



# **Champion Contract Services Limited**

## **Employee Handbook**



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## **Introduction - Champion Contract Services Limited:**

Champion Contract Services Limited is a fully compliant umbrella company. We act as an employer to individuals who work on contract assignments, typically sourced by recruitment agencies.

If you decide to work with Champion, you will become an employee of Champion Contract Services Limited. You will be able to work on numerous assignments for various agencies and end client organisations. Your employment with Champion is permanent and it overarches any/all fixed term contract assignments you may undertake.

All your statutory employment rights and entitlements will be provided and supported by Champion Contract Services Limited.

We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

With regard to the above, we expect all those in our supply chain and all contractors to comply with our values.

As part of our due diligence processes, we continuously liaise with our clients and employees, to ensure that all parties are compliant with up-to-date employment legislation and employment rights.

This handbook sets out the main policies and procedures that you will need to be aware of while employed by Champion Contract Services Limited. You should familiarise yourself with the contents and always comply with them.

If you have any immediate questions regarding handbook contents, please contact Jim McMeekin on 0161 703 2549 or by emailing [info@championcontractors.co.uk](mailto:info@championcontractors.co.uk).

Note - this handbook does not form part of an employee's contract of employment as we may update and amend it from time to time.

### **Key Contacts**

Payroll enquiries - please email [payroll@championcontractors.co.uk](mailto:payroll@championcontractors.co.uk) or call 0161 703 2535.

General queries - please email [info@championcontractors.co.uk](mailto:info@championcontractors.co.uk) or call 0161 703 2549.

## **About your agreement with Champion Contract Services Limited**

### **Right to Work**

As your employer, Champion Contract Services Limited (Champion) must legally prove that you are able to work in the UK.



Your personal ID and Right to Work documents will have been requested when you signed up with Champion and must be sent to us at your earliest convenience.

A list of documents that can be used to support your ID and Right to Work in the UK, can be found [HERE](#).

As part of our Right to Work process, we will also carry out an online ID check to verify your identity\* - we will then contact you to arrange a short video call which will allow Champion to compare all the documents you have provided, before we complete the exercise.

*\*This will not leave any imprint on your credit score*

Note - the verification process must be completed before Champion can issue your contract of employment and formalise our employment relationship with you.

### **The Conduct of Employment Agencies and Employment Businesses Regulations 2003**

Introduced by the Department of Business, Innovation and Skills (BIS) in April 2004, regulations are in place to govern the conduct of the UK recruitment industry – they specifically detail the minimum standards that work-seekers and hirers are entitled to expect.

The conduct regulations essentially provide protection for freelance workers who seek temporary and permanent employment opportunities via recruitment agencies. Any breach of the regulations is a criminal offence.

Work-seekers have the option to 'opt out' of the regulations – this must be done before the start of an assignment.

Work-seekers can also decide to opt back into the conduct regulations at a later date, by providing their employer with written notice of their intentions.

Note – Those who work with vulnerable people cannot opt out of the conduct regulations. The regulations confirm that a vulnerable person is any person, who by reason of age, infirmity, illness, disability or any other circumstances is in need of care or attention – it also includes any person under 18 years of age.

**Important** - Prior to commencing work with Champion, you will be issued with a Contract of Employment. When you sign acceptance of the contract, you will be automatically opted out of the conduct regulations.

Clause 21.1 of the Champion contract of employment confirms the following:

"by signing this agreement, the Employee confirms that they wish to Opt Out of the Regulations (pursuant to Regulation 32 of the Regulations) where it is legally permissible to do so, unless and until the Employee specifically instructs the Employer otherwise in relation to any particular engagement; and the Employee authorises the Employer to notify the Employment Business



of such agreement between them. In its capacity as Work Seeker, the Employer opts out of the Regulations where it is legally permissible to do so”.

Should you wish to opt into the conduct regulations, please contact a Champion advisor on 0161 703 2549 for more support and information.

If you will be working with or attending to vulnerable people, please immediately contact a Champion advisor.

Should you wish to discuss the conduct regulations in more detail with a senior Champion representative, please contact Jim McMeekin on 0161 703 2549 or by emailing him via [info@championcontractors.co.uk](mailto:info@championcontractors.co.uk).

You can also access more information about the conduct regulations and your options by clicking [HERE](#) .

### **Payments**

You will be paid weekly/monthly in arrears while working through Champion and in line with the payment schedule agreed with your agency. You will typically receive your payment 7 working days after the end of each working week/month.

If your agency has self-billing status, you do not need to provide Champion with a copy of your signed timesheet. You will however need to ensure that any hours/days worked have been agreed by your client prior to the agency weekly/monthly cut off point. In these circumstances, your agency will provide Champion with a weekly/monthly self-billing remittance, ahead of issuing a relevant payment.

If your agency does not have self-billing status, then you will be required to confirm the number of hours/days you have worked AND also upload a copy of your signed timesheet via your Champion portal. If necessary, you can also email a note of your time worked each week/month, along with a copy of your timesheet to [payroll@championcontractors.co.uk](mailto:payroll@championcontractors.co.uk)

You will ALSO be required to send the signed timesheet (or equivalent) to your agency/client.

If your agency requires an invoice, it is your responsibility to ensure that you send confirmation of your hours/days to Champion by 12:00 noon each Tuesday.

If you are unsure of the self-billing status of your agency, please contact a Champion advisor on 0161 703 2549.

Please note, some agencies will only make payment to Champion on a monthly basis. If this applies to you, your agency consultant should have already confirmed it. If you have any doubts, please contact a Champion advisor.

All payments will be made by Champion to your personal bank account, via Faster Payment. Once the funds have left the Champion account, we have no control over them. Banking



guidance confirms that although highly unlikely, Faster Payments can take until close of business to clear a recipient bank account.

### **Tax & National Insurance**

When employed by Champion, your earnings are subject to Income Tax and National Insurance contributions which we are legally obliged to deduct. All deductions are in line with current tax rates and thresholds set by HMRC.

We would ask that you provide us with your most recent P45 as soon as possible. In circumstances where a P45 is not available to you, please complete a new starter checklist which can be found [HERE](#) .

On receipt of the above documents, Champion will quickly ensure that you are placed onto the correct tax code for your circumstances.

At times, HMRC may contact us directly and ask us to change your tax code, Champion are legally obliged to do this.

If you believe that your tax code is incorrect, you will need to contact HMRC directly - this is because it is deemed to be a personal tax matter.

The HMRC contact number is **0300 200 3300**. You will also need to quote the Champion Tax Reference – **080/TA31008**.

### **Statutory Deductions**

#### Employers National Insurance Contributions (ENICS)

When you are in permanent employment, your employer has a statutory liability to pay Employer's National Insurance contributions (ENICS).

When working via Champion, the process is exactly the same. ENICS still needs to be paid on your assignment income and it is therefore imperative that your agency adjusts your rate to account for the burden. If your agency does not account for ENICS within funds paid to Champion, then you will actually take home less money than you would do if the agency paid you via their own internal payroll function.

For information, ENICS are calculated at 15% on earnings above the primary threshold and are uncapped thereafter.

Please bear the above information in mind before you accept a rate from your agency and do not hesitate to call a Champion advisor if further support is required.

#### Apprenticeship Levy (AL)

The Apprentice Levy (AL) was introduced on 06 April 2017 and applies to all businesses (including umbrella companies) who have a wage bill in excess of £3 million per annum.

As with ENICS, the AL will have been added into your hourly/daily rate (0.5% of the gross for tax) by your agency when they calculated your proposed rate.



All funds collected for the AL are allocated to an apprenticeship training fund (run by the government) and therefore Champion will not benefit financially from these deductions, except for apprenticeship/training purposes.

## **Other Deductions**

### Childcare Vouchers

The scheme closed to new applicants on 04 October 2018; For more information, please see the link below: <https://www.gov.uk/help-with-childcare-costs/childcare-vouchers>

### Student Loans

If you are required to make student loan contributions, you will see the contribution detailed on your payslip. The calculation is made based on 9% of your net earnings, however there is a threshold before you have to pay.

Please contact the Champion payroll team for the current threshold levels and for further guidance.

### Attachment of Earnings Orders

Champion is required to adhere to any attachment of earnings orders that may apply to you.

These are typically taken as a percentage of your net pay and are paid across to recipient bank accounts on a monthly basis.

## **Champion Margins**

Champion has three services with three different levels of margins applied.

The first service, known as Prime Pay, has a margin of £24.00 per worked week paid.

Our second service, Plan Pay, has a margin of £28.00 per worked week paid.

Our third service, Plus Pay, has a margin of £34.00 per worked week paid.

Note 1 – No margin is applied to any holiday payment requests, for those who accrue holiday pay.

Note 2- No margin is applied on statutory payments processed by Champion.

## **Holiday Leave and Pay**

Champion's holiday year runs between 01 April – 31 March each year. You will accrue annual leave (i.e a holiday allowance) on the last day of each pay period at the rate of 12.07% of the number of hours that you have worked during that pay period, subject to a maximum of 28 days' holiday (inclusive of bank holidays) in any holiday year. A pay period corresponds with the frequency with which you are paid (e.g if you are paid weekly then you will accrue





holiday at the end of the week). If you have not worked in any pay period then you will not accrue holiday in that pay period.

As a responsible employer and to support your physical and mental health wellbeing, Champion encourages you to plan and sufficiently phase your leave entitlement throughout the course of the year. We therefore recommend that you take at least half of your entitlement in the first six months of the holiday year.

We'll send you reminders throughout the year, so you don't forget.

If there is something that is preventing you from taking your leave, (whatever that may be), please let us know so we can consider how best to support you.

Details of the process for booking holiday are set out in your employment contract.

As outlined during the set-up process, you have the option for your holiday pay to be retained or for it to be paid out in advance of taking annual leave (known as rolled up holiday pay).

#### Retained holiday pay

If you opt to have your holiday pay **retained** each week/month, you will have 12.07% held back from your payments which will go into a holiday pot. The amount of accrued holiday pay in your pot will then be clearly shown on your weekly/monthly payslips.

As and when you wish to take holiday over the course of the year, Champion will require you to email us and request either a defined amount of holiday pay from your accrued pot, or ask us to pay you an average day's pay for each day you are taking off. Unless otherwise requested, Champion will process holiday pay in accordance with your normal weekly/monthly payment schedule.

If at any point you wish to opt into rolled up holiday pay instead, you will need to confirm this in writing to [payroll@championcontractors.co.uk](mailto:payroll@championcontractors.co.uk)

If you leave Champion at any point during the year, we will automatically pay the balance of all retained holiday funds to you.

#### Rolled up holiday pay

If you opt to have your holiday pay **paid out** in advance (rolled up), each time you are paid for doing work on an assignment you will receive an additional 12.07% of that amount on top as holiday pay. The amount of holiday pay will be clearly shown on your weekly/monthly payslips. This means that when you actually take your annual leave you will not receive any holiday pay at the time, because your holiday pay is averaged out and paid to you throughout the year on top of your wages. We therefore recommend that you keep your rolled up holiday pay



saved aside ready to dip into when you take holiday. Choosing this model should not mean that you work non-stop and do not take your annual leave. We encourage you to take your holiday entitlement to make sure that you are getting enough rest and down time, irrespective of this being paid on a weekly/monthly basis.

As holiday pay is exactly the same as conventional earnings, it is subject to Income Tax & National Insurance deductions before net payments are made.

Annual leave not taken by the end of the holiday year, which can't be carried forward, will be lost (except as detailed below), so please do make sure you take your annual leave when you can.

### Carry over

Subject to limited exceptions, all holiday entitlement which you accrue in a leave year must be taken in that leave year otherwise it will be lost. We do not allow employees to carry forward untaken holiday from one year to the next except in the circumstances listed below. We encourage you to take your full holiday entitlement every year for your health and wellbeing.

- **Sickness absence:** if you have been unable to take some or all of your holiday entitlement in a given leave year due to being on sick leave, you may carry forward the untaken holiday into the next leave year, but it must be taken within 18 months of the holiday year in which it originally accrued, otherwise it will be lost. If you have been on sick leave and have not been able to take your full holiday entitlement, please contact us before the end of the relevant leave year to discuss the carry over of your holiday entitlement.
- **Statutory leave:** if you have been unable to take some or all of your holiday entitlement in a given leave year due to being on statutory leave, you may carry forward the untaken holiday into the next leave year. If you have been on statutory leave and have not been able to take your full holiday entitlement, please contact us before the end of the relevant leave year to discuss the carry over of your holiday entitlement. Statutory leave means Maternity, Adoption, Shared Parental, Parental, Paternity, Parental Bereavement, Carer's and Neonatal Care Leave.

## **Pension Contributions**

### Automatic Enrolment

Pension contributions detailed on your payslips relate to the Workplace Pension Scheme that all employers must comply with. After 12 weeks of your assignment, if eligible, you will be automatically enrolled onto the Champion workplace pension scheme operated via our pension provider, NOW: Pensions.

Champion are required to automatically enrol all eligible employees onto the scheme and make a subsequent deduction, however, you are not required to stay in the scheme if you choose



not to. To opt out of the scheme, please contact the Champion payroll team who will assist further.

If you do wish to opt out of the scheme, please ensure you do this within the first 4 weeks of enrolment as any contributions already made cannot be refunded after this point.

### Group Pension and Other Schemes

If you are a member of the Champion Group Pension Scheme or any other personal pension scheme, a deduction for your contributions will be outlined in your payslip.

The contributions are typically paid to your pension provider on or around the 6<sup>th</sup> day of the month.

### **Statutory Payments**

#### SSP – Statutory Sick Pay

If you have commenced employment and earn a minimum of £123.00 per week and have been absent from work due to illness for 4 or more consecutive days, you are entitled to be paid SSP.

If you qualify for SSP you will receive payments for up to 28 weeks of your illness. Please contact the Champion payroll team for current payment figures.

For sickness that lasts 7 days or more, a doctor's note is required. You can self-certify if your absence from work is less than 7 days.

SSP will be paid to you on your usual payment date - a Champion margin (see page 5 for details) will not apply to payments of SSP alone.

If you are unsure whether you qualify for SSP, please contact the Champion payroll team.

#### SMP – Statutory Maternity Pay

SMP is a statutory payment in relation to maternity pay that you may be entitled to receive, depending on whether you meet the eligibility criteria as follows;

- Be on the Champion payroll in the 'qualifying week' - the 15th week before the expected week of childbirth.
- Provide proof you are pregnant (usually via MATB1 form provided by the midwife).
- Have worked for us continuously for at least 26 weeks up to any day in the qualifying week.
- Your average earnings are not less than the lower earnings limit set by the government each tax year.

SMP is claimable for up to 39 consecutive weeks. You will receive 90% of your average earnings for the first 6 weeks of your maternity leave. For the remaining period you will be paid the statutory amount. Please contact our payroll team for current SMP figures.



SMP will be paid to you on your usual payment date – a Champion margin (see page 5 for details) will not apply to payments of SMP alone.

### SPP – Statutory Paternity Pay and Leave

If your partner is having a baby or you are adopting a child, you might be eligible for paternity leave and pay. Eligibility criteria is as follows;

- On the birth of a child where: You are the biological father and expect to have some responsibility for the child's upbringing; or you are the mother's partner ('spouse', civil partner or someone (of either sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle) and you expect to have main responsibility with the mother for the child's upbringing.
- On the birth of a child to a surrogate mother where you are, or your Partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your Partner responsibility for the child.
- Where an adoption agency places a child with you and/or your Partner for adoption and you expect to have main responsibility (with your Partner) for the child's upbringing.
- Where a local authority places a child with you and/or your Partner under a fostering for adoption arrangement and you expect to have main responsibility (with your Partner) for the child's upbringing.

You must also be employed through Champion continuously for at least 26 weeks up to and including your qualifying week.

You will be paid paternity pay at the statutory level (the current level will be confirmed by our payroll team) or 90% of your average weekly earnings (whichever is the lower) for up to two weeks (which do not have to be taken consecutively).

You cannot take paternity leave if you have already taken shared parental leave in respect of the same child.

Note - Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental, parental bereavement, carer's, neonatal care or shared parental leave (referred to collectively as family leave). If you are planning a period of family leave that is likely to last beyond the end of the holiday year, you should discuss your holiday plans with a member of the Champion payroll team in good time before starting your family leave. Any holiday entitlement for the year that cannot reasonably be taken before starting your family leave can be carried over to the next holiday year. Any holiday carried over should be taken immediately before returning to work [or within three months of returning to work] after the family leave.

There are a number of other family-friendly statutory schemes which you may qualify for including statutory adoption pay and leave, shared parental leave and pay and parental leave, time off for antenatal appointments and adoption appointments. Please contact the Champion payroll team for further details.



### **Emergency Contact Details**

Champion is responsible for maintaining up-to-date details of your home address and the emergency contact telephone numbers of the person or persons you would like us to contact in the event of an emergency, for example if you have an accident.

This information is held in confidence and will only be used when absolutely needed.

### **Changes to your Personal Details**

You have a responsibility to immediately inform Champion of any changes to your personal details, so that we can keep our records up to date.

Any changes to your personal details must be confirmed in writing.

### **Securing Future Assignments**

As your employer, Champion is aware that you may need some help to maintain continuity of work when your existing assignment(s) comes to an end.

To assist you in this regard, we have compiled some helpful guidance which can be found by clicking [HERE](#).

### **Leaving Champion Contractors**

If you wish to terminate your employment with Champion, we will require written confirmation of your intentions.

When contacting us, please make us aware of your full name, reason for leaving and your final date of employment.

You will receive your P45 after your final payment has been made.

### **Health and Safety Guidelines**

Champion has a statutory responsibility to provide all employees with information, training, and other support, as is necessary, to enable work activities to be always carried out safely. In support of this, we will issue you with a health & safety questionnaire when you undertake each and every new assignment to demonstrate that all steps, as are reasonably practical, have been taken to ensure your own health and safety and that of your work colleagues.

As you start each new assignment, a safety induction process should be made available to you by your end client, whereby the client will advise you of their health & safety procedures along with their nominated safety contacts. If this does not happen, please contact Champion immediately. This induction will assist you when completing your Champion questionnaire.

Important things to note (along with the questionnaire points) include;

- You must familiarise yourself with the client's fire evacuation procedure.
- If you were to have an accident or 'near miss' you should always register this in the

client's accident book and report this to Champion as soon as possible.

- You should be made aware of the first aid provisions, know the identity of designated first aiders and the whereabouts of any first aid facilities.
- It is important for you to read and understand any appropriate risk assessments which have been prepared particularly for any work procedures or work systems that you will undertake such as manual handling, hazardous substances, working at heights, the use of display screen equipment, personal protective equipment etc.
- If you work from home for all, or part of your assignment, please ensure that your workstation is set up correctly and safely (a copy of the DSE recommendations is available from Champion if required). You should give yourself adequate breaks when working at a computer screen for any length of time (more than one hour in any one session).
- If you are required to drive during your assignment, please ensure that you drive safely and in accordance with road traffic legislation. Particular emphasis is placed on the safe use of mobile phones.

It is important that you take these requirements seriously. You must liaise with your client nominated contact if you feel that your health & safety is being put at risk. You must also immediately raise your concerns with Champion.

## **Policies**

### **Slavery and Human Trafficking Statement**

This statement is made on behalf of Champion Contract Services Limited, as part of Champion Group, in respect to the [Modern Slavery Act 2015](#).

The acts require us as a Company to be clear both in our business and our wider supply chain about our efforts to eliminate any slavery and human trafficking. As a responsible organisation we have the responsibility to be aware of the risk, and to tackle slavery and human trafficking, reporting any concerns to management and we are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business. The Champion organisation has zero tolerance to slavery and human trafficking.

### **Internal Training and Policies:**

To ensure a high level of understanding regarding the risks of modern slavery and human trafficking we provide training to our colleague's and have a number of internal policies.

These include, but are not limited to;

- ▲ Right to work training
- ▲ Anti-Money Laundering training
- ▲ Whistleblowing Policy
- ▲ Code of Business Conduct

## Identity checks

Our staff are encouraged to identify any suspicious behaviour in breach of the Modern Slavery Act 2015 to Jim McMeekin, Director.

This statement is made pursuant to Section 54(1) of the Modern Slavery Act 2015 and constitutes our group's slavery and human trafficking statement for the current financial year.

## **Diversity and Equal Opportunities**

### Policy

The company values the contribution that every team member can make to its successful performance.

Discriminating against team members or job applicants on the grounds of age, gender reassignment, sex, race, disability, religion or belief, sexual orientation, marital or civil partner status, pregnancy or maternity, colour, nationality, ethnic or national origin whether actual or perceived, is unacceptable behaviour, and a breach of the company's rules.

This includes direct discrimination, indirect discrimination, harassment, and victimisation. Such actions will result in disciplinary action. Any allegations of unfair employment practice will be fully investigated and recorded.

Allegations of unfair employment practice will be investigated under the company's established disciplinary procedures. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.

## **Privacy Policy**

Champion Contract Services Limited is committed to protecting the privacy and security of your personal information.

Our privacy notice describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR).

It applies to all employees, workers and contractors and the full policy can be found by clicking [HERE](#).

## **Grievance Policy 1. About this procedure**

- 1.1 Most grievances can be resolved quickly and informally through discussion with Champion. If this does not resolve the problem, you should initiate the formal procedure set out below.
- 1.2 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.

1.3 This procedure does not form part of any employee's contract of employment. It may be amended at any time and we may depart from it depending on the circumstances of any case.

**2. Step 1: written grievance**

2.1 You should put your grievance in writing and submit this to Jim McMeekin (Director) via [jim@championcontractors.co.uk](mailto:jim@championcontractors.co.uk).

2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

**3. Step 2: meeting**

3.1 We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend.

3.2 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.

3.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

3.4 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.

3.5 We will write to you, usually within one week of the last grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

**4. Step 3: appeals**

4.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to Ged Cosgrove – Managing Director, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

4.2 We will hold an appeal meeting, normally within two weeks of receiving the appeal. Where possible this will be dealt with by someone who has not



previously been involved in the case. You will have a right to bring a companion (see paragraph 3.2).

4.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

## **Whistleblowing**

The Public Interest Disclosure Act 1998 offers protection in certain circumstances against victimisation or dismissal for workers who “blow the whistle” on criminal behaviour or other wrongdoing.

Champion encourage our employees to bring their concerns to the attention of Jim McMeekin, Director.

Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.

The aim of this policy is to provide an internal mechanism for reporting, investigating, and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.

The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. The charity Protect operates a confidential helpline.

We will not subject anyone to detrimental treatment or take disciplinary action against employees for whistle blowing, and any such treatment would be considered Gross Misconduct and may be dealt with in accordance with the Disciplinary Procedure.

## **Disciplinary Policy 5. About this procedure**

5.1 This procedure is intended to help maintain standards of conduct and to ensure fairness and consistency when dealing with allegations of misconduct.

5.2 Minor conduct issues can usually be resolved informally with your line manager. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.

5.3 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.

5.4 This procedure does not form part of any employee's contract of employment, and

we may amend it at any time.

## 6. Investigations

6.1 Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of factfinding and no disciplinary action will be taken without a disciplinary hearing.

6.2 In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless authorised to do so. Suspension is not considered to be disciplinary action.

## 7. The hearing

7.1 We will give you written notice of the hearing, including sufficient information about the alleged misconduct and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.

7.2 You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.

7.3 You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.

7.4 We will inform you in writing of our decision, usually within one week of the hearing.

## 8. Disciplinary action and dismissal

The usual penalties for misconduct are:

- (a) **Stage 1: First written warning:** Where there are no other active written warnings on your disciplinary record, you will usually receive a first written warning. It will usually remain active for six months.
- (b) **Stage 2: Final written warning.** In case of further misconduct or where there is an active first written warning on your record, you will usually receive a final written warning. This may also be used

without a first written warning for serious cases of misconduct. The warning will usually remain active for 12 months.

- (c) **Stage 3: Dismissal or other action.** You may be dismissed for further misconduct where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given overleaf.

We may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period.

## 9. Appeals

- 9.1 You may appeal in writing within one week of being told of the decision.
- 9.2 The appeal hearing will, where possible, be held by someone other than the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.
- 9.3 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. There is no further right of appeal.

## 10. Gross misconduct

- 10.1 Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).
- 10.2 The following are examples of matters that are normally regarded as gross misconduct:
- (a) theft or fraud;
  - (b) physical violence or bullying;
  - (c) deliberate and serious damage to property;
  - (d) serious misuse of the organisation's property or name;
  - (e) deliberately accessing internet sites containing pornographic, offensive or obscene material;
  - (f) serious insubordination;
  - (g) unlawful discrimination or harassment;
  - (h) bringing the organisation into serious disrepute;
  - (i) serious incapability at work brought on by alcohol or illegal drugs;
  - (j) causing loss, damage or injury through serious negligence;
  - (k) a serious breach of health and safety rules;
  - (l) a serious breach of confidence.

This list is intended as a guide and is not exhaustive.

## **Employee Conduct**

### **Code of Conduct**

The reputation and, therefore, the success of the Champion business rests on the way each individual carries out his/her work. We expect you to always present yourself in a professional and business-like manner.

All reasonable instructions given to you by your line manager must be carried out.

### **Personal Telephone Calls**

Whilst we recognise that there is a need to make or receive some personal telephone calls during working hours, these should be kept to a minimum.

Non-work mobile phones should be switched off during office hours.

### **Drink and Drugs**

You are not permitted to drink alcohol or to be under the influence of alcohol during working hours.

Similarly, you are not permitted to be in possession of or to be under the influence of drugs, other than those specifically prescribed to you by a registered medical practitioner, during working hours.

### **Personal Possessions**

It is your responsibility to take care of your own possessions whilst at work - e.g., money, coats, bags and other valuables.

Champion cannot accept liability for the loss of, or damage to, your belongings whilst you are at work.

### **Gifts, Bribery and Corruption**

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.

Any member of staff, including those who are responsible for expenditure with outside suppliers should not accept gifts or other rewards from them. Any such offer should be politely

declined, and anything received should be politely returned.

The acceptance of low value items such as diaries and calendars are however permitted from existing customers, suppliers and business partners.

### **No Smoking Policy**

We value the health, safety and welfare of our employees. We recognise that smoking is damaging to health and harmful to the environment.

This policy aims to protect all employees, customers and any visitors from exposure to second hand smoke and to comply with the Health Act 2006.

Under the Health Act 2006, smoking in all enclosed premises and substantially enclosed premises is outlawed, this includes company vehicles.

The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

This policy applies to all employees, customers and any visitors.

### **IT Policy - General Guidelines**

Because of licensing regulations you should not install software on client machines, unless permitted to do so.

In most cases licensing agreements will not allow for any software to be copied by you or taken home. Records and/or software instructions must not be altered unless you are authorised to do so.

You must ensure good practice to prevent the introduction of a virus to any of the systems you are authorised to use.

You should protect your personal password if you have one, and you must not use anyone else's ID to access systems that are not normally available to you.

Employees who are issued with items of IT equipment are required to return them in good condition and in good working order at the end of the project for which they were issued or upon leaving our employment.

### **Email**

From time to time, you may be required to use a client's email system. As an important business tool, use of email for non-business purposes should be kept to a minimum.

You must not send emails containing material which is: pornographic or sexual; defamatory or offensive; in any way illegal; or which may in any way bring the Champion into disrepute. Sending material of this kind is likely to be treated as Gross Misconduct.

### **Internet**

You must not use the Internet to access content of a pornographic or sexual or inappropriate

nature.

You must not access social networking sites during work hours. Doing so will be regarded as Gross Misconduct.

You must not download unauthorised software from the internet whilst on a client site.

### **IT Security**

In order to protect client's IT Systems from the threat of computer viruses, we ask that you do not use instant messaging and peer to peer file sharing programs.

### **Training and Development**

We are committed to providing the training and coaching that will enable employees to carry out their jobs to the highest standard and that will encourage them to develop their potential.

A selection of training opportunities can be made available in most major cities.