

To:

From: Elliott Brothers (London) Ltd
Airport Works
Rochester
Kent

CONDITIONS OF SERVICE - MONTHLY PAID EMPLOYEES - 37½ HOURS

PURSUANT To Section 4 of the Contracts of Employment Act, 1972 (as amended) the Trade Union and Labour Relations Act 1974 and the Employment Protection Act 1975.

1. DATE OF COMMENCEMENT OF EMPLOYMENT

Your employment with the Company commenced on 19.... (this date shall take account of continuity of employment).

2. JOB TITLE

You will be employed as
You will be notified of any subsequent title change.

3. TERMS

The appointment is on a four weekly basis, and is subject to satisfactory references.

4. SALARY

Your salary is paid monthly in arrears and in accordance with the Company's Accounting Periods. Your salary is expressed as an annual rate and may be checked by you at any time by referring to a Personnel Officer.

5. PAYMENT OF SALARIES

Salaries are paid only by credit transfer to a Bank.

6. HOURS OF WORK

- (a) You are expected to be at work from 8.30 am to 12.30 pm and from 1.30 pm to 5.00 pm Monday to Friday inclusive. These are your minimum working hours.
- (b) Hours worked over and above the basic minimum will not qualify for overtime payment except where specifically authorised in advance.

7. HOLIDAYS AND HOLIDAY PAY

- (a) You are entitled to the following:

<u>Length of Service</u>	<u>Entitlement</u>
Less than 1 years service	Dependent upon date of start
After 1 years service	25 days

Entitlement for employees with less than 1 years continuous service is as follows:

- (i) Employees joining the Company in January are entitled to 20 days holiday.

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- (ii) Employees joining between 1 February and 30 June are entitled to 13 days holiday.
- (iii) Employees joining after 30 June are entitled to no holidays in that year, other than public holidays.

PLEASE NOTE

- (i) Management reserve the right to allocate three days of annual holiday in every year.
- (ii) The dates of holiday must be with the agreement of the employee's Departmental Manager. At least two weeks must be taken as a continuous period.
- (iii) Annual holiday entitlement may be taken at any time within the period January 1st to December 31st. Any entitlement not taken cannot be carried forward or paid in lieu.
- (iv) You are also entitled to take the following public holidays with full pay. Payments in lieu will not be made.

New Years Day
Good Friday
Easter Monday
May Day
Spring Bank Holiday
Late Summer Bank Holiday
Christmas Day
Boxing Day

(b) Calculation of Holiday Pay

(i) 1 Full week of holiday = $\frac{7}{365}$ x Annual Salary

(c) Accrued Holiday Pay

After one years service you are entitled to accrued holiday pay on termination of your employment. It will be calculated as follows:-

If you leave in January you will receive no payment at all.

If you leave in February you will receive 1/3 of your Annual Entitlement.

If you leave in March you will receive 1/2 of your Annual Entitlement.

If you leave in April you will receive 2/3 of your Annual Entitlement.

If you leave in May you will receive 5/6 of your Annual Entitlement.

If you leave in June you will receive Full Holiday Entitlement.

8. PAYMENT DURING SICKNESS

Payment during sickness is made in accordance with the following scale:-

<u>Length of Service</u>	<u>Payments Per Twelve Months Period</u>
Under 3 Months	No Payment
Over 3 Months and under 2 years	16 weeks at full pay
Over 2 years and under 5 years	26 weeks at full pay
Over 5 years and under 10 years	36 weeks at full pay
Over 10 years	52 weeks at full pay

PLEASE NOTE

- (i) A Bank Holiday which falls within a period of sickness will not be counted against the total period of entitlement.
- (ii) The first week of sickness (5 consecutive days) will be free from deductions in respect of National Insurance Benefits. Thereafter an amount equivalent to the current appropriate Ministry of Social Security Benefits, together with the full amount of Earnings Related Supplement, will be deducted.
- (iii) The first week of sickness will be taken into account in assessing the total amount of sickness pay liable in any twelve month period.
- (iv) At the commencement of absence, the duration of salary will be established by deducting from the appropriate figure indicated above, the period of paid sickness absence which has occurred in the immediately preceding 12 months. For the purpose of these calculations one week will be taken as being equal to five working days.
- (v) After sick pay has been exhausted in any twelve month period, it is necessary to requalify for sickness payment by returning to work for a minimum period of 13 weeks.

9. ABSENCE

- (a) If you other than through sickness, are absent from work without permission from your Manager you will be liable to have one day's pay deducted in respect of each day's absence.
- (b) In case of sickness, where payment for absence is required, a Personnel Officer must be notified on the first day of absence. If sickness exceeds 2 days, a medical certificate issued by a Doctor must be received by the Personnel Department on the morning of the third day to cover this, and the preceding 2 days of absence. Unless this certificate states that you will become fit to resume work on a specified date, further certificates issued by the Doctor must be supplied, as and when the preceding certificates expire. Where you are absent on Friday of one week and Monday of the following week, these two days are regarded as consecutive working days.

On returning to work after absence due to medical reasons you must report to the Personnel Department, before commencing work. If the absence is in excess of two days a 'fit to resume' certificate must be produced at that time.

On returning to work after absence due to any cause you must report to your immediate Supervisor and give reasons for your absence.

10. PENSION

The Company operates a pension scheme, details of which are set out in the booklet 'The GEC Plan' which is obtainable from the Personnel Department. This scheme operates in partnership with the State pension scheme. The Company has opted to contract into the Government pension scheme.

11. PATENTS

Under the provisions of the Patents Act, 1977 any invention made by an employee in the course of employment is taken to belong to the employer.

12. UNION MEMBERSHIP

Under the provisions of Section 53 of the Employment Protection Act 1975, you are entitled to become a member of an appropriate Trade Union.

13. GRIEVANCE PROCEDURE

In order to further improve the relationships which at present exist between the Company and its employees, the Company wish each employee to be fully aware that a procedure is available for raising any grievances. Rules are set out in the procedure with the intention of covering important points but it is envisaged that the use of the rules will enable discussions to take place in the correct manner and atmosphere.

- (1) Any employee with a grievance should request a meeting with their immediate Supervisor/Manager.
- (2) Should agreement not be reached at the meeting between the employee and their immediate Supervisor/Manager the employee may request a meeting with the next most senior Manager. This meeting should take place within five working days of the original request.
- (3) Providing a grievance still exists after Stage 2 the Senior Manager will arrange a meeting within five working days in the Personnel Department between himself, the employee concerned and a member of the Personnel Department. A discussion will take place with an aim to resolving the problem in a satisfactory manner.
 - (a) Where an employee is directly responsible to a Senior Manager Item (1) will not apply.
 - (b) An employee may choose after exhausting Stage 2 to place the matter in the hands of their Trade Union Representative who will then deal with the matter, in line with the agreement between the Company and the appropriate Trade Union.

14. NOTICE

After 4 weeks employment, 4 weeks notice of termination of employment will be given. After 4 years continuous employment, 1 weeks notice will be added, for every year worked, up to a maximum of 12 weeks notice after 12 years employment.

This may be given at any time and need not coincide with the Company's operating periods.

After 4 weeks employment with the Company, you must give not less than 4 weeks notice if you wish to terminate your employment with this Company.

This statement does not in itself, constitute a contract.

1. These rules apply to all Company Employees.

Such employees are given a copy of the Rules and it is their duty to read them and to comply with their requirements. Alleged ignorance of any provision in these rules will not be accepted as an excuse for non-compliance, and acceptance of employment with the Company connotes acceptance of these rules.

2. WORKING HOURS

The Company reserves the right to re-arrange working hours in order to suit special conditions. Due notice will be given of such rearrangements.

3. SALARY DEDUCTIONS

Compulsory

- (1) Amount to cover National Insurance, as applicable
- (2) Income Tax deductions, as laid down by the Inland Revenue Authorities.

Voluntary

- (1) National Savings
- (2) Any other scheme that may be adopted by wish of employees and with the management's consent.
- (3) Contributions from eligible staff to the Company Pension and Life Assurance Scheme.

4. ENTERING AND LEAVING WORKS

Only the recognised entrance and exits may be used at any time. The Company requires all employees to enter and leave its premises in an orderly manner. No employee must leave his/her place of work without the permission of his/her immediate supervisor.

5. EMPLOYEES' MOTOR VEHICLES, MOTOR CYCLES AND CYCLES

All motor vehicles, cycles and motor cycles belonging to employees must be parked or stacked in the parking places provided on the Company's premises. All vehicles and cycles parked or stacked entirely at owner's risk and the Company accepts no liability in respect of damage to, or loss of, such vehicles or cycles.

6. LOSS OF EMPLOYEES PROPERTY

Cloakroom/lockers are provided and must be used for clothing not worn at work. The Company does not accept any liability for any loss of, or damage to, employees property brought on to the Company's premises. Any employee finding property should deposit it immediately with the Personnel Department.

7. LOSS OF TOOLS ETC. THE PROPERTY OF THE COMPANY ENTRUSTED TO EMPLOYEES

Any employees losing, or failing satisfactorily to account for any tools etc. loaned to him/her by the Company will be liable to disciplinary action.

8. PROPERTY TAKEN OUT OF THE WORKS

No materials, tools or other property may be taken out of the Works by an employee, without first having obtained a voucher signed by his/her Departmental Head.

9. WORKS NOTICES

Notices to employees will be posted on Works' Notice Boards, and ignorance of them will not be accepted as an excuse for non-observance.

10. CONFIDENTIALITY OF INFORMATION

Employees shall not directly or indirectly disclose or use at any time during their employment with the Company, or subsequently, any knowledge or information relating to the Company's business which is of a secret or confidential nature without first obtaining the Company's written consent.

11. GENERAL RULES

- (a) The Management will not give written references.
- (b) The collection of money or the holding of raffles and sweepstakes without the permission of the Management is prohibited.
- (c) Gambling or betting on the Company's premises is prohibited.
- (d) Cycles or motor cycles may not be ridden on the Company's premises.
- (e) Private telephone calls are not permitted, but urgent messages will be taken by the Personnel Department and delivered if practicable to do so.
- (f) Meetings must not be held on works premises without permission of the Management.
- (g) No employee may affix any notice in any part of the Works (except such places as may be authorised) or distribute literature, without first obtaining permission from a Personnel Officer.
- (h) Employees must not do any type of unauthorised work on the Company's premises.
- (j) The bringing of intoxicating liquors into the Works is strictly forbidden and any employee found intoxicated on the premises is liable to summary dismissal.
- (k) The Company reserves the right to search any employee leaving the Company's premises and any vehicle in or on which he/she may be riding, and any parcels or property that he/she may have with him/her. The search will be, if requested by the employee concerned, conducted in the presence of a third person.
- (l) Leaving a job for unauthorised reason, visiting any shop or department other than that to which an employee is attached, is strictly forbidden unless permission is obtained from the Foreman or Department Head to whom the employee is responsible.

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- (m) Employees during their service with the Company must not work for any other employer without first obtaining written permission to do so from a Personnel Officer.
- (n) If the Company so requires, the employee must be prepared to submit himself/herself for a medical examination by the Company's Medical Advisers before entering or during the Company's service.

12. PREVENTION OF ACCIDENTS

Every employee while at work is required to take reasonable care for the health and safety, not only of himself/herself, but also of other persons who may be affected by his/her acts or omissions at work.

All employees are required to co-operate with each other to ensure that this duty is complied with.

13. ALTERATION OF RULES

These rules may be altered by the Company as the occasion requires and the terms of any proposed alteration will be duly posted on the Official Notice Boards. All employees continuing in the Company's employment after particulars of any proposed alteration has been posted, and the requisite notice has expired will be deemed to have contracted with the Company on the terms of such alteration and to have acquiesced therein and will be bound thereby.

14. TIMEKEEPING

Employees who are provided with numbered clock cards are required to stamp them in the clocks provided:-

- (a) At commencement of work daily.
- (b) On resuming work after lunch, such clocking not to be more than 15 minutes before time for resumption of work.
- (c) The finish of work daily.
- (d) On leaving work at any time other than normal finishing time and on returning after being given written authority to leave.
- (e) The Company does not guarantee to pay for unrecorded time.

ANY EMPLOYEE WHO RECORDS ANOTHER EMPLOYEE'S TIME OR ANY EMPLOYEE WHO HAS TIME RECORDED BY ANOTHER OR ANY EMPLOYEE WHO ALTERS THE TIME RECORDED BY THE CLOCK IS LIABLE TO BOTH INSTANT DISMISSAL AND PROSECUTION.

15. BREACH OF RULES

Any breach of these rules or any misconduct not specifically mentioned herein, may be dealt with by dismissal, or any other disciplinary action.

ELLIOTT BROTHERS (LONDON) LIMITED

5-07 DISCIPLINARY CODE

Rochester Establishment

To ensure fair treatment to employees who are liable to disciplinary action because of failure to meet the Company's standards with regard to conduct, attendance and job performance, the following system must be used,

1. Informal Warning

The normal action in the first instance in a failure to meet standards is an informal warning from the employee's Supervisor.

2. Formal Warning

A repetition or a similar failure to meet standards will justify a formal warning from the Supervisor.

At this stage the employee has the right to have present his appropriate Trade Union Representative. A record of the warning will be sent to the Personnel Department, the Departmental Manager and a copy given to the employee and when involved the Trade Union Representative.

3. Further Disciplinary Action

An employee who after receiving his formal warning still does not meet the required standard will be given a final warning by his Supervisor in the Personnel Department in the presence of a Personnel Officer. The appropriate Trade Union Representative may be present if the employee desires. The Personnel Officer will be responsible for making the employee aware of what will happen if he still fails to reach the prescribed standard. A written record of such a final warning will be made and a copy sent to the Divisional Manager, the employee concerned and the Trade Union Representative. An employee will be liable to dismissal after receiving due notice if he still fails to reach the prescribed standard.

The procedure will not be applied for the following offences since the serious nature of the offence means that the employee is eligible for summary dismissal if the offence is established.

- (1) Any employee who records another employee's time or any employee who has time recorded by another employee or any unauthorised employee who alters time recorded by the clock is liable to instant dismissal.
- (2) Striking a Company employee.
- (3) Fighting on the Company premises.
- (4) Gambling or Betting on the Company premises
- (5) Carrying out unauthorised work on the Company premises.
- (6) Larceny or being found in unauthorised possession of Company property or a fellow employee's property.
- (7) Any other serious breach of the Works Rules.

All employees dismissed for these reasons will be given a letter by the Personnel Department showing clearly the reasons for dismissal and the date from which the dismissal is effective.

All employees who have been dismissed have the right to appeal to the Personnel Manager or the Manager Personnel Services, if they consider that they have been unfairly treated.