# EMPLOYEE HANDBOOK

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1.0 INTRODUCTION

This handbook sets out the Company’s benefits, policies and procedures. They do not, however confer any contractual right and therefore the Company reserves the right to revise, rescind or supplement the contents of the handbook as necessary. The handbook is updated regularly and up-to-date copies are available on the Human Resources page of the Water Europe iNET.

Where individual terms and conditions of employment differ from those contained in this Employee Handbook they will be detailed in an individual statement. Any amendments will be notified to the employee.

Any matter relating to employment in the Company should be referred to the HR Department for advice or resolution.

2.0 CODE OF CONDUCT

All employees are required to read and understand the Code of Conduct in its entirety and submit their commitment to conform to its standards and provisions by completing the form at the end of the document, or by completing the Code of Conduct online. The Code of Conduct is available at: http://mybv/CodeofConduct/default.aspx. Please note that failure or refusal to return the commitment does not relieve employees of their responsibilities under the Code of Conduct.

2.1 Confidentiality

In line with the Company Code of Conduct all information, data, specifications, computer programs, drawings, documents and the like relating to the Company’s business, its clients, contractors or any organisation or person with which the Company has a business relationship must be regarded as confidential and must not be communicated to others without prior permission.

Nothing will however preclude an employee from making a protected disclosure of unlawful practice in accordance with and subject to the provisions of the Public Interest Disclosure Act 1998.

2.2 Professional Conduct and Gifts

In accordance with the Company Code of Conduct, no employee may, without disclosing the fact in writing to the Company, be a director or employee of, or hold an interest in or accept directly or indirectly any royalty, gratuity, commission, gift, service, discount or allowance from any company, organisation or person supplying or in a position to supply goods or services to the Company or the Company’s clients. Any substantial gift received should be returned to the donor or passed to some charitable cause (such as a hospital) and the donor notified accordingly in writing.
3.0 DATA PROTECTION

Black & Veatch is regulated by the Data Protection Act 1998. In order to ensure compliance, no computerised system involving personal data may be established, nor any personal data obtained, used or disclosed without the prior approval of the Company.

All employees are asked to read and sign the Consent to Processing & Transfer of Personal Data Form on joining the Company. This explains the data that is processed and transferred by the Company, within the B&V global database for normal business purposes.

Employees have the right to see the personal data that the Company holds about them and for that data to be corrected if it is incorrect.

4.0 HOURS OF WORK & TIMESHEETS

4.1 Hours of Work

Employee hours of work are as stated in the employee contract.

Employee working hours as a general rule will be 37.5 hours per week, with the exception of employees in the following job families and tracks who will be expected to work 44 hours per week:

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<td>PMT</td>
<td>(Construction Based PMs Only)</td>
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4.1.1 Office Working Hours - 37.5 per week (Monday to Friday)

Start and finish times are flexible, and vary between offices. In some instances flexibility may not be suitable and employees may be asked to work to specific start and finish times. Unless agreed otherwise with their supervisor, all employees will observe a core working period of 09.30 – 16.00 on each week day. A lunch break must be taken between 12.00 and 14.30, but may vary in length from 0.5 to 1.5 hours. Employees are expected to agree their start and finish times with their supervisor, and observe them consistently.

Employees are expected to be punctual and to keep to their agreed hours. If arriving late, the employee should explain the reason for lateness to their supervisor.

When critical to the Company’s needs, supervisors may require their employees to conform to particular working hours for a reasonable period of time.
4.1.2 Site Hours - 44 hours per week (Monday to Friday)
On site, the hours of work are those necessary for the proper completion of the work. Employees are expected to participate in any duty roster or shift-working arrangements found necessary by the site management.

4.2 Lunch Breaks
Lunch breaks are not included in working hours and are therefore not paid for by the Company.

4.3 Working Time Regulations
The Company complies with the Working Time Regulations, which state that employees who have not waived their rights may not work more than 48 hours per week on average over any 17 week period. If an employee foresees a need to exceed the working hours stipulated, a Working Time Directive Opt-Out Form must be signed. This form is available on the Human Resources page of the Water Europe iNET, or by contacting the HR Department.

4.4 Timesheets
All employees are required each week to enter via an electronic time sheet (ETS) system how their working time has been divided between projects. This is normally done on a networked PC but facilities are available for sheets to be submitted electronically from remote locations.

Projects are divided between those for which charges can be made to clients, revenue-earning or direct, and those for which charges cannot be made, overhead or indirect. Administrative, marketing and internal technical activities are given overhead project numbers. All working time must be allocated to a project number whether it is revenue-earning or overhead. All leave time of whatever type must also be recorded.

Employees should aim to get their timesheets in by Thursday evening, but it is essential that timesheets are entered and submitted each week by the deadline of noon on Friday.

To comply with the Working Time Regulations, all time worked must be recorded.

5.0 INVENTIONS, PUBLICATIONS AND SOFTWARE

Financial or other interests (including royalties) in or accruing from any invention made in the course of, or publication arising from, or software created from, employment with Black & Veatch are the Company’s property. Before employees take steps, which might give rise to any such interests, they are required to inform the Company’s Legal Department. The employee will be notified in writing whether and to what extent the Company waives its rights in this case.

On joining the Company, employees are required to inform the Company’s Legal Department of any invention, which is or may be relevant to the Company’s business, which they have patented or in respect of which they have applied for a patent.
6.0 JOINING THE COMPANY

Immediately upon joining, employees will be met by their supervisor for a brief induction. On their first day, new employees will be required to supply an income tax form P45 and documentary proof of their right to work in the UK. Failure to provide correct documentary proof will result in the employee not being able to start work with Black & Veatch until they can provide the appropriate proof.

If a P45 has not been supplied by the previous employer, the Payroll Department will be informed and the new employee will be asked to sign a P46. Emergency coding will be applied and the question of future tax deduction and PAYE coding will be taken up with the HM Revenue and Customs.

7.0 LEARNING & DEVELOPMENT

Learning and Development (L&D) is key to ensuring employees have the relevant skills, knowledge, and abilities in order to perform their duties and develop their careers with Black & Veatch.

It is important to consider how effective learning can help employees achieve a specific goal, in line with wider team/business goals and objectives. A wide variety of methods could be appropriate in order to achieve this, such as a course or conference, eLearning, experiential learning such as shadowing a colleague, structured reading, work based learning, project assignments, etc.

Taking individual ownership for learning needs will also help with career development planning. This will be an integral aspect of the Performance Blueprint process between the employee and their supervisor. Employees will need to agree any learning activity initially with their supervisor, and will need to complete relevant sign-off paperwork for activities such as courses and conferences. This includes agreeing learning objectives upfront. Following any L&D activity the employee and the supervisor will review/evaluate the outcomes, the employees’ goals and objectives.

The company has approved training schemes for those who wish to achieve membership of various professional institutions, which include the ICE, IMeche, IET, CIWEM, and RICS. The Company also operates a scheme for providing bursaries to employees who wish to further their academic study. Further details are available via the ‘Quick Links’ section on the Learning & Development page of the Water iNET.

This page can also be used to access news and information on a wide range of other L&D topics, in addition to information available on the Corporate site. The site will help you access relevant documents such as the training booking form, and will also keep you updated on L&D processes and initiatives.

7.1 Health & Safety Training

B&V Water Europe have a dedicated Environmental, Health & Safety Training Team (EHS). The team forms part of the Safety and Health Department and is based in the Redhill and Falkirk Offices. The EHS is responsible for co-ordinating all Environmental, Health & Safety training requirements.
An assessment of the core EHS training for each role has been undertaken and is set out in the EHS training matrixes. The process for identifying the training need, applying for courses, making bookings and post-course feedback is set out in C151 process flowchart. The Environmental/H&S Training Department is available to assist you through this process and answer any queries. Details are available on the Health & Safety page of the Water iNET.

8.0 NOTICE PERIOD

Unless stated otherwise in the letter of offer, the period of notice required from either side will be the greater of the following:

- for all employees, a minimum of 1 month. If the period of continuous employment is 5 years or longer, notice will be in accordance with statutory legislation, currently one week for every completed year of service, up to a maximum of 12 weeks.
- for employees in the following Job Families and Levels, 3 months

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<tr>
<th>Job Family</th>
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<td>ADM</td>
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<tr>
<td>CML</td>
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<td>SPC</td>
<td>6+</td>
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- for certain senior appointments, a longer period than 3 months may be agreed
- for certain short-term appointments (e.g. vacation student, fixed term contracts) a period less than 4 weeks may be agreed
9.0 OVERSEAS ASSIGNMENTS

The terms of employment of those working and living overseas vary widely from country to country and are normally set out in a new service agreement. When employees are offered employment overseas, they should make enquiries with the Project Manager and the HR Department as to the nature of the work and the working environment. The service agreement will cover salary, passage and leave entitlement, baggage allowances, arrangements for housing, transport, income tax, medical care and so on. During the period of overseas service and terminal leave arising from such service, the overseas agreement signed by the Company and the employee constitutes the contract of employment between the parties and the terms and conditions of this handbook will not apply.

To secure tax-free salary payments, IR Form P85 must be completed and returned to the Payroll Department.

Employees serving overseas who are paid from the UK must continue to pay Class 1 Social Security contributions for the first 52 weeks overseas. Thereafter, they may continue to pay Class 3 contributions if they wish — except in EU countries, Turkey, and some other countries where Class 1 contributions must be maintained. An up-to-date list of such countries can be obtained from the Payroll Department. Full details are available in the DSS pamphlet NI 38. Those wishing to continue making contributions or who have other enquiries should write to the Department of Social Security, Overseas Department, Newcastle-upon-Tyne, NE98 1YX, stating their National Insurance number.

Employees working overseas, and any members of their family who may be with them, must comply with local laws and take great care not to offend local social, religious or political susceptibilities. In addition they must not take part in any political activity. They are particularly warned that currency regulations in some countries impose restrictions upon the transfer of money. Individuals must make their own enquiries about the legality of any transfers they may wish to make and the Company will accept no responsibility in this connection.

9.1 Short Term Overseas Business Travel

Business expenses incurred as a result of short-term overseas business travel will be paid in line with the Company expense policy.

9.2 Kit Allowance

A Kit Allowance may be payable to any employee required to work abroad for a continuous period of at least 45 hours. The Kit Allowance is payable not more frequently than once every three years and details of the amounts currently payable may be obtained from the HR Department.
10.0 OVERTIME, STANDBY AND CALLOUT

10.1 Overtime

Black & Veatch recognises that there may be a need for some employees to work over and above their normal contractual weekly hours in order to carry out specific projects or work during busy times.

This policy aims to provide guidance to managers and employees on the operation of overtime, to ensure that it does not impact negatively on either the employee or the Company.

The policy outlines the overtime rates of pay applied to overtime worked and sets the eligibility criteria. It should be noted that there is no contractual entitlement to overtime working and that all overtime must be authorised in advance.

10.1.1 Exclusions

Standby arrangements are covered under section Standby and Callout Policy.

10.1.2 Employees Not Eligible for Overtime

The following employee levels indicate higher levels of management/supervision responsibilities by position, project or assignment and are therefore not generally eligible for overtime:

<table>
<thead>
<tr>
<th>Job Family</th>
<th>Levels</th>
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<tbody>
<tr>
<td>ADM</td>
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<tr>
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<td>All levels</td>
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<tr>
<td>CML</td>
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<td>IT</td>
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<tr>
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</tr>
<tr>
<td>SAM</td>
<td>5+</td>
</tr>
<tr>
<td>SPC</td>
<td>6+</td>
</tr>
</tbody>
</table>
10.1.3 Payment Conditions

Payment of overtime will be made for eligible employees if the following conditions are met:

- An appropriate director must authorise the undertaking of all additional hours worked in advance. If this agreement is not in place, then the additional hours worked will not qualify for an overtime payment.
- The normal working week must be worked completely, by full-time and part-time staff, before an enhanced payment will be made.
- Overtime will only be paid for periods of more than one hour in any day. After that, payment will be made for each completed period of 30 minutes worked.
- Claims must be submitted on a monthly basis by the 10th of the month, for overtime worked in the previous month, on the appropriate duly authorised claim form, which can be obtained from the HR Department.
- Forms should be sent directly to your relevant HR representative for final authorisation where a copy will be made and then sent directly to the Payroll Office.
- Payments will be made through the payroll and be subject to tax and National Insurance deductions.
- Overtime will not be paid unless it is entered on a timesheet.

10.1.4 Rates of Pay

For eligible site employees, weekday overtime is generally deemed to be consolidated into basic pay. In exceptional circumstances authorised overtime may be paid during the week and weekends at the following enhanced rates for an employee:

Monday-Saturday  hourly rate x 1.15
Sunday, Public Holidays  hourly rate x 1.25

Authorized overtime for employees working on NEECA projects is paid at the enhanced rates as outlined in the Environment Agency Schedule 4.

Overtime rates for employees seconded to site may be subject to special conditions detailed in their assignment letters.

10.1.5 Status of this Policy

This policy does not give contractual rights to individual employees. We reserve the right to alter any of its terms at any time although we will notify employees in writing of any changes.

10.2 Standby and Callout Policy

Black & Veatch recognises that there are some employees who due to the nature of their work, either as part of their contracted employment, or on a voluntary basis, may be required to work if called upon outside of normal working hours.

This policy aims to provide guidance to managers and employees on the operation of standby and callouts, to ensure that it does not impact negatively on either the employee or the Company.
The policy outlines the standby, callout rates and eligibility criteria and has been created to achieve a fair and consistent approach to both the level of standby allowances and compensation for additional hours worked. It should be noted that there is no contractual entitlement to standby or callout pay and that all such payments must be authorised in advance.

This policy is to address the disruption to work / life balance and address issues that relate to the Health & Safety of the member of staff, and in relation to the Working Time Directive.

Where a member of staff is either contracted or volunteers to be available for work outside their standard working pattern, appropriate breaks should be taken to ensure that an employee does not exceed the Working Time Regulations, unless opted out.

**10.2.1 Employees Eligible for Standby Payments**

Any site based employee who has been identified by a Project Centre Director or Project Manager as being required to standby to meet specific project site requirements will be eligible for a standby payment.

**10.2.2 Payment Conditions**

Payment of standby allowances will be made for eligible employees if the following conditions are met:

- The arrangement has been approved, in writing by the appropriate Director or Project Manager, in advance of the standby period. Standby payments will not be paid without approval
- The standby payment is calculated for each period the member of staff is on standby, irrespective of whether the member of staff is called out to work
- A standby period is calculated over a rolling 24 hours. Only one standby payment can be claimed over any 24 hour period
- Standby Payments are £25 per 24 hour period.

**10.2.3 Call-Out Payments**

An employee will be eligible for a call-out payment, if they are called out to a site or office outside of normal working hours.

Call-out payments are based on the company’s overtime policy and the time claimed for the call-out will be actual time, including travel time.

**10.2.4 Health & Safety**

It is the supervisors’ responsibility to ensure that:

- A member of staff who is called out has a suitable break before they start their next period of work. For further information refer to the HR Department
- They have sufficient staff available to resource projects where staff are available for standby duties
- Staff take at least a 30-minute break after a maximum 6-hour duration, this should be recorded against any claims for payment of additional hours
• Staff who may require a risk assessment under the Health and Safety guidance will be required to have this authorised by the Corporate Health and Safety representative.

10.2.5 Status of this Policy
This policy does not give contractual rights to individual employees. We reserve the right to alter any of its terms at any time although we will notify employees in writing of any changes.

10.3 Shift Work
Black & Veatch recognises that there are some employees who on occasion due to the nature of their work, or as part of their contracted employment, or on a voluntary basis, may be required to do shift work.

Additional payment for shift work will be determined by the project, timing (night or day) and length of shift required to complete the work. Shift work must be authorised by an appropriate Director and agreed in writing.

11.0 PERSONAL DETAILS
The HR Department should be notified of any changes that affect employees personally such as a change of address, marriage, birth of children, next of kin, or attainment of any qualifications. All changes must be made on a Personal Details Form, which can be found on the Human Resources page of the Water Europe iNET, or by contacting the HR department.

Employees who change their work location should inform the HR Department as soon as possible.

12.0 PLACE OF APPOINTMENT
The initial place of appointment is as stated in the contract or as reasonably required by the Company from time to time either on a temporary or permanent basis.

Employees who work on projects are required to be flexible regarding their place of work in order to meet the ongoing needs of the business.

The terms of employment in the UK and for short periods overseas from a UK place of residence are described in this Employee Handbook. On transfer to a new place of appointment any modifications will be notified in writing.

The terms of employment of those working overseas for periods long enough for them to reside overseas (with or without their families) will be described in an overseas agreement, which prevails over the terms in this Employee Handbook.
13.0 REFERENCES

All employment references should be directed to the HR department. Black & Veatch will provide confirmation of only basic details such as Job Title, Start Dates, etc.

References requiring confirmation of basic details for bank, mortgages, lettings etc will be provided by the HR Department within 48 hours, providing that an expressed consent form from the employee is provided.

14.0 RELOCATION

If an employee is required to relocate their family home to another location on a permanent basis for a new position or as a result of a transfer, they may be eligible for a relocation package, subject to specific conditions being met. A relocation package will be detailed in a relocation letter or letter of offer and will be subject to HM Revenue and Customs limitations.

15.0 RETIREMENT AGE

It is Black & Veatch’s policy that usually employees have an intended date of retirement on their 65th birthday. However, an employee has the statutory right to request not to retire. If a request is made in accordance with the relevant legal requirements then the Company will give careful consideration to the request, and may agree to continuance beyond retirement age if exceptional circumstances apply.

An employee will be notified of their intended date of retirement by the HR Department in line with the procedure detailed in the Retirement Policy, detailed in this Employee Handbook or by contacting the HR Department.

16.0 SALARY PAYMENT, INCOME TAX & SALARY REVIEW

16.1 Salary Payment

Salary is paid monthly on the 25th of the month for the whole of that month, i.e. partly in arrears and partly in advance, by credit transfer to a bank, building society or savings account specified by the employee and able to accept direct credits via BACS. A detailed salary advice is issued to the employee when the credit is made.

Black & Veatch reserve the right and the employee shall authorise the Company to deduct from salary any sums due to the Company including, without limitation, any over payment of salary or sickness, and any advances or loans made by the Company. In the event of such sums being due to the Company on the termination of employment, and if final salary payment is insufficient to allow for the whole of any such deduction, the employee will be required to repay the outstanding amount due to the Company within one month of the date of termination of employment.

Salaries and deductions are calculated by computer and are credited direct to the employee’s nominated account. Any change in pay or allowances should be received by
the HR department no later than the 5th of the month. Changes notified to the Payroll Department too late for inclusion in the current month’s calculations will be carried over to the next month.

Employees must inform the Payroll Department as soon as possible of any changes in their banking arrangements. Otherwise salary and expense claims will continue to be paid as previously instructed.

### 16.2 Income Tax

Any problems concerned with income tax (PAYE) may be raised with the Payroll Department or direct with the HM Revenue and Customs (HMRC) office concerned with the Company. Contact details of the relevant tax office can be obtained from HR or Payroll.

Shortly after the end of each tax year (usually with the April salary instalment) all employees are supplied with an HMRC P60 form, which shows total gross salary, and tax deductions in the year. This is an important document and should be retained.

The HMRC may ask the Company to confirm any information which an employee may have given about their salary, allowances, time spent abroad, and so on. Employees should, in their own interests, agree any information, which they give to the HMRC with Payroll, preferably in advance or as soon as possible afterwards. The Company makes an annual declaration in relation to benefits such as medical insurance membership and company cars, and employees receive a copy of this, normally as form P11D (which lists any taxable benefits received) for use in the self-assessment procedure.

The Payroll Department can indicate where information on current regulations and procedures for obtaining reduced NI deductions or a tax rebate may be obtained, but does not give advice on matters of personal taxation. Employees should seek their own advice from the local Tax Inspector or their personal advisors.

### 16.3 Salary Review

Salaries are normally reviewed annually, with effect from 1st April. A salary review does not, however, guarantee that any increase to salary will be implemented. Any increase to salary is entirely at the discretion of the Company.

### 17.0 SITE ASSIGNMENTS

#### 17.1 UK Site Assignments (for office based staff)

Due to the nature of Black & Veatch activities it is necessary on occasions for certain employees to work at locations in the UK other than their home office. Employees will be asked to undertake such assignments subject to their domestic and personal circumstances at the time. The Company will establish allowances and payments to meet the additional costs incurred and to reward the employee for undertaking the assignment in line with the UK Assignment Policy.

The Company may request employees assigned to a UK or Overseas site to have a health screen before they are assigned.
17.2 **UK Site Assignments (for site based staff)**

The Company operates a system of subsistence allowances for qualifying staff. The basic subsistence allowance is available to qualifying employees necessarily living away from home. The supplementary allowance is an additional allowance available to qualifying employees living and renting accommodation in ‘high cost’ areas (as determined by the Company from time to time).

18.0 **WORK-LIFE BALANCE**

Black & Veatch supports alternatives to full-time work in the workplace. Our objective is to be as flexible as is reasonable in meeting the needs of our employees. Normally this is arranged on an individual basis since individual needs are different. Arrangements may include flexible hours, agreed part-time hours with extra hours as worked, home-working, day release and study leave. Proposals for taking up any of these options should initially be discussed with the employee’s supervisor.

18.1 **Home Working**

Employee’s who have the agreement of their supervisor and director to work from home, must have a conducive working environment with suitable facilities and equipment to enable them to work effectively at home. In addition they must complete a [Homeworker Workstation Assessment Form](#) available from the Health & Safety documentation of the Water Europe iNET, and obtain authorisation from their supervisor before home working commences.
19.0 CARS

If an employee is eligible for a Car Allowance or has an existing Company Car, the value of the allowance and scheme rules will be outlined in the letter of offer or subsequent written variation of contract and will refer to the Car Policy.

All drivers on company business must comply with the Company Drivers Handbook, available on the Administration page of the Water Europe iNET.

19.1 Use of Private Car on Company Business

If an employee is not eligible to participate in the Car Allowance/Company Car Scheme, they should use a Company vehicle or public transport for business travel where practicable. Alternatively, they may use their personal car or motorcycle on Company business and claim a mileage allowance, provided that:

- it is not a long journey that may impair safety, health or job performance
- the journey has been authorised, and
- the vehicle is suitably insured for the purposes of the journey.

Mileage allowances are reviewed regularly in line with HM Revenue and Customs guidelines. Current rates are available from the Finance Expense Policy.

20.0 EMPLOYEE ASSISTANCE PLAN

Black & Veatch recognises with ever increasing pressures at work, at home, and in personal relationships, there are times when it seems difficult to balance the demands of everyday life. We recognise the need to care for our employees well being and an “Employee Assistance Programme” (EAP) has been introduced to help support employees and their families resolve life’s problems.

The EAP is totally confidential and if long-term referrals are required, they are coordinated with the medical plan. Topics include stress associated with relationships, work and career issues, financial and legal difficulties, health, bereavement, addiction, child and elder care and a variety of other Work Life situations.

The EAP offers:

- up to six sessions for short term counselling and referral
- unlimited telephone counselling
- 24 hour crisis hot line
- on-line access to information/services
- legal and financial services.
21.0 HOLIDAYS

Annual holiday entitlement for employees is 25 days per annum. The holiday year runs from 1st January to 31st December.

Annual holiday entitlement for employees joining during the year will be calculated pro rata to the number of weeks of employment.

Annual holiday entitlement is additional to the 8 statutory holidays. The following Public Holidays in England and Wales are recognised by the Company:

- New Year’s Day
- Good Friday
- Easter Monday
- May Day
- Spring Bank Holiday
- Summer Bank Holiday
- Christmas Day
- Boxing Day

The following Public Holidays in Scotland are recognised by the Company:

- New Year’s day
- 2nd January (or day in lieu)
- Good Friday
- May Bank Holiday
- Spring Bank Holiday (regional dates apply)
- Summer Bank Holiday (regional dates apply)
- Christmas Day
- Boxing Day

Part-time employees will receive a pro-rated entitlement to annual and public holidays, this will be detailed in the letter of offer or under separate cover.

Taking of holidays during the first two months of employment will not be permitted unless agreed with Black & Veatch before employment commences. Employees must make all reasonable efforts to take their holiday during the year.

Carrying forward of holiday to the next year requires the permission of the employee’s supervisor and Department Head, and in no circumstances may exceed 5 Working Days, and should be taken by April of each year.

Local practice varies in the closure of offices between Christmas and New Year. The Company reserves the right to nominate 3 days of annual holiday entitlement over this period.

The approval of the relevant supervisor to the proposed period of absence must be obtained before holiday bookings are confirmed. Leave periods should preferably not exceed ten working days at a time and should be properly entered on a leave chart. As much notice as possible should be given to major leave requests. In all cases, the notice period shall be at least twice the length of the period of leave requested.

The company reserves the right, at a time of extreme operational need, to require that a leave period be deferred.

The timing of holidays taken by site employees may be subject to the demands of construction work and the approval of the Client.

Employees leaving the Company will be entitled to the balance of leave due but not taken (calculated to the nearest whole day) or to the equivalent amount in salary. Leave due shall be calculated pro-rata to the employee’s completed service in the leave year. The company reserves the right to deduct the cost of any leave taken exceeding the pro-rata entitlement at the time of leaving.
21.1 Holiday Entitlement during Sickness

Sickness absence, which occurs prior to a planned holiday and continues into a pre-booked holiday, will be treated as holiday on the due date, unless the employee concerned reaches an agreement with their supervisor to reschedule the holiday. Any sick leave taken on a public holiday cannot be taken as rescheduled holiday at a later date.

22.0 INSTITUTION SUBSCRIPTIONS

Employees who have the necessary qualifications are expected to become and remain members of relevant professional or technical Institutions or Societies at the appropriate level.

Black & Veatch will reimburse employees who are on the UK payroll and are employees of the Company at the time the subscription falls due:

- the cost of subscription to not more than 2 Institutions, which must be a chartered engineering institution or of similar standing for other professions
- fees for transfers from one grade of membership to another at rates appropriate to normal progression through the Institution but not at any enhanced rate arising from such causes as late entry or examination failure
- registration and examination fees for Graduates (if successful)
- enrolment and examination fees for Engineering Trainees on a recognised course approved by the company.

In all cases, payments to the Institution(s) shall be made direct by the individual concerned and reimbursement claimed by completing the Claim for Reimbursement of Institution Subscriptions form and submitting it together with copies of invoices or receipts. In no circumstances will the Company correspond or deal with Institutions about individuals’ subscriptions.

23.0 MEDICAL INSURANCE

Black & Veatch operates a group scheme providing medical insurance for specialist referrals and hospital treatment in accordance with their rules. This is currently insured with BUPA but the provider may be changed if the Company so decides.

International cover is provided for all employees residing overseas on long-term agreements: cover is provided to employees, their spouses and children on a high scale, and will be paid for by the Company. Application for cover must be made on the appropriate form before proceeding abroad.

BUPA Premier Network is available for all employees, of whatever grade, who apply to join. The Company pays the subscription for the employee member at a high level of benefits on the scale for provincial hospitals. Employee members can elect to increase the subscription to cover spouse/long term partner and/or children, at their own expense. Full details and all forms can be obtained from the HR Department.
24.0 PENSION, LIFE AND PERMANENT HEALTH INSURANCES

Employees aged 18 and over, may apply to join the Black & Veatch (UK) Stakeholder Defined Contribution pension scheme. Full details of this scheme are contained in a booklet, issued on joining the Company. Further copies are available from the HR Department.

Unless excluded with the permission of the Company, or ineligible by reason of age on joining, all employees will be included in the Group Life and Permanent Health (income protection) Insurances. The benefits payable under these insurances are as follows:

- **Life insurance** cover of four times UK base salary
- **Permanent health insurance**, providing a benefit of half UK base salary initially, with inflation protection according to scheme rules. Claims may be submitted to coincide with the end of company sick pay (see below). For certain low salaries the maximum benefit may be limited by Government regulations, and there is a cap applicable to all claimants in the policy document.

Payment will not commence until 26 weeks after the commencement of absence from work due to the disabling illness and is contingent upon permanent residence being taken up in the UK.

Benefit for part-time employees on an agreed long-term part-time basis will be calculated on the part-time salary.

Employees aged 70 or over will not be eligible for Permanent Health Insurance. Employees over 65 will be required to complete a health questionnaire and be medically underwritten.

The Company reserves the right to withdraw these benefits if it becomes impossible to insure a particular employee, and the right to dismiss the employee, even if this would have the effect of depriving the employee of benefits under such schemes.

These details are a summary only. Full particulars of the policy conditions are available for inspection in the HR Department.

25.0 SERVICE AWARD PROGRAMME

Black & Veatch’s Service Award Program is designed to recognise employees for their loyalty to the company. Eligibility for an award begins in the calendar year in which the employee will complete 5 years of service, and service awards are given every 5 years thereafter.

When an employee becomes eligible for an award they will be contacted by the service award provider and asked to select a gift from the on-line brochure. The selection is then emailed by the employee to the provider, and gifts are then forwarded to the employee’s home address.
26.0 SICKNESS

An employee absent from work owing to sickness or disability must take the following action:

- The absentee must arrange to inform the relevant Line Manager or Project Manager as soon as practicable and continue to keep the Company informed of the progress of the illness, particularly during the first few days of absence. Employees working on a site should inform their Resident Engineer or Site Manager, who should pass on the information.

- For periods of sickness of one to seven calendar days, a Company Certificate of Sickness (self-certificates) must be completed immediately upon return to the office. The certificate must cover the whole period of absence and should be sent to the HR Department.

- For periods of sickness exceeding seven calendar days, a doctor’s certificate must be obtained and forwarded to the Company’s HR Department (not the DSS) at weekly intervals. A final certificate must be supplied on return to the office. A self-certificate of sickness must also be completed immediately upon return to the office in respect of the first seven days of absence only. Employees who wish to return to work before the expiry of the doctor’s certificate may do so provided a doctor’s signing-off certificate is held.

In cases of recurring absences of short duration, the Company reserves the right to demand medical certificates for single days and to call for a medical report by the employee’s doctor or by the doctor appointed by the Company.

Company sick pay (26.1) shall be deemed to include SSP (Statutory Sick Pay) for the first six months of sickness absence. Thereafter the employee must claim long-term sickness benefit from the State.

26.1 Scale of Sickness Payments

<table>
<thead>
<tr>
<th>Period</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>During the 1st year of service:</td>
<td>Full pay during the first month of the period of inability to work (PIW) and half pay for up to a further five months (six months in total), if disability is prolonged.</td>
</tr>
<tr>
<td>During the 2nd year of service:</td>
<td>Full pay during the first two months of PIW and half pay for up to a further four months (six months in total), if disability is prolonged.</td>
</tr>
<tr>
<td>During the 3rd year of service and thereafter:</td>
<td>Full pay for the first three months of PIW and thereafter up to three months on half pay if disability is prolonged.</td>
</tr>
</tbody>
</table>

In assessing entitlements, sickness absence will be aggregated and the all absence occurring in the last twelve month period will apply.
27.0 AUTHORITY FOR EXPENDITURE

Overhead expenditure (that is, expenditure not chargeable to specific fee-earning projects such as training, stationery, travel etc) is the responsibility of designated individuals who control the relevant budgets.

The procedure for initiating and checking expenses will follow the rules laid down by the Procurement and Finance Departments.

Project Managers and Commercial Managers are responsible to their Project Directors for approving all proposals for project expenditure, that is expenditure which is chargeable to a specific project, whether recoverable from a client or not. Project expenditure must always be authorised in line with the authorisation matrix.

Where possible, arrangements should be made for items of recoverable expenditure to be charged directly to the client.

Purchases should be made only from those suppliers with whom Black & Veatch has an account. Where goods and services are required from a supplier with whom the Company does not have an account the relevant procurement procedures need to be followed. Advice on this subject can be obtained from the Finance Department and the Procurement Manager.

28.0 COMMITMENT TO COMMUNITIES

Europe’s C2C Committee (otherwise known as the Commitment to Communities Initiative Committee) is one of four regional contribution sub-committees (the others cover the Americas, Asia and the Greater Kansas City Area) that report to the Charitable and Educational Contributions Oversight Committee (CECOC) in support of Black & Veatch’s global charitable programme.

The programme seeks to improve and sustain the quality of life in communities touched by the Company through contributions by the Company and community involvement by the Company employees.

The role of Europe’s C2C Committee is to

- Define overall regional contribution directions and priorities and make recommendations to the CECOC steering committee
- Recommend the specific charitable and educational areas, causes and activities that would be supported in the region and the recipients of the contributions that will be made
- Provide an annual report of all planned and committed regional contributions and the status of those contributions

29.0 Collections

Collections for charity and sponsorship, or for special events such as leavers, retirement and marriage should only be made with the prior consent of the appropriate manager.

When making a collection, please do not exert undue pressure on colleagues to contribute.
30.0 ENVIRONMENTAL POLICY

Black & Veatch has a high level commitment to improving environmental performance in all its areas of work, including the activities of its sub-contractors and suppliers. The Company operates an environmental management system compliant with ISO 14001 which is subject to third-party certification. Full details of the system are given in the Environmental Manual and associated documentation. The Company’s Environmental Policy Statement is available in the Company’s Procedures & Guidance documents on the Water Europe iNET.

31.0 EXPENSES

All expenses incurred whilst on Black & Veatch’s business must be accurately accounted for on an expenses claim form. Expenses claims are checked by the Finance Department and may also be scrutinised by our, or our clients’, auditors.

All expense claims shall follow the requirements of the Travel and Expenses Reimbursement Policy issued by the Finance Department. This policy can be found in the Company’s Procedures & Guidance documents on the Water Europe iNET, or the Finance page of the Water Europe iNET.

32.0 EYE CARE TESTS

Black & Veatch provides Specsavers vouchers for the eyesight tests of employees who are users of display screen equipment and who request a test. In addition this voucher entitles the employee to £30 towards the purchase of a pair of spectacles, should they require them solely for the use of display screen equipment.

Employees who wish to request an eyesight test should contact the HR Department for a voucher. Repeat tests will be provided at a minimum of every two years, or at appropriate regular intervals, if requested.

33.0 FIRST AID PAYMENTS

Black & Veatch welcomes employee volunteers to be trained as First Aiders. Company appointed fully trained First Aiders will receive a payment of £300 per annum, paid on a monthly basis through payroll.

34.0 HEALTH & SAFETY

34.1 Safety at Work

Black & Veatch Ltd (BVL) has set a target of achieving ZERO incidents and injuries across all of its business operations. BVL believes that zero incidents and injuries are achievable by promoting and maintaining safe behaviours by everyone on its sites and in its offices.
The management of health and safety is an integral part of all BVL’s operations. The Health and Safety Policy sets out the Company’s commitment to maintaining the health, safety and welfare of employees and others who may be affected by BVL’s operations. The policy and management system satisfy the requirements of the Health and Safety at Work etc Act 1974 and other relevant statutory provisions.

Risk assessments are required for all work activities. For guidance on specific office (including home working) and construction activities refer to the relevant health and safety procedure.

The Health and Safety Manual describes BVL’s health and safety arrangements and the roles and responsibilities of various staff members in relation to health and safety. The Manual also includes a listing of the various procedures relevant to health and safety matters along with details of the Company’s Health and Safety Golden Rules. The Golden Rules set out the acts resulting from at-risk behaviour that will not be tolerated at any time.

A copy of the Policy and Manual is issued to each employee on joining BVL. The Manual and other documents are periodically updated, current versions are accessible via the Company’s Procedures & Guidance documents on the Water Europe iNET.

An extract from the Health and Safety Manual relating to the responsibilities of employees is included here:

Employees at every level shall:

- be aware of the content of the BVL health and safety policy and associated procedures, as appropriate
- co-operate in complying with the requirements of the policy and procedures
- comply with health and safety rules including Health and Safety Golden Rules
- act with due care for the health, safety and welfare of themselves, their colleagues and other persons
- comply with the requirements of safe system of work, including risk assessment, method statement, permits etc that are prepared for safe working
- comply with instructions (written or oral) and procedures that are issued from time to time for safe working and use properly the personal protective equipment (PPE), safety equipment and safe systems of work provided (PPE will be provided free of charge to employees)
- not commence or carry out any unsafe activity
- report any breach of policy, unsafe act or condition
- report to their line managers any defect in plant, structure, equipment, PPE or safety procedures that come to their notice
- ensure they are familiar with the first aid and emergency arrangements for their work place
- report to their line managers all accidents or incidents, which have led, or might have led, to injury or damage and then co-operate with any investigations undertaken to prevent accidents or their recurrence.
BVL encourages the involvement of employees to help in instigating, developing and carrying out measures to protect their own health and safety and that of others.

BVL authorises any of its employees to stop any process, operation or activity that they believe could result in injury or property damage.

Any employee found to be engaged in, authorising or condoning any unsafe process, operation or activity will be dealt with under the Company Disciplinary Procedure as having committed gross misconduct and may face instant dismissal. Anyone who breaks a Golden Rule (listed in the Health and Safety Manual) will be removed from site and subject to the Company’s Disciplinary Procedures.

34.2 Drugs and Alcohol

Black & Veatch is committed to maintaining a safe, healthy and secure working environment for its personnel and to protect BVL’s property, equipment and operations. It is recognised that this safe environment may be put at risk by those who misuse alcohol or drugs to the extent that this may affect their health, performance and conduct at work. The misuse of alcohol and drugs is totally unacceptable.

Employees shall not report for work if they are under the influence of alcohol or controlled drugs. Any employee at work found to be under the influence of alcohol or controlled drugs, or in possession of controlled drugs, will be dealt with under the Company’s Disciplinary Procedure as having committed gross misconduct and may face instant dismissal.

Staff working on the premises of a Client or another organisation must comply with any additional requirements defined by that organisation.

34.3 Drugs and Alcohol Testing

The purpose of testing is to ensure employees are competent and safe to perform their tasks. It is not to control employees’ off-duty behaviour that has no impact on their performance at work.

Black & Veatch reserves the right to conduct testing for cause (where BVL has reason to believe that an employee is under the influence or unfit because of alcohol or drugs at work) and following an unsafe act or omission, a near miss, an incident or an accident.

Black & Veatch reserves the right to conduct random testing of employees in safety critical roles on construction sites, at intervals to be defined by Black & Veatch.

The Company Drugs and Alcohol Policy sets out arrangements for testing.

34.4 First Aid Provision

There is first aid provision on construction projects and in office locations, including the availability of trained First Aiders and first aid equipment.

The First Aid Guidance Document provides further details of the duties of First Aiders, including arrangements to cover absence and routine duties.

34.5 Occupational Health

It is the policy of BVL to take all reasonable steps to prevent work-related ill health, and to support and promote the general health and well-being of its employees. BVL subscribe to
an Employee Assistance Plan for all employees. For more details refer to the Human Resources page of the Water Europe iNET, or contact the HR Department.

Activity-based occupational health requirements are set out in the relevant health and safety procedure.

Employees must take all reasonable precautions to ensure that they do not, by reason of ill health or incapacity, cause hazards to themselves or others. Employees who foresee that, because of some chronic illness or disability, they cannot carry out certain duties without risk or injury to the health of themselves or others must inform their line manager and must, if requested, undergo a medical examination.

Employees who suffer from a health condition (such as diabetes or asthma) which could result in their being overcome while at work and requiring urgent first aid assistance should inform the local First Aider and at least one colleague so that, in the event of an attack, appropriate aid can be provided without delay.

35.0 INTERNAL COMMUNICATIONS

Professionals have a number of ways to find out what’s happening within Black & Veatch Water Europe. Forum is a quarterly on-line and print publication covering project, people, business and social news. A link to the on-line version of Forum is emailed to all professionals, and printed copies are distributed within the coffee areas, regional offices and sent to those who cannot access the on-line version. Latest weekly news stories are published under the ‘This Week’s Featured Story’ and ‘News & Announcements’ sections of the Water Europe’s iNET homepage, and updated every Wednesday.

To share news about activities across all of the Company’s operating regions and business lines the company publishes the monthly Foundation newsletter. Like a link to the on-line version of Forum, Foundation is emailed to all professionals, with printed copies also being made available. The corporate iNET, also covers news from across the entire business, while B&V Water’s iNET (Waterweb) looks mainly at the activities of the water business in the USA. The Company also publishes Solutions to inform its clients about the business’ activities globally. Solutions is published every quarter and mailed directly to clients.

36.0 IT ACCEPTABLE USE POLICY

Extracted from the HR Personnel Policies and Procedures Manual Section 4AD IT Acceptable Use Policy (12/13/02).

This IT Acceptable Use Policy establishes guidelines for the acceptable use of Black & Veatch computing resources by Black & Veatch employees, contractors, clients, and partners. The purpose of these instructions is to ensure that all the Company employees use the Company’s computing resources in an effective, efficient, ethical and lawful manner. These policies shall be applied throughout the Company its subsidiaries (hereafter referred to as the "Company").

These instructions shall apply even when the Company resources are used to access remote resources or vice versa. In these instances, there may be additional requirements established by the owner of the remote resources.
36.1 Definitions and Acronyms

Company computing resource(s) – any computer, computer peripheral, server, network appliance, or network component provided or supported by the Company. This includes project and client dictated stand-alone systems.

IT – Information Technology

IT Department – Group specifically designated by the Chief Information Officer (CIO) to implement and maintain IT initiatives in accordance with defined Business Practices, Corporate Instructions, Policies and Procedures. Adjunct members of the IT Department include PC Liaisons as well as other persons designated by the Presidents of each division and authorised by the CIO.

Internet – The worldwide network of computers communicating via an agreed upon set of Internet protocol.

Intranet – A private network inside a company or organisation that uses the same kinds of software that you would find on the public internet, but that is only for internal use.

User(s) – refers to any person or group of persons who has been granted access to any Company computing resource and/or has been assigned a Company owned computer. This may include Company employees and Contingent Workers.

36.2 Acceptable Use Statements

36.2.1 General

- All assigned Company computing resources and software are the property of the Company. Hardware or software may be removed or replaced at the Company’s discretion to effectively manage its resources.

- Users are directed to report any weaknesses in Company network security and any incidents of possible misuse or violation of this agreement to the Help Desk. The Help Desk will accept anonymous calls.

- Users shall not purposely engage in any activity with the intent to: harass other Users; degrade the performance of systems; deprive an authorised user access to a Company computing resource; obtain extra resources beyond those allocated;
circumvent Company computer security measures or gain access to a Company computing resource for which proper authorisation has not been given.

- Company computing resources and accounts are to be used only for the purpose for which they are authorised and are not to be used for non-Company related activities outside the constraints defined by this procedure. Unauthorised use of Company computing resources may constitute grounds for disciplinary action up to and including termination and, if severity warrants, may constitute grounds for civil or criminal prosecution.

### 36.3 The Internet and E-mail

Users are able to connect to and communicate with a variety of business information resources around the world via the internet. However, inappropriate material and security risks are also readily present on the internet, and receivable via the Company’s e-mail system. Access to the internet and electronic mail (e-mail) is provided to users solely for the benefit of the Company and its clients for the purpose of research and business activities directly related to their specific work duties, as well as to assist the Firm with global communications. Users accessing the internet, including e-mail, are representing the Company. Users are responsible for ensuring that their usage of the internet is in an effective, ethical, and lawful manner.

Users are responsible for the content they place or send over the internet, and all communications should have the users name attached. However, all messages or information created, sent, or retrieved over the internet from the corporate network are the property of the Company and may be regarded as public information. The Company reserves the right to access the contents of any messages sent over its corporate network or email. Any communication, including text and images, can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Examples of acceptable use include, but are not limited to:

- Using Web browsers to obtain business information from commercial web sites.
- Accessing databases for information as needed.
- Downloading programs and files from the Company intranet.
- Using e-mail for work-related business contacts.
- Sending memos, meeting announcements, spreadsheets, documents, drawings or graphic files, as an alternative to telephone calls, for routing forms and time sheets, and sharing information with others for business.
- Limiting personal e-mail or internet usage to non-work hours or lunchtime only, and even then to brief bandwidth bursts involving only reputable sites or content.

Examples of unacceptable use include, but are not limited to:

- Downloading programs from the internet unless specifically authorised by a designated IT Department staff member.
- Sending messages with large attachments (over 1 MB) to several people where other technologies such as FTP and file sharing are more efficient.
- Sending or forwarding chain e-mail, i.e. messages containing instructions to forward the message to others.
• Broadcasting e-mail, i.e. sending the same message to more recipients than the e-mail topic warrants.

• Inappropriately transmitting non-public proprietary Company or customer information via the internet, e-mail, FTP or any other means. To preserve the integrity of confidential information, extra caution should be taken during the transmittal process, and messages sent only to those recipients who have a need for the information.

• Conducting personal business such as solicitation for commercial ventures, religious or political causes, outside organisations, or other non-job related solicitations using company resources unless expressly authorised by the Company (e.g., United Way and Christmas in October).

• Streaming audio or video playback for non-business purposes.

• Streaming of Internet content such as stock tickers, screen savers, or news headlines.

• Transmitting or viewing any content that is offensive, defamatory, harassing, or fraudulent.

• Using the Internet for any other purpose that consumes substantial bandwidth or is illegal, unethical, or harmful to the company.

• Intentionally attempting to bypass the Internet security systems in order to gain access to Internet sites that the Company has attempted to block access.

• Copying, transferring, transmitting, renaming, adding, or deleting information or programs belonging to others unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action by the Company and/or legal action by the copyright owner.

### 36.4 Computer Viruses

Computer viruses are designed to make unauthorised, and often malicious, changes to programs and data or consume significant resources. Therefore, viruses can cause destruction of Company computing resources. Defences against computer viruses include protection against unauthorised access to computer systems, using only trusted sources for data and programs, and maintaining up-to-date virus detection software.

Users have an obligation to use Company computing resources in a manner which minimises the risk of obtaining or transmitting computer viruses. Anti-virus software is generally installed and enabled to automatically scan files received through disk media, the Internet, e-mail and other unsecured points of access. However, if a user believes anti-virus software is either not installed or not enabled, the user must contact the Help Desk to have the appropriate software installed and run a virus scan on any file(s) received through any untrusted source in any of the aforementioned categories until the software is installed. Users shall IMMEDIATELY POWER OFF their workstation and call the Help Desk if suspicion exists that the workstation has been infected by a virus.

Examples of unacceptable use include, but are not limited to:

• Disabling memory resident virus detection applications or tampering with virus detection software settings.
• Developing or using programs that attempt to consume all of an available system resource (memory, swap space, disk space, network bandwidth, etc.).

• Developing or using programs designed to replicate themselves or attach themselves to other programs unless expressly authorised as part of application development for the Company.

• Knowingly introducing any computer virus or malicious program into Company computing resources.

36.5 Accounts, Access Codes, and Passwords

Accounts, access codes, and passwords will be established for users to allow access to necessary, approved resources. Users shall be solely responsible for any and all activity initiated in or on Company computing resources with their User ID and password. Users should appropriately manage their User ID and password to ensure the security of resources is not compromised.

Users shall change passwords at least every 180 days, or more frequently as determined by the Company on a system-by-system basis. Passwords should be made of three of the following four character types: capital letters, lower-case letters, numbers, and special symbols.

Users may request a password change by contacting their Help Desk. The user may be presented with one or more questions to help independently verify the User is truly who they claim to be.

Examples of acceptable use include, but are not limited to:

• Changing passwords immediately if it is suspected that they may have become known to others.

• Using passwords that will not be easily guessed by others. Specifically, passwords that do not use any part of the users name or employee number.

• Locking the workstation or logging out when leaving for an extended period of time.

• Setting a password on the workstation screensaver and having it to turn on after no later than 20 minutes of inactivity.

Examples of unacceptable use include, but are not limited to:

• Attempting to access any Company computing resource using an Administrator account unless authorised by the IT Department.

• Disclosing accounts, access codes, or passwords to others.

• Recording or storing passwords where they may be easily discovered.

• Sending passwords in e-mail, fax or other insecure written or electronic media.

36.6 System and Data Protection

All servers and computers accessing the Internet from the Company network or accessing the Company network from the Internet shall be protected by a gateway, a firewall, and antivirus software. Specific requirements for protection of systems and data will be defined and managed by the CIO. Users are responsible for helping protect Company systems and data when working off of the Company network.
Users are responsible for maintaining hardware used for home networking, if required and approved for their job function. Whenever requested, Users shall provide to the IT Department the MAC (Media Access Control) address for all hardware used to connect to the Company network via Dialup or Virtual Private Networking. These include, dial-up modems, DSL or cable modems, gateway/routers, and computer NIC (Network Interface) cards. Inappropriate or non-approved hardware may be denied access.

Examples of acceptable use include, but are not limited to:

- Connecting a Company owned computer directly to the Company network.
- Connecting a Company owned computer indirectly to the Company network via Virtual Private Networking or Dialup Networking.

Examples of unacceptable use include, but are not limited to:

- Divulging IP Addresses or Dialup/Dial-back modem phone numbers to anyone other than members of the IT Department.
- Attempting to access any data or programs contained on Company computing resources for which the User does not have authorization or explicit consent of the owner of the data/program or the IT Department.
- Developing, downloading, installing, or running unauthorized security programs or utilities such as password-cracking programs, which reveal weaknesses in the security of a system.
- Connecting any external device to the Company network without the expressed permission of the IT Department.
- Connecting any Company owned computer directly to the Internet without the expressed permission of the IT Department.

36.7 Physical Security

Users are responsible for protecting Company computing resources, data, software, and documentation from misuse, theft, unauthorized access, and environmental hazards. To fulfill this obligation, portable hardware and computer media must be stored out of sight when not in use and must be locked up if they contain highly sensitive or confidential data or are at risk from theft. Critical computer equipment such as file servers must be protected by an uninterruptible power supply (UPS). Additionally, environmental hazards such as food, smoke, liquids, extremely high or low humidity, direct sunlight, and extreme heat or cold should be avoided.

Business critical servers shall be located in computer rooms that are climate controlled, have appropriate standby power, have appropriate fire protection, reside behind locked doors and are monitored by security staff. Users shall sign in and state their reason for entering a computer room. Those without appropriate access rights should expect to be denied access.

36.8 Software, Copyrights and License Agreements

The Company develops proprietary software products and also licenses proprietary computer programs from other providers. Users are obligated to comply with all laws regarding intellectual property and software licensing and use it in such a way to maintain the professional integrity of the Company. Violations of copyright law exposes the
company and the responsible User(s) to liability for damages suffered by the copyright owner, profits that are attributable to the copying, and fines up to $250,000 for each illegal copy.

**Black & Veatch Software on Company Equipment.** All software installed on Company computing resources shall be legally purchased, licensed, supported, developed, or obtained and used in accordance with licensing requirements. This includes software developed by the Company, purchased or acquired from third-parties, including any obtained from the Internet or the Public Domain.

**User-Acquired Software on Company Equipment.** Computer software not purchased by the Company shall not be installed on any Company computer unless specifically approved by the CIO or his designee. User-acquired software which conflicts with any Company software standards or cause any problems with the normal functioning of standard hardware or software will be removed. User-acquired software is expressly prohibited from use in formal project or process execution. If User-acquired software installation is approved, the software license must be turned over to the Company to keep as a record of licensure. Turnover can be accomplished by providing the physical software license or providing proof of licensure and an affidavit to its legality.

**Company Software on User-Owned Equipment.** Use of Company purchased or proprietary software on User-owned computer equipment is permitted only under the following conditions:

- The User shall verify with Asset Management that the license agreement for the software purchased by the Company also allows the employee to install it on a home computer.
- The User must have an appropriately licensed copy of the product on his/her computer at work.
- The User must have a need to do Company work at home.
- The User must use the product at home only for Company business.
- The Company will not provide installation or support of software on User-owned equipment.

### 36.9 Ownership

The owner of, and deviation authority for this IT Acceptable Use Policy is the Chief Information Officer. Comments and suggested improvements to the policy shall be forwarded to the Chief Information Officer.

### 37.0 PERSONAL MAIL

Black & Veatch does not undertake to forward personal mail that has been addressed to absent employees, care of the Company. This applies particularly to magazines, trade journals and advertising literature.
38.0 PRESS ENQUIRIES

All press enquiries should be directed in the first instance to the Water Europe Communications team. Contact details are on the Communications page of the Water Europe iNET. Professionals should not comment or reply to questions put by journalists without the prior knowledge and approval of the Communications team.

39.0 PRIVATE ELECTRICAL

Employees are not permitted to use their own mains-powered electrical equipment (other than phone chargers and the like) on Black & Veatch’s premises unless the appropriate Facilities, Office or Site Manager has given approval.

40.0 RETURN OF COMPANY PROPERTY

Employees leaving Black & Veatch’s service must return to the appropriate department all the Company’s property, including any library books, design manuals, Company software, headed stationery, laptops, mobile phones, and company cars.

Leavers must return to the Company any company keys and security passes.

The Company reserves the right to withhold final salary payment if the above procedures are not complied with at the time of leaving.

41.0 SMOKING

Smoking is not permitted in any Black & Veatch building. Employees, visitors, contractors, etc may however use the designated smoking areas outside the buildings, where they should safely dispose of their smoking materials.

Smoking is not permitted in any company vehicle (including leased vehicles), or in private vehicles when carrying other employees, directors, clients, contractors, etc. on Company business.

Any employee working in an office, site or other location which is managed by another organisation (such as a client or landlord) must comply with any additional smoking restrictions imposed by that organisation.

Employees who would like information or advice about giving up smoking should refer to the Company’s Smoke-Free Workplaces Guidance.

Full details of the Company’s Smoke-Free Workplaces Guidance or Drivers Handbook can be found in the Company’s Procedures & Guidance documents on the Water Europe iNET.

Breaches of this policy may result in disciplinary action being taken.
42.0 SOCIAL EVENTS & SPORTS ACTIVITIES

Black & Veatch organises a number of social events throughout the year. These social activities may be subsidised by the Company and budgets are available for the benefit of all employees and offices.

In addition the Company subsidises participation in a number of sports activities and competitive events. Budgets for these activities are agreed by the HR Department at the beginning of the year.

43.0 SUGGESTIONS

If any employee wishes to put forward a proposal, affecting any aspect of Black & Veatch’s work, which may lead to greater efficiency or to provision of improved services to clients, they should send a brief note about it to the Quality Manager. Such ideas will be given proper consideration and the proposer will be informed of the outcome.

44.0 TELEPHONES

Telephones are provided for business use only. Personal use should be only incidental, such as emergencies, and the use of premium rate numbers is prohibited.

If employees are allocated a Black & Veatch mobile phone they must ensure that they adhere to the mobile phone policy which can be found on the Administration Resources page of the Water Europe iNET, or by contacting the Administration team at Redhill.
45.0 TRAVEL

45.1 Travel Bookings and Hotel Reservations

All air and train travel and hotel bookings are arranged through the Company designated travel bookers. Black & Veatch’s travel agent and hotel reservation agent will not accept bookings from anyone other than designated personnel.

Any unused tickets or warrants obtained by the Company must be returned.

Employees travelling on Company business by rail should travel standard class where possible. First class travel may be permitted with prior authorisation for longer journeys.

When travelling by air to destinations in Europe, all employees will normally use economy class. For air journeys to destinations elsewhere, exceeding 5 hours in length, employees are entitled to travel club or business class as per the Global Travel policy, if authorised and available, otherwise economy class will be used.

Private cars, company cars and hire cars may be used instead of rail travel provided that the expenses claimed do not exceed the equivalent rail fare. This does not apply when the continued use of a car at the destination, for example for site surveys, has been authorised by the Project Manager. In such cases, mileage allowance will be paid. Two rates are used, one for provision of own car for the Company’s use, and one where a company car, hire car or equivalent cash allowance is paid to the employee. These rates are those determined from time to time by the HM Revenue and Customs as ‘non profit’.

Employees travelling on the Company’s business are insured against various risks. Details of the policies may be obtained from the HR Department and extra cover can be arranged if needed.

Use of cars on Company business is covered in a separate document, “Drivers Handbook”.

45.2 Overseas Travel Health Arrangements

Employees travelling overseas on the Company’s business must ensure that they have all the inoculations recommended by the Department of Health for the countries which they are visiting and that they take any medicine needed in advance of travelling (eg. for malaria). The Company’s travel agent will advise the travel booker of the precautions that are currently recommended and where the necessary inoculations can be obtained.

If any doubt over medicines or inoculations arises, travellers should request up-to-date advice either from the Company’s travel agent or from their nearest British Airways Travel Clinic. Any other health related issues should be referred to the HR Department.

45.3 Passports

Employees should maintain a valid passport. The cost of obtaining a passport must be borne by the employee but the costs of visas, entry permits and so on required for Company business will be borne by the Company. The Company will also reimburse costs where a second passport is needed.
45.4 Travel Insurance

In today’s world of political and military unrest, it has become even more important to ensure that overseas travel by our employees is both safe and insured. For all proposed travel outside Europe or America, travellers are required to do two things:

- Report your itinerary to the Secretariat as soon as it is reasonably confirmed, who will be able to advise of any possible insurance problems with your destinations and will advise/act as necessary.
- Check the latest advice from the Foreign & Commonwealth Office website and if there are any doubts about your trip, consult any member of the Commercial Department or the HR Department.
- Complete Contact and action details during absence from office form F293 and return to the Safety and Health Manager, Redhill. The Safety and Health Manager may advise in some instances that the employee must discuss security arrangements with Corporate Security prior to making travel arrangements.

Travel to an “at risk” location should not be booked without obtaining approval from a Director.

The Company travel insurance cover applies to all UK employees resident in the UK and includes the following:

- **Baggage** £ 3,000
- **Cancellation, Curtailment and Change of Itinerary**
  - Europe £ 5,000
  - Rest of the World £ 5,000
  - Incident Limit £ 250,000
- **Medical and Emergency Travel Expenses**
  - Europe £ 5,000,000
  - Rest of the world £ 5,000,000
- **Money and Credit Cards**
  - £ 3,000
  - Cash Limit £ 2,000
- **Personal Liability – Limit of Indemnity**
  - Any one event £ 5,000,000

Should an employee wish to claim for loss covered as above they must apply to the Insurance Manager based in Redhill for the appropriate form.
46.0 ABSENCE MANAGEMENT PROCEDURE

46.1 Introduction
Black & Veatch has established this procedure as part of its approach to reducing absenteeism. The procedure seeks to ensure that employees’ absences are monitored and the causes of absenteeism dealt with where possible. Whilst the policy is not a disciplinary procedure, its provisions may lead to dismissal. Furthermore, unauthorised absence (without good reason/other than absence brought about by a family emergency in accordance with the legal right to time off for dependants - see Dependants Leave Policy) will be regarded as a disciplinary offence.
This procedure is intended as guidance for management and employees.

46.2 Notification
The purpose of requiring notification of absence is to enable the Company to make any necessary arrangements for cover and to ensure, where appropriate, that employees are paid in accordance with their entitlements. When an employee is unable to attend work due to sickness or injury, they must inform their supervisor as soon as possible and no later than 1 hour after their normal start time on the first working day of the absence. Contact should be made by telephone and should provide the reason for absence and the likely duration of the absence. Contact should not be made by text message or e-mail unless in exceptional circumstances. If the supervisor is unavailable, the employee should contact the HR Department.

It is Company policy to keep in touch with employees during all absences, whatever the length of absence. Employees should contact their supervisor on each day of absence, unless the Company has been informed at the outset that the illness is likely to last for a number of days. If the absence extends beyond the expected number of days, the Company must be notified by 11.00am on the first additional day. The supervisor will agree with the employee how frequently they need to keep the Company informed.

If an employee leaves work early because they are unwell, lost time will be treated as sickness absence and the supervisor must be informed.
If an employee is absent through illness and fails to comply with the reporting procedures detailed above the employee may be ineligible for Company Sick Pay. Late notification could also affect the employees SSP entitlement.
Failure to comply with notification procedures may be a disciplinary offence.

46.3 Certificates
A self certification sickness form must be completed immediately upon return to work for any absences exceeding 7 days. For sickness absence exceeding 7 days or more, a medical certificate signed by a doctor must be produced stating the reason for absence. Any additional absence must be covered by subsequent medical certificates for the total duration of the period of absence.

Employees will forfeit entitlement to Company sick pay unless the appropriate certificates are provided.

The Company reserves the right to require employees to provide doctors medical certificates, at their own cost, for any absence exceeding 7 days. Employees will be advised
in writing if this applies to them and Company sick pay will not be paid without the
doctor’s certificate.

An employee wishing to return to work before their doctors’ note expires must obtain a
revised doctors note confirming that they are fit for work. Employees must not return to
work without being signed back as fit, and should remain at home until a revised doctor’s
note is obtained, or the doctors’ note timeline lapses.

46.4 Further Medical Information

The Company may ask employees to attend a medical examination with the Company
doctor and/or may ask permission to seek a medical report from the employee’s doctor.
Employees will forfeit their entitlement to Company sick pay if they refuse to attend a
medical examination or refuse the Company permission to seek a medical report.

46.5 Injury at Work

Any work related incidents must be reported in line with the relevant Health & Safety
Procedure P135, which is available on the iNET or from the Health & Safety Department.

46.6 Return to Work Interviews

For all absences, a return to work interview will be conducted by the employee’s supervisor
on the day that an employee returns to work. If an employee has not submitted a self
certificate or doctor’s medical certificate, it may be completed and provided at this meeting.

There may be exceptional circumstances where an employee would prefer not to discuss the
reason for absence with their supervisor, if this is the case, the interview will be conducted
by an HR representative.

46.7 Managing Attendance

The Company recognises that employees may sometimes be too unwell to attend work and
need time off to recover properly. However, there are limits of absence that the business can
sustain. The Company therefore will monitor absence and, where there is cause for concern,
hold employee review meetings and identify the improvement actions required. Details of
the absence management procedure are outlined below.

46.8 Absence Management Procedure – Short term absences

This Procedure has the following stages:

- Stage 1 – Informal
- Stage 2 – Level 1 Warning
- Stage 3 – Level 2 Warning
- Final Stage – Dismissal.

The Company has set “trigger levels” to help identify unacceptable standards of attendance.
Employees should note that a trigger level is not an entitlement to sickness absence and
employees may be called to account for any level of absence. The Company reserves the
right to change the trigger levels at any time.
The trigger levels are as follows:

- 10 working days during a period of 12 consecutive months, or
- 4 occasions of absence during a period of 12 consecutive months, or
- 2 occasions of absence during a period of 3 consecutive months, or
- an unacceptable pattern of absence.

When an employee’s attendance reaches a defined trigger level the supervisor will hold a meeting with the employee. The Company offers an Employee Assistance Plan which includes a free and confidential counselling service. Further details can be found in this Employee Handbook or by contacting the HR Department.

**46.8.1 Stage 1 – Informal**

Before any formal action is taken because of unacceptable attendance, the employee’s supervisor will first informally meet with the employee and discuss the occasions and reasons for absence. The supervisor will draw the employee’s attention to this policy and to the Company’s concerns about the employee’s attendance. The employee will have the opportunity to explain the reasons for the absences. If it appears that there is an underlying cause for the absences, the employee may be asked for their permission to seek a medical report from their own doctor, or referred to a doctor appointed by the Company.

If a report is sought, the interview will be postponed until receipt of the report when the supervisor will discuss its contents and its implications with the employee.

Where it is established, following medical advice, that the employee is disabled within the meaning of the Disability Discrimination Act 1995, the employee will be consulted as to whether any reasonable adjustments can be made to Company premises or working arrangements to help reduce the need for the employee’s absences.

A note of this interview will be filed on the employee’s personal file and a copy will be available to the employee.

If it appears to the employee’s supervisor that lack of attendance is a cause for concern, the employee will be advised of the need to maintain full attendance. Once the employee maintains the required standard of attendance, the employee will be informed of the achievement and reminded of the necessity to maintain the improvement. If however, improvement is not achieved or maintained (evidenced by a further trigger point being reached), then the matter will be dealt with under stage 2 of the procedure.

**46.8.2 Stage 2 – Level 1 Warning**

The employee will be invited to attend a formal review meeting and will be given 5 days notice of the date of the meeting. The employee will be entitled to be accompanied by a colleague or an accredited Trade Union official at the meeting. It is the employee’s responsibility to arrange representation and to inform the person conducting the meeting if they are going to exercise this right. At the meeting, the representative is entitled to ask questions, make representations and confer with the employee. However, representatives may not answer questions put directly to the employee. The employee has the right to adjourn the meeting, should they wish to confer with their representative in private. Should the employee wish the meeting to be delayed in order to fully prepare or to ensure their representative can attend, they must inform their manager no less than 48 hours prior to the meeting.
At this meeting an employee will be given the opportunity to explain the reason for the absence. If it appears that there is an underlying cause for the employees absences, the employee may be asked for permission to seek a medical report from their doctors or referred to a doctor appointed by the Company.

If a report is sought, the interview will be postponed until receipt of the report when the employee’s supervisor will discuss its contents and its implications with the employee.

Following the meeting if the supervisor is confident that there is no longer a requirement to follow the absence management procedure, the matter will be dealt with and monitored as part of the usual day to day management and no further action will be taken. If however, it appears to the employee’s supervisor that the employee’s attendance is still a cause for concern, the employee will be informed that unless their sickness record improves and is maintained to an acceptable level (which will be stated) over the next 3 months from the date of issue, dismissal may follow.

The outcome and the right of appeal will be confirmed in writing to the employee within 5 days of the meeting being held. An employee wishing to appeal against an absence management decision should notify the HR Department within 5 working days of receiving the letter.

46.8.3 Stage 3 – Level 2 Warning

If during the 3 months of the Level 1 Warning, attendance does not improve, and in particular, if an employee:

- is absent again on one or more occasions, or
- has an otherwise unacceptable pattern of absence.

The supervisor will invite the employee to another review meeting. As above the employee will be given 5 days notice of the meeting and will have the right to representation.

At the meeting, the employee will be given the opportunity to discuss the absence levels and the reasons. If appears that there is an underlying cause for the employees absences then the steps out lined above in the Informal Stage and Level 1 Warning.

If it appears to the employee's supervisor that the employee’s attendance is still a cause for concern, the employee will be reminded of the previous stages of the procedure and informed that further absences will not be tolerated and that any further absence over the next 3 months is likely to lead to dismissal.

The outcome and the right of appeal will be confirmed in writing to the employee within 5 days of the meeting being held. An employee wishing to appeal against an absence management decision should notify the HR Department within 5 working days of receiving the letter.

46.8.4 Final Stage - Dismissal

In the case of any further absence following the level 2 warning, the employee will be invited to another review meeting. As above the employee will be given 5 days notice of the meeting and will have the right to representation.

At the meeting, the employee will be given the opportunity to discuss the absence levels and the reasons for the absences and the fact that this procedure has been applied to them. If this stage of the process is reached a possible outcome may be dismissal.
This meeting will involve a panel including a Director or senior manager, the employee’s manager and an HR representative. Should a further medical report be required; the meeting will be adjourned pending receipt of the report. Should the employee refuse to co-operate in providing medical information the employee will be informed in writing that any decision concerning the employee’s future employment will be based on information available to the Company.

Where, in light of any medical report, it is deemed appropriate to do so, the procedure set out below will be followed.

The Director/senior manager will adjourn to consider the absence record in light of previous stages, any explanations put forward by the employee and the medical report. Within 5 working days the Director/senior manager will inform the employee of their decision. If the Director/senior manager determines the employee’s record warrants it, taking into account the employee’s explanations and the warnings issued to the employee, the employee will be dismissed with appropriate notice.

The outcome will be confirmed in writing within 5 days of the meeting. If the outcome is dismissal, the letter will contain the reasons for the dismissal, the last day of employment and the right of appeal. If the outcome is a further review period, the letter will set out the reasons for the further review and the right of appeal.

### 46.8.5 Right of Appeal against Dismissal

An employee wishing to appeal against a dismissal decision should write to the HR Manager outlining the grounds of the appeal within 5 working days of receiving the notification.

The appeal will be heard normally within 5 working days by a Director not involved in the decision to dismiss.

At the appeal hearing the employee will have an opportunity to state their case and reasons for their appeal. The employee has the right to be accompanied by a colleague or an accredited Trade Union official at the hearing.

The decision of the Director hearing the appeal will be final.

### 46.9 Long Term Conditions or Short Term Absence due to Underlying Illness

This section of the procedure normally applies when an employee has a medical condition or injury that is preventing them from working normally, or is causing them to have frequent short term absences or a single lengthy absence.

Where it is appropriate, the Company aims to help employees overcome the problems which are stopping them from working normally. In practice this means that the Company will:

- keep absences under continuous review
- maintain frequent contact with the employee, as and when appropriate
- ask permission to obtain medical reports or attend a medical examination
- where appropriate, identify and consider measures which might help the employee return to work earlier than might otherwise be possible; and
- keep any measures in place under review.
Regrettably, circumstances may arise where, because of the continuing absence, it is necessary to consider whether employment should be terminated. Where it is possible, a formal meeting will be held to discuss and review all of the circumstances, the past and probable future pattern of absences, any medical advice received and the likely success of any adjustments that could reasonably be made. The Company will also take into account the needs of the business. A decision to dismiss will only be made if income protection is invalidated or the employee is ineligible and will be made by a panel consisting of the employee’s supervisor, director and HR representative.

The outcome of this review will be confirmed in writing within 5 days of the meeting. If the outcome is dismissal, the letter will contain the reasons for the dismissal, the last day of employment and the right of appeal. If the outcome is a further review period, the letter will set out the reasons for the further review and the right of appeal.

An employee wishing to appeal against a dismissal decision should write to the HR Manager outlining the grounds of the appeal.

### 46.10 Sick Pay

The Company is responsible for paying Statutory Sick Pay to employees who satisfy statutory and Company rules regarding periods of incapacity, entitlement and qualifying days. Qualifying days for Statutory Sick Pay purposes exclude Saturdays and Sundays. Details of sick pay can be found in Sickness in the Employee Handbook.

### 46.11 Income Protection Insurance

Employees may be eligible to claim income protection insurance under the Company’s Income Protection Insurance (Pensions, Life Insurance, Income Protection Insurance). Further details can be found in this Employee Handbook or by contacting the HR Department.

### 46.12 Records

The Company will keep records on the employee’s personnel file of any actions taken under this procedure. In addition, where periods of sickness absence are related to an incident/accident at work or an occupational health related absence, the Health & Safety Department will also retain copies of records.

### 46.13 Status of this Policy

This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.
47.0 ADOPTION POLICY FROM WITHIN THE UK

47.1 Introduction

This policy sets out the rights of employees to statutory adoption leave and pay. Adoption leave and pay allows one member of an adoptive couple to take paid time off when their new child starts to live with them. Paternity leave and pay may be available for the other member of the couple.

Black & Veatch recognises that, from time to time, employees may have questions or concerns relating to their adoption rights. It is the Company's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the adoption provisions are complex, if an employee is going to become an adoptive parent, they should clarify the relevant procedures with the HR Department to ensure that they are followed correctly.

The following definitions are used in this policy:

Ordinary adoption leave (OAL) – this is the first 26 weeks of adoption leave, available to all employees provided they have at least 26 weeks continuous service and comply with the notification requirements.

Additional adoption leave (AAL) – this is the additional 26 weeks of adoption leave, available to all employees provided they have at least 26 weeks continuous service and comply with the notification requirements. It starts immediately after OAL.

Statutory adoption pay (SAP) – this is what eligible employees are entitled to be paid for 39 weeks during adoption leave. SAP is only available to employees who have the necessary continuous service at the week in which they are notified of being matched with a child.

47.2 Notice Requirements

In order to be entitled to take adoption leave and receive statutory adoption pay (SAP), the employee is required to give the Company written notification of their intention to take adoption leave no later than seven days after the date on which notification of the match with the child is provided by the adoption agency.

Notice, which must be in writing if the Company requests it, must specify the date the child is expected to be placed with the employee for adoption and the date the employee intends their adoption leave to start. An Adoption Leave Notification Form is available on the Human Resources page of the Water Europe iNET, or alternatively from the HR Department.

The employee is permitted to bring forward their adoption leave start date, provided that they advise the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone their adoption leave start date, provided that they advise the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable. The employee must also, if the Company requests it, provide evidence of entitlement to adoption leave and pay by producing a 'matching certificate' from the adoption agency.

Within 28 days of receiving the employee's notice of intention to take adoption leave, the Company will write to the employee confirming the latest date on which the employee must return to work after adoption leave.
47.3 Adoption Leave

An employee who adopts a child through an approved adoption agency is entitled to up to 52 weeks' adoption leave provided that they have at least 26 weeks' continuous service calculated as at the week in which notification of matching is given by the adoption agency.

The employee's entitlement is to take up to 26 weeks’ OAL followed immediately by up to 26 weeks’ AAL. The employee's maximum entitlement is thus to take up to 52 weeks’ adoption leave.

Adoption leave can start on the day the child is placed for adoption, or up to 14 days earlier.

In order to make administration as easy as possible, the employee should discuss the timing of their adoption leave with their immediate supervisor as early as possible.

During the period of OAL and AAL, the employee's contract of employment continues in force and they are entitled to receive all their contractual benefits, except for salary which will be replaced by SAP if the employee is eligible to receive it. In particular, any benefits in kind (such as life assurance, private medical insurance, permanent health insurance, private use of a company car, laptop and mobile phone) will continue; contractual annual leave entitlement will continue to accrue; and pension contributions will continue to be made provided that the employee is receiving SAP. Employee pension contributions will be made for the duration of SAP and based on actual pay while employer contributions will be based on the salary that the employee would have received had they not gone on adoption leave.

Optional salary sacrifice benefits such as childcare vouchers will cease on the commencement of SAP.

As an employee cannot take holiday whilst on adoption leave, if the holiday year is due to end during or shortly after their adoption leave, an employee may want to take holiday before starting their adoption leave, or might consider ending their adoption leave early and transferring onto paid holiday in order to use up outstanding entitlement.

In addition only 5 days holiday entitlement can be carried over from one holiday year to the next.

47.4 Statutory Adoption Pay (SAP)

SAP is payable for up to 39 weeks during adoption leave. An employee is entitled to SAP if:

- they have been continuously employed by the Company for at least 26 weeks leading to the week in which they are notified of being matched with a child for adoption.
- they are newly matched with a child by an approved adoption agency (e.g. a step parent adopting a partners child would not be eligible).
- notify the adoption agency of their agreement to adopt the child.
- they notify the Company of their intention to take adoption leave within 7 days of being officially matched with a child.
- their average weekly earnings are not less than the lower earning limit for national insurance contributions.
SAP is set by the government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the government's set weekly rate.

SAP is treated as earnings and is therefore subject to PAYE and National Insurance deductions.

SAP is payable whether or not the employee intends to return to work after their adoption leave.

47.5 Company Adoption Pay

The Company pays in excess of statutory adoption benefits provided that the employee:

- qualifies for Statutory Adoption Pay
- has been actively employed by the Company for 12 months prior to the commencement of the adoption leave
- intends to return to work for at least 12 months following the adoption leave period.

Company adoption pay is paid at full pay for the first 3 months of adoption leave. SAP will be paid for the remaining period, in line with the statutory provisions.

Should the employee leave the Company within 12 months of returning to work, the amount will be repaid to the Company on a pro rata basis. For example, if the employee leaves after 3 months 75% will be repaid, after 6 months 50% and after 9 months 25%.

47.6 Contact during Adoption Leave

The Company reserves the right to maintain reasonable contact with employees during adoption leave. This may be to discuss employees' plans for return to work, to discuss any special arrangements to be made, training to be given to ease their return to work, or to update them on developments at work during their absence.

47.7 Keeping-in-Touch Days

Employees can agree to work for the Company (or to attend training) for up to 10 days during either OAL or AAL without that work bringing the period of their adoption leave to an end and without loss of SAP. These are known as 'keeping-in-touch' days. Any work carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during their adoption leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between the Company and the employee. Any keeping-in-touch days worked do not extend the period of adoption leave. If a keeping-in-touch day is worked, the employee must notify the HR Department as soon as possible.

47.8 Returning to Work

The employee may return to work at any time during OAL or AAL, provided that they give the appropriate notification. Alternatively, the employee may take the full period of adoption leave entitlement and return to work at the end of this period. If the employee wishes to return before the full period of adoption leave has elapsed, they must give at least 8 weeks notice in writing to the Company of the date on which they intend to return.
Failure to return to work by the end of adoption leave will be treated as unauthorised absence, unless the employee is sick and produces a current medical certificate before the end of the adoption leave period.

If the employee decides not to return to work after adoption leave, they must give notice of resignation as soon as possible and in accordance with the terms of their contract of employment. If the notice period would expire after the adoption leave has ended, the Company may require the employee to return to work for the remainder of the notice period.

### 47.9 Rights on and After Return to Work

On resuming work after OAL, the employee is entitled to return to the same job that they occupied before commencing adoption leave on the same terms and conditions of employment as if they had not been absent.

On resuming work after AAL, the employee is entitled to return to the same job that they occupied before commencing adoption leave on the same terms and conditions of employment as if they had not been absent. However, if it is not reasonably practicable for the Company to allow the employee to return to the same job, the Company may offer the employee suitable alternative work, on terms and conditions that are no less favourable than would have applied if they had not been absent.

An employee who worked full-time prior to adoption leave has no automatic right to return to work on a part-time basis or to make other changes to their working patterns. However, all requests for part-time work or other flexible working arrangements will be considered in line with the Flexible Working Policy available in this Employee Handbook.

### 47.10 Resignation

Employees who wish to resign, must give the proper amount of notice due under their contract of employment. Full entitlement to SAP will be retained unless the employee starts working for a new employer after the child is adopted.

### 47.11 Status of this Policy

This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.

### 48.0 CAPABILITY PROCEDURE

#### 48.1 Introduction

Black & Veatch recognises that the vast majority of staff meet or exceed the demands of their roles and responsibilities; however problems with performance can arise from time to time.

The purpose of this procedure is to provide support to employees whose performance does not meet the standard required by the Company and to identify and resolve performance problems.
Capability problems may be outside the employee’s direct control, or may be a symptom of underlying work problems, or personal issues. This procedure is intended to provide a framework for dealing with a capability issue in a fair, supportive and consistent way.

In some cases it may be difficult to distinguish between capability and conduct however it is important to distinguish between them as early as possible to ensure that the most appropriate procedure is followed. If it is clear that the issue is related to misconduct, the Disciplinary Procedure as outlined in this Employee Handbook should be followed. If the issue is related to sickness absence the Absence Management Procedure as outlined in this Employee Handbook should be followed. If the issue is related to performance, the following Capability Procedure should be followed.

48.2 Incapability Definition

Incapability can be defined as a lack in knowledge, skill, ability, behaviour, health or any other physical or mental quality of an employee to carry out duties to the standard required, such as:

- Lack of knowledge, skill, aptitude or behaviour, where the employee does not demonstrate the competency to carry out the role to the required standard
- Poor health, where the employee is unable to perform the work because they cannot attend their place of work or carry out the duties required when at work, due to a medical condition. This could be a long term absence or a short term persistent problem. Sickness absence will generally be dealt with through the Absence Management Procedure.

The following list which is not exhaustive, are examples of issues that may fall under the capability procedure:

- poor timekeeping
- unsatisfactory attendance record
- quality or output of work not meeting the required standard.

48.3 Informal Discussions

Supervisors should address concerns about performance at the earliest opportunity. Issues of poor performance should not be left until the mid or end of year performance reviews. The aim of this approach is to try and resolve problems quickly and informally, before the matter becomes a serious issue.

During an informal discussion, the supervisor should cover the following:

- raise concern regarding the level of performance with the employee
- undertake any necessary investigation as to the reasons for the problem
- review the employee's roles and responsibilities
- re-affirm the standard required by the Company
- set a reasonable timescale within which the improvement is expected to be actioned and arrange a further informal review meeting
- provide any necessary training (internal or external)
• record any actions taken in writing, confirm the outcome in writing to the employee and retain a copy on the employees personnel file.

If all avenues of informal support, coaching and monitoring have been exhausted and the employee continues to fail to reach the required standard of performance, the supervisor will advise the employee that the performance issue will be dealt with through the formal Capability Procedure.

48.4 Formal Procedure

48.4.1 Stage 1 – Initial Formal Meeting
The purpose of this meeting is for the supervisor to formally discuss with the employee the short fall in performance or attendance, to make clear the standards required for the employee’s role, and to set objectives on how the appropriate level of performance can be achieved.

The employee will be invited to attend the meeting and given 5 days notice of the date of the meeting.

The employee will be entitled to be accompanied by a colleague or an accredited Trade Union official at the meeting. It is the employee’s responsibility to arrange representation and to inform the person conducting the meeting if they are going to exercise this right. At the meeting, the representative is entitled to ask questions, make representations and confer with the employee. However, representatives may not answer questions put directly to the employee. The employee has the right to adjourn the meeting, should they wish to confer with their representative in private. Should the employee wish the meeting to be delayed in order to fully prepare or to ensure their representative can attend, they must inform their supervisor no less than 48 hours prior to the meeting.

The following areas will be discussed at the meeting:

• any evidence collected during the informal discussions, i.e. notes on files etc
• clarification of the shortfall between the employees performance and the standard required by the Company
• reasons for the employee’s difficulty in meeting the required standard, i.e. personal issues, knowledge gap, etc
• agreement on what objectives need to be achieved and any reasonable development or support that will assist the employee in meeting the required standard
• timescales set to achieve the objectives (normally between 4 weeks and 3 months)
• set review dates and agree on a monitoring system during the review period
• confirmation of the next steps should the required standard not be achieved at the end of the review period.

Following the meeting if the supervisor is confident that there is no longer a requirement to follow the capability procedure, the matter will be dealt with and monitored as part of the usual day to day management and no further action will be taken. If however, the supervisor believes it is necessary to continue the procedure, the review period will commence and a second formal review will be diarised for the end of the review period.

The outcome, timescales, objectives and the right of appeal will be confirmed in writing to the employee within 5 days of the meeting being held. An employee wishing to appeal
against a capability decision should notify the HR Department within 5 working days of receiving the letter.

48.4.2 Stage 2 – Second Formal Meeting

The purpose of this meeting is for the supervisor to review the progress that has been made against the objectives set from the first formal meeting and decide on any further action.

The employee will be invited to attend the second formal meeting and given 5 days notice of the date of the meeting. The employee will have the right to representation, as outlined above.

The following areas will be discussed at the meeting:

- the progress against objectives set
- the reasons for any shortfall
- the need for any further support or training
- objectives for the next review period (if any)
- timescales for the next formal review period and meeting (if required).

The supervisor will lead the meeting, by summarizing the events leading up to the meeting and work through any areas of incapability. The employee will have the opportunity to put forward their views.

If after the meeting the supervisor is confident that there has been a satisfactory improvement in the performance, the formal procedure will be discontinued. However, the employee will be advised that should there be any lapse in the required standard in the next 12 months, there will be an automatic referral to stage 2 of the capability procedure.

If the employee has not achieved the required improvement in their performance, the supervisor will identify the areas where there is a shortfall and will set objectives for a second monitoring period. In addition redeployment options may be discussed with the employee, and that a possible outcome may be dismissal should the required standard not be achieved by the final review meeting.

The outcome, timescales and objectives and the right of appeal will be confirmed in writing to the employee within 5 days of the meeting being held. An employee wishing to appeal against a capability decision should notify the HR Department within 5 working days of receiving the letter.

48.4.3 Stage 3 – The Final Review Meeting

If there has been insufficient improvement in the performance of the employee following the second review period, a final review meeting will be held. The purpose of this meeting will be to decide the appropriate action to be taken, given the history of the case. This meeting will involve a panel including a Director or senior manager, the employee’s supervisor and an HR representative.

The employee’s supervisor will provide the panel with all the information regarding the capability issue. The employee will be sent all relevant documentation at least 10 days before the meeting. The panel will review all the history of the case, including any steps that have been taken to support the employee throughout this procedure.

The following areas will be discussed at the meeting:

- summary of events leading up the meeting
how long the capability has been an issue and what improvements (if any) have been made

have reasonable actions been taken to support the employee, i.e. training or coaching?

has any medical advice/prognosis been requested (if relevant)?

has redeployment been considered?

are there any reasonable adjustments that could be made that would resolve the issue?

A further review period may be appropriate where the employee has made recent significant improvements. In this case, a review period will be set and a final review meeting will take place at the end of this period.

If the employee has not made the improvement required and all other alternative routes of action have been exhausted then a decision may be taken to dismiss the employee (with notice) on the grounds of capability.

The outcome will be confirmed in writing within 5 days of the meeting. If the outcome is dismissal, the letter will contain the reasons for the dismissal, the last day of employment and the right of appeal. If the outcome is a further review period, the letter will set out the reasons for the further review, the timescales and the right of appeal.

48.4.4 Right of Appeal

An employee who wishes to appeal against a decision made under the Capability Procedure should appeal in writing to the HR Manager outlining the grounds of the appeal, within 5 days of receiving their written notification.

A senior manager of the Company, who will normally be a manager not previously involved in the case or with responsibility for the employee, will hear the appeal within 10 working days of receiving the grounds for appeal. The senior manager’s decision will be final. The senior manager conducting the appeal will allow the individual and the Company to present their cases. An employee has the right to be accompanied during an appeal. At the end of the hearing, the decision on the appeal will be communicated to the employee orally and in writing within 5 working days of the hearing.

Where it is not possible for the senior manager conducting the appeal to give a decision immediately following the hearing the decision will be given as soon as reasonably practicable thereafter.

A member of the HR team will (where practical) support the supervisor holding the formal meetings and the senior manager during appeals.

48.5 Status of this Policy

This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.
49.0 DEPENDANTS LEAVE POLICY

49.1 Introduction

Employees, regardless of their length of service, are entitled to take reasonable unpaid time off to deal with emergencies involving their dependants. A dependant may include a spouse, child, parent, domestic partner, any person who lives in the same household as the employee (i.e. step child, grandparent) or anyone who reasonably relies on the employee for assistance, for example an elderly relative or elderly neighbour. It does not however include anyone who shares the household with the employee such as a tenant or lodger.

49.2 Notification

Employees must inform their supervisor as soon as possible why time off is needed and how long it will be. If circumstances should change while an employee is off work, the employee must advise as soon as possible why additional time is necessary.

49.3 Dependants Leave

The leave will be sufficient to enable the employee to: deal with the emergency, deal with the immediate care of the dependent and to make alternative long term care arrangements. It is anticipated that this would generally be no more than 1 or 2 days. Some examples of emergencies are listed below:

- to help a dependant who has fallen ill, given birth, or been injured or assaulted
- to arrange for care to be provided to a dependant who is ill or injured
- because of a dependants death
- to deal with the unexpected breakdown in a dependants care arrangements, such as when a childminder falls ill
- to deal with an unexpected incident involving a child during a time when an educational establishment is responsible for the child.

If an employee is aware that they are going to require time off in the future, this is not considered to be an emergency and should be discussed with their supervisor.

49.4 Pay

Dependants leave is unpaid leave. However in the event of the death of a dependant an employee may be granted compassionate leave, details of the Leave of Absence Policy are outlined in this Employee Handbook.

An employee should notify the HR department once dependants leave has been taken, so that a salary deduction can be arranged through payroll.

49.5 Status of this Policy

This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.
50.0 DIGNITY AT WORK

50.1 Introduction

Black & Veatch is committed to creating a work environment that is free from harassment or bullying, where everyone is treated with dignity and respect.

Harassment or bullying, whether on grounds of sex, race, gender reassignment, disability, sexual orientation, age, religion or belief, marital or civil partnership status or for any other reason, are unacceptable behaviour that the Company will not tolerate.

All allegations of bullying and harassment will be investigated and, if appropriate, disciplinary action will be taken. The Company will not tolerate retaliation against or victimisation of any employee involved in the bringing of a complaint of harassment or bullying under the Company procedure. Such retaliation or victimisation will itself constitute a disciplinary offence, which may in appropriate circumstances lead to dismissal.

50.2 What is Harassment?

Harassment is verbal, non verbal or physical conduct which:

- is of a sexual nature or is on the grounds of an individual’s personal characteristics (including their sex, race, colour, ethnic origin, transexuality, disability, religion, belief system, age, sexual orientation or marital or civil partnership status)
- is unwanted
- has the purpose or effect of violating a person’s dignity or creating an intimidation, hostile, degrading, humiliating or offensive environment for that person.

Harassment also means less favourable treatment of a person because they have rejected or submitted to the type of conduct described above.

Harassment can take many forms. Examples of harassment prohibited by this policy include:

- verbal abuse or offensive jokes or pranks related to a person’s characteristics (including sex, race, gender reassignment, disability, sexual orientation, religious beliefs or marital or civil partnership status)
- lewd or suggestive comments
- requests for sexual favours or repeated requests for dates
- unnecessary body contact
- threatened or actual assault or violence
- deliberate exclusion from conversations or work activities on the basis of race, gender, disability, sexual orientation etc
- display of “Pin Ups”, pornography, inflammatory or abusive literature or graffiti
- using email or the internet for the purpose of bullying or making abusive or offensive remarks related to a person’s characteristics such as their race, gender, disability, sexual orientation, religion etc or to send pornography or inflammatory literature.

This is not an exhaustive list.
Some forms of harassment plainly constitute gross misconduct for the purposes of the Company’s Disciplinary Procedure, and will normally merit dismissal without pay in lieu of notice, such as:

- threatened or actual sexual or racial assaults
- suggestions or threats by manager or supervisors that sexual favours or racial origins could affect someone’s job security or prospects.

Other forms of harassment may constitute gross misconduct depending on the circumstances of the case.

Employees should also be aware that, as well as committing a disciplinary offence, an individual found by an employment tribunal to have harassed a fellow employee on the grounds of sex, race, gender reassignment, sexual orientation, disability, age religion or belief or marital or civil partnership status in the course of their employment may be personally liable to compensate the victim. In addition, harassment for whatever reason may constitute a crime under the Protection from Harassment Act 1997 punishable by up to six months’ imprisonment or a fine of up to £5,000.

### 50.3 What is Bullying?

Bullying is persistent behaviour directed against an individual or group of individuals which creates a threatening or intimidating environment, undermining the confidence and self esteem of the recipient(s).

Bullying can take many forms, such as:

- verbal abuse, such as shouting or swearing at colleagues
- threatening or insulting colleagues
- abusing power or using unfair penal sanctions
- practical jokes, initiation ceremonies or birthday rituals
- physical abuse such as hitting, pushing or jostling
- rifling through, hiding or damaging personal property
- ostracising or excluding colleagues from work events or social activities.

This is not an exhaustive list.

Bullying does not include appropriately conducted criticism of an employee’s behaviour or job performance by management.

Victimisation is treating someone less favourably than others because they have in good faith, complained that someone has been bullying or harassing them.

Making a complaint which is untrue, or giving evidence which is known to be untrue, may lead to disciplinary action being taken.

### 50.4 When can Bullying or Harassment Occur?

An employee may be bullied or harassed by a colleague or subordinates as well as by a manager or supervisor; by an individual acting alone or, a group of individuals. An employee may be bullied or harassed at work and also, through their connection with work,
outside work hours and/or outside the workplace. The Company will not tolerate bullying or harassment whatever the perpetrators status, and wherever it occurs.

It is important to recognise that what one person may find acceptable, another may find totally unacceptable and that the essence of harassment and bullying is that the words or behaviour are unwelcome to the particular person who is the target of the words or behaviour. All employees must treat their colleagues with respect and appropriate sensitivity.

50.5 Responsibility of Employees and Managers

It is the responsibility of all employees to comply with this policy and the particular responsibility of supervisors to ensure it is carried out, with a view to developing and maintaining a working environment within the Company in which harassment and bullying are understood by all to be unacceptable.

It is fully expected that all employees will act responsibly regarding this issue. False accusations of harassment or bullying can have a serious effect on innocent individuals, therefore, should investigation show that a false accusation has been made in bad faith, appropriate disciplinary action, which could include dismissal, will follow. However, an employee who brings a complaint in good faith will not be subject to any detriment by the Company.

50.6 Bullying or Harassment Complaints Procedure

Any complaint of harassment or bullying will be handled sensitively, and in a timely and confidential manner. The following steps document the grievance procedure for complaints of harassment and bullying.

50.6.1 Informal Resolution

If an employee considers that they are a victim of harassment or bullying, they may in some cases be able to resolve the matter satisfactorily by explaining clearly to the perpetrator that their behaviour is unacceptable, contrary to the Company’s policy and must stop. Alternatively the employee may wish to ask a fellow employee to put this on their behalf or to be with them when confronting the perpetrator.

Employees are encouraged to seek assistance of the HR Department when they want advice regarding appropriate steps to stop harassment or bullying. Any such discussion will be confidential.

If a complaint is resolved informally, the alleged perpetrator will not be subject to disciplinary sanctions. However, in exceptional circumstances and following consultation with the employee, the Company may decide that it is necessary to investigate further and take more formal action.

50.6.2 Formal Complaint Procedure

In the event that informal resolution is unsuccessful or considered inappropriate, an employee should make a formal written complaint about the bullying or harassment to the HR representative. A formal complaint may lead ultimately to the imposition of disciplinary sanctions on the perpetrator.

The following details must be provided: the name of the alleged perpetrator(s), the nature of the harassment or bullying, the dates and times the harassment or bullying occurred, the
names of any witnesses and any action taken by the employee to resolve the matter informally.

When the employee and the alleged perpetrator work in proximity to each other, it may be necessary to ensure that they do not continue to do so whilst the complaint is being investigated and during any consequent disciplinary proceedings. This may necessitate that one or both parties be suspended on full pay.

The complaint will be investigated promptly, impartially and, as far as possible confidentially. Following the receipt of the complaint and normally within 5 working days, a meeting will be held with the employee to consider the allegation and the findings of the investigation and to enable the employee to put their case. At this meeting, the employee has the right to be accompanied by a fellow worker or trade union official who may address the meeting.

Following the meeting, and normally within 5 days of the meeting, the Company will write to the employee informing them of the decision and advising of the right to appeal if the employee is dissatisfied with the outcome.

50.6.3 Right to Appeal
If the employee is dissatisfied with the outcome they should submit an appeal in writing to the HR Manager within 5 days of being notified of the outcome. If an appeal is submitted, the employee will be invited to attend an appeal hearing within 5 days of receipt of the appeal letter.

50.6.4 Disciplinary Procedure
Where the evidence gathered in the investigation and during the meetings, indicates to the Company that a disciplinary offence has been committed, the Company’s Disciplinary Procedure will be instigated and a disciplinary hearing under that procedure will be arranged to deal with the alleged disciplinary offence. In accordance with that procedure, the alleged perpetrator will be provided with relevant evidence about the allegations against him or her and will be given an opportunity to respond.

Where the investigation indicates that no disciplinary offence has been committed, all parties involved will be notified in writing.

50.7 Status of this Policy
This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.

51.0 DISCIPLINARY PROCEDURE

51.1 Introduction
In order to maintain a safe work environment, protect the operation of Black & Veatch’s business and to protect the rights of the employees, the Company operates a disciplinary procedure. The purpose of this procedure is to ensure consistent and fair treatment of disciplinary issues, and to help and encourage employees to achieve and maintain appropriate standards of conduct. Performance related issues will be dealt with through the
**Capability Procedure**, and sickness absence through the **Absence Management Procedure** outlined in this Employee Handbook.

This procedure will be followed in normal circumstances, but there may be occasions when it will be inappropriate, e.g. employees with less than 12 months continuous service.

This procedure is designed to establish the facts quickly and deal consistently with disciplinary issues. Management may choose to deal with minor instances of misconduct informally, by way of counselling, guidance or instruction or by informally cautioning the employee. If a problem continues or management judges it to be sufficiently serious, this procedure will apply.

In some cases it may be difficult to distinguish between capability and conduct however it is important to distinguish between them as early as possible to ensure that the most appropriate procedure is followed. If the issue is related to performance, the **Capability Procedure** should be followed as outlined in this Employee Handbook. If it is clear that the issue is related to misconduct, the following Disciplinary Procedure should be followed.

The Company will not usually dismiss an employee for a first offence, unless the offence amounts to gross misconduct in which case the employee will be dismissed without notice or pay in lieu.

The Company will not take any formal disciplinary action under this procedure without:

- Carrying out a prompt investigation. The employee will be informed whether any meeting he or she is asked to attend is investigatory or disciplinary.
- Advising the employee by letter setting out the complaint made and possible outcomes of the disciplinary hearing. The letter will advise that the employee must attend the disciplinary hearing to discuss the matter and confirm the date, time and location of the meeting.
- Providing the employee with the relevant evidence.
- Giving the employee, together with permitted companion (see 1.5.3 Right To Be Accompanied) a reasonable opportunity to consider the evidence.
- Explaining the Company’s case at the meeting and giving the employee an opportunity to put forward their case in respect of the allegations made.
- Ensuring the employee has the right to appeal against dismissal or other disciplinary action.

Depending on the seriousness of the misconduct or the employee’s disciplinary record taken as a whole, Level 1 or 2 of the procedure may be omitted. In certain circumstances it may be appropriate to suspend the employee from work on full pay to enable the investigation to take place. Suspension on full pay does not amount to a disciplinary sanction.

The Company has other policies which are relevant to disciplinary matters such as the **Code of Conduct**, **Health and Safety Policy**, and the **IT and E-mail Policy**. This procedure should be read as incorporating provisions relating to discipline in any other Company policies.

Each stage of the procedure will be carried out without unreasonable delay.

The Company will keep records of any action taken under the disciplinary procedures. Wherever possible, these will be treated as confidential.
51.2 Informal Discussions/Counselling

Before taking any disciplinary action in cases of minor misconduct, the employee’s supervisor will normally make every effort to resolve the matter by informal discussions with the employee. Usually, minor shortcomings in personal discipline will be resolved by counselling/coaching session between the employee and their supervisor – areas for improvement will be identified and guidance given to how improvement might be achieved. An informal discussion of this kind does not form part of the Formal Disciplinary Procedure.

Where the matter is too serious to be classed as minor, or the informal approach has not been effective, the formal procedure can be used immediately.

51.3 Ordinary Misconduct

The following is a non-exhaustive list of the types of offence regarded by the Company as a breach of the disciplinary procedure. In the first instance, such offences would normally be handled by either informal discussions or written warnings.

- absence from the place of work without authorisation or reasonable cause
- breach of security requirements or health and safety rules applicable to employment location
- failure to maintain satisfactory relationships with colleagues and management
- failure to ensure that dress and grooming are appropriate to the working environment
- unauthorised activities during working hours or on Company premises
- disorderly conduct of a minor nature
- minor abuse of the Company’s facilities, including telephone, email and Internet
- if the employee’s role involves driving, failure to report immediately any type of driving conviction or summons which may lead to the employee’s conviction.

This procedure will be used whenever a supervisor believes that a disciplinary offence has taken place. HR will be informed at the earliest possible opportunity.

51.4 Gross Misconduct

Very serious acts of misconduct may result in summary dismissal, i.e. dismissal without notice or pay in lieu of notice. The following list, which is not exhaustive, indicates the type of misconduct, which the Company considers to be Gross Misconduct:

- Unauthorised disclosure of Company confidential information or personal information.
- Attempted or actual theft or fraud from or of the company, its customers, suppliers or visitors.
- Falsification of records (including time sheets, absence records and so on, in respect of the employee or a fellow employee).
- Deliberate or reckless damage to, or misuse of, the company’s, customer’s, supplier’s or other employee’s property.
• Threatening behaviour including fighting, bullying and intimidation.

• Acting in any way likely to bring the Company into disrepute or damage the efficiency of its operations, or to cause the Company to lose faith in the employee’s integrity.

• Being unfit for work, or being under the influence of alcohol, drugs or any other intoxicating substance while at work, to the extent that their work performance or behaviour may be adversely affected.

• Possession of an illegal substance, for example illegal drugs in the UK or alcohol in Saudi Arabia on company or customer premises.

• Bullying, threatened or actual violence or abusive behaviour, irresponsible behaviour, harassment, victimisation or discrimination against an individual for whatever reason, including sex, race, gender reassignment, disability, sexual orientation, age, religion or belief, marital or civil partnership status and including the fact that an individual has raised a grievance or concern in good faith and in an appropriate manner.

• Gross negligence, carelessness or recklessness which could result in serious damage to or misuse of property (including data) owned by the company or for which the Company is liable or responsible.

• Serious or persistent acts of insubordination, failure to co-operate with management or failure to carry out reasonable instructions.

• Being charged with and/or convicted of a criminal offence, which, in the opinion of the Company, demonstrates unsuitability for further employment.

• Indecent or immoral behaviour.

• Wilful or negligent interference with misuse of or damage to the Company’s data (whether held manually or electronically), computers, computer network, e-mail system, hardware or software. Failure to comply with all relevant legislation and any other agreed rules relating to the storage and retrieval of data.

• The unauthorised use or misuse of the computer system, including without limitation, serious inappropriate use of the internet or e-mail, playing computer games and downloading of inappropriate files or programmes, pornography, or serious breach of the Company’s IT and E-mail Policy.

• Any misconduct which may endanger the health or well being of the employee or any other people, or contravention of the Company’s Health and Safety Policy and practices.

• Any misconduct that may result in material loss to the Company.

• The withdrawal of the employee’s driving licence for any reason where their job responsibilities necessitate the employee to drive.

• The carrying on of personal business or unauthorised activities during working hours by employees who are working away from Company premises.

While the alleged gross misconduct is being investigated, the employee may be suspended without prejudice to the outcome, during which time they will be paid their normal salary while the Company investigates the alleged offence. Such suspension is not regarded as a form of disciplinary action and will be for as short a period as possible. The employee will
be required to attend a disciplinary hearing within 5 working days (this may be longer if the
period of suspension has been renewed) and the employee therefore, must ensure they are
available during normal working hours while suspended.

If the employee is found to have committed an act of gross misconduct, they will be
dismissed without notice or payment in lieu of notice.

51.5 Formal Procedure

51.5.1 Investigation of Complaint
Where it appears that a breach of discipline has occurred or reoccurrence of a disciplinary
offence following an informal discussion, the alleged offence must be fully investigated by
an individual qualified to understand the issue. The investigator may be a supervisor from
the employee’s department but will not normally be the immediate supervisor.
Alternatively, a member of the HR team may be assigned as the investigator. Under any
circumstances, the investigator will not be the same person who will conduct the
disciplinary hearing.

The disciplining supervisor may be the supervisor but where this conflicts with elements of
this policy, it will be a supervisor of equivalent status. Where the disciplinary action may
include dismissal, the disciplining supervisor will be a senior manager.

51.5.2 Confirmation of Disciplinary Hearing
If, after an investigation, it is clear a breach of discipline has occurred, the HR Department
will organise a disciplinary hearing. The employee will be informed in writing (no later
than 3 working days prior to the disciplinary hearing) of the allegations made against them,
the date, time, and location of the disciplinary hearing, and who will be in attendance. At
this point, the employee will usually be given copies of the evidence collated as part of the
investigation, unless there is a requirement to protect witnesses or confidentiality.

51.5.3 Right to be Accompanied
The employee is entitled to be accompanied by a colleague or an accredited Trade Union
official to the disciplinary hearing. It is the employee’s responsibility to arrange
representation and to inform the person conducting the hearing who is attending. At the
hearing, the representative is entitled to ask questions, make representations and confer with
the employee. The employee has the right to adjourn the disciplinary hearing, should they
wish to confer with their representative in private. However, representatives may not
answer questions put directly to the employee. Should the employee wish the disciplinary
hearing to be delayed in order to fully prepare or to ensure their representative can attend,
they must inform the HR Department no less than 48 hours prior to the disciplinary hearing.
Disciplinary hearings will not normally be delayed by more than 5 working days.

51.5.4 Employee’s Response
During the hearing, the employee will have the opportunity to state their case, put forward
new evidence, challenge the allegations and advise any mitigating circumstances that they
may wish to be considered in defence prior to a decision. The employee may also call upon
their own witnesses. The Company investigator will first put forward the case against the
employee.
51.5.5 Decision of Disciplinary Hearing

The disciplining supervisor will decide the level of disciplinary action, if any, to take and will verbally inform the employee after the disciplinary hearing.

Before deciding on disciplinary action, the following factors will be considered:

- the seriousness of the offence
- the penalty imposed in similar cases in the past
- previous disciplinary action currently in force
- any mitigating circumstances
- whether the proposed penalty is reasonable in all the circumstances
- any evidence collated as part of an investigation.

The HR Department will confirm the disciplinary action in writing. When a warning is issued it will comprise the following:

- reason for the warning
- improvement required and timescale or review date for improvement, and support the Company will provide if appropriate
- sanction imposed and an indication of the next level of sanction if there is failure to improve
- duration of the warning
- employee’s right to appeal.

51.6 Stages of Disciplinary Action

51.6.1 Level 1 Warning

The Company may issue a Level 1 warning if the offence is serious or if following an informal discussion, misconduct continues or is repeated, or if there is a further offence of a different nature. Normally this level should remain in force for 6 months but a longer period may be stated in exceptional circumstances.

51.6.2 Level 2 Warning

The Company may issue a Level 2 warning if the required improvement is not achieved within the timescale of the Level 1 warning, if a further misconduct occurs, or if the offence is so serious that it merits it, regardless of whether a Level 1 has been issued. Normally this level remains in place for 12 months but a longer period may be stated in exceptional circumstances.

51.6.3 Final Warning

The Company may issue a Final Warning if the required improvement is not achieved within the timescale of the Level 2 warning, if a further misconduct occurs, or if the offence is so serious that it merits it, regardless of whether previous warnings have been issued. A final warning will normally cease to have effect after 12 months but a longer period may be stated in exceptional circumstances.
51.6.4 Dismissal
The Company may dismiss an employee where the required improvement is not achieved within any timescale stated in a final warning or if further misconduct takes place during the timescale of final warning, or if it is reasonably believed that the employee has committed an act of gross misconduct.

51.6.5 Appeals
If an employee is dissatisfied on any point of disciplinary action they may refer the matter through the appeals procedure. An employee wishing to appeal against a disciplinary decision should notify the HR Department within 5 working days of the disciplinary action complained of, or any dismissal.

A senior manager of the Company, who will normally be a manager not previously involved in the case or with responsibility for the employee, will hear the appeal within ten working days of receiving the grounds for appeal. The senior manager’s decision will be final. The senior manager conducting the appeal will allow the individual and the Company to present their cases. At the end of the hearing, the decision on the appeal will be communicated to the employee orally and in writing within three working days of the hearing.

Where it is not possible for the person conducting the appeal to give a decision immediately following the hearing the decision will be given as soon as reasonably practicable thereafter.

A member of the HR team will (where practical) support the supervisor holding the disciplinary and appeals hearings. An employee has the right to be accompanied during an appeal.

51.6.6 Records
The Company will retain records detailing any action taken under the disciplinary procedure, including notes of hearings, defences raised by the employee being disciplined, any action taken (including the reasons for that action) and the outcome of any appeal. These records shall be kept confidential but copies will normally be given to the employee on request unless it is necessary to withhold certain information, for example, to protect witnesses or confidentiality.

51.7 Status of this Policy
This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.

52.0 EMPLOYEE REFERRAL BONUS POLICY

52.1 Introduction
The Referral Bonus Policy encourages existing employees to play a key role in Black & Veatch’s recruitment process by referring quality candidates to us, especially those who may not otherwise have been considering a career with the Company.
52.2 Policy

Identifying, selecting and appointing the best candidates for certain positions can be a long, expensive and complex process. At the Company it is recognised that employees can significantly help in playing a key role in the recruitment process by identifying suitable qualified candidates, for open positions and encouraging them to apply to us.

To supplement our existing sources of quality candidates, the Company is actively encouraging employees to refer new candidates for job openings. Each employee making a successful referral will be rewarded through the payment of a Referral Bonus, in accordance with the policy rules and exclusions, as described below.

52.3 Referral Bonus

The Company will pay a Referral Bonus for the successful recruitment of the following candidates:

- £500 Administrative Referral Bonus for an administrative position
- £500 Graduate Referral Bonus for a qualified graduate (within a year of graduation)
- £1,000 Standard Referral Bonus for a qualified technical or managerial professional
- An additional bonus may be paid for successful recruitment for a position that is proving difficult to fill. This is at the discretion of the HR manager and the hiring manager.

Payment is made in two instalments. All payments are made through Payroll and are subject to income tax and NI contribution deductions.

- The first instalment of 50% of the Referral Bonus will be paid the month following the referred professional’s start date
- The second instalment of 50% of the Referral Bonus will be paid the month following the successful completion of 6 months service by the referred professional
- If the referred professional leaves the Company before completing 6 months service, the second instalment of the Referral Bonus is not payable, and there will be no claw back for the first instalment.

52.4 Rules

For each qualified candidate referred, the referring professional must complete an Employment Referral Form and submit it to the HR Department, prior to any contact between the candidate and HR, the recruiter or the hiring manager.

- Referrals must be with the permission of the candidate being referred and must be known to the referring employee. Referrals are invalid if the candidate has approached the Company directly prior to the completed Employment Referral Form being received by the HR Department.
- If the same candidate is referred by more than one professional and a successful recruitment occurs, then the Referral Bonus will be payable only to the professional whose referral was received first by HR.
- Only current employees (i.e. those in employment at the time the bonus payment becomes due) are eligible to receive payments under this policy.
A referral is valid for one year or until successful appointment (whichever is the sooner) and thereafter expires. It cannot be renewed by the referring professional or any other professional.

The employee who has recommended the candidate will not be permitted to act as referee or as interviewer for that candidate, nor will he/she be allowed to take part in the selection process.

There is no limit to the number of referrals that can be made in any year, provided they meet the rules as described.

52.5 Exclusions

The following employees are ineligible to participate in the Employee Referral Bonus:

- Executives
- Corporate, Divisional Human Resources Directors and HR employees
- Hiring managers and other employees who are directly involved in the hiring process of the individual being referred.

A Referral Bonus will not be paid on referrals of:

- Employees currently employed by the Company or a subsidiary of the Company
- Former employees who have left our employment within the last six months
- Immediate family members or domestic partners of current employees
- Students who are currently enrolled in school
- Subcontractors, agency workers, temporary workers or contract staff currently working for the Company or who have worked for the Company in the last 2 years
- Candidates for which a fee is paid to a third party in connection with their hiring
- Candidates who have submitted their CV, which was received within the last 12 months.

52.6 Status of this Policy

This policy does not give contractual rights to individual employees. We reserve the right to alter any of its terms at any time although we will notify employees in writing of any changes.
53.0 EQUAL OPPORTUNITIES POLICY

53.1 Introduction
Black & Veatch is committed to a policy of treating all its employees and job applicants equally. No employee or potential employee shall receive less favourable treatment or consideration on the grounds of sex, race, gender reassignment, disability, sexual orientation, age, religion or belief, marital or civil partnership status, or will be disadvantaged by any conditions of employment or requirements of the Company that cannot be justified as necessary on operational grounds.

53.2 Responsibilities
Every senior executive, member of management, and all employees, are instructed that:

- there should be no discrimination on account of sex, race, gender reassignment, disability, sexual orientation, age, religion or belief, marital or civil partnership status
- the Company will appoint, train, develop, reward and promote on the basis of merit and ability
- all employees have personal responsibility for the practical application of the Company’s Equal Opportunity Policy, which extends to the treatment of employees and it’s stakeholders
- special responsibility for the practical application of the Company’s Equal Opportunity Policy falls upon supervisors involved in the recruitment, selection, promotion and training of employees.

53.3 Grievance
The Company’s Grievance Procedure is available to any employee who believes that they may have been affected by unfair discrimination, details of the Grievance Procedure can be found in this Employee Handbook. If the complaint involves bullying and harassment, a modified procedure is outlined in the Dignity at Work Policy which can be found in this Employee Handbook.

53.4 Disciplinary
Disciplinary action will be taken against any employee who is found to have committed an act of unlawful discrimination. Discriminatory conduct and/or harassment will be treated as gross misconduct, details of the Disciplinary Procedure can be found in this Employee Handbook.

In the case of any doubt or concern about the application of the policy in any particular instance, an employee should consult the HR Department.

53.5 Status of this Policy
This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.
54.0 RIGHT TO REQUEST FLEXIBLE WORKING POLICY

54.1 Introduction

Black & Veatch is committed to give due consideration to any applications for flexible working from employees who are parents with responsibilities for childcare for children under age 6 or disabled children under the age of 18, or employees who care for an adult. This will take account of operational and business needs and the need to maintain a positive work/life balance.

54.2 Applications

Applications for flexible working may be made by an employee who has a minimum of 26 weeks of continuous service with the Company at the time of the request, and fulfils one of the following criteria:

- parent with responsibility for the upbringing of a child under age 6 or disabled child under the age of 18
- carer of an adult living at the same address, including a spouse, partner or civil partner, parents, grandparents, aunts, uncles, siblings etc

Applications may only be made for the above purposes. The person who is being cared for must live at the same address as the employee who is applying for flexible working. Only one application may be made within a 12-month period.

The employee must apply in writing or by e-mail, setting out the proposed flexible working arrangements, explaining the impact to the Company and how they envisage it may be accommodated. Applications should be sent to the HR Department who will discuss the application with the employee’s supervisor.

Flexible working arrangements may include for example: part time working, staggered start and finish times, compressed hours, taking unpaid leave in the form of a sabbatical or working from home some of the time (not all of these arrangements will be practical in every situation).

The supervisor will discuss the proposal with the employee as soon as possible and within 28 days of receipt of the application. The employee has the right to be accompanied by a fellow colleague at the meeting.

The outcome of the application will be confirmed in writing within 14 days of the meeting. If the application is rejected, the employee will be advised of the specific business reasons which prevent the proposal from being accepted.

If the proposal is accepted, every attempt will be made to implement the changes within 8 weeks.

In some cases the Company may opt to initially implement the changes on a trial basis for a defined period, in order that the impact on operations can be fully assessed.

54.3 Amendments to Terms and Conditions

Where the change involves a reduction in working hours, salary and annual leave will be reduced on a pro rata basis.
54.4 Review Date

If the flexible working arrangement is for a trial or defined period, i.e. once a child reaches the upper age limit, the flexible working arrangements will be reviewed. A further discussion will be held between the supervisor and employee to discuss reverting back to the original working arrangements.

54.5 Appeal Process

Where an application is rejected, employees have the right to appeal against the decision. The appeal must be made in writing to the employee’s supervisor within 14 days of the notification of the decision.

The supervisor will hold a meeting with the employee to discuss the appeal. Where practical, an HR representative will also attend the appeal meeting. The employee has the right to be accompanied by a fellow colleague at the meeting. The outcome of the appeal will be confirmed in writing.

54.6 Status of this Policy

This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.

55.0 GRIEVANCE PROCEDURE

55.1 Introduction

It is Black & Veatch’s policy to ensure that employees with a grievance relating to their employment can use a procedure to help resolve issues as quickly and fairly as possible. The Company will deal promptly and fairly with all employee complaints.

An employee should follow the Grievance Procedure if they have a grievance or complaint regarding, amongst other things, terms and conditions of employment, alleged unfair treatment including, equal opportunities, work relations, health and safety, working conditions and procedures. If an employee has a harassment and bullying complaint, the employee should make use of the Company’s Dignity at Work Policy available in this Employee Handbook. Employees are assured that the use of this procedure in an appropriate manner will not prejudice their future employment.

This procedure may be used by current employees, and ex-employees who raise their grievance after leaving the Company but do so without unreasonable delay. An ex-employee may if appropriate and by mutual written consent agree to move immediately to the final stage of the procedure.

55.2 Informal Discussions

If an employee has a grievance, they should discuss it informally with their immediate supervisor. It is hoped that the majority of concerns can be resolved at this stage.

Where a complaint or grievance relates to the employee’s immediate supervisor, the Grievance Procedure can be commenced at a stage above that in which the supervisor would be involved, or by approaching the HR Department.
55.3 **Representation**

At any of the formal stages of the Grievance Procedure an employee has the right to be accompanied by a colleague or an accredited Trade Union official who has agreed to act as their representative. It is the employee’s responsibility to arrange representation and, in the case of a formal grievance hearing, to inform the organiser who is attending.

During the hearing, the representative is entitled to ask questions and confer with the employee. However, representatives are not entitled to answer questions, on behalf of the employee, put directly to the employee. Another member of the management team will be present with the supervisor holding a formal grievance hearing. This will normally be a member of the HR Department.

55.4 **Formal Procedure**

55.4.1 **Stage 1 – Grievance Advice**

If an employee feels that the matter has not been resolved through informal discussions, they should write to their immediate supervisor, setting out the basis of their grievance and request a meeting. The employee must include sufficient explanation of the basis of their grievance. Where a matter affects a group of employees, the Company may suggest that a spokesperson is appointed.

55.4.2 **Stage 2 – Grievance Meeting**

Once the supervisor has had a reasonable chance to consider the grievance, the employee or spokesperson will be invited to attend a meeting to discuss the grievance (normally within five working days). The employee must take all reasonable steps to attend the meeting and may be accompanied by a representative (see 1.3 Representation).

Within five working days of the meeting, the supervisor will respond with a decision in writing, and advise the employee if they are dissatisfied with the decision that they can appeal to the supervisor’s manager.

55.4.3 **Stage 3 - Appeal**

If the employee (or group of employees) wishes to appeal, they must write to the supervisor’s manager outlining the nature of the grievance and the stages previously taken. The employee or spokesperson will be invited to a further meeting to discuss the grounds for appeal. The employee or spokesperson must take all reasonable steps to attend the meeting and may be accompanied by a representative (see 1.3 Representation).

Where practical and in order to minimise disruption, the employee will be told by the supervisor’s manager the outcome of the meeting and receive written confirmation within five working days. This time period may be extended where it is necessary to carry out further investigation of the issue. If so an explanation will be given to the employee.

There will be no further levels of appeal.

55.5 **Records**

All grievance procedures and records will be kept confidential. Copies of these records will normally be given to the employee on request unless it is necessary to withhold certain information, for example, to protect a witness.
55.6 Status of this Policy

This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.

56.0 LEAVE OF ABSENCE POLICY

This policy outlines the circumstances in which additional leave other than annual, maternity, paternity, and other statutory leave may be taken.

In cases where full salary is payable during absence, it shall be paid only where the employee does not receive, and is not entitled to claim from any other source, reimbursement of the salary appropriate for time lost.

All leave of absence under this policy is granted at the discretion of Black & Veatch’s management.

56.1 Compassionate Leave

Compassionate leave is generally granted for bereavements, and some exceptional circumstances that are deemed appropriate.

Employees should request approval from their supervisor before the leave is taken. In the event that this is not possible, they must contact their supervisor as soon as reasonably practicable.

Compassionate leave may be granted in the following circumstances and should be limited to 3 days in I. and 1 day in all other circumstances:

I. death of an immediate family member (i.e. parent, spouse, domestic partner, sister, brother, child)

II. serious injury or other medical emergency involving an immediate family member requiring the employee’s immediate attention

III. some other unavoidable, unplanned incident requiring the employee’s immediate involvement.

Compassionate leave is a discretionary period of paid leave which must be approved by the employee’s Director.

Upon returning to work an employee should return to their existing job.

56.2 Jury Service

Employees who are called upon to do jury service will normally be granted paid leave of absence provided that their supervisor has been advised of this duty in advance by the employee. Any out-of-pocket expenses must be claimed directly from the court. A statement of any payment made for loss of earnings by the court must be forwarded to the HR Department so that a corresponding payroll deduction can be made from salary.
56.3 Public Duties

The Company will grant reasonable time off to employees for statutory or public duties such as for those who act as Justices of the Peace, School Governors etc. Prior to acceptance of such an office the employee should discuss the implications with their supervisor. The HR Department should be informed of all offices held by employees.

56.4 Reserve Forces

The Company recognises the desirability of voluntary services and is prepared to consider paid leave in addition to normal annual holiday entitlement for reserve forces training. Forces included in the definition of Reserve Forces are as follows:

- **Volunteer Reserve Forces** - Royal Naval Reserve; Royal Marines Reserve; Territorial Army; Royal Auxiliary Reserve Air Force
- **The Ex-Regular Reserve Forces** - Royal Fleet Reserve; Army Reserve; Royal Air Force Reserve.

Employees who are required to attend obligatory annual training for Reserve Forces should inform their supervisor and the HR Department of the dates and duration of the training. If paid leave is approved, the Company pays the difference between forces pay/allowances and the employee’s salary, if the latter is greater, for up to 50% of the leave. The remaining part of the leave should be covered by annual leave or unpaid leave. Employees should obtain evidence of payments made to them whilst on annual training and forward this to the HR Department so that a corresponding deduction can be made from their salary.

56.4.1 Call out

Under the Reserve Forces Act 1996, all reservists may be called out or recalled for service in the event of “imminent national danger, great emergency or actual or apprehended attack on the UK”. If an employee is ‘called out’ the Company has the right to seek deferral or exemption to the call out. At the end of the call out period the employee has the right to return to work on no less favourable terms and conditions than those, which would have applied if the employee had not been called out. A request to return to work must be made in writing to the Company. Whilst on call out the employee will receive military pay from the Reserve Forces.

56.5 Unpaid Leave

Absence without pay is discretionary and granted in special cases with the approval of the employee’s director. All such absences must be recorded by the employee’s department and must be advised to the HR Department in advance.

If request is for childcare or dependant care then please refer to the Parental Leave Policy and Dependants Leave Policy in this Employee Handbook.

56.6 Status of this Policy

This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.
57.0 MATERNITY POLICY

57.1 Introduction

This policy sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth and gives details of the arrangements for antenatal care, pregnancy-related illness, and maternity leave and pay.

Black & Veatch recognises that, from time to time, employees may have questions or concerns relating to their maternity rights. It is the Company's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the maternity provisions are complex, if an employee becomes pregnant they should clarify the relevant procedures with the HR Department to ensure that they are followed correctly.

The following definitions are used in this policy:

'Expected week of childbirth' means the week, starting on a Sunday, during which the employee's doctor or midwife expects the employee to give birth.

'Qualifying week' means the 15th week before the expected week of childbirth.

Ordinary maternity leave (OML) – this is the first 26 weeks of maternity leave, available to all employees who comply with the notification requirements.

Additional maternity leave (AML) – this is the additional 26 weeks of maternity leave, available to all employees who comply with the notification requirements. It starts immediately after OML.

Statutory maternity pay (SMP) – this is what employees are entitled to be paid for 39 weeks during the maternity leave. SMP is only available to employees who have the necessary continuous service at the qualifying week and who comply with the notification requirements.

57.2 Time off for Antenatal Care

All pregnant employees, regardless of length of service, are entitled to request reasonable paid time off work to attend antenatal appointments for antenatal care prescribed by a doctor or midwife. Employees may be asked to provide evidence of appointments and/or that they are pregnant.

Antenatal care may include relaxation and parent craft classes that the employee's doctor, midwife or health visitor has advised them to attend, in addition to medical examinations.

The employee should endeavour to give their supervisor as much notice as possible of antenatal appointments and, wherever possible, try to arrange appointments outside of working hours. If this is not possible, then at a time when disruption to the business is minimised, as near to the start or end of the working day as possible.

57.3 Health and Safety

The Company is required to carry out risk assessments to assess the workplace risks to pregnant women, women who have recently given birth or are breastfeeding. If this is the case an employee should notify the HR Department as soon as reasonably practical, to arrange a Health and Safety Risk Assessment on the employee’s duties and immediate working environment. Any risks identified will be notified to the employee immediately.
If the risk assessment reveals that the employee could be exposed to health hazards in carrying out their normal job duties, the Company will take such steps as are reasonably necessary to avoid those risks, such as altering the employee’s working conditions, or if this is not possible offer the employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable. In the event that this is not possible, the Company reserves the right to suspend the employee on full pay until they are no longer at risk, which could be until the commencement of the maternity leave (this does not affect statutory or contractual employment and maternity rights). The employee will be entitled to normal salary and contractual benefits during the suspension period; unless an offer of suitable alternative employment has been unreasonably refused.

If the employee has any concerns about their health and safety at any time they should consult the HR Department immediately.

57.4 Notification of Pregnancy

On becoming pregnant, an employee should notify their supervisor as soon as possible, so that any health and safety issues may be considered by the Company.

In order to qualify for maternity leave, the employee must give written notice to their supervisor by the end of the qualifying week, or as soon as reasonably practicable afterwards. The written notice must state the following:

- the fact that they are pregnant
- expected week of childbirth
- date on which they intend to start their maternity leave.

The employee must also provide a MAT B1 form, which is a signed certificate from a doctor or midwife confirming the expected week of childbirth. The form must have either the doctor’s name and address or the midwife’s name and registration number on it.

If the employee is unable to give the required notice because maternity leave starts sooner than anticipated, as long as notice is given as soon as possible, they may not lose the right to take maternity leave. Failure to provide any notice may result in losing the right to maternity leave, and the right to SMP.

The employee is permitted to bring forward their maternity leave start date, provided that they advise the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone their maternity leave start date, provided that they advise the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Company will formally respond in writing to the employee's notification of their leave plans within 28 days, confirming the expected return to work date if they take their full 52-week entitlement to maternity leave.

57.5 Maternity Leave

All pregnant employees are entitled to take up to 26 weeks' OML and up to 26 weeks' AML. This is regardless of the number of hours worked or length of service. AML begins on the day after OML ends.
OML can start at any time after the beginning of the 11th week before the employee's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- employee's chosen start date
- if the baby is born before the date chosen for maternity leave, SMP will start on the day after the birth of the child
- if employees are absent for a pregnancy-related reason in the four weeks before the expected week of childbirth their maternity leave and SMP will start on the day after the birth of the child.

If the employee gives birth before the maternity leave was due to start, the Company must be notified in writing of the date of the birth as soon as reasonably practicable.

An employee must legally take a minimum of 2 weeks maternity leave immediately after the birth of the child.

During OML and AML, the employee's contract of employment continues in force and they are entitled to receive all their contractual benefits, except for salary which will be replaced by SMP if the employee is eligible to receive it. In particular, any benefits in kind (such as life assurance, private medical insurance, permanent health insurance, private use of a company car, laptop and mobile phone) will continue; contractual annual leave entitlement will continue to accrue; and pension contributions will continue to be made provided that the employee is receiving SMP. Employee pension contributions will be made for the duration of SMP and based on actual pay, while employer contributions will be based on the salary that the employee would have received had they not gone on maternity leave.

Optional salary sacrifice benefits such as childcare vouchers will cease on the commencement of SMP.

As employees can not take holiday whilst on maternity leave, if the holiday year is due to end during or shortly after maternity leave, employees may want to take holiday before starting their maternity leave, or might consider ending their maternity leave early and transferring onto paid holiday in order to use up their entitlement.

In addition only 5 days of holiday entitlement can be carried over from one holiday year to the next.

### 57.6 Statutory Maternity Pay (SMP)

SMP is payable for up to 39 weeks during maternity leave. An employee is entitled to SMP if the employee:

- has been continuously employed by the Company for at least 26 weeks at the end of the qualifying week and are still employed during that week
- average weekly earnings in the 8 weeks up to and including the qualifying week are not less than the lower earnings limit for national insurance contributions
- is still pregnant 11 weeks before the start of the expected week of childbirth (or has already given birth)
- has provided a MAT B1 form stating the expected week of childbirth and
has given the Company proper notification of the pregnancy in accordance with the rules set out above.

For the first 6 weeks, SMP is paid at the higher rate, which is equivalent to 90% of the employee's average weekly earnings calculated over the period of 8 weeks up to and including the qualifying week. For the purpose of calculating average weekly earnings, shift allowances, overtime payments, bonuses and commission are all included.

The standard rate of SMP is paid for the remaining 33 weeks (or less if the employee returns to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of the employee's average weekly earnings calculated over the period of 8 weeks up to and including the qualifying week if this is lower than the Government's set weekly rate. The standard rate of SMP from 1 April 2009 is £123.06 per week

SMP is treated as earnings and is therefore subject to income tax and national insurance deductions.

Payment of SMP cannot start prior to the 11th week before the employee's expected week of childbirth. SMP can start from any day of the week in accordance with the date the employee starts the maternity leave.

SMP is payable whether or not the employee intends to return to work after their maternity leave.

Employees who are not entitled to SMP may be entitled to receive maternity allowance payable by the Government.

57.7 Company Maternity Pay

The Company pays in excess of statutory benefits for pregnant employees provided that they:

- qualify for SMP
- have been actively employed by Black & Veatch for 12 months prior to the commencement of the expected week of childbirth
- must have returned to work for at least 12 months following any maternity leave period

Company Maternity pay is paid at full pay for the first 3 months of maternity leave. SMP will be paid for the remaining period, in line with the statutory provisions.

Should the employee leave the Company prior to or within 12 months of returning to work, the amount will be repaid to the Company on a pro rated basis. For example, if the employee leaves after 3 months 75% will be repaid, after 6 months 50% and after 9 months 25%.

57.8 Sickness Absence

During pregnancy if an employee is absent from work owing to sickness, normal statutory or contractual sick pay will be received. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before the expected week of childbirth, the maternity leave will start automatically.

If the employee is absent from work wholly or partly because of pregnancy during the 4 weeks before the expected week of childbirth, the Company must be notified in writing, as soon as reasonably practicable.
57.9 Contact during Maternity Leave

Shortly before an employee's maternity leave starts, the Company will discuss the arrangements to keep in touch during the leave, should the employee wish to do so. The Company reserves the right in any event to maintain reasonable contact with the employee from time to time during the maternity leave. This may be to discuss the employee's plans for return to work, to discuss any special arrangements to be made or training to be given to ease the return to work or simply to provide an update on developments at work.

57.10 Keeping-in-Touch Days

Except during the first 2 weeks after childbirth, an employee can agree to work for the Company (or to attend training) for up to 10 days during either OML or AML without that work bringing the period of the maternity leave to an end and without loss of a week's SMP. These are known as 'keeping-in-touch' days. Any work carried out on a day shall constitute a day's work for these purposes. However, payment will only be made for the hours worked.

The Company has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during maternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between the Company and the employee. Any keeping-in-touch days worked do not extend the period of maternity leave. If a keeping in touch day is worked, the employee must notify the HR department as soon as possible.

57.11 Returning to Work

The employee will have been formally advised in writing by the Company of the expected return to work date, if the full 52-week entitlement to maternity leave is taken. The employee is expected to return on this date, unless the Company is notified otherwise. If the employee is unable to attend work at the end of the maternity leave due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

While the employee is under no obligation to do so, it would assist the Company if they confirmed as soon as convenient during the maternity leave that they will be returning to work as expected.

If the employee wishes to return to work earlier than the expected return date, they must give the Company at least 8 weeks' notice of the early return date, in writing. If they fail to do this, the Company may postpone the return to such a date as will give the Company 8 weeks' notice, provided that this is not later than the expected return date.

If the employee decides not to return to work after maternity leave, they must give notice of resignation as soon as possible and in accordance with the terms of the contract of employment. If the notice period would expire after maternity leave has ended, the Company may require the employee to return to work for the remainder of the notice period.

57.12 Rights on and after Return to Work

On resuming work after OML, the employee is entitled to return to the same job as occupied before commencing maternity leave on the same terms and conditions of employment prior to the absence.
On resuming work after AML, the employee is entitled to return to the same job as occupied before commencing maternity leave on the same terms and conditions of employment prior to the absence. However, if it is not reasonably practicable for the Company to allow the employee to return to the same job, it may offer the employee suitable alternative work, on terms and conditions that are no less favourable than would have applied prior to the absence.

An employee who worked full-time prior to the maternity leave has no automatic right to return to work on a part-time basis or to make other changes to the working pattern. However, all requests for part-time work or other flexible working arrangements will be considered in line with the Right to Request Flexible Working Policy available in this Employee Handbook.

57.13 Resignation

If employees want to resign, they must give the proper amount of notice due under their contract of employment. Employees will retain full entitlement to SMP unless they start working for a new employer after their baby is born.

57.14 Status of this Policy

This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.

58.0 PARENTAL LEAVE POLICY

58.1 Introduction

All eligible employees are entitled to 13 weeks unpaid leave for the purposes of looking after a child.

58.2 Qualification Requirements

To qualify for parental leave the employee must have a minimum of one year’s continuous service with Black & Veatch at the time the leave period begins, and fulfil one of the following criteria:

- be the parent of a child who is under 5 years of age
- have adopted a child under the age of 18 (the right to parental leave lasts for a period of five years from the date of adoption or until the Child’s 18th birthday, whichever is sooner)
- have acquired formal parental responsibility for a child who is under 5 years of age.

58.3 Notification

Employees wishing to take parental leave must apply to their supervisor by completing a Parental Leave Application Form available on the Human Resources page of the Water Europe iNET, or alternatively by contacting the HR Department. All applications for parental leave need to be made at least 21 days in advance of the start of the leave.
If it is considered that the period of parental leave requested would unduly disrupt the business, the Company may postpone the leave for up to 6 months from the proposed start date. However, if notice has been given to take parental leave when a child is born or is placed for adoption, the Company cannot postpone the period of leave. In such cases the Company must be given 21 days notice before the expected week of child birth or the child is due to be placed for adoption. The HR Department will write to confirm if the leave has been approved or postponed.

Employees may prefer to take paid paternity leave around the time the child is born or placed for adoption, details of the Paternity Leave Policy can be found in this Employee Handbook.

### 58.4 Parental Leave

Employees are entitled to a total of 13 weeks’ parental leave for each qualifying child, but can take no more than 4 weeks’ parental leave per year (starting at the point of eligibility for the child). Parents of disabled children are entitled to 18 weeks parental leave. Parental leave must be taken in periods of a whole week or weeks; periods of less than a week (e.g. 3 days) will count as one week of entitlement taken. Parents of disabled children may take leave in shorter periods.

For part time staff, parental leave entitlement will be calculated on a pro rata basis, proportionate to the number of hours worked.

### 58.5 Pay

Parental leave is a period of unpaid leave; therefore normal pay will be suspended. All other benefits will continue during the parental leave period.

### 58.6 Returning to Work

On resuming work after parental leave, the employee is entitled to return to the same job as they occupied before commencing parental leave on the same terms and conditions of employment as if they had not been absent, provided that the leave was for a period of 4 weeks or less.

### 58.7 Status of this Policy

This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.

### 59.0 PATERNITY LEAVE POLICY

#### 59.1 Introduction

All eligible employees will be entitled to take paternity leave of up to 2 weeks when their wife, civil partner, or partner gives birth to a child, to take care of the child or mother. Where a couple adopts a child, one of the couple may be entitled to paternity leave.
59.2 Qualification Requirements

To qualify for paternity leave the employee must:

- have been continuously employed by Black & Veatch for a period of at least 26 weeks up to the end of the 15th week prior to the expected week of childbirth or the expected date of placement (if adopting a child)
- have or expect to have responsibility for the upbringing of the child
- be the biological father of the child, or married to or civil partner of the child’s mother.

59.3 Notification Requirements

An employee should notify their supervisor of their intention to take paternity leave by the 15th week before the expected week of the childbirth, or if adopting a child 7 days of being advised of a match. If this is not possible, notice must be given as soon as is reasonably practicable.

Notice must specify the following:

- expected week of the child’s birth
- length of paternity leave to be taken, up to 2 weeks
- date on which leave is to begin.
- if adopting a child, notification must specify the following:
  - date notified of having been matched with a child
  - expected date of the child’s placement
  - date paternity leave is intended to start
  - length of paternity leave, up to a maximum of 2 weeks.

If this date is to be altered, 28 days notice must be provided, or if this is not possible due to the circumstances, as soon as is reasonably practicable.

59.4 Length of Paternity Leave

Eligible employees will be entitled to take either 1 or 2 consecutive weeks’ paternity leave (not odd days).

The leave must be taken during the period of 56 days beginning with the later of one of the following:

- date on which the child is born
- 1st day of the expected week of the child’s birth
- expected date of the child being placed (if adopting).

Only one period of leave will be available to employees irrespective of whether more than one child is born as the result of the same pregnancy.
59.5 Statutory Paternity Pay

During the paternity leave, most employees will be entitled to Statutory Paternity Pay (SPP). SPP will be paid for either 1 or 2 consecutive weeks as the employee has chosen. The rate of SPP is set by the government on an annual basis.

SPP is treated as earnings and is therefore subject to PAYE and national insurance deductions.

In order to provide evidence of entitlement to paternity pay, an HMRC declaration must be completed - [http://www.hmrc.gov.uk/forms/sc3.pdf](http://www.hmrc.gov.uk/forms/sc3.pdf) and returned to the HR department. Employees that do not have access to the internet should contact the HR department for a copy of the form.

59.6 Company Paternity Pay

The Company pays in excess of statutory benefits for employees provided that they:

- qualify for SPP
- have been actively employed by the Company for 12 months prior to the commencement of the expected week of childbirth.

The Company will pay the first 2 days of paternity leave at full pay, and the remaining days at SPP.

On receipt of an HMRC declaration the HR Department will check if an employee is entitled to Company Paternity Pay, and write to the employee advising them whether they have an entitlement to additional pay.

59.7 Returning to Work

On resuming work after paternity leave, the employee is entitled to return to the same job as they occupied before commencing paternity leave on the same terms and conditions of employment as if they had not been absent.

59.8 Status of this Policy

This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.

60.0 RETIREMENT POLICY

This policy applies to the retirement of all employees.

60.1 Retirement Age

It is Black & Veatch’s policy that all employees’ intended date of retirement is their 65th birthday. However, an employee has the statutory right to request not to retire. If a request is made in accordance with the relevant legal requirements then the Company will give careful consideration to the request, and may agree to continuance beyond retirement age if exceptional circumstances apply.
60.2 Procedure Prior to Retirement

The Company will write to the employee at least 6 months before retirement age to confirm intended date of retirement and to advise that the employee has the statutory right to request not to retire.

The employee may exercise this right in writing within 3 months before the intended date of retirement. The request must state it is made under paragraph 5(3) of Schedule 6 of the Employment Equality (Age) regulations 2006, and propose employment should continue indefinitely or for specified period, or until a specified date. Any request that is late or does not meet the requirements specified does not legally need to be considered by the Company.

In addition (although not required by law) the employee should identify in the request any issues the Company should take into account when considering it and in particular explain that exceptional circumstances apply in this case, for example:

- a key worker with no current replacement
- a serious shortage of employees with employee’s skills
- continued employment would enable passing on of skills and/or training of others
- continued employment would enable assisting or completion of specific task or project.

On receipt of a request, the supervisor of the employee normally will invite the employee to a meeting to discuss it. The employee has the right to be accompanied by a fellow worker. Both parties must make all reasonable steps to attend the meeting.

Following the meeting the Company decision will be made in writing. By law the Company is not required to give reasons for the decision.

If the Company refuses the employee’s request, or allows the employee to continue for a shorter period than requested, the employee has the right to appeal. The appeal must be in writing setting out the reasons for the appeal. The employee will be invited to an appeal meeting, at which the employee may be accompanied by a fellow worker. Following the appeal meeting the Company will give its decision in writing.

60.3 Considering a Request Not to Retire

The Company will give careful consideration to any request made which meets the above requirements.

In considering an employee’s request the Company may seek the views of the supervisor and other employees. In addition the Company may consult the employee’s performance reviews, attendance and disciplinary records.

60.4 Status of this Policy

This policy does not give contractual rights to individual employees. The Company reserves the right to change this policy at any time for business reasons and/or a change in the law although employees will be notified of any changes in writing.
61.0 CAR POLICY

61.1 Introduction

Black & Veatch recognises that there is a need for its employees to travel to different offices and sites for business reasons. This policy is for eligible employees who are entitled to Company car or car allowance provisions and who are based in the UK, and all employees who join the Company who may undertake business travel or be entitled to a car allowance in the UK.

As part of the 2008/09 harmonisation the company has made a strategic decision to phase out company cars. Due to the leasing periods of the company fleet company cars will exist until around 2012 and therefore this document covers both company car use as well as car allowance policy.

This document should be read in conjunction with the Company’s Driver Handbook.

This policy aims to provide guidance to managers and employees on the use of a Company car and car allowance, business travel and travelling to and from the workplace to ensure safe standards of driving.

All drivers must complete a pre-journey safety check before undertaking a journey in their car.

Employees driving in the UK must ensure they have a valid UK driving licence or other licence deemed acceptable for use in the UK, full comprehensive insurance including business use cover, that their car is legally road worthy, and that they are medically fit to drive. If any of these conditions are not met, the employee should notify their supervisor and fleet administrator immediately.

The Company reserves the right to suspend, modify or terminate these terms and conditions at any time.

61.2 Company Car Drivers

From April 2009 the Company will offer eligible employees a car allowance only and not the option of a Company car. This section applies to Company car drivers where the lease is due to expire before 2013 or to employees who accept a used Company car (until lease provisions expire) and to employees who accept a used Company car in lieu of a car allowance until the vehicle lease expires.

Employees currently in the Company car scheme or new employees who are prepared to accept a previously used contract vehicle are expected to keep their vehicles until the existing contract end date, before being eligible for car allowance. Exceptions to this are detailed in the entitlement to car allowance.

The Company will advise the HMRC of changes to Company car or car allowance at the appropriate time. It is the responsibility of the employee to notify the HMRC of any changes that may impact their tax liabilities.

61.2.1 Insurance

Company cars are fully insured with an excess of £250 per claim. In the event that an insurance claim is made, the Company will assess on an individual basis if an employee has been negligent in looking after their vehicle. In the event that the employee has been negligent the Company reserves the right to recover the excess from the employee.

Any queries regarding Company cars should be referred to the Administration Department.
61.3 Car Allowance Drivers

61.3.1 Entitlement to Car Allowance

Employees who are entitled to a car allowance will be advised of their entitlement in their offer of employment or variation of contract, or upon applicable lease expiration. Details of the car allowance grades and amounts paid can be found in Appendix A of this policy. The provision of a car allowance requires the employee to accept the rules and any modification of the car allowance policy.

Employees may also be considered for car allowance where one of the following criteria is met:

- business miles are forecast to exceed 10,000 per year for at least a one year period or,
- a specific job family and or track requires an employee to have a car for travelling on business to sites and temporary place of work or,
- there is a compelling business case, submitted to and approved by the Executive Managing Director, for the supply of a Company car

The car allowance will not count for salary related benefits (i.e. pension) but will be paid with the monthly salary for the purposes of income tax and national insurance deductions.

The Company will advise HMRC of the change to car allowance at the appropriate time. It is the employee’s responsibility to advise HMRC that they no longer have use of a Company car.

Employees’ receiving car allowance may choose their own car, however it must be suitable for business purposes (see employee obligations).

Employees who receive a car allowance must ensure they have adequate means of transport to get them to their place of work at the time and place specified.

Employees who are in receipt of a car allowance are not able to regularly substitute another employee’s Company car or use taxis or hire cars as a regular mode of transport. They may share an occasional lift from another employee when appropriate.

Site vehicles may be used by employees’ who are in receipt of car allowance, providing that they are only using the vehicle for business purposes and not taking the vehicle to a private/home address, since this is considered a benefit in kind and therefore taxable.

Entitlement to a car allowance will cease in any of the following circumstances:

- after 6 months continuous absence, or once an employee stops receiving payments from Statutory Sick Pay which ever is longer. Please refer to the Sickness Policy
- if the employee has a medical condition or is on prescribed medication which could affect the drivers ability to operate a vehicle safely which is likely to continue for more than 6 months
- if the employee is disqualified from driving by a court of law
- if the employee is assigned overseas longterm and accompanied by immediate family (alternative arrangements may be made within the overseas policy)
- if an employee who is in receipt of a portion of their car allowance which is tax free does not complete a monthly mileage return.
61.3.2 Taxation

Some of the car allowance may be paid free of tax on a provisional basis, calculated on estimated business mileage and HMRC rules taking into account Company paid fuel. At the end of each tax year the employee must inform the HMRC of the amount of tax free allowance received (if any) plus any fuel the Company has paid for.

Generally journeys between home and work are private, except where B&V has agreed with the employee that their place of work satisfies the HMRC rules relating to temporary place of work. (see HMRC website for further details)

The HMRC mileage rates embrace all running costs including fuel. At the end of the tax year the Company may be required to verify to the HMRC the total value of fuel provided to the employee.

Each employee should submit an expense claim to the HMRC with respect to legitimate business mileage incurred solely in the performance of their duties of employment. Claims submitted may have to be substantiated with properly recorded details of private/business mileage.

61.3.3 Employee Obligations

As a general rule, eligible employees who receive a car allowance should ensure that the car is made available and is suitable for business purposes and meets the following criteria:

- less than 7 years old
- score 4 on a EuroNCAP test for an adult
- have a driver and passenger airbag
- be right hand drive
- is in a roadworthy condition
- is serviced in accordance with the manufacturers requirements

Evidence of these facts must be provided at the start of employment and will be checked on an annual basis. If any of the above conditions are exceeded or not adhered to the car is no longer eligible and the benefit will not be paid.

The Company must be provided with a copy of the following documentation prior to final approval being given to take the cash allowance option:

- Drivers Licence *
- Vehicle Registration Document
- Insurance Certificate *
- MOT Certificate, if required *

* copies must be provided on an annual basis.

To ensure monthly payment of a tax free car allowance a monthly mileage declaration must be completed. Unsatisfactory return of monthly mileage declarations by an employee may result in the car allowance being withdrawn. In the event car allowance is withdrawn, back payments will not be made upon receipt of mileage declarations.
61.3.4 Insurance

Employees in receipt of a car allowance must ensure their car is adequately insured at all times, including the provision of fully comprehensive business insurance. The Company reserves the right to request original documentation to confirm this level of cover at any time.

61.4 Driving Licence

All employees driving on Company business must be in possession of a valid driving licence for use in the UK. Employees driving on Company business must produce their licence for inspection to the Administration Department when requested.

The Company is under no obligation to provide alternative transport or meet any costs incurred in providing alternative transport for any authorised driver who loses their licence and/or is banned from driving.

Where an authorised driver obtains a record of persistent driving offences or accidents, following investigation the Company may withdraw the car allowance to ensure the health and safety of the employee and others.

Driving on Company business without a current licence is considered gross misconduct and as such may lead to dismissal. It is your responsibility to notify DVLA and the Company of any medical condition that affects your driving ability.

61.5 Driving Safely

All employees must read and sign the acknowledgement statement in the Drivers Handbook and should refer to it for safety information. All project centres and business units are asked to promote safe standards of driving for all employees while on Company business which include the following minimum requirements:

- ensure all drivers are medically fit and licensed for vehicles they are required to drive
- drivers familiarise themselves with the key controls of unfamiliar vehicles and check brakes, lights, tyres and wipers prior to their journey
- drivers ensure seat belts are worn at all times when the vehicle is moving
- employees drive in a safe manner, obeying all relevant and applicable legislation and avoid diverting their attention from monitoring the road and weather conditions
- drivers take reasonable rest breaks from driving, depending on the length of journey and weather conditions
- all vehicles utilised for Company business must be safe for use and well maintained.

All employees and other authorised drivers are required to disclose details of accidents while driving on company business, any motoring offences and/or any physical or mental infirmity to the Fleet Administrator. Any pending prosecution must also be disclosed.

61.6 Maintenance & Cleaning

It is the responsibility of the driver to ensure that the vehicle they are driving is roadworthy under the current road traffic legislation. It is therefore important that basic safety and maintenance checks are carried out on a regular basis. It is the employee’s responsibility to
ensure that the car is driven and treated with care and is maintained in strict accordance with the manufacturers instructions to ensure the following:

- the vehicle complies with all legal requirements
- a valid tax disc is displayed
- weekly inspections of all tyres for conditions and pressures are correct and tread depths are within legal limits
- all fluid levels are regularly topped up
- wiper blades, external and internal lights are checked and working correctly
- the vehicle is serviced in accordance with the manufacturer’s hand book
- the vehicle is regularly cleaned inside and out
- anti-freeze solution of the correct strength is used between 01 October and 01 May
- smoking in cars for business journeys is not permitted.
- Normal wear and tear on a Company vehicle is covered by the Company lease agreement however any additional damage incurred by employee is the responsibility of the employee. The Company reserves the right to recover damage charges from the employee.

61.7 Mileage, Parking & Fines

61.7.1 Mileage
The cost of mileage may be claimed in accordance with the Expense Claims Policy.

61.7.2 Parking
The Company will reimburse the costs of parking charges to cover the duration of your business activity, but will not pay for:

- fines for motoring offences including parking/clamping
- car parking charges incurred in private motoring.

61.7.3 Speeding
The Company does not condone speeding and will not pay fines relating to speeding offences.

Excessive speed witnessed on Company premises, client locations and sites may be subject to the disciplinary procedure and the employee may be liable to have their car access to site denied.

61.7.4 Compliance
All Company car or car allowance drivers agree to comply with the following:

- agree to have their vehicles randomly audited by the Company or organisations appointed by the Company
- complete paperwork as requested by the Company
- attend any driver training or assessment when requested
• abide by the Company Driver Handbook and any other related existing or future policies introduced by the Company
• provide details of insurance, servicing, breakdown cover, tax etc as requested
• inform the Company if any changes to personal circumstances affecting vehicle ownership which may affect ability to drive
• abide by all road traffic law and any guidance in the “Highway Code”.

61.8 Status of this Policy

This policy does not give contractual rights to individual employees. The Company reserves the right to alter any of these terms at any time by notifying employees in writing of any changes.
Car Allowance Table

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Key
- **A**: £3,540  
- **B**: £4,500  
- **C**: £5,100  
- **D**: £5,820  
- **E**: £6,840  
- **Exec**: £8,500

Business Need (see car policy for details)  
Benefit

22/01/2009