


Appendix A - Disciplinary & Grievance Procedures		
SSSI Form 119, EMPLOYMENT AGREEMENT (EXPAT)	Revision 00	

Due to the security nature of the services provided by **the Company**, it is in the interests of **the Company's** clients as a whole that both a very strict code of discipline and a high standard of qualification for Agreement are maintained.

Disciplinary procedures must therefore distinguish between matters relating to screening and integrity – known as “screening issues” and matters of discipline known as “Industrial issues”. The following extracts from SSSI 01.02.02 - Disciplinary Code, are relevant.

### Section 1 – Screening Issues

The engagement of all new employees is on the strict understanding that their Agreement is subject to the company receiving satisfactory references. **The Company** may terminate the services of any employee on screening grounds. **The Company** will provide the individual for the reason for the termination but there is no obligation on the part of **the Company** to particularize those grounds or to disclose the source or the nature of any confidential information.

Employees terminated on the grounds of screening are not entitled to written reasons for the termination. Authority for terminating the services of a new employee will rest with the Local Director. The actual termination may be carried out by the Local Director or equivalent.

In the event that an employee becomes a security risk, **the Company**, having taken into account all the circumstances, may terminate that employee's Agreement on screening grounds, i.e. that the continuation of the Agreement would pose a threat to the security of **the Company** and its other employees. Where it is felt that such a case has arisen, the file and any other relevant reports shall be forwarded to the Managing Director for review.


The employee shall be interviewed by a senior manager and informed of the alleged security breach. He shall be given ample opportunity to state his case and any explanation offered must be investigated and receive proper consideration. The employee must be informed of this right to appeal.

### Section 2 – Industrial Issues

In the first instance, in those circumstances where the breach of **the Company's** standards or the misconduct is not a serious nature, an informal discussion with the individual's immediate manager will be held where the required areas of improvement will be specified. No record of the discussion is required to be kept.

In more serious cases, the procedure laid down by **the Company** will apply.

Prior to the holding of a disciplinary interview, the employee must be informed of the nature of the interview and of the right to have his representative present. He will be given at least 24 hours notice of the interview. The employee and his representative will be given ample opportunity to properly study any relevant reports which **the Company** may have prepared whilst investigating the case, prior to the commencement of the interview.

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Employees are not entitled to have present, any non-Company person such as a personal legal advisor.

Interview which may result in the issue of a warning letter must be conducted by a person of suitable status. It is at the discretion of the Managing Director, dependant on the degree of gravity of the misconduct as to whether the first warning should also be a final warning.

When a situation arises that could result in the Termination of Agreement, the circumstances must in the first instance be reported to the Managing Director.

The employee who has had a penalty imposed must be made fully aware of his rights of appeal and the method and time-scale of lodging an appeal.

### **Section 3 – Disciplinary Procedure and Offences**


(a) Should it be necessary for any disciplinary action to be taken against a particular employee, the following procedure will normally apply unless circumstances dictate otherwise:

- (i) A verbal warning will be given by the employee's immediate line manager. This warning will be recorded in the employee's confidential file.
  - (ii) If it should become necessary to take further disciplinary Measures against the employee a written warning will be given by the employee's line manager.
  - (iii) If another offence occurs a final written warning will be given, And dismissal will follow, if further measures are thought Necessary.
- (b)
- (i) the Company reserves the right to summarily dismiss an employee without notice and without pay for very serious cases of misconduct or breaches of agreement
  - (ii) if an investigation into the circumstances of misconduct or breach of agreement is felt necessary, management may decide to suspend the employee, with pay, whilst an impartial investigation is carried out.

(c) Verbal warnings are removed from an employee's file following six months satisfactory service.

(d) Written warnings will be removed from an employee's file following twelve months satisfactory service.

(e) All employees have the right of recourse to a Senior Executive Member or Director if they feel they have been unfairly treated.

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(f) All employees have the right to be accompanied by a friend or colleague at any stage of the disciplinary or grievance procedure.


### Offences

It is clear that in this class of work any neglect of duty which is proved against a **Company's** employee must be regarded as serious. In the connection you are reminded of the offences contained below. A breach of discipline connected with these regulations may lead to immediate suspension from duty pending inquiries or instant dismissal.

Serious offences include but are not limited to:

- Acts of violence, including physical or sexual assault; sexual, racial, or religious harassment; sexual, racial, and religious discrimination or victimization; drunkenness and/or taking of non-prescribed drugs in such a way as to impair your ability to carry out your work
- A criminal offence committed at work other than a minor traffic offence committed in the course of the Agreement.
- Theft of property belonging to **the Company**, to another employee or client
- Wilful damage or deliberate misuse of property belonging to **the Company**, another employee, or **the Client**.
- Unauthorised absence from place of work.
- Making untrue statements to **the Company** with intent to deceive. Such statements to include application forms, false references, and statements containing false information about sickness or absence, falsifying accounting records and returns etc.
- Unauthorised use or disclosure to a third party of confidential information or business matters relating to **the Company**, its Customers, temporary or permanent registered persons, obtained as an employee of **the Company**.
- Acceptance of any bribe, gratuity, secret profit, or unauthorized commission.
- Working for or assisting a competitor of **the Company** or seeking to establish a business which is likely to compete with **the Company**.

The above sub-paragraphs are not definitive and are meant only as a guide, and are by way of example – see **the Company** Policy and Procedures and the Contractor/Consultant HR handbook in this regard.

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During this Agreement you will be expected to disclose to **the Company** any incident, which results in a prosecution by the Police or a private prosecution being instituted against you.

Signed.....

Date.....

NAME (IN BLOCK CAPITALS).....

Address.....

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