



HASKINS

for garden pleasure

Staff Handbook

General Terms

Your basic employment details are set out in your offer letter and Statement of Particulars of Employment.

This document constitutes your Contract of Employment.

In addition to your contractual rights and obligations, this hand book also refers to a number of important Company policies and procedures.

Company policies, procedures and regulations are displayed on notice boards and on the Company intranet.

You are required to comply with all Company policies and procedures as subsequently amended or introduced from time-to time.

Your continuing employment with the company is subject to your satisfactory compliance with all policies and procedures – please speak to your Line Manager if you experience any difficulty in obtaining or understanding information relating to the above.

Appointment Details

All offers of employment are conditional upon:

- Receipt of references, which are in the opinion of the Company, satisfactory.
- Satisfactory completion of a three or six month probationary period
- Compliance with the Company's standard terms and conditions as set out in your offer letter and Statement of particulars of Employment.

It is important that you understand and abide by the Company's policies, procedures and rules applicable to your duties and place of work. This handbook will introduce you to these and explain where further information can be found.

The Company reserves the right to vary these terms and conditions of employment by giving notice of any such changes.

References

- All offers of employment are subject to the receipt of references that are satisfactory to the Company.
- The Company will make the final decision as to whether the references meet our requirements.
- The Company cannot discuss or disclose the content of references with Colleagues as such information has been provided to the Company in confidence.

Probationary Period

Your initial period of employment with us will be on the basis of a 3 or 6 month probationary period as outlined in your offer letter and your performance during this time will be reviewed and assessed. The Company reserves the right to extend your probationary period where appropriate.

In case of unsatisfactory performance, misconduct or upon receipt of references that are not satisfactory to the Company, your employment maybe terminated during your probationary or your probationary period extended.

The Company's disciplinary procedures do not apply during your probationary period or extended probationary period, or to any decisions taken to extend the probationary period or to terminate your employment.

Upon the satisfactory completion of your probationary period your appointment will be confirmed by your Line Manager.

Changes to your Terms and Conditions of Employment

You will be notified of any alterations, amendments or additions to your terms and conditions of Employment, as stated or referred to in this document by a notice on your Centre notice board and / or by individual letter.

You must keep yourself up to date with company policies, as amended from time to time.

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Terms and Conditions of Employment

SECTION 1 – CONDITIONS OF EMPLOYMENT

A) General Conditions

Hours of Work

Your normal hours of work will be stated in your offer letter. Reasonable variations to these hours may be required for such reasons as changes in trading patterns, your General Manager or the Line Manager will confirm any such variation.

Attendance and Punctuality

The Company requires regularity of attendance and good time keeping from its employees. These are of the utmost importance in maintaining an efficient business and service to our customers.

Employees arriving after their normal starting time must report to their Line Manager or the Duty Manager before starting work. Employees wishing to leave during their normal working hours must obtain the permission of their Line Manager or, in that person's absence, the permission of the Duty Manager.

Medical Appointments

Employees should endeavour to arrange medical, hospital and dental appointments outside their normal working hours, but it is recognised that this may not be possible and any time taken off work must be made up or will be unpaid. The Company reserves the right to see evidence of such appointments i.e. hospital letter or appointment card.

Meal Breaks and Refreshments

For staff based in the Garden Centres, lunch and refreshment breaks will be allotted according to the individuals contracted hours. Your break entitlements will be detailed in your offer letter. All breaks must be taken at the time agreed with the Line manager or Duty Manager and in accordance with the needs of the business. At peak trading times, or in exceptional circumstances, these agreements may be varied.

Stocktaking

On occasions you will be required to undertake stocktaking duties which are additional to your normal contractual weekly hours of work. The Company will always seek to give you seven calendar days' notice of this requirement. However, there may be special circumstances (e.g. the unexpected sickness of colleagues) where the notice given to you may be less.

Bank Holiday Working

You will be expected to work Bank Holidays on a rota basis as agreed with your Line Manager.

Place of Work

Your place of work will be detailed in your offer letter.

The Company reserves the right to transfer an employee from one department to another at the same location.

Holidays

The holiday year runs from 1st March until the last day in February.

Your entitlement is governed by length of service and is accrued according to the number of completed month's service. Part months worked are not included in holiday calculations. Holiday entitlement also includes Bank Holiday allowance.

Staff joining or leaving the Company part way through a holiday year will receive holiday entitlement on a pro-rata basis.

Part Time Staff

If you are a part time employee, your holiday entitlement accrues on the same basis as for full time employees but will be pro-rata according to the number of hours/days you work.

Making Holiday Arrangements

All holiday is subject to Line Management approval, and this should be sought prior to confirming any arrangements. During the peak trading months of March, April, May and December the approval of the General Manager may also be required.

Within the Garden Centres, holiday will not be permitted during any stock take week or during any four-day week in the Spring period e.g. Easter, Mayday or Spring Bank holiday. Holidays during the Christmas set up period will also be restricted to allow for important activities to take place.

Holidays should be planned in the month of January for the following holiday year. Holiday will be granted on a first come first served basis, and subject to minimum staffing levels being maintained.

The Company believes that everyone should take their full entitlement, therefore, apart from exceptional circumstances; any outstanding holiday will be forfeited. Only General Managers can authorise payment of outstanding holiday, or agree for it to be carried over to the following year.

New Employees

The Company will make every attempt to honour the prior holiday commitments of new employees, providing that the new employee informs the Company of the proposed holiday arrangements at the time of their recruitment.

Special Circumstances

Holidays for religious or national observances must be taken from your normal holiday entitlement.

Holiday Entitlement when leaving the Company

Members of staff, who leave the Company, will receive payment for outstanding accrued holiday entitlement. A deduction will be made from the final payment for any holiday in excess of entitlement at the time of leaving.

Special Leave

There may be some exceptional circumstances when you require time off which is not part of your annual entitlement. The Company will always consider requests for special leave on its merits once annual holiday entitlement has been exhausted. Requests should be made to the General Manager. Any special leave granted will be regarded as unpaid.

Career Breaks

Career breaks will be granted at the discretion of the Directors. They must be for a period of at least six months and have a finite purpose. Any career break granted will be taken as unpaid.

Time off for Public Duty

If you are summoned to attend court, as a witness or for Jury Service, during normal working hours, leave of absence will be granted. Wages for the period involved will be reduced by an amount equal to the "Loss of Earnings Allowance" which the employee is entitled to claim from the Court. It is the employee's responsibility to ensure that before leaving the Court they collect the loss of earnings form, which can be obtained from the Clerk to the Court.

The Company reserves the right to see the summons requiring you to attend court.

Compassionate Leave

If you suffer the death of a close family relative e.g. brother, sister, parent, up to 3 days paid compassionate leave will be granted, to include one day for the attendance of the funeral.

If the death is of an immediate family member e.g. wife, husband... and you are designated next of kin, or executor of the deceased's estate, you may request up to 5 days paid compassionate leave. Should you require more than the time specified, we will be as flexible as possible in allowing you to take paid holiday and or unpaid leave.

Sickness & Sick Pay

Statutory Sick Pay (SSP)

The Company has a duty to pay SSP subject to your eligibility. However, whenever the Company pays your normal salary for any sickness absence, SSP is deemed to be included and you will not receive an additional amount.

Where you do not receive normal salary from the Company (either because your maximum entitlements have been exceeded or for any other reason) SSP only will be paid.

The rules and rate governing SSP are determined by the Department of Social Security (DSS), but the Company is required to exercise its discretion and may also withhold SSP if it believes the benefit is being abused, or if it is dissatisfied with the reasons for absence. SSP entitlement is 28 weeks payment at the appropriate rate.

The entitlement of SSP depends on your level of earnings.

Company Sick Pay

Providing the rules for notifying absence are adhered to and the Company is satisfied with the reasons for absence, employees will receive payment according to their length of service.

Company sick pay will not be paid for the first three days of absence; payment will be administered from the 4th day and up to the individual's maximum entitlement.

The chart below indicates the maximum period of time for which you will receive company sick pay in any rolling 12 month period.

LENGTH OF SERVICE	ENTITLEMENT PER YEAR
Less than 12 months	Nil
One to two years	One Weeks
Two to three years	Two Weeks
Three to four years	Three Weeks
For each successive complete year of service	An additional week to a maximum of twelve weeks

It is stressed that all payments, other than SSP, are entirely at the Company's discretion and are not a contractual right. However, payment will not be withheld without good reason. If you are not going to be paid, you will be advised of the reason for that decision.

sick

Notification of Absence

If you are unable to attend work, for any reason whatsoever, you or in extreme cases, someone on your behalf, must notify your Manager or the Duty Manager as early as possible by telephone (e-mails or text messages are not acceptable ways of reporting absence). This should ideally be before your starting time, but not later than one hour after your due starting time, on the first day of your absence. You must then keep your Manager or Duty Manager informed as to the likely duration of your incapacity on a daily basis unless you have supplied a medical certificate. This is to ensure that appropriate action can be taken regarding additional staff to cover your absence.

If you are absent through sickness, injury or for any other reason you must also comply with the following:-

1. Complete as soon as possible a Company Sickness and Absence Certificate.
2. For absence, due to sickness or injury lasting 7 calendar days or more, you are required to provide a Fit for Work Note to cover day 8 onwards of the period of absence.

Please note that if you fail to follow the notification and certification rules detailed above, you may lose your entitlement to SSP and Company Sick Pay.

Absence through Accident/Injury

The Company reserves the right to withhold Company sick pay in certain circumstances i.e. in cases where we believe the scheme is being abused, injuries sustained as a result of acts of misconduct, negligence, hazardous pursuits, or whilst carrying out duties for another employer. The Company also reserves the right to reclaim damages for loss of earnings recoverable from a third party.

Medical Examination and Obtaining Medical Records

The Company reserves the right to request to request an employee to undergo a medical examination, if required the procedure will comply with the requirements of the Access to Medical Reports Act 1988. We may also request permission to obtain medical records should any employee be unavailable to attend work due to sickness or injury for prolonged periods or when frequent short term absences are a cause for concern.

Leaving the Company

We hope that you enjoy a long and fruitful career with us. However, we understand that employees leave from time to time and the following paragraphs deal with what happens in that event.

Notice Period

Notice must be given in writing to the employee's Manager. The employee must return all items of Company property in good repair including uniforms, on the last day of employment.

The Company reserves the right to make payments in lieu of notice.

Permanent Staff

The period of notice to be given is as detailed below unless otherwise stated in your individual Statement of Terms and Conditions of Employment.

LENGTH OF SERVICE	PERIOD OF NOTICE BY EMPLOYEE	PERIOD OF NOTICE BY THE COMPANY
First Month	Nil	Nil
Second & Third Month	One Week	One Week
After 3 Months	Four Weeks	Four Weeks

Temporary Staff

Temporary employment is subject to one week's notice of termination by either party. Please be aware that a temporary contract can be terminated early subject to one week's notice being given.

Summary Dismissal

An employee who has committed gross misconduct will be dismissed without notice or payment in lieu of notice.

Holiday Entitlement

Members of staff, who leave the Company, will receive payment for outstanding accrued holiday entitlement. A deduction will be made from the final payment for any holiday taken in excess of entitlement at the time of leaving.

Company Property

All Company property, such as uniform, discount cards, keys, passes or any company supplied equipment must be returned to your manager on or before your final working day. Employees have a duty of care for the property in their possession.

Issue of your final payment may be delayed pending the return of company property.

B) Pay & Benefits

Rates of Pay

Personal information on rates of pay is supplied to individuals at the time of their appointment, any subsequent changes being notified to them in writing.

How Your Salary will be Paid

Salary is paid into an individual's bank or building society account by credit transfer on the 28th day of each month. Failure to provide personal bank / building society account details will mean we are unable to pay you and might ultimately result in the termination of your employment. You should notify your Line Manager of any changes to your account details immediately. Staff will be paid for the whole of that month with overtime payments and other adjustments made one month in arrears. This means that any additional hours worked or any absences, either paid or unpaid, will not show on your payslips until the following month.

A payslip will be issued to you at or prior to each pay-day giving details of gross pay and net pay and the payments and deductions which go to make this up. National Insurance Contributions, PAYE deductions and Pension Contributions will also be detailed on your payslip.

Errors

We will do our best to ensure that errors never happen, but if occasionally they do the following conditions apply: you must inform your Line Manager as soon as you discover any overpayments or anomalies in your pay. The Company reserves the right to make deductions from your pay as necessary to rectify any overpayments made.

The Company reserves the right to deduct any monies owing to the Company from your final pay, in the event that you leave our employ before making full repayment.

Advances of Pay

It is not Company policy to give advances of salary.

Overtime

Your offer letter will state whether you qualify to receive payment for additional hours worked. All additional hours must be authorised by the Line or General Manager to qualify for payment.

Authorised additional hours worked are paid at the employee's standard hourly rate of pay, alternatively, and at the discretion of Management, staff may take time off in lieu.

Annual Pay Review

The Company will review pay rates for all staff annually with any pay increase implemented in April.

All increases, unless linked to the National Minimum Wage or Living Wage are entirely at the Company's discretion and the following criteria must be met in order to be eligible to a pay rise.

- Probationary period must be completed
- You must not be in receipt of any 'LIVE' warnings
- You must not be on an extended probationary period
- Hourly paid staff who are currently paid at a higher rate than that set by the Company will be 'Blue Circled' until their pay falls into line with the Company pay rate
- Staff on temporary contracts will not be eligible for pay reviews
- Staff working their notice period will not receive a pay rise for the duration of this period
- Any member of staff on 'garden leave' will not receive a pay rise
- Anyone currently suspended or under investigation will not receive a pay rise until the outcomes of any potential disciplinary proceedings are known.

Pay reviews only apply to hourly pay / salary. Any additional pay, i.e.; Responsibility pay, Car Allowance, First Aid Payments etc. will be reviewed separately.

Recording Attendance Hours

Everybody in the centre, including management, is required to clock in and out biometrically to accurately record their start / finish times. Please notify your Line Manager immediately if you have any problems using this equipment. All staff should be aware that any instances of clocking in late or clocking out early will result in a deduction in pay to the next quarter hour unless previously agreed with your line manager.

Company Pension Scheme

We operate auto-enrolment into a NEST pension scheme. If you are an eligible jobholder you will be automatically enrolled into the scheme within 3 months of your start date. If you require any further information on the pension scheme, please email pensions@haskins.co.uk

C) Company Standards & Security

Security

All employees are in a position of trust and responsibility. It is their duty to see that the Company premises, goods, money and equipment are safe and well guarded. Any deliberate or grossly negligent breach of instructions will result in disciplinary action being taken and could lead to dismissal.

To safeguard both Company property and that of its employees, the Company reserves the right of search on its premises. This right of search includes bags, lockers and private vehicles. In the event of the employee refusing consent, the Company will obtain the attendance of a police officer.

Confidential Information

You are not permitted to communicate any information concerning the Company, which would cause damage to the Company, to anyone outside the Company's employ, or to divulge any trade secret unless authorised to do so in writing by a Director of the Company.

Conflict of Interest

You must declare, in writing to your General Manager, any other business or employment interests which may be considered to conflict, in any way, with your employment with the Company.

Company E-Mail & Internet Usage

The Company provides e-mail and internet facilities totally for the purpose of business use.

The Company reserves the right to retrieve the contents of e-mail messages and to monitor internet use where it believes it necessary to protect the interest of the Company, and for the purpose of monitoring, whether the use of e-mail and the internet is legitimate, or to comply with any legal obligations. To this end the Company does routinely monitor e-mails and internet use. Abuse of these facilities will lead to disciplinary action being taken.

Social Network Sites

In addition to the above, staff are not permitted to use their own devices or that of the Company to upload details regarding the Company, including photographs taken by employees.

The posting of any material which may bring the Company into disrepute is strictly prohibited and any member of staff found to be in breach of this may be liable to Disciplinary action being taken against them up to and including dismissal.

D) Personal Appearance, Hygiene And Attitude

The personal appearance and attitude of our staff makes an important contribution to the high standing and reputation of the Company. Employees are required to meet a high standard of appearance.

Uniforms and Name Badges

Retail and restaurant staff are issued with a uniform and name badge; these must be worn whilst on duty.

Members of staff will be expected to launder their own uniforms and keep them in a respectable condition. All uniforms remain the property of the Company and employees are liable to pay for any items lost and for any items not handed back upon leaving the Company.

Dress Code

How you appear to our customers is important. For employees who are not issued with a uniform it is not possible to list all items of clothing that are either acceptable or not acceptable. The general rule is smart, clean and a well-groomed appearance.

No one may wear trainers, jeans, denim or T-shirts with printed slogans. The wearing of visible body or facial piercing is also not acceptable. The Company reserves the right to suspend, without pay, any member of staff that arrives for work whose appearance does not meet these standards.

Gifts, Offers and other Incentives

All offers of gifts, vouchers, extra stock, etc. must be notified to the Directors of the Company. All such benefits become the property of the Company and will be used for the benefit of the Company.

It is against Company Policy to purchase ANY product or products from ANY of our suppliers, for personal use, this includes ALL our restaurant suppliers.

Failure to adhere to this policy is liable to result in disciplinary action which could lead to dismissal.

Mobile Phones

You must at no time, whilst driving a company vehicle or any vehicle whilst on company business, use a hand held mobile phone. This applies to all calls whether private or for business purposes. Anyone found in breach of this rule will be regarded as committing a serious offence and will be subject to the Company's disciplinary procedures.

Mobile phones should not be carried during working hours and must be left in a secure locker at all times. If you do not have access to a locker please inform your Line Manager immediately. The making and accepting of calls whilst on duty is prohibited except in exceptional circumstances when permission has been granted by your Line Manager.

It is also against Company policy to use mobile devices to take photographs of anything related to the Company unless permission has been granted by the General Manager or Assistant General Manager. Any photos that are taken must not under any circumstances be uploaded onto Social Networking Sites.

Any breach of the above may render employees subject to Disciplinary action, up to and including dismissal.

E) Other Important Information

Personal Information

Basic personal records are kept on all staff, some manually and some on computer.

You must notify your Line Manager or General Manager immediately of any change of personal circumstances, e.g. change of address or telephone number, or upon marriage.

Information held on computer relating to you, as well as your employee personnel file, is available for your inspection if required, subject to Data Access Laws.

Personal Property

The Company can accept no responsibility for loss or damage to your clothing or property. All personal property should be kept in the lockers provided. Should none be available, please inform either your Line or Duty Manager.

F) Amendment To Terms And Conditions

Haskins Garden Centres Ltd reserves the right to vary the terms and conditions of employment at its discretion, but with due notice.

SECTION 2 – POLICIES AND PROCEDURES

H) Disciplinary

Disciplinary Procedures

This procedure can be invoked at whatever stage Management believes appropriate to deal with alleged acts of misconduct or poor performance.

The disciplinary rules apply from day one of employment, but the Company's procedures for dismissal and discipline are not contractual until you have completed your probationary period.

The procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. It is also designed to ensure fair and consistent treatment of employees who become liable to disciplinary action as a result of failing to meet minimum standards or comply with company rules.

The Company expects that all employees will carry out their duties in a reasonable manner and undertake any tasks reasonably requested of them. Employees should at all times behave courteously and reasonably to other employees, customers and all other persons with whom they come into contact with whilst on the business of the Company.

In the Garden Centres, General Managers, Assistant General Managers, Restaurant General Managers, Line Managers and Duty Managers have the authority to instigate the Disciplinary Procedure.

In Head Office, the authority to dismiss an employee is given to the Heads of Department and the General Manager, Assistant General Managers and Restaurant General Managers.

Witnesses

Employees will have the right to be accompanied by a work colleague of their choice or Trade union Representative at any stage of the Disciplinary Procedure. It is normal practice for a disciplining Manager to also have another member of staff present.

Liability to Disciplinary Action

The following are examples of conduct, which would lead to action other than Summary Dismissal for Gross Misconduct under the Disciplinary Procedure.

- Unsatisfactory attendance
- Unsatisfactory performance
- Unsatisfactory appearance or behaviour
- Failure to comply with Company rules and regulations
- Failure to execute a reasonable instruction

disciplinary

Suspension

The Company reserves the right to suspend an employee on basic pay for a period whilst his/her conduct is investigated.

Any suspension must be confirmed in writing within 48 hours.

Recorded Oral Warning

In the case of very minor offences, the employee will normally be given a formal verbal warning and calling for an improvement within a specified period of time. The Warning will be recorded in writing. One copy of the record will be given to the employee and one will be placed on the employee's personnel record at Head Office. Subject to satisfactory improvement in the employee's performance, the record will be disregarded for disciplinary purposes after six months.

First Written Warning

In the case of more serious offences, or if the required improvement does not occur following a verbal warning, or if there is a further breach of discipline (either of the same or of a different nature) within the specified period of time, a written warning will be issued.

A copy of the written warning will be placed on the employee's personnel file for 9 months, after which time it will be disregarded for disciplinary purposes subject to conduct and performance being satisfactory.

Final Written Warning

Where no improvement is seen, or if further misconduct occurs whilst a First Written Warning is in force, the Manager may issue a Final Written Warning.

One copy of the warning will be given to the employee and one will be placed on the employee's personnel record at Head Office.

A copy of the Final Written Warning will be placed on the employee's personnel file for 12 months, after which time it will be disregarded for disciplinary purposes subject to conduct and performance being satisfactory.

Dismissal

If conduct or performance is still unsatisfactory, or if a sufficiently serious act is committed, but which is not regarded as gross misconduct, dismissal with pay in lieu of notice will normally result.

Summary Dismissal for Gross Misconduct

An employee will be dismissed without notice, or pay in lieu of notice for gross or serious misconduct. The following list specifies offences that could, following a full investigation, result in summary dismissal. This is by no means an exhaustive list and offences not included in it of similar gravity will have the same consequences.

- Abuse of the staff discount scheme.
- Refusal to carry out a reasonable instruction or insubordination.
- Fighting, provoking or instigating a fight whilst on the premises of the Company or employed on the business of the Company.
- Disruptive behaviour, violence or serious verbal abuse to any person whilst on the business of the Company or on the premises of the Company.
- Theft from the Company or from other employees, customers, etc.
- Retention of any gift or inducement from any supplier unless previously authorised by a Director.
- Malicious damage to, or wilful neglect of, the property of the Company or another employee or involvement in such damage or neglect.
- Intoxication through misuse of alcohol or other substance, the supply or offer to supply such substances to other employees or encouragement of other employees to abuse such substances.
- Possession of any illegal substance whilst on the business of the Company.
- Falsification of records or false statements.
- Breach of health, safety, security or hygiene rules of the Company or behaviour leading to any infringement of statutory responsibilities.
- Harassment of another employee, customer or supplier.

Appeals Procedure

Employees are entitled to appeal against any warning issued to them by lodging an appeal in writing, this must be within five working days from receipt of the warning/dismissal and should clearly state the grounds on which the appeal is based. There will be only one appeal stage and a colleague may accompany the employee. All appeals should be addressed to the next level of Management than that who originally issued the warning.

Internet and Social Networking

We recognise and accept that employees may keep personal blogs on the Internet and that Internet social networking sites, such as Facebook and Twitter, are a useful way of interacting socially and engaging with customers, colleagues and friends. While we do not wish to discourage employees from accessing such sites on the Internet, we expect certain standards of conduct to be observed to protect both the legitimate business interests of the business and our employees from the dangers of inappropriate use. This policy applies both inside and, in certain circumstances, outside the workplace. Anyone found posting derogatory comments or anything which may harm the business in any way will be liable to disciplinary action.

I) Grievance Procedure

The aim of the Grievance Procedure is to ensure that any employee who feels that he/she has a grievance relating to their employment should be able to speedily and satisfactorily resolve that grievance.

Notification of Grievance

If any employee has a grievance relating to their employment he/she should first raise the matter with his or her Line Manager who will try to resolve the matter. If a satisfactory solution cannot be reached within five working days from the date the grievance was raised, the employee should send written notice of his/her grievance to the General Manager, with a copy to the Line Manager. If the matter cannot be resolved it will be referred to the CEO who may nominate another Senior Manager to hear the appeal whose decision is final.

The employee has the right to have a colleague present at all stages of the grievance procedure.

Note: This procedure does not apply to an appeal against disciplinary action or dismissal. For that appeal procedure refer to Section H.

J) Health And Safety Policy Statement

The Company regards the promotion of Health and Safety within its business as an essential, integral part of its activities and responsibilities. This must be a mutual objective for both management and employees.

It is therefore the Company's policy to take all reasonable practicable measures to ensure the safety, health and welfare of all employees.

These measures are aimed at protecting everyone from foreseeable work hazards and prevent personal injury or damage to property. This will include all customers and visitors to the Company's various premises.

All employees and contractors have a duty under the Health and Safety at Work Act to co-operate with the Company to enable them to fulfil their legal requirements.

K) Maternity Provisions

Maternity leave and pay entitlements vary according to length of service. A medical certificate form MATB1, confirming the date of confinement, should be given to the HR Manager, from whom full guidance on all matters concerning maternity will be provided.

L) Parental Leave Regulations

Parental Leave is unpaid. It applies to employees who have a baby or adopt a child on or after 1st December 1999 and who have completed one year's qualifying service with the company by the time they want to take the leave. Both Mothers and Fathers have the entitlement. The total amount of leave for each parent is 18 weeks which must be taken by the child's 18th birthday (In the case of adoption it can be taken from the date of adoption up until the child's 18th birthday). Leave must be taken in blocks, or multiples, of one week. (Except for parents of disabled children who may take time in individual days).

A maximum of 4 weeks is allowed in any one year for each individual child.

A minimum of 21 days' notice must be given.

The company can postpone the leave for up to six months where the business would be particularly disrupted if the leave were taken when requested.

Leave cannot be postponed where future parents give three weeks' notice or more to take it immediately after the child is born / adopted.

Statutory Paternity Leave

Any eligible employee is entitled to take either one or two consecutive week's paternity leave in respect of a child born or expected to be born on or after 6th April 2003, if he is the child's biological father or the current spouse or partner of the child's mother. To qualify for paternity leave you must have been continuously employed by Haskins for a period in excess of 26 weeks.

For the current regulations, how to apply for Paternity leave and up to date paternity pay information, please contact the HR Line at Head Office Services.

Company Paternity Leave

Following 26 weeks continuous employment, you will be entitled to take 3 days paid leave following the birth of the child, if you are the biological father, current spouse or partner of the child's mother.

Shared Parental Leave

Eligible employees can opt to take Shared Parental Leave (SPL) when they (or their partner) has ended, or given notice to end, Statutory Maternity or Adoption Leave. SPL applies to babies due to be born on or after 5 April 2015.

The leave can be split in a 'continuous' way. This would mean that one partner would take a period of leave, and then the other partner would take the remainder of the leave. Alternatively, the leave can be 'discontinuous'. This would mean that one partner takes some leave, then the other, and then the first partner takes some more leave, etc. It could also mean that the two partners take some leave at the same time.

The leave taken by the two partners when added together must not total more than 52 weeks. Leave must be taken in minimum units of one week.

An employee returning from a total of more than 26 weeks of SPL has the right to return to their old job or, if this is not possible, to a job of the same status and with the same terms and conditions of employment as their old job.

M) Equal Opportunities Policy

Haskins Garden Centres Limited is committed to equal opportunities and aims to create a working environment free from discrimination.

Our policy is to:

- Select, recruit, develop and promote the best people basing our judgement solely on suitability for the job.
- Ensure that all applicants and employees receive fair and equal treatment irrespective of age, sex, marital status, religion, colour, race, ethnic origin or disability.
- Encourage diversity in our workforce reflecting, where practical, the profile of the local working population.
- Ensure our employment conditions and job requirements reflect our commitment to equal opportunities.

Disciplinary action will be taken against any employee found to be unlawfully discriminating towards prospective or fellow employees, customers or suppliers.

N) Harassment Policy

Harassment is defined as any behaviour or advance that the victim feels to be unpleasant, threatening or unwanted. Typical behaviour may include verbal and physical abuse, offensive language and actions, or fear for the personal safety of the individual.

Haskins believes that every employee has the right to be treated with respect and dignity at all times. Harassment at work or work related activities will not be tolerated.

Harassment on the grounds of sex, race or disability may be regarded as a form of discrimination under relevant legislation and therefore unlawful.

All Managers and employees are required to comply with this policy. The Company will consider seriously and investigate fully reported incidents of harassment.

Discrimination on these grounds will be viewed as serious misconduct and the appropriate disciplinary action will be taken.

Where possible, an employee who believes that they have been the subject of harassment should tell the person responsible that they find their behaviour offensive and tell them to stop. If they are unable to do this or the harassment continues they should complain to their Line Manager or the General Manager. If this is not possible the complaint should be made to the HR Manager, who will nominate a further individual if required, or who will complete an investigation and report back to the employee concerned within 10 days.

Where an employee feels unable to talk to someone directly about any concerns they have they should call the "Haskins Speak Up Line" on 01202 596069 and leave a message which will be dealt with by a senior manager in Head Office.

O) Cash Handling Procedures

Employees who are required to handle money in the course of their duties must do so strictly in accordance with the procedures laid down by the Company. Contravention of these procedures could lead to dismissal.

Customer Discounts

It is not our Company policy to offer discounts to our customers or for our staff to negotiate with them. You have no authority to do so unless the Line Manager/Duty Manager or General Manager gives specific instructions to you.

Staff Discount Policy

All staff are entitled to take advantage of the Company's Staff Discount Scheme, following a qualifying period. Each employee will be issued with a discount card, which may only be used for their own purchases in both the garden centre and the restaurant.

Staff discount is not available on all merchandise, e.g. food, confectionery, some marked down goods, gift vouchers, etc. (If in doubt check with your Line Manager or Duty Manager).

The scheme is to be used responsibly by staff and for purchases for their own use, including the purchase of gifts for others. Staff discount cards must be presented at the time of purchase, and all goods paid for at the till before they are taken off the premises. Receipts must be retained and the correct procedures followed. Staff purchases can only be made at the end of a working day or during lunch breaks

Merchandise must be taken out of the Garden Centre through the customer / staff exit doors only. Under no circumstances should any of the Company's stock be taken into the Staff Room.

The General Manager or Duty Manager has the right to refuse Staff Discount to any member of staff or suspend the use of the discount card.

The Company reserves the right to cancel or amend the Staff Discount Scheme without notice. Abuse of the Staff Discount Scheme will be regarded as gross misconduct.

Dealing With Money

It is a strict rule that any money, i.e. cash, gift vouchers, credit cards, cheques, etc. accepted from customers as payment for goods must be rung up and placed in the tills immediately upon acceptance. A receipt must be given to the customer for every purchase made. Failure to comply with this rule is conducive to fraud and will be regarded as gross misconduct, which may result in summary dismissal and prosecution.

Serving Relations and Friends

You must not serve relatives and friends at checkouts as mistakes will inevitably cause embarrassment and possible suspicion of dishonesty. Failure to comply with this rule could lead to disciplinary action being taken.

P) Intoxicating Drink Or Drugs

Employees are not permitted to bring intoxicating drink or drugs (other than medically prescribed substances) on to Company premises.

Staff are not permitted to consume alcohol in any of the following circumstances:

- During normal working hours, including lunch breaks.
- At any other times when they may be returning to their place of work.
- When as part of their employment they come into contact with the Company's customers.
- When intending to drive a Company vehicle or any other vehicle whilst on Company business.

Employees found to be or believed to be in breach of this rule or unfit for work through drink or drugs will be summarily dismissed.

In the interests of safety, no person found to be in an intoxicated or drug induced state will be allowed on the Company's premises. If an individual is found to be on the premises in such a condition this should be notified immediately to the General or Duty Manager in order that they do not endanger themselves or others.

Q) Smoking

Whilst at work you may only smoke in the designated smoking areas. This includes the use of E-cigarettes and Vapourisours. In all other places smoking is prohibited and failure to follow this procedure will result in disciplinary action. When using the designated areas you must ensure that all cigarettes and matches are extinguished after us.

R) Company 'Own Vehicle' Policy

As part of our overall health and safety policy, Haskins Garden Centres, is committed to reducing the risks which our staff face and create when driving for business purposes.

We ask all our staff to adhere closely to this policy.

Staff driving for work in their own vehicle must ensure that it always complies with the law, is in a safe and roadworthy condition and is suitable for its purpose. Persistent failure to comply with the policy will be regarded as a serious disciplinary matter.

Senior Managers must:

- Lead by example, both by ensuring that their own vehicle is always in a safe condition and by not tolerating poor driving practice among colleagues.

Line Managers must ensure:

- Lead by personal example.
- Staff understand their responsibilities to ensure their vehicles are legal, safe and well maintained.
- Staff receive appropriate advice to ensure their vehicles are safe.
- Periodic checks of vehicle documents are conducted to monitor compliance of staff that use their own vehicle for work.
- Periodic visual inspections are conducted of staff's own vehicles that are used for business travel.
- Work related road safety is included in team briefings.
- They challenge unsafe attitudes and behaviours and encourage staff to take care of their vehicles.

Employees Who Drive Their Own Vehicle For Business Reasons must:

- Ensure that it meets minimum safety specifications.
- Ensure it is taxed and has a valid MOT if applicable.
- Ensure their motor insurance policy includes business use cover for the amount and type of business mileage they undertake.
- Ensure that the vehicle is serviced according to the manufacturer's specifications.
- Supply copies of relevant documentation as requested by Head Office Services.
- Ensure the vehicle is not used inappropriately.
- Report road safety problems, including accidents, incidents, fixed penalty notices, summons and convictions for any offence, including vehicle defects to their line manager.
- Co-operate with monitoring, reporting and investigation procedures.
- Not carry loads for which the vehicle is unsuited.
- Only carry the number of passengers for whom there are seatbelts.

Employees Who Drive Their Own Vehicle For Business Reasons must:

- Not drive whilst under the influence of alcohol, drugs or other related substances.
- Make their line manager aware of any medical condition or have the need to take medication which may affect their ability to drive, or affect the length of time they can drive.

Mobile Phones

You must not, at any time, whilst driving a company vehicle or any vehicle whilst on company business, use a hand held mobile phone. This applies to all calls whether private or for business purposes. Anyone found in breach of this rule will be regarded as committing a serious offence and will be subject to the Company's disciplinary procedures.

The Journey And Rest Breaks

Driving is part of the working day, and very long days must be avoided, particularly during the winter. Overnight stops should be considered in these circumstances.

Breaks should be taken in the journey before the driver begins to feel fatigued. As a minimum, a 15 minute rest break every 2.5 hours is recommended. Consideration should be given to expected weather conditions, for example, if, on the day of travel there is thick fog, icy conditions or heavy snow the journey should be postponed or cancelled.

SECTION 3 – GENERAL INFORMATION

S) Company's Operations

The Company operates retail units as Garden Centres at:

- Ferndown, Dorset
- West End, Southampton
- Roundstone, Sussex
- Copthorne, West Sussex.

The Head Office Services are located at Longham, Ferndown, Dorset BH22 9DJ.

This Staff Handbook applies to these and any future sites it may operate.

The Garden Centres open throughout the year, seven days per week, with few exceptions i.e. Easter Sunday, Christmas Day.

T) General Manager

Each Garden Centre has a General Manager who has full responsibility for the day to day running of that Centre. In his or her absence there will always be a Duty Manager appointed to deputise for the General Manager.

U) Staff Development And Training

The Company recognises that training is fundamental to its continuing efficiency and viability and that responsibility for training lies with all Senior Managers and the Line Managers in their respective sections.

Our policy is to provide training at all levels to increase the efficiency of the organisation and to create job satisfaction and good career prospects for all our staff.

Our objective is to achieve this by improving working skills and developing individual capabilities to the fullest extent.

Training will be aimed at helping you to perform your job effectively and to give you the opportunity to advance to jobs carrying greater responsibilities.

All permanent members of staff will be given a Development Review on an annual basis, when their progress will be discussed with their immediate Manager. At the same time, an assessment of training and development requirements will be discussed.

V) Customer Relations

Wherever you are working, please remember the importance of the customer. A satisfied customer means a regular customer and is one of the most valuable forms of promoting the Company on which our success depends.

The Company expects you to do everything you can to ensure that we always give a high level of service that includes being pleasant, cheerful and courteous when dealing with customers.

general

W) Expenses

You may be entitled to claim a refund of expenses which you have incurred in the course of business. Expenses should be approved by your Line / General Manager before they are incurred.

X) Communication

Notice Boards

The Notice Boards carry Company information, legal requirements, Company social activities, HR Policies, Health and Safety notices and any other information which you may need to be aware of. It is your responsibility to read all notices posted.

Ignorance of any notice will not be a valid reason for non-compliance with the contents of any notice displayed. We consider it a serious offence to deface or remove any notice posted.

Because of the limitations of space, we prefer to limit notices to those relevant to the Company and its business. Personal notices or advertisements are not encouraged and any individual wishing to display a notice should seek the permission of the General Manager.

Telephones

The Company telephones should not be used for private purposes for incoming or outgoing calls, except in emergency. Staff needing to make a local, private phone call, must obtain the permission of the General Manager or Duty Manager.

Telephone calls may be monitored at any time, to enable us to monitor our Customer Service.

Y) Staff Facilities

Vehicle's

Business Use of Private Vehicles

A mileage allowance is paid when using your car on company business. The rate is set to cover all running costs for the business mileage, the additional insurance costs and to make a contribution towards standing costs.

Permission must be gained from the General Manager or the Duty Manager before any private vehicle is used on Company Business. It is your responsibility to ensure that your vehicle is safe and that your insurance includes cover for business use.

In the event of an accident, the Company can accept no responsibility.

Car Parking

All company employees are permitted to use the car parking facilities designated for staff use, on a first come basis. All employees using this facility must have consideration for others by parking their vehicles sensibly in order to achieve economy of space.

Staff parking their vehicles in customer parking areas will have the facility of on-site parking withdrawn.

The Company does not accept any liability for vehicles parked on the premises.

Restaurant

Staff may use the Restaurant in accordance with the site rules relating to that Centre.

References

The Company will provide a reference for all employees who have worked for the Company. All requests for a reference should be made, or passed to, HR Line.

'Open' (i.e. 'to whom it may concern') references will not be issued in any circumstances, with the exception of an employee who is leaving to live/work abroad.

Queries and Income Tax

It is in your interest to check your salary payment when received. If there are any queries with regard to the salary paid they should be raised with your Line Manager immediately.

The relevant Tax Office for each Garden Centre is:

Ferndown & West End

HM REVENUE AND CUSTOMS
Pay As You Earn
PO Box 4000
Cardiff
CF14 8HR
Ref: 049/H1699
Tel: 0300 200 3300

Snowhill

HM REVENUE AND CUSTOMS
Pay As You Earn
PO Box 1000
Newcastle upon Tyne
NE98 1WY
Ref: 875/Y252201
Tel: 0300 200 3300

Roundstone

HM REVENUE AND CUSTOMS
Pay As You Earn
PO Box 1000
Newcastle upon Tyne
NE98 1WY
Ref: 334/R629
Tel: 0300 200 3300

Please ensure you have your National Insurance Number to hand when calling HMRC.