

# **SYMONDS & SAMPSON - RULES, PROCEDURES AND GUIDELINES (RPG)**

Your employment contract refers to various rules and procedures which are outlined below and which are meant to provide a framework for your, and our, conduct in respect of your employment with Symonds & Sampson ("the firm"). These rules may change from time to time. An up-to-date version is accessible on the Staff Area of the firm's website.

## **1. WORKING RULES**

### **BEHAVIOUR**

- a) You must comply with the lawful directions of the employer (in the person of your immediate manager, more senior management or any Partner of the firm) and carry out any duties which are reasonably requested of you.
- b) You are expected at all times to conduct yourself in a businesslike manner and to be polite and helpful to clients, Partners and employees of the firm, whether in person or on the telephone. In particular you must not discriminate against any person on grounds of nationality, race, ethnic origin, gender, religion, disability or age.
- c) You are also expected to be truthful in describing the business of the firm and the nature of your employment and, following the termination of your employment, not to represent yourself as being in any way connected with the firm.
- d) You are expected to conform to reasonable standards of personal appearance and hygiene and not to be incapable for work due to being under the influence of alcohol or drugs.
- e) Each office has its own policy on smoking, which in most cases prohibits smoking on the firm's premises, and you will comply with that policy.
- f) You have a duty to comply with the various policies adopted by the firm in respect of its statutory obligations (e.g. under Equal Opportunities and Health & Safety at Work legislation). An Equal Opportunities Employment policy is attached to this document. A Health & Safety Policy statement is displayed in each office.
- g) You must not disseminate, whether verbally, in writing or via computer, any material which may be considered slanderous, libellous or obscene.

### **"WHISTLE-BLOWING"**

You must report without delay to the Senior or Managing Partner any unlawful work-related act by a colleague, or suspicion of such act.

### **BUSINESS GIFTS AND INCENTIVES**

Any business gifts or incentives with a value in excess of £20 per item or £100 in any one calendar year should be declared to the Accounts Department.

### **COMPUTER USE**

Your computer is provided for business use and any material thereon is considered the property of the firm, which may do with it as it wishes. E-mail and Internet access are provided for business use only. Accessing, downloading or distributing illicit, pornographic, obscene or slanderous material is prohibited and will be considered a serious disciplinary offence, as will the removal of diagnostic evidence (audit trails, history files and the like) without permission.

### **PERSONAL INFORMATION**

You must inform the Accounts Department of any change of employment status, address or bank account or other information relevant to your employment.

### **DRIVING YOUR OWN VEHICLE ON BUSINESS**

If you are required to drive on the firm's business in your own vehicle you must ensure that:

- (i) your motor insurance covers you for this purpose
  - (ii) you hold a valid driver's licence
  - (iii) your vehicle is roadworthy
  - (iv) you drive with due care and attention and are not under the influence of alcohol or drugs.
- The use of hand-held mobile phones or similar equipment is prohibited.

## 2. DISCIPLINARY PROCEDURES

1. Matters of misconduct or neglect of duty will be dealt with by a Partner of the firm (usually the one in charge of your office), except in the case of a minor first offence which may be dealt with by your immediate manager. Employees of the firm (i.e. non-Partners) have no authority to carry out any formal disciplinary procedure, with the exception of an informal verbal warning, against any other employee.
2. When a suspected breach comes to, or is brought to, the notice of the firm, you will be informed and the matter investigated without undue delay. You may be suspended from work on full pay while the investigation is taking place.
3. Once any investigation is complete and before any disciplinary action is taken, you will be given at least 24hrs written notice to attend an interview at which you will hear the case against you. You will be advised of the time, date, place and purpose of the meeting, along with the names of any witnesses. You may make representations and may call and question any witnesses. You are entitled to be accompanied by a work colleague or other appropriate person.
4. As a result of this interview, you may be given an oral or written warning (setting out the details of your misconduct or neglect, of any remedial measures required, of the consequences of any further breach and of your right to appeal) or dismissed. The following procedure will usually, but not necessarily, be followed:
  - a) First warning - verbal. In the case of a first minor offence. Brief written notes will be made.
  - b) Second warning – written. In the case of a further breach or more serious offence. A copy of the warning will be kept.
  - c) Final written warning. In the case of a further breach or offence which is considered sufficiently serious to justify dismissal if there is a further breach. A copy of the warning will be kept.
  - d) Dismissal. Following a further breach or in the case of misconduct or neglect which is considered sufficiently serious to justify termination of employment. Dismissal will normally be with notice, except in cases of gross misconduct.
5. You may appeal against any of the above provided that written notice is delivered to the Managing Partner or Senior Partner within five working days of the date of warning, notice of dismissal or dismissal without notice. You will be given five working days written notice of any hearing at which you may make representations and may call and question any witnesses. You will be advised of the time, date, place and purpose of the meeting, along with the names of any witnesses. You are entitled to be accompanied by a work colleague or other appropriate person. As a result of the hearing, the original warning or dismissal may be revoked, upheld, or replaced with a lesser warning.

## 2. (Cont)

This list gives examples of the sort of offences which will require formal action as outlined above. It is not exhaustive:

### **EXAMPLES OF GROSS MISCONDUCT**

- theft, fraud and deliberate falsification or destruction of records
- physical violence
- serious bullying or harassment or discrimination
- serious sexual misconduct or indecency
- deliberate damage to property
- gross insubordination or refusal to carry out reasonable instructions
- misuse of the firm's property, assets, name or confidential information
- bringing the firm into serious disrepute
- serious incapability whilst on duty brought on by alcohol or illegal drugs
- loss of driving licence where this makes it impossible to continue to carry out duties properly
- serious negligence which causes or might cause unacceptable damage, injury or financial loss whether to person or property
- serious infringement of health and safety rules
- serious breach of confidence (subject to the Public Interest (Disclosure) Act 1998).
- accessing, downloading or distributing illicit, pornographic, obscene or slanderous material via the firm's computer equipment and the removal of diagnostic evidence

### **EXAMPLES OF SERIOUS OFFENCES**

- bullying, harassment or discrimination
- sexual misconduct, indecency or impropriety
- negligence which causes or might cause damage, injury or financial loss whether to person or property
- incapability whilst on duty brought on by alcohol or illegal drugs
- breach of confidence
- absence without leave
- bringing the firm into serious disrepute
- failure to comply with lawful instructions

### **EXAMPLES OF MINOR OFFENCES**

- poor time-keeping
- poor personal hygiene
- poor work performance
- minor infringements of health and safety rules

### 3. GRIEVANCE PROCEDURES

We obviously hope that you do not have a grievance against the firm that cannot be resolved informally but, if you do, this is the procedure that must now be followed by law:

1. If you have a grievance relating to your employment you should raise the matter in writing with the senior Partner or manager in your office or, if that is not appropriate, a different Partner.
2. The manager will invite you to attend a meeting to discuss the matter at which you will be given an opportunity to outline your complaint and say how you think it should be settled. The manager may adjourn the meeting for consultation or further investigation.
3. When concluded, you will be advised of the manager's decision in writing. You will be given the opportunity to appeal, in writing, to the Managing Partner or, if appropriate, to the Senior Partner.
4. If you appeal, you will be invited to a further meeting. You will be advised of the outcome of that meeting in writing. The decision of the Senior or Managing Partner is final and there are no further available steps in the procedure.

All of the above steps should take place without unreasonable delay on both sides. You may request that the time or date of a meeting be changed so that it is convenient to both parties. You have the right to be accompanied at both meetings by a colleague or union representative.

You should note that, if you have a grievance against the firm, an Employment Tribunal in most cases will not entertain a claim unless you have complied with stage 1 of the above process and allowed 28 days for a reply.

#### **4. SICKNESS AND SICK PAY**

1. Applies to physical and mental sickness, disease, injury or impairment.
2. If you are absent from work as a result of sickness, you must notify the firm at the earliest opportunity (usually on the first day that you are away), indicating how long you are likely to be off work. If your return is delayed beyond this period, you should keep the firm informed.
3. If you are absent through sickness for more than seven days, you are required to produce at the earliest opportunity a doctor's certificate showing why and for how long you will be unable to work.
4. Providing that you are eligible for Statutory Sick Pay (SSP), you will be paid no less during periods of sickness than you would be entitled to under that scheme.
5. Except in cases where a claim could be made against a third party for loss of earnings as a result of injury or sickness caused by the third party (in which case loan payments equivalent to those set out below will be made pending settlement of the claim), the following will apply:
6. Once you have been employed for at least three months and provided that your sickness is not caused by your own deliberate act or consumption of drugs or alcohol, you will be paid your full basic salary (taking any SSP into account) for any period of sickness up to three months in any twelve month period.
7. For absence through sickness in excess of three months in any twelve month period, payment will be made at one half of the full basic salary (taking any SSP into account).
8. Should you remain unable to carry out your duties fully for a period in excess of six months, the firm retains the right to give notice of termination of employment on the grounds of incapacity.
9. In exceptional circumstances relating to your employment, the firm may
10. require you to undergo an examination by a medical practitioner of its choosing, in which case you authorise the disclosure to that practitioner of your medical records and the disclosure to the firm of the results of that examination or
11. require you to authorise the disclosure to the firm of medical information (e.g. a report) relevant to the performance of your duties at work.

#### **4. VEHICLES PROVIDED BY THE FIRM**

Where you are provided with a car or other vehicle by the firm the following conditions apply:

##### **Provision**

The firm retains absolute discretion as to the type, make, and value of any vehicle provided and to its periodic removal and replacement. The firm will, unless otherwise agreed, pay for the vehicle itself, Road Fund Licence, fleet insurance, parking charges at places of business (where they apply), servicing, repairs and fuel for business use.

##### **Conditions of Use of the vehicle**

You must:

- a) Comply with any reasonable instructions of the Partners regarding its use, care and maintenance.
- b) Declare any relevant illnesses or driving convictions to the firm and ensure that you hold a valid driving licence (loss of which may affect your ability to work).
- c) Take good care of the vehicle (including getting it serviced according to the manufacturer's recommendations) and keep it roadworthy, clean and tidy.
- d) Drive with due care and attention and not under the influence of alcohol or drugs.
- e) Ensure that you comply with all legal and insurance requirements relating to its condition and use.
- f) Obtain written permission if the vehicle is to be taken out of the United Kingdom.
- g) Pay any fines or insurance excesses imposed, whether during business or private use, unless exceptional mitigating circumstances apply.
- h) Obtain written permission from the Partner with responsibility for cars before making any alterations or additions to the vehicle.
- i) Note that the use of hand-held mobile phones or similar equipment whilst driving is prohibited.

##### **Removal and loss of use**

- a) Either immediately upon on the termination of your employment or upon reasonable notice from the firm you must return the vehicle, its keys and related documents.
- b) Where maternity leave extends beyond the ordinary maternity leave period (currently the first 18 weeks) or sickness beyond three months, entitlement to a vehicle will automatically cease, unless agreement is reached in writing with a Partner for its continued private use.
- c) You will not be entitled to compensation for the removal or loss of use of any vehicle whether such removal or loss of use occurs during or upon the termination of your employment.