



## EMPLOYEE HANDBOOK



## **Preface**

The purpose of this document is to define rules, which apply to all employees in accordance with the requirements of current Employment Legislation.

It is every employee's duty to observe the following general rules and safety rules and to behave at all times in a reasonable way towards colleagues, the Company, its' suppliers and customers.

You are expected to always act wholeheartedly in the interests of the Company and to use your good judgement at all times. Any conduct detrimental to Company interests or its' relations with customers, suppliers, the general public, or damaging to its' public image shall be considered to be a breach of Company rules.

This document should be read in conjunction with your Offer of Employment letter, health and safety documents, and Company Policies, and as such forms part of your terms and conditions of employment unless specified to the contrary.

This Employee Handbook will be reviewed and updated as and when required, to reflect current legislation and Company requirements. It is the responsibility of each employee to keep abreast of the latest version of this document, which can be found on the Company website: [www.truckeast.co.uk](http://www.truckeast.co.uk). Hard copy requests of the Employee Handbook can be made through your line manager.

## **Introduction**

As one of the largest privately owned commercial dealers in the UK, TruckEast support over 2,000 customers across East Anglia. Representing the Scania brand we pride ourselves on delivering unrivalled service levels across each branch and maintenance unit.

Every service that we offer at TruckEast is driven by operators up and down the country and the challenges that they face. We understand that downtime isn't just an irritation but can mean that everything comes to a stop. That is why we hold one core purpose – to keep business moving. This is a promise we make to our customers everyday and no matter your role at TruckEast we all have our part to play.

Our values at TruckEast are quite simple and those of a family business. We put our customers first and aim to deliver exceptional service. To us, the details matter and we believe by getting the simple things right, with both honesty and pride, we'll achieve just that.

Life at TruckEast is fast paced, exciting and a true team environment. We're proud to say that it's our people that make us who we are today and always encourage an individual's progression. Many of our senior managers started as apprentices and through training and development have advanced in their career as the company has grown. This is something that we hope will continue and many more employees will grow with us and achieve future personal goals.

We hope that your career at TruckEast is a long, happy and successful one.

**Harley Coulson**

**Managing Director  
TruckEast Limited**

**13<sup>th</sup> November 2023**

## **Section A – Terms and Conditions of Employment**

### **Health and Safety**

The Company will do everything it can to ensure the health, safety and well-being of every employee whilst at work. Any action by an employee that endangers the health or safety of another person whilst at work may lead to disciplinary action being taken, which could result in summary dismissal.

In order to create a safe working environment for all employees, the Health and Safety Policy, risk assessments, safe systems of work, fire and emergency procedures and other safety information issued to all employees must be read and observed at all times.

All accidents, no matter how slight, must be reported to the line manager and recorded in the statutory site Accident Book. Any potential hazard, risk, or unsafe condition must be reported to the supervisor or manager or reported using the site reporting system.

Personal protective equipment must be worn at all times when instructed to do so and when site rules dictate. Disciplinary action may be taken if any safety rules are breached whilst at work.

### **Employment**

Employment with the Company is subject to continued satisfactory performance based on the Terms and Conditions stated in your Offer of Employment letter and this Handbook. You will be notified of any significant change in these terms and conditions within a month prior to the change occurring. If you terminate your employment with the Company and are later re-engaged, your length of service will be calculated from the day of re-engagement. Previous service will not count towards entitlement to benefits, such as pension, holidays or sick pay.

### **References**

When a formal Offer of Employment has been made and accepted, references will be taken up with previous employers. Any Offer of Employment is conditional upon satisfactory references being received. Should it subsequently come to the notice of the Company that inaccurate information has been given, the Company reserves the right to reconsider the employment of that person.

### **Personnel Records**

You must inform your Supervisor or Manager of any change of address or other personal details so that our records can be kept up-to-date. Incorrect records can result in delay should it be necessary to notify your family in case of sickness or accident. Records are kept for all employees electronically.

### **Hours of Work**

Details of your contracted working hours are given in the Offer of Employment letter or any subsequent amendments to that letter. From time to time you may be required to work overtime and you will be expected to co-operate with any reasonable request.

## **Payment of Salary or Wages**

All salary / wages payments will be paid by credit transfer into your nominated personal bank or building society account. Any changes to your bank details must be notified to the HR department immediately so your payments are not affected.

You are advised of your initial rate of pay / salary, the intervals at which it will be paid and any other remuneration details such as bonus or commission in your Offer of Employment letter. Thereafter, any subsequent changes to payments will be confirmed to you verbally or in writing.

The Company is required by law to make certain statutory deductions from your pay. Other deductions can only be made if requests signed by you and approved by your Manager are received by the payroll department (except in cases of final pay – see below). Pay slips are provided on our online Payportal, the details of which are provided on an individual basis from HR.

Final Pay – TruckEast reserve the right to deduct from employee's final pay upon leaving the company:

- 1) The difference between paid holiday taken if greater than your entitlement at the time of leaving (Section d below)
- 2) Excessive / unauthorised / personal spending on company credit and/or fuel cards
- 3) Excessive / unauthorised / personal company mobile phone usage (including data charges)
- 4) Any damage to individually allocated company cars deemed to exceed acceptable wear and tear for the age / condition of the vehicle when surrendered at the end of the employment period
- 5) Any monies borrowed from the company (either from petty cash or through a payroll arrangement)
- 6) Any monies outstanding for training received that is subject to a Training Costs Agreement between employer and employee

## **Holidays**

Except where otherwise agreed by the Company, the following provisions on holiday entitlement will apply to all employees:

- a. All full-time employees will be entitled to 30 days holiday with pay including statutory holidays. This entitlement shall be calculated on a pro-rata basis for part-time employees
- b. This will increase as follows on the anniversary date of the commencement of employment:  
  
31 days after 5 years' service  
32 days after 6 years' service  
33 days after 7 years' service  
34 days after 10 years' service (as from the anniversary of employment date)
- c. When joining the Company your entitlement will be calculated on a pro-rata basis between your date of engagement and 31st December in your first year of service, rounded up to the nearest half day.



- d. All staff will use a day of their annual entitlement on each Bank Holiday if they are contracted to work that day; this is a mandatory requirement except for those who are expressly asked to work on the Bank Holiday, where the employee will be able to take that holiday day whenever they wish
- e. If you leave the Company for any reason, you will be entitled to payment in lieu of holidays accumulated but not taken. Holiday will be calculated on a pro-rata basis between 1st January and your date of leaving in your last year of service, rounded up to the nearest half day. If you have already taken more than your paid holiday entitlement, a deduction will be made from your final wage or salary amounting to the difference between paid holiday taken and your entitlement at the time of leaving
- f. Employees are not permitted to take more than 5 days of non-accrued holiday within the holiday year
- g. The holiday year runs from 1st January to 31st December. Holidays will be taken at times mutually convenient to your Manager and yourself. Requests for holiday should be made as instructed by your line manager and a minimum of 10 days notice should be given.
- h. A maximum of 3 days may be carried over the year-end provided these days are taken by the end of February at the latest
- i. The Company reserves the right to specify up to two days holiday per year as part of your holiday allowance in order to avoid uneconomic working. However, you will receive reasonable notice of such days.

## **Notice Periods**

All employees, during the first three months of employment are required to give one full week's notice in writing to their Manager of their intention to leave the Company's employment.

After three months service, employees are required to give notice in writing to their Manager of their intention to leave the Company's employment as stipulated in the table below. The above will be superseded by any longer period stipulated in your Offer of Employment letter.

The minimum periods of notice required from the Company to the employee AND from the employee to the Company are:

### Hourly Paid Staff

|  |   |
|--|---|
| Within Probationary Period               | 1 week  |
| Up to 3 months' service                  | 1 week  |
| After 13 weeks and up to 2 years service | 1 week  |
| After 2 years service and up to 11 years | 1 additional week for each complete year of service |
| 12 years service or more                 | 12 weeks  |

### Monthly Paid Staff

|  |   |
|--|---|
| Within Probationary Period               | 1 week  |
| Up to 3 months service                   | 1 week  |
| After 3 months and up to 5 years service | 1 month   |
| After 5 years service and up to 11 years | 1 additional week for each complete year of service |
| 12 years service or more                 | Three months  |

The above will be superseded by any contractual periods of a longer duration. Employees whose service is terminated because of gross misconduct will not be entitled to any notice or payment in lieu of notice. The Company will normally expect you to work your period of notice, but this may be waived or reduced at the discretion of the Company.

### **Life Insurance Death In Service Benefit**

The Company provides life insurance cover of your annual salary at no cost to the employee, on completion of six months service. You are strongly advised to complete an Expression of Wishes form addressed to the Company advising to whom you would wish payment to be made in the event of your death whilst in service to the Company. Forms for this purpose are available upon request from the HR department. Company life insurance ceases at the age of 65 or if the employee leaves the employment of the Company.

### **Pension Scheme**

In line with current legislation, TruckEast will auto-enroll all employees into the Company Pension Scheme. Details of the Pension Scheme will be supplied to all employees separately by our pension provider.

### **Private Health Scheme**

The Company offers a private health scheme available to all permanent employees once they have successfully completed their probationary period. Employee fees to join the scheme will be paid by the Company. Private Health contributions are a taxable benefit and so employees will be liable to pay their own tax deductions for this. The scheme is optional and is open to employees and their spouses / partners and children of a qualifying age (spouses / partners and children may be added to the policy at the employee's personal cost). Full details of the scheme can be sought from the HR department. The Company reserve the right to change the scheme provider at any time, or to cancel the scheme. The scheme is for employees (and dependents of employees) only, and so any scheme benefits will end on the final day of employment with the Company.

### **Probationary Period**

All new employees will be subject to a probationary period at the beginning of their employment. This is to give time to assess employee's conduct and performance and to assure their suitability to the role.

Probationary periods are usually three months in duration but can be set by the Manager of periods of time between one and six months in length. At the end of the probationary period the employee will be advised whether the probationary period will end or if it will be extended. At any time within this probationary period the manager can invite the employee to a probationary review meeting and can terminate the contract of employment within this time period if the manager believes the job is unsuitable for the employee. We reserve the right to extend probationary periods for a period of up to six months from the commencement of employment. The manager may wish to invite the employee to a review meeting at the end of the probationary period. Regardless of position, the notice period in any probationary period shall be one week from employee to employer and from employer to employee, unless stated differently in the initial Offer of Employment letter.

## **Staff Development**

It is the policy of the Company to encourage the education, training and development of its employees within the normal requirements of the business.

All staff are given an initial induction confirming the main terms and conditions of their employment and health and safety information. This is usually done on the first day of employment. Late / night shift employees may be asked to alter their times of work on the first day of employment to accommodate their induction. After this, the new starter will be introduced to his or her own job and departmental working arrangements.

Any employee wishing to further their general education and/or study for professional qualifications are encouraged to do so by the Company. Where it is agreed that the course of study is relevant to the employee's present job and/or the future development with the Company, financial assistance may be given. Employees wishing to apply for assistance should, in the first instance, approach their Manager who will decide on the relevance of the course in consultation with the Managing Director.

The Company will consider applications for any method of study, e.g. evening classes, correspondence course etc., but employees will normally be expected to study in their own time. Should the course entail release from work, a commercial decision regarding this will be made by the employee's Manager, in consultation with the Managing or Aftersales Director.

For certain members of technical staff, it is essential that you attend periodic training courses funded by the Company to keep up to date with technical and product development. Where these courses involve nights away from home, accommodation will be provided, and you will also receive an overnight allowance.

The Company recognise the need to regularly review past performance and to discuss future objectives and ambitions with each employee. To this end it is the Company's policy that all staff receives regular appraisal interviews that should occur at least every twelve months. The outcome of these discussions will be recorded on an appraisal form, a copy of which will be given to the employee.



## **Sickness and Attendance Policy and Procedure**

**Policy** – The Company is committed to ensuring that its' employees attend work whenever possible. However, we also recognise that people do succumb to ill health and where this is the case will, through consultation with the employee and medical advisors when appropriate, manage such absences with the ultimate aim of getting that employee back to work as soon as possible.

### **Procedure**

**Notification of absence** – Employees must notify their Line Manager or his/her nominated deputy of any absence within one hour of their normal start time on the first working day of absence and every subsequent day of absence for the first 10 working days of absence. The frequency and timing of contact in the case of absence exceeding 10 days will be agreed on a case-by-case basis, but as a minimum requirement, the employee should keep his/her Line Manager informed throughout the period of absence on at least a weekly basis. If an employee is absent due to ill health, the employee will be required to provide details of the nature of the illness and an indication of their anticipated length of absence. Unexplained absences may be subject to disciplinary action being taken against the employee. Employees should note that leaving a message with a colleague or sending a text message will not be acceptable to fulfil your duty.

### **Certification**

Employees must complete a self-certification form for absences of 7 calendar days or less, immediately upon their return to work. For an absence of more than 7 calendar days, in addition to completing the self-certification form the employee is required to obtain a medical certificate from a medical practitioner, and forward this to his/her Line Manager. If the employee's absence continues after the expiry of the first certificate, subsequent certificates must be obtained to cover the whole period of absence. Un-certified periods of absence may be subject to disciplinary action being taken against the employee.

### **Sickness Absence Payments**

Statutory Sick Pay (SSP) – Subject to certain exceptions, all employees will be entitled to receive statutory sick pay for a maximum of 28 weeks in any 3-year period in accordance with current statutory regulations.

SSP is not payable for the first 3 qualifying days of absence. The rate of SSP will vary depending upon the employee's normal weekly earnings and the rate prescribed by the current regulations. The employee can be notified of the current SSP rate, upon request.

In order to qualify for SSP, the principle requirements are that the employee must:

- Have 4 or more consecutive days of sickness (which may include Sundays and holidays) during which time the employee is too ill to be capable of doing his/her normal duties;
- Notify the employee's absence to his/her Line Manager;
- Supply evidence of incapacity, namely a self certificate for periods of 4 to 7 days, and
- A medical certificate for periods after the first 7 days

Any salary payment above the SSP rate made to an employee on account of an authorised sickness absence, will be at the absolute discretion of the employee's Line Manager and/or the Company. For the avoidance of doubt, no employee will have a contractual right to sick pay over and above the Statutory Sick Pay rate.

The Company reserves the right to withhold payment of SSP or salary in any sickness absence where the employee has not fulfilled the above procedure and conditions.

### **Medical Examination**

The Company may require employees to undergo a medical examination by a medical expert at any time. The purpose of such an examination is to understand the employee's medical condition and the causes of such condition, to obtain an accurate prognosis and to obtain advice upon what, if any, reasonable adjustments could be made to facilitate the employee's return to work in order that we can make a decision about the employee's continuing employment.

All employees agree to consent to such medical examinations (at Company expense) by a doctor nominated by the Company should we so require. All employees also agree that any report produced in connection with any such examination may be disclosed to the Company and we may discuss the contents of the report with the Medical Practitioner.

The Company may seek additional information from the employee's General Practitioner and/or consultants. If this is necessary, such information shall be obtained in accordance with the Access to Medical Reports Act 1988.

### **Return to Work**

Where an employee wishes to return to work prior to the date noted on a medical certificate, he/she must obtain a Statement of Fitness to Work from their GP before attending for work. Where an employee's GP advises that an employee is not fit to return to work, he/she will not be permitted to return.

When an employee returns to work following any period of sickness absence, he/she will be required to attend a Return to Work meeting with their Line Manager.

Where we are concerned about the level or pattern of absence, we may conduct an informal guidance meeting with the employee. The employee will be entitled to be accompanied to any such guidance meeting by a trade union or employee representative or a work colleague. The employee will also have the opportunity to make representations.

Where the Company has serious concerns about the level or pattern of sickness absence we may, following a Return to Work meeting, or deal with the situation through disciplinary or capability procedures.

## **Reasonable Adjustments**

We will continue to comply with its obligations to make reasonable adjustments under the Disability Discrimination Act 1995. We will, wherever possible, consider all reasonable adjustments that could be made in respect of an employee's work in order to facilitate their return to work. Such adjustments may include a reduction in hours (if this is possible with business demands), the transfer of certain duties to other employees, physical adjustments, and retraining. Such adjustments may be adopted on a temporary or permanent basis, depending on the circumstances of each case

## **Incapability**

Where an employee is not capable of returning to his/her job due to ill health even if reasonable adjustments are made, and no suitable alternative employment can be found, notice of termination may be issued following a period of consultation. Such termination will usually be on the grounds of incapability and will be carried out according to our disciplinary or capability procedure.

## **Attendance Monitoring**

The Company reserves the right to conduct, at regular intervals, reviews with an absent employee where his/her absence is over 4 weeks' duration. Whilst this will usually be for continuous absences, reviews may be appropriate where the duration is of a cumulative nature (for example, a succession of short-term absences). Such reviews will usually involve the employee visiting the premises although reviews may be conducted at the employee's home (with consent).

The purpose of such reviews will be to ensure that the employee is receiving appropriate support and to ensure that we have an up-to-date understanding of the latest medical situation and prognosis. The specific issues that will be considered will be the likelihood of an improvement in health and subsequent attendance, the availability of alternative work, the effect of past and future absences on the organisation and whether there are any reasonable adjustments which could be made with regard to the employee's work. The review will also assist the Company with forward planning. The Manager or Aftersales Director will usually conduct the review. The employee may be accompanied to any review (usually by an employee or trade union representative or a work colleague).

Attendance reviews along the lines outlined above may also be conducted where the employee's absence is of less than 4 weeks' duration if the absence is causing a concern.

## **Unauthorised Absence**

Unauthorised absence, for example, leaving the premises without permission or failing to comply with our notification and certification procedures, will be recorded on an employee's attendance record and will be dealt with through our disciplinary procedure.

## **Jury Service and other Public Duties**

Time off work for jury service and public duties will be granted in accordance with statute and any associated code of practice. Any request beyond these obligations, for example, membership of the Territorial Army Volunteer Reserve, will be dealt with at the discretion of the Company on the basis of individual application and merit. In all cases, the employee must produce documentary evidence of the need for, and the period of, absence.

If you are required to serve as a juror, you must notify your Line Manager as soon as possible of the period and dates that you expect to be absent from work. If you are not required at court during any part of your period of jury service you must attend work wherever this is reasonably practicable. You will receive your basic pay during your period of jury service less the maximum permissible compensation for loss of earnings, which you should claim from the court.

If you are a Justice of the Peace or a member of a public body such as a local authority, you must notify your Line Manager as soon as possible of the period and dates that you expect to be absent from work. You are not paid for this time off and you should therefore claim the maximum permissible compensation.

## **Bereavement Leave**

In the event of an employee experiencing bereavement as a result of the death of a parent or spouse, a minimum time off with basic pay of three days will be granted, with additional time off being at the discretion of the relevant Depot Manager.

Any employee who suffers a loss of a child (under the age of 18) on or after 6th April 2020 can take one or two weeks' statutory Parental Bereavement Leave (with full basic pay). Bereavement Leave is not available as individual days and can be taken as:

- A single block of two weeks, or:
- Two separate blocks of one week at different times

Leave can be taken within 56 weeks of the date death of the child. Any additional time off may be granted at the discretion of the relevant Depot Manager

## **Temporary Absence**

Visits to the doctor, dentist, hospital, optician etc., will be paid only on submission of appointment cards for verification and the Line Manager's confirmation that time has or will be made up in full.

## **Maternity and Paternity Rights**

Information relating to Maternity and Paternity rights can be found in Appendix 1. As these are statutory rights that are independent of the relationship between employer and employee, they are included in this Handbook for your information only.

## **Childcare Vouchers**

If you use a registered childcare provider, you can choose to take part of your salary in Childcare Vouchers. The vouchers are a government scheme offered through a

salary sacrifice, meaning they are taken from your salary before Tax and National Insurance; resulting in you saving money.

Childcare vouchers can be applied for until 4th October 2018 when the scheme will be replaced by Tax-Free Childcare. Contact HR and see Gov.uk website for details of which scheme is best suited to you.

### **Timekeeping**

All hourly paid employees should use the time clocks / bar coding provided to clock in / out and on and off jobs. All employees should be aware of the following points in relation to their timekeeping:

- a. It must be remembered that starting time and finishing time means the time you actually start and finish your work duties. Consequently, parking your vehicle and washing / getting changed must be carried out in your own time.
- b. Regular poor timekeeping will result in disciplinary action being taken, including dismissal after appropriate warnings
- c. Overtime may only be authorised and worked when a full day's hourly quota has been worked
- d. Under no circumstances may one employee clock on or off for another employee. Failure to observe this rule will be considered as gross misconduct.

## **COMPANY PROPERTY**

### **Company Vehicles**

Company cars are issued where appropriate for business and private use. Spouses / partners of employees holding a full current driving licence may also be covered on the Company insurance subject to authorisation from your Manager, for occasional use only of the car.

The use of private vehicles for Company business is not covered by the Company insurance and is therefore not permitted.

Please be aware that tracker devices are fitted to some Company vehicles and the directors / managers reserve the right to fit a tracker device to any Company vehicle they see fit. The information from tracker devices may be used to track vehicle location/s and movements for the security and safety of employees, vehicles and their contents.

Company cars can be used for overseas travel, i.e. holidays, but prior permission must be obtained from your Manager. You will need to take the original V5 vehicle document and a copy of the Company Certificate of Motor Insurance. Fuel provided by the Company is for UK use only.

Company cars must be kept in a clean and smart condition at all times. It is the responsibility of the employee allocated the vehicle to keep it in this condition. Likewise, the responsibility for arranging maintenance, repairs, servicing and MOT tests lies with the employee allocated the vehicle. The Company will be responsible for the relevant costs of these services, unless damage has been caused by the negligence of the employee or a member of their family. Upon surrender of the vehicle (due to the employee leaving the Company or a change of company vehicle) any damage deemed to exceed acceptable wear and tear for the age / condition of the vehicle, will be charged to the employee at the discretion of a Company Director. Any minor damage sustained to the vehicle (for example damage to alloy wheels or scratches or dents to bodywork) should be reported immediately to your Line Manager and repaired as soon as possible, and in any case before the vehicle is due to be returned. If the Company vehicle has a logbook, this must be completed daily and kept with the vehicle at all times.

When a Company vehicle allocated to an individual is approaching replacement, or if the individual is leaving the employment of TruckEast, they must arrange for either the Used Sales Director or Used Sales Manager (whichever is closer / more convenient) to look over the vehicle so they can advise if anything does (or doesn't) require rectification before the vehicle is returned. This must be done at least one month before the vehicle is due for return, to allow sufficient time for any rectifications required to be undertaken. The individual with responsibility of the vehicle will then be responsible for organising the recommended rectifications are completed before the vehicle leaves their responsibility. This procedure is in place to ensure that vehicles can be returned / sold in a condition commensurate with the age and mileage of the vehicle.

Company vehicles may not be used for personal gain without permission.

Employees must notify the Company of any penalty points or restrictions they receive on their driving licence within 7 days of receiving them.



## **Hybrid / Electric Vehicles**

Employees who are entitled to a Company car may be offered a hybrid / electric alternative. If the choice of a hybrid / electric car is accepted by the employee, there will be no private fuel benefit offered with this type of vehicle. Any fuel (petrol / diesel) put into the vehicle will be at the cost of the employee, and the Company will reimburse all business mileage in line with current HMRC guidelines. Employees will be expected to provide their own resources to electrically charge their vehicles - this facility will not be offered at TruckEast sites. Employees will not be reimbursed for any private mileage from the Company. The hybrid car will work with a smartphone app / tracker which will accurately record both business and private mileage. Business mileage must be submitted monthly to accounts, who will reimburse business mileage costs the following month. For HMRC purposes, employees will be expected to recognise their journey to and from work as private mileage, the cost of which will be the responsibility of the employee.

## **Passengers in Company Vehicles / Vans**

Employees are not permitted to carry unauthorised passengers in Company vans, whether or not undertaking Company business. Unauthorised passengers include anyone, except TruckEast employees, without management permission, to be in the vehicle. Express permission must be granted by your Line Manager if the need arises to carry passengers in Company vans, on or off Company business.

It is important for safety reasons never to carry passengers whilst attending vehicle breakdowns, as passengers left in vehicles at the side of the road are exposed to a high risk of personal injury. Company car drivers are permitted to carry passengers in their vehicles.

## **Eyesight and Driving**

Driving with defective vision can carry a maximum fine of £1000, 3 penalty points and possible driving disqualification. Police have the authority to carry out random roadside eye checks and to immediately revoke driving entitlement to persons not able to demonstrate a safe level of vision to drive. Employees required to drive Company vehicles should ensure that their eyesight conforms with current legal requirements.

## **Working on Waste Vehicles**

Technicians working on vehicles that handle waste may be exposed to different hazards. Vaccinations are available for Tetanus, Polio and Hepatitis A from your GP. Technicians wishing to have the vaccinations should advise their Line Manager, obtain the vaccinations and a receipt from their GP, and TruckEast shall reimburse any costs incurred.

## **Driving Authority**

No employee is permitted to drive on the public highway on behalf of the Company without prior authority being granted by the Manager, and the possession of a current driving licence with entitlement covering the type of vehicle being driven.

Employees driving LGV vehicles on TruckEast premises for manoeuvring purposes must hold at least a PLG driving licence and have received a competency check by an experienced LGV licence holder (arranged by the Depot Manager). Employees

are only permitted to drive plant on site after completing relevant formal training, and undertaking refresher training when required, arranged by the company. An employee must hold a PLG driving licence before being permitted to undertake such formal training.

No Company vehicles or vehicles in the custody of the Company may be used by employees or their relatives for hire or reward. Additionally, under no circumstances may an employee use any such vehicle for private or pleasure purposes without the written authority of the Manager. At Induction all employees (and spouses of company car users, if authorised to drive the vehicle) required to drive Company plant or vehicles (including HGV/LGV) must complete a DVLA mandate to allow TruckEast to undertake driving licence checks with DVLA periodically (at least once per year).

### **Loss of Driving Licence**

In the event of an employee whom the Company requires to drive as part of their daily work duties, being disqualified from driving for any reason whatsoever, the Company reserves the right to dismiss the employee with immediate effect. This also applies to employees required to drive LGV vehicles as part of their daily work duties, losing their LGV entitlement for any reason.

### **Road Accidents in Company Vehicles**

All users of Company and customer vehicles must drive according to our Road Safety Policy, a copy of which is supplied to all employees upon joining the Company. An up-to-date copy of this policy can always be found with the site master copy of the Company Health and Safety Policy, on the company x-drive or on request from HR.

The procedure to follow in the case of a traffic accident is:

- Stop the vehicle – it is a legal requirement to stop if injury or damage has occurred
- Swap details with other drivers involved – name, address, company details (if applicable), insurance details and vehicle details
- Take photographs of the scene, wherever possible
- The names and addresses of any witnesses should be taken and also their insurance and vehicle details, if applicable
- NO ADMISSION OF GUILT IS TO BE MADE TO OTHER PARTIES UNDER ANY CIRCUMSTANCES as this is a breach of our insurance policy. Similarly, no admission of guilt should be made to the Police either verbally or in writing at the time of the accident
- The accident must be reported to the Line Manager as soon as possible (or another Company manager if your manager is not available)
- The employee should make a statement either verbally or in writing to the Police at the time of the accident if required, but no admission of guilt should be made
- All accidents, however trivial, must be reported to your Line Manager. You must then complete and submit an accident report form within 24 hours of the accident
- Employees are responsible for any fines imposed by a court

## **Payment of Insurance Excess**

An employee driving a vehicle covered by the Company's insurance for his / her own private use is liable to pay the full amount of insurance excess if the cause of the accident is found to be negligent driving on the part of the employee.

## **Fuel Policy**

The aim of the Fuel Policy is to deliver effective fuel management for our Company cars and vehicle fleet. Fuel cards are a convenient way to pay for Company vehicle fuel and help us to manage business costs effectively. It is mandatory for drivers to purchase all fuel for their company vehicles with a fuel card unless it is a company car with no fuel benefit (i.e. hybrid vehicle).

### **Use of the Fuel Card**

- Ensure you have your fuel card with you at the time of purchase
- Ensure the correct registration and mileage details are entered onto every card transaction. This allows the Company to monitor mileage, fuel consumption and correct Company vehicle use
- Always check the amount and sign / enter the PIN accordingly
- If the fuel card becomes defaced or damaged, request a replacement from the Accounts Manager at Head Office
- If the fuel card is lost or stolen, you must report it **immediately** to your Manager and the Accounts Manager at Head Office, so the card can be stopped – failure to do so may mean that you will be liable for any fraudulent transactions
- A replacement fuel card will be sent to you
- If you leave the employment of TruckEast, you must return the fuel card as requested
- Please treat the fuel card as you would if it were a personal credit card. Do not leave it unattended in your vehicle at any time and do not disclose your PIN to third parties

### **Minimising Fuel Costs and Consumption**

Vehicle fuel is costly. Our policy is for Company fleet drivers to take all reasonable steps to minimise the volume of fuel used on Company business travel and the price paid for it.

You are expected to play your part in keeping fuel costs to a minimum. For our part, we will monitor fuel prices and provide employees with information to enable them to access low-cost fuel. You are required to take the following reasonable steps to minimise the cost of fuel when driving on Company business travel:

- We will monitor miles per gallon consumption figures to identify drivers whose mpg is consistently below average
- Avoid driving excessive distances on Company business travel by planning routes with care and sharing vehicles where possible and appropriate
- When purchasing fuel, you must always make sure that the cashier records the vehicle registration number and current mileage. We require this information for reporting and audit purposes

- We reserve the right to deduct any expenses relating to recovering or making good the Company vehicle following incorrectly re-fuelling by the driver (e.g. putting petrol into a diesel vehicle or vice versa)
- Drivers of hybrid vehicles are expected to use an electric charge wherever possible. Not charging the vehicle on a daily basis, and effectively powering the vehicle on fuel, is not acceptable and may result in disciplinary action.

It is expressly forbidden to use a Company fuel card to purchase fuel for any privately owned vehicle. This also applies to fuel provided to employees who receive a fuel benefit associated with their Company vehicle; you may only purchase fuel with a fuel card for your Company car (or any pool or demonstrator vehicle you may drive). Abuse of this rule will be regarded as theft and will result in disciplinary action being taken, including the withdrawal of the fuel benefit.

### **Company Property**

All Company property (including computers, phones and tools) should be treated with care and stored in a safe place when not in use. All equipment on loan from the Company must be returned in an acceptable condition upon termination of employment. Company car insurance does not cover possessions left in unattended vehicles, therefore personal or Company owned possessions must never be left in unattended vehicles, even when locked.

### **Personal Property**

The Company cannot accept liability for the loss of any personal property left on the Company's premises or in Company vehicles. It is therefore important that you arrange your own insurance for personal possessions. You should report anything lost or found to your Supervisor or Manager immediately.

### **Personal Tool Insurance**

The Company provides insurance cover for personal tools up to a maximum of £20,000 subject to the employee being responsible for the first £2,500 loss of any claim. Additional cover can be provided through the Company at the employee's expense. The Depot Manager will advise additional cover cost upon request. All technicians should keep photographic evidence of all tools they own in the case of an insurance claim being made.

### **Economy**

It is in the interest of both the Company and the employee to ensure that we operate our business in an economic manner. You should therefore avoid unnecessary waste, switch off unwanted lights and equipment, take care of equipment made available to you and not abuse the use of telephones, internet access and other facilities.

### **Tidiness**

The nature of our business is such that our whole organisation is in view of the public and our reputation is determined by the impression we create. Your personal appearance and habits should, therefore, be of the highest standards. Whatever area of the business you work in, you should endeavour to keep it clean and tidy at all times.

## Intoxicants and Drugs

Drinking alcohol or taking illegal drugs prior to or during working hours, without permission, is strictly forbidden. Arriving for work under the influence of alcohol or illegal drugs is strictly forbidden. The Company classes these acts as instances of gross misconduct and will be dealt with through the Company Disciplinary Procedure as such. The Company reserves the right to refuse admission to the premises to any employee thought to be incapable of performing his / her duties effectively as a result of intoxicants or drugs. Due to the nature of our business and the possible implications that could occur if employees are under the influence whilst working, the Company have a zero-tolerance policy in this area. Please see the attached Company Drugs and Alcohol Policy found further on in this handbook.

If you are taking prescription drugs which may affect your ability to perform your duties or to drive, please advise your line manager who will decide what course of action is required, if any.

## Smoking

Smoking / vaping is permitted on Company sites in **designated areas only** and only during designated break times. Smoking / vaping in other workplaces is **not permitted** and may result in disciplinary action being taken.

## Eye Care

All employees who work with a visual display screen for more than one hour per day continuously are eligible to a free eye-sight examination from an ophthalmic optician. You are able to claim support once every two years for one standard eye test up to the value of £30. If your optician tells you that you require prescription spectacles for VDU/DSE use ONLY, you may claim back up to the value of £75 in addition to your eye test.

These costs are covered on a reimbursement basis, directly into the nominated bank account of the employee. To make a claim, the employee must send a scan / photo of the paid optician receipt, along with confirmation from the optician that the prescription is for VDU/DSE use only (if applicable) directly to HR via email [HR.truckeast@truckeast.co.uk](mailto:HR.truckeast@truckeast.co.uk) This amount will then be reimbursed via payroll.

## Suggestions

Any suggestions for improvement in connection with service, quality, safety, working methods, or any other area of the Company, are welcome and will be given careful consideration. Please forward all suggestions to your manager or use the site card reporting system.

## Telephone and Correspondence

No personal telephone calls may be made from Company telephones other than in an emergency, or without permission from your Supervisor or Manager. Incoming calls are only permitted in an emergency and you should not arrange to be telephoned at your place of work other than in an emergency. Every effort will be made to ensure that any messages received are passed on to you but the Company cannot accept any liability in this matter.

Private correspondence should not be addressed to any of the Company's establishments nor should private correspondence be sent from a Company establishment using the Company franking machines.



## **Mobile Phones**

Mobile phones are provided to employees for business use only (unless your Contract of Employment states otherwise). The use of private mobile phones should be restricted to urgent calls only during working hours. Mobile phones may only be used in vehicles in conjunction with a hands-free kit, and then only to receive calls unless calls can be made via Siri or similar. If the vehicle you are driving on Company business is not fitted with a hands-free kit, all mobile devices must be switched off or silenced when driving. Failure to comply with this Policy may result in disciplinary action being taken. Serious breaches could result in dismissal. Driving whilst holding a phone or other mobile device – on TruckEast or customer sites, or on the public highway - is strictly forbidden as well as being against the law. Using a mobile telephone whilst driving a vehicle or plant is considered to be gross misconduct.

In the event that a Company mobile phone is lost or stolen, the user must, as soon as practically possible, inform TruckEast IT department of the loss by calling 01449 613553. If the loss / theft occurs outside of office hours, the user should contact Vodafone customer services directly on 0333 304 0191 and have a call bar placed on their number.

Users responsible for any mobile devices, including smart-phones and tablets, will be liable for the cost of repair or a replacement handset and/or SIM card for any loss / theft / damage that occurs whilst the device is in their care. We encourage mobile phone users to insure their handsets if they have this available to them through personal bank accounts, etc.

Device users are responsible for ensuring mobile phones and iPads / tablets are kept in a suitable protective case and have a screen protector fitted.

Devices will be issued as the following, or equivalent (maximum 128gb, no Pro or Max models):

Manager level – iPhone current version

Supervisor / Admin level – iPhone current version – 1 (for example, if the current model is iPhone 15, this level would receive a 14)

Technician level – iPhone current version – 2 (for example, if the current model is iPhone 15, this level would receive a 13)

When a mobile device is due for renewal (no less than 3 years), the old device must be returned in a good, functional, undamaged condition to Bury St Edmunds.

## **CCTV / Recording of Staff**

Staff should be aware that closed circuit television is fitted within all TruckEast depots, internally and externally, for security purposes. Some of this footage may be recorded.

Mystery Shopper exercises take place periodically by TruckEast and Scania Great Britain for staff training and development purposes. The company reserves the right to film and / or record employees for this purpose. Any footage will remain within SGB / TruckEast Limited and will never be used in the public domain. Mystery Shops may take place in person or over the telephone. Any research projects are carried out in strict accordance with the SGB Code of Conduct and rights of privacy are respected.

Employees are not permitted to record meetings at work (including disciplinary hearings) unless express permission has been sought from the manager involved (or Line Manager) beforehand.

## **Use of IT Resources**

It is the Policy of TruckEast to encourage effective and efficient use of IT systems to enable us to run TruckEast business. The IT resources belong to TruckEast and are to be used for business purposes only, however a limited appropriate personal use can be accepted if it does not interfere with work performance. Inappropriate use includes, but is not limited to:

- Transmissions of obscene, harassing, or in other ways inappropriate, messages
- Any illegal or unethical activity that could adversely affect TruckEast
- Accessing gambling
- Unauthorised attempts to access another's email account
- Unauthorised downloading and/or installation of software
- Excessive use of social media websites – social media sites may only be accessed at work during break times

This Internet Usage Policy applies to all employees of TruckEast who have access to computers and the Internet to be used in the performance of their work. Use of the Internet by employees of TruckEast is permitted and encouraged where such use supports the goals and objectives of the business. However, access to the Internet through TruckEast is a privilege and all employees must adhere to the policies concerning Computer, Email and Internet usage. Violation of these policies could result in disciplinary and/or legal action leading up to and including termination of employment. Employees may also be held personally liable for damages caused by any violations of this policy.

### **Computer, email and internet usage**

- Company employees are expected to use the Internet responsibly and productively. Internet access is limited to job-related activities only during work time and personal use is only permitted during break-times, subject to the following restrictions
- Job-related activities include research and educational tasks that may be found via the Internet that would help in an employee's role
- All Internet data that is composed, transmitted and/or received by TruckEast's computer systems is considered to belong to TruckEast and is recognised as part of its official data. It is therefore subject to disclosure for legal reasons or to other appropriate third parties
- The equipment, services and technology used to access the Internet are the property of TruckEast and the company reserves the right to monitor Internet traffic and monitor and access data that is composed, sent or received through its online connections
- Emails sent via the company email system should not contain content that is deemed to be offensive. This includes, though is not restricted to, the use of vulgar or harassing language/images
- All sites and downloads may be monitored and/or blocked by TruckEast if they are deemed to be harmful and/or not productive to business
- The installation of software such as instant messaging technology is strictly prohibited

**Unacceptable use of the internet by employees includes, but is not limited to:**

- Sending or posting discriminatory, harassing, or threatening messages or images on the Internet or via TruckEast's email service
- Using computers to perpetrate any form of fraud, and/or software, film or music piracy
- Stealing, using, or disclosing someone else's password without authorisation
- Downloading, copying or pirating software and electronic files that are copyrighted or without authorisation
- Sharing confidential material, trade secrets, or proprietary information outside of the organisation
- Hacking into unauthorised websites
- Sending or posting information that is defamatory to the company, its products/services, colleagues and/or customers – this covers internet usage whilst inside or outside of work at the time of posting
- Introducing malicious software onto the company network and/or jeopardising the security of the Company's electronic communications systems
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Passing off personal views as representing those of the organisation
- The accessing of obscene, hateful, pornographic, betting / gambling or otherwise illegal material
- Accessing of social media sites

**Email Signatures**

Employees with email access must create an email signature in line with Company guidelines supplied by the Marketing Department. You will be supplied with instructions on how to create the email signature, which must be used on all Company emails sent from PC's and mobile devices such as smart phones and tablets.

**Social Media Policy**

This Policy governs the publication of and commentary on social media by employees of TruckEast Limited. For the purposes of this Policy, social media means any facility for online publication and commentary, including without limitation blogs / vlogs, social networking sites such as Facebook, LinkedIn, Twitter, Flickr, Instagram, Snapchat, Tiktok and YouTube.

**Corporate Use:**

TruckEast employees who are not in the Marketing Department are not allowed to publish or comment as a representative of TruckEast, or in any way that suggests they are doing so in connection with TruckEast. All employees are subject to this Policy to the extent they identify themselves as a TruckEast employee (other than as an incidental mention of place of employment in a personal social media on topics unrelated to TruckEast). TruckEast Marketing Department are free to publish or comment via social media in accordance with this Policy. Before engaging in work-related social media, employees must firstly obtain the permission of the Marketing Manager.

Confidential information must not be published on social media. Confidential information includes things such as unpublished details about our software, details of current projects, future projects, financial information, research, and trade secrets. We must respect the wishes of our corporate customers regarding the confidentiality of current projects. We must also be mindful of the competitiveness of our industry.

Social media identities, logon ID's and user names may not use TruckEast's name, with the exception of official corporate accounts.

It is critical that you show proper respect for the laws governing copyright and fair use or fair dealing of copyrighted materials owned by others, including TruckEast's own copyrights and brands. You should never quote more than short excerpts of someone else's work, and always attribute such work to the original author / source. It is good general practice to link to others' work rather than to reproduce it.

#### Personal Use:

Social media identities, logon ID's and user names may not use TruckEast's name, with the exception of corporate accounts.

Confidential information must not be published on social media. Confidential information includes things such as unpublished details about our software, details of current project, future projects, financial information, research, and trade secrets.

Information that is contradictory or in conflict with the TruckEast website must not be published. Be respectful whilst using social media. This includes not only the obvious (no ethnic slurs, offensive comments, defamatory comments, personal insults, obscenity, etc.) but also proper consideration of privacy and of topics that may be considered objectionable or inflammatory – such as politics and religion. Make it clear that the views and opinions expressed are yours alone and do not represent the official views of TruckEast. If you have a vested interest in something you are discussing, point it out. But also be smart about protecting yourself and your privacy.

What you publish will be around for a long time, so consider the content carefully and also be cautious about disclosing personal details.

Privacy settings that might allow others to post information or see information that is personal should be set to limit access.

## **Record Retention Timescales**

The following are timescales that the Company will adhere to with regard to the keeping of records containing personal information. The same applies to hard copy written records, or electronic files kept on secure computer drives:

### **Recruitment Records: 1 Year**

Curriculum Vitae, interview notes, application forms, job postings, and records of searches through applicant tracking systems for one year following the decision to make a job offer. The starting point for this is the date of job offer

### **Post Employment: 6 years**

All personal information of employees, including contact details, appraisals and reviews will be kept for 6 years. This will include the retention of employees' financial details, which HMRC recommend retaining for at least 3 years as HMRC may request to see them during this time

### **Accident / Incident Records: 3 years**

All accident records, incident reports and investigation reports must be kept for a minimum of 3 years after the date of accident in case an insurance claim is made

### **Financial**

Financial records including, but not limited to, invoices, payments, receipts, statements of interest, dividend vouchers and expenses receipts will be kept as follows:

Value Added Tax - By law, VAT records have to be kept for six years unless HM Revenue & Customs (HMRC) allows a shorter time period. Any requests you make to keep records for a shorter period of time must be accompanied by a full explanation of why it is considered impractical to keep the records.

PAYE - HMRC recommends that pay records be kept for at least three years after the income tax year to which they relate

Taxes generally - HMRC could issue an assessment at any time for up to six years after the end of the chargeable period to which the assessment related. All business records must be retained for a period of (broadly) six years.

Company records - Under corporation tax self-assessment, accounting records must be preserved for six years from the end of the accounting period. With regard to the statutory books, the Companies Act states they must be retained for 10 years.



## **Credit/Debit Card Policy and Procedure**

### Our Policy

- No credit/debit card payments to be taken over £500 by TruckEast depot staff members – Customer card payments over £500 need to pay on our “Pay TruckEast” site.
- Non UK card holders must be directed to our “Pay TruckEast” site.
- Staff members at all times need to use their own unique login
- Card refunds to be carried out by Credit Control, against original transaction taken.

Links stated below:

<https://login.oplonline.co.uk> -TruckEast Employee link

<https://truckeast.oplonline.co.uk> -Customer link

### PCI Compliant

Payment Card Industry Data Security Standard (PCI DSS) is a global security initiative designed to protect businesses, customers and banks. Created by the major card schemes, PCI DSS is a set of mandatory requirements that apply to all businesses taking credit and debit card payments, regardless of their size or transaction volume.

When a customer makes a card payment face to face via chip and pin machine, over the phone or online, the following procedures need to be adhered to:

- Never write down customer card details – always upload onto the website and type card details on the online card payments portal
- Do not accept or request card details via email
- Never store card details

Customer financial (card receipts) or personal information should always be stored in a secure place.

## **WELFARE**

The Company is interested in the personal welfare of its employees and special cases of hardship arising from personal or family illness, bereavement or similar reasons should be brought to the attention of the management.

If you have a personal problem that you wish to discuss with somebody other than your Department Manager you can request a personal meeting with the HR General Manager or the Managing Director. Any information disclosed in this way will be treated in the strictest confidence and any practicable help or advice will be offered in a serious and responsible manner.

## **Confidential Information**

During the course of your employment, you may be required to have access to confidential information relating to the affairs of the Company. It is a condition of employment that you do not disclose such information to any person or persons outside the Company unless you are authorised to do so by your Manager either during or after your employment ends for whatever reason. In addition, you must not use such information for personal gain and/or benefit. Proven contravention of this provision could render an employee liable to dismissal for gross misconduct.

## **Conflict of Interest**

It is a condition of your employment that unless prior approval has been given by the Company, you must not engage, directly or indirectly, in any business that carries on similar business to that of TruckEast Limited. In addition, you must not participate in any activity outside of the Company's hours of work, which as a result, conflicts in any way with the execution of the duties for which you are employed by the Company.

## **Section B: POLICIES AND PROCEDURES**

### **DISCIPLINARY PROCEDURE**

*This procedure does not form part of your Contract of Employment, but we will not depart from it without good reason.*

The Company requires good standards of discipline from all employees, together with satisfactory standards of work. These disciplinary procedures apply to any misconduct or failure to meet standards of performance or attendance.

#### **1.1 Basic Process**

The Company hopes that it should not be necessary to resort to disciplinary measures. However, there will be circumstances where it is appropriate to take disciplinary action against an employee. The action taken will depend upon the nature and seriousness of the misconduct or the shortcomings in performance. You will be informed of the nature of the offence and the issue will be properly investigated. You will have an opportunity to speak up for yourself and to state your case fully. You may be accompanied by a colleague in any disciplinary hearings if you wish. In what the Company considers to be a minor case, you will normally receive a verbal warning, which will be recorded on your personnel file. You will also have the right to appeal against the decision.

#### **1.2 General**

All formal disciplinary action will be conducted by a representative of the Company. Appeals will normally be conducted by a more senior person who has not been involved in the initial disciplinary process. We reserve the right to suspend employees during formal disciplinary action. Any such suspension will be with pay and does not mean that we have prejudged the issue.

Before any formal disciplinary action is taken, the relevant person will carry out a full investigation to establish the facts. The investigation will normally include a meeting with you. There are two main situations when we might not hold a meeting. They are:

- In cases of extreme gross misconduct, where there is no practicable alternative than to dismiss you immediately, or
- If we are not considering a dismissal and we do not think that there is any real purpose in holding a formal meeting (for example, if you have admitted you were in the wrong, or the issue is relatively minor and it would be disproportionate to conduct an investigation and meeting).

In either of these two situations, you would still have a right of appeal and you would have the opportunity for a formal meeting during the appeal process.

Before any meeting, you will be:

- Told of the allegations / complaints against you, and the basis of those allegations
- Given a reasonable opportunity to consider your response to that information
- Offered the opportunity to be accompanied by a work colleague or Trade Union representative (see 'Right to be accompanied' below)
- In any case, you will be given at least 24 hours notice of any disciplinary meeting taking place (although investigatory meetings to establish the facts can be held without any notice being given)

You must take all reasonable steps to attend the meeting. At the meeting, you will be given a full opportunity to comment on the allegations, to put forward any defence or arguments you want, and to comment on what disciplinary sanction (if any) is appropriate. The meeting may go ahead in your absence if you choose not to attend the meeting.

### Informal Verbal Warning

After establishing the facts, we may consider that there is no need to resort to the formal procedure and that it is sufficient to talk the matter over with you. A note of the informal warning may be kept on your personnel file. The purpose of an informal warning is to provide an opportunity for improvement or for the matter to be corrected without the necessity for formal disciplinary procedures to be instituted.

## **2. Formal Disciplinary Process**

### Right to be accompanied

You have the right to be accompanied at any investigation or disciplinary hearing by a single companion who is either:

- A work colleague, or
- A full-time official employed by a Trade Union, or a lay official who has been certified in writing by the appropriate union as having experience of, or as having received training in, acting as a workers companion at disciplinary or grievance hearings, if you are a member of a Trade Union

Your representative has the right to explain and sum up your case, and to respond to any views expressed at the hearing. He or she may not answer questions on your behalf. If your representative cannot attend on the date we have set for the interview, we will always postpone the interview for up to five days and may (at our discretion) postpone it for longer.

### Stage 1: Formal Verbal Warning

A record will be kept of the fact that a verbal warning has been issued. You will be advised that it is a formal verbal warning. We will tell you of any steps, which must be taken to improve your conduct or performance and, where appropriate, give a time limit for improvement. It will be made clear that any further misconduct or shortfall in performance will result in further disciplinary action being taken. You will also be informed of your right to appeal and how that appeal may be exercised.

A note will be made of the Verbal Warning, which will be placed on your personnel file.

If your conduct is sufficiently serious, we may omit stage one and proceed directly to stage two.

#### Stage 2: Written Warning

Where the matter is more serious, or where you have failed to meet the required standards after having received a formal Verbal Warning, you may be given a Written Warning. This will state the nature of the complaint, the required standards that must be met and, where appropriate, a time limit for improvement. It will also state that further disciplinary action will follow if the required standards are not met or if there is further misconduct. You will also be informed of your right to appeal, and how it may be exercised.

A record of the warning and related discussions will be placed on your personnel file. If your conduct is sufficiently serious, we may omit stages one and two, and proceed directly to stage three.

#### Stage 3: Final Written Warning

For more serious matters, or where you have failed to meet the required standards after being warned, you may be given a Final Written Warning. This will state the nature of the complaint, the required standards that must be met and, where appropriate, a time limit for improvement. It will also state that you will be dismissed if the standards are not met or if there is further misconduct. Again, you will be informed of your right to appeal, and how it may be exercised.

A record of the warning and related discussions will be placed on your personnel file.

#### Stage 4: Dismissal

Where there has been gross misconduct (in which case, stages 1, 2 and 3 may be omitted), or where you have failed to meet the required standards after due warnings have been given, you may be dismissed. In extenuating circumstances, we may apply another sanction such as disciplinary transfer, disciplinary suspension without pay, or demotion.

This will be confirmed in writing and will include details of the appeals procedure.

In cases of gross misconduct, the dismissal will normally be without notice or pay in lieu of notice.

### Dismissal without Notice (Summary Dismissal)

We regard certain issues as serious enough to warrant summary dismissal, without prior warning. Matters falling into this category include, but are not limited to:

- Acts of dishonesty where your conduct affects your ability or suitability for continued employment with us – for example, theft, fraud, or the deliberate falsification of records or expenses and failure to disclose correct information on your application form
- Serious insubordination or rudeness to clients, colleagues or suppliers
- Deliberate or negligent damage to Company or customer's property
- Serious cases of negligent / poor workmanship resulting in compromising the safety of company-owned or customer vehicles
- A serious breach of health and safety rules or any Company Policy
- Violent, abusive, aggressive, discourteous or intimidating conduct / behavior, bullying or harassment
- Indecent or immoral acts
- Using a mobile telephone when driving (including calls, texts, emails, music, videos, social media – any use that causes or may cause an accident)
- Viewing pornographic or other inappropriate websites during working time or by using Company equipment
- Being under the influence of, or possessing, alcohol or illegal drugs during employment hours (unless you have been authorised to, and have been, entertaining clients, in which case a reasonable amount of alcohol consumption is permitted)
- Refusing to take a drug or alcohol test when requested to do so
- The failure of a drug or alcohol test bought about by the Company
- Taking any non-medically prescribed and illegal substances (whether at work or not)
- Making derogatory or disparaging remarks about the Company or its' staff (including in person or online)
- Sexual, racial or other harassment
- Unauthorised use or disclosure of confidential information
- Failure or refusal to carry out reasonable instructions
- Any action which is likely to bring the Company into disrepute
- Accepting a gift which could be construed as a bribe
- The loss of your driving licence or LGV entitlement when required for your job
- Conviction for any serious criminal offence (which shall include, without limitation, any crime of dishonesty)
- The commission of any act away from the workplace which by its nature the Company considers incompatible with your continued employment

Except in the most serious cases of gross misconduct (see below), a full investigation will be held and, if necessary, you will be suspended pending the outcome of the investigation.

In the event of gross misconduct, disciplinary action could take the form of a demotion, or a downgrading, with subsequent financial loss as well as loss of status, rather than a dismissal. This decision will be taken at our discretion.

### Other Disciplinary Matters

Matters that may justify invoking the disciplinary procedure but which do not amount to gross misconduct includes, but is not limited to, the following:

- Refusal to answer a question during the course of a properly constituted investigation
- Absence without permission, or persistent absence that disrupts the business
- Poor timekeeping
- Failure to report damage to Company or Customer property
- Failure to carry out your duties adequately
- Breach of Company policies and procedures
- Poor workmanship, leading to rectification costs to the business and / or customer dissatisfaction
- Poor work performance, or a persistent failure to keep up-to-date with professional or technical developments
- Improper use of Company equipment

### What you can expect during the disciplinary process

At each stage of the disciplinary process:

- You will be told of the expected standard of performance or behaviour, and the nature of any shortfall in expected standards will be identified
- You will be given the opportunity to reply to any allegations made against you, and to outline any mitigating circumstances you wish to be considered
- All the facts will then be considered. Occasionally we may ask you back for a further interview
- You will be told of the disciplinary sanction being imposed (although this may be done in writing). This will include details of any period within which improvement is to be achieved and the likely consequences if there is no improvement
- You will be told of your right to appeal

### Serious Gross Misconduct

In the most serious cases of gross misconduct, for example where we discover serious acts of dishonesty or violence, it is possible that we will dismiss you immediately without going through a formal suspension and investigative procedure. If that happens, we will write to you within seven days, setting out the misconduct that led to your dismissal and the basis for our decision. You then have the right to appeal (see below).

### 3. Right to Appeal

If you are not satisfied with a disciplinary decision, you may appeal, in writing, within five working days. Arrangements to hear the appeal will normally be made within five working days of the Company receiving your written request. If the decision you are appealing against was a decision to dismiss you, the appeal may be heard after the dismissal has taken place. All appeals must set out the grounds on which you are making the appeal. We will invite you to an appeal hearing, and remind you of your right to be accompanied by either:

- A work colleague, or
- A full-time official employed by a Trade Union, if you are a member of a Trade Union; or a lay official who has been certified in writing by the appropriate union as having experience of, or as having received training in, acting as a member's companion at disciplinary or grievance hearings

The appeal hearing will reconsider the original decision. You will have an opportunity to put forward, should you wish to do so:

- New evidence (if any) which was not available during the first hearing, and/or
- Complaints of a flaw in the original decision-making process, such as a failure to follow procedures or a failure to give you a fair hearing

The outcome of the appeal will be confirmed to you in writing and will take one of three forms:

- The original decision may be upheld, in which case any disciplinary sanction will be confirmed
- The original decision may be overruled, in which case any disciplinary sanction will be rescinded
- The original decision may be substantially confirmed but a less severe sanction may be substituted for that originally imposed (usually in cases of appeals based on extenuating circumstances)

There is no further right of appeal.

### **Right to Search**

Employees or their vehicles may be searched at any time when they are on Company premises and any parcels, packages, cases, etc., brought into or taken off the premises may be inspected. Employees subjected to a search may request that a fellow employee be present. A member of staff of the same sex will always undertake searches. Under no circumstances may any articles belonging to the Company be removed from any premises controlled or managed by the Company without prior authority of management.



## **Grievance Procedure**

### General

If there is any matter relating to your work, or the people with whom you work, with which you are unhappy, you should use the following grievance procedure.

At any formal meeting, you have the right to be accompanied by a single companion who is either:

- A work colleague, or
- A full-time official employed by a Trade Union, if you are a member of a Trade Union; or a lay official who has been certified in writing by the appropriate union as having experience of, or as having received training in, acting as a member's companion at disciplinary or grievance hearings

Your representative has the right to explain and sum up your case, and to respond to any views expressed at the hearing. He or she may not answer questions on your behalf. If your representative cannot attend on the date we have set for the interview, we will postpone the interview for up to five days and may (at our discretion) postpone it for longer.

### Stage One

Discuss the matter informally with your Manager. He or she may be able to resolve it to your satisfaction.

### Stage Two

Write to your Manager setting out your grievance in full and including copies of any relevant documents. We will invite you to a meeting to discuss the grievance, and will try to resolve matters to your satisfaction. It may be necessary for us to make enquiries with other people about your grievance, and possibly to have a second meeting with you.

After the meeting, we will write to you with the outcome of your grievance. The letter will include a reminder of your right to appeal if you are not satisfied.

### Stage Three

If you wish to appeal, you should write to your Manager who will then allocate your appeal to another appropriate person, who has had no dealings with your initial grievance, within one week of receiving the Stage Two decision. Your appeal letter should set out the reasons for your appeal. We will invite you to attend an appeal meeting with a more senior manager, when your grievance and your reasons for appealing will be discussed further.

After the meeting, we will write to you with our final decision. There is no further appeal from this decision.

### After termination of employment

If you wish to lodge a grievance after your employment has ended, the procedure will either go through Stages Two and Three above, or we may agree to deal with matters on the basis of a written grievance and response without a meeting. We can discuss which option is preferable at the time.

### **Redundancy**

See Appendix 2

### **EMPLOYMENT AND RECRUITMENT POLICY**

The Company will appoint the applicant most suitably qualified and, in doing so, will not discriminate on grounds of age, gender, sexual orientation, race, country of origin or religion. Opportunities for promotion are open to any appropriately qualified employee, but of course a particular transfer or promotion is not guaranteed. Where external appointments are necessary, we will make every effort to attract the highest quality of new staff and welcome the co-operation of employees in making the advantages of Company employment known.

## **EQUAL OPPORTUNITIES POLICY**

### **1. Equal Opportunities Statement**

The Company is committed to providing equal opportunities in employment regardless of age, gender, sexual orientation, marital status, disability, colour, race, nationality or ethnic or national origin. This applies to recruitment, training and promotion.

The Company will make sure that job vacancies are advertised in order that the broadest range of suitable candidates may apply. It is in the Company's interests to attract job applications and applications for promotion and training from the best available candidates, on merit alone, and regardless of gender, sexual orientation, marital status, race, colour, national or ethnic origin, nationality or disability.

Everyone associated with the Company, whether an employee or not, must conduct themselves in accordance with the principles set out in this policy. Any act of discrimination, which includes harassment of any sort, is viewed extremely seriously by the Company and will constitute a serious disciplinary offence, which may lead to dismissal.

### **2. Harassment and Bullying at Work**

Harassment is unwanted conduct that adversely affects the dignity of the recipient. Where that harassment is connected with the recipients's gender, sexual orientation, marital status, race, colour, national or ethnic origin, nationality or disability, it represents a breach of this equal opportunities policy. Harassment is damaging to Company moral and ultimately can have an adverse effect on the Company's performance and reputation. Therefore, whilst it is hoped that such matters can be resolved by the individuals concerned informally, you should report incidents of harassment at an early stage in order to resolve the issues as soon as possible.

Harassment can take many forms and what may be acceptable behaviour to some people may not be acceptable to others. Please bear this in mind as what you may consider to be a harmless joke or prank may be hurtful and degrading to a colleague. Non-exhaustive examples of conducts that may constitute harassment are as follows:

- Insulting or insensitive words or behaviour (including online / emails)
- Comments about a colleagues appearance
- 'Banter'
- Intimidation and bullying, and
- Displaying offensive materials

TruckEast has a Bullying and Harassment Policy in place, which follows in this Employee Handbook.

### 3. Sexual Harassment

The following conduct may be regarded as sexual harassment, although the list is not exhaustive:

- Unwanted physical contact, or conduct that is intimidatory, or physically or verbally abusive. Harassment can also be non-verbal, for example, staring or gestures
- Any suggestion that sexual favours can further an employee's career
- Sexual advances, propositions, suggestions or pressure for sexual activity at or outside work, where it has been made clear or it is otherwise apparent that this is not welcome
- Derogatory or demeaning remarks based on gender or the display of sexually explicit material in the workplace
- Office banter or 'rude' jokes

The Company appreciates that it may not always be possible to resolve the situation informally, although employees are encouraged to talk directly to the perpetrator, at least in the first instance. If this is not appropriate or it does not resolve the problem, then you should make a formal complaint to your Manager. If the allegation is sufficiently serious, the alleged harasser may be suspended on full pay while the matter is being investigated.

### 4. Investigation

The Company treats all allegations of harassment of whatever nature with due consideration. Initially the complainant may discuss the matter confidentially with his or her Manager. If the complainant wishes to pursue the matter, the alleged perpetrator will be notified of the complaint and the matter will be investigated in an objective and independent manner. If applicable, witnesses may be interviewed and a hearing will be held by the appropriate Manager or deputy at which the employee complaining of the harassment and the alleged perpetrator will have the chance to give their side of events. Each employee may have a colleague attend the hearing. The evidence given by both sides will be weighed and the Company will decide whether, and if so what action will follow. The action taken may include warnings, dismissal, counselling or striking out of the allegation. The harasser may appeal against the decision of the Company to his or her Manager in accordance with the Company's grievance procedure.

The Company will act impartially on the basis of the facts and will endeavour to deal with such matters speedily and with sensitivity to both parties. Where harassment has occurred but the harasser remains employed, the Company will continue to monitor his or her conduct. Complainants who have made an unfounded complaint against an alleged harasser will, however, be subject to disciplinary action.

## **PROMOTIONS AND TRANSFERS POLICY**

It is Company Policy, so far as is possible and practical, to fill vacancies by promotions and / or transfers within the Company. External recruitment may be undertaken where vacancies cannot be satisfactorily filled from within, either because of the numbers involved or because the specialist skills required are not available within the Company. All vacancies will normally be advertised on the Company website and on Company noticeboards. You should contact your Departmental Manager if you wish to discuss any vacancy or your career prospects in general, and if you wish to make an application for any internally advertised position an internal application form will be made available to you on request from your Departmental Manager. Applications for internally advertised vacancies, even if unsuccessful, will not in any way affect your present position, or future promotional prospects within your department.

## **EMPLOYEE REFERRAL SCHEME**

Should an existing employee make a personal referral to TruckEast for a role other than a technician and that referral results in a successful placement into permanent employment with TruckEast, a bonus of £1,000.00 will be paid to the existing employee as follows - £500.00 after successful completion of 6 months service and an additional £500.00 after successful completion of 12 months service. For personal referrals to TruckEast for technician roles, and that referral results in a successful technician placement into permanent employment, a bonus of £2,000.00 will be paid to the existing employee as follows - £1,000.00 after successful completion of 6 months service and an additional £1,000.00 after successful completion of 12 months service.

All Employment Referral Scheme payments will be subject to normal PAYE / NI deductions. Please direct all potential referrals to the relevant General Manager. All payments through this scheme are at the discretion of the Aftersales Director.

## **HEALTH, SAFETY AND ENVIRONMENTAL**

The Company Health and Safety Policy forms part of induction training that is provided to all new staff members. A current master copy of the Policy and the Company Environmental Policy can be found at each site and on the company x-drive. Safe systems of work, fire and emergency procedures, and other safety information relevant to each position, is supplied in a readable format to each new employee. Relevant safe systems of work are supplied to all relevant employees as and when they become available. All safety Policies and safe working systems are reviewed annually, and re-distributed when changed significantly or if an incident occurs.

The Company Health and Safety Policy Statement and Environmental Policy Statement are displayed in all Company reception areas. All employees are expected to comply with the Company Health and Safety Policy and relevant safe systems of work at all times. Failure to do so could result in disciplinary action being taken against the employee.

## **SMOKEFREE WORKPLACE POLICY**

### **Purpose of the Policy**

This Policy has been developed to protect all employees, visitors, contractors and other users of TruckEast premises from exposure to secondhand smoke and to assist compliance with the Health Act 2006.

Exposure to secondhand smoke, also known as passive smoking, increases the risk of lung cancer, heart disease and other illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not completely stop potentially dangerous exposure.

The Policy seeks to:

- Guarantee a healthy working environment and protect the current and future health of employees and other persons using our premises
- Guarantee the right of everyone to work in a smokefree environment
- Comply with Health and Safety legislation and Employment Law
- Raise awareness of the dangers associated with exposure to tobacco smoke
- Take account of the needs of those who choose to smoke and to support those who wish to stop

### **Introduction**

In Summer 2007 the Health Act 2006 comes into effect. This new legislation makes provision for the prohibition of smoking in certain premises, places and vehicles. Section 2(2) states that premises must be smokefree if they are used as a place of work including vehicles.

This Policy shall come into effect on **1st June 2007** and will be reviewed annually.

### **General Principles and Scope**

The aim of this policy is to:

- Protect the health of employees, visitors, contractors and users of our sites
- Inform staff and managers of their responsibilities in respect of the Policy
- Support smokers to help them cope with increased restrictions on their smoking during the working day
- Promote the culture of a smokefree organisation

This Policy will apply to all employees, visitors, contractors, customers and other persons who enter TruckEast premises.

### **Restrictions on Smoking**

Smoking is not permitted in any part of the building at any time, by any person regardless of their status or business with the organisation. By 'building' is meant any building or partially enclosed area used by one or more members of staff. Such spaces include offices, corridors, lavatories, drivers' waiting areas / rooms, reception areas, parts storage areas and workshops / bodyshops.

### **Visitors and Contractors**

All visitors, contractors, drivers or any other persons on TruckEast premises are required to abide by the smokefree policy. Staff members are expected to inform visitors of the policy. However they are not expected to enter into any confrontation that may put their personal safety at risk.

**Employees**

Employees are only permitted to smoke whilst off duty (in official break times only) in outside designated areas.

**Vehicles**

Smoking is not permitted in any vehicle belonging to or leased by TruckEast including company cars, service / parts vans, breakdown / tail-lift vans or shunter units. Smoking is also not permitted in any customer vehicles.

**Implementation of the Policy**

All employees are personally responsible for complying with this Policy. Responsibility for implementing this Policy rests with Directors and Management. Day-to-day responsibility for implementation of the Policy in depots lies with Depot Managers / Supervisors. To ensure that everyone understands that smoking is only allowed in designated areas, clear signs will be displayed.

**Non-compliance**

Any employee refusing to observe the Policy by smoking on company premises will be liable to Disciplinary Action in accordance with the company disciplinary procedure.

All employees have a role to play in enforcing the policy and are required to deal with any observed or reported breaches. If staff or managers feel apprehensive about their own safety in regard to addressing any breach they should seek management / director support.

In the event of a breach of the Policy by a visitor or contractor, they should be asked to extinguish all smoking materials. If they continue to smoke the matter should be referred to the relevant Depot Manager. In the event that staff of other organisations continue to breach the Policy, the appropriate organisation should be advised in writing of the consequences of breaching these requirements.

## **WORKPLACE DRUGS AND ALCOHOL POLICY**

### **Aim**

TruckEast Limited aims as a business to act as a good employer and to conduct its' business activities in a way which will achieve the highest possible standard of health and safety and welfare for its employees, visitors and contractors.

This Workplace Drugs and Alcohol Policy aims to contribute to a safe, healthy and productive work environment by:

- Preventing drugs and alcohol problems through raising awareness
- Identifying problems at the earliest stage
- Offering support to those who have a problem
- 

This policy has been developed in conjunction with our employees, their representatives and management; and applies equally to all staff including all levels of management.

### **Responsibilities**

The overall responsibility for implementing the policy lies with the Managing Director. The day-to-day responsibility for ensuring implementation of the policy is delegated to depot and departmental managers.

All employees must co-operate with supervisors and management on health and safety matters, to ensure the implementation of this policy

### **Definition**

Drugs and alcohol problems in the context of this policy are defined as those which incorporate a variety of behaviours caused by drugs or alcohol which may be problematic to the individual and/or to the organisation.

In this Policy, 'drug misuse' refers to the **use** of illegal drugs and the **misuse**, whether deliberate or unintentional, of prescribed drugs and substances such as solvents. Drug misuse can harm the mis-user both physically and mentally and, through the mis-user's actions, other people and the environment. 'Alcohol problems' refers to drinking alcohol during working hours, drinking during breaks or before coming onto shift, coming onto shift whilst under the influence of alcohol, and regular heavy drinking outside working hours.

### **Rules**

Due to the work activities undertaken at TruckEast Limited, and the necessity that work is carried out to a safety critical level, working under the influence of drugs or alcohol at any level is strictly prohibited.

The sale, distribution, possession or consumption of alcohol on TruckEast premises is prohibited, without the prior approval of the Managing Director. TruckEast requires its' employees to attend for work in a fit and appropriate condition with no impairment from the effects of drugs or alcohol. Being unfit for work due to drugs / alcohol consumption is prohibited and is grounds for the termination of employment. TruckEast recognises that drugs / alcohol dependency is a treatable condition.



Employees and management will be made fully aware that assistance in the prevention, early detection and diagnosis and treatment of drugs / alcohol dependency is readily available. All employees have a responsibility to behave in accordance with the requirements of this Policy.

Drug and alcohol problems in the workplace can lead to the following:

- loss of productivity and poor work performance
- safety concerns
- lateness and absenteeism
- a negative effect on team morale and employee relations
- adverse effects on the company image and customer relations

### **Safeguards**

- Absence for treatment and rehabilitation will be regarded as normal sickness absence
- The normal terms and conditions of employment during periods of absence will apply
- It is recognised that relapses may occur
- This policy will be monitored and reviewed regularly in consultation with workplace representatives
- Strict confidentiality is assured in every case

### **Procedures**

- The policy applies across the organisation at all levels
- Procedures will ensure that all employees are aware of the drugs and alcohol policy, its aims and safeguards
- Employees can request help voluntarily, through peers and management
- When an issue is brought forward the matter will be discussed with the line manager initially
- The employee can bring an appropriate representative for example, a trusted colleague to this discussion for support if required
- At all such discussions, employees will be advised of the scope of this policy
- If a problem is identified, help will be offered and employees advised of their rights
- The employee will be advised of the consequences if help is refused or relapse occurs

### **Disciplinary Action**

Disciplinary action can be taken against an employee if:

- Help is refused and/or impaired performance continues
- In cases of gross misconduct
- Drugs / alcohol testing / screening is refused

The possession and/or dealing of drugs will be reported immediately to the police. There is no alternative to this procedure.

## **Prescription Drugs**

Employees should notify the company if any prescription drugs and/or over the counter preparations that could affect performance and may create a safety risk, are being taken. In the first instance, the line manager should be informed of any substances that have been prescribed or that are being taken.

## **Workplace Testing for Drugs and Alcohol**

Many TruckEast employees make safety-critical decisions as part of their jobs, i.e. driving and carrying out inspections / repairs to vehicles; in which impairment due to drugs or alcohol could have disastrous effects for the individual, colleagues, members of the public, customers, and the environment.

Any workplace drugs and alcohol testing is clearly designed to prevent risks to employees and other parties.

This Policy forms part of our terms and conditions of employment. Workplace drugs or alcohol testing / screening may take place under the following circumstances:

- as part of a selection process for job applicants
- testing all or part of the workforce routinely, occasionally or on a random basis
- in specific circumstances, such as after an accident or incident or as part of an aftercare rehabilitation program

Written consent of the individual for each test will be obtained. Medical confidentiality is assured under testing / screening circumstances. Managers will only be informed whether an employee is considered fit or unfit for work. Procedures will be followed to ensure samples are actually provided by the person being screened, samples cannot be tampered with, accurate laboratory analysis and interpretation is guaranteed, and appropriate action is taken when a test result is positive.

Refusal of a drugs / alcohol test may result in disciplinary action being taken against the individual.

## **Help**

It is strongly advised that any employee experiencing problems with drug or alcohol dependency voluntarily seek help at the earliest possible opportunity.

Advice, information and support will be confidentially supplied to anyone requesting it. In the first instance, please contact your line manager, HR, or any Director.

All employees have access to BEN.org – a charity dedicated to supporting people within the automotive industry. BEN offer help and support for addiction problems and associated concerns (money, sickness, etc.). This service is free to all employees and their families.

Help is also available through the company Private Health Scheme, details of which can be sought through your line manager or HR.

## **Confidentiality**

All discussions with an employee in connection with drugs or alcohol will be strictly confidential. This will also be the case with counselling or other treatment, which the employee undertakes. While appropriate personnel records will be kept, it is accepted that any record of treatment will be the property of the person administering that treatment. No discussion about the employee will take place with another party without the permission of that employee.

Employees with a drink or drugs problem have the same rights to confidentiality and support as they would if they had any other medical or psychological condition.

**The possession of or the dealing / supply of drugs will be reported immediately to the police. There is no alternative to this procedure.**

## **CORPORATE RESPONSIBILITY AND BUSINESS ETHICS**

The Company believes it is important to offer our customers the best products and services whilst acting responsibly and ethically at all times. TruckEast comply with Scania's core values, which provide the foundation for Scania's corporate responsibility.

Scania is committed to following the Organisation for Economic Cooperation and Development (OECD) Guidelines for Multinational Enterprises, which includes pledges to respect human rights, to never offer or accept bribes, and to refrain from anti-competitive practices. Scania's strength lies, amongst other things, in the Scania brand. As a Scania dealership, TruckEast endeavour to avoid any action that may jeopardise the Scania brand value.

Scania invests in long-term commitments. This imposes high demands on corporate social responsibility. TruckEast benefits from this as it inspires trust and pride to our customers, personnel and safety.

Our customers always come first. We know that our customers' trust needs to be earned by good quality in everything we do and not by anti-competitive behaviour. For us, respect for the individual means to respect human rights and offer our employees a good working environment, free from sexual, ethnical and religious discrimination and harassment.

We work actively to emphasise ethical and social values within our organisation. In order to keep up the awareness of our personnel regarding ethical issues, we continuously communicate our ethical and social values.

It is important for our customers to know that they are leaving their vehicles in safe hands. Therefore, we make every effort to prevent the risk of crime at our facilities by carrying out regular risk analysis and by taking the necessary measures.

Scania guidelines for corporate responsibility and business ethics are discussed between directors and senior management at ET Meetings, and with all management at All Managers meetings and regional / depot meetings. New managers are made aware of the guidelines during induction training.

**Relevant Legislation:**

Disability Discrimination Act 1995  
Disability Discrimination Act 2005  
Equal Pay Act 1970  
Equality Act 2006  
Equality Act 2010  
Race Relations Act 1965  
Race Relations Amendment Act 2000  
Sex Discrimination Act 1975  
Employment Equality (Sexual Orientation) Regulations 2003  
Employment Equality (Religion or Beliefs) Regulations 2003  
Employment Equality (Age) Regulations 2006  
National Minimum Age Act 1998  
Working Time Regulations 1998  
Employment Rights Act 1996  
Transfer of Undertakings (Protection of Employment) Regulations 2006  
Pensions Act 2004  
Trade Union and Labour Relations (Consolidation) Act 1992  
Protection from Harassment Act 1997  
Competition Act 1998  
Enterprise Act 2002  
Bribery Act 2010

Through its policies and procedures, TruckEast acknowledge and comply with conditions of the above legislation. The company employs staff with Employment Law qualifications and retain the services of a professional employment law consultant. Both these resources are used to communicate advice and guidance to managers in addition to taking information from the ACAS website.

**Offensive Material**

Publications or visual items that may offend customers, personnel or other visitors are prohibited from TruckEast premises. This includes calendars, posters, magazines or other publications.

**Customers' Property**

TruckEast endeavour to protect customers' property whilst at company premises. We maintain a close relationship with our insurance company / broker, who undertake regular site surveys to manage risk at our premises. Any security requirements and recommendations are considered and implemented to reduce the risk of theft or damage of property. Risk assessments are in place for all sites that include consideration towards the risk of fire, theft, flood, and violence in the workplace. Assessments are reviewed at least annually.

**Responsibility**

The Managing Director is ultimately responsible for corporate responsibility and business ethics within TruckEast Limited. Access to new and updated legislation is gained through trade press, ACAS, membership of professional bodies (The Retail Motor Industry Federation) and advice communicated by qualified staff members and consultants. The HR department is responsible for the administration of staff paperwork and personnel records whilst complying with legislative requirements.

## **Scania Core Values**

The Scania Retail System is based on core values that are common for all Scania's employees. The values reflect the company's culture and form the basis for day-to-day work.

These values support each other. They are applied as a unified concept and are all equally important. The core values are described as follows:

### Customer first

How do we serve those who pay for our solutions? Our customers need to be the reference for what we do and don't do. Our reason of being – and ability to thrive – is defined through how well we manage to solve our customers' current and future problems.

### Respect

How do we act toward each other? Mutual respect is necessary for psychological safety, individual responsibility, and creativity. It is also required, as we want collaboration within and between teams, creative improvements, and efficient processes.

### Elimination of waste

How do we use our resources wisely? A relentless search for waste activities with no value – is imperative to our continued competitiveness.

### Team Spirit

How do we collaborate to achieve results? We work together to create synergies, learn from each other, deliver value, and make use of our unique strengths. We can only win together. Team spirit is the foundation of all collaboration.

### Responsibility

What are our obligations toward society and the environment? Acting with responsibility and integrity always pays off in the long run – not only for society and the environment but also for the company's competitiveness.

## Managing Waste

TruckEast have BS EN ISO14001:2015 accreditation. We have a written Environmental Policy, a hard copy of which is displayed at each company location. Every employee is required to apply the following waste hierarchy to all relevant working practices:



Employees will be provided with suitable and sufficient training in how to handle any waste that may be associated with their work operations. Waste contracts are in place for all locations that include all waste streams. All workshop and bodyshop employees undertake regular environmental related training in the form of Toolbox Talks and advice from foremen / supervisors.

## **COMPETITION POLICY**

All TruckEast employees must at all times work within the boundaries of competition law, namely The Competition Act 1998). The aim of competition law is to promote competition, to make markets work better and contribute towards improved efficiency in individual markets and enhanced competitiveness of UK businesses within the European Union single market.

It is against the law to enter into agreements and understandings between independent firms that significantly restrict competition, and dominant companies are prohibited from abusing their market power.

Competition policy aims to ensure:

- Wider consumer choice
- Technological innovation which promotes dynamic efficiency
- Effective price competition between suppliers

There are four key pillars of competition policy in the UK:

1. Antitrust and cartels: This involves the elimination of agreements that seek to restrict competition including price-fixing and other abuses by firms who hold a dominant market position (defined as having a market share in excess of forty per cent).
2. Market liberalisation: Liberalisation involves introducing fresh competition in previously monopolistic sectors such as energy supply, postal services, mobile telecommunications and transport.
3. State aid control: Competition policy analyses examples of state aid measures to ensure that such measures do not distort competition in the Single Market
4. Merger control: This involves the investigation of mergers and take-overs between firms (e.g. a merger between two large groups which would result in their dominating the market)

### **The Regulators**

Regulators are the rule-enforcers and they are appointed by the government to oversee how a market works and the outcomes that result for both producers and consumers. UK regulators are the Competition and Markets Authority (CMA).

What do the regulators do?

1. Prices: Regulators aim to ensure that companies do not exploit monopoly power by charging excessive prices. They look at evidence of pricing behaviour and also for evidence of 'profiteering'.
2. Investigate breaches of UK/EU competition law (anti-competitive agreements & abuses of dominance) & take enforcement action
3. Investigate mergers which might harm competition
4. Conduct market studies & investigations in dysfunctional markets
5. Bring criminal proceedings against individuals engaged in cartels
6. Enforce consumer protection legislation, to tackle practices & market conditions that make it difficult for consumers to exercise choice



## **Anti-trust Policy – Abuses of a Dominant Market Position**

A firm holds a dominant if its power enables it to operate within the market without taking account of the reaction of its competitors or of intermediate or final consumers. Competition authorities consider a firm's market share, whether there are credible competitors, whether the business has ownership and control of its own distribution network (achieved through vertical integration) and whether it has favourable access to raw materials.

Holding a dominant position is not wrong if it is the result of the firm's own competitiveness against other businesses. But if the firm exploits this power to stifle competition, this is deemed to be an anti-competitive practice. Anti-competitive practices are designed to limit the degree of competition inside a market.

### **Anti-Competitive Practices**

1. Predatory pricing also known as 'destroyer pricing' happens when one or more firms deliberately sets prices below average cost to incur losses for a sufficiently long period of time to eliminate or deter entry by a competitor – and then tries to recoup the losses by raising prices above the level that would ordinarily exist in a competitive market
2. Vertical restraint in the market: This can happen in a number of ways:
  - Exclusive dealing
  - Territorial exclusivity
  - Quantity discounts
  - A refusal to supply
3. Collusive practices: These might include agreements on market sharing, price-fixing and agreements on the types of goods to be produced.

Practices are not prohibited if the respective agreements "contribute to improving the production or distribution of goods or to promoting technical progress in a market",

It can be easy to cross the line between legitimate and illegitimate contacts. Particular risks of cartel conduct arise where there are informal relationships and contacts between staff from competing companies. Competition law requires competing businesses – including franchisees – to set their business strategies independently. Discussing future pricing intentions is particularly problematic and must never be entered into with other companies.

You can fall foul of the law even if your involvement in the conspiracy is relatively limited. Even attending a single meeting where an anti-competitive arrangement is reached can be seen as acting illegally.

The CMA will take firm action against cartels, regardless of the size of the companies involved or the geographic scope of the case. TruckEast staff must comply with the law at all times.

TruckEast staff must never:

- Make any agreement to divide / share markets, i.e. agreeing not to serve a rival's customers / not to respond to orders coming from a rival's 'patch'
- Make any agreement with a rival regarding how much to bid in a tender or deceiving a buyer into accepting a price which could otherwise have been much lower had the bidders been competing genuinely
- Make any agreement with rivals regarding what price to charge customers or pay suppliers, or agreeing not to discount below a certain level
- Share sensitive commercial information, which can help facilitate the above or lead to a dampening of competition
- Participate in discussions on pricing, marketing / launch plans, costs or customer, supplier or product strategies with competitors

Meetings with competitors

- Use (and stick to) clear written agendas for all meetings
- Get a legal advisor to review agendas if in doubt
- Keep meeting minutes and circulate them to members for approval
- Limit discussions to agenda items or legitimate matters (regulation, health and safety, network standards, etc.)
- Be receptive to member concerns – if a member thinks an agenda / discussion topic is questionable
- Ban discussions on pricing, marketing / launch plans, costs or customer, supplier or product strategies. Expel those that persist from the meeting
- Avoid using terms open to misinterpretation

Staff must remain aware of the rules regarding competition law, and must make every effort to work within these guidelines. Any concerns must be recorded and reported to the department manager without delay.

## **MODERN SLAVERY AND HUMAN TRAFFICKING POLICY**

TruckEast Limited is committed to preventing acts of modern day slavery and human trafficking from affecting any part of our business and that of our supply chains. The Company acknowledges responsibility to the Modern Slavery Act 2015 and will ensure transparency within the organisation and with suppliers of goods and services to the organisation. These, as well as the suppliers of services and vehicle manufacturers, make up the supply chain within TruckEast Limited.

TruckEast Limited only have locations within the United Kingdom and the vast majority of our suppliers are based in the United Kingdom, Sweden and the EU. The company is an independent Scania dealership. In light of where we do business, where our suppliers are based, and the industry in which we operate, we consider that there is a very low risk that modern slavery and human trafficking may affect our business.

Nonetheless, we adopt policies and procedures, which are designed to:

- Ensure all relevant staff are alerted to the risk of slavery and human trafficking occurring in our business and supply chains;
- Monitor potential risk areas in our business and supply chains;
- Reduce the risk of slavery and human trafficking in our business and supply chain, and;
- Provide protection to whistleblowers

As part of the Company due diligence processes into slavery and human trafficking, the supplier approval process will incorporate reasonable checks and a review of the controls undertaken by the supplier. Imported goods from sources from outside the UK and EU are potentially more at risk for slavery / human trafficking issues. The level of management control required for these sources will be continually monitored, as and when they happen. Controls may include (but are not limited to) raising enquiries with the supplier, asking for their policy / HR documents and verification of physical working conditions for employees and contractors.

The company will not support or deal with any business knowingly involved in slavery or human trafficking. TruckEast staff are advised to notify Directors or our HR department immediately if they have any concerns so that appropriate action can be taken.

The TruckEast Company Handbook makes clear to employees the actions and behaviour expected of them when representing our organisation. We strive to maintain the highest standards of employee conduct and ethical behaviour when operating and managing our supply chain.

Our HR department ensures that we comply with the applicable laws of the country we are based, and we only use specified, reputable employment agencies to source labour (always for permanent positions, we do not use temporary labour as a business). We are proud of the work environment we provide to our staff and the culture that permeates our business.

The company Directors and senior management shall take responsibility for implementing this policy statement and its objectives and shall provide adequate resources (training, etc.) and investment to ensure that slavery and human trafficking is not taking place within the organisation and within its' supply chains.

This policy will be accessible to all employees electronically and is supplied to all employees within the Employee Handbook. Disciplinary procedures will be followed in all cases where this Policy is breached. This Policy shall be reviewed annually to ensure its' continuing suitability and relevance to the company activities.

## **BULLYING AND HARASSMENT POLICY**

### **Statement of Policy**

TruckEast Limited is committed to encouraging and maintaining good employee relations within a working environment, which fosters team working and encourages employees to give their best. Everyone in the Company and those who have dealings with the Company has a responsibility to maintain good working relationships and not use words or deeds that may harm the wellbeing of others. In addition to the obligations placed upon both employers and employees by current Equality and Human Rights legislation, everyone has the right to be treated with consideration, fairness, dignity and respect. This contributes to a workplace environment in which individuals feel safe and can work effectively competently and confidently.

The Company's policy applies to all staff working within the organisation and to all employees working off the premises. It extends to include non-permanent workers such as contractors, work experience, temporary staff, consultants and any other workers. The policy, in addition, covers the behaviour of staff outside working hours, which may impact upon work or working relationships.

TruckEast has a "zero tolerance" policy and will investigate vigorously any allegations of bullying or harassment, regardless of whether the matter has been raised formally or informally.

### **Key Principles**

The Company will provide and sustain a safe working environment, in which everyone is treated fairly and with respect. Those working or dealing with the Company must not encounter harassment, intimidation or victimisation on the basis of gender, race, colour, ethnic or national origin, sexual orientation, marital status, religion or belief, age, trade union membership, disability, offending background or any other personal characteristic.

Everyone carries a personal responsibility for their own behaviour and for ensuring that their conduct is in accordance with the principles set out in this Policy. In addition, each person has a responsibility to report any instance of bullying or harassment, which they witness or which comes to their attention. Employees have a responsibility to act as role models, pro-actively addressing instances of bullying and harassment. Managers should also make themselves aware of their responsibility toward others.

Harassment may be defined as any conduct which is:-

- Unwanted by the recipient
- Is considered objectionable
- Causes humiliation, offence, distress or other detrimental effect

Harassment may be an isolated occurrence or repetitive: it may occur against one or more individuals. Harassment may be, but is not limited to:

- Physical contact – ranging from touching to serious assault, gestures, intimidation, aggressive behaviour
- Verbal – unwelcome remarks, suggestions and propositions, malicious gossip, jokes and banter, offensive language
- Non-verbal – offensive literature or pictures, unwanted online or electronic communications, graffiti and computer imagery, isolation or non-co-operation and exclusion or isolation from social activities

Bullying is unlikely to be a single or isolated instance. It is usually, but not exclusively, repeated and persistent behaviour that is offensive, abusive, intimidating, malicious or insulting. Bullying includes but is not limited to:

- Conduct which is intimidating, physically abusive or threatening
- Conduct that denigrates, ridicules or humiliates an individual, especially in front of colleagues
- Humiliating an individual in front of colleagues
- Picking on one person when there is a common problem
- Shouting at an individual
- Consistently undermining someone and their ability to do the job
- Setting unrealistic targets or excessive workloads
- “Cyber bullying” i.e. bullying via e-mail, WhatsApp or on social media
- Setting an individual up to fail e.g. by giving inadequate instructions or unreasonable deadlines.

***Harassment and Bullying may be summarised as any behaviour that is unwanted by the person to whom it is directed. It is the impact of the behaviour rather than the intent of the perpetrator that is the determinant as to whether harassment or bullying has occurred.***

Any employee who wishes to make a complaint of harassment or bullying is encouraged to first discuss matters informally with their line manager or with Human Resources, provided that they feel able to do so. Should the issues not be resolved at this stage, or the employee feels unable to raise the issue informally, then a formal resolution should be sought.

When a complaint of Harassment or Bullying is brought to the attention of a manager at any level, whether informally or formally, prompt action must be taken to investigate the matter. Corrective action must be taken where appropriate and this may require an investigation under the Company’s Disciplinary Policy and Procedure.

All matters relating to the investigation of complaints of harassment or bullying will be treated in strict confidence. Any breach of confidentiality in this regard may render those responsible liable to disciplinary actions. However, it will be necessary that any alleged perpetrator is made aware of the allegations against them and the name(s) of those making the allegations together with the name(s) of any witnesses.

No employee will be victimised or suffer detriment for making a complaint of harassment or bullying and no manager shall threaten either explicitly or implicitly that an employee's complaint will be used as the basis for decisions affecting that employee. Such conduct will be treated as a very serious disciplinary offence. Similarly, managers are required to act on any complaint of harassment or bullying. Failure to do so will be regarded as misconduct, which if proven, will result in disciplinary action.

All complaints of harassment or bullying whether raised formally or informally must be notified by the recipient of the complaint to Human Resources for recording in accordance with the requirements of the Equality and Human Rights legislation.

This policy and procedure will be reviewed periodically giving due consideration to legislative changes.

## **Procedure**

### **Informal Resolution**

Often people are not aware that their behaviour is unwelcome or misunderstood and an informal discussion can lead to greater understanding and agreement that the behaviour will cease.

Complainants are therefore encouraged to try, if they feel able to do so, to resolve the problem informally by making it clear to the alleged harasser that his/her actions are unwanted and should not be repeated. This may be done verbally or in writing in which case the complainant should keep a copy of the documentation and, where possible, the times and dates of incidents should be recorded.

If the complainant feels unable to approach the alleged harasser, a work colleague, or Trade Union representative could be asked to speak to the alleged harasser on the complainant's behalf. A note should be made of the action taken and the matter notified to Human Resources.

An individual who is made aware that their behaviour is unacceptable should:-

- Listen carefully to the complaints and the particular concerns raised;
- Respect the other person's point of view: everyone has a right to work in an environment free from harassment/intimidation;
- Understand and acknowledge that it is the other person's reaction/perception to another's behaviour that is important;
- Agree the aspects of behaviour that will change;
- Review their general conduct/behaviour at work and with workplace colleagues

### **Formal Resolution**

If the alleged harassment continues, the complainant feels unable or unwilling to deal with the matter informally, or the allegation is so serious as to prevent use of the informal procedure, a complaint should then be raised formally with the employer.

Normally, the Company representative will be the employee's line manager. However, if the employee feels unable to do this they should submit the complaint in writing to a more senior manager or Director, or directly to Human Resources.

When dealing with a complaint of harassment under the Formal Resolution Procedure, the relevant manager should:

- a. Take full details of the incidents in writing from the complainant and their representative (if appropriate)
- b. Take full details from any witnesses/other complainants who come forward and may have witnessed the alleged behaviour
- c. Inform the alleged harasser of the complaints against him/her, advise the alleged harasser to seek representation if required, and invite him/her to a meeting in order that they can comment on the allegations against them
- d. Keep all parties informed of expected timescales
- e. Inform all parties in writing of the outcome and any action that may be required

If the allegations and the working situation warrant it, the alleged harasser may be suspended during the investigation (in accordance with established disciplinary procedure) or transferred temporarily pending the outcome of the inquiry to another location (if practicable to do so).

Should there be a case to answer against the alleged harasser, the manager who has dealt with the complaint will communicate this to an impartial manager who will conduct a separate disciplinary investigation. The normal disciplinary procedure for misconduct/gross misconduct should then be followed.

If the complaint is upheld at the disciplinary stage, there are a number of possible outcomes for the harasser, depending on the evidence presented and the circumstances. These could include, but are not limited to:-

- Dismissal
- A formal warning
- A final written warning
- A recommendation of redeployment of the harasser, either on a temporary or a permanent basis. This will not be on any less favourable terms and conditions of employment
- Implementation of other sanctions as detailed in the Company's Disciplinary Policy
- Making arrangements for both parties to work as separately as possible within the same workplace



In addition to the above, the harasser may be required to attend any training courses as deemed necessary by the Company.

With any allegation, the need for a thorough and objective investigation is paramount. Consequently, if through the course of the investigation evidence demonstrates that the allegation has been made frivolously, maliciously, or for personal gain, then the individual making the complaint will be subject to Disciplinary proceedings as outlined in the Company's Disciplinary Policy.

### Appeals

Appeals against decisions taken under the Bullying and Harassment at Work Policy and Procedure shall be dealt with as follows:-

- Appeals against a disciplinary sanction will be dealt with in accordance with the appeals process in the Disciplinary Procedure
- Appeals by a complainant about the outcome of any inquiry will be dealt with in accordance with the appeal process in the Grievance Policy

### Records

Where the complaint is informal and resolved at this stage, no record will be kept on personal files.

Following formal investigation, where the complaint is not substantiated, no records will be retained.

Where a complaint is substantiated or partially substantiated but does not proceed to disciplinary, a letter confirming the outcome will be retained on the personal file and supporting documentation retained in a separate file for a period of 12 months.

Where the matter proceeds to a disciplinary hearing then the storage of records should be in accordance with the disciplinary procedure.

## **APPENDIX 1 – MATERNITY LEAVE AND PAY**

### **Maternity Leave**

Every pregnant employee is entitled to take up to 52 weeks maternity leave, regardless of length of service with TruckEast. Maternity leave is a single continuous period and is made up of:

26 weeks Ordinary Maternity Leave – during which the contract of employment continues, and during which time you will continue to receive your contractual benefits except salary or wages, and;

26 weeks Additional Maternity Leave – during which time the contract of employment continues.

The law requires that you take a minimum of two weeks' maternity leave following the birth. Additional Maternity Leave follows Ordinary Maternity Leave, there is no gap between the two. You can choose when to start your maternity leave which can be any date from the beginning of the 11th week before the baby is due up until the birth itself. The correct notice must be given, see paragraph "Notification Procedure".

### **Risk Assessment**

All TruckEast risk assessments give consideration to new and expectant mothers and female employees of childbearing age. A specific separate risk assessment may be undertaken to assess the risks that may arise for expectant mothers, should a health and safety risk is identified within the particular area of work (usually workshop, bodyshop or parts).

### **Antenatal Care**

You are entitled to a reasonable time off from work with pay for antenatal care, provided:

- An initial appointment must have been made for you to receive antenatal care on the advice of a registered medical practitioner, registered midwife or registered health-visitor
- For subsequent appointments you will need to produce an appointment card or other documentation showing the appointment has been made

### **Notification Procedure**

To exercise your right to Ordinary Maternity Leave, you will need to notify your Manager and the HR department by the end of the 15th week before the EWC:

- That you are pregnant
- Of your expected week of childbirth usually by submitting the Form MAT B1, which you will receive from your Medical Advisor
- Of the date on which you intend your OML period to begin

## **Response from TruckEast**

On receipt of the correct notification of the date on which you intend to begin your maternity leave HR will respond in writing within the next 28 days. They will inform you of the date on which the OML period ends and of the date on which the AML will commence.

## **Premature Birth or a Pregnancy Related Illness**

If you give birth prematurely, your OML begins on the day on which childbirth occurs. If you fall ill (or are already absent from work) with a pregnancy-related illness on or after the beginning of the 4th week before your EWC, your OML period begins either on the first day of that week or on the day on which you are taken ill, whichever occurs sooner.

## **Return from Ordinary Maternity Leave**

When you wish to return to work at the end of your OML period you have the right to do so in the job you occupied before that period of leave began. It will assist the smooth transition between your OML and your return to work if you could contact your Manager at least 7 days before your stated return. If you are too ill to return on the due date, you should notify your Manager as soon as possible, in accordance with the sickness absence policy.

## **Early Return to Work from OML**

If you wish to return to work before the end of your OML period you must notify your Manager of the proposed date of return at least 28 days beforehand. If you neglect to do so, the Company may delay your return until those 28 days have elapsed or until the date on which you would otherwise have been due to return, whichever occurs sooner.

## **Resignation**

If you decide not to return to work at the end of your maternity leave you must give the Company written notice of termination required by your contract of employment.

## **Return from AML**

If you take AML you are entitled to return to work in the job in which you were employed before your OML period began unless that is not reasonably practicable. Should this be the case, another job that is both suitable for you and appropriate for you in the circumstances will be provided. Your terms and conditions will be no less favourable.

## **Early Return to Work from AML**

If you wish to return to work before the end of your AML period you must notify your Manager of the proposed date of return at least 8 weeks in advance. If you neglect to do so, the Company may delay your return until those 8 weeks have elapsed or until the date on which you would otherwise have been due to return, whichever occurs sooner.

## **Statutory Maternity Pay (SMP)**

To qualify for SMP, you must:

- Have been continuously employed by the Company for a minimum period of 26 weeks by the 15th week before your EWC;
- Have average weekly earnings equal to or greater than the current lower earnings limit for NI contributions purposes, calculated over the period of eight weeks up to and including the last payday before the 15th week;
- Still be pregnant at the beginning of the 11th week before your EWC or have already given birth by that time
- Have stopped work for the Company wholly or partly because of the pregnancy; and
- Have notified the Company, at least 28 days beforehand, of the date on which you intend your maternity leave period to begin, and have provided evidence of your pregnancy and your EWC (on Form MAT B1). We cannot pay you SMP without this evidence

## **Standard Rate of Maternity Pay**

SMP is payable as follows:

- First 6 weeks – 90% of average weekly earnings
- Remaining 33 weeks – standard rate or a rate equal to 90% of your average weekly earnings, whichever is the lower

## **How SMP is Paid**

Your SMP will be paid in the normal way that you receive your salary payments and at the same pay intervals (weekly or monthly, depending on how you are normally paid). SMP is subject to tax and National Insurance contributions.

## **Pension**

During AML, pension contributions from both you and the Company will be suspended. When you return to work you may choose either:

- To make up the contributions unpaid during your maternity leave in which case the absence will count towards your pension benefits, or
- Not to pay the contributions in which case the period of absence will not count as Pensionable Service. Your pension benefits will be based on the separate lengths of Pensionable Service rather than on one continuous period. In any event your lump sum life assurance will be maintained until you actually leave service

## **Keeping in Touch**

During your leave it is often helpful to keep in touch with your Manager. Your Manager is entitled to make reasonable contact with you during maternity leave. This might be to discuss such things as arrangements for your return to work, or to update you on any significant changes in the workplace while you've been away.

Your maternity leave and pay will normally come to an end when you return to work. However, you are entitled to do up to ten days work during your maternity leave without losing maternity pay or bringing your leave to an end.

These 'keeping in touch' days may only be worked if both you and your Manager agree. Although particularly useful for things such as training or team events, they may be used for any form of work and should make it easier to return to work after your leave. You will need to agree with your Manager what work is to be done on 'keeping in touch' days and how much pay you will receive.

## **Other Purposes**

As regards computing periods of continuous service for statutory purposes (redundancy payments, length of notice entitlement, unfair dismissal etc.) time spent on maternity leave shall count as a period of service.

## **Salary**

If you return to your previous job you are entitled to any general or updating increases, which have been awarded to jobs in your salary range during your absence, and these will be added to your salary on your return.

## **Paternity Leave and Pay**

Fathers, and partners in same-sex relationships, have the right to take one week or two consecutive weeks' paid statutory paternity leave within 8 weeks of the child's birth. The amount of time is the same even if they have more than one child (e.g. twins).

They can choose to start their leave:

- From the actual date of the child's birth (whether this is earlier or later than expected), or
- From an agreed number of days after the birth
- From an agreed number of days after the expected week of childbirth

Leave can start on any day of the week on or following the child's birth but must be completed either within 56 days of the actual birth date or, if the child is born early, within the period from the actual date of birth up to 56 days after the expected week of childbirth.

The employee must inform TruckEast of their intention to take paternity leave by the 15th week before the EWC and will also need to tell TruckEast:

- The week the baby is due
- When they want their leave to start
- Whether they wish to take 1 or 2 weeks' leave

Employees will be able to change their minds about the date on which they want their leave to start providing they tell TruckEast at least 28 days in advance.

## **Eligibility**

Employees will need:

- To have worked continuously for TruckEast for 26 weeks leading into the 15th week before the baby is due
- Have or expect to have responsibility for the child's upbringing
- Be the biological father of the child or the mother's husband or partner
- Provide a self certificate as evidence that they meet these eligibility conditions

## **Paternity Pay**

The rate of Statutory Paternity Pay will be the same as the standard rate of Statutory Maternity Pay or 90% of average weekly earnings, whichever is the lower.

## **Leave for antenatal appointments**

Employees can take unpaid leave to accompany a pregnant woman to antenatal appointments if they are:

- The baby's father
- The expectant mother's spouse or civil partner
- In a long-term relationship with the expectant mother (including same-sex relationships)
- The intended parent (if they're having a baby through a surrogacy arrangement)

They can accompany the woman to 2 appointments of up to 6 and a half hours each.

## **Shared Parental Leave (SPL)**

Eligible employees can get Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP) if they've had a baby or adopted a child. Employees can start SPL if they or their partner end their maternity or adoption leave or pay early. The remaining leave will be available as SPL. The remaining pay may be available as ShPP. Employees can take SPL in up to 3 separate blocks. They can also share the leave with their partner if they're also eligible. Parents can choose how much of the SPL each of them will take.

SPL and ShPP must be taken between the baby's birth and first birthday (or within 1 year of adoption).

### **Eligibility**

- The employee must have worked continuously for TruckEast for 26 weeks leading into the 15th week before the baby is due
- Both parents must be eligible to get Shared Parental Leave
- Have or expect to have responsibility for the child's upbringing by being either; the husband, wife, civil partner or joint adopter, the child's other parent, or the partner if living with the parent of the child
- Be employed by TruckEast for the duration of the SPL
- Provide a self certificate as evidence that they meet these eligibility and give the correct notice including a declaration that their partner meets the employment and income requirements which allow the employee to get SPL

### **Entitlement**

If the employee is eligible and they or their partner end maternity or adoption leave and pay early, they can:

- • Take the rest of the 52 weeks of leave (up to a maximum of 50 weeks) as SPL
- • Take the rest of the 39 weeks of pay (up to a maximum of 37 weeks) as ShPP
- • ShPP is paid at the standard statutory rate or 90% of weekly average earnings, whichever is lower

### **Parental Leave**

All parents of a child under eighteen have the right to 18 weeks' unpaid parental leave during the first 18 years of a child's life or adoption.

Employees need to have had one year's continuous service, be the parent (named on the birth or adoption certificate) of a child who is under 18 years of age.

Parental leave must be taken in blocks of one week or more, subject to a limit of four weeks per year. TruckEast can postpone leave where the needs of the business make this necessary (but must give an alternate date within the next six months).

## **APPENDIX 2 - REDUNDANCY**

### **Principles for Dealing with Redundancy**

The Company recognises the importance of security in employment and every effort will be made by means of planning personnel requirements, sound recruitment, re-training procedures and re-deployment where possible, to avoid or minimise the impact of redundancies.

It is recognised, however, that in certain circumstances, redundancies could be unavoidable and this sets out the procedure to be followed in such a redundancy situation.

### **Stage 1 – Measures to Avoid Redundancy**

In a situation in which the trading position of the Company contains a threat of redundancy, the following procedure will be adopted.

Affected employees will be consulted and made aware of the facts of the situation. The problem will be examined to determine what action might alleviate the position and due consideration will be given to the following possibilities:

- Recruitment – An assessment will be made and, if considered necessary, recruitment will be curtailed or halted in the affected area
- Transfer with the Company – Likewise, due consideration will be given to the transfer of employees if this would reduce or eliminate the threat of redundancy

### **Stage 2 – Procedures in the Event of Redundancy**

Affected employees will be consulted and made aware of the facts as soon as possible. The purpose of this consultation is to disclose:

- a. The reasons why a redundancy situation has arisen
- b. The numbers and descriptions of employees whom it is proposed to dismiss as redundant
- c. The proposed method of selecting the employees who may be dismissed
- d. The proposed method of carrying out the dismissals, including the period over which the dismissals are to take effect

In the course of consultation, Management shall consider any representations made by the affected employees and, if unable to accept such representations, shall state the reasons why.

The steps that will be considered are set out as follows. It is envisaged such steps taken will be in the following order, although Management may rearrange the order of, or omit such steps as are considered equitable.



Employees who are to be made redundant will be given as much notice as possible of the effective date, and certainly no less than that required by statutory and contractual obligations. Those for whom the Company cannot provide work for the full period of notice will be paid salary for the balance of the notice period.

- a. Alternative Employment – Management will examine vacancies in all departments with a view to offering alternative employment to individuals who are to be made redundant. If such an alternative offer be accepted and necessitates moving house, the Company will assist in any removal expenses and conveyancing costs that may be involved. The extent of such assistance will be notified in writing to the employee at the same time as he or she receives the written offer of alternative employment.
- b. Voluntary Redundancy – Employees who wish to volunteer for redundancy may submit their names for consideration. The Company will give every consideration to such volunteers but reserves the right to decline acceptance of the employee's offer if obliged to do so in the interests of retaining a viable and efficient staff.
- c. Enforced Redundancies – If the previous steps have failed to resolve the situation, a list of staff to be made redundant will be compiled. Account will be taken of the length of service, performance, employment record, attendance and skills of all affected staff before selection is made, provided that the Company retains a viable and efficient staff.
- d. Redundancy Payment – Normal salary will be paid during periods of notice and for the balance of such a period if the Company cannot provide work for the full period.
- e. Holiday Pay – Normal payments will be made for any outstanding holiday entitlement already accrued.
- f. Redundancy Pay – Eligible individuals whose employment is to be terminated, other than those who retire at or above normal retirement age, will receive redundancy payments in accordance with the provisions of the Employment Rights Act.