

Employee Handbook



WELCOME

We are delighted to welcome you to Brightr Ltd and hope that you will enjoy your employment with our family run business.

The success of any organisation and that of its employees depends very largely on the employees themselves, and so we look to you to play your part as we shall play ours.

Building on our solid expertise within the commercial cleaning industry we aim to offer customers a reliable, and professional cleaning service, leaving them to concentrate on their business.

The values we share centre on integrity, professionalism, reliability, a desire for continuous improvement and a “can do, will do” attitude.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

EMPLOYEE HANDBOOK ISSUE & UPDATES

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DOCUMENTATION

You are required to provide proof of your right to work in the UK on your commencement of employment in accordance with the Immigration, Asylum and Nationality Act. This forms part of the recruitment and selection process.

Your right to work documents will be reviewed and your employment is subject to your continued legal right to work in the UK.

You may be required at any time to prove that you have the right to work in the UK. Failure to provide proof when requested will result in your dismissal.

You are required to provide Brighttr Ltd with your valid National Insurance Number. If you fail to do so within 3 weeks of starting work, then your employment will be terminated.

DBS Checks – Disclosure & Barring Service (Previously CRB Checks)

The role for which you are applying may require you to be DBS checked for e.g. working with children or in the health service. The level of disclosure requested will be Enhanced Level.

Having a criminal record will not necessarily bar you from working for Brighttr, it will depend on the circumstances, background, date and nature of the offence.

You are required to inform HR immediately in writing of any convictions, caution, reprimand, final warning or any other issues involving the police. This includes driving fines or convictions if it is a requirement of your job to drive a Company Vehicle.

Failure to inform HR will lead to disciplinary action being taken in accordance with Company Policy.

TUPE EMPLOYEE

TUPE (Transfer of Undertaking Protection of Employment).

TUPE regulations protect employees when contracts change to alternative providers. If you have transferred to Brighttr Ltd under TUPE we will require you to provide all the relevant starter documents, as well as complete an HR information form which will be kept on your records for payroll purposes.

As a TUPE employee all your terms of employment and rights are protected at the point of transfer. Your date of continuous employment will be reflected in your written statement of terms for Brighttr Ltd

If you have any questions or concerns with regards to TUPE please contact your line manager or HR.

PROBATIONARY PERIOD

There is a 3 months probationary period during which your work performance will be monitored and reviewed. If during this period, your performance or conduct does not meet the required standards your employment will be terminated without recourse to the Company Disciplinary Policy. You are entitled to statutory notice.

PAY

Your wages will be paid on the last working day of the month, in arrears by BACS transfer to your nominated Bank or Building Society. The Company will reserve the right to withhold payment if bank details are not supplied by the 20th of your first working month.

The Company is authorised to deduct from your pay (including holiday pay, sick pay, or commission in lieu of notice) any amounts which are owed by you to the Company. This includes any loans, excess holiday taken, expenses or overpayments.

You must declare on the HR information form if you are employed or working for another organisation as this may affect your tax coding. If you have any questions, please contact HR.

Please be advised we consider it to be a disciplinary issue to discuss you pay or terms and conditions with any other employee.

SICKNESS ABSENCE AND SSP

If you are ill or unable to attend work, you must notify your supervisor as soon as possible and no later than 3 hours before your shift starts. You should indicate the possible duration of your absence so that appropriate cover can be arranged.

Text messages are not an acceptable form of contact regarding absence, if you use text messages to report your absence it may not be recognised and you will be treated as absent without authorisation or contact. You will be subject to disciplinary procedures.

Failure to notify your supervisor or manager of your absence will be considered as absent without authority and will result in disciplinary proceedings. Where there is a bereavement in the family this will not apply.

There is no additional contractual scheme for company sick pay.

To receive SSP you must complete a self- certification form for absences of less than 7 calendar days; for absences over 7 calendar days you must produce a medical certificate signed by a doctor. Your entitlement will be in accordance with current legislation. Eligibility for SSP will be based on the lower Earnings Limit, calculated on your average gross pay over the previous 8 weeks. SSP is paid for a maximum of 28 weeks. If you do not qualify for SSP or you have received 28 weeks SSP you will receive a form SSP1 from our payroll team. This will enable you to submit a claim for any other benefits that you may be entitled to.

PENSIONS

You will be automatically enrolled into the company pension scheme NEST. All information with regards to this will be sent to you directly by them. We are unable to offer any advice with regards to your pension all queries can be raised with an independent adviser or through NEST.

HOURS

Your normal hours of work are detailed in your Written Statement of Employment which you should have received within 1 week of the commencement of your employment with Brighter Ltd. The Company reserves the right to modify your hours to meet customer requirements and you will be given reasonable notice of any changes.

Time Sheets

You must sign in when you arrive at work and sign out when you leave the building. If you are unsure of where the time sheets are kept please check the Site Log or ask your supervisor. Your wages are calculated using these time sheets.

If you deliberately falsify yours or any other employee's records it will be considered as Gross Misconduct and you will be dismissed from your employment following a full disciplinary proceeding.

If you sign out before you leave the building you will be counted as having left the premises in case of fire evacuation, please only sign out at the point you leave.

DIAL-IN SYSTEM

At some of our sites there are dial in systems using the customer telephones. If you work at one of these sites you will be asked to ring the designated number when you arrive at work and to do the same again when you leave. The calls are monitored and your wages are calculated on the hours you work based on the times of the calls.

Overtime

Some employees are eligible to work overtime and you may be required to work overtime on some occasions, according to operational needs. This does not however place any obligation on the Company to provide overtime.

Holiday Entitlement

Holiday entitlement will be in line with current legislation (pro-rata to hours/days worked per week), a maximum of 28 days inclusive of Public and Bank Holidays. Your annual leave runs from the day you commenced employment with Brighter Ltd for 12 months.

No holiday may be taken in the first 3 months of employment. If you leave within the 3 months period any accrued holiday will be paid in your final payslip. No entitlement can be carried over to the following year without prior consent from a Director.

You are required to save 3 days holiday for the Christmas and New Year period.

If you transferred to Brighter Ltd under TUPE your annual holiday may run from a different period. This will be detailed in your Written Statement of Employment.

The company reserves the right to require that holidays are taken to coincide with client shut downs, or in the case of some education establishments, only during non-term times. There will also be some sites where the taking of holiday at certain times of the year may be restricted due to operational pressure.

Holidays need to be booked on the appropriate holiday authorisation form. A copy can be found in the site log or you can ask your supervisor for one. No arrangements should be made until your holiday has been approved by your Supervisor/Manager. Holiday entitlement accrues on a month by month basis and you will only be paid for holiday that you have accrued.

You will not be required to work Public or Bank Holidays unless by prior agreement.

NOTICE

You will be required to provide 1 week notice if you have worked for less than 3 months. Once you have passed your 3 months probationary period you will be required to provide 1 month notice of termination of your employment.

CCTV

In the carrying out of your day to day duties there may be occasions when you are required to work in a place where Closed Circuit Television Cameras (CCTV) are in use. These cameras are in place primarily for the safety and security of the premises on which you are working, but they are also there to assist in providing a safe working environment for the Company's staff. There may be times when your actions, whilst working, will be recorded on CCTV. You should be aware that in certain circumstances recordings from these cameras may be used, if appropriate, as evidence in disciplinary proceedings.

If you have any concerns or queries regarding these cameras, please speak to your Supervisor/Manager or contact HR.

BAD WEATHER

In the event of you being unable to make the journey to your normal place of work as a result of snow, storms etc., telephone your supervisor/manager immediately and advise them of your absence. You will not be paid for your shift in these circumstances.

Failure to notify your supervisor/manager will result in disciplinary action.

In the event of adverse weather conditions your Supervisor/Manager will review the situation on an individual basis and decide if it is appropriate to leave early.

SMOKING

Smoking is prohibited within the Company's premises except in designated outside areas. Smoking for employees who are working on site locations is prohibited, except in designated areas. Receptacles are provided for smokers to dispose of cigarette butts and other smoking waste and should always be used.

Smoking is only permitted within your designated break and in accordance with The Working Time Regulations. You are permitted a 20-minute rest break if your working day is longer than six hours.

DRUGS & ALCOHOL

Our customers expect a safe and reliable service; drugs or alcohol abuse of any kind can slow down reactions and have a direct effect on your performance. Brighttr Ltd policy on drugs and alcohol while at work is zero tolerance. Any member of staff caught under the influence of drugs or alcohol whilst on a customer's premises will result in disciplinary proceedings.

UNIFORMS

You are required to wear your uniform at all times whilst on customer premises and you must ensure that it is kept clean and in a good repair. If a replacement uniform is required please inform your supervisor/manager. Your appearance is important and you must be presentable at all times when on customer premises.

You must ensure that good levels of personal hygiene are maintained.

If you have been issued with an identification card this must be visible at all times.

Behaviour & Conduct

Always behave in a considerate and co-operative manner at work. You are an ambassador for Brighttr Ltd and your behaviour good or bad will reflect on our reputation.

Mobile Phones

You are not permitted to use your personal mobile phones during working hours unless there is an emergency. If you have to make a personal phone call it should be in your break and made outside of the premises you are working at.

Changes to Personal Circumstances

It is your responsibility to notify Brighttr Ltd to any changes to your personal circumstances. Your supervisor/manager will provide you with the correct form to complete which will be sent to head office and held on your personnel file.

Company and Client Information

You may during the course of your employment with Brighttr have access to, or have been trusted with information regarding the Company which is confidential; you must not disclose sensitive or confidential information to any third party including customers or post any information on social media, blogs or any other form. Should you be party to any confidential information regarding our customers you must not disclose this to any third party.

Breach of confidentiality will be treated as a disciplinary offence.

FAMILY & FLEXIBILITY

MATERNITY POLICY

This policy sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth and provides details of the arrangements for antenatal care, pregnancy related illness and maternity pay.

If you have any questions or concerns relating to your maternity rights, please contact HR and arrange an informal meeting.

Notification of Pregnancy

On becoming pregnant, you should notify your line manager as soon as possible. This is important as there are health and safety considerations for the Company. By the end of the qualifying week, or as soon as reasonably practicable afterwards, the employee is required to inform the Company in writing of the following:

- The fact that you are pregnant
- Your expected week of childbirth (this means the week, starting on a Sunday, during which your midwife or doctor expects you to give birth).
- The date on which you intend to start your maternity leave

You must also provide a MAT B1 form, which is a certificate from your doctor or midwife confirming the expected week of childbirth. The form must contain the doctor's or midwife's name and registration number.

You are permitted to bring forward your maternity leave start date, provided that you advise the Company in writing at least 28 days before the new start date or, if that is not possible as soon as reasonably practicable. HR will confirm in writing your notification of leave plans, the date on which you are expected to return to work and if you are taking the full 52 weeks entitlement for maternity leave.

Time off for Antenatal Care

You will be entitled to time off work to attend antenatal appointments as advised by your doctor or midwife or registered health visitor. If requested to do so you should be able to produce evidence of your appointment, such as a medical certificate or appointment card. We appreciate early notification of any appointments that you are attending.

Health & Safety

The Company has a duty to take care of the health & safety of all employees. We are required to carry out a risk assessment in the workplace for women that are pregnant or who have recently given birth. We will provide you with information as to any risk identified in the assessment. If the risk reveals that you would be exposed to health hazards in carrying out your normal job duties, the Company will take such steps as reasonably possible to avoid those risks. In some cases this may mean offering you alternative work (if available) on terms and conditions that are not substantially less favourable.

If it is not possible for the Company to alter your working conditions to remove risks to your health and there is no suitable alternative work available on a temporary basis, the

Company may suspend you from work on maternity grounds until such time as there is no longer any risk to your health. If you are suspended in these circumstances, your employment will continue during the period of the suspension and it does not impact your statutory or contractual employments and maternity rights. You will be entitled to your normal salary and contractual benefits during the period of suspension, unless you have reasonable refused an offer of suitable alternative employment.

Sickness absence

If you are absent from work during pregnancy owing to sickness, you will receive normal statutory or contractual sick pay in the same manner as you would during any other sickness absence, provided that you have not yet begun ordinary maternity leave.

If, however, you are absent from work due to a pregnancy-related illness after the beginning of the fourth week before your expected week of childbirth, your maternity leave will start automatically.

If you are absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, you must notify the Company in writing of this as soon as reasonably practicable.

All pregnant employees are entitled to take up to 26 weeks' ordinary maternity leave and up to 26 weeks' additional maternity leave, making a total of 52 weeks. This is regardless of the number of hours they work or their length of service. Additional maternity leave begins on the day after ordinary maternity leave ends.

Ordinary maternity leave can start at any time after the beginning of the 11th week before the employee's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- The employee's chosen start date;
- The day after the employee gives birth; or
- The day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

If you give birth before your maternity leave was due to start, you must notify the Company in writing of the date of the birth as soon as reasonably practicable.

The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of a child.

Ordinary Maternity Leave

During the period of ordinary maternity leave, your contract of employment continues in force and you are entitled to receive all contractual benefits, except for salary. Contractual annual leave entitlement will continue to accrue; and pension contributions (once the Company has implemented a Stakeholder Pension Scheme) will continue to be made provided that you are receiving statutory maternity pay (SMP).

Your contributions will be based on actual pay, while employer contributions will be based on the salary that you would have received had you not gone on maternity leave.

Salary will be replaced by SMP if you are eligible to receive it.

You are encouraged to take any outstanding annual leave due to you before the commencement of ordinary maternity leave. You are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during maternity leave; you should take the full year's entitlement before starting your maternity leave.

Additional Maternity Leave

During the period of additional maternity leave, your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for salary. Contractual annual leave entitlement will continue to accrue.

Salary will be replaced by statutory maternity pay (SMP) for the first 13 weeks of additional maternity leave if you are eligible to receive it. The remaining 13 weeks of additional maternity leave are unpaid.

Pension contributions will continue to be made during the period when the employee is receiving SMP but not during any period of unpaid additional maternity leave. (once the Company has implemented a Stakeholder Pension Scheme)

Statutory Maternity Pay (SMP)

Statutory maternity pay is payable for up to 39 weeks during maternity leave. You are entitled to SMP if:

- you have been continuously employed by the Company for at least 26 weeks at the end of the qualifying week and you are still employed during that week;
- your average weekly earnings in the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date are not less than the lower earnings limit for national insurance contributions;
- you are still pregnant 11 weeks before the start of the expected week of childbirth (or has already given birth);
- you provide a MAT B1 form stating your expected week of childbirth; and
- you give the Company proper notification of your pregnancy in accordance with the rules set out above.

For the first six weeks, SMP is paid at the higher rate, which is equivalent to 90% of your average weekly earnings calculated over the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date.

The standard rate of SMP is paid for the remaining 33 weeks (or less if you return to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of your average weekly earnings calculated over the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date if this is lower than the Government's set weekly rate.

If you become eligible for a pay rise between the start of the original calculation period and the end of your maternity leave (whether ordinary maternity leave or additional maternity leave), the higher or standard rate of SMP will be recalculated to take account of your pay rise, regardless of whether SMP has already been paid. This means that your SMP will be

recalculated and increased retrospectively, or that you may qualify for SMP if you didn't previously. You will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

Statutory maternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Payment of SMP cannot start prior to the 11th week before the employee's expected week of childbirth. Statutory maternity pay can start from any day of the week in accordance with the date you start your maternity leave.

Statutory maternity pay is payable whether or not you intend to return to work after your maternity leave.

If you are not entitled to SMP you may be entitled to receive maternity allowance payable by the Government.

Contact during Maternity Leave

Shortly before your maternity leave starts, the Company will discuss the arrangements for you to keep in touch during your leave, should you wish to do so. The Company reserves the right in any event to maintain reasonable contact with you from time to time during your maternity leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or to update you on developments during your absence.

Returning to Work

You will have been formally advised in writing by the Company of the date on which you are expected to return to work if you take your full 52-week entitlement to maternity leave. You are expected to return on this date, unless you notify the Company otherwise. If you are unable to attend work at the end of your maternity leave due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

While you are under no obligation to do so, it would assist the Company if you confirm as soon as convenient during your maternity leave that you will be returning to work as expected.

If you wish to return to work earlier than the expected return date, you must give the Company at least eight weeks' notice of your date of early return, preferably in writing. If you fail to do so, the Company may postpone your return to such a date as will give the Company eight weeks' notice, provided that this is not later than the expected return date.

If you decide not to return to work after maternity leave, you must give notice of resignation as soon as possible and in accordance with the terms of your contract of employment. If the notice period would expire after maternity leave has ended, the Company may require you to return to work for the remainder of the notice period.

Rights after return to work

On returning to work after ordinary maternity leave, you are entitled to return to the same job as you occupied before commencing maternity leave on the same terms and conditions of employment as if you had not been absent.

On returning to work after additional maternity leave, again you are entitled to return to the same job as you occupied before commencing maternity leave on the same terms and conditions of employment as if you had not been absent.

However, if it is not reasonably practicable for the Company to allow you to return to the same job, the Company may offer you suitable alternative work, on terms and conditions that are no less favourable than would have applied if you had not been absent.

If you worked full-time prior to your maternity leave you have no automatic right to return to work on a part-time basis or to make other changes to your working patterns. However, all requests for part-time work or other flexible working arrangements will be considered in line with the operational requirements of the Company's business. If you would like this option to be considered, you should write to your supervisor/manager setting out your proposals as soon as possible in advance of your return date, so that there is adequate time for full consideration of the request. The procedure for dealing with such requests is set out the Flexible Working Policy later in this document.

PATERNITY LEAVE

An employee whose wife, civil partner or partner gives birth to a child is entitled to two weeks paid paternity leave provided that he or she has 26 weeks' continuous service by the week that falls 15 weeks before the week in which the child is expected.

Paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take paternity leave where the other adoptive parent has elected to take adoption leave. A separate policy is available in respect of adoption leave.

Paternity leave is granted in addition to an employee's normal annual holiday entitlement. Paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child.

Paternity Pay

You must:

- have worked for your employer continuously for at least 26 weeks by the end of the 15th week before the expected week of childbirth (known as the 'qualifying week')
- be employed by your employer up to the date of birth
- earn at least £112 a week (before tax)
- give the correct notice

Adopted Children

In the case of an adopted child, the employee must give written notice of his or her intention to take paternity leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency. The notice must specify the date the child is expected to be placed for adoption, the date the employee intends to start paternity leave, the length of the intended paternity leave period and the date on which the adopter was notified of having been matched with the child.

Changes

If an employee subsequently wishes to change the timing of the paternity leave, he or she must give 28 days' written notice of the new dates. The employee must also, if so requested, complete and sign a self-certificate declaring that he or she is entitled to paternity leave and statutory paternity pay.

COMPASSIONATE LEAVE

In the event of the death of a member of the employee's immediate family, the employee may contact his / her line manager to request compassionate leave.

Each case will be viewed sympathetically and compassionate leave will normally be granted from the date of death.

Time off may also be given for the attendance at funerals.

Requests for compassionate leave will also be considered in the case of serious illness of immediate family members.

Parental Leave

The employee shall be entitled to parental leave on the same terms as and in accordance with the relevant provisions of the Employment Rights Act 1996 and the Maternity and Parental Leave etc Regulations 1999.

Management approval must be sought at least three weeks prior to the commencement of parental leave and a copy of the child's birth certificate must be produced on request.

An employee is entitled to up to 13 weeks' unpaid parental leave per child if he/she meets one of the following conditions:

- He/she is the parent of a child who is under five years of age.
- He/she has adopted a child under the age of 18 (the right to parental leave lasts for a period of five years from the date of adoption or until the child's 18th birthday, whichever is the sooner).
- He/she has acquired formal parental responsibility for a child who is under five years of age.

An employee who is the parent or adoptive parent of a child who has been awarded disability living allowance is entitled to up to 18 weeks' unpaid parental leave, which can be taken up to the child's 18th birthday.

To qualify for parental leave, employees must have completed at least one year's continuous service with the Company.

Flexible Working

The Employment Act 2002 gives the right for employees with 26 weeks' continuous service, a child under the age of 17 (18 where the child is disabled) and parental responsibility for the child to request a change to the number of hours that they work, the times that they work or their place of work.

The right to request flexible working is available to employees who have a minimum of 26 weeks' continuous service and who have caring responsibilities for an adult aged 18 or over who is their spouse, partner or civil partner; a relative; or someone who lives at the same address also have the right to request flexible working.

To make a request for flexible working you must put your request in writing to your manager with the reasons for your request.

Although the Company is committed to providing the widest possible range of working patterns for its workforce, both management and employees need to be realistic and to recognise that the full range of flexible working options will not be appropriate for all jobs across all areas of the business.

Where an instance of flexible working is proposed the Company will need to take into account a number of criteria including (but not limited to) the following:

- the cost of the proposed arrangement;
- the effect of the proposed arrangement on other staff;
- the level of supervision that the post-holder requires;
- the structure of the department and staff resources;
- other issues specific to the individual's department;
- an analysis of the tasks specific to the role, including their frequency and duration;
- an analysis of the workload of the role

RETIREMENT POLICY

The company's retirement age is 67 for all employees.

All employees can retire on his/her 67th Birthday or at the end of the month within which their 67th Birthday occurs. This Policy and procedure relates to all staff and establishes responsibilities for Supervisors/Managers and Employees in relation to Employees

Approaching Retirement Age

The HR department will write to the employee at least 6 months prior to their retirement date and send a copy to the employee's manager. This letter will outline the employee's right to request to work beyond retirement age.

At this stage a meeting will be held between the employee and their manager to confirm the retirement date and to offer any help and advice to the employee to help make the transition into retirement easier. A record of discussion must be sent to the HR department to be kept on the employee file.

The retirement date will then be confirmed in writing to the employee from the HR department, this letter will again outline the employee's right to request to work past retirement age and inform them that to do so they must put their request in writing to the HR department no later than 3 months prior to their retirement date.

If a request to work past retirement age is received the manager will meet with the employee to discuss their request. A decision will then be made whether to accept or decline the request and if it is accepted on what terms e.g. reduced hours.

If the request is refused then the refusal letter sent from HR will indicate that the company still intends to retire the employee on retirement date.

Any contract which is extended past retirement should be a short term 3 – 6 month contract to allow for a regular review of the employee's performance and the business requirements. When a contract is reviewed the manager should meet with the employee and a record of

discussion completed. If renewed a letter will be sent to the employee and copied to their manager to confirm the extension.

If it is decided the post retirement arrangements are no longer effective a letter will be sent to the employee giving them the required contractual notice.

Employees at or Past Retirement Age

Each employee will be written to confirming that they are past the company retirement age and informing them of their entitlement to retire.

Within this letter they will also be asked to confirm they request to continue working past retirement age. This will be in the form of a standard form they need to sign.

If an employee decides they do not wish to continue working past retirement age they must confirm their intention to retire in writing giving the notice required within their contract.

All signed requests that are returned will be reviewed on an individual basis with meetings being held with the employee if required.

If the signed request is accepted then a review must be conducted every 3 – 6 months.

If it is decided not to accept the signed request then a meeting must be held with the employee to discuss the intention to retire the employee, this will then be confirmed in writing to the employee giving the notice required in their contract.

COMPANY RULES

EQUALITY & DIVERSITY

Brighter is committed to creating a working culture that respects, celebrates and harnesses differences for the benefit of customers, employees and the wider community in which we operate.

The principle of equal opportunities for everyone in employment is an important part of this working culture.

The purpose of the diversity policy is to ensure that the company meets legal requirements and makes sustained progress towards a culture of diversity.

Underlying Philosophy

The recognition of individual ability and merit, the absence of discrimination and the promotion of a positive attitude towards diversity will result in the most productive deployment of skills, expertise and competence across the company.

Brighter recognises and accepts the legal obligations to have suitable equality employment policies and practices in place.

Corporate Objectives

To have in place processes and practices which facilitate individual progression and opportunity based on employees' ability and contribution, and which are free from discrimination and meet legal obligations.

To establish an inclusive culture in which employees, potential employees and customers are treated with dignity and respect.

Corporate Principles and Practice

Brightr's access to employment, training and promotion is:

- Free from discrimination on the grounds of sex, sexual orientation, marital status, creed, colour, race, religion, age, ethnic origin, nationality, union status or disability.
- Based solely on the objective assessment of ability and other relevant job related criteria.
- In case of training and career development, based on assessed need.
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Any allegation of discrimination will be treated seriously and investigated fully; any case of discrimination will be dealt with in accordance with Brightr disciplinary policy.

Responsibilities

Senior managers will demonstrate their personal commitment to this policy by raising their own levels of awareness, challenging inappropriate behaviours and championing appropriate policies and practices,

Human Resources will have the responsibility for monitoring compliance, reporting on performance against policy agreeing appropriate resources as well as driving actions in conjunction with appropriate managers and staff.

DISCIPLINARY POLICY

This document is to facilitate and encourage all employees to maintain acceptable standards of conduct, performance and attendance, whilst safeguarding the interests of Brightr and its customers.

The following policy details the necessary action that will be taken with regards to disciplinary procedures against an employee/s.

This policy applies to all employees who have a Written Statement of Employment from Brightr.

Informal Action

On most occasions it will not be necessary or appropriate to use disciplinary procedure on the first occasion of poor performance or conduct.

At the informal stage, managers are expected to meet with the employee concerned and discuss with them why the expected standards of performance or conduct are not being met. The aim of this meeting is to agree joint standards and plans for improvement over an agreed timescale. Any training needs should be identified in this meeting.

Informal meetings do not attract the right to be accompanied. They are not disciplinary hearings. However, an informal meeting may lead to a decision to take formal action.

Any informal discussions will be recorded and a copy will be held on the employees personnel file, a copy will also be given to the employee.

Investigation

In many cases the full facts of an alleged incident relating to unacceptable standards of performance or conduct will not be immediately apparent. It may be clear whether the alleged incident is serious enough to warrant formal disciplinary action.

In these situations, HR will identify an investigating officer. This investigating officer will not be directly or indirectly involved in the incident. The investigating officer cannot hold the disciplinary hearing.

Employees who are the subject of an investigation should be made aware of this as soon as possible and practicable however there may be exceptional circumstances where it is not advisable to inform the employee (where allegations may be particularly sensitive or unclear).

The investigating officer will be responsible for ascertaining the full facts of the case and for providing a report to HR complete with notes of the investigation. Where the incident involves other employees, it may be necessary to obtain witness statements.

The Investigating officer should provide HR with:

- The full facts of the case
- Recommendations on whether, or not it is appropriate to proceed to formal disciplinary
- Notes / witness statements / evidence gathered in the investigation

The length of the investigations depends on the nature of the allegation or incident, however investigations should normally be completed within 21 days

Suspension

Suspension from duty on full pay may become necessary in certain circumstances. An employee can only be suspended with authorisation from HR and a Director.

In all cases HR must be informed of the reasons for suspension and the date the suspension took place immediately.

Disciplinary Sanctions

In all cases where a formal written warning is to be issued the employee will be told verbally of the decision and then this will be confirmed in writing.

First Written Warning

This will remain on file for 12 months and is usually issued for a general misconduct or performance.

Final Written Warning

This will remain on file for 24 months this would normally be issued where there has been a repeat of poor conduct/performance whilst the first written warning is still active or where the conduct is sufficiently serious to warrant a final written warning for a first offence.

Following disciplinary action if an employee has reached the specified standard and no recurrence has taken place within the time limit of the warning the disciplinary record will be regarded as expired and the record will be removed from the employee's file.

In exceptional circumstance a final written warning can be extended to a maximum of 12 additional months. This will generally be where the offence warrants further sanction however dismissal is not thought to be appropriate.

According to the circumstances of the case other action may be considered as an alternative to dismissal. This may involve a transfer and/or demotion or a move to another location and or shift pattern. If the employee does not agree then dismissal will follow. Full details of any transfer or demotion will be provided to the employee in writing.

Dismissal

Dismissal is usually applicable where the behaviour or conduct constitutes gross misconduct or where there have been a number of instances of less serious offences.

In considering dismissal the following will be examined:

- The disciplinary procedure has been complied with
- Other available courses of action have been considered and discounted
- The dismissal is consistent with previous practice of Brighter
- All the evidence is available and sufficiently clear to justify the decision

The decision will be communicated to the employee verbally and then followed up in writing.

Dismissal without Notice

In matters of Gross Misconduct it may be appropriate to dismiss the employee following a disciplinary hearing.

Right of Appeal

Employees have the right to appeal against any formal outcome of a disciplinary process.

All appeals must be lodged in writing and addressed to the HR department within 7 working days from the date of the letter confirming the outcome.

The employee will be notified in writing of the arrangements for the appeal hearing and has the right to be accompanied at the meeting.

Administering the Disciplinary Policy

Your manager is responsible for applying the Disciplinary Policy in line with this document. Decisions to initiate disciplinary action will be consistently applied and based on objective facts.

Disciplinary Rules

The disciplinary rules in this document are provided to set out standards of performance and behaviour at work that can reasonably be expected. This list is not an exhaustive list:

Misconduct

- Unauthorised absence – non-notification of absence, or return to work
- Poor Timekeeping
- Failure to wear the appropriate uniform
- Poor standards of work – where this is not a capability issue
- General unacceptable behaviour
- Conduct which could have an adverse effect on the reputation of the company
- Failure to follow a reasonable management request
- Neglect of Duty
- Misuse of company property
- Misuse of the company's IT
- Failure to implement the company's policies and procedures

Serious Misconduct

Examples of misconduct that may lead directly to a higher-level warning such as a final written warning:

- Repeated or failure to carry out safe working practices
- Failure to comply with established, operational or legal procedures which could result in serious risk to the Company
- Serious verbal assault
- Social Media posts about the company or any financial, legal, personal information

Gross Misconduct – this is not an exhaustive list

- Theft
- Deliberate falsification of records which may include the deliberate falsification of timesheets, expense claims or obtaining employment by deception.
- Assault
- Sexual, Racial or other Harassment and Bullying
- Malicious Damage to company property
- Gross Negligence
- Being unfit for duty through the use of alcohol or drugs
- Serious Breach of Confidentiality
- Deliberate infringement of Health and Safety Policy or Legislation
- Use of IT systems to download or send offensive materials
- Making inaccurate and damaging comments about the Company on email/social networking sites or through any other medium
- Use of company vehicles without approval from operations director
- Failure to maintain and present to the Company up to date documentary evidence of your right to work in the UK
- Serious Breach of Company Policies and Procedures
- Making malicious allegations under the company grievance procedure
- Loss of driving license where driving on public roads forms an essential part of the duties of the post
- Knowingly allowing unauthorised persons on site

SICKNESS & ABSENCE POLICY

This policy and procedure relate to all staff and establishes responsibilities for Supervisors / Managers and Employees in relation to sickness absence. The main aim of this absence policy is to enable absence to be addressed in a fair, consistent and reasonable manner and sets out the procedure for reporting, recording and managing sickness absence.

All employees whose absence falls below an acceptable level will be subject to the formal absence management process which could ultimately lead to dismissal.

This policy applies where: health or disability is a significant factor in preventing or limiting the employee's ability to attend work; matters relating to long term absences and frequent persistent short-term absences.

A separate policy and process exists to manage employees with Capability issues where their performance falls below the required standard.

Absence Notification

All absences must be reported to your Manager before the start of your working day or shift where possible; where this is not possible it must be within 3 hours. This must be done by telephone text messages are not accepted. You should indicate in this call, if possible, the duration of the absence so that appropriate cover can be arranged.

If the Manager is unavailable, then you should ring head office on 01604 556677. Your manager must be contacted by the end of the first day of absence. Failure to make contact will be treated as absence without leave and will be dealt with under the disciplinary policy.

If an employee is absent for more than 2 working days on the 3rd day, they must personally notify their Manager on the likely duration of their absence unless a medical certificate has already been provided.

During any absence, an employee should not undertake work elsewhere or carry out duties which are inconsistent with the illness and which may delay a return to work. By this it is meant activities such as sports, social activities, home improvements or working for a family business.

Long Term Absence Contact

Employees on Long Term Sickness Absence are responsible for keeping in touch with their Manager every two weeks. All cases of long-term absence should be notified to HR where a member of HR will be assigned to the case.

The Manager is responsible for having constructive and supportive dialogue with the employee and making a record of all conversations on the Sickness Absence Record of Discussion Form. Your HR representative can advise if a different approach needs to be taken with regards to contacting an employee who is long term sick.

Absence Reporting

If a member of staff leaves work or is sent home part way through the working day / shift, this will be recorded as absence in the normal way. Staff who persistently attend work and leave part way through the day will be managed in accordance with the formal absence procedure.

Sickness absence over 7 days must be covered by a medical certificate. It is the responsibility of the employee to forward Medical Certificates promptly to their Manager who should forward them to HR.

Failure to Follow Notification and Reporting Procedures

Employees who fail to follow the absence notification and reporting procedures will be subject to disciplinary procedures. Absence that is not reported in accordance with the procedure or that is not covered by the appropriate paperwork may be recorded as unauthorised.

Process for Managing Absence

For the process of managing absence a fair, consistent, supportive, and non-confrontational approach will be adopted, a different approach will be taken in cases of frequent short-term absences to that of long-term absence.

Return to Work After Long Term Absence

It is important that managers maintain a dialogue with staff when long term absence occurs. The main purpose of this discussion is to:

- Welcome the member of staff back to work and check that they are fully recovered to resume their full duties.
- If they are returning before their sick note expires, they must provide a fit to work certificate from their medical practitioner
- Update the staff member on any work related issues

Frequent/Short Term Absence

A formal absence review will be arranged when an employee's level of sickness gives rise to concern over their wellbeing and ability to perform their role satisfactorily. A review will take place when an employee's absence reaches one of the following trigger points:

- 3 or more occurrences or 5 working days – this could lead to dismissal if within the probationary period.
- 6 or more occurrences or 15 working days over a 12 month rolling period.

Absence Review

Your Manager will meet with you to discuss their sickness record. This is to find out what action is appropriate and offer any assistance if required to improve attendance.

You will be invited to attend a formal absence review and will be given the right to representation.

During this meeting the manager will:

- Highlight the number of absences

- Identify if there are underlying causes for the absences e.g. domestic, welfare, or work related
- Advise the employee of the impact of these absences
- Provide support, advice and guidance if appropriate

Depending on the circumstances:

- It may be necessary to issue a formal caution for absence
- Offer further support and guidance
- Refer to HR if it is felt a medical assessment may be necessary
- Advise that absence levels will continue to be monitored

The decision will be confirmed in writing to the employee and a copy placed on their file for a period of 12 months. After 12 months the caution will be removed. The employee will be advised of their right to appeal.

If more than 2 cautions are placed on your record within 12 months rolling period and your attendance record does not improve in some circumstances this may lead to disciplinary procedures. HR will be involved in this process.

Long Term Absence

Absence is deemed to be long term when it exceeds 4 consecutive weeks. In these circumstances you must contact HR and support will be offered if required. If appropriate you will be encouraged back to work on a part-time basis until full duties can be continued. HR will keep you informed of the next steps with regards to your return to work.

Statutory Sick Pay

The weekly rate for Statutory Sick Pay (SSP) is £95.85 for up to 28 weeks. It is paid:

- for the days an employee normally works - called 'qualifying days'
- in the same way as wages - eg on the normal payday, deducting tax and National insurance

SSP is paid when the employee is sick for 4 days in a row (including non-working days). We start paying SSP from the fourth day (if you normally work that day).

Exception

SSP for the first 3 qualifying days will not be paid unless you have been off sick and getting SSP within the last 8 weeks.

Statutory annual leave is accrued while you are off work sick (no matter how long you are off) and can be taken during sick leave.

To qualify for Statutory Sick Pay (SSP) you must:

- have an employment contract
- have done some work under the contract
- have been sick for 4 or more days in a row (including non-working days) - known as a 'period of incapacity for work'
- earn at least £120 a week before tax

- provide the correct notice
- provide proof of illness after 7 days off
- if you have been paid less than 8 weeks of earnings you still qualify for SSP.

Exceptions

You will not qualify for SSP if:

- have received the maximum amount of SSP (28 weeks)
- are getting Statutory Maternity Pay or Maternity Allowance
- are off work for a pregnancy-related illness in the 4 weeks before the week (Sunday to Saturday) that their baby is due
- have taken 3 years or more 'linked periods' of sickness - where 4 or more days of sickness happen within 8 weeks of each other
- were in custody (including any linked periods)
- are working outside the EU and you're not liable for National Insurance contributions
- received Employment Support Allowance within 12 weeks of starting or returning to work

When will a Form SSP1 be issued

- within 7 days of going off sick, if you don't qualify for SSP and you have provided your sick note from your GP.
- within 7 days of SSP ending, if it ends unexpectedly while you are still sick
- on or before the beginning of the 23rd week, if your SSP is expected to end before your sickness does
- You can apply for [Employment and Support Allowance](#) instead.

Long-term illness

If you know you will be off for more than 28 weeks, we can complete SSP1 in advance. This means you can apply for Employment Support Allowance immediately.

GRIEVANCE POLICY

You may wish to raise matters, from time to time, which are causing you concern. This grievance procedure provides a framework to allow your grievance to be handled fairly and consistently. This policy is designed exercise every reasonable effort, in the first instance to resolve employee problems or concerns informally through discussion with your Manager.

Stage 1 - Informal

You should aim to resolve most grievances informally with your supervisor/manager. Problems and concerns should be raised as early as possible and in the first instance with your supervisor/manager. Your supervisor/manager will conduct a thorough investigate and report his findings to you and HR. If you feel that the decision made by your line manager after the investigation is unfair or unreasonable you may choose to instigate the formal grievance procedures. This must take place within 14 working days of the informal meeting with your supervisor/manager after the investigation.

If you have a grievance with your supervisor/manager, you should raise the issue directly with HR who will follow the same procedure.

Stage 2 – Formal

You should send a letter detailing the problem and clarify the reasons why you have been unable to resolve it informally.

If you have difficulty expressing yourself on paper or if your first language is not English we encourage you to seek help from a colleague or family member to assist you.

You will receive an acknowledgement to your grievance from HR and where possible a hearing will be arranged within 21 days of the grievance being acknowledged. At the hearing you will have the opportunity to fully explain your complaint and propose a solution. Minutes of the hearing will be taken by a member of HR.

The manager at the grievance hearing will take into account all the facts and the need for fairness and consistency. If further investigation is required the meeting will be adjourned to allow more time for this to take place.

You will receive a letter from HR as notification of the outcome of your grievance.

Appeal

If you believe the decision is unfair or unreasonable you can appeal against the outcome. This appeal would need to be put in writing to HR within 7 calendar days from the date of the outcome letter.

A Director will conduct the appeal and will have no connection with the original hearing. You will be advised in writing the date and time of the appeal hearing and the right to be represented.

Health & Safety

Your health and safety at work is very important. All customer sites have a Site Log which contains important information regarding Risk Assessment, COSHH Data sheets for the chemicals that you use, Emergency procedures in case of a fire.

Your supervisor/manager will ensure that you are familiar with the information contained in the Site Log pertaining to your health and safety. You will be required to sign a form in confirmation that you have received the correct training to allow you to perform your daily duties.

You have a responsibility to comply with the guidance and training you have been given and failure to do so could result in disciplinary action up to and including dismissal in serious cases.

BRIGHTR SOCIAL MEDIA POLICY

At Brighter Ltd we believe in open communication and accept the use of a blog, wiki, online social network or any other form of online publishing or discussion to promote Brighter Ltd services. However, these new ways of communication are changing the way we talk to each other and even to our customers and target audiences. In order to avoid any problems or misunderstandings, we have come up with a few guidelines to provide helpful and practical advice for you when operating on the internet as an identifiable employee of Brighter Ltd or Cleanr.com.

When you discuss related matters on the internet, you must identify yourself with your name and, when relevant, your role at Brighter or Cleanr. Only a few people in this company are official spokesperson, so if you are not one of them you must make clear that you are speaking for yourself and not for the company. You can use a disclaimer like "**The postings on this site are my own and do not necessarily represent the position, strategy or opinions of Brighter Ltd**". Please always write in the first person and don't use your company email address for private communications. Consider that even anonymous postings on Wikipedia can be traced back to the company.

You are personally responsible for the content you publish on blogs, wikis or any other form of user-generated media. Please remember that the internet never forgets. This means everything you publish will be visible to the world for a very, very long time. Common sense is a huge factor here. If you are about to publish something that makes you feel the slightest bit uncomfortable, then don't post it.

If an item features the sentence "for internal use only" then that is exactly what it means and it is absolutely not meant to be forwarded to anyone who is not employed by Brighter Ltd. If you have signed a confidentiality agreement you are expected to follow it.

Do not comment on work-related legal matters unless you are an official spokesperson, In addition, talking about revenues, future products, pricing decisions, unannounced financial results or similar matters will get you, the company or both into serious trouble. Stay away from discussing financial topics and predictions of future performance.

Respect your audience. Don't use ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the workplace. You should also show proper consideration for others privacy and for topics that may be considered objectionable or inflammatory (like religion or politics).

Please remember: Using your public voice to trash or embarrass your employer, your customers, your co-workers or even yourself is not okay.

Have you posted something that just wasn't true? Be the first to respond to your own mistake. In a blog, if you choose to modify an earlier post, make it clear that you have done so.

Please respect copyright. If it is not yours, don't use it.

Don't cite or reference clients, partners or suppliers without their approval. When you do make a reference, where possible, link back to the source.

Be aware that others will associate you with your employer when you identify yourself as such. Please ensure that your Facebook, Linked-in, Xing or MySpace profile and related content is consistent with how you wish to present yourself with clients and colleagues. Even if you act with the best intentions, you must remember that anything you post about the company can potentially harmful. As soon as you act on the company's behalf by distributing information, you are upholding the company's image. Please act responsibly. If in doubt, please contact your manager before you hit the send button. Any posts on social media sites that are damaging to either the company our suppliers or customers will be treated as Gross Misconduct and formal disciplinary proceedings will begin.