



COVERGUARD

# EMPLOYEE HANDBOOK

A white Ford van is shown from a low angle, focusing on the front hood. The CoverGuard logo and name are printed in large, bold letters. The logo is a stylized 'G' inside a circle, with the 'G' in gold and the circle in black. Below the logo, the word 'COVERGUARD' is written in a bold, sans-serif font. The 'COVER' part is in black, and the 'GUARD' part is in gold. A small Ford logo is visible on the front of the van.

COVERGUARD



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## **1. STATUS AND PURPOSE OF THE EMPLOYMENT HANDBOOK**

This employee handbook has been produced to enable you to familiarise yourself with the Coverguard Services Limited (Coverguard) and how it operates. The purpose of the employee handbook is to outline the Company's policies, practices and procedures and to set out a framework that will provide for fairness, equality and consistency. By accepting employment with the Company, you are deemed to have undertaken to comply with such policies, practices and procedures.

Coverguard reserves the right to change, amend, revise or withdraw the contents of this handbook from time to time, to reflect changes in employment legislation, other areas of business practice and commercial life. Employees will be consulted on contractual matters in advance of their introduction.

## **2. TERMS AND CONDITIONS OF EMPLOYMENT**

You are employed on the contractual terms and conditions set out in your offer letter and/or individual contract of employment, some of which are replicated in this handbook. You will be fully consulted in advance with regard to any proposed alterations in the contract of employment and notified in writing within four weeks of any change being effective.

## **3. STANDARD OF CONDUCT**

During your employment, you will represent Coverguard and you should act in its best interests at all times. The standard of conduct expected is that which promotes good relations between Coverguard, its Clients and suppliers; encourages the efficient and safe performance of work and good working relations with fellow employees. You must comply with all legislation and common law requirements affecting your work.

## 4. PROBATIONARY PERIOD

All offers of employment are subject to a probationary period of three months, during which time your performance and conduct will be monitored and appraised.

The minimum notice period during the probationary period will be one week.

Towards the end of your probationary period, a review meeting will take place with you to discuss your performance. The outcome of the review meeting will be one of the following:

- If your performance is in line with the standard expected, employment will be confirmed in writing;
- If your performance is not in line with the standard expected and further time is required to determine suitability for the role, the probationary period will be extended and this will be confirmed in writing to you. In these circumstances, an action plan will be agreed to address the shortcomings in performance and a review date stated. Probation is not normally extended more than once;
- If performance is below the standard expected and further time is not considered to be appropriate, employment will be terminated in line with the statutory disciplinary and dismissal procedures and the reasons will be notified in writing to you.

On successful completion of probationary employment, your notice period will increase to the period specified in your contract of employment.

## 5. UNIFORM

The standard uniform for security work is a white collared shirt, black, black trousers and either a blazer or suit jacket, whichever is appropriate. All uniform must be in a good presentable condition. All staff must provide their own appropriate footwear, except for a construction site guards, where the necessary PPE will be provided by us.

For events, a black Coverguard polo shirt will be loaned to employees for the duration of the event. This must be returned at the end of the event.

## 6. WORKING HOURS

Your specific working pattern may vary and will be set out in your offer letter or by subsequent agreement in writing. Your agreed working hours are to be regarded as the time of starting and finishing work and not as arrival and departure times.

You are expected to be ready to start work at your place of work by the normal starting time. Persistent or repeated lateness is regarded as misconduct. If you arrive for work after the normal starting time you must provide an explanation to the Ops Director or other appointed member of Coverguard Management. Unauthorised absence from work without a reasonable explanation will be unpaid and may be grounds for disciplinary action.

The Working Time Regulations provide that average working time, including overtime, must not exceed 48 hours for each seven day period (to be averaged over a period of

17 weeks) unless you agree that this provision should not apply to your employment. Our contract of employment asks you to opt out of this arrangement. Should you wish to opt back in, you have the option to provide three months notice to do so. Coverguard will monitor your working time, in accordance with the requirements of the Working Time Regulations, to ensure that your health and safety are protected. If you have any concerns about the number of hours you are working, this should be raised with the Ops Director in the first instance, on a confidential basis, who will take whatever steps are necessary to address the situation. Should you remain concerned, you have the option to use the Company's grievance procedure.

All timesheets, unless otherwise advised, should be signed off by the Client at the end of each shift.

## 7. EXTERNAL EMPLOYMENT

It is a contractual obligation that full time employees devote their whole time, skill and attention during working hours to their employment with the Company and not undertake any conflicting form of paid employment during or outside their normal working hours. Where there is no conflict of interest with employment by Coverguard, unpaid work or work with a charity, educational, welfare or similar organisation may be allowed. This must be declared to the Managing Director and authorised prior to commencement of any work or acceptance of any other role.

## 8. SICKNESS ABSENCE

### Absence Notification

Sickness notification is a contractual obligation and, whilst individual cases will be viewed sympathetically on their merits, failure to conform with sickness procedures may lead to the withholding of salary and benefits and disciplinary action being taken.

If you are unable to attend for work for any reason, you must inform the Operations Director within 12 hours of your shift or normal working day commencing, in order that cover arrangements can be made. You should advise the Operations Director where possible of the nature of the illness or injury and the expected duration. Leaving text or voicemail messages is not acceptable.

You should keep in regular contact where possible with Management during the period of absence and take reasonable steps to return to work as soon as possible.

For absences under seven consecutive calendar days, on your return to work you should complete a self certification form setting out the nature of your illness or injury. This should be completed as soon as you return to work and once authorised, sent to Coverguard's registered address.

For absences extending beyond seven days, a doctor's certificate (Fit Note) must be produced on the 8th day, and weekly thereafter, and sent to Coverguard Services' registered address.

Where you are absent from work for any reason, we may ask you to undergo, at our request and expense, a medical examination by a qualified doctor or occupational health specialist appointed by us.

### **Sick Pay**

Statutory Sick Pay will only be paid if the notification procedures have been followed. Other than Statutory Sick Pay, pay during an absence due to sickness or injury is solely at the discretion of Coverguard Services.

If you are ill during a period of annual leave, you may request to reschedule the annual leave and to claim the absence as sick leave. This is intended to cover those occasions where illness genuinely prevents you from benefiting from your annual leave. You should liaise with Management to reschedule your annual leave and you should provide reasonable evidence of illness to the Operations Director.

### **Unauthorised Absence**

If you are absent from work and have not complied with the sickness and absence procedures and informed the relevant parties of the reason for your absence, disciplinary action may be taken and this period may be unpaid.



## 9. ROUTINE MEDICAL & DENTAL APPOINTMENTS

You must provide your manager with as much notice as is reasonably possible in the circumstances should you wish to take time off to attend your doctor or dentist or a hospital appointment.

### Doctor and Dentist Appointments

You are expected wherever possible to arrange medical appointments outside your normal working hours. Appointments should be arranged causing least disruption to the day i.e. before 10.00am or after 4.30pm. If, due to the nature of the condition this is not possible, the matter should be discussed in confidence with the Operations Director and the agreed time should be made up, where appropriate. If you do not notify your us, any absence will be treated as unauthorised absence and appropriate action taken. Within reason, pay will not be deducted for such absences. However, where such absences are not explained or become numerous and protracted, the Company reserves the right to adjust pay accordingly.

### Hospital Appointments

The Company will allow you to take the necessary time off to attend a hospital appointment. However, any abuse of the system or failure to provide the necessary documentation (ie. hospital appointment card or letter) will result in you having to make up the time or being unpaid for the appointment.

## 10. HOLIDAY AND OTHER LEAVE

### Annual Leave and Public Holidays

The current holiday year runs from 1 January to 31 December annually. As a policy, the Company expects individuals to take a minimum of 5 - 6 weeks holiday per year (including Public and Bank Holidays) and strongly encourages all employees to take their full holiday entitlement during the period to which it relates. A minimum of one week's notice is required, using the appropriate 'Holiday Form' prior to taking the holiday. This is needed in order to arrange for cover during your absence. Where for exceptional reasons individuals have not been able to take their full entitlement "in year", employees will be allowed to carry forward a maximum of 5 days paid holiday, to be used by no later

than 30 April of the following year. Other than as stated, the holiday policy is based on "use it or lose it" and no carry forward or payment will be made for any unused holiday in excess of that 5 days.

New employees will be entitled to a proportionate amount of the total paid annual leave entitlement by reference to service during the remainder of the holiday year, plus any public holidays that occur after the date of joining. During the probationary period, new employees should not expect to take more than their pro-rated entitlement, to a maximum of five days.

Part time employees will be entitled to a pro-rata amount of paid annual leave in line with HMRC guidelines. Such employees will also be entitled to a similar pro-rata allocation in respect of Bank Holidays, based on the proportion of full-time equivalent hours worked and not on the particular days.

On leaving employment with Coverguard Services your entitlement to payment in lieu of accrued but untaken holiday will be calculated in a similar manner. If you have taken holidays in excess of your entitlement at the date of leaving, you will be informed and a deduction will be made from your final gross salary.

## 11. COMPASSIONATE LEAVE

Compassionate leave will normally be granted in appropriate cases such as:

- Death of an immediate family member (eg. parent, spouse, child).
- Death of a more distant relative (eg. grandparent, uncle, aunt).
- Death of a friend – unpaid leave for funeral attendance
- Prior approval for such leave must be obtained from the Operations Director. In appropriate cases (i.e. death or serious illness in your immediate family), sympathetic consideration will be given to extra leave of absence

## 12. EMERGENCY TIME OFF FOR DEPENDENTS

All employees with dependants have the right to take unpaid time off to deal with certain unexpected situations or emergencies and to make any necessary longer term arrangements.

The definition of a dependant is a:

- Husband or wife;
- Partner;
- Child;
- Parent;
- Someone else who lives with you as part of the family and relies on you for support, but not a lodger, friend or neighbour.

Examples of unexpected situations or emergencies include:

- A dependant who falls ill, or has been injured or assaulted;
- A dependant who is having a baby;
- There is an unexpected disruption or breakdown of care arrangements;
- There is an unexpected incident involving the employee's child during school hours.

The amount of time off agreed will be enough to deal with the immediate crisis. For most cases, one or two days will be sufficient to deal with the problem. Requests for longer periods of time will be need to be approved by the Operations Director.

When you know in advance that you are going to need time off, alternative types of leave should be sought eg. annual leave or parental leave.

If you require time off to deal with an emergency or unexpected event involving a dependant, whilst you are at work, you should approach the Operations Director, as soon as is practicable, the reason for your absence and how long you expect to be away from work.

This leave is unpaid.

## **13. DATA PROTECTION**

All of our procedures are designed to meet the requirements of the Data Protection Act 1998 (DPA). The Company holds information about employees for the following purposes:

- Recruitment, appraisals, development planning and training
- Salary and benefits administration
- Compliance with the requirements of regulatory bodies
- Compliance with employment legislation
- Maintaining contact details in case of emergency

All personal information is held securely and only made available to Management whom such information is necessary as part of the business. In addition, information may be made available in response to requests from third parties (such as banks and mortgage providers) if you consent to such disclosure.

Under the DPA you have the right to access the personal data held by Coverguard

Services and know for what purposes it is used.

## **14. INFORMATION TECHNOLOGY AND COMMUNICATIONS POLICY**

If you are required to use a clients computer equipment or other electronic communications systems as part of your role, you must comply with the client's policy on computer usage.

The improper use of electronic communications systems and equipment can pose a threat to a client's confidential and proprietary information and it's reputation. It can also jeopardise their legal obligations.

A breach of a client's computer usage policy may result in disciplinary action up to and including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours and regardless of whether the client's equipment or facilities are used for the purpose of committing the breach. Any member of staff suspected of committing a breach of this policy will be

required to co-operate with an investigation, which may involve handing over relevant passwords and log in details.

### **Systems and Data Security**

Coverguard places great emphasis on the need to maintain the integrity of its computer systems and data. It is Coverguard's policy to comply with all statutory requirements and Coverguard's rules from time to time in force relating to the operation of its electronic communication systems and computer equipment.

You are only permitted to operate the electronic communications systems and computer equipment operated by Coverguard to the extent required for the proper performance of your duties.

You are not permitted to modify or adapt in any way the electronic communications systems and computer equipment operated by Coverguard without prior authorisation. You should not

download or install software from external sources, or attach any external devices or equipment (such as USB sticks) to the system or equipment, without prior authorisation from Management. You should not run any programs, software or other media which have not been supplied by the Company, or approved in advance by Management.

Software issued by Coverguard for use by its staff is licensed solely to Coverguard and it is illegal to make unauthorised copies of any such software. Any unauthorised copying is likely to result in summary dismissal.

You should not attempt to gain access to restricted areas of Coverguard's electronic communications systems and computer equipment, or to any password-protected information, unless you are specifically authorised to do so by Management. Any unauthorised access will be treated as a disciplinary matter and may result in disciplinary action up to and including summary dismissal.

Coverguard electronic communications systems and computer equipment contain information of a confidential and proprietary nature that is highly valuable to the business. You must not disclose data held on Coverguard electronic communications systems and computer equipment to third parties other than in the proper performance of your duties.

## **15. USE OF PHONES**

With the exception of urgent messages to and from family or friends in cases of emergency, personal phone usage must be minimal.

## **16. SOCIAL MEDIA POLICY**

This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Wikipedia, all other social networking sites, and all other internet postings, including blogs. It applies to the use of social media for both business and personal purposes, whether during office hours or otherwise. The policy applies regardless of whether the social media is accessed using Coverguard's electronic communications systems and computer equipment, or equipment belonging to

members of staff.

Staff may be required to remove internet postings which are deemed to constitute a breach of the Company's policies. Failure to comply with such a request may in itself result in disciplinary action.

Social media should never be used in a way that breaches any of Coverguard's other policies. Action taken in the social media environment is likely to result in disciplinary action if it would have constituted a breach any of the Company's other policies if taken outside of the social media environment. For example, employees are prohibited from using social media where to do so would:

- breach any obligations they may have relating to confidentiality;
- breach the Company's disciplinary Rules;
- defame or disparage the Company or its customers, Clients, suppliers, or other stakeholders;
- harass or bully other staff or third parties in any way;
- unlawfully discriminate against other staff or third parties in any way

- breach the Company's Data Protection policy (for example, by disclosing personal information about a colleague online);
- breach any other laws or ethical standards (for example, by using social media in a false or misleading way, such as by claiming to be someone else or by making misleading statements).

Staff must not post disparaging or defamatory statements in a social media environment regarding:

- the Company;
- its Staff;
- its Clients;
- its suppliers or vendors; or
- other affiliates and stakeholders.

Staff should keep in mind that disparaging or defamatory statements made after they have left the Company may still give rise to liability and claims.

Staff should also avoid social media communications that might be misconstrued in a way that could damage the Company's business reputation, even indirectly.

## **17. BUSINESS GIFTS AND HOSPITALITY**

It is essential in performing your duties that you avoid any actual or perceived conflict of interest. Any offers of gifts made to you or which you are aware have been made to other employees in the course of their duties should be disclosed to the Operations Director.

Gifts may only be accepted if approved by the Operations Director. Breach of this may result in disciplinary action. This does not apply to any gift or benefit which is considered to be trivial or inconsequential and has a total value of less than £100.

## **18. WHISTLE BLOWING**

The Company takes malpractice and health and safety breaches very seriously and you are encouraged to raise any concerns in these areas.

Under certain circumstances, employees have legal protection if they make disclosures about their employers or client location who are responsible for a 'relevant failure'. These employees are commonly referred to as 'whistle blowers' and an example might be an employee who 'blows the whistle' on its employer to the Environment Agency for disposing toxic waste illegally. A 'relevant failure' by the Company could be:

- Committing a criminal offence
- Failing to comply with a legal obligation
- A miscarriage of justice
- Endangering the health and safety of an individual
- Environmental damage
- An act of bribery
- Concealing any information relating to the above

If you wish, you should initially contact the Operations Director before considering raising any issues outside the Company with a relevant body or authority. Any matter brought to our attention in this way will be treated confidentially as far as possible, investigated and responded to within seven days. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body.

## **19. DISCIPLINARY POLICY & PROCEDURE**

The Coverguard Services' disciplinary rules and procedures set out a framework which can be widely understood, is fair and consistent in application and is equitable to all. It is important that all employees know and understand the standards of conduct and work performance expected by the Company and also the likely consequence of failure to meet these standards.

### **Standard of Conduct**

You are expected to comply with the terms and conditions as already set out in this handbook and in particular you are expected to:



- Treat all colleagues and Clients with respect and consideration
- Attend punctually and devote the whole of your time during working hours to the Company's business;
- Observe the reasonable instructions of Coverguard and the person to whom you are directly responsible;
- Act with appropriate standards of behaviour and conduct while on Coverguard business;
- Behaviour which is upsetting or disruptive to others including the use of obscene or abusive language;
- Unauthorised use of Company property and equipment (including telephones, internet and email usage);
- Breach of the Company's IT policy;
- Failure to obey a reasonable instruction from the Operations or Managing Director or follow the Company's or the Client's rules and procedures;

### **Examples of Misconduct**

The following is a list of issues which may be subject to disciplinary proceedings. It should be noted that this is not an exhaustive or exclusive list.

- Refusal or neglect in observing health and safety requirements as set out in the Company's Health and Safety policy;
- Revocation of your SIA licence (were appropriate)
- Unreasonable and/or unexplained absences from work;
- Abuse of the sick leave procedures;
- Poor timekeeping;
- Serious incapability whilst at work brought about by alcohol or illegal drugs;
- If your role involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- An unsatisfactory sickness record;
- Breach of confidentiality (subject to the Public Interest (Disclosure) Act 1998).

## Principles

Cases of minor misconduct will normally be dealt with informally. In situations where matters are more serious or where an informal approach has been tried but is not working, then formal action will be taken.

No disciplinary action will be taken against an employee (for the avoidance of doubt not including suspension from duties) until a full investigation has taken place and evidence collected.

Where practicable, in misconduct cases, different people will carry out the investigation, the disciplinary hearing and any appeal hearing.

Prior to any stage of formal disciplinary action, the employee will be advised in writing of what is alleged, details of the meeting arrangements and details of their right to be accompanied. Copies of any documents to be referred to at the meeting will be provided.

At the meeting, the nature of the complaint will be explained to the employee and the evidence will be reviewed. The employee will have the opportunity to state their case and answer any allegations before a decision is made.

Relevant witnesses may be called by either party.

Following the meeting, a decision will be made on whether disciplinary action is justified and if so, what form it should take, in line with the procedure.

The employee will have the right to appeal against any disciplinary action.

All disciplinary warnings will include the period over which the warning will be enforced and the consequences of failure to improve as required.

The procedure may be implemented at any stage if the employee's alleged misconduct warrants this.

No employee will be dismissed for a first breach of discipline except in a case of gross misconduct, when dismissal will be without notice.

## **Disciplinary Procedure**

### **Informal Disciplinary**

#### **Action: Verbal Warning**

In a case of minor misconduct, or where unsatisfactory work performance is taking place, it may be appropriate to issue an informal verbal warning. The nature of the complaint will be discussed with the employee and the employee will be given the opportunity to state their case. Although a record of the meeting will be kept, an informal verbal warning may merely be used to provide an opportunity for improvement or for the matter to be dealt with short of resorting to formal disciplinary procedures. Minor complaints dealt with informally in this manner may well go no further. However, if the Operations Director considers that the issue is sufficiently serious to warrant further formal disciplinary action, this will be explained to the employee and a separate formal meeting will be convened.

### **Stage One –**

#### **Formal Disciplinary**

#### **Action:**

#### **First Written Warning**

Following a formal meeting, if misconduct is confirmed, the employee will receive a written warning setting out the nature of the misconduct and the change in behaviour required. This represents part of the formal disciplinary process and if there is any repeat of such behaviour this could lead to a final written warning and ultimately dismissal. A copy of the warning will be kept on the personnel file but will normally be disregarded for disciplinary purposes after a period of six months.

## **Stage Two - Final Written Warning**

Where there is failure to improve or change behaviour in the timescale set at the first formal stage, or where the offence is sufficiently serious, a final written warning will be issued. The final written warning will give details of and grounds of the complaint. It will state that failure to improve or modify behaviour may lead to dismissal. The final written warning will normally be disregarded for disciplinary purposes after twelve months.

## **Stage Three - Dismissal**

In the event that the outcome, following the above formal disciplinary procedures, is your dismissal from employment with Coverguard Services, you will be informed in writing of the basis for that decision, the date on which the employment contract will terminate and the appropriate period of notice.

## **Right of Appeal**

All formal disciplinary action including dismissal will include a right of appeal with the name of the person to whom an appeal should be lodged.

Appeals must be made in writing within five working days from the date of receipt of written confirmation of a warning or date of dismissal. The grounds on which an appeal may be made include:

- perceived unfairness of the judgement;
- the severity of the penalty;
- new evidence coming to light;
- any procedural irregularity.

The appeal will be heard within ten working days of the date of receipt of the written notice of the appeal. The appeal can take the form of either a review of the decision or a rehearing. The decision of the appeal is final and will be communicated in writing no later than ten working days after the appeal.

An employee has the right to be accompanied to any appeal hearing.

Where an appeal against dismissal is not upheld, the effective date of termination shall be the date when the original dismissal took place.

## **Suspension Pending Disciplinary Hearing**

Depending on the circumstances and nature of the allegations, the Company reserves the right to suspend an employee on full pay during any disciplinary investigations. Examples where suspension may be necessary are where relationships have broken down, in gross misconduct cases or where there are risks to an employee's or the Company's property or responsibilities to other parties.

The employee will be notified verbally and in writing of the reasons for any such decision. Suspension is not considered a disciplinary action. During any period of suspension, the employee should not attend their place of work other than for the purpose of attending disciplinary proceedings. The employee should not contact any other employees, supplier or Client of the Company except their representative in any disciplinary proceedings, without the Company's consent.

## **Gross Misconduct and Summary Dismissal**

In exceptional circumstances it may be necessary to dismiss without notice due to an act of gross misconduct or a serious breach of the terms and conditions of employment. Possible circumstances which might lead to summary dismissal include (not exclusively):

- Violent or threatening behaviour including inflicting or attempting to inflict bodily injury to another person whilst on the Company's premises or whilst acting in the course of employment;
- Gross incompetence in carrying out duties;
- Causing loss, damage or injury through serious negligence;
- Sleeping whilst on duty;
- Theft, fraud, deliberate falsification of documents, deceit or dishonesty in the course of duties or otherwise;
- Conviction of a criminal offence;
- Wilful damage to and/or misuse of the Company's or Client's property;

- Insubordination, insolence, the refusal to carry out reasonable instructions or any other act of improper behaviour;
- Offensive conduct towards a Client, Client's staff or member of Coverguard Services;
- Being seriously incapacitated through the abuse of alcohol or drugs or being in possession of illegal or controlled drugs (other than those prescribed by a doctor for medical reasons), or supplying or attempting to supply the same;
- Unauthorised absence;
- Harassment/bullying or any other serious incident(s) of discrimination;
- Deliberately misusing or disclosing the Company's confidential information without permission and in breach of obligations of confidentiality;
- Serious breach of the Company's IT policy;
- Serious breach of health and safety rules;
- Knowingly acting in breach of statutory rules and regulations applicable to employment.

## **20. GRIEVANCE PROCEDURE**

It is expected that most workplace issues will be dealt with satisfactorily through the day to day working relationship between you and your manager.

The purpose of the grievance procedure is to provide a framework for dealing with problems which have not been resolved through the normal working relationship. The procedure will apply to all employees and will cover all cases where you wish to raise a particular grievance in connection with your employment.

### **Informal Action**

If you have a grievance regarding any matter affecting your employment, you should raise the matter in the first instance informally with the Operations Director. During any informal discussion you may be accompanied by a work colleague if you wish and you will be given the opportunity to fully discuss your grievance. A record of the facts of the discussion will be made and provided to you and a copy retained on your personnel file.

## Formal Action

If the matter is not resolved informally, you should write to the Operations Director setting out the nature of the grievance. The matter will be investigated and a meeting arranged as soon as possible.

You have the right to be accompanied to the meeting by a work colleague. You will be given an opportunity to explain your grievance and how you think it should be resolved. You will be informed in writing of the outcome normally within five working days of the grievance meeting or as is reasonably practicable.

## Appeal

If you remain dissatisfied with the decision, you should write to the person named in the written response to your grievance within five working days stating your grounds of appeal.

You will be invited in writing to an appeal hearing within a reasonable timescale, at which you have the right to be accompanied. As far as reasonably practicable the appeal will be heard by a more senior manager than the one who dealt with the original grievance.

You will receive a decision on your grievance normally within five working days of the meeting and copies of all documentation will be placed on your personnel file. The decision at the appeal hearing will be the final ruling.

## 21. DRUGS AND ALCOHOL MISUSE POLICY

Coverguard is committed to safeguarding the health, safety and welfare of all its employees. Alcohol and drug consumption and dependency affects individual health and work performance in terms of safety, efficiency, productivity and attendance. In addition, it can have a detrimental effect on colleagues and dependants. Coverguard recognises the need to take measures to address the issue of alcohol and drugs in the workplace. This policy has been developed to protect the health and safety of employees and to comply with relevant legislation (Health and Safety at Work etc. Act 1974 and Misuse of Drugs Act 1971).

Accordingly, this policy involves two approaches:

- Providing reasonable assistance to an employee with an alcohol or drug abuse problem who is willing to co-operate in treatment for that problem;

- Disciplinary rules, enforced through the Company's disciplinary procedure, where use of alcohol or drugs affects performance or behaviour at work.

For the purposes of this Policy:

An 'alcohol-related problem' is defined as any consumption of alcohol which interferes with a employee's health, safety, welfare and performance in any aspect of their employment.

'Drugs' are defined as illegal substances, prescribed and over-the-counter medications. A 'drug-related problem' is defined as any use of drugs, or substances which in themselves are legal but may be subject to abuse such as glue or solvents, which interferes with an employee's health, safety, welfare and performance in any aspect of their employment. Many prescribed and over-the-counter medications can impair individual performance. Individuals have a responsibility for reading the advice supplied with their medicines and seeking medical advice where appropriate.



## Employees' Responsibilities

All employees are required to be aware of and comply with this Policy to ensure that their performance or ability to carry out their activities at work safely and competently is not impaired in any way. All employees should observe the following, and note that failure to do so may result in disciplinary action being taken:

- Employees must not present themselves for work under the influence of alcohol or drugs so that their performance or ability to carry out their duties at work safely and competently is impaired in any way;
- the use of alcohol or drugs during normal working hours or at any time on the Company's premises is prohibited;
- this Policy covers travel to and from work if it could reasonably be implied that alcohol or drugs were present outside the prescribed limits during normal working hours;
- when representing Coverguard outside normal working hours, employees are expected to take a responsible attitude to alcohol and drugs. Employees should bear in mind that they are representing the Company and must not do anything to jeopardise its reputation.

Although every effort will be made to support an individual through treatment and advice, disciplinary procedures may be invoked in appropriate circumstances.

Should it transpire that the employee's unsatisfactory attendance or work performance is related to an alcohol or drug related problem, he or she will be advised to seek assistance either by a self referral or Management referral to an appropriate external agency.

## **Misconduct Relating to Drug or Alcohol Abuse**

Misconduct related to consumption of alcohol or drugs is normally dealt with under the Company's disciplinary procedure and acts of gross misconduct may result in summary dismissal.

In circumstances of misconduct of this nature, if the employee is thought to be unfit for work, he or she may be suspended from their duties whilst any investigations take place, and/or to minimise danger to himself or herself, or to other employees and/or Clients.

Employees whose alcohol or drug-related problem comes to light in the course of disciplinary proceedings should be aware that the admission of dependency may be a mitigating factor but will not necessarily result in the suspension of disciplinary action. All cases will be dealt with in the light of prevailing circumstances.

## **22. CONFIDENTIALITY POLICY**

Work performed by the Company is of a highly confidential nature and should be discussed only with other members of staff involved in a particular assignment provided that such discussions are not within hearing of third parties. Any breach of this rule of confidentiality will be treated as a serious breach of the Company's disciplinary policy, warranting summary dismissal.

You must not use information in respect of a Client for your own or anyone else's personal advantage.

You must inform the Operations Director immediately you become aware of a conflict of interest between yourself and a Client or between Clients.

You must not discuss your salary, conditions and benefits with a Coverguard Client or members of staff under any circumstances as doing so will lead to a disciplinary and/or dismissal for misconduct.

## HEALTH AND SAFETY POLICY

Coverguard is committed to complying with all legal requirements of the Health and Safety at Work (HASAW) Act 1974 etc. Our policy is to provide and maintain a safe and healthy working conditions, equipment and systems of work for all our employees, and to provide such information, training and supervision as they need for this purpose. We also take seriously our responsibility for taking all reasonable steps to safeguard the health and safety of others.

### Responsibilities

Overall responsibility for implementing this policy and establishing, and monitoring health and safety arrangements lies with the Company.

All employees must take reasonable care of themselves and any other people who may be affected by their actions and comply with safety rules and practice at work. Employees must also carry out any necessary duty, which the law requires and co-operate with Coverguard to allow legal obligations to be met. Anything provided for health and safety purposes must be used properly and not misused.

Any employee discovering a health and safety problem, which they cannot correct must inform the Managing Director. Our employee's contribution is essential in achieving a safe and healthy work environment.

Risk assessments will be undertaken on an annual basis and appropriate action taken in line with Health and Safety at Work legislation.

## **First Aid**

Each Client should have a suitably stocked first-aid box available and an appointed person to take charge of first aid arrangements. If you are not First Aid trained, ensure you know who is at the Client premise and familiarise yourself with the Client's procedures.

## **Accidents**

The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995 requires that all accidents be entered in an accident book. The health and safety officer is responsible for the safekeeping of completed accident records. Certain incidents must be notified to the HSE/Local Authority.

## **Fire Safety**

Follow the safety procedures at the clients premises.

## **24. DRIVING ON COMPANY BUSINESS**

All staff who use their own vehicle to drive for any aspect of the Company's business

must ensure that they have a valid licence and 'Business Use' cover as part of their vehicle insurance policy. This can usually be obtained without any additional cost. In addition to this it is important that staff keep their vehicles in a roadworthy condition including current MOT certificate (where appropriate).

You must complete and sign the Company's Vehicle Declaration Form in order to use your own vehicle for business reasons. Mileage claims will not be reimbursed unless a completed Declaration has been received by the Operations Director.

## **25. USE OF MOBILE PHONES WHILST DRIVING**

The Road Vehicle (Construction and Use) Regulations 1986 (the Regulations) make it an offence to use a mobile telephone whilst driving.

In accordance with that legislation, any staff who, in the course of carrying out their duties, may drive during their working hours must not use their mobile telephone to either

make or receive calls read or send text messages whilst in motion or whilst in a stationary vehicle waiting to move on. All employees are reminded that the law requires them to safely park their vehicle with the engine turned off before making, receiving or returning a telephone call or send or read text messages.

## 26. COMPANY VEHICLES

Company vehicles are provided at the discretion of the Company and remain at all times the property of the Company. They are issued where it is identified that the position requires a vehicle.

Coverguard provides insurance of Company cars and the Company undertakes to meet its legal obligations relating to this. The cost of insuring additional drivers on a Company vehicle may be required to be met by the employee. The Company reserves the right to recuperate costs incurred by the Company as a result of an accident when a Company vehicle was being driven by an employee if it is found that

the accident was directly due to criminal activities or the insurance Company deems the Coverguard employee to be at fault.

Termination of an employee's driving licence by the authorities, where a vehicle is determined to be a fundamental requirement to fulfil the job role, will result in immediate termination of their employment.

Whether a Company car is permanently or temporarily allocated to an employee, they are deemed entirely responsible for its security, safety, appearance and maintenance during that time. The Company reserves the right to recover from the employee costs incurred in cases where rectification is due to misuse or abuse of the vehicle. This includes any damage that may have been incurred or valeting costs should the vehicle not be found in a fit and acceptable state during periodic inspection.

Drivers are responsible for the maintenance requirements of their vehicle.

## 27. ACCREDITATION

If your role requires you to have a valid Security Industry Authority (SIA) licence this must be produced before any employment will commence. If at any time your license is revoked or suspended, termination of your contract will be considered.

## 28. NO SMOKING POLICY

It is Coverguard's policy that all our workplaces and Client's workplaces are smoke-free (except when a facility is provided by a Client for its staff) and all employees have the right to work in a smoke free environment. All employees are personally responsible for complying with this policy.

Smoking is not permitted in any part of the Company's premises or at entrances managed, leased, or owned by the Company at any time, unless a facility is provided by the Client.

Smoking is not permitted in vehicles belonging to or leased by Coverguard's.

Employees are required to

comply with the smoking policy in force by a Client when undertaking work on their premises.

Information and support on stopping smoking can be provided for smokers.

The NHS Smoking Helpline number is **0800 169019** and their website is:

[www.givingupsmoking.co.uk](http://www.givingupsmoking.co.uk)

Any employee refusing to observe Coverguard's policy or a Client's policy by smoking in unauthorised areas will be liable to disciplinary action in line with the Coverguard disciplinary policy.

## 29. COMMISSION FOR NEW CLIENT INTRODUCTIONS

If you introduce a new Client to the Company, Coverguard may pay you a taxable commission at their discretion. For clarity, commission payments are in respect of new Client introductions and not for extra work from existing Clients.

## 30. LEAVING PROCEDURES

### Notice Periods

During your probationary period which is usually the first three months of service (unless otherwise stated in your offer letter) your notice period to terminate your employment is one week.

Following the probationary period, the notice period required to terminate your contract of employment is one week.

After five years' continuous service you will be entitled to receive 5 weeks' notice from Coverguard to terminate your employment. This will increase by one week per further complete year of service, to a maximum of twelve weeks' notice for those employees with twelve years continuous service or more.

### Resignation

Employees who resign are required to provide the relevant notice. You must give formal notice of voluntary termination of your employment in writing to the Operations Director.

### Procedure Following Resignation

The resignation will be acknowledged in writing confirming your leave date. Final salary will be calculated having reconciled holiday entitlement, and taken into account any other payments or deductions. The acknowledgement to the resignation will remind you of the clauses in your terms and conditions relating to confidentiality.

You will be required to return to the Operations Director any of the Company's or Client's property and equipment in your possession.

Arrangements will also be made to remove your IT access and disable any email accounts from the leave date.



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