexual orientation, gender reassignment, age or disability.

Quality Care Cleaning Limited recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously effect employees working lives by interfering with their job performance, or by creating a stressful, intimidating, unpleasant and harmful working environment.

Quality Care Cleaning Limited deplores all forms of personal harassment and seeks to ensure that the working environment is sympathetic to all our employees.

We have published this Policy to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.

Quality Care Cleaning Limited has a duty to implement and uphold this Policy and all employees are expected to comply with it.

Policy Objectives

Quality Care Cleaning Limited believes in equality, dignity and diversity. This policy document sets out our goals for the way we conduct business, our employment policies, and our interaction with the wider community.

- 1) We do not discriminate on the basis of race, sex or sexual orientation, creed, sexual orientation, colour, ethnic or national origin, age, religion, marital status, political opinion or affiliation, gender, gender reassignment or disability. Further to this, we endeavour to encourage diversity in the broadest sense, and avoid any form of unfair indirect or direct discrimination.
- 2) We recognise the benefits to this company, our clients and society as a whole in promoting equality of opportunity, dignity at work, and diversity.
- 3) We are a merit based organisation, and it is a responsibility of the directors to ensure that their own conduct, the implementation of policies, the conduct and work practices of others, and decision making reflects the Company's commitments to equality of opportunity, dignity at work, and diversity.
- 4) We expect our clients and suppliers to work in support of our commitments to equality of opportunity, dignity at work, and diversity. Should the directors have reasonable grounds to believe that a client or supplier does not do so, or has fallen short of its commitment to do so, the directors will take actions as they see fit for the situation. Possible actions include, but are not limited to:
 - Drawing the matter to the client's/supplier's attention
 - Withdrawing from the business relationship
5. Any and all employment decisions, including, but not limited to permanent and temporary employees, part time and full time employees, and subcontractors, regarding recruitment, promotion, transfers, training, development and sub-contract work opportunities are based on merit, ability and business need.

The directors are responsible for ensuring that all such employment decisions, and any related employment practices are implemented fairly and effectively.
6. The directors, and any employees and sub-contractors are required:
 - To co-operate with any measures introduced to ensure equal opportunity
 - To report any suspected discriminatory practices or acts
 - Not to induce or attempt to induce others to practice unlawful discrimination
 - Not to victimise anyone as a result of them reporting, or providing evidence of unfair discrimination
 - Not to harass, abuse or intimidate others on the basis of sex, race, colour, creed, ethnic or national origin, religious belief, political opinion or affiliation, gender, marital status, sexual orientation, gender reassignment, age or disability.
 - Not to canvass job applicants, suppliers or clients in an attempt to discourage them from working with or doing business with Quality Care Cleaning Ltd.
7. Any breach of this policy will be dealt with via the disciplinary procedure, and serious offences may be regarded as gross misconduct.
8. The nature of our business involves us serving the needs of disabled people, and the needs of organisations that provide for the needs of disabled people. We therefore give our full support for all efforts to avoid unfair discrimination against people based on disability.

We define disability as

"Any physical or mental impairment which has a substantial and long term adverse effect on a person's ability to carry out normal day to day activities"

Quality Care Cleaning Limited will encourage and support applications from people with disabilities for employment as and when they arise. If you are disabled you will have an equal opportunity, as far as is justifiable and practicable, to be selected, trained and promoted.

We will also make every reasonable effort to retain disabled persons once employed by Quality Care Cleaning Limited, subject to business circumstances.

9. We will not discriminate unfairly against disabled people during recruitment, in our terms and conditions of employment, in opportunities for training, promotion or transfers. Nor will disability form a selection criterion for redundancy selection.
10. We will not treat a person less favourably than we do, or would do with others, on the basis of disability.
11. At Quality Care Cleaning Limited, we insist on an environment in which everyone is entitled to work, and to do business with us without harassment, victimisation or bullying due to their sex, race, colour, creed, ethnic or national origin, religious belief, political opinion or affiliation, gender, marital status, sexual orientation, gender reassignment, age or disability. To this end, we regard the following as unacceptable.

- **HARASSMENT**

Any unwanted conduct affecting the dignity of people, whether through physical, verbal or non verbal communication that amounts to unlawful discrimination, or that goes, in the opinion of the directors, against the spirit of this policy.

- **UNWANTED PHYSICAL CONTACT**

Including; touching of a sexual or insulting nature, physical threats, 'horseplay' or pestering for sexual favours.

- **UNWANTED VERBAL CONDUCT**

Tasteless or insensitive jokes or pranks, lewd or abusive remarks, patronising titles or nicknames, propositions or remarks, persistent innuendo, lewdness, remarks about people's race, origins, sex, disability etc, repeated suggestions about unwanted social activity inside or outside the workplace

- **UNWANTED NON VERBAL CONDUCT**

Including; offensive graffiti, leering, whistling, organising strip-o-grams, displaying abusive or offensive writing or materials.

- **BULLYING**

Persistent criticism and/or personal abuse that is unrelated to any legitimate comment about work performance or capability, and is demeaning to the individuals involved; abusive or threatening behaviour; deliberate exclusion from conversations.

This is not intended as an exhaustive list of threats to dignity. It is intended as a guideline to encourage acceptable behaviour. We recognise the genuine intent of gentle humour, but we cannot accept this as a reason for significant or repeated transgressions of our standards.

Any complaints about actions not in line with this policy will be investigated promptly and thoroughly. We expect all concerned to co-operate with the investigation, and any actions resulting from the investigation.

If this policy has been breached it will be dealt with disciplinary action at the appropriate level against employees committing any form of Personal harassment, as outlined in the Employee Handbook under Health, Safety and Welfare (Dignity at Work).and serious breaches may be considered as gross misconduct.

Whilst we make every effort to investigate any complaint thoroughly, we cannot utilise this policy where the complaint is frivolous or unjustified.

Complaining about Personal Harassment

Informal Complaint

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure.

In these circumstances you are encouraged to raise such issues with a senior person of your choice (whether or not that person has direct supervisory responsibility for you) as a confidential helper.

This person cannot be the person responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

Formal Complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of Paul Heales as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- The name of the alleged harasser
- The nature of the alleged harassment

- The dates and times when the alleged harassment occurred
- The names of any witnesses; and
- Any action already taken by you to stop the alleged harassment

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation takes place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with pay until the matter has been resolved.

The person dealing with the complaint will carry out a thorough investigation in accordance with our disciplinary procedure. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

When the investigation has been concluded a draft report of the findings and of the investigators proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or the proposed decision this should be raised with the investigator within 5 working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent in writing, to you and to the alleged harasser.

General Notes

If the report concludes that the allegation is well founded, the harasser will be subject to disciplinary action in accordance with our disciplinary procedure.

An employee who received a formal warning or who is dismissed for harassment may appeal against the disciplinary action by using our **disciplinary appeal procedure**.

If you bring a complaint of harassment you will not be victimised for having brought the complaint. However, if the report concludes that the complaint is untrue and/or has been brought with malicious intent, disciplinary action will be taken against you.

8) PARENTAL LEAVE POLICIES

MATERNITY LEAVE

There is a basic entitlement to 52 weeks maternity leave for any pregnant employee regardless of length of service.

You accrue holiday while you are on maternity leave and you can take it at the end of your leave. When you return to work it will normally be to the same job you were doing before you left.

You must tell the company of your pregnancy and the date you want to start your maternity leave, by the 15th week before your baby is due. We will need to see the MATB1 form which states the date your baby is due.

If you don't want to take your full maternity leave you must tell the company at least 8 weeks before the date you want to return.

You need to meet the statutory requirements to be entitled to maternity pay. This relates to the amount of pay you receive.

PATERNITY LEAVE

You may qualify for paternity leave for a newly-born or newly adopted child if you have 9 months and 2 weeks service when the baby is due.

To qualify you must have responsibility for the child's upbringing and be the biological father or the mother's husband or partner who is not necessarily biologically related to the child. In an adoption situation if the father wishes to take adoption leave then the 'mother' or female carer of the adopted child may take paternity leave.

You can take a block of one or two weeks but not odd days or separate weeks. Your leave can start when the child is born (or adopted), or later but must be taken within 56 days of the birth (or adoption).

Statutory Paternity Pay is the same as the standard rate of Statutory Maternity pay.

You must tell us about your paternity, at least 15 weeks before the baby is expected.

PARENTAL LEAVE

Parental leave is unpaid leave which can be taken by an employee with one year's service who has parental responsibility for a child. Parental leave must be used for caring for the child.

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with your manager who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

ADOPTION LEAVE

Most of the rights and procedures for maternity apply to adoption.

To qualify for adoption leave, you must have 26 weeks service and be newly matched with a child by an approved adoption agency.

Adoption leave is not available where a child is not newly matched for example when a step-parent is adopting a partner's children.

9) OTHER TIME OFF

Dependant's leave

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action which is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with your manager who, if appropriate, will agree the necessary time off.

Compassionate leave and time off for family emergencies

In the unfortunate event of a bereavement or serious illness or injury to a close family member (i.e. parent, child, spouse, partner, brother or sister) the Company will consider requests for compassionate leave.

If you require compassionate leave you should speak to your manager as soon as possible. Every situation will be treated on its merits and will be at the Company's discretion.

There is no contractual entitlement to remuneration for absences relating to compassionate leave or time off to deal with a family emergency. Any payment will be made at the absolute discretion of the Company.

Jury Service

If you are called for Jury Service you must inform your manager as soon as possible.

The Company reserves the right to see a postponement of jury service if your absence will seriously affect the Company.

10) VEHICLE POLICY

Company Cars

Subject to holding a current, full driving licence, some employees are provided with a vehicle for use in the performance of their job duties. If you are provided with a company vehicle, this will be set out in your contract of employment. A company vehicle may be used only for business use. In particular, the employee is the only person authorised to drive the vehicle. Under no circumstances may any other person drive the vehicle.

The company vehicle may not be used for:

- any business purposes other than those undertaken on behalf of the Company
- hire or rewards (either goods or passengers)
- racing, pace making, rally driving or any other competitive event

Employees are only provided with company vehicles at the absolute discretion of the Company and it may change its rules and procedures on company vehicles at any time and from time to time.

The Company will pay for the MOT, licensing, maintenance, repair and servicing of company vehicles (provided repairs and service are not caused by the employee's negligence or wilful default) and when necessary replacement thereof. However, employees have no contractual right to a replacement vehicle. The Company will also pay for the cost of petrol/diesel (as appropriate) for business use only. When any manufacturer's cover expires, the Company will also arrange to provide and pay for emergency breakdown/roadside assistance cover through a motoring organisation selected by the Company.

The employee will be responsible for any for any income tax liability as assessed by HM Revenue & Customs in respect of the use of the vehicle.

The employee must not permit the vehicle to be taken out of Great Britain without the prior consent of their line manager.

The Company will retain all documents relating to the registration of the vehicle. However, the employee is responsible for ensuring the vehicle has a valid MOT certificate and valid licence (tax) disc and for ensuring the car is properly maintained and serviced. As stated above, the Company will generally bear the cost of these matters. Appointments for MOT testing and servicing will be made by the Company. Employees are required to identify the service dates in line with the vehicle log book and mileage record.

The employee is also responsible for ensuring the car is properly looked after at all times and is responsible for the cleanliness of it, together with its equipment and fittings.

The employee must ensure that it is kept in a roadworthy condition, that regular checks are made of tyre tread, tyre pressure, lights, brakes, oil, water, coolant, fuel, screen wash and battery and that it conforms with current road traffic legislation and that the provisions and conditions of the policy of insurance relating thereto are observed and that such policy is not rendered void or voidable.

The Company may seek to recoup any losses in the event of damage caused to the vehicle by the employee's negligence or wilful default. In addition, the employee is responsible for the excess which is required to be paid which is not recoverable from the insurance company should the vehicle be involved in an accident, irrespective of the responsibility for the accident.

The employee accepts that the Company shall be entitled to deduct the cost of repair of any such damage and/or the cost of the insurance excess from his or her wages and, if this applies, a relevant deduction from wages clause will be set out in the employees' contract of employment.

Employees are not permitted to carry out any alterations to the vehicle, nor are they permitted to fit radios, stereo equipment, fog lamps, roof racks, tow bars or any other accessories.

Personal items are left in the vehicle entirely at the employee's own risk and the Company does not accept any liability for loss, theft or damage of personal items.

The employee must report to the Company forthwith:

- vehicle defects or damage to the vehicle
- any theft or loss of the vehicle

- any road traffic accident in which the employee may be involved whilst driving the vehicle, whether or not that occurred on the Company's business
- any fixed penalty notice or any order of any court to endorse the employee's driving licence or to disqualify him or her from holding a driving licence, whether or not that consequence occurred whilst driving on the Company's business
- any other event which results in the employee being ineligible to drive the vehicle

The employee must also immediately report any theft or loss of the vehicle or reportable road traffic accident involving the vehicle to the police.

Where a road traffic accident also involves a third party's vehicle, the employee is responsible for obtaining the registration number of that vehicle and the particulars of any persons involved in the accident, as well as the names and addresses of any witnesses to the accident.

The employee must drive within the law and abide by all requirements of road traffic law and the Highway Code, including but not limited to:

- ensuring that a valid tax disc is displayed in the windscreen of the vehicle
- ensuring that traffic signs and speed limits are observed
- ensuring that the vehicle is properly parked and not in breach of any road traffic regulations

The employee is responsible for the payment of any and all fines incurred as a result of a motoring offence whilst the vehicle is in the employee's possession, including parking and speeding fines and, if this applies, the employee accepts that the company shall be entitled to deduct the cost of any such fines from the employee's wages and a relevant deductions from wages clause will be set out in the employee's contract of employment.

Upon request, the employee must provide his or her full driving licence for inspection.

Failure to observe these rules or failure to use the vehicle in a reasonable and responsible manner may result in the Company withdrawing the use of the car from the employee concerned. In addition, a failure to observe these rules will be regarded as a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Depending on the seriousness of the breach, it may constitute potential gross misconduct rendering the employee liable to summary dismissal.

In the event that the company suspends the employee from the performance of his or her duties in accordance with the Company's disciplinary procedure, the employee will not be entitled to the continued use of the vehicle during that period of suspension.

The employee must promptly return or account for the vehicle and deliver up the keys to the Managing Director, Paul Heales, in the following circumstances:

- on the termination of the employee's employment
- if, for whatever reason, the employee ceases to hold a valid and current licence to drive private motor cars
- during any period of extended leave granted by the Company
- if the employee is convicted of a careless, reckless or dangerous driving offence, at the discretion of the Company
- if the vehicle is involved in an excessive number of accidents whilst being used by the employee, as determined by the Company
- if the employee violates the terms of this policy or fails to use the vehicle in a reasonable and responsible manner, as determined by the Company
- if there is an unacceptable increase in the insurance premium for the vehicle as a result of the number of penalty points endorsed on the employee's driving licence, as determined by the Company.

If one of these applies, the employee accepts that his or her failure to return or account for the vehicle will entitle the Company to withhold any outstanding monies/wages due from the Company to the employee up to the value of the vehicle and a relevant deduction from wages clause to this effect will be set out in the employee's contract of employment.

Car allowances

In lieu of the provision of a company car, the employee may elect to receive a monthly car allowance of such amount as shall be notified by the Company from time to time. This allowance shall be added to and paid on the due date for payment of salary.

Driving and mobile phones

Operating a mobile phone whilst driving reduces concentration and increases the likelihood of an accident. It is also a criminal offence. This section therefore also sets out the Company's requirements in relation to employees using mobile phones whilst driving on Company business. It applies irrespective of whether the employee uses a Company-provided mobile phone or their own personal mobile phone and irrespective of whether they are driving a Company vehicle or their own vehicle.

Employees are completely prohibited from using a hand-held mobile phone or similar hand-held electronic device whilst driving as part of their job 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 any employee is discovered contravening this rule, they will face serious 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 the employee liable to summary dismissal. If an employee does wish to use a hand-held mobile phone when driving, he or she must stop the vehicle and completely turn off the vehicle's engine before using the mobile phone. A person is regarded as

“driving” for the purpose of the law if the engine is running, even if their vehicle is stationary. This means employees must not use a hand-held phone at traffic lights, during traffic jams or at other times when the engine is still running.

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 with voice activation. If the phone needs to be held in the user’s hand at some point during its operation, for example to dial the number or to end the call, it is not hands-free. If employees are required to drive as part of their job duties and they wish to use a mobile phone, they must ensure they have the appropriate hands-free equipment for the phone. However, even with hands-free equipment, driving and conducting a telephone conversation are both demanding tasks and the employee should take all reasonable steps to ensure they do not carryout these tasks at the same time. The employee should therefore make use of any voicemail or call divert facility available, rather than make or receive “live” calls. The employee should then stop regularly in safe places to check for voicemail messages and to make and return calls. If an employee does need to make or receive a call whilst driving on Company business and he or she has the appropriate hands-free equipment, these calls should nevertheless be limited to essential calls and only when it is safe to do so.

11) RIGHTS OF SEARCH

The Company may search individuals and their bags and cars if it has reasonable grounds to believe Company or Client goods are missing or have reason to believe drugs or alcohol are in your possession.

These searches are random and do not imply suspicion in relation to any individual concerned.

We reserve the right to call in the police at any stage.

12) CONFIDENTIALITY POLICY

All information that: -

- a. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence.
- b. relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort, and
- c. has not been made public by, or with our authority;

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our written consent.

You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

13) COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and our copyright.

At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

14) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television etc. in relation to our business will only be given by the Chairman or Managing Director or people authorised by them.

15) WHISTLEBLOWING POLICY

What is whistleblowing?

Whistleblowing is when an individual knows, or suspects, that there is some wrongdoing occurring within the Company and alerts either the employer or a relevant authority, to draw attention to the wrongdoing.

The Public Interest Disclosure Act 1998 gives protection to individuals engaged, with the Company, who make a qualifying disclosure when they reasonably believe it is in the public interest for them to do so.

Whistleblowing is different to the grievance policy. If you are unsure whether your issue falls under a grievance or whistleblowing, or have questions on what is 'public interest' please contact the Human Resources Administrator.

Who does the policy apply to?

This whistleblowing policy applies to all employees, job roles and locations of work, regardless of the type of contact you have, or the number of hours you work.

Additionally, the policy also applies to all agency staff and contractors engaged with Quality Care Cleaning Ltd.

Your responsibilities

If you know, or suspect wrongdoing is occurring within the Company, you should raise the matter immediately with the relevant manager.

If you are not satisfied with their response, or do not want to report the issue to the relevant manager as you believe they may cover up the wrongdoing, you are permitted to disclose information relating to the wrongdoing to a prescribed body.

If you contact a prescribed body you should:

- Have reasonable belief the alleged wrongdoing is based on correct facts.

- Make the disclosure only to a prescribed body.
- Have reasonable belief it is in the public interest to make the disclosure.

A list of prescribed bodies can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/183340/11-641-blowing-the-whistle-to-a-prescribed-person.pdf

If procedures set out in the policy are not followed when making a disclosure, you may forfeit any protection offered by the Public Disclosures Act 1998.

Any disclosures made in an inappropriate way, such as posting on Facebook, blogs or reporting to the media, may result in disciplinary action being taken against you.

16) COMPUTER USE

Computers are for business use. You must not use a work computer for any other purpose unless you have the permission of a manager.

Occasional personal use may be allowed, provided the Company rules are followed. (see below)

If you receive offensive material on your computer, you must report it immediately to your manager so you are not held responsible for it.

- Never store or transmit offensive material on a computer.
- Offensive material means any words or pictures that may cause offence to others. This includes anything obscene, pornographic, racist, sexist, violent, abusive or defamatory.
- Do not use the internet or e-mail to bet, buy, sell or auction personal items or conduct a personal business.
- Do not keep personal data relating to any individual on your computer, unless authorised to do so by the Company.
- Do not use your computer for personal use unless you have permission from a Director.
- Keep your PC secure. Do not leave it logged on and unattended without password protection. Do not allow anyone to see sensitive information on your PC. If you have a lap top, ensure it is locked away in a metal cabinet out of hours.
- Keep your passwords confidential. You are responsible for any misuse carried out under your login name.
- Do not install or download software unless authorised by the Company.
- Be aware that an e-mail sent from your computer has the same legal standing as a letter signed by you on Company note paper.

If you do not wish the Company to look at emails that are private and confidential then please put this in the subject. Similarly, for anything that is personal should be marked 'personal'. It is only in rare situations that these email may be viewed, for instance as part of a grievance or disciplinary procedure. To ensure that the e-mail and Internet policy is adhered to the Company may occasionally randomly monitor e-mails and computer access by staff. It is important that you do not assume that your electronic communication is private and confidential.

17) SOCIAL MEDIA POLICY

This policy sets out the Company's position and expectations on employees' use of social media, networking sites or blogs; whether conducted during your working time or in your own private time.

Examples of websites and accounts that fall under our social media policy are, but not limited to, Facebook, Twitter, LinkedIn, Youtube, Instagram, Pinterest, Skype, Wiki Sites and blogs.

Who does it apply to?

This social media policy applies to all employees and job roles regardless of the type of contact you have, or the number of hours you work.

The policy covers all posts, comments and uploads to social media networks that the Company deems to be offensive, discriminatory or brings the Company into disrepute - even if you have posted outside of your agreed working hours, using your own device and outside the client's or Quality Care Cleaning's premises.

The policy not only applies to original posting made on social media but also any content you have shared on your profile.

Why do we need a social media policy?

Comments and postings, misjudged or otherwise, may bring the company into disrepute, if they fall into the public domain, and also pose a commercial and business risk which could result in loss of income or reputation to the Company

It is necessary for us to protect our commercial business interests, continue to grow as a business and offer continued employment to our employees.

This social media policy aims to mitigate any risk to the business by providing guidelines and setting out the responsibilities our employees when using social media.

Quality Care Cleaning Ltd will not tolerate criticisms or defamatory remarks made through social media regarding their employment with us. If you wish to raise a grievance there are established channels for doing so. Please refer to the Company handbook for further details.

References to the Company include any comments which expressly name Quality Care Cleaning or its affiliates or comments which could imply the connection to the Company or its affiliates.

This extends to posting pictures or video which are deemed to pose a commercial or business risk to the Company or comments which bring the company into disrepute such as videos of unacceptable behaviour in the workplace, 'horseplay' or actions in a work setting which are in clear breach of our core values.

Serious misuse of social media sites or breaches of this policy may be regarded as gross misconduct and may result in summary dismissal without notice.

Any postings or comments made to a social media network may be used in evidence, if relevant, in a disciplinary hearing.

All staff are expected to comply with this policy at all times to protect the privacy, confidentiality, and commercial interests of our company, services, employees, partners, customers and competitors.

Your Responsibilities

Quality Care Cleaning Ltd does not object to you setting up your own personal accounts on social media sites as long as they are accessed and maintained in your own time and using your own devices.

- You must not link your personal social media accounts or blogs to the Company's website or that of any of our clients. You may update your 'occupation' or 'current employer' field on your personal details section to reflect your employment at Quality Care Cleaning Ltd, but you must not include the name of any of our affiliated suppliers or clients such as your place of work.
- You must not use or disclose any information deemed to be commercially sensitive for the Company, for example, tenders for work, losing contracts, client names, breach copyright or defame Quality Care Cleaning Ltd, our clients or suppliers; either expressly by name or through implication.
- You are expected to positively contribute to our core values; safe working, team work, high standards and customer service. Posting pictures or comments making reference to or implying the Company or its affiliates and could reasonably be considered to go against our core values will be treated as potential misconduct and investigated accordingly.
- You must not post personal details or information about any individual connected to Quality Care Cleaning which may breach the Data Protection Act.
- You must not post comments or opinions which could be considered abusive or insulting to employees, suppliers, Clients, or Customers of Quality Care Cleaning.
- You must take reasonable steps to prevent being included or 'tagged' in photos or comments that are uploaded which are either; taken at a client's site; wearing your Quality Care Cleaning Uniform; or associated with objects which display the Company or clients name such as building signage or company vehicles. If you become aware of such photos appearing on social media site you must report this to Head Office immediately who will contact the owner of the social media account.
- Individuals whose job role requires them to use their personal social media account for work purposes, such as marketing or networking to create new business leads, need to obtain permission from the Managing Director before linking their account to Quality Care Cleaning in any way.

Privacy

Social media sites offer no guarantee that posts made with a private setting cannot be re-shared or re-tweeted to the wider world, in a more public setting.

This social media policy covers all posts or comments made by an employee regardless of the privacy setting selected when the original post or comment was made.

Quality Care Cleaning will not accept any defence or excuse from an employee claiming that they made a private post or comment and did not intend for it to be shared with the public.

Considerations when posting

When determining if a post has breached this policy, the investigating panel will consider any impact to employees, suppliers, clients or third parties associated with the Company as a result of the post.

When investigating if a post breaches this policy, the Company will look at the context of the post rather than take the words or pictures in isolation.

Bullying and Harassment

It should be noted that the Company's Bullying and Harassment Policy covers activity on social media sites.

Anyone employee who feels they have been victimised, bullied, harassed or discriminated against through social media networks should take screen captures of the offending posts.

Whistle blowing

Employees are reminded that social media platforms are not considered an appropriate method of 'blowing the whistle' to raise awareness of practices at either Quality Care Cleaning Ltd or any of its affiliates.

For more information on our whistle blowing policy please refer to our staff handbook for guidance on the correct procedure to raise awareness of a situation.

18) SMOKING POLICY

This policy is intended to:

- Protect everyone against the effects of second-hand smoke
- Promote health in the workforce
- Support those people who would like to stop smoking

Smoking is only allowed in designated areas.

Do not smoke immediately outside any work place. This applies to staff, visitors and contractors.

Smoking is not allowed in any Company vehicle at any time.

Smoking in a no smoking area is a **serious disciplinary offence**.

Policy implementation

This policy is intended to benefit all employees and visitors and all employees are responsible for its continued implementation. Overall responsibility for ensuring the policy is implemented, monitored and reviewed rests with the Directors of the Company. Information on the policy will be

- circulated to all staff
- provided to all new employees;
- included in the Health & Safety Policy
- included in the Staff Handbook

Signs will be put up where necessary to inform visitors.

Enforcement of the policy

In the unlikely event of a member of staff not respecting the policy, their manager will attempt to resolve the situation informally in the first instance. Ultimately, repeated breaches of the policy will result in disciplinary procedures.

Review of the policy

A formal review of the policy will take place every year.

19) ALCOHOL & DRUGS POLICY

These rules aim to promote a responsible attitude to drink and drugs. In relation to drugs, these rules apply to those that are unlawful under the criminal law and not to prescribed medication.

Prohibition on alcohol and drug consumption in the workplace

No alcohol or drugs must be brought onto or consumed on Company or client premises at any time. Staff must never drink alcohol or take drugs if they are required to drive private or Company vehicles on Company business. Staff must also not drink alcohol or take drugs when they are on operational standby or on call.

Employees representing the Company at business/client functions or conferences or attending Company organised social events outside normal working hours are expected to be moderate if drinking alcohol and to take specific action to ensure they are well within the legal limits if they are driving. They are prohibited from taking drugs on those occasions.

Social drinking after normal working hours and away from the Company's or client premises is, of course, generally a personal matter and does not directly concern the Company. The Company's concern only arises when, because of the pattern or amount of drink involved, the employee's attendance, work performance or conduct at work deteriorates.

A breach of these provisions is a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct and could result in the employee's summary dismissal.

It is strictly forbidden to consume alcohol or illegal drugs while at work. If you do, we will invoke the disciplinary procedure.

The use of alcohol and drugs, as well as being damaging to your health may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

Alcohol and drug related misconduct

Whilst these rules are aimed at assisting employees with alcohol or drug problems, action will nevertheless be taken under the Company's disciplinary procedure if misconduct takes place at work as a result of drinking or taking drugs, or if an employee is found to be under the influence of alcohol or drugs whilst at work. Even a small amount of alcohol can affect work performance and, if an employee is found under the influence of alcohol whilst at work, there could be serious health and safety consequences. The same applies to being under the influence of drugs. Incapacity or misconduct caused by an excess of alcohol or drugs at work is a potential gross misconduct offence under the Company's disciplinary procedure and the employee is therefore liable to be summarily dismissed. This also applies to any employee believed to be buying or selling drugs or in possession of or taking drugs on the Company's premises.

The Company reserves the right in any of these circumstances to arrange for the employee to be escorted from the Company's premises immediately and sent home without pay for the rest of the day or shift.

Alcohol and drug testing

On the grounds of protecting health and safety and only where necessary to achieve a legitimate business aim, the Company reserves the right to carry out random alcohol and drug screening tests on those employees in the workplace whose activities and job duties have a significant impact on the health and safety of others. If an employee receives a positive test result, this will be viewed as a potential gross misconduct offence and renders the employee liable to summary dismissal in accordance with the Company's disciplinary procedure. Unreasonable refusal to submit to an alcohol or drug-screening test will also be dealt with through the disciplinary procedure.

20) QUALITY POLICY

Quality Care Cleaning Ltd (the 'Organisation') aims to provide defect free services to its customers on time and within budget.

The Organisation operates a Quality Management System that has gained BS EN ISO 9001: 2008 certification, including aspects specific to the commercial cleaning industry.

- 1) The management of Quality Care Cleaning Ltd is committed to:
- 2) Develop and improve the Quality Management System
- 3) Continually improve the effectiveness of the Quality Management System
- 4) The enhancement of customer satisfaction.

The management of Quality Care Cleaning Ltd has a continuing commitment to:

- 1) Ensure that customer needs and expectations are determined and fulfilled with the aim of achieving customer satisfaction
- 2) Communicate throughout the Organisation the importance of meeting customer needs and legal requirements
- 3) Establish the Quality Policy and its objectives
- 4) Conduct Management Reviews of the effectiveness of the implementation of the Quality Management System
- 5) Ensure the availability of resources.

The structure of the Quality Management System is defined in the Quality Manual.

All personnel understand the requirements of this Quality Policy and abide with the contents of the Quality Manual.

In addition to all English and EEC legislation and regulations Quality Care Cleaning Ltd complies with all legislation specifically related to the supply of commercial cleaning services.

Quality Care Cleaning Ltd constantly monitors its quality performance and implements improvements when appropriate.

This Quality Policy is regularly reviewed in order to ensure its continuing suitability.

Signed



Date: 4th August 2022

Managing Director

21) BRIBERY POLICY

Quality Care Cleaning Ltd is committed to applying the highest standards of ethical conduct and integrity in its business activities. Every employee and individual acting on the Company's behalf is responsible for conducting Company business honestly and professionally.

Quality Care Cleaning Ltd does not tolerate any form of bribery by, or of, its employees or any persons or companies acting for it or on its behalf. The Board and Senior Management are committed to implementing and enforcing effective systems to prevent, monitor and eliminate bribery, in accordance with the Bribery Act 2010. The Bribery Policy is reviewed annually to ensure its' continued suitability and relevance.

Signed



Date: 4th August 2022

Managing Director

22) CCTV MONITORING

The Company may, at its discretion, install CCTV in any areas of its property. Similarly, many of our client's sites to which our staffs are assigned are also subject to closed circuit television monitoring. CCTV monitoring may be in use for a variety of reasons, for example:

- for your security and wellbeing as well as that of all persons, including visitors, to the site in question,
- recording evidence of business transactions,
- ensuring compliance with regulatory or self-regulatory guidelines,

- maintaining the effective operation of the employer's systems,
- monitoring standards of training and service,
- preventing or detecting criminal activity,
- preventing the unauthorised use of the equipment/systems etc.

This type of monitoring does not require an employee's specific consent first being obtained; however, it is a precondition of your employment that you accept the monitoring and recording of all activities including yours whilst at work.

CCTV images may be stored on a computer for such period as may be required by the Company or by its client at the site(s) where you are working. It will be deemed a serious disciplinary matter for anyone, except authorised personnel, to adjust or alter or interfere with any setting or function of any CCTV equipment.

It is recognised that members of staff may have concerns or complaints about the operation of a CCTV system. Any complaint should be addressed in the first instant to the Managing Director of Quality Care Cleaning Ltd.