INTRODUCTION

Welcome, this is your personal copy of the Employment Handbook.

This handbook will help you become familiar with and understand the Company’s standards, policies and procedures, while answering any questions you may have regarding your Terms and Conditions of Employment.

If any policies conflict with your Terms and Conditions of Employment, the Terms and Conditions of Employment will apply and take precedence. You are, however, required to comply with the Company rules, policies and procedures relating to your conduct at work.

Further details of these policies and procedures can be found in the Stores HR Manual which is available on the stores intranet site, accessible from your store.

These policies will guide you to contribute to the ongoing success of the Company.

WH&S VALUES

Customer Focus, Drive for Results, Value our People and Accountability are identified as our collective values within WHSmith.

Customer Focus
‘Keep the customer at the heart of all that we do’

Drive for Results
‘Tenacity for ambitious and competitive results - delivered with pace’

Value our People
‘Our people are respected and valued in an honest, open environment’

Accountability
‘Take personal responsibility and deliver what we say we will’

As a business all of our actions should be in support of our WHSmith Values, and as such this handbook is designed to support you in living and demonstrating these values throughout your employment with us.

TERMS OF REFERENCE

To make the handbook easier to read, you will see that each section identifies the employee group to which the section/paragraph it applies. Examples below:

<table>
<thead>
<tr>
<th>Topic/Title</th>
<th>Applies to:</th>
<th>SA, SSA, Expert, Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Sales Assistant</td>
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<td>SSA</td>
<td>Senior Sales Assistant</td>
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<td>Expert</td>
<td>Sales Expert</td>
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<td>Supervisor</td>
<td>Supervisor</td>
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</table>

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<table>
<thead>
<tr>
<th>Topic/Title</th>
<th>Applies to:</th>
<th>Store Manager/Assistant Manager</th>
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</thead>
<tbody>
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<td>Store Manager</td>
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<tr>
<td>Assistant Manager</td>
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</tbody>
</table>

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<table>
<thead>
<tr>
<th>Topic/Title</th>
<th>Applies to:</th>
<th>All</th>
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</thead>
<tbody>
<tr>
<td>Topics which apply to ALL employees are also identified in same colour blue.</td>
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</tbody>
</table>
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1. PAY ARRANGEMENTS

The WHSmith payroll is outsourced to a company called Ceridian Centrefile.

When and How You Will Be Paid
Applies to: Store Manager/Assistant Manager/Supervisor
As a salaried employee, you will be paid a salary per annum which, is payable in arrears in twelve equal monthly installments on or before the last day of each month directly into your nominated bank or building society account.

When and How You Will Be Paid
Applies to: SA, SSA, Expert
As a non-salaried employee, you will be paid an hourly rate which, is payable monthly in arrears on or before the last day of each month directly into your nominated bank or building society account.

When and How You Will Be Paid
Applies to: All
Your pay slip will show your gross pay and the payments which go to make this up, any deductions for tax, National Insurance, Pension contributions, absence and other authorised deductions.

The Company may at its entire discretion (and upon giving reasonable notice) vary the rate of pay, the method of payment and the date on which the payment is to be made.

Details of your pay/salary, deductions, your tax code and your bank or building society account will be held by Ceridian Centrefile and kept in your personnel file. This information will be treated as strictly confidential and will not be disclosed without your consent or receipt of a request from an authorised body.

If at any time you receive an overpayment in error, the Company will regard this as repayable immediately upon discovery of that error. The method/terms of repayment will be entirely at the Company's discretion. In the event of your employment terminating, the whole sum, or the balance outstanding, must be paid in full.

Deductions from Pay
Applies to: All
As required by the Inland Revenue, deductions for taxation under their rules will be applied to your earnings including pay/salary and taxable benefits.

The Company may also deduct from your pay/salary any sum which you have previously consented to in writing e.g. loans, any overpayment of paid holiday entitlement and any amount owed due to defrauding the Company of cash or stock.

Pay on Leaving the Company
Applies to: All
Payments which may be due to you on termination of your employment from the Company will normally be paid on your normal pay day.

2. HOURS OF WORK

Hours of Work
Applies to: SA, SSA, Expert, employed BEFORE 1st November 2006
The Company’s working week covers seven days commencing on a Sunday and ending on a Saturday.

- If you are a full-time employee, you will be required to work your normal weekly hours of work on a rota system over five days, including Saturdays and Sundays, during the Company’s working week.
- If you are a part-time employee, details of your normal weekly working pattern will be notified to you by your Manager in good time.
- During busy periods, you will be required to work up to an additional 4 hours per week.
Your normal hours are as shown on your Statement of Terms and Conditions of Employment. You will be told your day to day hours by your Manager and you will be required to be punctual at all times.

**Hours of Work**

*Applies to: SA, SSA, Expert, employed ON OR AFTER 1st November 2006*

The Company’s working week covers seven days commencing on a Sunday and ending on a Saturday.

- If you are a full-time employee, you will be required to work your normal weekly hours of work on a rota system over five days, including Saturdays and Sundays, during the Company’s working week.
- If you are a part-time employee, details of your normal weekly working pattern will be notified to you by your Manager in good time.
- During busy periods, you will be required to work up to an additional 8 hours per week. This will only be applicable to employees who are contracted to work 31 hours or less per week.
- Where possible Managers should give employees a minimum of 7 days’ notice, unless there is a business reason that would affect our ability to trade the store, in which case it may be less than 7 days’ notice.

Your normal hours are as shown on your Statement of Terms and Conditions of Employment. You will be told your day to day hours by your Manager and you will be required to be punctual at all times.

**Hours of Work**

*Applies to: Store Manager/Assistant Manager/Supervisor*

As a Manager you are required to manage the business and your salary will reflect the need to do this. This may mean being present outside normal trading hours. However, Managers are not expected to work more than an average of 48 hours per week over any 17 week reference period as detailed in the Working Time Regulations.

**Hours of Work**

*Applies to: All*

The Company will not permit or require any employee to work more than an average of 48 hours per week in any 17 week reference period unless you have signed the appropriate consent form. You are reminded of the need to notify the Company of any hours worked for yourself or another employer or business, as this may affect the number of hours and times you can work for the Company.

It is a term of your employment by the Company that, subject to your statutory rights under the Sunday Trading Act 1994, if the store at which you are normally based is open on a Sunday, you may be required to work that Sunday as one of the days you are scheduled to work. If the store at which you are based is not open on a Sunday in any working week, then you will be required to work your normal weekly hours of work between Monday to Saturday.

The Company reserves the right to change your normal weekly working pattern/hours of work in order to meet the needs of the business. All changes to hours will be in full consultation with you and in good time prior to the change.

**Rest Breaks**

You are entitled to certain unpaid breaks during your working day. The duration of the break will be determined by the hours you work on a particular day.

### 3. OVERTIME RATES AND ADDITIONAL PAYMENTS

**Overtime**

*Applies to: SA, SSA, Expert*

Overtime is voluntary. You will be required however to work reasonable overtime for audits and to attend training sessions, and may be asked to work additional hours at short notice to meet the needs of the business e.g. holiday and sickness cover. The Company is not obliged to provide overtime to you but, when available, these hours will be advised to you in advance by your Manager.

If you work overtime you will receive pay at a rate of time and a half for any hours in excess of 39.
Part-time employees will therefore receive their normal rate of pay for extra hours worked until they exceed 39 hours.

You may agree with your immediate Manager that overtime worked is compensated by time off instead of payment. Such time off will be at the appropriate premium value (for example, a premium rate of time and a half would give 3 hours off for every 2 hours worked).

Overtime
Applies to: Store Manager/Assistant Manager/Supervisor
Management salaries are paid for Managers to manage the business, which may include working hours outside the normal trading hours. No extra payment will be made for hours worked over contractual hours.

Sunday Working
Applies to: All
The Sunday Trading Act 1994 deregulates Sunday Trading in stores of 3,000 square feet or more in return for certain employment protection rights for those employees who do not wish to work on a Sunday. The Act gives all employees, with the exception of those who are contracted to work on Sunday only, the right not to:

- be dismissed for refusing to work on Sundays
- be selected for redundancy for refusing to work on Sundays
- suffer any other detriment for refusing to work on Sundays, i.e. denial of overtime, promotion or training opportunities.

These rights apply to every level of employee and are irrespective of hours worked, age or length of service.

Employees in England and Wales, with the exception of those contracted to work on a ‘Sunday only’ basis, are covered by the provisions of the Sunday Trading Act 1994. The Act does not apply in Scotland. Employees who agree to work regularly on a Sunday or who are employed under a ‘five days out of seven’ contract are said to have ‘opted-in’ to Sunday working. Once employees have opted-in to Sunday working they may opt-out by giving three months notice of their intention in writing, signed and dated to their Manager. If an employee opts out they may still be required to work on a Sunday until three months from the date they gave notice has expired.

Sunday Premium Payments
Applies to: SA, SSA, Expert
Sunday premium payments are also designed to reward employees (excluding ‘weekend workers’) who work Sundays as either part of their normal 5-day working week or on an ad-hoc basis in addition to their hours during the week.

Payments for Sunday working should be authorised by the Store Manager or Area Manager and are as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Sunday Working</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekend only employees</td>
<td>Normal rate of pay</td>
</tr>
<tr>
<td>Annualised hours contract</td>
<td>Normal rate of pay</td>
</tr>
<tr>
<td>Full or part-time week day employees/Term time contracts (staff positions)</td>
<td>Time and a half for actual hours worked</td>
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<tr>
<td>Expert</td>
<td>Time and a half for actual hours worked</td>
</tr>
</tbody>
</table>
Bank Holiday Payments
Applies to: SA, SSA, Expert
No additional payment is made in respect of any bank or public holidays worked by you.

Bank Holiday Payments
Applies to: Store Manager/Assistant Manager/Supervisor
Salaried employees who work on a Bank Holiday should aim to manage their time and the business in order to take the equivalent time off in lieu, no extra payment will be made.

Unsocial Zone Premium Payment
Applies to: SA, SSA, Expert
Any non-salaried employees who are contracted to, or asked to work as part of their additional hours, between the hours of 12.01 am and 4.59 am will receive an unsocial zone payment at the rate of time and a third.

If a permanent employee is contracted to work part of their hours between 12.01 am and 4.59 am they will receive the unsocial hours payment for their entire shift, e.g. someone working from 10.00 pm until 3.00 am would receive the unsocial zone payment for their whole shift.

If a permanent employee works between 12.01 am and 4.59 am and this is not part of their normal contacted hours but is additional hours, they would only be eligible for the unsocial zone payment for the actual hours worked, e.g. someone working additional hours between 10.00 pm and 2.00 am would only get the unsocial zone payment between 12.00 am and 2.00 am.

If an employee is absent from work as a result of sickness absence, they will not be entitled to receive any unsocial zone premium payment.

Call Out Premium Payment
Applies to: SA, SSA, Expert
Stores may be required to appoint a member of staff, preferably a Sales Assistant or Senior Sales Assistant, to answer any emergency call outs from the Police in case of a break-in.

The Sales Assistant/Senior Sales Assistant will need to be approved by the Area Manager and will be registered either with the Police or with the appropriate Company dealing with the alarm call-outs. They will receive a 5% increase on their basic pay in recognition of the additional responsibility. The payment will be shown separately on the employee’s payslip.

When the employee is called out to answer any emergency call they will be entitled to receive overtime pay at the relevant rate from the time they leave their home until they return. Travelling expenses may also be claimed in line with the Company’s Expenses Policy.

This payment is not payable to employees who only have a set of keys in order to open/close the store.

Store Manager Cover Payment
Applies to: All
Occasionally, a member of staff or a Manager from a smaller store may be requested to cover the role of Store Manager for a temporary period. This may be in circumstances where a job vacancy exists or where the jobholder is absent from the store as a result of illness, holiday or family leave (maternity, paternity, adoption or parental leave).

Where cover is required for a period of four weeks or more, the member of staff will receive a payment to acknowledge the additional duties they are being asked to undertake. The payment will be based on the correct pay band for the store they are covering. If they are below the pay band, they will be paid up to the minimum of the band. If they are already on the pay band, they will be paid up to 10%. Any such payment would need to be authorised in advance by an Area Manager.
In circumstances where cover is required for a period of less than 4 weeks, an Area Manager has the discretion to approve a payment using the same principle as above. Again, any such payment would need to be authorised in advance by the Area Manager.

**Duty Management Payment**  
**Applies to:** SA, SSA, Expert  
This payment is mainly applicable for smaller stores where there is no Supervisor. The payment is for Sales Assistants/Senior Sales Assistants where they “deputise” for the Store Manager for 2 or more consecutive days.

If a Sales Assistant/Senior Sales Assistant is appointed as a “Duty Manager” for a Sunday, they will also receive the additional payment.  
Anyone taking on this responsibility is entitled to receive an additional payment of 10% of their pay for the time they carry out the additional duties. The Store Manager should agree the payment in advance.

**4. REFERENCES**  
**Applies to:** SA, SSA, Expert  
Your employment is subject to the Company receiving 2 written satisfactory references from the last two years and the completion of any medical enquiries the Company reasonably makes. The Company’s decision is final as to whether references meet with our requirements.

**Applies to:** Store Manager/Assistant Manager/Supervisor  
Your employment is subject to the Company receiving 3 written satisfactory references from the last three years and the completion of any medical enquiries the Company reasonably makes. The Company’s decision is final as to whether references meet with our requirements.

Every effort will be made to obtain references as quickly as possible. Any reference given or received by the Company will be treated in the strictest confidence and will not be disclosed to you or to any other unauthorised person.

**5. PROBATIONARY PERIOD**  
**Applies to:** All  
Your employment is subject to a probationary period of 13 weeks. Your performance and suitability for continued employment will be reviewed throughout your probationary period.

On the satisfactory completion of your probationary period, your employment will be confirmed by your Manager and the probationary period will count as part of your continuous employment with the Company. The Company reserves the right to extend your probationary period further for a better assessment of your performance.

During or at the end of the probationary period the Company reserves the right to terminate your employment by giving you one weeks notice (or payment in lieu of notice) without reference to it’s Disciplinary Procedures and without having given you any prior warning(s) or conducting any disciplinary interview.

**6. PENSIONS**  
**Pension Schemes**  
**Applies to:** All  
WHSmith runs two pension schemes: WHSmith Pension Trust and Pensionbuilder. Full details of both schemes can be obtained from the Pension Department. Your eligibility to join one of these schemes will depend on when your employment with the Company began. Your membership of either scheme and the benefits available under them are subject to the scheme Trust Deed and Rules and may be varied from time to time.
WHSmith Pension Trust  
Applies to: All  
Colleagues that joined the Company prior to 1 October 1995 will be a member of the Pension Trust Scheme. For further details please contact the Pensions Department.

Pensionbuilder  
Applies to: All  
If your employment with the Company began on or after 1 October 1995 but before 1 March 2011, you may join the Pensionbuilder scheme subject to age criteria and have six months’ continuous service as a permanent employee (dependent on grade).

Under this scheme, you can make pension contributions from 0.5% up to 5% of your pensionable salary, subject to a minimum contribution. In addition, the Company will make equal contributions to yours up to 5%. It is possible to contribute more than 5% of your salary with Additional Voluntary Contributions if you wish. All contributions will be invested and the accumulated fund will be used to purchase a pension when you retire.

Stakeholder  
Applies to: All  
The Company provides access to a Stakeholder pension scheme if you are not eligible to join either of the Company’s pension’s schemes. The Company doesn’t not contribute to this scheme. For further details please contact the Pensions Department.

WHSmart Pay  
Applies to: All  
The Company have made available a different way to pay pension contributions. For those who are eligible, SmartPay changes the way your pension contributions are paid and offers a way to reduce National Insurance Contributions. For further details please contact the Pensions Department.

Maternity Leave  
Applies to: All  
Maternity leave is not regarded as a break in service for membership of any of the pension schemes described above. The period of absence will be included in any calculation used to determine pension entitlements.

If a woman decides not to return to work after her maternity leave, her pensionable service will only stop when she formally resigns or on the latest date on which she was entitled to return, whichever is latest. Members of Pensionbuilder can stop making contributions during their maternity leave. The Company will continue to make contributions on their behalf at the same level as it did when they began their maternity leave. They will continue to accrue pension as normal during maternity leave.

Money Purchase section members will continue to have the Company contributions paid on their full salary for the period of the maternity leave.

The Company however, reserves the right to review this policy.

Pension Rights on Leaving  
Applies to: All  
On leaving the Company, employees have three options as far as their pension is concerned, provided that they have two years’ pensionable service. These are:

- To defer the pension until they retire.
- To transfer the pension fund to a scheme run by a new employer.
- To transfer the pension to a personal pension scheme.

Members of Pensionbuilder with less than two years’ pensionable service can opt to take a refund of the value of their contributions at the date of leaving.
Early Retirement  
Applies to: All  
Employees may wish to retire early. In order to be considered for Company consent, members should submit an application for early retirement to their line manager.

The application will be considered by a number of people in the business including the Stores Director and the HR Director, and either a “with consent” or a “without consent” early retirement pension will be granted. The member will then be written to directly, with a copy to the manager, informing them of the decision.

Under the rules of the Pension Trust, a member who leaves the Company at the age of 50 or over may request an early retirement pension to be paid immediately. The level of pension depends upon whether the Company gives consent or not. If consent is given then the member receives a higher pension. Details can be obtained from the Pensions Department or the Stores HR Manual (stores intranet site).

The position under Pensionbuilder is different as the member’s early retirement pension depends upon the value of his/her account. However, the Company still needs to consent to the payment of an early retirement pension. Please contact the Pensions Department for further advice.

Death in Service Benefit  
Applies to: All  
Employees employed on or before 30 April 2010  
Subject to age criteria you may be covered by death in service benefit. For employees who are not members of either pension scheme, death in service benefit is twice the employee’s basic pay.

On joining either of the Group pension schemes, employees will be covered to a value of three times their basic pay.

Death in service ceases at age 70.

It is important that all employees complete an “Expression of Wish” form nominating beneficiaries who will receive the death in service benefit. This form is available from the Pension Department.

Eligible employees can choose to make additional payments to increase their death in service benefit, and further details are available from the Pensions Department.

Employees employed after 01 May 2010  
Subject to age criteria, employees who are eligible to join the Group Pensionbuilder scheme will be covered to a value of three times their basic pay.

Death in service ceases at age 70.

All eligible employees will need to complete an “Expression of Wish” form nominating beneficiaries who will receive the death in service benefit. This form is available from the Pension Department.

7. ANNUAL HOLIDAYS AND HOLIDAY PAY ON LEAVING

Working Week  
Applies to: All  
The normal working week is the normal number of days and hours per week usually worked by a full-time employee i.e. 5 days and 39 hours for retail staff.

Holiday Year  
Applies to All:  
All employees are entitled to annual paid holidays, regardless of service, under the provisions set out in the Working Time Regulations. The annual holiday year runs from 1 April in any one year to 31 March.
Holiday entitlement may not be carried over, or brought forward, from one holiday year to another. If, for any reason, you have not taken your full holiday entitlement in the holiday year it is forfeited.

**Booking of Holidays**

Applies to: All

You are encouraged to make requests for holidays to your Manager as early as possible. Authorisation must be obtained from your Manager prior to making any booking, as there is no guarantee that the requested date(s) will be available or suitable, based on the needs of the business. Holiday requests should be submitted using the Holiday request form (available from your Manager). No holiday bookings should be made until approval for holiday dates has been confirmed.

**When Should Holidays Be Taken?**

Applies to: All

Prior to the beginning of the holiday year, Store Managers work out “Exception” weeks for the store, which are in the main identified as peak trading or workload weeks for the year, i.e. Christmas in High Street & Summer in Travel.

Although most stores don’t allow holiday during the whole of December, these might not actually be the busiest weeks, in addition can exclude other known operationally challenging weeks.

Employees are then not permitted to request holiday during the outlines exception weeks.

Employees are encouraged to take one week on the spring, two weeks (which may be consecutive) in the summer and a further week in the autumn.

**Holiday Entitlement**

Applies to: SA, SSA, Expert

**Full-Time Employees**

Full-time employees employed before 27th November 2006, have a holiday entitlement of 32.25 days paid holiday to include bank holidays, and exclude service related holidays.

Full time employees employed after 27th November 2006, have a holiday entitlement of 29.25 days paid holiday to include Bank Holidays, and exclude service related holidays.

All employees will be required to work a minimum of 50% of the bank holidays, based on the number of bank holidays the store opens.

If you start part way through the holiday year (April - March) you should receive a pro-rata amount.

If you start part way through the holiday year you will need to divide the figure above by 12 and multiply by the number of complete calendar months there are left until March 31st.

**Part-Time Employees**

Holiday pay for part-time employees who work variable hours should be calculated at store level according to the actual hours worked during the 13 weeks prior to the holiday date, but must not exceed 39 hours in one week.

**Holiday Entitlement**

Applies to: Store Manager/Assistant Manager/Supervisor

Full time salaried employees are entitled to 26 days holiday per annum, excluding statutory holidays, based on a normal working week of 39 hours.

If as a salaried employee, you join or become salaried part way through the holiday year (April - March) your holiday entitlement should be pro-rata in accordance with the table below

<table>
<thead>
<tr>
<th>Complete Service (months)</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
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<th>8</th>
<th>9</th>
<th>10</th>
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<th>12</th>
</tr>
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</table>
Holidays Entitlement (days)  2  4  6  8  10  12  15  17  19  21  23  26

If your normal working hours are less than 39 hours per week your holiday entitlement is calculated on a pro-rata basis.

Example
If you work 20 hours per week then divide 26 (holiday entitlement) by 39 (full time hours) and times by 20. This will give your annual holiday entitlement and should be rounded up or down to the nearest half day.

The times at which holidays may be taken will be determined at the discretion of the Company. The Company reserves the right to require you take holiday during your notice period.

Service-Related Holidays
Applies to: SA, SSA, Expert
When you have worked for the Company as a non-salaried permanent employee for five complete years you are entitled to additional holiday. This entitlement starts as soon as you complete those five years - in other words, in the same holiday year.

Service-related holiday is pro-rata to the number of hours you work, the table below indicates the amount of service-related holiday you are entitled depending on your length of service and hours worked.

Your Manager should advise you in writing of your additional holiday entitlement. You do not have to take this additional entitlement as holiday, you can take it as ‘pay in lieu’ if you prefer. If you resign, are made redundant, retire or have to leave the Company because of sickness in a year when you would have qualified for this extra holiday, it will be included in your final holiday entitlement calculation.

Service-Related Holiday Entitlement (for Non Salaried Employees)

<table>
<thead>
<tr>
<th>Hours worked per wk</th>
<th>Service related holiday hours</th>
<th>Hours worked per wk</th>
<th>Service related holiday hours</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>5 Yrs</td>
<td>8 Yrs</td>
<td>11 Yrs</td>
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<td>0.25</td>
<td>0.5</td>
<td>0.75</td>
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<tr>
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<td>0.5</td>
<td>0.75</td>
<td>1.25</td>
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<td>1.75</td>
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<td>0.75</td>
<td>1.5</td>
<td>2.5</td>
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<td>5</td>
<td>1</td>
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<td>1.5</td>
<td>3.25</td>
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<td>9</td>
<td>1.75</td>
<td>3.75</td>
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<td>10</td>
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<td>4</td>
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<td>11</td>
<td>2.25</td>
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<td>12</td>
<td>2.5</td>
<td>4.75</td>
<td>7.25</td>
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<td>13</td>
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<td>2.75</td>
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<td>19</td>
<td>3.75</td>
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<td>11.5</td>
</tr>
<tr>
<td>20</td>
<td>4</td>
<td>8</td>
<td>12</td>
</tr>
</tbody>
</table>

If you have worked for the Company for 15 years or more by 1 April 1988 you will qualify for an extra day’s holiday.

All holiday entitlement must be taken in full days, with the exception of the remaining part days.
Payment for annual holidays will be based on your current basic weekly rate, plus premiums.

**Service-Related Holidays**  
*Applies to: Store Manager/Assistant Manager employed BEFORE 1st June 1986*  
There is no current entitlement for service-related holiday entitlement for salaried employees. However, salaried employees who worked for WHSmith Group prior to 1 June 1986 are entitled to additional service-related holiday, which must be taken as holiday.

Those eligible salaried employees are entitled to additional service-related holidays as follows:

<table>
<thead>
<tr>
<th>Service as at 1 June 1986</th>
<th>Service Related Entitlement</th>
<th>Total Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-10 years</td>
<td>0</td>
<td>26</td>
</tr>
<tr>
<td>11-12 years</td>
<td>1</td>
<td>26</td>
</tr>
<tr>
<td>13-14 years</td>
<td>2</td>
<td>27</td>
</tr>
<tr>
<td>15 years and over</td>
<td>3</td>
<td>28</td>
</tr>
</tbody>
</table>

Only salaried employees who had completed 15 years service or more by 1 June 1986 will have the option to take pay in lieu of 5 days of their holiday entitlement.

**Return from Holiday**  
*Applies to: All*  
If for any reason you know that you will be late returning from holiday, you must contact your Manager as soon as possible to notify them of your late return. Failure to follow this procedure could render you liable to disciplinary action for unauthorised absence.

In exceptional circumstances, employees who fall sick or are injured whilst on holiday may, at the Manager’s discretion, be entitled to receive sick pay if they are eligible under the normal rules, and subject to the production of an appropriate Medical Certificate.

**Holiday Pay on Leaving the Company**  
*Applies to: All*  

**Resignation/Dismissal**  
If you resign or are dismissed you will be entitled to receive payment for any remaining holiday up to and including the date of termination including service-related entitlement, accrued holiday and any frozen holiday pay. In the event that holiday is taken in excess of the total due this will be deducted from your final months pay.

**Retiring from the Company**  
If you retire at normal retirement age (or beyond) or under the ill-health rule of the Pension Trust you are entitled to holiday pay you have accrued in the holiday year to the date that you retire, less any holidays taken.

**Accrued Holiday Entitlement**  
*Applies to: All*  

**Ex-Peedy Employees**  
Employees who as at November 1988 had 12 months service or more are entitled to 20 days accrued holiday pay when leaving the Company in addition to any remaining accrued entitlement for the current year.

**Ex-John Menzies Employees**  
Non-salaried employees who joined before 1 April 1985 are eligible to receive payment for 20 days accrued holiday upon leaving the Company. Salaried employees, who joined before 1 April 1984, are eligible for payment of 25 days accrued holiday, upon leaving the company. To determine whether the employee receives the non-salaried or salaried payment depends upon what their job title was in 1984/85.
WHSmith Employees
Employees who joined prior to 1 April 1985 worked their first year of employment without holiday. They are therefore entitled to 21 days accrued holiday, which should be paid to them upon leaving the Company.

Employees Who Leave Without Working All or Part of Their Notice
Applies to: All
The Company reserves the right to make an appropriate deduction from your pay when you leave if you have taken more holiday than you are entitled, or if you have given less notice than required by your contract (see section 13).

Breaks in Service
Applies to: All
For the purpose of calculating service-related holiday entitlement, previous employment with a business taken over by the Company should be added to current service to establish holiday entitlement. Service whilst on a career break will be eligible for the calculation of service-related holidays.

8. ABSENCE FOR OTHER REASONS

Maternity Leave
Applies to: All
If you become pregnant, you must let your Manager know as soon as possible because they need to explain the Company procedures to you in good time. Your Manager will be able to give you details of the maternity entitlements as detailed in the Maternity Leave, Pay & Benefits policy which can be found on the stores intranet.

You will be entitled to 52 weeks’ maternity leave (26 weeks’ Ordinary Maternity Leave and 26 weeks’ Additional Maternity Leave).

Whilst on maternity leave you will be entitled to receive statutory maternity pay (SMP) provided you have been continuously employed by the Company for at least 26 weeks up to and including the 15th week before your baby is due, and provided that you have been paying National Insurance Contributions. If you do qualify for SMP, for the first 6 weeks of your maternity leave you will receive 90% of your average weekly earnings, and for the remaining 33 weeks you receive statutory maternity pay.

If you are on maternity leave you have the right to return to your job, but you must follow the procedures laid down in the Maternity Leave policy in order to exercise this right. These procedures will be explained to you before you commence maternity leave.

Paternity Leave
Applies to: All
Male employees’ will be granted up to 2 weeks paid leave, in addition to normal annual holiday entitlement, to be taken on or around the time of the birth. 3 days will be paid at your normal rate of pay and the remaining days you will receive the current statutory maternity rate.

Parental Leave
Applies to: All
All employees, both male and female, are entitled to take time away from work in order to assist you with your responsibilities as parents in the upbringing and education of your children. You are able to take this time with the knowledge that your employment rights are protected whilst you are absent, thus enabling you to use this time to the optimum without the worry of losing your job or status within the Company.

The Company’s policy on parental leave applies to any employee who is defined as having parental responsibility as set out in the Children’s Act or registered as the child’s father. Eligible employees
will be entitled to 13 weeks unpaid parental leave for each child under the age of 5. The policy is
detailed on in the Stores HR Manual (stores intranet site).

Adoption Leave
Applies to: All
If you plan to adopt a child, you must advise your Manager as soon as possible because they need to
explain the Company procedures to you in good time. Your Manager will be able to give you details
of the maternity entitlements as detailed in the Adoption Leave policy which can be found on the
stores intranet.

If you have more than 6 months service with the Company you are entitled to up to 52 weeks
adoption leave. This is made up of 26 weeks paid Ordinary Adoption Leave followed by 26 weeks
unpaid Additional Adoption Leave.

Whilst on adoption leave you will be entitled to receive statutory adoption pay (SAP) provided that
you have been paying National Insurance Contributions. If you do qualify for SAP, for the first 6
weeks of your adoption leave you will receive 90% of your average weekly earnings, and for the
remaining 33 weeks you receive statutory adoption pay. The last 13 weeks of Additional Adoption
Leave will be unpaid. If you are on adoption leave you have the right to return to your job, but you
must follow the procedures laid down in the Adoption Leave policy in order to exercise this right.
These procedures will be explained to you before you commence adoption leave.

Dependant Care Leave
Applies to: All
Regardless of length of service, all employees are entitled to reasonable unpaid time off to look
after a dependant in an emergency situation. A dependant is by and large someone who relies on an
employee for assistance, for example an elderly relative or child. How much time is given off for
leave will depend on the severity of the issue and is left to the discretion of the Manager. For
further details please refer to the Stores HR Manual (stores intranet site).

Compassionate Leave
Applies to: All
In the event of death of a member of the immediate family of an employee, who is responsible for
resolving issues regarding the estate and funeral arrangements, up to five days paid compassionate
leave may be granted.

Employees wanting compassionate leave in the event of the death of a close friend or more distant
relative will normally be allowed one day to attend the funeral. If the employee has to travel a long
distance to attend the funeral, additional unpaid time off can be allowed if necessary. Managers
have the discretion to grant other compassionate leave with or without pay. All decisions
concerning compassionate leave will be made independently for each case.

HM Forces Annual Training
Applies to: All
Two weeks leave of absence on half pay, in addition to normal holiday entitlement may be granted
to reserve members of the HM Forces. This applies to employees who are members of the Forces
when they join the Company or, with the permission of the Area Manager/Regional Director, to
those who subsequently volunteer.

Jury Service
Applies to: All
You may be called to do Jury Service. If you are, you are entitled to whatever leave of absence proves
necessary. It is your responsibility to give your Manager a copy of the claim form which you should collect
from the court that deals with loss of earnings. They will complete the form and give it back to you.

9. PROCEDURE FOR ABSENCE FROM WORK

Applies to: All
If you are unable to attend work through sickness, have more than 2 year’s service and follow the procedure set out below, you may be entitled to receive sick pay. This will consist of Company Discretionary Sick Pay (DSP) and/or Statutory Sick Pay (SSP).

**Notification of Sickness Absence**
- **Applies to:** SA, SSA, Expert, Supervisor
  - You must notify the store of your absence as soon as possible and in any event, at least one hour before the start of your shift for that day.
  - You must speak personally to your Manager to explain the reason for your absence. If you know when you will be back to work, please give him/her this information. If the Store Manager is not immediately available please speak instead to the Duty Manager for that day.
  - You must keep your Manager informed of your situation on a daily basis for any absence up to 7 days. If your absence exceeds 7 consecutive days, you should agree with your Manager how much contact he/she requires. You should advise your Manager as soon as is practicably possible of your expected date of return.
  - If you don’t have a phone at home or if you are scheduled to start work before the phone at work will be covered, please agree with your Manager your arrangements for letting the Store know of any possible future absences.

**Notification of Sickness Absence**
- **Applies to:** Store Manager/Assistant Manager
  - You must notify your Regional Office of your absence as soon as possible, and in any event, at least one hour before the start of your shift for that day.
  - You will need to give the reason for your absence to the Regional Office. If you know when you will be back to work, please give them this information.
  - You will need to keep the Regional Office informed of your situation on a daily basis. If your absence exceeds 7 consecutive days, you should agree with them how much contact they require. You should advise them as soon as is practicably possible of your expected date of return.
  - If you don’t have a phone at home or if you are scheduled to start work before the phone at work will be covered, please agree with your Manager your arrangements for letting the Regional Office know of any possible future absences.

**Certification of Sickness Absence**
- **Applies to:** All
  - If you are absent for 7 calendar days or less you must complete and sign a WHSmith self-certification form on the first day you return to work.
  - If you are absent for more than 7 calendar days then you are required to obtain a medical certificate from your Doctor.

**Return to Work Interviews**
- **Applies to:** SA, SSA, Expert, Supervisor
  - Employees will attend a return to work interview with their Manager on their first day back at work after every period of absence.
  - You will be requested to sign the self-certification form at this meeting, or provide your Manager with a Doctor’s certificate.
  - The purpose of the meeting is to give your Manager an opportunity to discuss your absence with you and ensure you are fit enough to return to work.
  - The meeting may be used as a forum for your Manager to discuss any concerns he/she has with your attendance.
  - Your Manager will confirm at this meeting whether or not he/she has authorised Company Discretionary Sick Pay.

**Return to Work Interviews**
- **Applies to:** Store Manager/Assistant Manager
  - In most cases, Area Managers will carry out your return to work over the telephone, and arrange for any paperwork to be signed off and sent to the appropriate office.
  - Your Manager will confirm in this call whether or not he/she has authorised Company Discretionary Sick Pay.
**Occupational Health**  
**Applies to:** All  
You may be required to allow the Company to obtain a report from your Doctor and/or have a medical examination by the Company’s outsourced medical provider. It is expected that you will provide consent for access to your Medical Reports subject to your rights under the Access to Medical Report Act 1988. In this instance, full details will be provided at the time and your Manager will make the necessary arrangements.

**Management of High Levels of Short Term Absence**  
**Applies to:** All  
If you continue to have high levels of absence, it may lead to further investigations by your Manager, and, ultimately, this could mean action being taken in line with the Company’s Formal Sickness Cautionary Procedure. If the Company does not see an improvement in your attendance, this could ultimately result in your dismissal from the Company.

**Management of Long Term Absence**  
**Applies to:** All  
If you are ill for more than 4 weeks, your Manager will seek advice from the Company’s outsourced medical provider, and discuss with you a return to work programme. If there is no foreseeable date for your return to work, your Manager will continue to have discussions with you about your current situation and any support you may require in order to return to work. However, if it is unlikely that you will be fit enough to attend work, it could ultimately result in your dismissal from the Company.

**Appeals**  
**Applies to:** All  
An employee has the right of appeal against any formal action taken against them. Any appeal must be made in writing within 14 calendar days after written confirmation of the outcome of the sickness cautionary hearing and should clearly state the reasons for the appeal. In the event that an employee is dismissed in respect of their sickness absence record, they will be afforded two levels of appeal.

**Statutory Sick Pay (SSP) Entitlement**  
**Applies to:** All  
Some employees who are absent from work due to sickness will be eligible to receive Statutory Sick Pay (SSP) for the first 28 weeks of sickness.

**Some employees ARE NOT entitled to SSP:**
- If average weekly earnings are below the National Insurance lower earnings limit.
- If they are pregnant and absent due to sickness during the 4 weeks prior to the expected date of childbirth (this will be considered as maternity leave - SMP).
- If their entitlement has already reached 28 weeks.

**Discretionary Sick Pay (DSP)**  
**Applies to:** All  
This is a payment made by the Company to top up the SSP payment to those employees who are sick. It is not an automatic entitlement and is subject to a number of conditions:
- Employees must be employed on a permanent basis.
- Employees must have completed 2 years continuous service.
- Employees must follow the absence notification, return to work and certification procedures.
- Employees who are being managed through the Company’s Formal Sickness Cautionary Procedure will NOT be entitled to receive DSP.
- Non-Salaried employees, with less than 5 years service, will not receive DSP for the first 3 days of any period of absence.
- If it is believed that an employee is absent in order to avoid security investigations, disciplinary interviews or performance related interviews, they will NOT be entitled to receive DSP.
• If the employee has two jobs and the Company is the secondary employer, they will NOT be entitled to receive DSP.

Eligibility and Entitlement for Discretionary Sick Pay
Applies to: All Employees employed BEFORE 1st November 2006
All employees who have completed 2 year’s service or more (including staff over the age of 65), irrespective of the hours they work, are eligible for DSP as per the following table (as long as they have met the above conditions):

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 year’s service</td>
<td>Nil</td>
</tr>
<tr>
<td>2 years service but less than 3</td>
<td>8 weeks</td>
</tr>
<tr>
<td>3 years service but less than 4</td>
<td>12 weeks</td>
</tr>
<tr>
<td>4 years service but less than 5</td>
<td>18 weeks</td>
</tr>
<tr>
<td>5 years service and over</td>
<td>26 weeks</td>
</tr>
</tbody>
</table>

The total amount of DSP taken continues to accrue until it is exhausted or until there is a 26 week period in which no sickness absence is recorded at all, following which time it will refresh to full eligibility. The Company may terminate your employment during sickness absence on the grounds of ill-health notwithstanding the continued availability of sickness benefit.

Eligibility and Entitlement for Discretionary Sick Pay
Applies to: All employees employed ON OR AFTER 1st November 2006
All employees who have completed 2 year’s service or more (including staff over the age of 65), irrespective of the hours they work, are eligible for DSP as per the following table (as long as they have met the above conditions):

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 year’s service</td>
<td>nil</td>
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<tr>
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</tr>
<tr>
<td>3 years service but less than 4</td>
<td>8 weeks</td>
</tr>
<tr>
<td>4 years service but less than 5</td>
<td>12 weeks</td>
</tr>
<tr>
<td>5 years service and over</td>
<td>18 weeks</td>
</tr>
</tbody>
</table>

Amount of Payment
Applies to: All
If you are entitled to both Company DSP and SSP, the appropriate rate of SSP will be included in your pay. Thus the payment you receive will equal your normal basic rate of pay, less tax etc.

If you work full-time and do not qualify for SSP, then an amount equal to NI benefits as a single person will be deducted from your normal basic rate. You will receive the balance i.e. Discretionary Sick Pay, provided that your period of entitlement has not been exhausted. Part-time qualifying staff will have the equivalent amount of NI benefit deducted on a pro-rata basis determined by their weekly hours.

Where you are paid sick pay for absence arising from an injury caused by the negligence of a third-party, you will be required to reimburse the Company of any amount recovered from the third-party as compensation for loss of earnings (not exceeding the amount of sick pay).

The payment of Discretionary Sick Pay is not automatic - as the term implies it is discretionary. The Company reserves the right to withhold sick pay and/or SSP depending on the circumstances. The circumstances in which DSP may be withheld are:

• The Manager has evidence to prove, or has reasonable doubt, that the employee was not ill, in which case disciplinary action may follow.
• It is believed that an employee is absent to avoid security investigations, disciplinary interviews or performance related interviews. In these circumstances you will be advised before any action is taken.
• The employee has a pattern of frequent absences which continue despite counseling.
from the Manager, both informal and formal, or referral to the Company's outsourced medical provider.

- The individual has two jobs and the Company is the secondary employer. In this case DSP will not be paid whilst you have the second job.

You have the right to appeal against any such decision by using the Company’s Grievance Procedure detailed in Section 12.

10. DISCIPLINARY PROCEDURE

Applies to: All

Line Managers will make every effort to resolve minor misconduct or performance problems through informal counseling during their normal course of work. Should this fail to bring the desired improvement or where the misconduct or performance is deemed serious the formal disciplinary procedure may be invoked.

The key purpose of any disciplinary action will be to correct any shortcomings on conduct or performance. An employee will not be dismissed for a first breach of discipline, except in the case of gross misconduct when the penalty may be dismissal without notice. In these circumstances, the employee will still be entitled to be paid for any outstanding accrued holiday.

This procedure may be implemented at any stage if the employee's alleged misconduct is found to warrant such action.

Where breaches of discipline occur, managers will gather all the facts and carry out an investigation meeting to determine whether a disciplinary hearing is necessary. In the case of serious or gross misconduct, different managers must conduct the investigation and any subsequent disciplinary hearing.

At every stage of the disciplinary procedure the employee should be advised of the nature of the complaint against them and will be given the opportunity to state their case before any decision is made.

At any stage of the disciplinary process, the employee will have the right to be accompanied by a fellow employee of their choice or a trade union official at disciplinary interviews. Employees under 18 years of age and employees with special needs may also be represented by a parent or guardian. Reasonable adjustments may be needed for a worker with a disability (and possibly for the companion if they are disabled).

An employee has the right to appeal within 14 calendar days of any disciplinary meeting or within 14 calendar days of receiving a letter confirming disciplinary sanction. The appeal will be heard by a neighboring Area Manager to ensure impartiality.

Formal Disciplinary Action

Formal disciplinary action may be appropriate where an employee has not responded to previous counseling discussions or where the misconduct is too serious to be dealt with informally. The disciplinary procedure usually addressed one of two possible aspects of an employee's behaviors. These are:

1. **Performance or Capability**: When an employee's poor performance relates to their inability to perform the task for which they have been employed, these are problems that relate to an employee’s skill, aptitude, health or any physical or mental quality.
2. **Misconduct**: Where employees do not follow company or legislative procedures or who act in other unacceptable ways. Conduct issues may be deemed to be so serious that they may result in instant dismissal (Gross Misconduct).

A line manager should make the distinction between whether the problem with the employee is as a result of a performance / capability or a conduct issue. There are different procedures for managing these issues.
When dealing with a performance issue, you will need to progress through each stage of the disciplinary procedure, starting with counseling before moving on to the formal procedures (e.g. Formal Verbal Warning, Written warning, Final Written Warning etc) until the employee’s performance improves or the procedure is concluded.

When dealing with poor conduct, the disciplinary procedure may be invoked at any stage depending on how serious the issue is.

**The 4 stage Disciplinary Procedure**

1. **Formal verbal warning:** If despite informal discussions, conduct or performance does not meet acceptable standards or if conduct is deemed serious enough, the employee will normally be given a formal verbal warning. The employee will be advised of the reason for the warning, that it is the first stage of the disciplinary and of their right to appeal. The manager will confirm the verbal warning in writing in the form of a file note, which will be retained on the employee’s personal file. This warning will usually lapse after 6 months, subject to satisfactory conduct and / or performance being maintained.

2. **First written warning:** If there is no improvement in the employee’s standards of performance or if a further breach of misconduct occurs, or if one act of misconduct is deemed serious enough, a written warning will be given to the employee. The manager will issue the warning, which will give details of the breach of performance or conduct, the improvement required and the timescales for improvement where appropriate. This warning will usually lapse after 9 months, subject to satisfactory conduct and / or performance being maintained.

3. **Final written warning:** If there is still a failure to improve standards of performance or there are further act(s) of misconduct or a breach of a different nature occurs or if one act of misconduct is deemed serious enough, then a final written warning will be given. The warning will give details of the breach of performance or conduct, will warn that dismissal may result if there is not satisfactory improvement within given timescales or if there is repeated misconduct and will advise of their right to appeal. This warning will usually lapse after 12 months, subject to satisfactory conduct and / or performance being maintained.

4. **Dismissal:** If performance is still unsatisfactory or further misconduct occurs of the same or different nature or the company believes that the employee may be dismissed. The employee will be provided as soon as is reasonable practicable with a letter confirming the reasons for the dismissal, the date on which their employment will terminate, any payments to which they may be entitled and their right of appeal.

**Gross Misconduct**

If the company believes that an employee has committed an offence of gross misconduct the normal consequence will be dismissal. The following list which is not exhaustive provides examples or offences that are normally regarded as gross misconduct and can result in summary dismissal:

- Deliberate failure to comply with the published rules of the Company, including those covering information, security and cash handling, computer use, use of the Company telephones.
- Deliberate falsification of records - by intentionally failing to comply with the Company procedures.
- The committing of offences against current legislation relating to the Race Relations Act, Disability Discrimination Act, Sex Discrimination Act and the Age Discrimination Act whilst acting on behalf of the Company.
- Unauthorised absence.
- Fighting or assaulting another person.
- Using threatening or offensive language towards customers or other employees.
- Being in possession of Company property without authorisation.
- Making oneself unfit to work by solvent abuse, drinking alcohol or taking non-prescribed drugs.
- Being in unauthorised possession whilst on Company premises of illegal drugs or substances other than those prescribed for medical purposes.
- Smoking on Company premises or in a Company car or whilst engaged in duties.
• Obscene behaviour.
• Behaviour likely to bring the Company into disrepute.
• Willful and deliberate damage to Company property.
• Unreasonable refusal to carry out reasonable duties or instructions.
• Conviction on a criminal charge relevant to your employment with the Company.
• Use for personal ends of confidential information obtained in the course of employment.
• A deliberate misuse of the Company’s confidential information.
• A deliberate abuse of the Staff Discount Procedures.
• Deliberate sale of age restricted products to those who are prohibited to buy such goods e.g. the sales of tobacco, DVD’s, knives.
• If a member of the management team is issued with a Restricted Sales Order under the Criminal Justice and Immigration Act 2008.

It should be clear to all reasonable employees that to fail to observe the rules is likely to be regarded as gross misconduct and grounds for dismissal.

Appeals
An employee has the right to appeal against any disciplinary action taken against them. For warnings up to and including a final written warning, an employee will be afforded one stage of appeal whilst two stages of appeal will apply in cases of dismissal. An appeal must be made in writing within 14 calendar days after written confirmation of the outcome of the disciplinary proceedings and should clearly state the reasons for appeal.

11. GRIEVANCE PROCEDURE

Applies to: All
The grievance procedure can be instigated if you feel that you have a concern, problem or complaint that you want the Company to deal with. This procedure allows WHSmith to deal with grievances fairly, consistent and speedily to try and resolve the issue.

The grievance procedure applies to all employees either currently employed or after the individual has left the company.

Where possible, we would encourage you to try to resolve the matter informally with your Manager. The Manager will investigate the facts (regardless of whether the grievance is in writing) and make every effort to achieve a satisfactory solution. If, however, the problem is with your immediate Manager, then you should refer the grievance to the next level of management or another Manager in the Company. For clarification regarding an appropriate Manager please contact your HR Advisor.

If you are unable to settle the grievance informally or prefer to make a formal complaint, you should put your grievance in writing as soon as possible to request a hearing enabling the concern to be heard and resolved.

Meetings should occur within 12 working days of your request being made at each stage. If necessary all parties concerned may agree in writing to extend the period before a meeting is held. Following the grievance hearing you will be notified in writing within 5 days of the decision.

It is a statutory requirement for you to raise the matter through the Company’s internal grievance procedure if you wish to subsequently use the grievance as the basis of certain applications to an Employment Tribunal.

It is important and in the interest of both the employer and employee, to keep written records during the grievance process.

12. APPEALS
As an employee, you have the right to appeal against any disciplinary action taken against you or to appeal against the outcome from a grievance hearing if you are not satisfied with the response. These guidelines give you the information you need to raise an appeal.
You have the opportunity to appeal against a decision which you don’t agree with if you think:

- The decision was wrong
- Unfair procedures were used
- The punishment was too harsh
- New evidence has come to light

To exercise your right of appeal, you should do so in writing to the appropriate Nominated/Appointed Appeals Champion within 14 days after written confirmation of the outcome of the disciplinary or grievance proceedings. The exact date by which your appeal should be submitted will be stipulated on the letter and any appeal correspondence received beyond this date will not be acted upon.

You will be notified who to write to in the closing statements of the initial proceedings i.e. disciplinary or grievance hearing. Further details of the Nominated/Appointed Appeals Champion’s name and address will be detailed on the letter confirming the outcome of the disciplinary/grievance hearing.

You should disclose the grounds of your appeal and include any supporting evidence within your appeal letter. We will then notify you with a date for your appeal hearing. This will be held within 14 calendar days of receiving your appeal request. You have a right to representation by a fellow employee or union representative during any appeal hearings; it is your responsibility to arrange this representation.

The purpose of an appeal hearing is for an independent Manager to assess whether the action taken against you was fair and that the correct procedures were followed. You may wish to appeal if you are not satisfied with the penalty or the process, or if you have new evidence to bring to our attention.

A Manager who is more senior to the Manager who issued the disciplinary action in the first place will hold the appeal.

In cases of dismissal, should you still be dissatisfied with the outcome/decision there is a second level of appeal which will be heard by a more Senior Manager than the Manager that heard the first appeal. The tables below give details of the level of appeals:

**Levels of appeal to be heard as follows:**

**Disciplinary Appeals - Non Dismissal**

<table>
<thead>
<tr>
<th>Appeal</th>
<th>Appeal by an SA, SSA, Expert, Supervisor</th>
<th>Appeal by a Assistant Manager / Store Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Stage appeal</td>
<td>Nominated/Appointed Appeals Champion</td>
<td>Neighbouring Area Manager</td>
</tr>
</tbody>
</table>

**Disciplinary Appeals - Dismissal**

<table>
<thead>
<tr>
<th>Appeal</th>
<th>Appeal by an SA, SSA, Expert, Supervisor</th>
<th>Appeal by a Assistant Manager / Store Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1</td>
<td>Nominated/Appointed Appeals Champion</td>
<td>Neighbouring Area Manager</td>
</tr>
<tr>
<td>Stage 2</td>
<td>Neighbouring Area Manager</td>
<td>Regional Director</td>
</tr>
</tbody>
</table>

**Grievance Appeals**

<table>
<thead>
<tr>
<th>Appeal</th>
<th>Appeal by an SA, SSA, Expert, Supervisor</th>
<th>Appeal by a Assistant Manager / Store Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Stage appeal</td>
<td>Area Manager/Neighbouring Area Manager</td>
<td>Regional Director</td>
</tr>
</tbody>
</table>
13. TERMINATION OF EMPLOYMENT

 Applies to: SA, SSA, Expert
 If you want to leave the Company’s employment you are required to give a minimum of one weeks notice in writing in advance to your Manager.

 Applies to: Store Manager/Assistant Manager/Supervisor
 If you want to leave the Company’s employment you are required to give a minimum of one months notice in writing in advance to your Manager.

 Applies to All:
 If you fail to give or work the correct amount of notice then an amount equivalent to the notice not given or worked may be deducted from any pay due to you.

 If the Company wishes to terminate your employment you will receive the following notice, except in cases of gross misconduct when you will not be entitled to any period of notice:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>13 weeks or less service</td>
<td>1 week</td>
</tr>
<tr>
<td>Over 13 weeks service</td>
<td>4 weeks</td>
</tr>
<tr>
<td>After 5 years service</td>
<td>1 additional week of notice for each complete year of service up to maximum of 12 weeks</td>
</tr>
</tbody>
</table>

 If you are on a fixed-term contract you will be entitled to receive 1 weeks notice.

 Retirement Age
 Applies to: All
 The Company has an age policy, which recognises that older workers offer a pool of talent and experience, which is beneficial to the business and discourages discrimination on the grounds of age. To encourage this, we offer all employees the right to request working beyond the normal retirement age of 65, and in line with Age Discrimination Regulations 2006, all requests are seriously considered.

 14. STAFF DISCOUNT

 Applies to: All
 All employees and some retired employees (with a nominated second signatory) are entitled to staff discount in WHSmith High Street stores. The discount is subject to the terms and conditions of ownership of your discount card and the code of conduct that should be adhered to when shopping in our stores. These will be issued to you with your card.

 Entitlement for current employees
 • All permanent full-time and part-time employees, including weekend staff, will be eligible for discount on completion of three months service. The Company automatically issues discount cards to employees on completion of 3 months service.
 • Managers have the discretion to allow discount to temporary employees during the period of their employment, but only in the store in which they work.
 • Temporary employees will not be issued with a discount card.

 Staff discount is not a contractual benefit. Abuse of the staff discount rules will be considered as gross misconduct under the Company’s Disciplinary Procedure.

 15. SECURITY

 Applies to: All
You are required to comply with all the Company's rules relating to the security of its business, cash, stock, premises, customers, suppliers and employees. Breach of these rules is regarded as gross misconduct and may result in the termination of your employment.

**Company Property**  
*Applies to: All*  
You are not permitted to be in possession of or remove any documents or other property which belongs to the Company from its premises without proper advanced authorisation. All property must be returned to the Company on request and in the event that your employment terminates for whatever reason.

If you witness someone else damaging Company stock or property, it is important that you let the person know if is in breach of Company policy and report it to a Manager immediately.

**Security Checks**  
*Applies to: All*  
From time to time, in common with all other staff, you may be subject to security checks whilst on or leaving Company premises. The Company reserves the right at any time, through any person authorised to do so, to question or visually search any article or vehicle, before you enter or leave the Company’s premises.

Searches will be carried out with the consent of the person concerned and out of the view of the public. Any employee with reasonable cause can refuse to be searched, without prejudice. However, refusal to agree to the search without justifiable reason may lead to disciplinary action. If the Manager has a strong belief that Company property is being removed, the Police will be called.

**16. STANDARDS OF DRESS AND APPEARANCE**  
*Applies to: All*  
Our customers have very high expectations of us in many areas, and one of the most important is the appearance of the people who work in our stores.

All Managers and staff are at the forefront of the Company’s contact with our customers and we require that the appearance of all our employees is professional and to a high standard at all times.

- Your hair must be clean, neat and tidy (tied back if long), and in a style appropriate to the business.
- Jewellery must be discreet and suitable for daytime wear in the business environment. For example wrist watch, wedding rings, sensible earrings.
- Facial piercing is acceptable, the guideline is that any rings or studs should not be such as to represent a safety issue, particularly when handling stock or fixtures. As with conventional jewellery, it should be discreet and suitable for daytime business wear.
- Female employees must wear smart black or navy shoes, and stockings/tights must be black, navy or flesh coloured when worn. Male employees must wear black or navy socks and smart black shoes.

Failure to observe the dress and appearance code may result in disciplinary action and could lead to dismissal.

It is your responsibility to keep all items of your uniform and business dress clean and in good repair. All items of uniform must be returned to the Company when employment ends.

**17. GIFTS, SERVICES AND ENTERTAINMENT**  
*Applies to: All*  
You are not permitted to accept gifts, services or offers of entertainment arising from any of the Company’s suppliers or business associates, and must report any approach you receive to your Manager.
In the event that you receive such gifts they must be returned immediately. If you are unable to do so, for whatever reason, you should refer the matter to your Manager who will return the gift on your behalf.

Breaches of these rules will be regarded as serious misconduct and will lead to disciplinary action which could result in your dismissal.

18. CONFIDENTIALITY

Applies to: All
From time to time you may have access to confidential information about the Company performance or other employees, contractors, customers, suppliers or other business associates. Any unauthorised disclosure of this information during your employment will lead to disciplinary action being taken against you and could lead to your dismissal. This does not affect any disclosures protected under the Company’s Malpractice Policy (section 24).

19. GENERAL OBLIGATIONS

Applies to: All
You must notify the Company promptly of any change in your name, address, marital status or next of kin, or any circumstances which might affect the Company’s insurance cover in respect of employees.

Any information provided by you will be treated as strictly confidential. It will be held on your personnel file and in the form of computer data, where necessary.

If you are convicted of a criminal offence which may impact on the employee/employer relationship, you must advise your Manager or Human Resources Department, in writing, giving details of the offence and penalty.

You may not disclose any of the Company’s business to a third party either during or after the termination of your employment with the Company.

You may not speak to or write letters to the press on matters concerning the Company’s affairs without prior written permission of the Company.

20. EQUALITY OF EMPLOYMENT

Applies to: All
The Company’s equality and diversity policy is designed to promote and sustain a work climate which is free from unlawful discrimination, bullying and harassment.

Everybody, regardless of gender, race, colour, ethnic origin, religion, marital status, real or perceived sexual orientation, disability or age should be treated with respect and dignity. People’s differences should be valued and recognised in everything we do.

The successful application of the policy requires the active co-operation of all employees and it is your duty to assist in its implementation.

The policy is available for all employees in the Stores HR Manual (stores intranet site). Failure to observe the Company’s Equal Opportunities policy is regarded as gross misconduct and may result in your dismissal in accordance with the Company’s Disciplinary Procedure.

21. DISABILITY DISCRIMINATION

Applies to: All
It is the aim of WHSmith to develop a working environment in which all individuals are treated equally regardless of any disability they may have and where discrimination on the grounds of disability is known
to be unacceptable. Employees should be encouraged to consider ways in which our processes, procedures and facilities can be tailored to assist the employment of people with disabilities.

22. HARASSMENT

Applies to: All

It is the aim of WHSmith to make every conceivable effort to provide a working environment free from any form of harassment or intimidation constituting unacceptable behaviour, which is personally offensive to any employee. Every employee should respect each other and work in harmony to achieve the aims and goals of the business.

We want to develop a working environment in which harassment is known to be unacceptable and where individuals are confident enough to bring complaints without fear of ridicule or reprisal. This places a personal responsibility on every employee to ensure that the dignity of colleagues, clients and customers is not abused.

The Company does not tolerate, permit or condone any form of harassment. If you feel at any time that you have been harassed, then you should contact your immediate Manager in the first instance. If you are unable to take the matter up with your immediate Manager, you should refer to the next line of appeal as detailed in the Harassment Policy. Further details of the policy can be found in the Stores HR Manual (stores intranet site).

23. MALPRACTICE

Applies to: All

WHSmith are fully committed to ensuring that our practices and procedures, our standards of care to both our employees and customers, and the systems we operate are of the highest quality.

However, we recognise that, from time to time, employees may have legitimate concerns about the practices of their colleagues, Managers or the Company as a whole. We consider it essential to the success of our business that they have an opportunity to raise any legitimate concerns they may have without fear of being penalised in any way for doing so. In some cases it may be appropriate to do this outside the line management structure.

The Company policy on Malpractice at Work is contained within the Stores HR Manual (stores intranet site) and details specific guidelines employees must follow if they suspect malpractice. Where the procedure is followed, employees will have the full support of the Company for bringing such cases to the attention of the Company. (See section 30.)

24. HEALTH AND SAFETY

Applies to: All

You have the responsibility to take reasonable care of your own health and safety and the health and safety of everyone else on Company premises. If, in the course of your duties, you see a hazard or feel the need for precaution, you should inform your immediate Manager.

25. ACCIDENTS

Applies to: All

You must report immediately any accident you suffer at work, however slight, to your immediate Manager, so that the appropriate treatment may be obtained and the necessary entry made in the Accident/Injury report book.

26. FIRE AND EMERGENCIES

Applies to: All

Each employee, when they commence work, will be informed of the evacuation procedure for their store. You should take it upon yourself to ensure you understand what to do in the event of an
emergency, how to activate any alarms and know the location of the nearest fire exit and assembly points.

27. SMOKING AT WORK

Applies to: All
The Company operates a total smoking ban on its premises at all times. You are not permitted to smoke on the Company premises or whilst engaged in your duties.

Failure to abide by the smoking ban will result in disciplinary action being taken against you under the Company’s formal Disciplinary Procedures.

28. ALCOHOL AND DRUGS

Applies to: All
In the interest of customer service and the health and safety and quality of work of all employees, you must not be under the influence of alcohol, solvent abuse or non-prescribed drugs whilst at work. This will be considered as gross misconduct under the Company Disciplinary Procedures.

The possession or consumption of alcohol or non-prescribed drugs in the workplace is against Company policy and will result in the dismissal of an employee for gross misconduct.

29. HELP AND CONFIDENTIAL ADVICE

Applies to: All
We all have a responsibility to report anything we consider to be in violation of acceptable working practice. In turn, the Company has a responsibility to provide a facility for dealing with those reports in a serious, efficient and confidential manner and to protect anyone making a genuine report from any retribution or disadvantage.

Practices may be regarded as undesirable if they are, for example, considered to be:

• Illegal or,
• In conflict with Company policies or procedures, or
• Compromising of the Company’s reputation and/or brand or standards of operation, or
• Introducing a conflict of interest for an employee.

If you don’t think you can speak to your Manager about your concerns, there are two steps you should consider when making a report:

Step 1
Contact one of the specialist departments within your Business such as Human Resources, Loss Prevention or Customer Services. They will advise you on what action will be taken and progress made. Should you not wish to discuss the issue within your own Business, contact one of the specialist departments who will be able to offer confidential advice and initiate any appropriate action.

If you feel uncomfortable about contacting any of the specialist company departments:

Step 2
Contact the Confidential ‘SpeakUp’ Line, (Freefone) 0800 389 8683 between the hours of 8.30am and 5.30pm (with an out of hours message service), or email speak.up@whsmith.co.uk.
Any requests for advice or reports of unacceptable practices will be treated with dignity, respect and confidentiality.

The team manning the SpeakUp help desk will ask you for various details to allow your complaint to be investigated but, should you wish it, your identity will be protected and will not be revealed during the investigation of the complaint under any circumstances without your permission.

Where you wish to preserve your anonymity you will be given a caller reference code which you will be asked to quote during any further contacts with the SpeakUp help desk.

WHSmith takes the issue of business conduct very seriously and is keen to encourage people to report any genuine concerns they may have to allow corrective action to be taken. However, the Company will not tolerate malicious, unfounded allegations and anyone discovered to be making such allegations may face serious disciplinary action.

30. PERSONAL POSSESSIONS

Applies to: All
Outdoor clothing or personal possessions should be left in the cloakroom, lockers or designated areas provided. You are responsible for ensuring the security of your personal possessions and the Company cannot accept responsibility in the event of theft or loss.

31. EXPENSES

Applies to: All
You will be reimbursed by the Company for expenses authorised whilst on Company business at the rates prescribed for the time being by the Company, on condition that claims are submitted correctly and supported by the appropriate receipts or other proof of payment.

32. OTHER EMPLOYMENT

Applies to: All
You are not allowed to run or to take part in any other business, or do any other job, without the written authorisation of your Manager. You are reminded that any other work carried out by you may affect the Company’s obligations to you in respect of working time.

33. MEDICAL AND DENTAL APPOINTMENTS

Applies to: All
Appointments to see your doctor, dentist, optician etc. should be made outside working hours. If this isn’t possible, make arrangements with your Manager either to take unpaid time off, or agree to make up the time you need for your appointment at a later date.

34. COLLECTIVE AGREEMENT

Applies to: All
Your Terms and Conditions of Employment are governed by and may be changed by a Collective Agreement between the Company and the Retail Book, Stationery and Allied Trades Employees’ Association (RBA). All employees may join the Union by completing and returning the enclosed form to the RBA Central Office, Swindon.

A detailed copy of the Agreement can be found on the RBA notice board in the store and the RBA manual.

35. CHANGES TO TERMS AND CONDITIONS

Applies to: All
The Company reserves the right to pursue, where appropriate, changes to the Terms and Conditions of your Employment through the process of full consultation.
Death in Service Benefit
Once you reach the age of 70 your right to this benefit is lost.

The Retail Book Association (RBA)
The RBA is the recognised union for all store staff for collective and independent employment matters and for manager members on an individual basis within WHSmith.

Most stores have an RBA Branch Representative, elected from the staff members (SA, SSA and Supervisor), whose main role is to deal with employment related interests and concerns at the store on behalf of members. The Representative also helps to maintain a high level of concern for safety matters within the store - whether for members, non-members, or the general public.

In disciplinary or grievance situations, an RBA staff member may ask their Branch Representative for advice, help and support. Members also elect District Representatives (Staff Delegates and Manager Delegates), an Executive Council, the President and the Vice President of the Union. Delegates also sit on Committees which meet regularly to discuss, negotiate and consult with employers on all employment related issues.

All these people, together with a team of full-time professionals, are available as and when required. RBA Central Office can be contacted by telephone from 8.00am to 8.00pm, 7 days per week, on 01793 841414, and all calls are treated in strict confidence.

22 Borough Fields Shopping Centre
Wootton Bassett
Wiltshire
SN4 7AX

01793 841414 - phone
01793 841415 - fax
office@the-rba.org - email

You will find a membership application form enclosed, and further information is available.

Contributions
The table below gives full details of contributions payable by members.

<table>
<thead>
<tr>
<th>GROSS MONTHLY PAY</th>
<th>MONTHLY CONTRIBUTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>UP TO £250</td>
<td>£3.03</td>
</tr>
<tr>
<td>£251 TO £350</td>
<td>£3.45</td>
</tr>
<tr>
<td>£351 TO £390</td>
<td>£3.92</td>
</tr>
<tr>
<td>£391 TO £440</td>
<td>£4.99</td>
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<tr>
<td>£441 TO £600</td>
<td>£5.68</td>
</tr>
<tr>
<td>£601 TO £750</td>
<td>£6.19</td>
</tr>
<tr>
<td>£751 TO £920</td>
<td>£6.55</td>
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<tr>
<td>£921 TO £1100</td>
<td>£7.20</td>
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<tr>
<td>£1101 TO £1350</td>
<td>£8.22</td>
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<tr>
<td>£1351 TO £1750</td>
<td>£9.49</td>
</tr>
<tr>
<td>£1751 TO £2000</td>
<td>£10.66</td>
</tr>
<tr>
<td>£2001 AND ABOVE</td>
<td>£11.00</td>
</tr>
</tbody>
</table>
Please complete and return this slip to your Manager, i.e. Area Manager / Store Manager.

I confirm that I have read, understood and agree to comply with the contents of the Employment Handbook:

Name:  
Signature:  
Store:  
Date:  

This signed slip will be retained in your personnel file.