

Employee Handbook

YOUR M&S

Welcome to the Employee Handbook

We are delighted that you are working with us and hope that you will find your job both challenging and enjoyable.

All employees have a contract detailing terms and conditions relating to their own particular role.

This handbook has been designed to give additional important and useful information about employment with us; our expectations of you and your colleagues and the benefits we provide.

It is divided into two main sections:

- Section 1 – contains contractual entitlements which form part of your contract of employment.
- Section 2 – contains important information on the discretionary benefits available to employees and general information about your employment with Marks & Spencer.

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Our People Principles

Marks & Spencer has a set of people principles which underpin our vision and everything we do for you and your colleagues. You should be able to see these principles demonstrated through all our policies and procedures and the way in which we treat one another.

Marks & Spencer is committed to:

Good conditions of employment

People contribute to the success of the Company, and should therefore be rewarded accordingly, sharing in its progress and profitability. They should enjoy coming to work and deserve a high standard of working environment that meets their expectations.

We know that it's our people who make this Company successful. And that includes you. In recognition of this, we provide a number of benefits that cover various stages of people's lives; from starting your career, taking time out to study or having children, right through to taking a pension. In addition, we strive to create good working conditions, as well as providing a high standard of employee support. We hope this encourages people to enjoy coming to work and make their lives a little easier to manage.

Good human relations

People should be treated as individuals with respect and honesty.

It's easy to get lost in a large organisation and feel that you are 'just a small fish in a large pool'. The secret is to remember that each one of us is a unique and valuable part of this organisation. Relationships run more smoothly when people are valued as individuals in their own right whatever their differences. Policies are for everyone but their application works best when they are considered on an individual basis, with respect for personal circumstances and in strict confidence.

Equal opportunities

We are committed to an active equal opportunity policy, from recruitment and selection, through training and development, appraisal and promotion, right up to retirement.

It is our policy to promote an environment free from discrimination, harassment, and victimisation where everyone will receive equal treatment regardless of:

- | | | | |
|---------------------------------|--------------------|--------------------|---------------------------|
| age | religion or belief | political opinions | ethnic or national origin |
| marital or civil partner status | hours of work | sexual orientation | race |
| gender | disability | colour | |
| gender reassignment | disfigurement | nationality | |

All decisions relating to employment practices will be objective, free from bias, and based solely on work criteria and individual merit. In every set of circumstances we aim to find the 'best fit' between personal requirements and business needs.

Refer to 'Equal Opportunities and You: A Guide for All Staff', for details of our policy which can be found on the People Guide. The People Guide is an internal website which can be accessed via the Employee Homepage. See also the section on Discrimination, Harassment, Bullying and Victimisation.



What is BIG?

BIG stands for our Business Involvement Groups – the Company's network of elected employee representatives.

Through the BIG network, the Company informs, involves and consults with its employees on the matters that affect them. The Company's commitment to BIG means that colleagues have the chance to voice their opinions and ideas, get answers and have their views represented when the business considers changes that affect them. This means we all have an opportunity to positively influence the business we work in.

Every store and every business area has BIG representatives, elected by their colleagues to represent their views.

The Company engages regularly with these representatives on a local, regional and national level, to keep colleagues up-to-date with developments that affect them. How BIG and the Company work together depends on the subject, but BIG's involvement can include discussing and debating changes that affect employees with business leaders, gathering specific feedback from colleagues, and where appropriate suggesting solutions.

The National BIG is joined by elected colleagues from the Republic of Ireland to make up our European Works Council.

Good communications

We aim to create an environment where communications between everyone are open and honest, in all areas and at every level.

True involvement in business objectives depends on good communication between all employees. We truly believe this is very important so that information and ideas can be freely and easily exchanged.

Regular meetings, both formal and informal, may be used to discuss Company information and your contribution is essential.

Continuous development

In order to achieve success for themselves and for Marks & Spencer, we want people to strive to incorporate leading standards into all areas of their personal behaviour and work performance.

Marks & Spencer provides a wide range of learning, development and educational opportunities to enable people to 'grow and prosper' with the Company. Learning is integral to the changing world in which we live and work, and all employees, at every level and in whatever job, should strive constantly to do better whilst providing support and encouragement to their colleagues to do the same.

Section 1

Terms and Conditions

This section contains important **contractual** information.

The information contained in the employment terms and conditions section of this handbook forms part of your contract of employment. As such they may be subject to amendment from time-to-time. The Company reserves the right to make reasonable alterations to these conditions of employment by individual letter, via email or by changes posted on notice boards or on the People Guide.

It is important that you fully understand the content of this section. Please read carefully these detailed terms in conjunction with your individual contract of employment which together represent your contractual agreement with the Company. If you are unclear about anything please speak to your line manager.

Eligibility to Work

Marks & Spencer has a legal obligation only to employ individuals who are eligible to work in the United Kingdom (UK). Marks & Spencer conducts checks of relevant documentation to ensure that it only offers employment to individuals who are eligible to work in the UK.

Should your immigration status or ability to work legally in the UK change, you are obliged, as a condition of your continued employment, to keep the Company up-to-date with this information and to provide acceptable and specified evidence of your right to work in the UK. In addition, all employees are required to inform the Company of their contact details and any changes to them. Changes should be made by updating your HR admin team.

Where there is a restriction on the length of time you are eligible to stay or work in the UK, there are additional checks which Marks & Spencer will need to make every 12 months and additional information that you will need to provide to Marks & Spencer.

Marks & Spencer may need to provide information relating to you and your employment to the UK Border Agency. By accepting and being in employment with Marks & Spencer you consent to the disclosure of this information to the UK Border Agency.

If this affects you, further information will be provided by your HR admin/management team. Any employee who is unable to prove their eligibility to work in the UK may, following a reasonable investigation and the appropriate process as set out in the Eligibility to Work Policy, be dismissed on these grounds.

If you require further information on our Eligibility to Work Policy this can be accessed via the People Guide or requested from HR admin or your line manager.

Working Hours

This section contains important **contractual** information.

You will find that your total weekly hours of work are given in your contract of employment. Your workdays and start/finish times may vary, depending on the requirements of your business unit/store and your individual requirements. If you are a 'young worker', i.e. under 18 years of age, then different regulations will apply to your working hours and breaks and will be discussed with you and reflected in your contract.

If you work for another employer, it is your responsibility to inform your line/HR manager who will assess your total working hours and breaks.

Breaks

Your breaks will depend upon the trading patterns or operating requirements of your business unit/store and will adhere to the statutory minimum and Company requirements.

Travelling

You may be required to travel as part of your job, particularly if you are in a managerial or regional role. The travelling requirements for your job role will be discussed with you in full.

Overtime

If this applies to you, your contract of employment will contain the details and the rates.

Managing your working time

There are times in all business areas when extra hours are required. However, if you find yourself working unusually long hours on a consistent basis, you should talk to your line manager to agree time off and to review current working practices in order to meet operational needs.



Sunday working

Statutory rights relating to Sunday shop work

Marks & Spencer plc operates a policy of opening its stores on Sundays. Sunday working is voluntary and is covered by legislation. If you do volunteer, you will be asked to 'opt-in' to Sunday trading using the notice of opting-in/opting-out form issued with your contract of employment or available from your HR manager. What this means is that Sunday will form part of your normal working pattern which involves rearranging your days/hours or increasing your minimum agreed committed hours. This right applies to all shop employees except those who are specifically employed to work only on Sundays.

You may also opt-out of Sunday working. To do so, you should use the opting-in/opting-out form as described above to provide written and signed notification to your line manager, indicating that you do not wish to work on Sundays. A decision to 'opt-out' can lead to a reduction in your minimum agreed hours, unless your line manager is able to offer you the option of redeploying your Sunday working hours into an alternative day. The period of notice laid down in law for an employee to become 'opted-out' is three months. After the three-month period has ended, you have the right to complain to an employment tribunal if, because of your refusal to work on Sundays, Marks & Spencer plc dismisses you or treats you unfairly e.g. failing to promote you.

You may opt back in again if you change your mind about Sunday working using the same procedure.

Working on a Sunday

Employees with a date of engagement prior to 6th July 2003

You will receive a premium payment when you work on Sundays and this is currently additional single rate. You will not receive the additional premium payment if you are absent or on holiday on a Sunday.

Employees with a date of engagement on or after 6th July 2003

You will receive a premium payment when you work on Sundays and this is currently additional half rate. You will not receive the additional premium payment if you are absent or on holiday on a Sunday.

When a Customary/Religious holiday falls on a Sunday, if the store does not trade, normal working patterns will continue for all permanent staff. You will receive payment for minimum agreed committed hours, however, the Sunday premium will not be paid.

For employees on a fixed-term contract, where your hours will be rearranged, the premium payment will not be paid. If it is not possible to rearrange your hours, you will be unpaid.

The Company wishes to ensure that all employees have reasonable rest and leisure time. To this end we would wish employees to work a maximum of five out of seven days. Therefore, we would only wish you to work Sundays beyond your minimum agreed committed hours in exceptional circumstances.

Night work

If you are a night worker, i.e. your basic hours fall permanently or on a rotating shift between the hours of 11pm and 6am, then special provisions apply to your working hours. These will be discussed with you in full.

For further information on night working, please ask your HR team for a 'Night Work Fact Sheet'. The fact sheet is also available via the People Guide.

Pay & Pensions

This section contains important **contractual** information.

Pay

Your rate of pay will have been included in the letter you received when your job was confirmed and in your contract. Any changes will be discussed and confirmed to you in writing.

Payment is by BACS (Bankers Automated Clearing System) so it goes straight into your account. This happens on the 10th of the month unless the 10th falls on a Saturday or Sunday, when payment will be received on the Friday before the 10th. The payment on the 10th is 10 days in arrears and 20 days in advance, and is for the whole month*.

How pay is calculated

If you are on an hourly rate of pay, monthly pay is calculated as follows*:

Store administered employees

$$\frac{\text{Hourly rate} \times \text{minimum agreed weekly committed hours} \times 52.25}{12}$$

Head Office administered employees

$$\frac{\text{Hourly rate} \times \text{minimum agreed weekly committed hours} \times 52}{12}$$

For those on an annual salary, the calculation is:

$$\frac{\text{Annual salary}}{12}$$

* The Company reserves the right to suspend pay where you fail to notify us of your absence from work.

National Insurance

Please advise your HR team of your National Insurance number before you start your job or in good time, as it is needed for your records and to work out your correct pay.

In addition, notify your HR team if you change your marital status and specifically if you are getting a divorce and you married before May 1977 as this may affect your NI contributions. The best course of action is to notify us as soon as the divorce is finalised.

Pensions

Employees with a permanent date of engagement on or before 31st March 2002

Employees who have a permanent date of engagement on or before 31st March 2002 and have been continuously employed since this date are entitled to be a member of the Company's Final Salary Pension, subject to the terms and conditions of the trust deed and rules governing the scheme from time-to-time in force.

Employees under the age of 75 engaged on or after 1st April 2002

Employees who have a permanent date of engagement on or after 1st April 2002 and have been continuously employed since this date, are entitled to participate in the Company's Retirement Plan subject to the terms and conditions of the trust deed and rules governing the Retirement Plan from time-to-time in force, following a one-year qualifying period.



Mobility

This section contains important **contractual** information.

Head Office administered management

Mobility in the UK

As a Head Office administered manager, you are required to be fully mobile as part of your contract of employment. However, the Company will consider personal circumstances which mean that you cannot comply with this requirement, or you have expressed a preference, which can be taken into account/accommodated by the Company.

This means that you may be expected to move to another Marks & Spencer business unit/store in the UK as and when required in order to take up vacancies/development opportunities. We will always endeavour to be reasonable and give as much notice as possible when exercising mobility clauses.

If the move is not within reasonable travelling distance of your home, then you would need to relocate. The Company provides compensation for the costs and time associated with relocation (subject to regular reviews). Whilst wishing to maintain your original standards we recognise this may not always be possible; for instance, where there is a move from a low cost housing area to a more expensive one. Employees are responsible for ensuring relocation and transfer costs are reasonable and within set guidelines.

If there are occasions when you cannot be fully mobile, please discuss it with your line/HR manager in order that they can agree the change of mobility for this period of time.

In all cases, an honest discussion should enable your line/HR manager to deal with the request, so please let them know of any change in your circumstances likely to affect your mobility as soon as possible.

Please refer to the People Guide for further information.

International assignments

If you are asked to take an international assignment, for a short or extended period, you will have an opportunity to discuss all aspects of the appointment fully beforehand. If you decide to accept an international assignment, a new statement of terms and conditions of employment will be issued to you.

If you are interested in working for one of our overseas operations, we recommend that you talk to your line manager about the options that might be available to you.

Information technology

In the event of a critical system failure/other catastrophic event, those of you working in IT and other key business areas may be asked to work in other parts of the UK to assist in business recovery.

Mobility: all other employees

Your contract will detail your location of work and, in addition, the Company reserves the right to require you to be interchangeable between departments at your base store/Shared Service Centre/Head Office location and requires you to work at any other store/Shared Service Centre/Head Office location within reasonable travelling distance.

If you ask to transfer to another business unit/store, this may be possible as long as a suitable vacancy is available, your current performance is acceptable and you are able to meet the requirements of the business unit/store in question. If this is the case, speak to your line manager and ask to discuss an internal transfer.

It is essential to ensure that your most recent review of performance is up-to-date in support of your current performance and attendance record.

You may need to attend an interview or assessment at the business unit/store you are transferring to. They will inform you of what is required.

If you agree to relocate, you may have to change your minimum agreed committed hours to suit the needs of the transfer business unit/store. This may involve revisions to your pay – for example, where you transfer to a more junior position or a unit with a lower salary scale. If so, this will be discussed and agreed in advance with you and confirmed in writing.

If, as a result of your request for a move, there have been changes to your terms and conditions of employment we will notify you as early as possible, certainly within one month of the changes.

You may be asked to transfer to another business unit/store, for example, on the opening of a new store/Shared Service Centre/Head Office location which may have been a condition of your contract of employment. If this applies to you, criteria for selection will be fully discussed, in addition to all transfer arrangements and any possible financial assistance for relocation. You will have an opportunity to discuss any personal circumstances that may prevent you from transferring.

If you leave your job for any reason, any financial assistance currently received will be withdrawn.

Notice Period

This section contains important **contractual** information.

If you resign from the Company, you will be expected to work your notice period as follows:

Stores

Store Administered General staff are required to give and work a minimum of one week's notice to be given before 5pm on Saturday to expire the following Saturday.

Head Office Administered and Store Administered Management staff are required to give and work a minimum of four weeks' notice.

Shared Service Centre

All Reward Level A and B Shared Service Centre staff are required to give and work a minimum of a full four weeks' notice, to be given before 5pm on a Friday. Reward Levels C and above are required to give and work a minimum of three full months' notice.

Head Office

All Head Office staff are required to give and work a minimum of four weeks' notice except where a longer period of notice is specified in the individual's contract.

If the Company terminates employment for any reason other than summary dismissal, the following notice period will be given:

Continuous service completed	Notice period
Less than 4 weeks' service	Nil
4 weeks but less than 5 years' service	4 weeks
5 years but less than 12 years' service	1 week for each year of continuous service
12 years' service and over	12 weeks

This notice period is based on continuous service with the Company. On occasions, a shorter notice period will be mutually agreed.

Grievance Procedure

This section contains important **contractual** information.

Everyone's working life should be enjoyable and rewarding. However, there may be times when someone may feel they wish to discuss a grievance or employment problem. Grievances are complaints that employees raise with their employers. We are always keen to resolve internally any issues that may arise during your employment with us.

The Marks & Spencer Grievance Procedure is available to any employee to resolve issues where individuals feel they have been disadvantaged or unfairly treated in relation to: terms and conditions of employment, health and safety, working relations, new working practices, working environment, organisational change, equal opportunities*, bullying and harassment*.

Feedback on Company policies, procedures and processes

The Grievance Procedure is not intended to provide a process for employees to routinely question Company policies and procedures. When a complaint relates to a generic Company policy or procedure which affects a large number of employees, the internal procedure shall be for the matter to be dealt with through BIG.

An employee or group of employees wishing to raise a complaint in respect of a generic Company policy or procedure should raise that matter in the first instance with their line manager. The line manager will take details of the complaint and raise the matter with the local BIG. Where appropriate the local BIG should raise the complaint with national BIG. National BIG should identify whether the complaint is common to other employees, and whether it is appropriate to raise it as a collective issue with the policy owner. National BIG contact the appropriate policy or process owner to consider the complaint and a written response will be provided to the employees.

*Discrimination, harassment, bullying or victimisation

If you believe that you have suffered any form of discrimination, harassment, bullying or victimisation in the workplace, please refer to page 33 in this handbook for the procedure for dealing with such issues.

What to do first:

Your first approach should be to discuss and try to resolve any grievances with your line manager informally. However, if your grievance relates to an allegation against your line manager, please approach a more senior manager or an HR manager. This has the advantage of allowing grievances to be resolved quickly with someone who is known to you.

If your grievance cannot be resolved informally, you may use the formal Grievance Procedure.

What to do to bring a formal grievance:

- Where it is inappropriate or has not been possible to resolve your grievance informally, you may wish to raise a formal grievance. To do this you should write to your line/HR manager in your business unit/store clearly setting out your grievance and detailing your areas of concern. A letter template is available from your HR/line manager and on the People Guide
- The manager will then invite you to a meeting to explain your grievance so he/she can fully understand the details. After this meeting, the manager will investigate and consider all the facts and notify you of the decision in writing
- If you disagree with the decision, you have the right to appeal. Complete the appeal form and send it within five working days of the dated letter stating the outcome of your grievance. If you are based in Stores or the Shared Service Centre, appeals should be sent to: Room 4SE, HR Shared Services, Alexandra Court, 200-220 The Quays, Salford Quays M50 3SP. If you are based in Head Office, appeals should be sent to the Head of HR for your business unit. The reasons for the appeal must be clearly stated in the letter and must include one of the following:
 - Why you feel the original decision was not a logical and reasonable response to the facts presented
 - Why you find the finding unfair
 - Additional information/new evidence has come to light since the grievance hearing which you believe would mean that the original decision was not logical and reasonable. You should provide detail of this new information/evidence.

You will then be required to attend a further meeting with a manager who will hear the appeal. This will be someone who was not previously involved in your grievance. At the appeal hearing, the facts will again be considered and a decision reached. This decision is final. There is no further right of appeal.

Please note that it is important that your appeal is received in writing and within the five working day time limit detailed above. Only in exceptional circumstances will your appeal be heard if it is not put in writing and is not received within the specified time limit.

Stores and Shared Service Centre:

HR Shared Service
Room 4SE
Alexandra Court
200-220 The Quays
Salford Quays
Manchester M50 3SP

Head Office:

Head of HR (Business area)
Marks & Spencer plc
Waterside House
35 North Wharf Road
London
W2 1NW

Further support

You have the right to be accompanied by a fellow worker, BIG representative or a Trade Union representative at any grievance hearing or appeal.

Reward Levels F, G and H

This section contains important **contractual** information.

Promotion/recruitment into executive categories will change some of your terms and conditions as stated in this handbook.

For operational and successional requirements, the contractual retirement age for these reward levels is 65; however, this is reviewable and depends upon business requirements.

In addition, different reward options/packages may apply. Your service contract will detail all differing terms and we will discuss it with you in full at the time of your appointment.

Corporate Ethics

This section contains important **contractual** information.

Our expectations

Everyone is expected to behave with integrity in actions and relationships that involve the Company.

Your actions should be able to withstand scrutiny, and not cause any embarrassment to the Company, yourself or any third party (including contractors/suppliers).

What to do:

- Refuse personal gifts including Christmas, wedding or birthday gifts, including gift and theatre vouchers or cash equivalents. It does not include low value inscribed items such as diaries, and occasional boxes of confectionery given to a department as opposed to an individual
- Do not allow suppliers to pay travel or accommodation expenses for you
- Refuse entertainment unless the supplier is present and it is within the bounds of accepted business hospitality.

Employees should not get involved in any business transactions that result in personal benefit. Nor should they use their position as a Marks & Spencer employee to get discounts from contractors/suppliers unless they are corporate agreed discounts notified and made available to all employees, or do personal business, unless expressly authorised by management.

If the guidelines are ignored this means that the regulations have been breached. Disciplinary action may be taken which could include dismissal.

If you are unclear about any of the above, speak to your line manager.

Gifts to suppliers/business contacts

When approved by an executive of the Company, a gift of reasonable value may be made to a good supplier by way of thanks. However, the gift should not have been solicited, nor should an employee accept a gift in return.

Confidential business information/internal Company information

Confidential business information and internal Company information should only be used in the Company's interests. Confidential information is defined as 'that which you know to be confidential, concerning the business or affairs of the Company or any other group Company or any of our customers or suppliers'.

Confidential or internal Company information in any form should not be given to unauthorised employees or outside sources including but not limited to the Press or media. Nor should anyone knowingly allow confidential or internal Company information to be used or divulged other than in the interests of the Company or our suppliers/contractors.



Follow the confidentiality rules as long as you are employed with us and for a reasonable amount of time afterwards. As you might expect, there is no need to follow them where information is already publicly available through authorised disclosure.

Some specific contracts may have more detailed confidentiality clauses regarding responsibilities and duty of care in this situation.

Any disclosures by employees which are covered by the Company's whistle-blowing procedures are excluded from the above obligations relating to confidential information.

For more information on 'whistle-blowing', see page 32.

Insider dealing

The Criminal Justice Act 1993 makes it a criminal offence for anyone to deal in a Company's shares if they have unpublished price-sensitive information about that Company.

In addition, companies listed on the London Stock Exchange are required to comply with the UKLA's Listing Rules and Disclosure and Transparency Rules. These Rules require employees who have access, through their roles, to unpublished and confidential information which is share price-sensitive to comply with the Company's Share Dealing Code of Practice. You will be notified if you are covered by the Code and required to be added to the Company's Employee Insider List.

For full details of the Share Dealing Code refer to the 'Share Dealing Requirements for Insiders and PDMRs' section of the People Guide.

Inventions

Marks & Spencer has exclusive ownership of any inventions, discoveries, improvements and designs you make during your working time. The Company will be entitled to the exclusive use of these rights, as far as the law permits. Copyright and similar rights in work created during your employment also belong exclusively to the Company.

Inform your head of department or another person nominated by the Company of any inventions. Do not inform other persons.

It is a term of your employment that you do everything necessary, during or after your employment, to enable the Company – at its request and expense – to obtain letters patent, design, copyright, and similar protection in any part of the world.

Rewards

Occasionally customers wish to recognise good service with a monetary reward. In this situation, employee rewards normally go into the Sports and Social Fund. The reason for this is that, as everyone is responsible for providing good service and preventing criminal activity, everyone should benefit from any rewards resulting from this type of behaviour.

However, where stolen cheque-cards or our own account cards or credit cards have been recovered thanks to the efforts of individuals outside of their normal job role (e.g. security), they may keep any reward given by a bank/M&S Money.

Data Protection

This section contains important **contractual** information.

Policy & Principles

The Data Protection Act 1998 (The Act) gives individuals the right to be aware of, seek access to and have some control over, the nature and content of information held in relation to them by the Company, and to know for what reasons the information is held or processed.

The Company recognises the importance of respecting the privacy of all our employees and the need for the appropriate safeguards, in relation to the collection, storage and processing of personal data.

As employees, we all have an expectation that information held about us will be dealt with properly and responsibly. As an employer, Marks & Spencer has a responsibility and a duty of care to ensure that this happens.

It is your responsibility to protect confidential sensitive information when handling other peoples' personal data, whether it is employee or customer-related.

This applies to information held on computer or in manual filing systems from which they are identifiable. Beware of people trying to obtain information to which they are not entitled. Do not hold data about people unless approved by your manager and always follow the Data Protection principles.

Data must:

- Be processed fairly and lawfully and shall not be processed unless certain conditions are met
- Be obtained only for specified and lawful purposes and shall not be processed in any manner incompatible with those processes
- Be adequate, relevant and not excessive for those purposes

- Be accurate and kept up-to-date
- Not be kept for longer than is necessary for those purposes
- Be processed in accordance with the data subject's rights under the Act
- Be kept safe from unauthorised access, accidental loss or destruction
- Not be transferred to a country outside the European Economic Area, unless that country has equivalent levels of protection for personal data.

The Company needs to collect and process personal data about its employees for a wide variety of purposes. These include but are not limited to:

- The recruitment and payment of staff, monitoring of health and safety arrangements, attendance, performance management, promotion, training, career development, discipline and grievances and the review of human resources policies
- The purposes of calculating pension and other benefits, insurance, payroll, tax, National Insurance, and to ensure compliance with statutory obligations to government agencies and other bodies
- For contacting next of kin in the event of an emergency
- Prevention of fraud
- Provision of references to financial institutions, facilitate entry onto educational courses and assist potential future employers.

Appropriate disciplinary action may be taken for breaching the Company's Data Protection Policy.

Processing sensitive personal data

You will be asked to sign an agreement as part of your contract of employment to allow your data to be processed where necessary to carry out your work, your contract and/or Marks & Spencer business. This will include express agreement to the processing of sensitive personal data such as medical records, criminal convictions, ethnic origin, race, religious belief and sex.

Compliance

All employees must ensure they follow the principles and guidelines of the Data Protection Act 1998 at all times.

This policy statement together with the relevant training material seeks to ensure that this happens. In particular, employees must ensure that any personal data whether related to customers, employees or others which they hold, is kept securely and where required disposed of securely. Personal information should not be disclosed either orally or in writing or accidentally or otherwise to any unauthorised third party.

Compliance with the Act is the responsibility of all members of the Company. The Company regards any unlawful breach of any provision of the Act by any employee as a serious matter. Any employee who breaches this policy statement or the Company's training guidance, will be dealt with under the Disciplinary Procedure which may result in dismissal for gross misconduct.

If you have access to, process or disclose personal data and are unclear of the data protection principles, or have any query in relation to whether or not a piece of personal data should be processed or disclosed, you must confirm the position with the appropriate line manager, who will refer this to the Company's Data Protection Officer, if necessary.

Subject access information

If you wish to receive a copy of any of your personal details held by us or confirm the information held with us is correct, please put your request in writing providing details of the information you require together with a cheque for £10. To do this you should complete the Standard Data Subject Access request which can be accessed via the Corporate Governance portal or requested from your line manager. You should receive a response within 40 working days of the date we receive your letter.

Changes to personal details

It is in your interest to keep your personal details up-to-date, so if you do change, e.g. name, address, or marital status, please inform your line manager immediately or use the People Soft Self Service facility (if you have access). Fraudulent claims relating to personal details will result in disciplinary action and may lead to dismissal.

Holidays

This section contains important **contractual** information.

The holiday year

The holiday year is from 1st April to 31st March. A full holiday week is the same as your minimum agreed committed hours.

Whilst employed by Marks & Spencer, your holiday entitlement will depend on your length of service. If you are part-time, this will be calculated on a pro-rata basis by reference to full-time hours. If your employment starts part way through the holiday year, your holiday entitlement during the first year will be calculated on a pro-rata basis. Holiday should only be taken at times approved by your line manager, taking into account operational requirements. The Company reserves the right to refuse a holiday request due to operational circumstances.

Unless there are exceptional circumstances and it is agreed in advance with your line manager, you will not be able to carry forward any accrued and unused holiday entitlement to a subsequent holiday year, or receive any payment in lieu of unused entitlement. If there are exceptional circumstances and it is agreed with your line manager in advance, the 'carry-over' must not exceed one week's holiday or pro-rata equivalent for part-time employees. On termination of your employment (for any reason) you will be entitled to be paid for any accrued but unused holiday based on your minimum statutory holiday entitlement.

Leaving & rejoining

If you leave Marks & Spencer and then return at a later date, your holiday entitlement will be worked out from your return date (latest date of engagement), regardless of the length of your employment break.

Booking holidays

Book your holidays with us as soon as you can. It's important that you check with your line manager before confirming any bookings. You should request your holiday at least twice as many days in advance as the length of the holiday.

In some business units/stores it is necessary to restrict holidays at certain times of the year. So please check with your line manager for permission to take holidays during busy periods, e.g. Christmas.

Company holiday entitlement

Holiday entitlement is measured in hours as follows:

$$\frac{\text{Number of hours booked}}{\text{Minimum agreed committed hours}} = \text{weeks' entitlement taken}$$

If you have less than one year's service by 1st April your entitlement is pro-rated according to the number of weeks you will have worked in the holiday year.

Service	Entitlement (weeks)
1 week	0
2 weeks	0.2
3 weeks	0.2
4 weeks	0.4
5 weeks	0.4
6 weeks	0.4
7 weeks	0.6
8 weeks	0.6
9 weeks	0.6
10 weeks	0.8
11 weeks	0.8
12 weeks	1.0
13 weeks	1.0
14 weeks	1.0
15 weeks	1.2
16 weeks	1.2
17 weeks	1.4
18 weeks	1.4
19 weeks	1.4
20 weeks	1.6
21 weeks	1.6
22 weeks	1.6
23 weeks	1.8
24 weeks	1.8
25 weeks	2.0
26 weeks	2.0
27 weeks	2.0
28 weeks	2.2
29 weeks	2.2
30 weeks	2.4
31 weeks	2.4
32 weeks	2.4
33 weeks	2.6
34 weeks	2.6
35 weeks	2.6
36 weeks	2.8
37 weeks	2.8
38 weeks	3.0
39 weeks	3.0
40 weeks	3.0
41 weeks	3.2
42 weeks	3.2
43 weeks	3.4
44 weeks	3.4
45 weeks	3.4
46 weeks	3.6
47 weeks	3.6
48 weeks	3.6
49 weeks	3.8
50 weeks	3.8
51 weeks	4.0
52 weeks	4.0
53 weeks	4.0
Second Company holiday year	4.0
Third Company holiday year, i.e. one full holiday year by 1st April*	5.0
10 years' service but less than 25*	5.6
25 years' service and over*	6.6

* Eligibility to increased holiday entitlement of 5.0, 5.6 and 6.6 weeks is effective from the start of the holiday year in which the service increment of one full Company holiday year, 10 or 25 years is achieved.

If you were employed before 28th March 1999

Your holiday entitlement is based on your latest date of engagement or calculated date of engagement if calculated prior to 28th March 1999. You earn holiday entitlement in the current year but take it in the following year. A part holiday week is 0.6 x minimum agreed committed hours.

If you were employed on or after 28th March 1999

Your holiday entitlement is based on your latest date of engagement.

You earn holiday entitlement in the **same** holiday year on a pro-rata basis. A part holiday week, e.g. 0.4, 0.6, is a proportion of your minimum agreed committed hours.

An employee who leaves the Company, and who has taken more holidays than they would have been entitled to, will have to repay the overpayment. It will either be deducted from outstanding pay or the Company will require immediate repayment in one lump sum.

Statutory holiday entitlement

From 1st April 2009 you are entitled to a minimum of 28 days' statutory holiday per year, if you work part-time this will be pro-rated. Your Company entitlement, celebration days (Retail employees only) and any days off which fall on public or customary holidays on which you are contracted to work, will be counted towards the statutory minimum entitlement.

Customary, bank and public holiday information

If your business unit/store operates on a customary holiday and your basic hours fall on that day, you will be required to work if there is an operational need. However, if your basic hours fall on that day and you are not required to work, then this time off will be counted towards your statutory holiday entitlement.

Employees with a date of engagement prior to 6th July 2003

In addition to basic hours (contracted day) or additional hours (non-contracted day), you will receive a premium payment at additional single rate.

Employees with a date of engagement on or after 6th July 2003

In addition to basic hours (contracted day) or additional hours (non-contracted day), you will receive a premium payment at additional half rate.

This premium can be taken as either pay or time off except for fixed-term workers on a contract of less than 13 weeks, where for operational reasons we are unable to offer the time off option.

If you are sick on holiday

If you are sick on holiday, it may still be treated as holiday. In some cases, the period of sickness may be regarded as sick leave and further holiday given. If you do happen to fall ill before or during your holiday, you must follow normal absence reporting procedures for your business unit/store and supply medical evidence in support of any request to have the holidays treated as sickness.

If you are sick during a customary holiday, normal sickness/absence policies apply.

Payment in lieu of holidays

If you leave the Company, you may be due a payment in lieu of outstanding holiday*. All holidays paid upon leaving are based on your **statutory** not Company entitlements. However, if you retire, you may take your holiday entitlement in full based on Company entitlement or be paid based on statutory entitlement.

If you have taken more holiday than your accrued entitlement at the date of termination of employment, the Company will be entitled to deduct the appropriate amount from any payments due to you. In addition, if you or the Company end your employment by giving a period of notice, you may be required to take any accrued but unused holiday entitlement during the relevant notice period.

*This is calculated as follows:

If you were employed before 28th March 1999

The remainder of this year's holiday (up to statutory entitlement) plus holidays earned for next year (up to statutory entitlement).

If you were employed on or after 28th March 1999

The remainder of this year's holiday (up to statutory entitlement).

Sickness: Company Arrangements

The information shown for sickness and maternity is divided into ‘Company Arrangements’ (non-contractual and contractual) and ‘Statutory Arrangements’ (contractual).

Company Arrangements (non-contractual)

Company sick pay scheme

Marks & Spencer operates a comprehensive sick pay scheme for absence and will normally make this payment. However, you should be aware these payments are discretionary and as such the Company retains the right not to pay Company sick pay in certain circumstances.

All employees are expected to fully cooperate in establishing details regarding any medical condition that may impact on their attendance at work. Deliberate non-cooperation may result in the Company exercising its discretion not to pay Company sick pay.

Company sick pay is the difference between Statutory Sick Pay (SSP) and your normal salary. An employee’s eligibility depends on their length of service.

ALL EMPLOYEES	
Service	Eligibility (weeks)
Under 3 months	0 weeks
3 – 12 months	Up to 4 weeks
1 – 3 years	Up to 8 weeks
3 – 5 years	Up to 12 weeks
Over 5 years	12 weeks + 1 week for each full year of service up to a maximum of 26 weeks

Sick pay year

The sick pay year for the Company scheme runs from 1st April to 31st March. Eligibility for sick pay cannot be carried over from one sick pay year to the next.

Calculating sick pay

Sick pay is calculated based on your minimum agreed committed hours. For example, if your minimum agreed committed hours are 18, a week’s sick pay is 18 hours.

If you are absent for a longer period

If you are absent for longer than the period of pay for which you are eligible, it is at the discretion of the Company to continue to pay sick pay, in full or in part. This decision will be made by taking into account your financial position and eligibility for other benefits, e.g. incapacity benefit and any medical information available at the time.

Absence from work

There are of course occasions when people are not fit enough to attend work or are unable to attend work for other reasons. On these occasions, you are required to follow the correct absence reporting procedures laid down by your business unit/store.

- Notify your line manager on the first day of absence and continue to keep them informed of your progress and likely return to work, at intervals agreed, with your line manager
- If you are absent for more than seven days, send a completed medical statement to your business unit/store before you return to work.

You are expected to do everything you can to return quickly.

During any absence, you should not work elsewhere or carry out activities inconsistent with your condition and which may delay your return to work. By this we mean activities such as sports, social activities, home improvements or working for a family business.

Monitoring absence

We require all employees to attend work consistently, and regularly monitor absence levels.

Action may be taken and/or the Company sick pay scheme suspended which could ultimately lead to dismissal against any employee whose level of attendance is unacceptable.

In addition, suspension may occur or action may be taken in the following circumstances:

- Someone fails to follow the business unit's/store's absence procedures
- Absence is not for a valid reason
- Absence is short-term but persistent
- Illness/injury is self-inflicted – e.g. drug or alcohol abuse (where you have refused treatment), diagnosed illness (not following medical advice), frequent injury through dangerous or contact sports
- Absence is caused through failing to follow the Company's Health & Safety regulations.

The full attendance at work policy is explained in the 'Managing Sick Absence Policy' which can be found on the People Guide.

Company Arrangements (contractual)

If you have, or develop a health problem which prevents you from carrying out any part of your job, you should discuss it with your line manager immediately. In these circumstances there may be an opportunity to rearrange the scope of the job either temporarily or permanently.

After discussion with you, your line manager may ask the Marks & Spencer Occupational Health team for advice. They will give the manager written recommendations. External medical reports may be required but these will only be obtained with your consent, and you have the right to see the external report before it is sent to the Marks & Spencer Occupational Health team.

When health difficulties or absence continue long-term and affect your capability to do your job, your manager will need to determine an accurate medical position. Where possible, reasonable adjustments will be considered which may include alternative employment within the Company. This will be done in line with the procedures laid out in the Managing Sick Absence Policy which is available on the People Guide. However, if after following these procedures, an employee is unable to carry out their role, having taken into account reasonable adjustments, or a suitable alternative role, employment may be terminated.

Sickness: Statutory Arrangements (contractual)

This section contains important **contractual** information.

Statutory sick pay (SSP)

The Company will pay SSP to eligible employees for up to 28 weeks during a period of absence. The amount paid is subject to income tax and National Insurance deductions.

The working week is Monday to Saturday for the purposes of calculating SSP, irrespective of your normal working week.

For details of eligibility for SSP, see your HR team.

State sickness benefit

If you are not entitled to SSP, you may be able to claim state sickness benefit – as long as you satisfy the qualifying conditions. Ask your line manager for a claim form. Check with your local Social Security office for additional details.

Money is deducted for sickness benefits irrespective of your ability to claim, even if you do not pay the full rate National Insurance. This will be based on the state sickness benefit rate.

Maternity/Adoption (applies to employees with an expected date of childbirth on or after 1st April 2007)

You are entitled to certain statutory maternity and adoption benefits which are contractual. Marks & Spencer offers enhanced maternity and adoption benefits which are better than statutory entitlements. These enhanced benefits are non-contractual and may be amended or withdrawn at any time at the discretion of Marks & Spencer. The benefits you receive are flexible to enable you to take a maternity or adoption break that suits your career and financial circumstances.

Full details of your entitlement and responsibilities are available in the Maternity Policy or Adoption Policy. These are available on the People Guide or from your HR admin team.

Maternity/Adoption Leave

Statutory entitlement

All employees, regardless of service, are entitled to ordinary maternity/adoption leave of up to 26 weeks which can be followed by up to 26 weeks of additional maternity leave. The total maternity/adoption leave period is a maximum of 52 weeks.

Maternity leave may start at any time after the 11th week before the week the baby is due (expected week of childbirth). Adoption leave cannot begin earlier than 14 days before the date of placement. You can either choose a specific date or start your adoption leave on the date of placement.

Before starting maternity/adoption leave you will be asked to give a date when you expect to return work. If this changes you must give your line manager eight weeks' notice of your return.

Enhanced benefit (non-contractual)

There is no extra maternity leave available under the Company maternity or adoption schemes. You can however, choose to take up to three weeks' annual leave (paid) either in the final weeks of the unpaid part of your maternity/adoption leave or after you return from leave. You are also entitled to four weeks' parental leave (unpaid) following your maternity leave. These options may allow you to arrange your return to work with greater flexibility.

Maternity/Adoption Pay

Statutory entitlement

Eligible employees are entitled to 39 weeks' Statutory Maternity Pay (SMP) or Statutory Adoption Pay (SAP). To qualify for SMP or SAP you must:

- Have been continuously employed for at least 26 weeks by the end of the 15th week before the expected date of childbirth or the matching week for adoption
- Have stopped work and begun maternity/adoption leave
- Have average weekly earnings at or above the Lower Earnings Limit (LEL). This is set by the Government.

And in the case of SMP only:

- Still be pregnant at the 11th week before the expected date of childbirth or have given birth.

SMP is paid at the rate of:

- First 6 weeks – 90% of average earnings
- Next 33 weeks – the lower of 90% of average earnings or SMP flat rate
- SAP is paid for 39 weeks at the lower of 90% of average weekly earnings or SAP flat rate.

Enhanced benefit (non-contractual)

If you are entitled to SMP or SAP, you will also qualify for enhanced payments from Marks & Spencer. Marks & Spencer Maternity/Adoption Pay is paid at the following rates:

- First 14 weeks – the higher of full basic pay (excluding premium payments) or 90% of average earnings. This includes any statutory payments
- Next 25 weeks – SMP or SAP, paid at the lower of 90% of average earnings or the SMP/SAP flat rate.

Time off to support parents

Full details of your entitlement and responsibilities are available in the Paternity Leave Policy and Parental Leave Policy. These are available on the People Guide or from your HR admin team.

Paternity Leave

Statutory entitlement

Eligible employees can take up to two weeks' paternity leave either as a one week or two week block. This leave is to care for a new baby or to support the mother following birth. They may also be entitled to Statutory Paternity Pay (SPP).

To be eligible for SPP, an employee must:

- Give their employer the required notice and a declaration of family commitment
- Have worked continuously for that employer
 - for the 26 weeks ending with the 15th week before the week the baby is due
 - from the 15th week before the week the baby is due up to the date of birth
- Have average weekly earnings at or above the Lower Earnings Limit. This is set by the Government.

Enhanced benefit (non-contractual)

Marks & Spencer gives up to two weeks' paid paternity leave to all employees who meet the following criteria:

- Has, or is expected to have, responsibility for the child's upbringing
- Is the biological father or mother's partner (male or female)
- Is the partner of the person who has legally adopted a child (male or female)
- Takes the leave to care for the child and the mother
- Has completed a self-certificate if eligible for Statutory Paternity Pay
- Provided the required notice of when the leave starts.

There is no service requirement to qualify for Marks & Spencer Paternity Pay. The payment is two weeks' full basic pay and includes SPP if you are eligible.

Full details of your entitlement and responsibilities are explained in the Paternity Policy, which can be accessed by the People Guide or from your HR admin team.

Parental Leave

Statutory entitlement

Parental leave is unpaid time off available to employees who have, or expect to have, parental responsibility for a child. To be eligible, employees normally need to have one year's continuous service with their current employer.

Employees get 13 weeks in total for each child, which must be taken before the child's 5th birthday. Parents of disabled children get 18 weeks in total, which must be taken before the child's 18th birthday.

If eligible, you can take parental leave in short or long blocks depending on what has been agreed where you work. However, if a period of leave is taken that is less than the employee's normal working week, their entitlement to parental leave will be reduced by a full week.

Enhanced benefit (non-contractual)

All Marks & Spencer employees who have responsibility for a child either through birth, adoption or acquiring formal parental responsibility (e.g. as a step parent) are eligible for parental leave. There is no service requirement to qualify for this benefit. Parental leave can be taken in blocks of one week or more, up to a maximum of four weeks in any one year (for each child).

It must be taken before the child's 5th birthday, or 18th birthday for a disabled child. Adoptive parents can take parental leave up to the 5th anniversary of the date of placement (or the child's 18th birthday if that is earlier).

Section 2

Lifestyle Options

The Company recognises that at various stages of our lives we have choices and opportunities open to us which can take us in different directions. You need to know what the options are in order to help make the right choices.

As part of our commitment to employees, we give options and benefits which go beyond our legal obligations as an employer. This is because Marks & Spencer values the contribution you make to the success of the business and, where we are able, make life easier.

Some of the ways in which Marks & Spencer can support you in making the best decisions are as follows:

- **Flexible working.** Including a range of options: part-time working, job sharing, term-time working
- **Unpaid special leave – up to nine months.** If you have two years' continuous service and the timing fits with the operation of the business, your manager may agree for you to take up to nine months' unpaid leave. This can be used for travelling, long-term carer needs, voluntary work or undertaking education or training for example
- **Paid special leave.** Where you are experiencing serious personal difficulties, e.g. where a child is hospitalised, the line manager may authorise up to four weeks' time off to manage these circumstances
- **Unpaid leave – up to 48 hours.** Where you need time off to deal with a personal/domestic situation, you should cover it by taking holiday or time owing or re-arranging your hours. Where this is not possible unpaid time off may be considered
- **Jury service.** You are entitled to time off and any expenses, including loss of earnings should you be called up for jury service
- **Justice of the Peace or school governor.** If you are, or intend to become, a Justice of the Peace or school governor, discuss the details and arrangements with your line manager. This may affect your working hours
- **Armed Forces Volunteer Services.** A period of paid leave is offered for volunteers and ex-service men and women who are required to go on annual training exercises
- **Political appointments.** If you have a minimum of five years' service, a break of five years is available for any employee wishing to become candidates for any UK or European parliament or assembly
- **Public duties/involvement in local community.** If you have any other public duties to attend, speak to your line manager
- **Confidential helpline – 07659 145671.** A 24-hour confidential support service which can help you manage stress, personal, traumatic or financial issues which are affecting your attendance or performance at work
- **Maternity, Adoption, Paternity and Parental Leave entitlements.** See the appropriate sections
- **IVF.** The Company can support you if you or your partner is having IVF treatment
- **Fostering.** Support is available if you are considering becoming a foster parent.

Your Personal Development

Learning & career development

Learning and development are integral to our success. We are committed to helping you, through training, to develop the necessary skills and knowledge to perform effectively and fulfil your potential.

We are committed to developing you into skilled, customer-focused, enthusiastic and motivated employees.

Any opportunities for promotion are open to all and depend on ability, skills and experience.

Together with your line manager you should take responsibility for learning and development. You should actively identify your training and development needs by recognising your strengths and weaknesses.

Learning is a continuous process consisting of coaching and practical on-the-job experience, supported by relevant formal training and a wide range of learning resources. All employees are expected to attend training appropriate to their job role as and when necessary, e.g. the implementation of new systems.

Journals/membership of professional bodies

Journals or membership fees for professional bodies will be paid for where relevant to your work.

Employees with disabilities

As a Company we wish to help disabled employees to realise their full potential and provide them with the same career prospects and promotional opportunities that are available to all employees. In addition, we are committed to helping with the retraining, rehabilitation and reasonable adjustments for those who become disabled during the course of their working life. The Company is willing to make all reasonable adjustments that may be necessary to take account of the needs of a disabled employee or job applicant and/or to facilitate a return to work for employees with disabilities.

Review of performance

Together with your line manager, you should review your performance continually in order to assess how you are doing. It is also a way of helping you to assess yourself and look for further development. The success of your review of performance is very much in your hands.

Take the opportunity to participate fully in all discussions about your work and performance.



Reward Policies

Marks & Spencer believes its people are its most valued asset. They should, therefore, share in its progress and profitability and be rewarded accordingly.

We offer a range of benefits. You are eligible for a number of benefits from the day you start work. Other benefits are service-related so they build up as your service increases.

Each element of the benefits package is reviewed regularly to ensure it remains competitive and maintains Marks & Spencer as a leading employer.

Salary Structure

Each job is positioned within a reward level according to level of responsibility and market value. This enables us to:

- Provide competitive salaries for each job taking into account market rates
- Reward everyone according to their contribution.

Long Service

The Company celebrates long service after 25 and 40 years for all categories of staff up to Executive level. This is a discretionary benefit (for Retail and Head Office employees) and will be reviewed and may be amended.

- Currently at 25 and 40 years, you can choose a gift, shares or vouchers. In addition, you can choose either a national celebration or a payment of £500 for a local celebration; this will be paid through your salary
- Cash for the local party will be a gross payment of £500 through pay and subject to tax and NI
- Long service celebration benefits will be withheld if an employee has a written warning at the time of the anniversary until that written warning expires.

Full details of the Long Service Policy are available on the People Guide.

Unsocial Payments

Unsocial premium is paid when certain conditions are met and is restricted to certain business units/stores.

The premium is paid only when hours are actually worked.

Please note that the payment will not be made when employees are absent through illness, time owing, holiday, maternity or on customary holidays unless actually worked.

The premium payment will be added to gross earnings for tax purposes but it will not be included in pension or bonus payment.

Employee Discount

We value you both as an employee and also as a customer. You are eligible to receive Employee Discount, which is one of the most valued benefits of working for Marks & Spencer. Within 28 days of joining the Company, all employees will receive their own personalised employee discount card and on-line discount code. This will give you 20% discount on most purchases. Discount is unlimited.

For your convenience, you can apply for an additional discount card for a nominated user as soon as you join the Company. The nominated user must be your partner or member of your immediate family, live permanently at the same address as you and be over 16.

You can get discount at Marks & Spencer main stores and Simply Food stores. The card cannot be used in Eire, International stores, BP Connect or for non-food items in Outlets.

Before using the discount, it is vital that you and your nominated user read the Employee Discount Conditions of Use and the On-line Discount Code. Use of the discount card/code by you and your nominated user will be taken as acceptance of the Conditions of Use. You are responsible for the use of the card by your nominated user. Failure to comply with the Conditions of Use, including the terms of any discount related promotion run by the Company, by either you or your nominated user may result in disciplinary action. This may include withdrawal of the card and/or dismissal.

Please refer to the Employee Discount Policy available on the People Guide or from your line manager, for details of the policy and any exclusions which apply.

Employee Discount stops when you leave the Company. Discount cards remain the property of the Company; therefore you will need to return them on termination of your employment.

Eligible retired staff in receipt of an immediate Company pension will be given and are able to use a retired staff discount card in accordance with the Retired Staff Discount – Conditions of Use. This gives a discount of up to £2,000 per year. Retired staff whose pension is paid as a one-off lump sum will not be eligible for a card.

Car Allowance

Employees in reward level D to H are eligible to participate in the Company Car Scheme and receive a company car cash allowance, detailed in the Cash Allowance Policy.

Some employees, regardless of reward level but subject to other criteria, may be eligible for a Job Need Car instead. The Job Need Policy applies where an employee is required to drive at least 10,000 business miles per annum.

Both policies are discretionary and Marks & Spencer plc reserves the right to review them from time-to-time and to vary and/or withdraw them at any time. In particular, the Company reserves the right to increase or decrease the levels of Job Need Car and/or cash allowance. If you need further information, full details of the Cash Allowance Policy and the Job Need Car Policy is available on the Travel and Company Cars/Pay and Benefits Section/People Guide.

In addition, all employees are eligible for the Marks & Spencer Car Ownership Scheme. This scheme allows employees to lease a car over a period of time and gives the employee the option to purchase the car when the lease ends. Full details of the Marks & Spencer Car Ownership Scheme are available on the People Guide.

Freeshares

The award of Freeshares is a discretionary share scheme. The Board of Directors decides each year whether to issue these shares depending on Company profit. If you have one year's service by 31st March each year, you will be able to participate.

Sharesave Schemes

Sharesave is a Save As You Earn scheme that gives you the opportunity to share in the future success of the business, not only as an employee, but also as a shareholder of Marks & Spencer. The scheme is open each year to all monthly paid employees with at least three months' unbroken service by 1st October. Sharesave allows you to save tax-free for three to five years and at the end of that period you can buy Marks & Spencer shares at a specially discounted price.

Season Ticket Loans

The Company operates a season ticket loan scheme which you may be eligible for. All outstanding loans must be repaid immediately on leaving and may be deducted from any outstanding sums owed to you by the Company.

Healthcare Offers

We offer the following healthcare options to all monthly paid employees and their partners:

- Private health insurance
- Dental plan insurance
- Hospital Saving Association (HSA).

For more information about the various options, refer to 'your M&S Extras Booklet' or log on to www.mands-extras.co.uk (username = mands/password = extras).

Social Activities

The Company provides a grant each year for sports and social activities which are organised at business unit/store level.

Catering

We provide a subsidised catering service for all our employees using Girovend cards. Once you have one, load it with money from the appropriate machines before selecting/paying for food.

Travel & Expenses

Travel

Travel is an integral part of work for many people. Marks & Spencer offers travel options and expenses so you can travel in a secure and comfortable manner. However, because travel is a major Company cost, it is important you adopt a responsible approach.

Please ensure that:

- Each trip has clear objectives and is properly planned
- Costs are reasonable and well controlled
- You make good use of the Amex or corporately approved facility
- You understand and follow the procedures and regulations.

Deliberate failure to use our appointed agents, especially as a means of avoiding the use of agreed carriers or for personal gain from loyalty schemes, could result in disciplinary action being taken and may result in dismissal.

Other actions that may result in disciplinary actions being taken include:

- Deliberately falsifying expenses or cash advances
- Abusing the Amex or corporately approved card or cash advances.

Telephone and fax rentals

The Company will pay for the rental of a home telephone/fax where it is needed for a job.

All private use should be paid for by the employee.

On call/mobile phones

A pager or mobile phone will be provided for employees where appropriate.

All private use should be paid for by the employee.

Fire, Health & Safety Responsibilities

The Company has a responsibility under UK domestic and European legislation to ensure the health, safety and welfare of all employees, customers and contractors on our premises.

However, you do have a responsibility to follow procedures and take reasonable care of your own health and safety and the health and safety of others who may be affected by your actions or omissions e.g. customers, visitors and suppliers. Please ensure you refer to the Company Statement on Health & Safety at Work as posted on the Health & Safety notice board.

Managers have a responsibility to ensure that employees are aware of Health & Safety regulations and the requirement to report all accidents and dangerous occurrences to the appropriate person/department.

Health & Safety Policy Modules

The Fire, Health & Safety Policy can be found on the Homepage within the Trading Safety and Legally section.

Refer to your Health & Safety notice board, training resource centre, Fire, Health & Safety Officer (FHSO), or the central Head Office team for copies of the modules.

Also, read the legal notices on your notice board relating to Health & Safety, law, Company statement and our Certificate of Employers Liability Insurance.



Emergency Procedures

Finding out how to evacuate the building will form part of your training. You must follow these procedures. If you are a manager, you will have additional responsibilities for the safe evacuation of employees.

Contact numbers for use in the event of a disaster at any of our buildings both 'in work' and out of hours are detailed on a small laminated card which you will be given at your induction. These are also available from all Head Office Service Centres. Please keep the card in a safe place at home.

Fire

Fire prevention is everyone's responsibility. Your induction training will include information about fire regulations.

- Ensure you fully understand and follow fire regulations
- Watch the Company Fire Induction video
- Familiarise yourself with the fire instructions of your business unit/store
- Make sure you know the location of all fire exits, escape routes, assembly points and fire extinguishers and know how to use fire extinguishers.

Anyone who deliberately breaks the fire regulations will be dismissed.

Read the fire notices displayed on notice boards in your business unit/store.

Smoking

Marks & Spencer workplaces are smoke free. This means that smoking is not allowed anywhere on Company premises, in Marks & Spencer goods vehicles, in-store vans, pool cars or in work cars. Perk cars are excluded from the Smoke Free Policy provided the car is used by the employee for private use only. To protect the image and reputation of the Company, smoking is not allowed in areas visible to customers/visitors entering or leaving a Marks & Spencer building. Designated smoking areas outside each store or building will be pointed out to you at induction.

Failure to comply with this policy may result in disciplinary action, which could include dismissal.

Night work

If you work at night, ensure that the Company's property is safe from fire, burglary or any other emergency.

- Do not smoke on Marks & Spencer premises
- For security reasons, do not leave the premises during your period of duty except in an emergency.

Night security

If you are employed on night security, it is your responsibility to ensure the safety of the Company's property from fire, burglary or any other emergency. Owing to the Company's concern about the risk of fire, smoking is not permitted.

As you are responsible for the security of the premises during your duty, you must not leave except in an emergency.

Protective Clothing

Under the Health & Safety at Work Act 1974, you must wear protective clothing when provided and follow instructions on how to use it. This applies to working in coldrooms, freezers and loading bays.

Food Handlers

If you are a food handler, work in food handling areas, or visit food factories, the Food Safety (General Food Hygiene) Regulations 1995 require you to:

- Practise and maintain good personal and general hygiene standards
- Report to your line manager or occupational health if you:
 - Are suffering from, or may be a carrier of, a food borne disease, e.g. typhoid, salmonella, dysentery
 - Have a skin, eye, ear or mouth infection, diarrhoea, and/or vomiting which may lead to contamination of food
 - Have been on a holiday/foreign travel to countries other than Northern Europe, Canada and USA.

However, if you are unwell following a holiday/foreign travel to Northern Europe, Canada or USA, you should report this too, using the appropriate form.

Examinations & questionnaires

If you are a food handler working or carrying out relief in catering, butchery, restaurants, food tasting or a member of food group who visits food factories, laboratories or quality control kitchens, you must have a medical examination before starting work/training. You should also have an annual health check.

If you work in food handling areas such as loading bay, coldroom, freezer room, stockrooms, food sections, food tills, staff shop, you must complete medical questionnaires.

We may take disciplinary action for failure to follow food handling guidelines. This may lead to dismissal.

Reporting Accidents

Report any accident you have on Company premises, or whilst on Company business, to your line manager and your Fire, Health & Safety Officer as soon as possible.

If you are in Head Office, notify Health Services also. The success of any claim for benefit may depend on whether you reported the accident promptly.

If an accident occurs outside work and you wish to claim for compensation from a third party, inform your manager. A claim for loss of earnings is needed when claiming compensation. If the claim is successful, any salary received during absence for which you are compensated will need to be reimbursed.

Please ensure you report any customer accidents reported/witnessed by you in the course of your job in the appropriate manner. All accidents are recorded on an electronic database by the store Fire, Health & Safety Officer or First Aider.

Personal Accident

The Company operates a discretionary Personal Accident Insurance Policy. This policy covers serious injuries caused by accidents at work or whilst travelling on Company business. If you think that you may be eligible to be considered for a payment under the terms of this policy and need further information, please contact your HR manager.

Please note that any payments under this policy are made entirely at the discretion of the Company. Marks & Spencer reserves the right to review and, where appropriate, alter this policy from time-to-time.

Personal Life Assurance

If a member of a fire party or a search and recovery team who has personal life assurance was killed in the course of their duties, any claim under that policy would be subject to the terms of the policy as stipulated by the company providing the personal life assurance. This claim would be in addition to any claims made under Company accident insurance policies as detailed above (personal accident).

However, if there is any doubt about entitlements, check with your insurers.

If you carry out fire party or search and recovery operations, inform your insurer when taking out life assurance.

First Aid

We have employees who are trained in First Aid. You will find the names of first aiders on your notice boards.

In Head Office, First Aid is available by bleeping the First Aider for your area, in Health Services or, in an emergency, by ringing Head Office ext 6666.

Regulations

There are regulations and standards of conduct to ensure the good management of the business and to avoid any unnecessary problems and misunderstandings with our employees.

Your job puts you in a position of trust and responsibility.

- Ensure your conduct does not limit your effectiveness or damage the Company's reputation
- Follow the established procedures and regulations for dealing with the Company's property, goods and cash. We will discuss these, and the required standards for work, conduct and appearance during your induction. Although on occasions they will be amended, you must accept them as a fundamental condition of your employment
- Contact your line manager if there are any regulations/standards you do not understand
- Discuss any misdemeanours that you believe may affect the Company's profitability or reputation with your line manager.

We will treat any abuse of the trust and responsibility the Company places in you very seriously. Appropriate disciplinary action will be taken which could result in dismissal. In some cases, dismissal will be immediate.

Handling Merchandise, Money & Equipment

There are a number of regulations and procedures relating to handling merchandise, money and equipment which are for the protection of the Company, its employees and its customers. Your job puts you in a position of trust and the regulations are for your protection.

Regulations relevant to your job role are displayed on the notice board, via email, on the Homepage for Employees, or available from your line manager. It is a condition of your employment that you keep up-to-date by reading, understanding and following them.

It may be necessary on occasions for your line manager to amend or add to these regulations. When this happens, they will inform you and a notice will be posted on the notice boards or communicated via email. Retraining will be given where appropriate.

It is your responsibility to tell your line manager if you notice any irregularities or practices affecting the security of property belonging to either the Company or fellow employees.

Check out your notice board, or ask your line manager for the regulations relevant to your work area. You must understand and follow them as a condition of your employment.

Appropriate disciplinary action up to and including dismissal may be taken for breach of these regulations.

Sales procedures

During your initial training you will be shown the correct sales procedures and till point service provisions. You must follow them at all times.

In addition, you must contact the designated trainer for your business unit/store if you have any doubts about any aspect of till procedure or require retraining in till procedure or till point service provision.

Customer refund

Refunds can only be actioned by employees nominated by the business unit/store management team. These employees will receive training on the refund operation and must follow the procedures laid down for systems used in their business unit/store.

Reduced

Employees authorised to reduce the price of soiled and damaged merchandise will be named on the employee notice board or notified individually.

If you wish to purchase reduced merchandise you should follow the staff purchase procedure as shown on the notice board.

Date expired, soiled & damaged merchandise, surplus equipment

Individual arrangements will be made for the relevant business units/stores who sell date expired or damaged foods. The manager may also occasionally make special arrangements for the sale of soiled or damaged merchandise, surplus material or equipment.

In all cases, arrangements for payment will be communicated via the employee notice board. Food or general merchandise set aside for destruction remains the property of Marks & Spencer and must not be taken.



Catering

We provide a catering service for all our employees using Girovend cards. Once you have one, load it with money from the appropriate machines before selecting/paying for food.

Staff Shop

Current and retired employees and visiting contractors may have access to a staff shop to buy food and general merchandise that cannot be returned to stores/manufacturers at a reduced price. The shop is open at certain times of the day. Use it in your own time.

Lost property

- **England, Wales & Northern Ireland**

Employees are required to hand in any lost property found by or given to them. The Company is entitled to any unclaimed lost property found on the premises. We will put unclaimed lost property, or money made from the sale or raffle of lost property, into the Sports and Social Fund. Alternatively, they will be given to an agreed charity.

- **Scotland**

All lost property found on our premises must be handed into the police within 48 hours. If it is unclaimed after six months, the Company is entitled to it as long as it was found by one of our employees. Unclaimed lost property, or money made from the sale or raffle of lost property, will go into the Sports and Social Fund.

Personal Property

You are responsible for the safe keeping of your personal property. Where appropriate, we will show you where to keep personal belongings as part of your induction.

The Company does not accept responsibility for loss, theft or damage to personal property.

Try to avoid bringing large amounts of money or valuables to work. If it is necessary, make sure they are locked away safely.

Inspections

Management, security or authorised employees may carry out inspections of your property at any time. If necessary, the following may be inspected:

- Vehicles parked on our premises, or parking spaces allocated to our staff where employees give their permission
- Bags, cases and parcels brought into, left on, or being taken off our premises
- Contents of lockers, cloakrooms and wardrobes
- Contents of emails sent or received by you using Company equipment and any other computer data held on the Company's equipment
- The content of outer clothing and footwear.

CCTV and electronic card entry systems

The Company reserves the right to use CCTV surveillance including covert CCTV surveillance for the protection, benefit and safety of staff, in particular for the detection and prevention of crime.

CCTV may also be used for the purposes of monitoring work practices. However, on these occasions staff will be notified in advance, either directly or via email facility. Information collected from electronic card entry systems may also be used for the purpose of monitoring: Group working practices (e.g. occupancy) and/or Individuals (e.g. investigating suspected misconduct).

Computer Security

If you use computers, you must follow Company regulations aimed at protecting computer equipment, systems, networks and information. You will find procedures and codes of practice relating to the use of computer equipment, email and the internet in the Information Security and Computer User Agreement on the Homepage for Employees. Failure to follow and adhere to these procedures and codes of practice may result in disciplinary action up to and including dismissal. Deliberate or serious breaches may lead to criminal prosecution.

Try to reduce the risk of theft, damage and unauthorised access to computer systems. This applies particularly to portable equipment.

Follow computer security regulations and procedures.

Refer to Homepage for Employees for the Information Security and Computer User Agreement.

Whistle-blowing: Public Interest Disclosure

Marks & Spencer aims to conduct business with the highest standards of honesty and integrity. Therefore, we should all share this aim in order to maintain the same standards. Any wrong-doing by either the Company or its employees should be reported. We believe that it is essential to create an environment in which employees feel able to raise concerns internally without fear of disciplinary action being taken against them as a result of any disclosure, and be assured that an investigation will take place.

The Public Interest Disclosure Act 1998 protects employees from dismissal or being disadvantaged, for example having disciplinary action taken against them when they report wrong-doing by their employers. It aims to promote greater openness between employers and employees in the workplace. We strongly believe that those who report wrong-doing should not be victimised.

Examples of wrong-doing include:

- A criminal act
- Failure to comply with a legal obligation
- A miscarriage of justice
- Danger to health & safety of any individual
- Damage to the environment
- Deliberate concealment of any of the above.

What to do

Where you wish to make a disclosure concerning one or more of these examples of wrong-doing, you can discuss the concern with your line manager. They have a responsibility to listen and respond to any matter that is of concern to the employee. If this is not appropriate or the issue is not satisfactorily resolved, you should contact the senior manager responsible for your business unit/store and a private interview will be arranged to review the case. If after reporting the matter to your manager, the issue is still not resolved, you may contact the director of HR who will ensure that a full and fair investigation will take place with a view to reaching a sensible and fair resolution of the issue.

There may be matters that cannot be dealt with internally and external authorities will need to become involved. Where this is necessary, the Company reserves the right to make a referral on your behalf without your consent. The Company recognises that there may be some cases where no wrong-doing is found through internal procedures. In such cases, if the disclosure is reasonable and the information believed to be true, protection will be given and no disciplinary action will be taken.

The Whistle-blowing Policy is distinct from our Grievance Policy. If you have a complaint relating to your personal circumstances in the workplace, it is likely to be more appropriate to the Grievance Procedures to raise this (see pages 11-12). This process does not give you the protection of the Public Disclosures Act. However, the Company will deal with grievances raised reasonably and promptly and will only consider taking disciplinary action where an employee has made dishonest or false statements or acted unreasonably in making a complaint or grievance. You must make clear that you are following the Grievance Procedures in this instance.

Discrimination, Harassment, Bullying & Victimisation

It is our policy to promote an environment free from discrimination, harassment and victimisation where everyone will receive equal treatment.

Marks & Spencer believes that all employees should be treated with dignity and respect. Any discrimination, victimisation, harassment or bullying behaviour will be dealt with as a serious matter potentially leading to disciplinary action/dismissal.

The Company believes that each employee is responsible for his/her own behaviour and for maintaining an environment in which discrimination, harassment and victimisation are regarded as unacceptable. In addition, we all have a responsibility not to indirectly support unfair behaviour by ignoring what is happening around us.

What to do: informally

If you believe that you have suffered any form of discrimination, harassment, bullying or victimisation, we encourage you to speak to the person concerned and seek to resolve the matter.

Approach them and explain that you find their behaviour unacceptable. Ask them to recognise the effect of their actions and stop acting in that way.

Remember that you can approach the person with the support of a colleague or line manager. However, please recognise that at the informal stage their role can only be one of support or assistance.

Ask a line manager to talk to the person on your behalf, if it is too difficult or too embarrassing to do this yourself.

If your harasser is acting anonymously then speak to your line or HR manager as soon as possible in order that appropriate safeguards can be put in place.

What to do: formally

If you believe the behaviour is serious, if you prefer a formal approach, or if the behaviour continues after the informal procedures have been used, we encourage you to use the formal procedure.

Make your complaint in writing as soon as possible to your line/HR manager or an alternative manager in your business unit/store, clearly setting out your areas of concern and giving details of any alleged incidents.

The manager will then invite you to a meeting to explain your allegations so they can fully understand and investigate the details. After this meeting, they will conduct a series of interviews with the alleged harasser and anyone else who can assist with the investigation. The manager will then consider all the facts, consider the appropriate course of action and notify you of the outcome they have reached in writing.

In the event that you are unhappy with the outcome reached or the behaviour continues, you have the right to appeal. Complete the appeal form and send it within five working days of the dated letter stating the reasons why you disagree with the decision taken and giving any additional information you wish to be considered. If you are based in Stores or the Shared Service Centre, appeals should be sent to: Room 4SE, HR Shared Services, Alexandra Court, 200-220 The Quays, Salford Quays M50 3SP. If you are based in Head Office, appeals should be sent to the Head of HR for your business unit.

You have the right to be accompanied at all of the above meetings; this could be by a colleague, BIG representative or a Trade Union representative. While investigations are ongoing, you should avoid contact with the alleged harasser where possible. If appropriate, you will be offered counselling and on-going support to ensure no further harassment takes place.

Standards of Conduct

Service commitment

All employees are responsible for giving good service to their customers, colleagues, suppliers and any other people with whom they have contact. This can be achieved by cooperation, flexibility and commitment to the Company vision.

Hygiene

We set high standards of hygiene and cleanliness in order to make shopping and working conditions safe and pleasant for our customers and employees. The responsibility for maintaining these high standards is shared by all employees.

Uniforms

Employees in certain jobs may be required to wear a uniform provided by the Company. It is your responsibility to keep your uniform clean and tidy.

Items of uniform which are provided by the Company should only be worn at work and the Company will assess normal wear and tear when replacement items are being requested. All items of uniform must be returned when you leave the Company.

Appearance

The personal appearance of employees makes an important contribution to the Company's reputation and professionalism. Anyone needing advice on what is acceptable should speak to their line manager or access the Marks & Spencer Standards of Personal Appearance Policy available on the People Guide.

Attendance and time-keeping

The Company expects its employees to attend work consistently and to be punctual. If you are unable to come to work or will be late arriving at work for any reason, please make sure you notify your line manager. All absences must be reported as soon as possible on the first day of your absence, using the absence reporting procedures of your business unit/store. You should continue to keep your line manager informed of your progress and likely date of return to work.

Please note that failure to comply with the above standards will constitute misconduct. Appropriate disciplinary action will be taken, which could result in dismissal.

Cashing cheques

Appropriate disciplinary action may be taken against anyone trying to cash a cheque or buy goods with a wrongly completed cheque or one which is returned by the bank because of insufficient funds.

Alcohol, drugs & substance abuse

People's ability to do the job should not be affected by alcohol, illegal drugs or substances.

If you are taking medication that may affect your ability to do the job, inform your line manager.

The Company is concerned for the health and safety of all employees and aims to support individuals with alcohol/drug problems. We will discuss problems fully and sympathetically and encourage the individual to follow prescribed treatments.

Drug-taking/possession

Drug-taking and possession of drugs are illegal. Any employee found to be taking, dealing or possessing drugs on Company premises or at Company functions, will have the appropriate disciplinary action taken which may result in dismissal.

Misconduct

The Company has a right to expect its employees to have and adhere to acceptable standards of conduct and to deal with customers and colleagues in a cooperative and respectful way. Whilst each disciplinary stage will entail discussions on the exact requirements for improving standards of conduct, a serious incident of misconduct will have the appropriate level of sanction applied, for example it may be appropriate to go straight to the final written warning stage. In certain circumstances, demotion may be considered as an alternative to dismissal. Although not exhaustive, a range of examples of misconduct for which disciplinary action will be taken, are as follows:

- Failing to comply or keep up-to-date with Company policy, procedures, guidelines and regulations, e.g. failure to follow Staff Discount Policy, Customer and Staff Reservation Policy, Purchasing Procedures, swipe card or Company Amex Card Procedures
- Failure to comply with Health & Safety rules
- Refusal to comply with a reasonable management request, e.g. refusing to go on a till, refusing to attend a meeting
- Demonstrating an un-cooperative and/or disrespectful attitude towards customers and colleagues, e.g. swearing in front of customers/colleagues, making offensive or negative statements about the Company, colleagues or customers which may cause embarrassment to the Company for example on social networking internet sites
- Abuse or misuse of Company property or merchandise, e.g. abuse of restaurant facilities
- Leaving your allocated place of work without permission or good reason
- Engaging in unnecessary activity which prevents you from fulfilling your role, e.g. taking longer than necessary to complete a task, unreasonable use of the internet in Company time.

The Company regards all of the above examples as similar or 'linked' acts of misconduct and they will therefore be dealt with via the same disciplinary route.

Other examples of misconduct, which will also necessitate disciplinary action, are:

- Intoxication at work
- Attendance related misconduct, for example:
 - Unauthorised leave of absence
 - Poor time-keeping/lateness from breaks
 - Failure to follow the correct absence reporting procedure for your area.

For further information please ask your line or HR manager for a Conduct and You Fact Sheet. This is also available on the People Guide.

Gross Misconduct

Cases of gross misconduct may lead to summary dismissal, i.e. dismissal will be immediate and without recourse to the normal warning steps, without notice of termination or compensation for loss of notice. Some examples of gross misconduct incidents are as follows (this list is not exhaustive):

- Serious breach of or failing to comply with Company policy, procedures, guidelines or regulations e.g. refusal to obey smoking regulations, serious breach of computer user agreement, serious breach of the Staff Discount Conditions of Use, Customer and Staff Reservation Policy, Purchasing Procedures, swipe card or Company Amex Card Procedures
- Serious or persistent breach of Health & Safety rules
- Repeated or serious failure to follow reasonable management requests
- Demonstrating disrespectful behaviour of a serious nature e.g. swearing at customers or colleagues
- Making offensive, negative or derogatory statements about the Company, colleagues or customers (for example on social networking sites) and thereby causing or intending to cause embarrassment to the Company, damage to the Company's reputation or bringing the Company's name into disrepute
- Behaving in such a way that the relationship of mutual trust and confidence between employer and employee is destroyed and so that the continuation of employment then becomes impossible
- Being under the influence or in possession of illegal drugs or serious incapability brought about by alcohol
- Unlawful discrimination, discriminatory behaviour towards colleagues or customers including unwelcome sexual or personal attention
- Harassment or bullying
- Fighting or physical violence between colleagues or on Company premises
- Deliberate and/or unauthorised disclosure of confidential, internal Company or Company sensitive information to inappropriate internal or any external third party, including but not limited to the Press or media
- Committing a dishonest or fraudulent act, e.g. stealing or intending to steal cash, merchandise and/or property from the Company. Fraudulent acts with the intention of obtaining money assets or services, which would otherwise be denied. Falsifying or forging documents/systems for personal gain
- Where criminal acts or other acts relevant to employment are committed outside of work.

Disciplinary Policy

Our Disciplinary Policy exists to explain the standards of behaviour Marks & Spencer expects and what will happen if you are alleged to have broken a disciplinary rule. Breaking or failing to follow a rule about behaviour is often called misconduct and must be considered a serious matter. Our intention is to encourage employees to improve their behaviour and to deal with cases of misconduct thoroughly and fairly.

When going through the disciplinary procedure, it is important that cases are approached in a consistent manner, the actions taken are reasonable and that the procedure is fair.

Informal process

Minor cases of misconduct should normally be dealt with informally. The relevant line manager should set up an informal meeting to talk to you about, for example:

- What you have done that has broken a disciplinary rule
- The standard of behaviour required
- The improvements you must make and the timescale for improvement
- Consequences of your behaviour not improving to the required standard.

If dealing with the matter informally does not result in the required improvement, or if the first instance of misconduct is more serious, the formal process must be followed.

Formal process

The formal process must be followed before deciding on any disciplinary action.

Investigation

Your line manager will normally manage the disciplinary process and will usually appoint a manager to carry out an investigation. The purpose of the investigation is to gather evidence and to decide if an allegation of misconduct should be put to you. The findings should be clearly documented in the investigation report. You will be informed if the conclusion of the investigation is not to proceed to a disciplinary hearing.

Invitation to hearing

Your line manager would normally hear the case. You will be told in writing what you are alleged to have done wrong, why your behaviour was unacceptable, and invited to a hearing to discuss the problem. You will be given at least 24 hours notice of the hearing. If you wish, you may be accompanied by a colleague, BIG representative or Trade Union representative.

Hearing

The line manager hearing the case must explain the alleged misconduct to you and talk through the findings of the investigation. You will then be given the opportunity to respond to the allegation, put your case and ask questions.

After hearing the evidence and your explanation of your actions, the line manager must decide whether disciplinary action is appropriate. If no disciplinary action is to be taken, you will be informed and all records of the process destroyed after six months. If it is decided that disciplinary action is justified, the line manager must decide what form that should take, inform you and confirm the decision in writing.

There are three possible sanctions:

1. Written warning

The first formal action is usually a written warning. This informs you that your behaviour has not met the expected standard, sets out the details of the misconduct and the improvement in behaviour required. The warning will also say that if your behaviour does not improve to the specified standard, that could lead to a final written warning, demotion or dismissal. A written warning remains 'live' on record for 12 months and while it is 'live', you are not eligible for pay review and if applicable, any bonus payment.

2. Final written warning

If there is another breach of disciplinary standards while the written warning is 'live', or the initial misconduct is more serious, consideration should be given to issuing a final written warning. The inappropriate behaviour and required improvement must be detailed in writing and you will be informed that the final written warning will remain 'live' on record for 12 months. While it is 'live', you are not eligible for pay review and, if applicable, any bonus payment. You will be warned that if your behaviour continues to be unacceptable or there is a further incident of misconduct, it may lead to dismissal or some other penalty (e.g. demotion).

A final written warning should not normally be issued for a first act of misconduct unless it is very serious.

3. Dismissal

If there is a breach of disciplinary standards while a final written warning is 'live', or there is an extremely serious breach of disciplinary rules, the appropriate disciplinary action may be dismissal or some other penalty (e.g. demotion). If the decision is to dismiss, then you will normally be informed of this at a formal meeting. It should be made clear that any reference provided in the future will state that your reason for leaving was dismissal. Leaving arrangements should also be clarified at this point (e.g. notice, holiday entitlement).

The dismissal will normally be with paid notice unless the act amounts to gross misconduct and warrants summary dismissal (dismissal without notice). Only in very serious cases, where the behaviour amounts to gross misconduct, will summary dismissal be considered. In such circumstances there must be reasonable belief that the employee committed the act and that there were no mitigating circumstances (which may justify a lesser penalty).

You will be informed in writing of the reason for your dismissal within 14 days. The letter should state the reason for dismissal, the date your employment will end, period of notice and inform you of the right to appeal against the decision. The letter must explain how the decision to dismiss was reached and the dismissal report will be sent with the letter.

If you disagree with the decision, you have the right to appeal. Complete the appeal form and send it within five working days of the dated letter stating the outcome of your disciplinary hearing. If you are based in Stores or the Shared Service Centre, appeals should be sent to: Room 4SE, HR Shared Services, Alexandra Court, 200-220 The Quays, Salford Quays M50 3SP. If you are based in Head Office, appeals should be sent to the Head of HR for your business area. The reasons for the appeal must be clearly stated in the letter and must include one of the following:

- Why you feel the original decision was not a logical and reasonable response to the facts presented
- Why you find the finding unfair
- Additional information/new evidence has come to light since the disciplinary hearing which you believe would mean that the original decision was not logical and reasonable. You should provide detail of this new information/evidence.

You will then be required to attend a further meeting with a manager who will hear the appeal. This will be someone who was not previously involved in the disciplinary case. At the appeal hearing, the facts will again be considered and a decision reached. This decision is final. There is no further right of appeal.

Please note that it is important that your appeal is received in writing and within the five working day time limit detailed above. Only in exceptional circumstances will your appeal be heard if it is not put in writing and is not received within the specified time limit.

Leaving the Company

Resignations

If you resign from the Company, you will be required to give and work the notice detailed under Notice Periods. On occasions, a shorter notice period may be agreed. If you have been summarily dismissed, as outlined in the Disciplinary Policy available on the People Guide, you are not entitled to work your notice or receive payment in lieu of notice.

Payment in lieu of holidays

If you leave the Company, you may be due a payment in lieu of outstanding holiday. All holidays paid upon leaving are based on your statutory not Company entitlements.

For more details of holiday in lieu calculations ask your HR team for a holiday fact sheet.

Company property & effect on benefits

Your line manager will discuss with you:

- The procedure for returning Company property (these include: Girovend card, access control card, Amex card, discount card, company car, pagers, IT equipment and where appropriate confidential information)
- The effect on benefits (e.g. Sharesave, discount card etc.).

References

It is Marks & Spencer policy to only provide a standard reference for prospective employers stating position held, dates of employment and reason for leaving.

Please send all reference enquiries to the appropriate HR manager for your business area/region. On leaving the Company, it is your responsibility to make your manager aware should you not wish for Marks & Spencer to provide any future employer with a reference.

Outstanding payments

You will need to repay all overpayments and loans immediately and in full when you leave the Company.

We have the right to recover payment owing and may make an adjustment to any outstanding payments due to you.

Income tax & National Insurance

You will be given your P45 (unless you are retiring) and relevant NI certificate on your last day of work or they will be sent to your home address as soon as possible.

Tax office

Chapel Wharf Area
 Trinity Bridge House
 2 Dearmans Place
 Salford M3 5BS
 Tel: 0845 300 0627 – 08.00 - 17.00 for enquiries
 Fax: 0161 261 4444

Ref: 951/BM – Current staff

951/BMP – Retired staff

Have your NI number to hand when making enquiries.

And Finally

We hope that you have found the information in this handbook useful. If you have any questions or concerns, please speak to your line/HR manager.



YOUR M&S



PRINT

Client	m&s
Job No.	192779 small
Date	19/02/2009
Project	head office employee booklet
Proof No.	4 - steve
Size	a4
Bleed	cmyk
Colour	

CHECKED BY

Copywriter	*
Art Director	*
Production	steve
Account Handler	karen
Client	m&s