

Employee Handbook



Introduction

This EMPLOYEE HANDBOOK is applicable to all employees of Green Mop Ltd and contains important information about your terms and conditions of employment.

You will be issued with a STATEMENT OF EMPLOYMENT, hereafter referred to as YOUR STATEMENT, which, together with this EMPLOYEE HANDBOOK, forms your CONTRACT OF EMPLOYMENT.

Please make sure you read it carefully and retain it in a safe place for future reference.

If there is anything you do not understand, please ask your supervisor or manager to explain it. Any reference to length of service refers to the period of continuous employment.

We reserve the right to make reasonable alterations to this HANDBOOK and any other terms and conditions of service. We will notify you of changes.

Significant alterations will be implemented following consultation with you.

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Welcome to Green Mop

We extend a warm welcome to you on joining our company and hope that you will become a happy and valuable member of our excellent team.

We offer cleaning services to businesses and property managers in the Brighton area. They expect our service to be of the highest standard.

Green Mop's success has been built by providing excellent service to our customers with the commitment and dedication of our hard working staff.

You are now a part of our team!

Your role and responsibilities

We aim to make your working experience with Green Mop enjoyable and rewarding. In return for your hard work and good performance, we will provide you with a safe working environment and prompt payment of your monthly wages.

You will be issued with a STATEMENT OF EMPLOYMENT within your first six weeks of work.

The nature of the work we do requires you to be flexible in the jobs and shifts that you do. Any changes will be discussed with you first.

Probationary period

In accordance with standard business practice the first three months of your employment with us will be regarded as a probationary period.

During this period we will review your ongoing performance and suitability with you.

Naturally we would hope to confirm your position as permanent, but it may be necessary to extend the probationary period - with your knowledge - or to terminate your employment within or at the conclusion of the probationary period if you prove to be unsuitable.

In these circumstances we may not follow all the actions described in our disciplinary and grievance procedures as it would depend on the circumstances of the individual case.

Induction

It is Green Mop's policy to give you an induction and appropriate training to enable you to comply with our methods and practices. This is to ensure you are able to work safely, meet statutory requirements and achieve required standards.

The aim of the induction is to outline the general rules and procedures that you must adhere to during employment with Green Mop and includes:

- Training on how to maintain the Green Mop Standard
- Health and safety training
- Staff administration
- Performance monitoring.

Trust and confidence

As a Green Mop employee you are placed in a position of great trust and confidence.

You will be trusted in customer offices with access to personal items, or confidential company information. You may be responsible for customer keys and locking up procedures. We rely on the honesty, integrity and diligence of our staff.

Integrity and trust are key values at Green Mop and all members of staff are expected to ensure that they uphold these values by maintaining confidentiality and appropriate conduct at all times.

Customer service

Good customer service makes a difference and is our main focus at Green Mop. Without our customers, we do not have work! We expect our staff to work in a positive

manner with the aim of promoting Green Mop's image. Anything short of this is unacceptable.

Timekeeping and punctuality

You must be punctual for work. Stick to the times on your rota, unless informed otherwise. If you cannot make the shift time, an explanation and expected time of arrival should be given direct to your Manager by telephone.

You must comply with any time recording procedures relating to your job. This is usually telephone clocking in and out. Failure to clock in or out will affect your timesheet and, therefore, your wages.

Lateness and absence will be recorded and unacceptable levels of timekeeping and attendance or unauthorised absence may result in disciplinary action.

Use of Green Mop telephones

Our telephones, and those of our customers, are intended for business use only and prior permission must be sought before making personal calls.

Permission will only be considered if the call is of an urgent/essential nature.

Mobile telephones issued by Green Mop should only be used in the performance of your duties and for business purposes, and should not be used for making personal calls or text messages.

If you ignore these rules you will be liable for the cost of the personal call and/or message and you may be liable to disciplinary action.

Personal mobile phones

If you bring your personal mobile into work you should ensure that it is kept switched to silent during working hours and only used during authorised work breaks.

Use of private vehicle

When using your private vehicle for Green Mop business, by prior agreement with your Manager, you will be entitled to a mileage allowance.

Your vehicle must be appropriately taxed, insured and have a current MOT certificate if it is three or more years old. Tax, MOT, insurance cover and maintenance and upkeep of private vehicles used on Green Mop business are the responsibility of the vehicle owner.

Company vehicles

A Green Mop vehicle may be provided to certain employees to enable them to carry out their duties.

The provision of a Green Mop vehicle is at our sole discretion and may be withdrawn without compensation by us should the business requirement cease.

The vehicle must be kept clean and tidy at all times. A VEHICLE SAFETY CHECKLIST must be completed each month.

Upon termination of employment, the Green Mop vehicle must be returned on the last day worked in a clean and tidy condition. You will be charged for the cost of cleaning any vehicle returned in a dirty condition. Green Mop will also charge drivers for the cost of rectifying faults and damage which are beyond 'wear and tear'.

Driving licence

If you are required to drive a Green Mop vehicle you must hold a current valid driving licence. We reserve the right to inspect your driving licence from time to time. Any endorsement, penalty points, disqualification or accident must be reported to your Manager immediately. Should you be found to be responsible for a serious accident, or have a poor accident record, disciplinary action may be taken. If you are required to drive as part of your job, your employment may be terminated if you are disqualified from driving.

Other employment

You must notify us of all other employment you undertake.

We will not allow any other employment which we deem to be either in direct competition or presents a conflict of interest with ourselves or our operation, but we will not object to any other employment provided it does not interfere with your ability to satisfactorily fulfil the job we employ you to do and does not bring the image of the Green Mop into disrepute.

This information is also required in order that there is no infringement of the WORKING TIME REGULATIONS.

Return of Green Mop property

Upon leaving your employment you must return any items of Green Mop property that may have been issued to you during your employment. In the case of summary dismissal such property must be surrendered immediately.

Property includes Green Mop vehicles, mobile phones, fuel cards, keys, documents, uniforms, stock and equipment.

Policies

Green Mop are very proud to have achieved internationally recognised accreditations for our quality, environmental and health and safety management.

We have achieved:

ISO 14001 **Environmental Management**
ISO 9001 **Quality Management**
OHSAS 18001 **Health and Safety Management**

This means we have proven to adhere to procedures and processes in the business. We are regularly audited to maintain these standards.

Quality, environmental and health and safety policy statement

Green Mop is committed to providing commercial cleaning services according to client's expectations in terms of quality and reliability and we will ensure that adequate resources are available to sustain our planned business objectives whilst reducing our environmental impacts and successfully managing our Health and Safety arrangements.

It is the policy of Green Mop to commit and maintain an Integrated Management System designed to meet the requirements of ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007.

We (the Directors and Management of Green Mop Ltd) recognise the need to demonstrate effective quality, environmental and health and safety management and are committed to continual improvement.

We are committed to customer satisfaction and seek feedback to ensure that we sustain a high level of quality service. Client service is an essential part of the quality process and to ensure this is fulfilled, all employees receive training providing awareness and understanding of quality and its impact on client service.

We seek to minimise our environmental impacts and to prevent pollution.

We are committed to the prevention of injury and ill health and ensure compliance with all applicable legislation and other requirements.

We have established Management System Objectives which are subject to regular review to ensure that they remain suitable.

To ensure the organisation commits to and maintains its awareness for continuous improvement, the Director and Management have established and implemented this policy to ensure that the Management System is regularly reviewed for adequacy and effectiveness.

Equal opportunities policy statement

We are an equal opportunities employer. All employees and job applicants will be treated equally.

No employee or potential employee will receive less favourable treatment on the grounds of sex, race, colour, religion, religious belief, nationality, ethnic origin, age, disability, sexual orientation or on the basis of gender reassignment.

No employee or potential employee will be disadvantaged by any conditions of employment or requirements that cannot be justified as necessary on operational grounds.

Decisions about appointments, training, developments and promotion will be made on the basis of merit or ability.

All employees have a personal responsibility for the application of this equal opportunity policy, which extends to the treatment of both fellow employees and customers.

Managers and Supervisors involved in recruiting, selecting, promoting and training employees have a special responsibility for the practical application of this equal opportunity policy.

Any employee who believes he or she may have been unfairly discriminated against is encouraged to use our grievance procedure.

Any employee who conducts himself in a discriminatory manner (whether on the grounds of sex, race, colour, religion, religious belief, nationality, age, ethnic origin, marital status, disability, sexual orientation or gender reassignment) towards another employee, customer or member of the public will be guilty of gross misconduct and will be subject to disciplinary action.

Respect for others

At Green Mop we are committed to ensuring that we are able to provide a working environment which is harmonious and acceptable to all.

It is your duty to respect the feelings and well-being of all colleagues. What may be acceptable to one person may be upsetting and/or intimidating to another person. We therefore expect all members of staff to moderate their behaviour towards each other to avoid the risk of distressing or insulting others including members of staff in and outside of the workplace and customers.

The following outlines examples of the type of behaviour which we consider would constitute harassment, for which the perpetrator(s) will be liable for disciplinary action and in serious cases liable to summary dismissal:

- Indecent or insensitive jokes, pranks and comments about appearance or character
- Display of offensive material - written or pictorial
- Deliberate exclusion from conversation or activities
- Unwelcome familiarity or body contact
- Abusive, insulting, or threatening language
- Demands or threats to intimidate or obtain favours
- Threatened or actual violence.

This is not an exhaustive list. If you are the recipient of such behaviour and are unable to resolve the matter informally, Green Mop's GRIEVANCE PROCEDURE can be followed. You are assured that should you raise such a grievance, the matter will be dealt with promptly in a discreet and professional manner.

Privacy

Our detailed Privacy Policy is in the appendices on pages 41 - 48.

Criminal convictions

You must disclose all relevant information about a criminal record or pending prosecution at the earliest opportunity. If we subsequently discover something that should have been revealed but you withheld, this may lead to the termination of your employment.

We retain the right to review the suitability of your continued employment if you occupy a sensitive post and/or, at any time, are convicted of an offence which affects your ability to do your job or potentially brings our reputation into disrepute.

Your pay and working hours

Pay arrangements

Your rate of pay is as indicated on your payslip. The payment is made on the first working day of each month for timesheets up to and including the last working day of the previous month. Payment is made directly into your bank or building society account as per the information provided by you.

You will be issued with a payslip indicating the period for which you have been paid, how your gross pay has been calculated and the deductions that have been made e.g. PAYE, National Insurance and any other deductions to which you may have given your consent.

It is your responsibility to check that payment details on your payslip are correct.

Any additional payments, such as overtime and bonuses or deductions for sickness or other types of absence and any other necessary adjustments are normally made in the current pay period or in the pay period following when they occurred.

If you encounter any problems with your pay, e.g. incorrect payment, underpayment, overpayment, incorrect deductions etc., you should raise such issues with the office.

Please note that in the event of an overpayment the excess monies will normally be deducted in full from your next monthly wage.

Income tax

At the end of every tax year we provide you with form P60. This shows the total pay you have received during the year and the total amount of income tax deductions and National Insurance contributions made on your behalf.

You must keep your P60 form in a safe place, as it may be necessary to produce it when making enquiries with the Inland Revenue or the DSS.

Overtime payments

Overtime is not payable as a matter of course for work done in excess of your normal hours in a week. Any overtime payments made are solely at the discretion of management.

Part-time employees will receive the overtime rate of pay when you have worked more than the full-time hours of work.

Pension scheme

Our employees may be eligible to be automatically enrolled into our pension scheme. We will write to each employee regarding pension eligibility.

Shortage of work

If there is a shortage of work, we will endeavour to maintain a continuity of employment. This may entail placing people on short time, or suspending employees from work without pay, other than statutory guaranteed payments. This will be done in accordance with the provisions of current employment law.

Resignation

If you wish to voluntarily terminate your employment you are required to give notice in writing, clearly setting out the reasons for your decision, and such letters should be submitted to your Manager in accordance with the notice periods set down in your STATEMENT. You may also be required to attend an exit interview prior to your departure from Green Mop.

Redundancy arrangements

If circumstances arise where redundancy may be a possibility the first steps will be:

- Reduce overtime to a workable minimum
- Restrict recruitment
- Investigate measures, such as short time working and/or layoff without pay.

If redundancies are unavoidable, consideration will first be given to the retirement of employees over the normal retirement age and any applications for voluntary redundancy, where acceptable.

If selecting employees for redundancy is necessary, the criteria for selection will be discussed with you at the time. A fair procedure will be applied. At all times the overriding consideration will be the future viability of the business.

Leaving without notice

If, on leaving our employment, you fail to work your full contractual notice without our prior agreement, you will not be paid for any period of unworked time and an amount equal to any loss suffered by us, or the additional cost of covering your duties for the period not worked will be deducted from any final monies due to you.

Holidays

Holiday entitlement and conditions

The holiday year begins on 1st January and ends on 31st December each year.

Full-time employees will receive a paid holiday entitlement of **28 working days** during each complete holiday year, including bank holidays.

Part-time employees will receive a pro-rata entitlement.

If employees take more than two weeks of holiday at one time, we may have to re-allocate your regular work to another employee. Therefore, we cannot guarantee you will have the same work when you return and you may have to wait for other work to become available.

Carrying forward holiday

All holiday entitlement must be used during the current holiday year or be forfeit. In accordance with the WORKING TIME REGULATIONS we are unable to make payments in lieu of untaken holiday.

Specific conditions applying to your annual holiday entitlement

For those employees whose hours vary, holiday entitlement is calculated for the hours worked. This means holiday hours are accrued as you work.

Untaken holiday in one year may not be carried forward to subsequent years. Untaken holiday entitlement will be lost.

Holiday pay is paid at normal basic rate.

If, on termination of your employment, holiday has been taken which has not been earned pro-rata in the holiday year, the appropriate payments will be deducted from your final wages/salary.

This is an express written term of your contract of employment in compliance with Section 13 Employment Rights Act 1996.

If, on termination of your employment, any holiday has been earned but not taken, it will be paid.

Public/bank holidays

Your annual holiday entitlement includes the following public holidays if scheduled to work on those days:

- New Year's Day
- First Monday in May
- Last Monday in May
- Good Friday
- Easter Monday
- Last Monday in August
- Christmas Day
- Boxing Day

You will only be entitled to pay for these public or bank holidays if you are contracted to work on the holiday.

If you are absent from work due to sickness on a public and/or bank holiday and are receiving statutory sick pay, payment for the public or bank holiday will be made at the statutory sick pay rate until such time as your entitlement to statutory sick pay has expired.

Holiday booking procedure

Holiday requests must be made in writing, either by email, or by requesting holiday on the Rota System.

Your Manager will need to confirm approval.

Holidays will be allocated on a first-come, first-served basis. This is to ensure adequate staffing levels and operational efficiency is maintained through the year. Because of this, you are requested not to make any firm holiday plans until your request has been approved.

Holidays of more than 10 consecutive working days may not normally be taken.

Requests for holidays of longer duration should be submitted in writing to your Manager.

Each request will be considered on its own merits and written approval or refusal will be made.

Sickness and other absences

Notification of sickness absence

You must notify your Manager by telephone, at the earliest opportunity on the first day of your sickness absence. Text, email or through a third party are not acceptable.

Normally this should be done before the starting time of your shift, but if this is not possible, then you must contact us at the latest by one hour after your normal start time.

You should keep your Manager advised during your absence and your likely return to work date. Failure to observe and comply with these procedures may result in your absence being considered to be unauthorised, payments being withheld and the appropriate disciplinary action taken.

Statutory sick pay

If you are sick for four or more consecutive days, you will be paid Statutory Sick Pay (SSP) by us, provided you meet the criteria in the SSP Regulations.

SSP is treated like wages and is subject to Income Tax deductions and National Insurance contributions.

You are only entitled to SSP on qualifying days; these are days on which you would normally be available for work.

The first three qualifying days of sickness are waiting days. SSP is not payable for these.

Where a second or subsequent period of illness or incapacity of more than three days is linked to a previous period of illness or incapacity within 56 days, waiting days need not be repeated.

Returning to work after absence

If you are absent from work for up to seven consecutive days (including weekends and Bank Holidays) you will need to provide a FIT NOTE from your GP upon your return to work.

Failure to abide by the requirements may lead to disciplinary action being taken, and/or loss of appropriate sick payments.

If we consider it necessary, arrangements will be made for you to be medically examined, at our expense.

After four instances of sickness in any twelve-month period, an interview may be conducted with your Manager to ascertain the scope and extent of the illness and your capacity to continue employment.

A serious view is taken of non-genuine sickness leave. Where this occurs it will result in disciplinary action being taken.

Absence through continued sickness

Absence through continued sickness, even where a medical certificate has been submitted, will not always be a sufficient justification for your absence. While a medical certificate gives the reason for your absence, we may decide repeated absence for these reasons is not acceptable.

In deciding whether your absence is acceptable or not, we will take into account the reasons and extent of your absence, including absence caused by sickness. Before

consideration is given as to whether your absence is acceptable or not we shall discuss your absence with you to try to resolve any problems there may be.

We cannot operate effectively with a high level of absence as it reduces our efficiency and competitiveness in the market place.

Compassionate leave

Any circumstance or request for time off for compassionate reasons should be discussed with your Manager, who will give consideration to your request based upon the individual circumstances.

Maternity leave and pay

To apply for maternity leave you should notify the office in writing as soon as possible or at the latest by the end of the fifteenth week before the baby is due.

Your request should include your name and the expected date of childbirth.

You will also be required to provide evidence of your pregnancy in the form of a MATB1 CERTIFICATE which can be obtained from your doctor, midwife or health visitor.

Parental and paternity leave and pay

You are entitled to parental leave and pay in accordance with current statutory provisions.

Your health and safety

We have a statutory duty to ensure as far as is reasonably practicable, the safety, health and welfare of all employees at work and also other people who come into contact with Green Mop Ltd as a result of our business activities.

We recognise the importance of Health and Safety at work and accept our responsibility for ensuring that a safe and healthy working environment is provided, as far as is reasonably practicable, for the mutual benefit of all concerned.

It is also the duty and legal requirement of every employee whilst at work to take reasonable care for the health and safety of themselves and those around them.

This means that you have a duty of care to yourself, other members of staff and also the public in general. Remember that other people may be affected by your acts or your failure to take appropriate action to avoid injury.

Accident reporting

All accidents occurring whilst you are at work must be reported at the earliest opportunity. If you are unsure of the procedure, please contact your Manager who will be happy to assist you.

Protective clothing and equipment

Where protective clothing or equipment is issued to you, this is done for your protection and must therefore be

worn or used at the appropriate times. Failure to wear protective clothing or use safety equipment will result in disciplinary action.

Remember that you have a personal responsibility for your own health and safety and that of others and you should ensure that you exercise this responsibility carefully both through your actions and in the maintenance and care of such clothing or equipment.

Alcohol and drugs

Alcohol for personal consumption is not allowed on Green Mop or customer premises, and you should refrain from consuming alcohol during working hours. This includes during lunch breaks etc. as it inhibits performance and may give offence to customers.

Under no circumstances should you present yourself for work whilst under the influence of alcohol, intoxicants, drugs or other inappropriate substances. Any attempt to work whilst in such a condition will be regarded as a serious breach of the rules.

Illegal drugs must not be brought to or dealt on Green Mop or customer premises. Any employees who suspect or know they have an alcohol or drug problem are encouraged to seek help and treatment voluntarily.

Fire safety

In the event of a fire it is vital that you know the correct procedure to follow.

Familiarise yourself with the fire risk assessment and evacuation procedure at the customer site in the event of a fire for premises where you work or visit.

Identify the location of all fire extinguishers and understand what types of fire they can be used on. Make sure you know where the fire exits are.

Smoking in the workplace

Throughout England, Scotland and Wales, smoking is banned in any public place including the workplace, which includes Green Mop vehicles. If you are a smoker, you must not smoke outside of customer premises.

Manual handling

Straining yourself, particularly your back, is something that can easily be avoided just by following a few simple rules when it comes to lifting or handling items whether heavy or light. If you don't do it properly you run the risk of injuring yourself.

Slips, trips and falls

Slips, trips and falls are the most common cause of non-fatal major injuries at work. There are some things you can do which will help to minimise the risk of injury to you, other members of staff and customers. Be vigilant and report any potential hazards that may require specialist attention to your Manager or the person in charge.

Insurance

Green Mop is insured against liability for personal injury sustained by their employees arising out of, or, in the course of their employment in Great Britain. A copy of the current Certificate of Employers Liability Insurance is displayed at the office and via our company website.

Security at work

Security at work on Green Mop and customer premises is of major importance. Any contravention of the security procedures may be dealt with under disciplinary procedures.

Security alarms and locking up

Security alarms must always be set in accordance with instructions. Any faults in security systems must be reported immediately.

Confidentiality

During your employment you may have access to confidential and commercially sensitive information about Green Mop or its customers. You must not disclose any trade secrets or other information of a confidential nature relating to our business or any of our customers.

You must not remove any documents or tangible items which belong to us or our customers from any premises at any time without proper advance authorisation.

You must return to us upon request, and in any event upon the termination of your employment, all documents and tangible items which belong to us, or which contain or refer to any confidential information, and which are in your possession or under your control.

You must if requested by us, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

Stock and property

Our property must only be used for the purpose for which intended and must not be removed from the premises without prior approval. This includes cleaning supplies and uniforms.

Green Mop uniforms may only be worn to, from and whilst working at Green Mop jobs.

You have a duty to report to management, any damage to or loss of cash, stock, fixtures and fittings or property (including vehicles).

If, following investigation, it is found that as a result of your carelessness, negligence, misuse or failure to comply with our procedures, or by wilful act, we suffer loss, or damage of cash, stock, fixtures and fittings or property (including vehicles), this could result in disciplinary action being taken.

Additionally, you may be liable to pay the full or part cost of making good our losses, including vehicle insurance excess charges consequentially applied and any hire equipment or costs which Green Mop has had to reimburse to a third party. We will advise you in writing of the amount we intend to recover in advance. This is recoverable from any salary owing to you.

Intellectual property

The copyright and all other intellectual property rights in respect of any work you compose/design/originate/perform or undertake in any media (including written, visual, photographic, electronic and audio); or any invention you make during your employment, shall belong absolutely to Green Mop.

You must provide all details necessary for Green Mop to protect and exploit any such intellectual property rights.

If required by Green Mop, you will also execute a waiver of any moral rights in the intellectual property made by you during your employment.

Should Green Mop require, you must also execute all such documents necessary to assign any copyright or other intellectual property rights to us and/or to enable a patent to be obtained in the name of Green Mop (if necessary following the termination of your employment).

You must not store, record, reproduce or transmit any such intellectual property, except in the furtherance of your official responsibilities on behalf of Green Mop and with our express approval.

Should you believe, exceptionally, that copyright or other intellectual property rights belong, in whole or in part, with you and not with Green Mop, you must clarify the matter and obtain prior, specific written authority of a Director of the company before importing such property/ material/media onto our premises/systems or otherwise utilising or relying upon it in conjunction with your work.

Dealing with problems at work

We believe in a positive management/ employee relationship and we aim to make our management attitude friendly, efficient and frank. We encourage responsible initiative, involvement and performance from our employees.

Grievance procedure

Green Mop recognises that from time to time employees may wish to raise a grievance relating to their employment and it is our policy to encourage free communication between employees and their Managers to enable grievances to be discussed and resolved.

Most minor, day-to-day matters can be easily resolved by speaking to your Manager and we actively encourage you to deal with such matters informally and without written record in the first instance.

Should you not be able to resolve the matter satisfactorily by informal discussion, the GRIEVANCE PROCEDURE exists to protect your interests and to ensure, as far as possible, that any work-related grievance you may have is given a fair hearing.

At all stages of the procedure, you have the right to be accompanied by a fellow employee or Trade Union representative, who may advise you and speak on your behalf but would not normally answer questions for you. Any grievance that cannot easily be resolved at a

local level with your immediate line Manager should be submitted in writing to the Green Mop office.

Arrangements will be made for your grievance to be progressed. Should your grievance concern your Manager, the grievance may be referred direct to the next Senior Manager.

Should you be dissatisfied with the decision you have the right to appeal to your next line Manager whose decision shall be final.

Disciplinary procedure

This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance.

Green Mop rules are as set out in this handbook and these procedures apply to all employees.

The aim is to ensure consistent and fair treatment for all.

The principles

No disciplinary action will be taken against you until the case has been fully investigated. Green Mop reserves the right to suspend you from work, where it is considered appropriate, on full pay, in order to investigate any suspected misconduct or pending a disciplinary hearing or outcome of any disciplinary hearing.

At each stage in the procedure you will be informed in writing of the details of the problem that has occurred and why it is unacceptable. You will be given copies of any documents that will be used at any formal meetings.

At all stages you will have the right to be accompanied by a fellow employee or Trade Union representative who may advise you and speak on your behalf during

the disciplinary interview, but may not normally answer questions for you.

Following the meeting you will be notified whether disciplinary action is to be taken against you and if so what form this will take. However, disciplinary matters are given serious consideration and it may be that you are not informed immediately of the outcome of the hearing. In all cases we will endeavour to notify you of the decision within a reasonable time frame. In any event, all disciplinary outcomes and penalties are notified in writing.

You will not be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will normally be dismissal without notice or payment in lieu of notice.

It is not practical to set out all the instances of conduct or performance which may lead to disciplinary action. However, the disciplinary procedure may be invoked as a result of:

- Any failure to observe the rules set out in this Handbook or in any other part of your Contract of Employment
- Any other instance of conduct or performance, which we believe could only properly be dealt with under the disciplinary procedure.

You will have the right to appeal against any disciplinary penalty imposed.

The disciplinary procedure can start at any stage if your conduct or actions warrants it.

All disciplinary action taken against you is based on the following procedure:

| | UNSATISFACTORY CONDUCT | MISCONDUCT | GROSS MISCONDUCT |
|-----------------|--|----------------------------------|------------------|
| FIRST OCCASION | Improvement note: Advised to correct or improve behaviour | Written warning recorded on file | Dismissal |
| SECOND OCCASION | Written warning recorded on file | Final warning recorded on file | |
| THIRD OCCASION | Final warning recorded on file | Dismissal | |
| FOURTH OCCASION | Dismissal | | |

Informal warning

Cases of minor misconduct or unsatisfactory performance are dealt with informally by counselling, help or advice and it is always our aim that most problems at work are dealt with in this way.

However, if informal action does not bring about an improvement or the misconduct or unsatisfactory performance is considered too serious to be classed as minor, the next disciplinary action will be taken.

Verbal warning

If conduct or performance does not meet acceptable standards you will normally be given a VERBAL WARNING. You will be advised of the reason for the warning, that it is the first stage of the disciplinary procedure and of your right to appeal. A brief note of the verbal warning will be kept but it will be disregarded after six months, subject to satisfactory conduct and performance.

First written warning

If the offence is a serious one, or if a further offence occurs, a FIRST WRITTEN WARNING will be given to you by your Manager.

This will give details of the performance problem or misconduct, the improvement or change in behaviour required and the timescale for achieving it. It will warn that further action will be considered if there is no satisfactory improvement or change in behaviour and will advise of the right of appeal.

A copy of this written warning will be kept and will be disregarded for disciplinary purposes after nine months subject to satisfactory conduct and performance.

Final written warning

If there is still a failure to improve, or the conduct or performance is still unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning but insufficiently serious to justify dismissal (in effect both a FIRST and FINAL WRITTEN WARNING), a FINAL WRITTEN WARNING will normally be given to you.

This will give details of and grounds for the complaint. It will warn that failure to improve or modify behaviour will lead to disciplinary proceedings up to and including dismissal. It will advise of the right of appeal.

A copy of this final written warning will be kept but it will be spent after 12 months (in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

Dismissal

If conduct or performance is still unsatisfactory and you still fail to reach the prescribed standards, contractual dismissal will normally result.

You will be provided, as soon as reasonably practicable, with written reasons for dismissal, the date on which your employment will terminate and the right of appeal. In the event of contractual dismissal you may be required to work your notice period or be paid in lieu of notice depending on the circumstances.

In certain circumstances where it is considered appropriate, Green Mop may demote, transfer, re-deploy or otherwise downgrade an employee as an alternative to dismissal.

Gross misconduct

Generally gross misconduct includes any breach of duty, conduct which brings Green Mop into disrepute or action that is inconsistent with the relationship of trust and fidelity required between Green Mop and its employees.

The following, whilst not exhaustive, provides examples of offences which are normally regarded as gross misconduct:

- Serious negligence which caused unacceptable loss, damage or injury
- Serious act of insubordination
- Communicating confidential information outside Green Mop
- Serious sex, race or disability discrimination or harassment
- Contravention of hygiene or safety regulations
- Actions which breach the requirements in responsibility of the security of staff, premises and stock
- Actions that bring the image of Green Mop into disrepute
- A serious or wilful breach of the misconduct rules
- Intoxication, either caused by alcohol or drugs, dangerous behaviour, fighting or physical assault
- Deliberate falsification of any records, including time sheets, absence records etc., in respect of yourself or a fellow employee
- Engaging in private work on our premises and/or in working hours without express written permission
- The theft of money or property, whether this belongs to us, a fellow employee, or any third party
- The destruction, damage or sabotage of our property, or any property on our premises
- Serious breaches of the health and safety rules which endanger the lives of any other person
- Gross insubordination and/or the refusal to carry out legitimate instructions given by a supervisor or manager

Appendices

- Any breach of a statute which directly affects your ability to carry out your duties and/or the desired characteristics of your position
- Any act of dishonesty
- Unauthorised use of or illegally copying software, gaining unauthorised access to a computer or computer file, or committing any other breach of data security rules laid down by statute or Green Mop. This includes (but is not limited to) sending offensive or inappropriate emails or accessing, downloading, viewing or distributing offensive, unsuitable, obscene or pornographic webpages or material from the internet
- A serious breach of the data protection regulations
- Any criminal conduct that affects the ability or suitability for your continued employment.

If, on completion of the investigation and the full disciplinary procedure Green Mop is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without payment in lieu of notice.

Appeals procedure

You have the right of appeal against disciplinary action. The appeal must be made, in writing detailing the grounds for the appeal, to the next level Manager of the person implementing the disciplinary procedure within five working days of being informed of the disciplinary decision, stating the grounds of the appeal.

You have the right to be accompanied by a fellow employee or Trade Union representative who may advise you and speak on your behalf, but may not normally answer questions for you.

Appeals will be heard by a Senior Manager whose decision will be final and confirmed in writing. At the appeal any disciplinary penalty imposed will be reviewed but it cannot be increased.

Restrictive covenants

During the course of employment certain employees may build up close relationships with Green Mop's clients, suppliers and customers. These close relationships are for the benefit of Green Mop and Green Mop is entitled to protect them.

The long-term welfare of the business is something in which all employees have an interest. It is also the case that Managers exercise influence over employees under their control; this influence must always be used for the benefit of Green Mop.

(A) Non-solicitation of customers

You hereby agree that you will not during the continuance of your employment by Green Mop, or for the period of 12 months after date of termination of your employment on your own behalf or on behalf of or in conjunction with any other person, firm or company solicit, interfere with or entice away any person, firm or company who on the date of termination of your employment or who at any time during the period of your employment is or was a client or customer of Green Mop, provided always that these provisions shall not be deemed to prohibit the seeking or doing of business not in direct or indirect competition with the business.

(B) Non-solicitation of employees

You hereby agree that you will not without consent in writing of Green Mop during the continuance of your employment by Green Mop or during the period of 12 months after the date of termination of your employment either on your own account or in conjunction with or on behalf of any other person, firm or company solicit or entice away or endeavour to solicit or to entice away from Green Mop any individual who is an employee, director or consultant of Green Mop, or is contracted to render services to Green Mop and with whom (in either case) you had dealings prior to the date of termination of your employment, whether or not such person would commit a breach of contract by reason of his leaving service.

(C) Non-dealing

You hereby agree that you will not for the period of 12 months after the date of termination of your employment on your own behalf or on behalf of or in conjunction with any other person, firm or company deal with any person, firm or company who is or was a client or customer of Green Mop and with whom at any time during your employment with Green Mop you had dealings, provided always that these provisions shall not be deemed to prohibit the doing of business not in direct or indirect competition with the business.

Privacy policy

1 Overview and definitions

- 1.1 Green Mop Ltd (the Company) takes the security and privacy of employees data seriously. We need to gather and use information or 'data' about you as part of our business and to manage our relationship with you. We intend to comply with our legal obligations under the **Data Protection Act 2018** (the '2018 Act') and the **EU General Data Protection Regulation** ('GDPR') in respect of data privacy and security. We have a duty to notify you of the information contained in this policy.
 - 1.2 This policy applies to current and former employees, workers, volunteers, apprentices and consultants. If you fall into one of these categories then you are a 'data subject' for the purposes of this policy. You should read this policy alongside your contract of employment (or contract for services) and any other notice we issue to you from time to time in relation to your data.
 - 1.3 The Company has measures in place to protect the security of your data in accordance with our Communication and Technical Security Policy. A copy of this can be obtained from the Data Protection Officer.
 - 1.4 The Company only hold data for as long as necessary for the purposes for which we collected it.
 - 1.5 The Company is a '**data controller**' for the purposes of your personal data. This means that we determine the purpose and means of the processing of your personal data.
 - 1.6 This policy explains how the Company will hold and process your information. It explains your rights as a data subject. It also explains your obligations when obtaining, handling, processing or storing personal data in the course of working for, or on behalf of, the Company.
 - 1.7 This policy does not form part of your contract of employment (or contract for services if relevant) and can be amended by the Company at any time. It is intended that this policy is fully compliant with the 2018 Act and the GDPR. If any conflict arises between those laws and this policy, the Company intends to comply with the 2018 Act and the GDPR.
- ## 2 Data Protection Principles
- 2.1 Personal data must be processed **in accordance with six 'Data Protection Principles.'** It must:

- be processed fairly, lawfully and transparently;
- be collected and processed only for specified, explicit and legitimate purposes;
- be adequate, relevant and limited to what is necessary for the purposes for which it is processed;
- be accurate and kept up to date. Any inaccurate data must be deleted or rectified without delay;
- not be kept for longer than is necessary for the purposes for which it is processed; and
- be processed securely.

We are accountable for these principles and must be able to show that we are compliant.

3 How we define personal data

- 3.1 'Personal data' means information which relates to a living person who can be **identified** from that data (a '**data subject**') on its own, or when taken together with other information which is likely to come into our possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.
- 3.2 This policy applies to all personal data whether it is stored electronically, on paper or on other materials.
- 3.3 This personal data might be provided to us by you, or someone else (such as a former employer, or referee), or it could be created by

us. It could be provided or created during the recruitment process or during the course of the contract of employment (or services) or after its termination. It could be created by your manager or other colleagues.

3.4 We will collect and use the following types of personal data about you:

- recruitment information such as your application form and CV, references, qualifications and membership of any professional bodies and details of any pre-employment assessments;
- your contact details and date of birth;
- the contact details for your emergency contacts;
- your gender;
- your marital status and family details;
- information about your contract of employment (or services) including start and end dates of employment, role and location, working hours, details of promotion, salary (including details of previous remuneration), pension, benefits and holiday entitlement;
- your bank details and information in relation to your tax status including your national insurance number;
- your identification documents including passport, driving licence and insurance documents, information in relation to your immigration status and right to work for us;
- information relating to

- disciplinary or grievance investigations and proceedings involving you (whether or not you were the main subject of those proceedings);
- information relating to your performance and behaviour at work;
- training records;
- electronic information in relation to your use of IT systems/swipe cards/telephone systems;
- your images (whether captured on CCTV, by photograph or video);
- any other category of personal data which we may notify you of from time to time.

4 How we define special categories of personal data

- 4.1 'Special categories of personal data' are types of personal data consisting of information as to:
- your racial or ethnic origin;
 - your political opinions;
 - your religious or philosophical beliefs;
 - our trade union membership;
 - your genetic or biometric data;
 - your health;
 - your sex life and sexual orientation; and
 - any criminal convictions and offences.

We may hold and use any of these special categories of your personal data in accordance with the law.

5 How we define processing

- 5.1 'Processing' means any operation which is performed on personal data such as:

- collection, recording, organisation, structuring or storage;
- adaption or alteration;
- retrieval, consultation or use;
- disclosure by transmission, dissemination or otherwise making available;
- alignment or combination; and
- restriction, destruction or erasure.

This includes processing personal data which forms part of a filing system and any automated processing.

6 How will we process your personal data?

- 6.1 The Company will process your personal data (including special categories of personal data) in accordance with our obligations under the 2018 Act.
- 6.2 We will use your personal data for:
- performing the contract of employment (or services) between us;
 - complying with any legal obligation; or
 - if it is necessary for our legitimate interests (or for the legitimate interests of someone else). However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing. See details of your rights in section 12 below.

We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

If you choose not to provide us with certain personal data you should be aware that we may not be able to carry out certain parts of the contract between us. For example, if you do not provide us with your bank account details we may not be able to pay you. It might also stop us from complying with certain legal obligations and duties which we have such as to pay the right amount of tax to HMRC or to make reasonable adjustments in relation to any disability you may suffer from.

7 Examples of when we might process your personal data

- 7.1 We have to process your personal data in various situations during your recruitment, employment (or engagement) and even following termination of your employment (or engagement).
- 7.2 For example (and see section 7.5 below for the meaning of the asterisks):
- to decide whether to employ (or engage) you;
 - to decide how much to pay you, and the other terms of your contract with us;

- to check you have the legal right to work for us;
- to carry out the contract between us including where relevant, its termination;
- training you and reviewing your performance*;
- to decide whether to promote you;
- to decide whether and how to manage your performance, absence or conduct*;
- to carry out a disciplinary or grievance investigation or procedure in relation to you or someone else;
- to determine whether we need to make reasonable adjustments to your workplace or role because of your disability*;
- to monitor and protect the security (including network security) of the Company, of you, our other staff, clients and others;
- to monitor and protect the health and safety of you, our other staff, clients and third parties*;
- to pay you and provide pension and other benefits in accordance with the contract between us*;
- paying tax and national insurance;
- to provide a reference upon request from another employer;
- monitoring compliance by you, us and others with our policies and our contractual obligations*;
- to comply with employment law, immigration law, health and safety law, tax law, and other laws which affect us*;

- to answer questions from insurers in respect of any insurance policies which relate to you*;
- running our business and planning for the future;
- the prevention and detection of fraud or other criminal offences;
- to defend the Company in respect of any investigation or litigation and to comply with any court or tribunal orders for disclosure*;
- for any other reason which we may notify you of from time to time.

7.3 We will only process special categories of your personal data (see above) in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we asked for your consent to process a special category of personal data then we would explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose by contacting the Data Protection Officer.

7.4 We do not need your consent to process special categories of your personal data when we are processing it for the following purposes, which we may do:

- where it is necessary for carrying out rights and obligations under employment law;
- where it is necessary to protect your vital interests or those of another person where you/ they are physically or legally incapable of giving consent;

- where you have made the data public;
- where processing is necessary for the establishment, exercise or defence of legal claims; and
- where processing is necessary for the purposes of occupational medicine or for the assessment of your working capacity.

7.5 We might process special categories of your personal data for the purposes in paragraph 7.2 above which have an asterisk beside them. In particular, we will use information in relation to:

- your sickness absence, health and medical conditions to monitor your absence, assess your fitness for work, to pay you benefits, to comply with our legal obligations under employment law including to make reasonable adjustments and to look after your health and safety; and

7.6 We do not take automated decisions about you using your personal data or use profiling in relation to you.

8 Sharing your personal data

- 8.1 Sometimes we might share your personal data with our contractors and other agents to carry out our obligations under our contract with you or for our legitimate interests.
- 8.2 We require those companies to keep your personal data

confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.

8.3 These legitimate activities will be for processing:

- Payroll
- Pension
- Assisting on legal and HR related matters
- Training courses

8.4 We do not send your personal data outside the European Economic Area. If this changes you will be notified of this and the protections which are in place to protect the security of your data will be explained.

9 How should you process personal data for the Company?

9.1 Everyone who works for, or on behalf of, the Company has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this policy and the Company's Communication and Security policy and plan and processing procedures.

9.2 The Company's Data Protection Officer (Racheal Hughes) is responsible for reviewing this policy. You should direct any questions in relation to this policy or data protection to this person.

9.3 You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of the Company and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.

9.4 You should not share personal data informally.

9.5 You should keep personal data secure and not share it with unauthorised people.

9.6 You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.

9.7 You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.

9.8 You should use strong passwords.

9.9 You should lock your computer screens when not at your desk.

9.10 Personal data should be encrypted or password protected before being transferred electronically to authorised external contacts.

9.11 Consider anonymising data or using separate keys/codes so that the data subject cannot be identified.

9.12 Do not save personal data to your own personal computers or other devices.

9.13 Personal data should never be transferred outside the

European Economic Area except in compliance with the law and authorisation of the Data Protection Officer.

9.14 You should lock drawers and filing cabinets. Do not leave paper with personal data lying about.

9.15 You should not take personal data away from Company's premises without authorisation from your line manager or Data Protection Officer.

9.16 Personal data printouts should be put in the secure red recycling bags when you have finished with it.

9.17 You should ask for help from our Data Protection Officer if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.

9.18 Any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you in accordance with our disciplinary procedure.

9.19 It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below). This conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal.

10 How to deal with data breaches

10.1 We have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur (whether in respect of you

or someone else) then we must take notes and keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals then we must also notify the Information Commissioner's Office within 72 hours.

10.2 If you are aware of a data breach you must contact Data Protection Officer immediately and keep any evidence you have in relation to the breach.

11 Subject access requests

11.1 Data subjects can make a 'subject access request' ('SAR') to find out the information we hold about them. This request must be made in writing. If you receive such a request you should forward it immediately to the Data Protection Officer who will coordinate a response.

11.2 If you would like to make a SAR in relation to your own personal data you should make this in writing to Data Protection Officer. We must respond within one month unless the request is complex or numerous in which case the period in which we must respond can be extended by a further two months.

11.3 There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive we may charge a reasonable administrative fee or refuse to respond to your request.

12 Your data subject rights

- 12.1 You have the right to information about what personal data we process, how and on what basis as set out in this policy.
- 12.2 You have the right to access your own personal data by way of a subject access request (see above).
- 12.3 You can correct any inaccuracies in your personal data. To do so you should contact Data Protection Officer.
- 12.4 You have the right to request that we erase your personal data where we were not entitled under the law to process it or it is no longer necessary to process it for the purpose it was collected. To do so you should contact Data Protection Officer.
- 12.5 While you are requesting that your personal data is corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted while the application is made. To do so you should contact Data Protection Officer.
- 12.6 You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.
- 12.7 You have the right to object if we process your personal data for the purposes of direct marketing.
- 12.8 You have the right to receive a copy of your personal data and
- to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.
- 12.9 With some exceptions, you have the right not to be subjected to automated decision-making.
- 12.10 You have the right to be notified of a data security breach concerning your personal data.
- 12.11 In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact Data Protection Officer.
- 12.12 You have the right to complain to the Information Commissioner. You can do this by contacting the Information Commissioner's Office directly. Full contact details including a helpline number can be found on the Information Commissioner's Office website (www.ico.org.uk). This website has further information on your rights and our obligations.

Contacts

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