EMPLOYEE HANDBOOK

dnata Ltd

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INTRODUCTION

FOREWORD

This handbook has been designed to answer questions employees often ask about work rules, benefits, and other practices of dnata Ltd.

The contents of Part One of this Handbook and any subsequent amendment thereto, are the general conditions of employment as set out in your Contract of Employment including the statement of main particulars.

It is the policy of the Company that all possible steps will be taken to ensure the health and safety of all personnel and to prevent damage to Company property. To enable this to be done effectively, all members of staff will be expected to conform to Company safety regulations and to accept and carry out their responsibilities. Please refer to Parts 4 and 5 of this handbook.

If you have any questions or queries after reading this handbook, please speak to your Department Manager.

COMPANY PROFILE

dnata Limited in the UK, was founded in 1987, and is now one of the largest, most respected and successful, fully independent Ground Handling Companies in the UK.

Specialising in Ground and Cargo Handling it operates throughout the UK from its headquarters in the heart of London Heathrow - one of the world's busiest airports.

A combination of modern, well-equipped facilities and dedicated experienced professional staff enable dnata to offer a complete service package tailored to meet each customer's specific needs.

dnata's dedication to quality of service attracts an ever increasing number of leading names to its client list, which already includes many of the top International Airlines.

dnata is an ISO 9002 Quality Accredited Company and Department for Transport (DfT) Approved Listed Agent, and awaiting ISAGO accreditation at the date of this edition.

COMPANY VISION

dnata's vision is to be the world's most admired air services provider.

COMPANY MISSION

dnata will deliver the promises our customers make

COMPANY VALUES

Safety & security

Performance driven

Service excellence

Delighting customers

Imagination

Respect

GETTING STARTED – YOUR FIRST WEEK

INDUCTION

Starting a new job can be daunting. Apart from the challenge of tackling new tasks you need to become accustomed to a new Company, a new environment and new colleagues.

dnata ensures all new employees are given a friendly welcome and a thorough induction to the Company.

The aim of the induction programme is to help people adjust to their new situation as quickly and as easily as possible, so they feel integrated and confident in what they are doing.

YOUR FIRST DAY

You will be required to bring your P45 on your first day (or complete a P46 which will be provided if applicable).

You will have been sent several forms, including a personal details form, in the post with your contract of employment which should be completed and returned with your signed contract prior to your start date.

During your first week, you will be introduced to a member of the Training department who will be involved in your induction programme. On completion of the induction and mandatory training, you will then meet with your Departmental Manager, Supervisors, and colleagues, and be able to familiarise yourself with your new work environment. Where relevant, you will also be issued with a uniform.

TRAINING

You will be required to undertake a training programme, which may take the form of practical tasks working alongside an experienced colleague within your work environment, classroom training, or a combination of both. Your Operational Trainers and Supervisor/Manager will be responsible for monitoring your progress and identifying any training needs.

TERMS AND CONDITIONS

PART ONE

TERMS AND CONDITIONS

The contents of Part One of this Handbook, and any subsequent amendments thereto are the general conditions of employment as set out in your Contract of Employment. If there is ever a conflict between these general terms and conditions and your Contract of Employment, the Contract of Employment will take precedence.

EMPLOYMENT

Employment is based upon the evaluation of the application form together with an interview and other verbal, written or practical examinations as appropriate. Any deliberate falsification of information on the application form may result in dismissal, whenever this is discovered.

PROBATIONARY & TRIAL PERIODS

PROBATIONARY PERIODS

All offers of employment are subject to a six month probationary period (unless otherwise specified in an offer letter), and during this time, notice of termination after one month's service will be one week by either party. After six months service, employees will be required to attend a formal appraisal interview with their Supervisor/Manager when their performance and conduct will be discussed.

All possible help and guidance will be given to the employee so that he/she can reasonably be expected to meet the required standards, and in order to achieve this the probationary period may be extended for a specified period. If their performance and conduct does not meet the required standards then employment will be terminated with one week's notice. After successful completion of the probationary period, including any extension, the notice period will be as outlined in the statement of main terms and conditions of employment.

While the principles of fairness and consistency on which the disciplinary procedure is based will be followed in relation to probationary employees, their employment may be terminated without any formal warnings having been issued.

TRIAL PERIODS

All promotions or changes in job function are subject to a six-month trial period, after which time the employee will be required to attend a formal appraisal interview. If their performance does not meet the required standard the employee will be given additional support/training. If necessary the Trial period will be extended at the discretion of the manager to enable the employee to meet the required standard. If following this, the employee is still unable to achieve the required standard then the capability procedure may be invoked.

REFERENCES

In line with current security regulations, we are required to undertake pre-employment checks. Employment is conditional upon receipt of satisfactory references. Employment cannot normally commence before the 5-year reference checks are completed, and when received if they are considered to be unsatisfactory, this will result in the retraction of the offer of employment or immediate termination of employment. We are required to adhere to the referencing requirements of the Airport Authority and other Government agencies in order that identity passes may be issued to our staff.

If any manager, supervisor or other employee receives a request for an employment reference in respect of a current or former employee (whether in writing or by phone – or indeed by any electronic means), he or she must refer the matter to HR who will then draft a written reference that provides the following information:-

Start and finish dates of employment

Job role undertaken at date of leaving employment

It is not normal Company policy to re-employ staff who have left the Company although there may be exceptional circumstances and the decision to re-employ will be at the absolute discretion of the Vice President for that area of the business in conjunction with the Human Resources Department.

A member of HR will sign and send the reference to the new employer in strict confidence.

CRIMINAL RECORD CHECKS

All employees are required to have a Criminal Record Check (CRC) at basic level before employment, which is then checked regularly during their employment with the Company.

Employment and continuing employment is subject the rules of the local airport authority, whether an airport ID pass is issued or not.

It is the Company's policy that **all** staff employed, where the operational need arises, be able to obtain an Airside Pass for reasons of access to our facilities and airside areas where security is of utmost importance; failure of such a check may result in the termination of employment with the Company.

Anyone who does not disclose a criminal record on their application form or who has an unspent conviction, or subsequently receives a fine or penalty for a criminal offence listed by the relevant local airport authority as disqualifying them from being eligible for an airside pass may be subject to disciplinary or capability action as applicable. These circumstances may result in any offer of employment with the Company being withdrawn or employment with the Company being terminated.

Due to changes in legislation the Company is now required to undertake an overseas CRC if the individual has spent the requisite time abroad.

CLOSED CIRCUIT SURVEILLANCE CAMERAS

Closed circuit surveillance cameras are installed at all Company facilities to monitor and maintain the security of our premises and cargo as required under the security regulations laid down by the DfT/CAA. This system is installed to detect any possible intruders or unauthorised persons on our premises who may be engaged in terrorist, criminal or illegal activities which could affect the safety of our customers, tenants, employees and property.

We are obligated by the Data Protection Act 1998 to inform staff that any information recorded by the surveillance cameras could be regarded as evidence.

This could be used in an investigation and may result in disciplinary action being taken against the employee. Any information arising as a result of these recordings would be made available to the employee in the event of a disciplinary hearing.

IDENTITY PASSES

All staff will be issued with an identity pass(es) and or security fob giving appropriate access to undertake their job function. These passes must be worn whilst on duty, and failure to comply with this requirement will result in disciplinary action being taken.

Staff with a restricted area pass must abide by the security briefing issued with the pass, and failure to do so may result in the identity card being confiscated by the Airport Authority to allow appropriate disciplinary action to be taken by the Company. If an identity pass is withdrawn by the Airport Authority, the staff member's employment will be subject to review with termination of employment being a possible outcome.

The loss of any identity pass must be reported immediately to the Supervisor who will notify the appropriate authorities and departments, including HR in order that a replacement pass may be issued. Full details of loss must be given e.g. date, time, location, circumstance. A charge will be made for the re-issuing of any pass.

If an employee has their pass(es) confiscated or loses their pass preventing them from undertaking their normal duties, the Company will endeavour to accommodate employees however, if no other duties can be provided not requiring a pass, the employee will have effectively stood themselves down without pay.

MEDICALS

All employees are required to undergo a pre-employment medical examination by the Company Doctor / Occupational Health in order to assess their suitability for the job function. The cost of this examination is met by the Company. Anyone who leaves the Company within six months of commencing employment will be required to refund the cost of the pre-employment medical, and as agreed in the contract of employment this will be deducted from the final pay. This requirement also meets the regulations laid down by the Airport Authorities that all staff who are issued with an airside driving permit must undergo a medical examination to assess their suitability to drive airside. All staff who drive airside must have good normal colour vision. Revalidation medicals will be undertaken in line with Airport Authority requirements and / or Company Regulations.

All information or reports relating to any medical conditions or health problems are kept by the Company Doctor / Occupational Health and HR

All Absence Notifications or Medical Certificates are filed securely.

In line with Working Time Regulations 1998 we are also required to offer a free health assessment to any employee who undertakes night work to determine that they are fit to carry out the night work to which they are assigned. This assessment will be included in pre-employment medicals. Existing staff will be offered the opportunity to have a health assessment on a regular basis.

EMPLOYEE CONDUCT

These are the general rules of conduct which all employees are expected to follow. Any breaches of these rules will be dealt with under the Company's Disciplinary Procedure.

1. Press Communication

Only the CEO, Senior Vice Presidents and Vice Presidents are authorised to speak to the media to make statements or offer opinions on behalf of the Company. Any approaches or enquiries made to an employee must be referred immediately to an appropriate person, without comment.

2. Personal Appearance

Employees are allowed a significant degree of personal freedom on their selection of dress unless uniform requirements are established by the Company (see Section below). It is important that good judgement is used when selecting the appropriate attire for specific jobs and, in particular, if you are in contact with the public, it should be consistent with good hygiene, safety and good taste.

3. Company Uniform

For operational reasons the Company does establish dress requirements for particular groups of employees. If you are required to wear a uniform you should always wear it in accordance with the Uniform regulations / standards and keep it clean and in good repair. Please see the staff intranet site for full details of the Company rules in respect of your uniform.

It is part of our commitment to security procedures that our uniform displaying our Company logo is not used to perpetrate criminal or subversive activities.

For security reasons any lost or stolen uniform must be reported to a Supervisor / Manager. Any uniform that is part of a theft outside Company premises e.g. car theft etc. must be included in any police report and a reference number obtained.

4. Care of Company Property

Employees should take all reasonable care with any Company property entrusted to them, including uniforms. Employees should report any loss or damage to Company property to their Manager/Supervisor who in turn will advise our Security Officer as soon as practicably possible.

If any employee transfers to another position within the Company and fails to return Company property which is no longer appropriate for their new position, the Company reserves the right to take disciplinary action and/or recover the value of any items not returned from their salary. This applies to employees who leave the Company, and we reserve the right to deduct an appropriate amount of money to replace the item(s).

5. Housekeeping

It is important that the Company premises present a clean and professional appearance at all times. The Company has frequent visitors, suppliers, and other associates. Each employee is expected to do his/her part to keep the facilities clean and professional in appearance.

6. Hazardous Pursuits

If you are engaged in any potentially hazardous pursuits, including hobbies, sporting activities, or voluntary work (e.g. Special Constabulary or Territorial Army) you should be aware that any sickness absence from work as a result of these activities could prejudice any entitlement to Company sick pay, and in the event of a prolonged absence could result in the termination of your employment by the Company.

7. Confidentiality

Employees should not, during the course of their employment, nor after the end of the employment howsoever caused, divulge any confidential or other information in connection with the affairs of the Company or any of its customer or suppliers to any third party except in the proper course of their duties.

Employees who breach this condition will be deemed to have committed "Gross Misconduct" under the Company's disciplinary procedure, which could result in dismissal.

8. Employment outside the Company

It is a condition of employment that employees should not accept any other employment or be interested in any other business activity, which could be construed as prejudicial in any way to the Company. Any work undertaken outside of normal working hours should be advised to and approved by your Department Manager and HR.

The generally accepted circumstances which could be construed as prejudicial are as follows:

- if you work for another employer or conduct a separate business during your contracted working hours.
- if you are engaged by a third party to work in competition with the Company and there is a real risk of a conflict of interest and/or confidential information being used to the Company's detriment.
- if you are proposing to carry out work which is inherently hazardous and where the risk of injury is high and/or the extra work is likely to cause undue fatigue, stress, etc., which will affect performance with the Company (see also Point 6, Hazardous Pursuits).

9. Company vehicles

Company vehicles are not to be used for private purposes, except with the express permission of a Business Manager or above. Employees who breach this condition will be deemed to have committed 'gross misconduct' under the Company's disciplinary procedure which could result in dismissal.

Whilst driving a Company vehicle any fines resulting from driving offences, fixed penalty or airside infringement will be the responsibility of the driver concerned, and if necessary recovered from salary.

10. Governing Bodies and other organisations

As a Company, we are governed by specialist bodies and organisations. They have certain policies, procedures and instructions which employees must abide by. As an example, this would be the Airport Staff Smoking procedures and Seat Belt Instruction.

The specialist bodies and organisations are mainly (but not limited to) HAL and the dft/CAA.

PLACE OF WORK

The normal place of work is confirmed in the letter of appointment/contract of employment. The Company reserves the right to require employees to work within any of the Company's facilities, or locations. Subject to the provision of adequate training all staff will be required to work in either our airside or landside locations to meet the needs of the operations and be flexible in the handling of baggage and freight, and / or customer service and office functions.

Employees shall be deemed to have agreed to travel both in the UK and abroad in the performance of his/her work, as directed by the Company.

AWAY FROM BASE

There may be times when an employee will be asked to attend training / meetings away from their normal place of work. This is an opportunity for the employee to develop their skills and also share information with their colleagues for future learning. For such instances the employee will not be at detriment and should not incur any costs on behalf of the Company.

If the employee will be travelling abroad, normally all flights and accommodation will be paid for in advance by the Company and all travel plans must be approved prior to travel by the CEO or a Vice President. An allowance will also be provided to the employee to cover costs such as food, taxis and other costs the employee would not have borne if they were working at their home site. The allowance can be obtained from the Accounts department prior to the travel and exchanged into the appropriate country's currency. It is important all receipts are kept and an expense form completed at the end of the assignment and any unused currency also returned to Accounts.

If the employee is travelling within the country and will be using their own car, the standard mileage rate will be paid for this. For the latest mileage rate, please contact the Accounts Department. For flights and accommodation within the home country, the same rules as above apply, whereby the costs will be borne by the Company.

SALARY ADMINISTRATION

Our salary administration policies are aimed at fulfilling the following objectives:

- to attract, retain, motivate and reward the highest calibre personnel, in line with the Company's needs, objectives, and the market in which it operates.
- to pay fair salaries based on the proper relationship between jobs, as well as on the individual's job performance.

Salaries are paid monthly by credit transfer instruction on the last working day of the month (unless informed to the contrary). Please note that if an employee opts for payment to be made to an institution other than a UK Clearing Bank, receipt of salary made into their account will take longer. This payment represents salary for the whole of the calendar month.

If an employee resigns, their final salary payment will be processed when all Company items have been returned.

Salaries for all employees are reviewed regularly, normally on an annual basis, but it should be noted that salary reviews do not automatically result in salary increases and the size of increase may vary between individual employees or groups of employees.

The Company reserves the right to change salary review dates and pay dates at its absolute discretion with adequate notice.

HOURS OF WORK AND ATTENDANCE RECORDS

Hours of work will vary between different groups of employees and different operating units. Your hours of work will be specified in the contract of employment.

All employees will be required to record their attendance at work in line with a recognised recording system in order to meet the requirements of the Working Time Directive 1998.

Where necessary, working hours and shift patterns / rosters may be varied by the Company, either on a temporary or a permanent basis. In such circumstances at least 21 days' notice will be given by the Company, unless a shorter period is agreed locally. The company will provide longer periods of notice if practical.

All employees who receive a paid meal break must seek prior permission from their Supervisor/Manager before leaving the premises.

Overtime committed by the employee should be treated as a rostered shift in terms of sickness reporting and non-attendance, and the following rules apply:

Unless a minimum of 24 hours' notice (except in cases of exceptional circumstances) of cancellation of overtime is given prior to the start of the shift:

- Staff who have failed to attend without notice will be subject to the disciplinary process
- Staff who are unable to attend due to illness will have the hours deducted from their sickness entitlement
- Staff who are unable to attend due to an emergency (If this is a family emergency this may qualify for unpaid time off under the statutory provisions for time off for a family emergency, see Maternity, Paternity and Adoption Leave and Benefit), or other engagement will have the hours deducted from their leave entitlement.

Correspondingly, the Company agrees to honour all overtime once a commitment has been made unless notice of cancellation is given 24 hours' prior to the start of the shift, unless there are exceptional circumstances.

The Company agrees to honour the overtime although this may be at another facility or area should the original requirement not be needed.

With mutual agreement the overtime can be cancelled at no expense to either the member of staff or the Company.

One of the principal provisions of the Working Time Directive which came into force on the 1 October 1998 is a limit on the average weekly working time to 48 hours, although individuals can choose to work longer. Although all full time staff have a basic working week of either 37.5, 40 or 42 hours averaged over a 17-week period, the 48 hour week would limit the amount of overtime that could be worked by an individual.

In order to continue with our current working arrangements individuals automatically 'Opt Out' by signing their contract of employment when they join the Company. The agreement may be terminated by either party to the other giving three month's written notice of intention to be limited to a 48 hour working week, averaged over a 17 week period.

Staff who do not choose to 'Opt Out' will have to be limited to the amount of overtime hours worked.

BASIC HOLIDAY ENTITLEMENT

Holiday entitlement for employees working standard hours based on a 5 day week is as follows (pro rata for part time employment):

Holiday Entitlement		Holiday Entitlement expressed in hours	
		40 Hour Week Contract	42 Hour Week Contract
At commencement of employment	4 weeks	160 Hours	168 Hours
After 3 years' service	4 weeks + 1 Day	168 Hours	176.5 Hours
After 5 years' service	4 weeks + 2 Day	176 Hours	185 Hours
After 7 years' service	4 weeks + 3 Day	184 Hours	193.5 Hours
After 10 years' service	4 weeks + 4 Day	192 Hours	202 Hours

The service incremental holidays are not awarded pro-rata and will be allocated from date of joining following completion of the relevant length of service with the Company.

Holiday entitlement for all employees is converted to hours, and will be their normal working hours fixed by their contract of employment. Please refer to your Manager if you require clarification.

Commencement of Employment

New employees will earn entitlement to paid holiday during their first year of employment on a pro-rata scale, calculated on the number of working days in the holiday year in line with Working Time regulations.

Employees will not normally be granted annual leave during the first three months of employment. However, prior holiday commitments will be honoured on proof of booking and if mentioned at the interview, and providing that the employee is aware any holiday taken in excess of the accrued entitlement will be recoverable should the employee leave the Company.

Holiday Bookings

All holiday requests must be submitted via the system in force at the time and will be limited to a rolling 365 days

ISYS Holiday System

Holiday requests can be made through the ISYS self-service system via the staff intranet, where any request may be granted against normal thresholds and if available an instant approval given. If the request is not approved it will be forwarded to a Manager for review.

Manual Holiday System

The completed holiday form request will be vetted in the first instance for operational approval, and the Manager will log entitlement. The holiday will not be considered as approved until the confirmation is sent to the employee, duly authorised.

Holiday requests will be dealt with on a 'first come first served' basis, and in a timely manner, but in any event, not less than 72 hours' notice is expected. Exceptional circumstances will be considered by the Departmental Manager.

Cover for the holiday will be arranged by the appropriate Manager, subject to operational requirements.

There are restrictions on the maximum number of staff allowed to take leave in each section in order to meet operational demands. Where staff are denied a holiday request, alternative dates will be offered.

Holidays must be taken in the year of entitlement and may not be carried over to the following year. This also applies to incremental leave awarded by the Company. However, where there are special circumstances or where leave has been refused due to exceptional operational demands, the additional leave, with the agreement of the Manager may be carried over and in such a case must be cleared within 2 months of the end of the employees leave year.

If an employee has not taken annual leave in relation to the amount of the annual leave year (and has no plans to take their entitlement), the Company has the right to enforce annual leave on the employee providing adequate notice has been given (which is generally twice the amount of time for the annual leave being enforced).

If an employee takes ill whilst on annual leave, the leave will not be amended to sickness absence unless the employee is hospitalised, whereby they will be required to produce a hospital medical certificate. Those unable to take annual

leave due to illness prior to commencement, will not by affected this and the annual leave will be reallocated as appropriate.

Under Working Time Regulations salary in lieu of holiday is not permitted and any outstanding holiday entitlement not allowed to be carried forward will be forfeited.

Holiday requests/changes/cancellations should be made using the appropriate holiday request system.

Holidays & Termination of Employment

Terminating employees will be entitled to holiday pay in the year of leaving, less the amount of any paid holiday already taken in the current year. This will be paid on a pro-rata basis for the amount of the year worked. Where the paid holiday already taken exceeds the entitlement, employees will have the excess deducted from their final salary payment.

Holidays must not be taken during notice periods without management approval. The outstanding balance will be paid in lieu. Holiday pay will be calculated at the employee's basic rate.

Public Holidays

All shift workers receive holiday in lieu of public holidays as part of their overall holiday entitlement in addition to the basic holiday entitlement.

Where annual leave excludes public holidays, employees will receive in addition to annual leave entitlement, leave on the eight public holidays paid as normal. At present these are New Year's Day/ Good Friday/ Easter Monday/ May Day/ Spring Bank Holiday/ Late Summer Bank Holiday/ Christmas Day/ Boxing Day. Non shift employees who work Monday – Friday are expected to take the bank holiday as part of their holiday entitlement, where public holidays fall on a Saturday/ Sunday employees will be given an alternative day as a Public Holiday, this alternative day shall not be regarded as an additional holiday.

Staff will be required to work on all or any public holidays as rostered. If staff work on a public holiday a premium payment of time and a half may be made (double time for hours worked on Christmas Day only) if applicable, by the contract of employment.. These payments are calculated as follows: - Time and a half is basic pay plus half pay for the proportion of the shift worked on the public holiday and double time is basic pay plus the number of hours worked during the proportion of the shift worked on the public holiday (Boxing Day will be deemed to be the 26th December or the government suggested alternative in case the 26th December falls on a weekend in terms of premium payments for shift workers).

SICKNESS ABSENCE AND COMPANY SICK PAY

Staff will not be eligible to receive Company sick pay until they have completed one year's service and is paid at the absolute discretion of the Company and not contractual.

Staff will be eligible for Statutory Sick Pay at the current rate which is payable for sickness absence which continues for more than four days. A medical certificate is required to qualify for this and in respect of long term sickness would continue for a period of 28 weeks.

Company sick pay is not applicable for the 1st day of any instance of sickness (including when an employee goes home sick part way through a shift). Company sick pay is then payable up to a maximum of 150 hours at basic pay and then at ½ basic pay for a further 150 hours in any consecutive 12 month period. These amounts are pro-rated for part time employees. If the absence was due to an industrial injury and it is proven that the employee was not at fault or contributed to the incident then the 1st day deduction will be reinstated and they will continue to receive normal pay in place of sick pay which will be reviewed on a monthly basis.

Company sick pay is defined as basic pay only (inclusive of SSP) and excludes all allowances/supplements.

In line with current Social Security regulations, any entitlement to Statutory Sick Pay will be included in the build-up of a normal month's pay. Where there is no entitlement to SSP, any DWP benefits available must be claimed and these will be deducted from pay.

If an employee is absent because of an injury or accident caused by a third party e.g. road accident, they will be required to undertake to repay contractual sick pay if recovering equivalent compensation for loss of earnings from the third party.

Once Company sick pay has been exhausted, the employee will have to work a 12 month period free of absence before sick pay is reinstated.

The attendance policy details the process and procedures required to be followed in the event of absence, however employees are required to maintain regular contact with their Manager whilst absent due to sickness.8

Employee illness immediately preceding or following a holiday

If an employee is ill immediately preceding, during or following a holiday, or Public Holiday, a medical certificate must be obtained and presented to the Company (even if the period of illness is less than 8 days), in addition to completing a Self-Certification form.

Absence due to family illness

Absence due to illness in the family is outside of the scope of the attendance policy and should be treated under Holiday Entitlement or Leave of Absence (see relevant sections).

Long Term Sickness Absence / Ill-health Capability

The Company recognises the need to support an employee who is suffering from a long-term illness, but reserves the right to require him/her to attend a medical with the Company Doctor / Occupational Health prior to any decision being taken to terminate employment on the grounds of capability. Such decisions will be taken by a Senior Manager after careful investigation and advice sought from the Company Doctor / Occupational Health. The Company will also consider the legislative requirements of the Equality Act.

In-house physiotherapy service

The Company currently provides an in-house physiotherapy service and diagnostic treatment for muscular skeletal based complaints, and therefore any incident / accident that occurs at work, must be reported by the employee in the appropriate manner. Where an employee has been referred for physiotherapy treatment by the in-house provider and they fail to attend, Company sick pay may be withheld, and disciplinary action considered.

Attendance Policy

See the staff intranet or request a copy from your Manager**.**

Non-Compliance with Attendance Policy & Procedure, or who fails to comply with notification or certification procedures, or who otherwise abuses the Company rules on sickness absence and attendance will be dealt with under the disciplinary procedure.

PENSION SCHEME

Employees will be auto enrolled into a Company pension scheme. If you wish to opt out of the scheme, you must contact the pension provider yourself. A members' booklet and information guide will be provided to you by the pension providers.

The Company pension scheme complies with all necessary pension legislation requirements.

LEAVE OF ABSENCE/COMPASSIONATE LEAVE

Any requests for leave of absence in respect of military training should be referred to the Business Manager and the HR Department.

Compassionate leave will be granted to all full time employees (pro rata for part time) on the basis of 5 days paid maximum in a year, for every instance, in the event of:

Death in the immediate family i.e. spouse/partner, mother, father, own children, brother, sister.

Additional unpaid compassionate requirements are subject to the discretion of the General Manager/VP's in conjunction with HR.

Notification of Absences

See Attendance policy and procedure.

If you are called for jury service please inform the Company as soon as possible, and forward any relevant documentation to your Manager to confirm the period of your absence. Staff will not be paid whilst absent due to jury service, and will need to claim the appropriate expenses from the Court. The expenses claim form must be completed by payroll prior to the commencement of the jury service.

LEAVING THE COMPANY

If you decide to leave the Company, you should confirm your intention in writing to your Department Manager as soon as possible, giving the notice period as specified in your appointment letter/contract of employment.

Notice periods can only be waived with the approval of your Manager in conjunction with the Human Resources Department and will depend upon operational requirements. Similarly, any outstanding holiday can only be taken as part of your notice period with the consent of your Manager. The Company may on the other hand insist that this be taken as part of your contractual notice period, alternatively any outstanding holiday entitlement will be paid in lieu with your final salary payment (see also section on Holiday Entitlement).

The Company may in certain circumstance pay in lieu of notice as an alternative to allowing or requesting an employee to work their contractual notice period. Pay in lieu of notice will be taxable in line with Inland Revenue regulations.

Before you leave the Company you must return to the Uniform department or your Supervisor / Manager (as directed) all Company property, including uniforms, identity passes, car park passes, access keys, locker keys, forklift cards, canteen cards, documents, and equipment, (this is not an exhaustive list). Your final pay may be delayed until you have returned these items or a sum deducted from final pay to cover the costs of such items not returned.

GARDEN LEAVE

Once notice of termination has been given by either side, the Company may at any time and for any period, during any duration of garden leave:

- Continue to pay salary and provide all benefits to which the employee is entitled, subject always to the rules of any relevant scheme or policy relating to such benefits;
- be under no obligation to provide any work for the employee concerned;
- assign no, reduced or alternative duties and require the employee to refrain from and have no contact with any premises, employees, officers, customers, clients or suppliers of the Company or any Group Company;
- require the employee to, at the request of the Company, immediately return all or any Company property in their possession or control;

For the avoidance of doubt, the employee shall continue to be bound by their obligations, not engaged in any other business which is competitive with the business of the Company.

ADVERSE WEATHER CONDITIONS

During the winter months, or periods of serious flooding, extreme weather may seriously delay or prevent you from attending work. Whilst we expect each employee to make all reasonable effort to attend, there may be some occasions where this is not possible. This may be due to road closures or a lack of public transport due to prevailing weather conditions.

During severe weather, you have no automatic legal entitlement to remain at home on full, or reduced pay. Instead, you have the following options available to you:

- *Annual leave*. If you're unable to attend work, you may choose to take this time as annual leave.
- *Unpaid leave*. An alternative is to take this time as unpaid leave. If you do this, your annual leave allowance will remain unaltered. This option must be mutually agreed between the employee and their Manager, and will normally only be granted if you have exhausted your annual leave allowance.
- *Homeworking*. It may be possible for you to work from home during a period of severe weather. This will depend on the nature of your job role and the availability of computer, e-mail and internet access. If you wish to consider this as an option, it should be discussed with your line manager in advance.

It may be possible with the Company's consent to bank hours not worked. The employee must comply with any reasonable requests to repay (work back) these banked hours when asked to do so.

All employees are expected to telephone their Line Manager to let the Company know if they are going to be delayed, or unable to attend work. This should be done at least one hour before your shift is due to start. You should also be prepared to explain what efforts you have made to get in to work. Text messages without a follow up telephone call are not acceptable, nor are messages from a third party unless there is an acceptable reason.

MEDIA CONTACTS / BLOGS / SOCIAL NETWORKING

Questions from the media, requests for information, interviews, images or contacts must be referred to the CEO /Corporate Communications Department only, who have authority to comment on company policy or activities. Any approaches to employees from the media must be referred to the CEO/Corporate Communications Department through the employee's immediate supervisor/manager.

Employees are personally responsible and legally liable for anything they write, publish or present externally where such communication has not been authorised by the CEO/Corporate Communications Department. This includes any content published to the world-wide web on blogs, wikis or any other form of user-generated media (e.g. Facebook, Twitter, etc.). Employees must ensure that when using user-generated media they do not present themselves as a representative of dnata (unless authorised to do so). Employees are at all times prohibited from uploading any commentary, content or images that are defamatory, pornographic, proprietary, harassing and libellous or that may create a hostile work environment. Breach of this policy may result in disciplinary action up to and including termination of employment.

DRUG AND ALCOHOL TESTING

It is a condition of your employment that you are required to comply with any request to undertake a test for drugs & alcohol. This is required at pre-employment, random tests during employment, revalidation, in cases of accidents or if you are suspected to be under the influence of drugs or alcohol. Full details of the Drug and Alcohol policy are set out in the policy section of the staff intranet or request a copy from your Manager.

BASIC POLICIES AND PROCEDURES

PART TWO

BASIC POLICIES AND PROCEDURES

The Company's policies and procedures are not contractual; however firm guidelines which are expected to be followed.

Any change to statutory law governing dnata polices (e.g. maternity, paternity) will constitute a change to the policy in line with the amended legislation. Most policies are available for review on the staff intranet or a copy can be requested from your Manager.

Equal Opportunities Policy

Our commitment

dnata is committed to providing equal opportunities in employment and to avoiding unlawful discrimination with employees, against customers, visitors and contractors.

This policy is intended to assist dnata to put this commitment into practice. Compliance with this policy should also ensure that employees do not commit unlawful acts of discrimination.

Striving to ensure that the work environment is free of harassment and bullying and that everyone is treated with dignity and respect is an important aspect of ensuring equal opportunities in employment. dnata has a separate dignity at work policy, which deals with these issues.

The law

It is unlawful to discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. These are known as "protected characteristics".

Discrimination after employment may also be unlawful, e.g. refusing to give a reference for a reason related to one of the protected characteristics.

Staff should not discriminate against or harass a member of the public in the provision of services or goods. It is unlawful to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaptation or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services.

Types of unlawful discrimination

Direct discrimination is where a person is treated less favourably than another because of a protected characteristic. An example of direct discrimination would be refusing to employ a woman because she is pregnant.

In limited circumstances, employers can directly discriminate against an individual for a reason related to any of the protected characteristics where there is an occupational requirement. The occupational requirement must be crucial to the post and a proportionate means of achieving a legitimate aim.

Indirect discrimination is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic (although it does not explicitly include pregnancy and maternity, which is covered by indirect sex discrimination) such that it would be to the detriment of people who share that protected characteristic compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

Harassment is where there is unwanted conduct, related to one of the protected characteristics (other than marriage and civil partnership, and pregnancy and maternity) that has the purpose or effect of violating a person's dignity; or creating an intimidating, hostile, degrading, humiliating or offensive environment. It does not matter whether or not this effect was intended by the person responsible for the conduct.

Racial harassment is racial discrimination and contrary to the Company's equal opportunities policy. It is also unlawful. This type of harassment will not be tolerated under any circumstances, and the Company will take prompt action upon becoming aware that such incidents have taken place.

Racial harassment may include:

Abusive language and racist jokes

Racial name-calling

The display or circulation of racially offensive, written or visual materials, including graffiti

Physical threats, assault and insulting behaviour or gestures

Open hostility (including organised hostility) towards workers or other individuals of a particular racial group in the workplace.

Unfair allocation of work and responsibilities

Exclusion from normal workplace conversation or social events, i.e. being 'frozen out'

The examples are not exhaustive, and each incident of harassment or discrimination will be examined in the light of the facts relating specifically to it.

Sexual harassment is sex discrimination, unlawful and contrary to the Company's equal opportunities policy and is defined as unwanted behaviour of a sexual nature by one person towards another. Examples of sexual harassment include:

Insensitive jokes/and or pranks

Lewd comments about appearance

Unnecessary body contact

Displays of sexually offensive materials, e.g. pin-ups

Requests for sexual favours

Speculation about an employee's private life and/or sexual activities

Threatened or actual sexual violence

Threat of dismissal, loss of promotion etc. for refusal of sexual favours.

Although the above list gives examples of sexual harassment, it is not exhaustive; such harassment takes many forms, from relatively mild sexual banter to actual physical violence.

Harassment of individuals in this manner on the basis of their sexual orientation (i.e. because they are homosexual, transsexual or undergoing 'sex change treatment') is also unlawful and regarded as sexual harassment.

Harassment of individuals with a disability Harassment of an individual who has a disability or has had a disability in the past is unlawful. It is also contrary to the Company's equal opportunities policy, which seeks to ensure that people with disabilities receive treatment which is fair, equitable and consistent with their skills and abilities.

In accordance with statutory requirements, the Company recognises that a person with a disability is someone who has, or has had, a physical or mental impairment that has a substantial and long-term adverse effect on his or her normal day-to-day activities. Therefore, depending on individual circumstances, a person who has been seriously injured or who has had a progressive illness, significant learning difficulties, poor hearing, vision or mobility, is likely to be a person with a disability.

Examples of harassment of a person who has or has had a disability include:-

Non-verbal gestures

Offensive letters, language, correspondence or material

Insensitive jokes, pranks, nicknames or comments

Physical mistreatment (e.g. jostling or assault)

It is part of the Company's equal opportunities policy if a person with a disability joins the Company or if an existing employee becomes disabled, we shall make every effort to make such adjustments as are necessary and practical to retain that person within the Company.

As with sexual and racial harassment, harassment of a person with disabilities and all instances of such behaviour or alleged behaviour will be taken seriously and fully investigated, and may result in disciplinary action.

Finally, the Company will seek to ensure that the needs of the people with disabilities are considered generally in both the context of the Company's working practices and in the nature of its premises and continuing services.

Harassment of individuals due to their Religion or Belief is unlawful and is contrary to the Company's equal opportunity.

An employee is not required to provide evidence of their religion or belief. Broadly speaking the definition of a religion is:

1. A belief in a 'supreme' being

2. Worship of that `supreme' being

3. A group or following of people who observe the beliefs, values, customs and traditions as set down by that `supreme' being.

The definition of a "belief" is that it must attain a certain level of cogency, seriousness, cohesion and importance. This does not include any philosophical or political belief unless that belief is similar to a religious belief.

In the event of a dispute, it will be for the Courts to decide whether the definitions are met, and it will be their task to interpret religion or philosophical belief in a way that accords with the purposes of the legislation.

Religious harassment may include:-

Abusive language and jokes

Open hostility (including organised hostility) towards workers or other individuals of particular religious group in the workplace

Unfair allocation of work or promotional prospects

Refusal to allow expression of religious belief and practices

The Company is committed to ensuring that individuals have an absolute right to freedom of religion and belief.

Associative discrimination – is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic (although it does not cover harassment because of marriage and civil partnership, and (according to guidance from the Government and Acas) pregnancy and maternity).

Perceptive discrimination – is where an individual is directly discriminated against or harassed based on a perception that he/she has a particular protected characteristic when he/she does not, in fact, have that protected characteristic (other than marriage and civil partnership, and pregnancy and maternity).

Victimisation – occurs where an employee is subjected to a detriment, such as being denied a training opportunity or a promotion because he/she made or supported a complaint or raised a grievance under the Equality Act 2010, or because he/she is suspected of doing so. However, an employee is not protected from victimisation if he/she acted maliciously or made or supported an untrue complaint. There is no longer a need for a complainant to compare his/her treatment with someone who has not made or supported a complaint under the Equality Act 2010. For example, if a blind employee raises a grievance that the employer is not complying with its duty to make reasonable adjustments, and is then systematically excluded from all meetings, such behaviour could amount to victimisation.

Failure to make reasonable adjustments – is where a physical feature or a provision, criterion or practice puts a person with a disability at a substantial disadvantage compared with someone who does not have that protected characteristic and the employer has failed to make reasonable adjustments to enable the disabled person to overcome the disadvantage.

Equal opportunities in employment

dnata will avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy.

Person and job specifications will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment or promotion will be assessed objectively against the requirements for the job, taking account of any reasonable adjustments that may be required for candidates with a disability. Disability and personal or home commitments will not form the basis of employment decisions except where necessary.

dnata will consider any possible indirectly discriminatory effect of its standard working practices, including the number of hours to be worked, the times at which these are to be worked and the place at which work is to be done, when considering requests for variations to these standard working practices and will refuse such requests only if the organisation considers it has good reasons, unrelated to any protected characteristic, for doing so. dnata will comply with its obligations in relation to statutory requests for contract variations. dnata will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

Dignity at work

The organisation has a separate dignity at work policy concerning issues of bullying and harassment on any ground, and how complaints of this type will be dealt with.

Customers, suppliers and other people not employed by the organisation

The organisation will not discriminate unlawfully against customers using or seeking to use goods, facilities or services provided by the organisation.

Employees should report any bullying or harassment by customers, suppliers, visitors or others to their manager who will take appropriate action.

Training

dnata will provide training in equal opportunities to managers and others likely to be involved in recruitment or other decision making where equal opportunities issues are likely to arise.

dnata will provide training to all existing and new employees and others engaged to work at the organisation to help them understand their rights and responsibilities under the dignity at work policy and what they can do to help create a working environment free of bullying and harassment. The organisation will provide additional training to managers to enable them to deal more effectively with complaints of bullying and harassment.

Your responsibilities

Every employee is required to assist dnata to meet its commitment to provide equal opportunities in employment and avoid unlawful discrimination.

Employees can be held personally liable as well as, or instead of, dnata for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence.

Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under the organisation's disciplinary procedure. Discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice.

Grievances

If you consider that you may have been unlawfully discriminated against, you may use the dnata grievance procedure to make a complaint. If your complaint involves bullying or harassment, the grievance procedure is modified as set out in the dignity at work policy.

The organisation will take any complaint seriously and will seek to resolve any grievance that it upholds. You will not be penalised for raising a grievance, even if your grievance is not upheld, unless your complaint is both untrue and made in bad faith.

Use of the dnata's grievance procedure does not affect your right to make a complaint to an employment tribunal. Complaints to an employment tribunal must normally be made within three months beginning with the act of discrimination complained of.

Monitoring and review

This policy will be monitored periodically by the organisation to judge its effectiveness and will be updated in accordance with changes in the law.

DIGNITY AT WORK POLICY – HARASSMENT AT WORK

Harassment can affect people in many ways, it can lead to illness, increased absenteeism, poor performance and an apparent lack of commitment. The Management acknowledges that a distinguishing characteristic of harassment is that employees subjected to it are sometimes very vulnerable and are often reluctant to complain. Managers will be responsive and supportive to any member of staff who complains about harassment.

The Procedure

When a complaint has been made it will be investigated thoroughly and as quickly as possible – ensuring the rights of the alleged perpetrators are protected as well as those of the complainant.

Informal

It is preferable for all concerned that complaints of harassment are dealt with internally and informally wherever possible. This should not discourage anyone from recourse to formal procedure where they prefer that option. Furthermore, there will be some instances where the seriousness of the complaint warrants formal actions and possibly criminal proceedings. Formal procedures may be necessary where a previous informal approach has failed.

The general decision on how to progress the complaint rests with the individual.

In many cases it is sufficient for the recipient to raise the problem with the person who is creating the situation, pointing out that their conduct is unwelcome, offensive or interfering with work. If the individual finds it difficult or embarrassing to raise the problem directly they may seek support from a colleague or a Supervisor.

Alternatively the complaint may be raised with the relevant Departmental Manager or their HR representative, which may be particularly helpful if the complaint is about an employee's direct Supervisor.

Formal Procedure

The Company's formal grievance procedure may be used, however in some cases involving a complaint regarding a Supervisor or Manager, the complainant may go directly to a Senior Manager or the HR representative.

Investigation and Procedure

The sensitive nature of harassment poses a number of challenges for those responsible for the investigation.

However, the following will apply:-

- prompt, thorough, impartial investigation with due regard to the rights of both the complainant and the alleged harasser. This may include suspension from work of both parties so that neither have the opportunity to influence witnesses or investigators and that there is no inference of guilt apportioned before the full facts are known
- investigators who are not connected with the allegation
- the right for both parties to be accompanied by a work colleague or an official representative of a Trade Union
- clear details of the complaint and the time to respond
- commitment to timescales for resolution of problems
- investigations based on objectivity rather than preconceptions
- total commitment on confidentiality for everyone
- where necessary referral to a disciplinary hearing which could result in disciplinary action being taken
- a record of complaints will be kept which will include names of parties, date, nature and frequency of incidents, and action taken

Should the evidence indicate that the complaint is of a malicious or vexatious nature, the matter will be dealt with through the Disciplinary process.

If any employee has any queries or concerns regarding this document they should raise them with their Departmental Manager.

GRIEVANCE PROCEDURE

1.0 PURPOSE

The primary purpose of the grievance policy is to encourage the internal resolution of grievances informally and at the lowest level of accountability.

A grievance is defined as a concern, problem or complaint related to any matter regarding a person's employment at dnata. This policy upholds dnata's commitment to equality to all employees and to promote fair and consistent treatment for all employees.

A grievance may be raised by an individual and will follow the details of the individual grievance procedure as detailed below.

2.0 SCOPE

This policy covers all employees within dnata UK.

3.0 POLICY STATEMENT

The Company's grievance policy is based on the principle that each employee is entitled to:

- Fair and consistent treatment to a full and fair hearing in good time. No employee will be subjected to discrimination.
- To state their case before decisions are reached and to contest evidence against them.
- Be represented by a recognised trade union representative or accompanied by a colleague (who must be a Company employee) at any stage of the grievance procedure. Sufficient time away from the work environment will be mutually agreed for the chosen representative / colleague to attend for the investigatory, grievance and appeal hearings.
- Appeal to higher management in all grievance matters.
- All grievance matters being resolved quickly and at a local level wherever possible. It is agreed all parties must seek to exhaust the informal grievance process before moving onto the formal stages.

It is the objective of the Company and unions to ensure that employees are aware of the Company's grievance procedure. Managers who implement the procedure and trade union representatives, will receive training on its proper use to uphold its integrity. Managers, with appropriate support from HR, will ensure the grievance procedure is applied fairly, consistently and without delay.

The appropriate level of management will undertake grievance hearings and appeal hearings.

Best efforts will be made to ensure the meetings occur in working hours and the timescales stated in this policy adhered to.

All information regarding investigation and grievance hearings will be kept confidential and only made available to those directly involved.

4.0 INFORMAL GRIEVANCE

It is advisable the employee raises their grievance informally with their line Manager in the first instance.

4.1 How should it be done?

- The employee should inform the Manager of their concern verbally and a meeting arranged to discuss this. This should be as soon as practicable (as a guideline this should be within seven days, assuming shift patterns permit).
- At this meeting, the Manager will seek clarification of the concern and try to resolve the grievance locally, at this informal stage.
- The Manager will inform the employee in writing of the outcome and proposed resolution and seek acceptance from the employee for the proposals. If immediate resolution is not possible, the Manager should agree reasonable timescales with the employee (as a guideline this should be within seven days, assuming shift patterns permit).
- Every effort must be made to resolve the informal grievance within seven days of the informal meeting before proceeding to the formal stage. If seven days is not practical a reasonable extension should be agreed.
- If the grievance is against the line Manager, the employee should contact HR, who will refer the matter to an appropriate Manager for hearing at the informal stage. Alternatively the employee may refer the matter directly to the Manager's Manager.
- Agreed notes should be kept of any informal discussions, for reference purposes.
- Ideally in the first instance, it is advisable for the aggrieved employee and their line Manager alone to discuss the issues. However, if an employee wishes to be represented, this will not be refused.

5.0 PROCEDURE FOR INDIVIDUAL FORMAL GRIEVANCES

5.1 The written statement

When a grievance has not been resolved informally, an employee may decide to raise this formally. They must state the details of the formal grievance in writing to their Manager (or HR) including following details:

- The nature and reason for the grievance
- The relevant factual background gained by the employee
- The reason the employee believes the informal stage did not provide satisfactory resolution
- How the employee would like the grievance to be resolved.

The Manager and / or HR will invite the employee to a formal meeting. The invitation will include details of the time and location of the meeting. A Manager not previously involved with the procedure will chair the meeting. Employees have a right to be represented by a trade union representative or accompanied by a work based colleague.

5.2 The meeting

The purpose of the meeting provides the employee the opportunity to state their case, and how they would like the grievance to be resolved. The employee should also provide any supporting evidence to their grievance. If the employee wishes to call witnesses to the meeting, they must inform HR two days in advance of the meeting.

At the end of the grievance meeting and having considered all the evidence presented, the Manager will inform the employee of the next steps. This will be one of the following three outcomes:

1. The Manager upholds the grievance and states the proposed resolution
2. The Manager believes no further action is necessary and explains why
3. There is further investigation required, and the Manager will inform the employee of the timescales involved (the timescales involved will depend on the seriousness of the grievance; however as a guideline this should be within ten consecutive days).

The Manager will write to the employee and confirm them of the decision. This will be completed within seven consecutive days of the hearing. If seven days is not practical, a reasonable extension should be agreed.

Mediation can be offered at any stage of the grievance.

5.3 The investigation

Depending on the nature of the grievance, an investigation might be necessary which could delay the decision of the grievance.

The Investigation Manager will interview all the relevant witnesses and any other personnel involved. It is important these meetings are held in a confidential area and notes are taken.

A witness should be advised that the meetings are confidential, and be encouraged to attend. The name of the witness will not be shown on the form for confidentiality purposes. However if the witness decides they do not wish to attend a meeting, they cannot be forced to do so.

If the witnesses do not attend, the decision of the grievance will be made on the data available.

6.0 RIGHT OF APPEAL

All employees are entitled to the right to appeal against the decision of a formal grievance hearing. A decision on appeal may uphold or overturn the previous decision against which the appeal was made. The appeal should be on the grounds of:

- Procedure not followed or the fairness of it
- Unreasonable decision
- Further and supporting information which was not originally available at the grievance meeting

The employee should submit an appeal against the findings of the grievance hearing in writing within seven consecutive days of the receipt of written confirmation.

The appeal will be heard within seven days of receipt of the letter of appeal unless otherwise agreed. The appeal will be heard by the next or higher level of management who has not previously been involved in the case.

Employees are entitled to be represented by a trade union representative or accompanied by a colleague (who must be a Company employee) at any stage of the appeal procedure. Sufficient time-off will be provided for the chosen representative to attend and prepare for the hearing.

Decisions of appeal hearings should be confirmed in writing.

The outcome of the appeal will normally be final, however in exceptional circumstances; an employee may appeal again (the exceptional appeal).

The exceptional appeal will only be allowed where the employee believes there has been a bias in the appeal. This appeal will be heard by a Director, who is not the immediate Manager of the original appeal hearing Manager.

DISCIPLINARY POLICY AND PROCEDURE

1.0 PURPOSE

dnata expects their employees to conduct themselves in a manner which reflects well on the Company through high standards. The main purpose of the disciplinary policy is to encourage an employee whose conduct is unsatisfactory to improve.

This procedure does not apply to dismissals related to Capability, Probations, Redundancy or the non-renewal of fixed term contracts on their expiry.

2.0 SCOPE

This policy covers all employees within dnata in the UK with the exception of those covered under the procedure for Capability, Probation and Redundancy.

The following rules and procedure apply to all individuals working for dnata at all levels and grades, including VP's, employees, apprentices, graduates, home workers, part-time and fixed-term employees (collectively known as employees in this policy).

The primary intention is to help and encourage all employees to modify their behaviour and remove the need to invoke the Formal Disciplinary Procedure described in section 3 below. It does not apply to employees within their probationary period, agency workers, or self-employed contractors. It does not apply to cases involving genuine sickness absence, proposed redundancies or poor performance. In those cases reference should be made to the appropriate procedures.

This policy does not form part of employees' contracts of employment.

3.0 POLICY STATEMENT

The Company's disciplinary policy is based on the principle that each employee is entitled to:

- fair and consistent treatment to a full and fair hearing in good time. No employee should be subject to discrimination;
- not be dismissed for a first breach of discipline except in the case of gross misconduct when the decision may be dismissal;
- have matters relating to capability issues dealt with separately from the disciplinary procedure and be considered under the dnata Capability Procedure;
- state their case before decisions are reached and to challenge evidence against them;
- be accompanied by a trade union representative or by a colleague (who must be a Company employee) at any stage of the Disciplinary Procedure. Sufficient time-off will be mutually agreed for the chosen representative / colleague to attend and prepare for the investigatory, disciplinary and appeal hearings;
- where a Union is not recognised, the Union Representative can accompany an employee as a 'work colleague' only;
- The companion should be allowed to address the hearing to summarise the employee's case, respond on behalf of the employee to any views expressed at the hearing and confer with the employee during the hearing. The companion does not, however, have the right to answer questions on the employee's behalf, address the hearing if the employee does not wish it or prevent dnata from explaining their case.
- appeal to higher management in all disciplinary matters.

It is the objective of the Company, Unions and Staff Forum to ensure that employees are aware of the Company's disciplinary procedure. Managers who implement the procedure, the Trade Union representatives and Staff Forum members will receive training on its proper use to uphold its integrity.

Managers in liaison with HR will ensure the Disciplinary procedure is applied fairly, consistently and without delay.

The appropriate level of management will undertake disciplinary hearings (including holding the authority to dismiss) and appeal hearings.

Disciplinary action against Trade Union Shop Stewards will not be embarked upon without reference to a full time Trade Union Officer of the recognised union concerned. The full time Official will be informed by the Company in advance of any disciplinary hearing. Managers will refer for guidance to their relevant HR Representative prior to taking action against any Union representative.

All information regarding investigation and disciplinary hearings will be kept confidential and only made available to those directly involved.

4.0 INFORMAL DISCUSSION

Where possible an informal discussion should be used to improve standards of conduct. In many cases the right word, at the right time, and in the right way may be all that is needed and will often be a more satisfactory method of dealing with a breach of discipline than a formal hearing.

4.1 How should it be done?

- Discussions should be out of the hearing and vision of other employees. It should be a two-way discussion, addressing any shortcomings in conduct or performance and encouraging improvement.
- Criticism should be constructive and evidence based, and the emphasis should be on finding ways in which the employee can remedy any shortcomings.
- Listen to the explanation put forward by the employee.
- If it becomes evident that there is no case to answer this should be made clear to the employee.
- Where an improvement is required make sure that the employee understands what needs to be done, set clear expectations with time scales. The employee should be advised if there is no improvement the next stage may be the formal disciplinary procedure.
- Ensure the discussion does not turn into a formal disciplinary hearing as this may unintentionally deny the employee certain rights, such as the right to be accompanied. If during the discussion it becomes obvious that the matter is more serious, the discussion should be adjourned. It should be made clear that the matter will be pursued under the formal disciplinary procedure.
- Agreed notes should be kept of any informal discussions, for reference purposes. Managers should make notes within ISYS when they have informally discussed matters with an employee. This is merely as a memory aid in the event that further action is necessary. Managers will not maintain their own employee files on conduct issues (in breach of Data Protection Act).

4.2 Criminal Charges

Where the employee's conduct is the subject of a criminal investigation, charge or conviction, dnata will investigate the facts before deciding whether to take formal disciplinary action. dnata will not usually wait for the outcome of any prosecution before deciding what action, if any, to take.

Where the employee is unable, or has been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, dnata may have to take a decision based on the available evidence. A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if dnata considers that it is relevant to the employee's employment.

4.3 Suspension

Suspension does not form part of the disciplinary process, but allows time for the employee to reflect on a situation and / or a thorough investigation to take place. Suspension does not imply or suggest the employee is guilty of any misconduct.

An employee may be suspended on full pay following a serious breach of discipline and if it is considered that their attendance at work could be detrimental to the investigation process. An employee may be suspended if there is clear evidence that they may present a risk to themselves or others.

An employee can only be suspended by an appropriate manager.

Suspension should normally last no longer than ten consecutive days. In exceptional circumstances, any extension to this period must be sanctioned by a Business Manager or equivalent, and must be documented including further written correspondence with the employee giving the reason for the extension.

Wherever possible, the employee will be suspended in person and will be given the right to have a witness present. The employee will be notified in writing of the suspension, the reason for it, and if possible the return date.

The appropriate manager is responsible for maintaining contact with the suspended employee. If an extension is agreed, the employee must be contacted by this manager to advise them of the extension. The employee should also be advised of a possible return date.

If an employee's security pass is confiscated by the airport authority, therefore not enabling the employee to work, the employee will be stood down from work without pay.

5.0 DISCIPLINARY PROCEDURE

5.1 Investigation

When management is informed that a breach of discipline may have occurred, an appropriate member of management will be identified to complete the investigation.

This investigation does not form part of the disciplinary process, but is a pre-requisite.

It is important to ensure that a thorough and comprehensive investigation is carried out, and that the following is adhered to:

- An Investigation Manager is appointed.
- The employee is invited to an investigation meeting as soon as reasonably practicable, notifying them of the allegations; where and when the meeting is (as a guideline 24 hours' notice as a minimum should be given).
- An investigation will only be carried out without the employee's knowledge where potential fraud is suspected – in this case an appropriate member of the financial/ audit team will carry out the investigation.
- Although an employee does not have the legal right to be accompanied at an investigation, the Company will allow the employee to be accompanied by the recognised Union or a fellow employee, provided this does not delay the investigation process.
- The Company, may, at its discretion, allow an employee to bring a companion who is not an employee or union representative (except legal representation) where this will help overcome a disability (for example a health adviser).
- All relevant witnesses are interviewed and minutes are taken for all investigation meetings. (The minutes / notes of the meeting can be typed for reference for any ongoing proceedings retaining the original handwritten notes for verification).
- The handwritten notes of the hearing should be signed and a copy provided to all attendees at the investigation. If the employee refuses to sign the notes of the meeting, these will be signed by the manager noting that the employee has refused to sign, and kept as a record of the meeting.

Having investigated all the facts, the Investigating Manager should decide whether to arrange informal counselling, or arrange for the matter to be dealt with through a formal disciplinary hearing. If it is decided no formal action is to be taken, the employee should be advised of this in writing.

Notes of any disciplinary action which has resulted in a formal warning will be noted on the employee's HR file, and discounted for any further disciplinary action once the warning has been spent (N.B. the warnings cannot be removed from the file as these are scanned onto staff files). In TUPE situations any spent warnings will be removed from the printed file.

Managers will not maintain their own employee files on conduct issues (in breach of Data Protection Act), and all information relating to the disciplinary will be kept in the employee's HR file. A note will be kept in ISYS of any disciplinary sanction issued as this will act as a memory aid in the event that further action is necessary.

Following the meeting, the Investigation Manager will reflect upon what has been discussed. Where the outcome of the meeting requires the employee to improve their performance or behaviour, this will be documented and communicated to them in writing and referred to the Capability Policy.

If the outcome of the investigation meeting recommends the need for a disciplinary hearing to take place, this will be communicated to the employee in writing with the necessary details.

5.2 Notification of disciplinary hearing

An employee is entitled to at least three consecutive day's written notice of a Disciplinary Hearing as a minimum, which will include the following information:

- Details of the allegation;

- Details of where, when and with whom the disciplinary hearing will be held. To ensure fairness the Hearing Manager and Investigating Manager will be different; (on rare occasions the Hearing Manager may change due to unforeseen circumstances, however a Manager of the same level will be appointed in their place)
- Witness statements, investigation meeting notes, any relevant documents, and operational policies including the disciplinary policy;
- That a trade union representative or a work colleague may accompany them;
- That they may call witnesses or produce evidence to support their case;
- If the charge is gross misconduct, which could lead to dismissal;
- They may apply for any further reasonable documentation, prior to a disciplinary hearing;

The employee has the right to be accompanied at such a hearing. If the chosen person is unavailable for the hearing, a further date will be agreed within seven consecutive days. Where an employee chooses to absent themselves from the process and is persistently unable or unwilling to attend a disciplinary hearing without good cause, the Company can make a decision on the evidence available. The employee will be advised on the outcome of the hearing with the information available to the Hearing Manager.

Where an employee is unable to attend a disciplinary hearing due to sickness, the Company reserves the right to require the employee to provide a medical certificate confirming that they are genuinely incapable of attending the hearing, and clearly stating the reasons why the employee is not able to attend the hearing. If this is not provided the hearing may proceed in the employee's absence. The Company also reserves the right to require the employee to attend an occupational health consultant to seek advice as to the employee's fitness to attend a disciplinary hearing where HR considers it appropriate.

5.3 Conduct of hearings

Employees have the right to a full, fair and non-discriminatory disciplinary hearing and the right to:

- Have the purpose of the attendees at the meeting clarified
- Deal only with matters specified in the notification as in 5.2
- Be given a clear account of the offence they are alleged to have committed, presented with all evidence against them and be given an opportunity to state their case and to respond to the allegations
- Examine all evidence, and to both call and question witnesses
- Adjourn the hearing at any time, normally by agreement
- Receive minutes of the meeting
- Possibly (if resources permit) have a note-taker present at the meetings. The note-taker will copy the notes and make available to all attendees of the meeting if requested
- Decisions of disciplinary and appeal hearings confirmed in writing.

6.0 FIRST FORMAL WARNING

Following an investigation and a proven disciplinary hearing, in cases of misconduct, the Hearing Manager, if appropriate, will issue the employee with a first formal warning.

The employee will be advised that the first warning constitutes the first formal stage of the disciplinary procedure.

A first formal warning will be valid for six months from the date of the hearing and will be confirmed in writing.

The confirmation will include the decision reached at the hearing, the action decided upon and:

- A clear statement of the offence which has been investigated.
- Any identified support or resources to correct the situation will be provided.
- The likely consequences of further offences.
- The right to appeal.

A copy of the warning will be retained on the employee's HR File and after its expiry, it will be considered "spent". At the expiry of six months the validity of the warning will cease and will not be considered in any future incidents.

The employee will be advised of their right to appeal within seven consecutive days of receipt of written confirmation of the decision. (See Appeals procedure).

7.0 SECOND FORMAL WARNING

Where there is a further misconduct within the first warning stage, and following the appropriate procedure, the employee may receive a second formal warning. Some allegations of a more serious nature may enter into a second formal warning without going through the first formal warning stage. The employee will be advised the second formal warning constitutes a formal stage of the disciplinary procedure.

The disciplinary hearing will be conducted by the appropriate level of management.

A second formal warning will be valid for nine months from the date of the hearing and will be confirmed in writing.

The employee will be informed, in writing, of any decision and action taken at the Hearing, including:

- A clear statement of the offence which has been investigated.
- Any identified support or resources to correct the situation will be provided.
- The likely consequences of further related offences during the current warning including whether a final warning may be considered if further offences occur.
- The right to appeal.

A copy of the warning will be retained on the employee's HR File until its expiry at which point it will be considered "spent." At the expiry of nine months the validity of the warning will cease and will not be considered in any future incidents.

The employee will be advised of their right of appeal within seven consecutive days on receipt of written confirmation of the decision (See Appeals procedure).

8.0 FINAL FORMAL WARNING

In the event of a further offence within the period of a current second formal warning, and following the appropriate procedure, the employee may face further disciplinary action resulting in a final formal warning. Some serious allegations may warrant a final formal warning without going through the first or second formal stages. As an alternative to dismissal, see section 9.1. The employee will be advised the final formal warning constitutes a formal stage of the disciplinary procedure.

The disciplinary hearing will be conducted by the appropriate level of management.

A final formal warning will be valid for twelve months from the date of the hearing and will be confirmed in writing.

The employee will be informed, in writing, of any decision and action taken at the Hearing. A warning following a hearing will consist of:

- A clear statement of the offence which has been investigated.
- Any identified support or resources to correct the situation will be provided.
- The likely consequences of further related offences during the current warning including whether dismissal may be considered, if further offences occur.
- The right to appeal.

A copy of the warning will be retained on the employee's staff file and after it's expiry it will be considered "spent".

The employee will be advised of their right of appeal within seven consecutive days on receipt of written confirmation of the decision (See Appeals procedure).

9.0 DISMISSAL & OTHER SANCTIONS

In cases of persistent misconduct, which have been subject to the full disciplinary procedure, the final sanction may be dismissal. The decision to dismiss will only be taken after full consideration of alternatives to dismissal.

In cases of gross misconduct where suitable disciplinary procedures have been followed, the final sanction may be dismissal unless appropriate mitigating circumstances are satisfied.

A disciplinary hearing which may result in dismissal should be conducted by a Business Manager or equivalent. In the event that a disciplinary hearing concludes that a dismissal decision is appropriate and the Hearing Manager is not of the

appropriate status, then the decision must be sanctioned by the Business Manager. This is an exceptional situation where it has not been anticipated from the evidence that a dismissal sanction would be justified.

Employees are entitled to be represented by a trade union representative or accompanied by a colleague (who must be a Company employee) at any stage of the Disciplinary Procedure. Sufficient time away from the work environment will be provided for the chosen representative / colleague to attend and prepare for the investigatory, disciplinary and appeal hearings.

There will be no dismissal prior to a Disciplinary Hearing.

The employee will be advised of their right of appeal within seven consecutive days on receipt of written confirmation of the decision (See Appeals procedure).

9.1 Alternative sanctions to dismissal

In some cases the Company may at its discretion consider alternatives to dismissal. Any such measure must be authorised by an appropriate level of management, and will be accompanied by a Final Formal Warning. If an employee already holds a sanction of a Final Formal Warning, this may be extended by another Final Formal Warning.

An alternative to dismissal may include any such measures as the Company sees fit, including the examples given below;

- Suspension without pay

A penalty of suspension of up to 4 working weeks without pay may be applied as an alternative to dismissal depending on the nature and circumstances of the offence. This can only be affected with agreement from the employee. If the employee does not agree then a decision of dismissal will be effected.

- Demotion or downgrading

The Company may demote or downgrade an employee as an alternative to dismissal. This option may be explored to retain skills within the department, as well as job security for the employee. This must be done with the agreement of the employee. If the employee does not agree then a decision of dismissal will be effected.

- Transfer or redeployment

The Company may transfer or re-deploy within the Company as an alternative to dismissal. This option may be explored to retain skills within the Company, as well as job security for the employee. If the employee does not agree then a decision of dismissal will be effected.

10.0 SUMMARY DISMISSAL

An employee may be subject to summary dismissal only in the event of gross misconduct as defined in the guideline of offences agreed to represent gross misconduct (see appendix A).

Summary dismissal can only take place following a full investigation and disciplinary hearing. Where an employee chooses to absent themselves from the process and is persistently unable or unwilling to attend a disciplinary hearing without good cause, the Company can make a decision on the evidence available.

The disciplinary hearing will be conducted by the appropriate level of management who holds authority to dismiss as defined by agreement.

Summary dismissal differs from dismissal as the employment is terminated without notice, and is there no entitlement to pay in lieu of notice.

11.0 RIGHT OF APPEAL

All employees are entitled to the right to appeal against any decision of a disciplinary hearing. A decision on Appeal may overturn, uphold or may refer back to the Disciplinary Hearing Manager for further investigation of the previous decision. In exceptional circumstances the sanction may be varied.

The employee should submit an appeal against the findings of the Disciplinary Hearing in writing within seven consecutive days of the receipt of written confirmation. The written appeal must set out clear reasons as to why the employee is appealing.

The appeal will be heard within seven consecutive days of receipt of the letter of appeal unless otherwise agreed. The appeal will be heard by a more senior Manager who has not previously been involved in the case.

Employees are entitled to be represented by a trade union representative or accompanied by a colleague (who must be a Company employee) at any stage of the Appeal Procedure. Sufficient time-off will be provided for the chosen representative / colleague to attend and prepare for the hearing.

Decisions of appeal hearings should be confirmed in writing and delivered either by hand (for which a receipt must be obtained) or sent by recorded delivery.

The outcome of the appeal will normally be final, however in exceptional circumstances; an employee may appeal again (the exceptional appeal).

The Exceptional appeal will only be allowed where the employee believes there has been a bias in the appeal. This appeal will be heard by a Director, who is not the immediate Manager of the original Appeal Hearing Manager.

Where an employee raises a formal grievance during a Formal Disciplinary Procedure, the procedure may be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related both issues will be dealt with concurrently.

Appendix A - Acts which may warrant consideration as Gross Misconduct

(This list is not exhaustive)

- Indecent conduct / behaviour including physical violence and sexual assault to colleagues, customers, suppliers or other parties
- Acts of incitement, bullying or harassment on the grounds of race, sexuality, ethnic origin, nationality, religion, gender, age and appearance
- Theft of property belonging to the Company, its customers or another employee
- Gross negligence or deliberate damage
- Actions or behaviour which bring the Company into disrepute and / or are brand damaging
- Wilful and deliberate accessing of internet sites containing obscene, pornographic or offensive material
- Publishing on any internet sites information or personal comment which could damage company reputation
- Illegal activity on Company premises or with Company property
- Serious infringement or deliberate breach of company health and safety rules, and exposing others to risk of injury
- Wilful and gross insubordination
- Serious breach of Company security procedures
- Sale or gift to others of illegal substances or alcohol whilst on duty
- Consumption or being under the influence of alcohol or illegal substances whilst on duty or representing the Company
- Serious breach of airport authority regulations
- Failure to notify the Company of loss of driving licence, where a licence is required in the normal performance of duties, or the employee continues to drive a company vehicle
- Failure to notify the Company in the event of a criminal conviction
- Whilst in Company uniform and / or in a public place, bringing the Company into disrepute
- Consuming alcohol whilst at work in Company uniform.
- Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in the employee's position is kept secure
- Serious misuse of dnata's information technology systems (including, but not limited to misuse of developed or licensed software, use of unauthorised software and misuse of email and the internet) contrary to dnata's IT policy
- Leaving the workplace without prior management approval
- Refusing to carry out a reasonable instruction providing employee has been adequately trained
- Gross Misuse of company equipment
- Intimadatory, threatening, offensive or abusive behaviour. This will also include attitude problems
- Refusal to comply with terms and conditions of employment
- Breach of confidentiality, company policies and procedures
- Smoking in non-designated areas
- Dishonesty, including falsification of records, theft , fraud, forgery or bribery
- Repetitive absence patterns
- Persistent refusal to co-operate for absence referral procedures and to comply with the attendance procedure

CAPABILITY POLICY

CAPABILITY POLICY PURPOSE

The purpose of this policy is to help and encourage employees to achieve and maintain high standards of job performance. The procedure will ensure dnata has fair and effective arrangements in place for dealing with work performance and capability matters. dnata is committed to ensuring all staff have the appropriate skills, knowledge, competence and aptitude to undertake their role effectively.

CAPABILITY POLICY SCOPE

This policy covers all employees within dnata, excluding employees, who are within their probationary period, who will be managed under the Probationary Policy and Procedure. This policy will also be used for matters of capability relating to ill health, in terms of the stages of the procedure to be followed, and evidence from an appropriate and independent occupational health practitioner will be required. The Performance Improvement form (PIP) will not be used in instances of ill health, and written notes of the meetings will be required instead.

CAPABILITY POLICY STATEMENT

The Company's capability policy is based on the following principles:

- All matters to be dealt with efficiently and sympathetically with open communication between the manager and employee.
- Each employee is entitled to fair and consistent treatment to a full and fair hearing in good time. No employee will be subject to discrimination.
- It is important to ensure that issues of conduct are not dealt with under this policy. The disciplinary policy will apply where misconduct or negligence are believed to be the causes and also where employees have demonstrated that they are capable of performing the job at the required level but choose not to do so.
- Management to identify capability issues and to take constructive action to rectify them. The employee will be entitled to state their case before decisions are reached and to challenge evidence against them.
- Be represented by a recognised trade union representative or accompanied by a colleague (who must be a company employee) at any stage of the Capability Procedure. Sufficient time-off will be mutually agreed for the chosen representative / companion to attend for the investigatory, capability and appeal hearings.
- Appeal to higher management in all capability matters.
- The Company recognises its responsibility to be supportive and provide training.

It is the objective of the company and unions to ensure that employees are aware of the company's capability procedure. Managers who implement the procedure and trade union representatives will receive training on its proper use to uphold its integrity. Managers in liaison with HR will ensure the Capability procedure is applied fairly, consistently and without delay.

The appropriate level of management will undertake capability hearings (including holding the authority to dismiss) and appeal hearings within each dnata station, as previously specified within the dnata disciplinary and grievance procedures.

Capability action against Trade Union Shop Stewards will not be embarked upon without reference to a Full time Trade Union Officer of the recognised union concerned. The full time official will be informed by the company in advance of any capability hearing.

All information regarding capability hearings will be kept confidential and only made available to those directly involved.

CAPABILITY POLICY - INFORMAL DISCUSSION

Where possible an informal discussion should be used to improve standards of performance. In many cases the right word, at the right time and in the right way may be all that is needed and will often be a more satisfactory method of dealing with capability rather than a formal hearing.

How should it be done?

- Discussions should be out of the hearing of other employees. It should be a two-way discussion, addressing any shortcomings in performance and encouraging improvement.
- Criticism should be constructive, and the emphasis should be on finding ways in which the employee can remedy any shortcomings.
- Listen to any explanation put forward by the employee.

- Where an improvement is required make sure that the employee understands what needs to be done, set realistic objectives with time scales. The employee should be advised if there is no improvement the next stage may be formal capability procedure.
- Consideration should be given to additional supervision / training or coaching.
- The manager should hold regular informal interim reviews with the employee to provide feedback on progress and encourage improved performance.
- Managers should complete the Performance Improvement form (PIP), and share the contents with the employee. It is important the employee recognises the shortfall in performance and is involved in seeking resolutions.
- Ensure the discussion does not turn into a formal capability hearing as this may unintentionally deny the employee certain rights, such as the right to be accompanied. If during the discussion it becomes obvious that the matter is more serious, the discussion should be adjourned. It should be made clear that the matter will be pursued under the formal capability procedure.

Outcomes of the informal stage

At the end of the review period, if it is evident that the required improvement has been made then the employee should be given positive feedback and reminded of the need to sustain this improved level of performance.

If there has been no or insufficient improvement as agreed on the PIP, or there is a further shortfall in performance, the formal capability procedure will be implemented and the employee will be requested to attend a stage 1 Capability Meeting.

FORMAL CAPABILITY PROCEDURE

If the employees' performance fails to achieve the objectives set as specified in the informal stage, it may be necessary to progress to the formal stage.

Stage One

An employee will be invited to attend a capability meeting. The notification will include the following information:

- Details of where, when & with whom the capability meeting will be held.
- The reason for the meeting, specifically setting out the reasons for commencing formal action.
- That a trade union representative may represent the employee or a work colleague may accompany the employee.
- A copy of the agreed Performance Improvement Plan from the informal stage.
- Copies of notes taken at the informal review meetings.
- Copy of the Capability Policy.

The employee has the right to representation at such a hearing. If the chosen representative is unavailable for the hearing, a further date will be agreed within seven consecutive days.

Conduct of meeting

All capability meetings should be conducted in a similar manner:

- The employee will have the right to a full, fair and non-discriminatory capability meeting.
- The manager will confirm any measures taken during the informal stage and how these have failed to improve the employee's performance. It is essential to give examples of how the employee has failed to meet requirements, rather than generalising.
- Provide the employee with an opportunity to explain / give reasons why the manager should not consider taking formal action or why their performance has not met the required standards.
- The manager should consider all mitigating circumstances, and adjourn the meeting if necessary.
- Adjourn the hearing at any time, normally by agreement.
- Both parties should discuss / agree the way forward. There will be three outcomes from this meeting:

    1. The employee will continue to be managed under the informal stage. Another PIP form should be completed with clear timescales and objectives. The employee should be advised if they do not meet the required standards within the set timescales, they will be progressed onto the formal stage.

2. The employee will be managed under the formal capability procedure. At this meeting, a PIP form should be completed with clear timescales and objectives. The employee should be advised if they do not meet the objectives/timescales, they may be progressed onto the second formal stage of capability.
3. No further action is appropriate.

- The meeting outcome should be discussed with the employee, and timescales agreed in the PIP. Where appropriate, adequate training and support should be provided and detailed in the PIP. A copy of the PIP must be provided to the employee after the meeting.

Review of First Stage Capability

Regular reviews should be held with the employee every two weeks within the set timescales. These should be objective and provide the employee with feedback on their performance and encourage improvement. The reviews will be held on a 1:1 basis and the employee will have not have a right to representation. If the employee wishes to be accompanied, no reasonable request will be refused. At this meeting the employee and manager should note the key points of the meeting and sign off the supplementary PIP sheet.

At the end of the review period, a formal review should be held with the employee. This should be in the same format as detailed in section 5.1.

If the employee has achieved their objectives, they should be advised at the meeting and informed in writing within five consecutive days of the meeting. If however, the employee has not achieved their objectives they should be informed they will be progressed onto the second stage of capability.

The employee will have the right to appeal against the decision made; this is explained in section 6.0 Appeals Procedure.

Stage Two

Stage two will follow a similar procedure to stage one. Employees should be invited to a meeting, and provided with at least five consecutive day's notice. They will have the right to be represented at this meeting (a similar process should be followed as detailed in section 5.1).

A PIP should be completed at the meeting with timescales and objectives to achieve. Adequate training and support should be provided to support the employee during this process. The employee should be informed if they fail to achieve their objectives, this could lead to dismissal.

At this stage, other options should be considered such as redeployment. This can only be achieved if the employee accepts there is a capability issue and they are willing to be considered for alternative work.

A formal review should be held at the end of the agreed timescale, which will have the following outcomes:

- If at the end of the review period the required improvement has been made, this will be confirmed to the employee. The manager will also confirm that the improved level of performance must be maintained and any subsequent lapse in performance may lead to action under the Capability policy being resumed, or being referred to the Disciplinary Procedure if appropriate.
- If the conclusion of stage 2 is that the employee's performance has not sufficiently improved and there is still evidence of incapability, despite the support and prior meetings held with the manager, it should be made clear to the employee that they will now be invited to a capability meeting at the final stage of the Capability Policy, which may consider terminating the employee's contract on the grounds of capability.

The employee will have the right to appeal against the decision made; this is explained in section 6.0 Appeals Procedure.

Final Stage Capability

The final stage of Capability must be conducted by a Business Manager or equivalent.

An employee will be invited to attend a capability meeting and be provided with at least five consecutive day's notice. The notification will include the following information:

- Details of where, when & with whom the capability meeting will be held.
- The reason for the meeting, and that a possible outcome of the meeting is dismissal.
- A trade union representative may represent the employee or a work colleague may accompany the employee.
- A copy of the agreed and signed Performance Improvement Plans from stage one and stage two.

- Copies of notes taken at both the informal and formal review meetings, and formal review meetings.
- A copy of the capability policy.

The employee has the right to representation at such a hearing. If the chosen representative is unavailable for the hearing, a further date will be agreed within seven consecutive days.

In the event that the employee believes that their appeal should be heard by a manager other than the manager proposed, then they should request that an alternative is offered.

At the meeting the employee will be provided with an opportunity to give reasons / explain why they have not met the required objectives / standard.

In coming to a decision the manager conducting the meeting will take into account the actions taken to improve the employee's performance to date, the impact and consequences of the poor performance, the results of the review period(s) and any mitigating circumstances. The possible outcomes may be: -

- no further action is required
- consideration of alternative work/redeployment - if this possibility has not been considered at an earlier stage, the manager may decide to explore possible redeployment opportunities
- Dismissal on the grounds of incapability

The employee will have the right to appeal against the decision made; this is explained in section 6.0 Appeals Procedure.

CAPABILITY POLICY APPEALS PROCEDURE

All employees are entitled to the right to appeal against any decision of a capability meeting. A decision on Appeal may identify any shortfalls on the process or recommend an alternative solution to the previous outcome.

The employee should submit an appeal against the findings of the Capability meeting in writing within seven consecutive days of the receipt of written confirmation.

The appeal will be heard within seven consecutive days of receipt of the letter of appeal unless otherwise agreed. The appeal will be heard by a more senior manager who has not previously been involved in the case.

Employees are entitled to be represented by a trade union representative or accompanied by a colleague (who must be a company employee) at any stage of the Appeal Procedure. Sufficient time-off will be provided for the chosen representative/ colleague to attend and prepare for the hearing.

Decisions of appeal hearings should be confirmed in writing and delivered either by hand (for which a receipt must be obtained) or sent by recorded delivery.

The decision of the appeal is final.

CAPABILITY POLICY TRANSFER TO THE DISCIPLINARY PROCEDURE

At any stage of the procedure it may be determined that the issue is no longer one of capability (a lack of ability) but one of conduct (the employee chooses 'not to'). In determining this, the manager responsible for the capability review must establish objective reasoning for such a decision. If such evidence is determined then the decision of that manager will be to transfer the matter to the disciplinary procedure.

In such cases the hearing will be adjourned to restate the charge to be answered and to allow time for the employee and their representative to prepare a suitable defence. The subsequent disciplinary will be held by another manager.

The hearing will recommence in due time as one of discipline following the dnata disciplinary procedure.

CAPABILITY POLICY AGREEMENT

Should circumstances arise that require statutory changes due to Corporate Governance or ACAS Codes of Conduct which prevent the exercise of this procedure other than those required to reflect changes in Company structure, the Company undertakes to raise the matter with the recognised trade unions with a view to reaching agreement.

BENEFIT SCHEMES

PART THREE

BENEFIT SCHEMES AND OTHER INFORMATION

TRAINING AND DEVELOPMENT

The Company is committed to providing high quality, appropriate and timely training and development for all employees, where appropriate, to ensure that the Company has people with the requisite knowledge and skills to achieve current and future objectives.

Training and development activities will be encouraged by the Company for the following areas:

a) Induction Training - to enable the employee to be able to perform his/her job to a satisfactory level and to introduce the employee to Company policies, procedures and practices as appropriate.

b) On-going training and development - to help the employee to improve performance in the current job or to assist in preparing the employee for future responsibility.

c) Training which is relevant to the general Company or mandatory e.g. first aid training, or firefighting training, or membership of professional bodies.

Training can take many forms, for example:

- in-house training programmes
- external training courses run by independent consultants
- visits to other companies within and outside the group
- job rotation
- Attendance at exhibitions, seminars etc.
- Correspondence courses, or classes or day release
- Reading articles and books

Where expenses are incurred, the Company will normally assist with the following:

a) course, conference or seminar fee

b) travel expenses

c) examination fees - first sitting only

For courses resulting in an external examination the Company will consider reimbursement of the expenses. Some specialist courses may attract re-payment on leaving the Company.

All requests for training must be submitted through your Departmental Manager.

It is particularly important that health and safety requirements are kept under regular review; any identified needs will take precedence.

Identified training needs will be recorded and contribute to an overall Company training plan and budget.

Individual employees will be encouraged to contribute to the identification of their own training needs and, if these are confirmed by their Manager, they will be recorded and included in the above plan.

All training activities must be recorded, with details in the HR record system.

At the end of any training activity, Managers responsible will evaluate the training that has been provided in respect of its delivery, and achievement of training objectives and costs.

JOB TRANSFERS AND PROMOTIONS

It is the policy of the Company to provide opportunities for employee promotions, where promotions are merited. Employees also have a responsibility to prepare themselves for promotions. The Company must also consider the stability of its workforce and feels that employees have an obligation to perform in the positions for which they were hired or promoted and trained for a reasonable period of time.

The Company reserves the right to refuse a request for a transfer if the employee has less than six months service, on the basis of suitability and will be subject to availability of that position.

All vacancies will normally be posted on Company Notice boards, staff intranet and an employee who wishes to be considered for a transfer or promotion should follow the application procedure as indicated on the Career Opportunity Notice.

Where an employee is offered a position (transfer or promotion) then the employee must be released to take up the new role within 4 weeks of the offer, unless operational demands necessitate a different time frame.

SECURITY OF PERSONAL PROPERTY

It is the responsibility of every employee to safeguard his/her own personal property whilst at work, and the Company cannot be held responsible for the loss of any personal effects, money, or valuables brought on to the premises. Where possible the company will provide lockers and or a lock to the rest room areas.

EMPLOYMENT WELFARE

The Company recognises the contribution made by employees to the overall success of the business objectives, and has a genuine concern for all employees' well-being.

If an employee has a problem or is worried over certain matters (whether or not the problem is related to work), he/she should feel free to speak to his/her Departmental Manager or an HR Representative in complete confidence. Sometimes the Company can only offer general support and understanding. On other occasions we may be able to offer practical assistance e.g. Employee Assistance Programme, counselling sessions, referral to Occupational Health, or mediation.

CHANGES IN PERSONAL DETAILS

Any changes in an employee's address, telephone number, marital status, number of dependants personal email etc., must be submitted to the HR Department in writing (a change of details form is available from your Line Manager, local Administrator, or HR Department). Any changes in bank details should be submitted to the Payroll Department in writing (or a change of details form completed). Employees need to check the monthly payroll cut-off date when changing their bank account details.

It is mandatory to advise your Departmental Manager of any driving endorsements and/or convictions in line with Airside Security regulations whether you drive airside or not. Employees are required to advise the Company of any criminal conviction which could affect the issue of an ID pass, or their ability to do their job. If a driving licence is withdrawn, and the employee is therefore unable to carry out the full range of duties required, they will be subject to a change in job, location, or their continuing employment will be reviewed. Failure to advise of these changes causes disruption hampers communication and may lead to employees breaking the law, therefore is a disciplinary offence.

CAR PARKING

Staff are required to park their cars in the areas designated by the Company, and are not permitted to use the spaces allocated to tenants.

For safety and security reasons, cars must not be parked on the estate roads where parking restrictions are in force.

Staff should ensure that their car registration number is notified to the local Administrator who will arrange the issue of a car permit, if necessary which must be displayed on the vehicle. Car park discs and barrier passes must be returned to the local Administrator when an employee leaves the Company or it is no longer required.

The Company reserves its right to charge for car parking passes and or remove them from the employee if the pass is not being used regularly.

GROUP LIFE SCHEME

The Scheme is for the benefit of all dnata contracted employees between the ages of 16 and 65 years. (Employees who are employed under other such contracts following TUPE transfers may have other provisions for which different rules may apply.

Eligibility

You will be included in the scheme from your first day of employment on which you are aged not less than 16 but less than 65.

When you first join you may be asked to produce your birth certificate, and if you have changed your name by marriage or other means, documentary evidence of such change is required. You will not normally be required to produce evidence of your good health but if this is necessary you will be notified.

Amount of Benefit

Your life assurance benefit from the Company following an employee's death is a lump sum equal to:-

a) for employees with two years, or more, service – four times your basic annual salary and

b) for employees with less than two years' service – twice your basic annual salary.

Payment of Death Benefit

Your life assurance benefit will become payable if you die while an employee of the Company before your 65th birthday, except as stated in the temporary absence section below.

The Company will decide who will receive the benefit and may pay it to one or more of your dependants, your relations, your estate and/or any other person, persons or Company's you have named to them in writing. To assist the Company in their decision you can tell them, in confidence, to whom you would like the money paid – a special form (life benefit nomination form) is available for this purpose which will be given to you when you join the Company. In the event of a change in your circumstances, or if you change your mind you should submit a further form cancelling the previous form. Any change of address of the person(s) named should also be notified. The lump sum is paid in this way to allow for prompt payment.

Leaving Employment

Your life assurance cover ceases when you leave the Company.

Temporary Absence from Work

If you are away from work due to illness or injury, you will normally continue to be covered for life assurance benefit, for any other reason this is limited to 36 months.

Other Information

You do not have to pay any contributions to the scheme as the whole cost is borne by the Company.

The scheme is set up by a Declaration of Trust and Rules, which legally govern member's rights, and copies of these documents can be examined on request.

For security the Company have decided to assure the benefits of the scheme under a group life assurance policy – details of the provider are available from the HR Department.

The Company expects the scheme to continue indefinitely, but reserves the right to modify or discontinue it at any time.

Reference in the leaflet to the Company shall be read as including such subsidiary or associated companies as dnata Ltd has agreed shall participate in the Scheme.

Full details of the scheme are available from the HR Department.

SHIFT SWOPS - STAFF GUIDELINES

The following guidelines will apply:

1. Shift swops will be allowed on the basis of a maximum of 2 days in one calendar month, i.e. 1st to end of month, with an annual maximum of 12 transactions (one transaction being the completion of both elements of the shift swop).
2. A shift swop form **must** be completed by both parties and passed to the Supervisor for approval. The swop will not be considered approved until the form has been returned to the employees concerned, duly signed.
3. Shift swops must be repaid within 30 days of the initial first swop.
4. Four working days' notice must be given of a swop.
5. The parties involved in the swop must be of the same grade.
6. Failure to report for the shift which they have agreed to cover will result in the withdrawal of this concession and the person not showing will lose a day's pay.
7. Rostered duties will attract the appropriate shift premiums.
8. Swops may be refused for operational reasons.

Abuse of these procedures will result in the withdrawal of the concession to the employee concerned for a period of 12 months, and could jeopardise this programme for all staff.

STAFF SUGGESTION PROGRAMME

Employees are encouraged to participate in the suggestion programme by submitting ideas which identify savings on time, expense or equipment within our facilities. Cash awards will be given commensurate with the savings attainable. Suggestion forms are available from Departmental Managers.

Suggestions should be submitted to the Business Manager for evaluation.

HEALTH AND SAFETY

PART FOUR

HEALTH AND SAFETY

Section 1

We take our responsibilities for your Health and Safety very seriously. Everyone in our organisation has a role to play in making our working environment a safe place to be. You are expected to 'play your part' in making dnata a safe place of work.

It is the duty of every employee to act responsibly and to do everything they can, to prevent personal injury to themselves and to others.

You may be familiar with the term 'Risk Assessment'. Identifying 'risks' and wherever possible eliminating or reducing those risks, is key to our overall strategy to improve safety in our business. Risk assessment will be carried out on an on-going basis and to be effective, it is essential that all of our employees co-operate in the risk assessment process.

Our approach to Safety is underpinned by our **Health & Safety Policy** which is detailed in section 2.

The specific roles and duties of all levels of management are detailed in the "**Arrangements**" which are detailed in full in section 2. Also in the Arrangements section you can read about a wide range of subjects from Manual handling to eye sight tests, from Information and training to Personal protective equipment (PPE).

We would encourage you to read the whole of Section 2 because it is provided to help you understand a wide range of topics in a little more detail. We understand that many employees don't always read the detail as contained in Section 2 straight away. We would prefer you did, but if you are one of those who defer the detail to a later date, then PLEASE read the 'ESSENTIAL GUIDE' as a minimum.

ESSENTIAL GUIDE:

If you see an activity that you believe is unsafe, then approach your colleagues immediately to stop that activity.

Report any circumstances that affect the safety of the operation to your supervisor or manager.

Remember it is not the policy of dnata to institute disciplinary procedures in response to reporting any incidents affecting safety. That said, in cases where it becomes apparent, that a dereliction of duty amounting to gross negligence has occurred, then disciplinary action could indeed take place.

All serious incidents are to be fully investigated. The purpose of any investigation is to establish the facts and root causes of the incident, with a view to preventing further occurrences. The investigation process requires the full cooperation of all concerned. It is not the intention to apportion blame or liability, but a robust process to establish the facts.

With regard to aircraft damage, please note that no matter how minor you view the incident it must be reported and every employee must cooperate fully throughout any investigation.

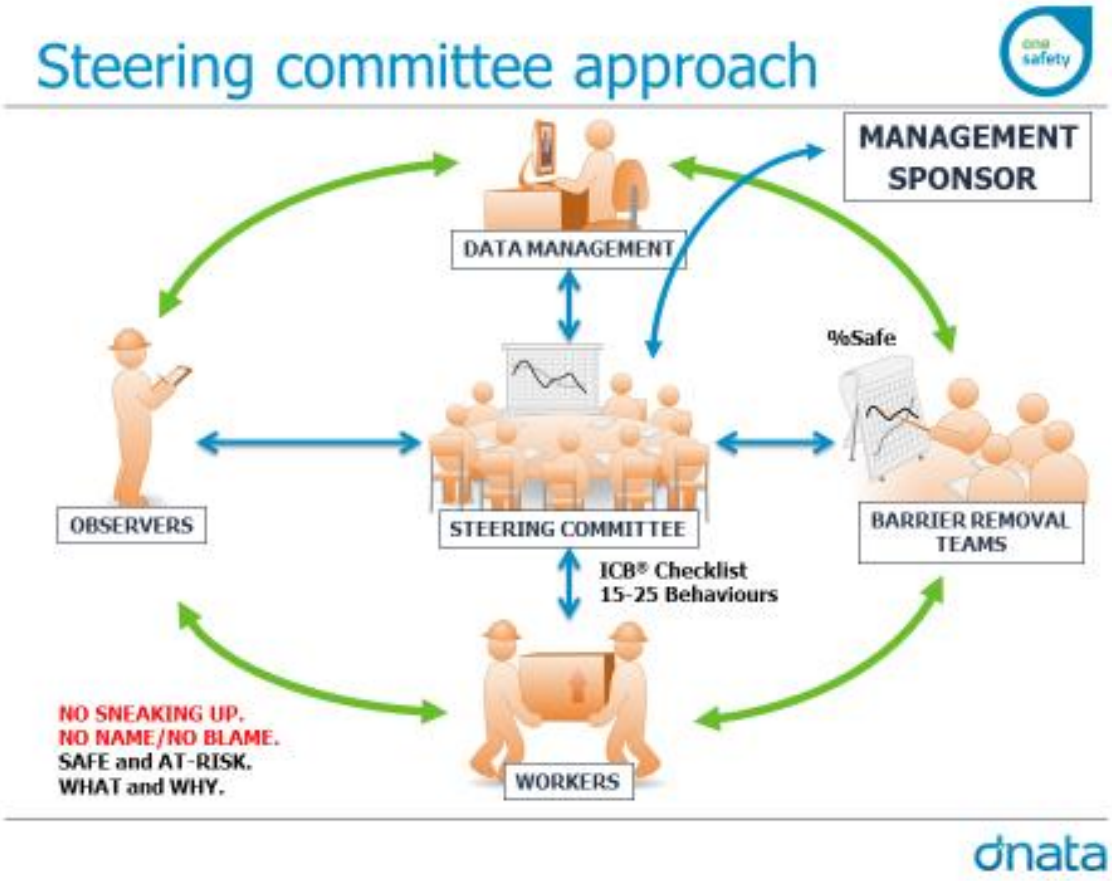
The overwhelming number of incidents that we have in our business are minor slip, trip and falls that affect individual employees. To help protect you, the company provides EU Standard personal protective equipment (PPE) free of charge. Generally this relates to gloves, overalls, safety shoes, safety spectacles, hearing protection, dependent upon your place of work. It is mandatory to wear your PPE whilst in the work place. Any ill-fitting OR damaged PPE will be replaced immediately once it is reported.

If you wish to report, or discuss something in complete confidence, then please contact the SVP in charge of safety directly, contact details are available on the staff intranet.

OUR APPROACH TO SAFETY

We believe that our staff should be at the very heart of our safety initiatives. After all, working in the operation on a daily basis provides our staff with the perfect vantage point to see what we do well and which aspects of our operation needs to improved.

To ensure that we have some structure to this approach, we have established a number of Steering committees representing all areas of our business. These steering committees have a pre-defined remit to monitor and observe the operational and current working practices. They provide invaluable feedback to our staff to re-enforce good practices and to council against poor practice. The steering committees are also encourage to make changes or make recommendations to improve processes. We call this 'barrier removal'. The local management teams work hand in hand with the steering committees to make sure the corrective actions are undertaken in a timely manner. As you will see from the illustration below, this process brings together many areas of our business, all committed to making dnata a safe place to work.



Section 2

HEALTH AND SAFETY STATEMENT OF POLICY

We, the Senior Management of the Group, in support of the Corporate Value of Safety, and acknowledging our accountability for safety, support and endorse this Emirates Group Safety Policy. In this way, we demonstrate our commitment to the maintenance and continual improvement of the levels of safety, and the development of a generative Safety Culture within the Group:

- We will ensure compliance with all regulations, standards, and best business practice applicable to each business area;
- We will ensure, through Safety Communication activities, that all Group staff and contractors are aware of this policy and its principles, and that feedback and communication on safety related issues is provided;
- We will ensure that all necessary human and financial resources are provided to ensure that this policy is fully implemented;
- We will ensure that all elements of the regulatory Safety Management System are implemented within the airline;
- We will ensure hazards and risks are identified and managed by appropriate means;
- We will actively encourage all aspects of safety reporting, within a non-punitive reporting culture, where acceptable standards of behaviour are established and promulgated;
- We will conduct analysis and investigation of all safety related reports and events, to ensure that effective corrective and preventive actions are implemented;
- We will ensure that the results of analysis, investigations, and safety oversight activities are distributed to maximise the safety benefits from their outcomes;
- We will ensure that all management and staff are aware of their responsibilities with respect to safety performance;
- We will ensure that the departmental Safety Performance Indicators and Safety Performance Targets are linked to this policy;
- We will review this policy periodically to ensure its continued relevance and effectiveness;
- We will, through the Safety Training Programme, provide all staff with safety training, appropriate to their role; and
- We will ensure compliance with local regulations, and implementation of industry best practice in the areas of Health, Safety & Environment and Fire Protection & Prevention.
-

Compliance with this policy is mandatory for all Group management and staff, and for our contractors and subcontractors.

HEALTH AND SAFETY ARRANGEMENTS PART 1

STATEMENT OF ARRANGEMENTS

In association with the General Policy Statement relative to Health & Safety, the following is a statement of arrangements to be observed throughout our facilities in the United Kingdom.

The Departmental Manager and all subordinate management members recognise that the maintenance of Health, Safety and welfare at work is a responsibility no less important than any other departmental function.

Members of Departmental Management will ensure that everything reasonable is done to prevent personal injuries arising from various processes and operations carried out in the department (either by dnata Ltd staff or outside contractors) and to maintain a safe and healthy place of work.

It is the duty of employees to act responsibly and to do everything they can to prevent personal injury to themselves and others. Although ensuring the implementation of this policy is a management responsibility it will rely heavily on the participation of those whose daily duties involve the operation of plant machinery and equipment in the facility(s). In particular the co-operation of all employees is sought in wearing of safety apparel, such as safety footwear, duly provided.

The Departmental Manager will be responsible to Head of Safety who in turn will be responsible to the CEO for the implementation of these arrangements and will consult with him as necessary on matters to do with departmental Health & Safety. The Departmental Manager will also consult with same where guidance may be required with industrial relations and legal ramifications of this policy.

The Departmental Manager will ensure that all employees receive training as may be appropriate in the safe operation of plant equipment and machinery in the facility(s) and that accurate records of such training are kept with the training department. He/she will ensure that all statutory, company or departmental regulations or codes of practice having regard to the safe operation of plant equipment or machinery are properly observed and that all required records are diligently kept.

The Departmental Manager will ensure that employees in his/her department are provided with and make such use of protective clothing, footwear and other apparel as may be necessary. He/she will ensure that any visitor and/or contractor to the department needing access to a hazard area has their own appropriate personal protective equipment (safety apparel) and are aware of its proper use and that any visitor is made aware of any specific safety procedures relative to the visit.

The Departmental Manager will ensure that all furnishings, fitments, tools, machinery, vehicles or other plant assigned for use in the department are maintained in a safe condition and that a procedure exists for any unsafe item awaiting repair to be marked and isolated so as to avoid inadvertent use. Where practicable items awaiting such repair will be isolated and stored in a locked area. Where dangerous items are beyond repair, the Departmental Manager will arrange for prompt disposal having regard to company procedures in such matters and the need to avoid items becoming re-used by dnata staff or any other person.

In the event that any employee or visitor to the department becomes unwell or is involved in an accident or dangerous occurrence (no matter how minor) the Departmental Manager will ensure that an accident report is completed forthwith and submitted without delay to the Health and Safety Officer.

If any such accident or dangerous occurrence is deemed to be notifiable, the Departmental Manager will ensure that the Health and Safety Officer is notified by the fastest means available. The Health and Safety Officer will then be responsible for notifying the Health & Safety Executive under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

The Departmental Manager will ensure that fire-fighting equipment provided in the department is maintained in good order, that fire hoses are used only for fire-fighting and that fire exits, staircases and corridors remain unobstructed at all times. He/she will ensure that periodic fire drills, including evacuation and testing of equipment are conducted. The Managers/Supervisors will ensure that an accurate record is kept of all employees on duty and all visitors to the department so that in the event of fire or other emergency all persons can be accounted for.

The Departmental Manager will ensure that any welfare facilities in the department are maintained in good order and supplied at all times with soap, towels (dryers) and other necessities. He/she will also ensure that any area provided for the consumption of food or any equipment for the cooking, preparation or storage of food is kept in a good hygienic condition.

The Departmental Managers will meet as frequently as may be necessary (but in any event not less frequently than quarterly) with the Manager TDD and accredited safety representatives in order to discuss matters associated with Health & Safety. A record is to be kept of the business conducted at all such meetings and of progress made in clearing outstanding items. Records of meetings must not be destroyed without reference to the CEO.

In consultation with the Health & Safety Officer, the accredited safety representatives and any other specialist advisers as appropriate, the Departmental Manager will ensure that safe systems of work are developed, recorded and followed in respect of any process which is not already the subject of company safety procedures.

The Departmental Manager will ensure that all building, carpentry, painting, electrical, plumbing and similar works ordered by his/her department are carried out only by competent tradesmen using tools and equipment appropriate to the work. Where outside contractors are engaged they must be of proper standing and must be made fully aware of safety rules for outside contractors on

dnata premises before commencing any work. If any permits to work are required for any works that are necessary, they must be obtained from the appropriate authority prior to commencement.

In operating these arrangements the Departmental Manager may see fit to delegate day to day responsibilities (in writing or otherwise) for their observance to subordinate members of management and or any other nominated competent person, although by doing so he/she cannot avoid his/her own accountability for departmental health and safety in any respect.

These arrangements will be placed into immediate effect from 1st March 2005.

The arrangements will be monitored by the CEO who will not less frequently than annually recommend any revision in the light of prevailing conditions or legislation to the Board of Directors.

DNATA – ARRANGEMENTS FOR HEALTH AND SAFETY PART 2

Arrangements - General

The arrangements outlined below refer to the objectives and organisation in relation to Health & Safety within dnata Ltd.'s facilities, drafted in accordance with the Company Policy statement. dnata Ltd undertakes to conform with all relevant and current standards of good practice in Health & Safety and further undertakes to keep matters of Health & Safety under continuous review.

All employees have a collective responsibility for Health & Safety and this is referred to in greater detail below.

1. Safety Arrangements

1.1 The Company Health & Safety arrangements relative to its activities lays down codes of practice and procedures for all dnata Ltd.'s facilities in the United Kingdom.

1.2 Each member of staff shall receive a copy of The Safety Policy and arrangements.

1.3 Each Supervisor shall receive a copy of the Safety Policy and arrangements so that he/she may familiarise and be aware of his/her management responsibilities either directly or as delegated by his/her Departmental Manager.

2. Objectives

2.1 To establish a safe and healthy environment throughout dnata and make it a safe and healthy place of work.

2.2 To establish and maintain safe and healthy working procedures among staff.

2.3 To ensure adequate instruction, training, supervision and information is provided for the health and safety of staff.

2.4 Through 2.1, 2.2 and 2.3 above to develop safety consciousness as a general objective.

To conform to legislation laid down by The Health, Safety at Work Act 1974 and further provisions which may from time to time be made under the act.

3. Organisation

3.1 dnata Ltd has an overall responsibility for Health & Safety in its facilities and has responsibility to see that all reasonable safeguards and precautions are taken.

3.2 To introduce all new members of staff to the Company safety policy and safety directives and to instruct each member of staff in regard to his/her individual responsibilities for health & safety. Furthermore, to ensure that each member of staff is familiar with the procedures for informing those above on matters of health and safety.

3.3 To provide oral and/or written, clear and precise health and safety instructions and warnings in regard to the safe operation of equipment and machinery and working procedures within the areas used by the employees

4 Responsibility

4.1 Departmental Manager

The Departmental Manager shall undertake the following responsibilities;

4.1.1 To supervise and ensure the implementation of the safety policy and arrangements.

4.1.2 To liaise with the appropriate staff representatives in regard to Health & Safety matters.

4.1.3 To report immediately to the Line Manager the receipt of any requirement notice which may be imposed by the enforcing authorities on his/her department or operation.

4.1.4 To ensure the provision and maintenance of appropriate safety records.

4.1.5 To investigate and determine the cause of accidents and dangerous occurrences and recommend procedures to prevent recurrences.

4.1.6 To ensure all staff receive a copy and are made aware of the safety policy arrangements and directives and such amendments which may from time to time arise or become necessary.

4.1.7 To ensure that copies of the safety policy, arrangements and directives are made available for inspection in their respective department.

4.1.8 Set out a programme for risk assessment to be carried out in his/her department by identifying the various tasks carried out in the department and producing prioritised list based on an initial assessment of risk from accident statistics and safety inspection/auditing results.

4.1.9 To include submissions to the company for safety equipment (to be included in annual budget estimates).

Risk assessment records will be maintained by the Departmental Manager in a way that allows all personnel to have access to the information relevant to them.

All general risk assessments will be reviewed at intervals of not more than one year. A more frequent review period must be set for tasks that involve significant risk. In the event of new or revised activities or new equipment a review of risk assessments must be undertaken.

4.2 Supervisor

4.2.1 To be responsible to the Company for the implementation of the Health & Safety Policy and arrangements within their department or operation.

4.2.2 To instigate investigations into any accidents or dangerous occurrences within the facilities and to report immediately the results of any such investigations to his/her Departmental Manager.

4.2.3 To ensure by regular inspection that all equipment and machinery within the facilities is properly maintained and safe to use and that appropriate procedures are laid down and maintained for the safe handling of dangerous commodities and their disposal where necessary.

4.2.4 To ensure that, all defects in work places are reported to the Departmental Manager and, are rectified.

4.2.5 To develop in consultation with the Health & Safety Officer, Departmental Manager, colleague Supervisors and Safety Representatives, a safe working environment.

4.2.6 To ensure that Health and Safety arrangements and specific issues are regularly discussed and included in departmental meetings at all levels.

4.2.7 To follow safe and healthy working practices and procedures.

4.2.8. To be responsible, for health and safety of employees in his/her charge.

4.2.9 To ensure that protective clothing and guards are available and used where deemed necessary by Company policy.

4.3 Safety Representatives

Where nominated, Safety Representatives shall be appointed to represent their work colleagues accordingly

4.3.1 By prior arrangement, receive time off during working hours to carry out their functions.

4.3.2 Be concerned only with health and safety matters as they affect employees within the facility(s) whom they represent.

4.3.3 Inform their Departmental Manager and the Health & Safety Officer in writing of any problems which they believe exist in regard to health & safety matters.

4.3.4 To assist in carrying out Risks Assessments as directed under the 'General statement of Employers Commitment to Risk Assessment.

4.4 Staff

All staff shall be responsible for adopting safe working practices in the normal accomplishment of their duties. Employees are expected to comply with their duties under section 7 of the Health and Safety at Work Act 1974 at all times. In particular the company expect

their employees to follow any safe systems of work and site rules that the company may introduce to protect their health and safety. If personal protective equipment is issued, then it must be worn at all times.

4.4.1 To accept personal responsibility for the health and safety of themselves and to ensure that their actions do not adversely affect the health and safety of others.

4.4.2 To observe safe and healthy standards of behaviour generally and to comply with specific practices and procedures and other instructions related to health and safety.

4.4.3 To use and not wilfully misuse, neglect, damage or interfere with equipment provided by the company for health and safety protection.

4.4.4 To immediately notify a Supervisor/Manager of any accident, dangerous occurrence or hazard.

GENERAL STATEMENT OF EMPLOYERS COMMITMENT TO RISK ASSESSMENT

The identification of hazards and the assessment of risks is a key part of this Company's policy and arrangements for safety. Risk assessment will be carried out on an ongoing basis and to be effective it is essential that all our employees co-operate in the risk assessment process.

Whilst it is not an assessment of people, dnata employees will be expected to explain their work activities and actions as part of the assessment process.

The Head of Safety will ensure all Departmental Managers are briefed on the risk assessment process and receive training.

The manager of the department will obtain support in the risk assessment process according to the task/processes being assessed. Resources include other managers, supervisors, coordinators, representatives of employee safety, operatives and Health and Safety officers.

The Departmental Manager will ensure that those involved in risk assessment are given enough time and adequate facilities to carry out the risk assessment programme.

HEALTH AND SAFETY OF EMPLOYEES ENGAGED IN MANUAL HANDLING

(in compliance with the Manual Handling Operations Regulations 1992)

To secure the health and safety of workers so far is reasonably practicable, dnata Ltd will, in consultation with all concerned.

1. Carry out an initial assessment of manual handling operations throughout the Company to identify high risk activities.
2. Endeavour to eliminate high risk manual handling activities wherever practicable

- by removing the need for the operation

- by automating or mechanising the operation

3. Where manual handling activities cannot be eliminated, each case consider carefully the task, the load, the working environment and individual capability.
4. Put in place a system of measures to reduce the risks associated with remaining operations based upon the results of the assessment, concentrating upon changes to the task, the load and working environment.
5. Ensure, wherever possible, that loads are marked with sufficient information to facilitate safe handling.
6. Provide general training on principles of manual handling for all employees engaged in such activities, outlining the risks to health and how they may be avoided.
7. The Company will give sufficient information, instruction and training as is necessary to ensure the health and safety of workers carrying out manual handling of loads. This provision will also apply to those persons not in direct employment, such as temporary staff.

Self-employed contractors and contractors working for another employer should be aware of their responsibilities under the regulations.

Personal Protective Equipment (PPE)

All personal protective equipment supplied and issued by the Company will meet the required EU standard and will be assessed for its potential impact on manual handling and other specialist operations. During the process of assessments, the equipment will be reviewed to ensure that it is fit for purpose, and a range of suitable sizes is available to cover the requirements of the workforce. Items explicitly considered will be;

Gloves

Overalls

Safety Shoes

Safety spectacles

Hearing protectors

Particular consideration will be given to the features that might influence grip on the load, damage due to loads or their contents, reduced communication, reduced visibility and likelihood to trip or slip.

Employees will be reminded to report any incidents where Personal Protective Equipment appears to impair their ability to handle loads, and of their duty to report any damaged or ill-fitting items. The Management will undertake to replace all damaged equipment immediately it is reported.

Rest Breaks and Job Rotation

Rest breaks and job rotation have the objective of preventing the onset of fatigue in muscles that are involved in manual handling. To achieve this objective the Company will endeavour to incorporate changes in activity into the working day for any manual handling operations which cannot have risks reduced sufficiently by changing the task or load variables and which the assessment has shown are likely to contain a high proportion of static muscle activity or require a high level of energy expenditure.

Employment Screening

A number of personal and medical factors are known to be related to risks associated with manual handling. It is in the interest of each employee that management be able to judge whether to allocate manual handling operations to that employee.

Nevertheless, some of the information will be of a personal nature. All information of this kind will be held in confidence by HR /Company Doctor/Occupational Health, and only the need for special care will be passed on to Supervisors.

HEALTH AND SAFETY OF EMPLOYEES ENGAGED IN THE USE OF DISPLAY SCREEN EQUIPMENT

(in compliance with the Health & Safety (Display Screen Equipment) Regulations

1992)

To ensure the health and safety of employees in so far as is reasonably practicable, the Company will;

Arrange self-assessment of each workstation, taking into account the display screen equipment, the furniture, the working environment and the worker.

Take all necessary measures to address any risks found as a result of the assessment or identified at any other time.

Take steps to incorporate changes of task within the working day, to prevent intensive periods of on-screen activity.

Review software to ensure that is suitable for the task and is not unnecessarily complicated.

Arrange for the free provision of eye tests at regular intervals and where a visual problem is identified.

Pay for spectacles if special ones (e.g. for the distance at which the screen is viewed) are needed and normal ones cannot be used.

Advise existing employees, and all persons applying for work with display screen equipment, of the risks to health and how these are to be avoided.

Information and Training

The Company will give sufficient information, instruction and training as is necessary to ensure the health and safety of workers who use display screen equipment. This provision will also apply to those persons not in direct employment, such as temporary staff.

Managers and Supervisors who are responsible for users of display screen equipment will also be given appropriate training.

Eye and Eyesight Tests

1. Pre-employment

The Company will arrange for an eyesight test to be carried out as part of a pre-employment health examination.

2. Job changes

Where an employee transfers, or is promoted or otherwise moved to a job involving the use of display screen equipment, he /she will be entitled to an eye or eyesight test. This entitlement also applies where display screen equipment has become a significant part of the work for an employee not previously considered as a regular user.

3. Regular eye and Eyesight tests.

Employees will be entitled to undertake an eye or eyesight test at regular intervals. These tests are specifically for users of display screen equipment. All such tests are arranged through a third party organisation approved by dnata. Employees should note that these tests are limited to an assessment of the visual capability needed to see the screen, and are not a substitute for regular and more comprehensive tests that may be carried out by a high street optician.

4. Visual discomfort

Where an employee experiences visual difficulties, and has good reason to believe that these may be caused by work with a display screen, the company will offer the opportunity for an eye or eyesight test.

5. Costs of testing

All agreed costs of eye or eyesight tests will be met by the Company, provided that the supplier has been approved by the Company.

Details available from HR Department.

6. Supply of Spectacles

Where it can be demonstrated that spectacles are necessary, specifically for the use of display screen equipment, the Company will contribute such an amount towards the purchase that will enable the employee to obtain a standard frame and lenses, or to use the contribution towards a more expensive model of their own choosing.

Details are available from the HR Department.

7. Care and replacement of glasses.

The employees will be personally responsible for the safe keeping of spectacles.

These are supplied in accordance with a statutory requirement, in the interest of health and safety. It is an offence to interfere with, or misuse, anything provided in the interest of health and safety. Employees are expected to show the same degree of care for spectacles as for any other item of company property. Anybody failing to observe this requirement may be subject to disciplinary procedures. Where there is a change to an employee's visual ability, and this results in a change to prescription requirements, the Company will bear this cost of replacement in accordance with the conditions outlined in section 6 above.

8. Rest Breaks

The purpose of a break from display screen work is to prevent the onset of fatigue. To achieve this objective, the Company will seek to incorporate changes of activity into the working day. There is no prescribed frequency or duration of breaks from display screen work. Wherever reasonably practicable, employees will be given the discretion to decide the timing and extent of off-screen tasks. Employees who believe that their workload at a display screen does not permit adequate breaks should bring this to the attention of management who will take appropriate action. Users of display screen equipment are encouraged, and will be expected, to take opportunities for breaks.

9. Radiation and Pregnancy

Employees using display screen are not at risk from radiation. Scientific research has concluded that such concerns are unjustified. No adverse health effects have been found to arise from the use of display screen equipment. Thus, there is no reason for a person who is pregnant, or is seeking to become pregnant, to avoid working with such equipment. The Company acknowledges that some employees may not be fully convinced by these assurances. It is recognised that, where an employee has a genuine concern, this can of itself contribute to stress and ill-health. The policy is therefore that any pregnant employee may request temporary transfer or a reduction in the volume of display screen work that they undertake. No guarantee can be given, however such requests will receive full and proper consideration, in conjunction with advice from the Company Doctor/Occupational Health and will be granted where this can be achieved without undue disruption to the Company's operations.

AIRSIDE SAFETY - REPORTING OF ACCIDENTS/INCIDENTS TO AIRCRAFT

It is the responsibility of every person employed by dnata Ltd to report any circumstances affecting safety.

Where a reported occurrence indicates an unpremeditated or inadvertent lapse, the Company hold the view that free and full reporting is the primary aim, and that every effort will be made to avoid action that may inhibit reporting.

It is not the policy of dnata Ltd to institute disciplinary procedures in response to reporting any incident affecting air safety. However, in cases where it becomes apparent that a dereliction of duty amounting to gross negligence has occurred disciplinary action could follow.

The purpose of any investigation of an accident or incident is to establish the facts and cause, and thereby prevent further occurrences. This process requires the full cooperation of all concerned throughout. It is not the intention to apportion blame or liability. Investigations will be the responsibility of the VP of that division.

REPORTING AIRCRAFT GROUND DAMAGE INCIDENTS

1.0 General Policy

1.1. It is the primary concern of dnata Ltd, in the interest of safety, to encourage the full and uninhibited reporting of any incident which might affect flight safety, including all aircraft ground damage incidents, however minor. It is the responsibility of every employee to report any circumstances of aircraft damage and to co-operate fully throughout any investigation.

2.0. Purpose of Investigations

2.1. The purpose of an investigation of aircraft ground damage incidents is to establish the facts and cause, in order to prevent further occurrence. The purpose is not to apportion blame or liability. Subject to paragraph 2.2 below, investigations will be conducted by the Departmental Manager who shall determine as quickly as possible the facts of the case, in order to initiate any necessary changes to procedures, operating or engineering standards, training syllabus, modifications of equipment or other measures. This process will take place whether or not other authorities decide to carry out their own investigation.

2.2. In the event of a 'Significant Incident', as determined in current Airfield Operational Safety Instructions i.e. OSI's or ASI's, the VP will appoint the investigator and be responsible for appointing the other members of the investigation team

3.0. Publication and Personal Privacy

3.1. It is the policy of dnata Ltd that the substance of any report following the investigation of a Significant Incident should be disseminated where possible and appropriate in the interests of safety. dnata Ltd will not, however disclose the name of the person or persons making the report, or of the person or persons to whom it relates, except to the authorities of the UK or unless required to do so by law, or with the consent of the individual or individuals concerned. dnata Ltd will, accordingly, take all necessary steps not to disclose to any third party the identity of the reporter or reporters or of those individuals in an occurrence.

4.0. Disciplinary Proceedings

4.1. It is the general policy of dnata Ltd not to institute disciplinary proceedings in response to the reporting of any incident of aircraft ground damage. Only in the rare circumstances where an employee has taken action or risks which, in the Company's opinion, no prudent employee with his/her training and experience should have taken, will dnata Ltd consider initiating such disciplinary action. The fact that the employee has fully complied with his/her responsibilities to report the circumstances and co-operated fully throughout any investigation will weigh in his/her favour in the Company's consideration of the matter. However, in the event of an employee failing to report aircraft ground damage that he/she has caused or discovered, he/she will be exposed to full disciplinary action.

5.0. Counselling and Support

5.1. It is dnata Ltd.'s' policy to provide counselling and support for individuals involved in a Significant Incident, for as long as it is deemed necessary or appropriate. The employee's management team, in association with the Company's HR Department, will ensure that this policy is applied.