

RECOGNITION AND PROCEDURE AGREEMENT

Between
Express Newspapers
and
The National Union of Journalists

1 Recognition

- 1.1 An Agreement between Express Newspapers (hereinafter called **the Company**) and the **National Union of Journalists** (hereinafter called **the Union**). The parties to this Agreement recognise that it is to the mutual benefit of the Company and its editorial employees for the editorial employees to be represented by a Trade Union, and for the Union to have collective bargaining rights for editorial staff employed in the UK by the Company.
- 1.2 The bargaining issues are to be hours, pay, holidays and all related collective issues arising from the contract of employment including individual redundancy consultation, without prejudice to the Company's right to agree specific terms with individual employees.
- 1.3 This Agreement shall apply to all those eligible to join the Union on the staffs of the Daily Express, Sunday Express, Daily Star, Daily Star Sunday and their associated magazines (supplements) and will cover London, Manchester, Broughton, and Glasgow.

2 General Principles

- 2.1 The Company and the Union share a common objective of ensuring the efficiency and success of the Company for the benefit of all.
- 2.2 The Union recognises the Company's responsibility to plan, organise and manage the operations in order to achieve efficiency and profitability in the operation.
- 2.3 The Company recognises the Union's responsibility to represent the interests of their members and to work for improved conditions of employment for its members.
- 2.4 The Union accepts that nothing in the Agreement shall in any way affect the customary right of every employee to direct personal access to the Company, and Management's right to direct access to its employees.
- 2.5 The Company accepts that Union members will elect representatives in accordance with Clause 3.1 to act as their spokespersons in representing their interests.
- 2.6 The Company and the Union each recognises the interdependence of all parties and agree that bargaining issues under this Agreement affecting the interest of the Company and its editorial staff shall be considered jointly both by consultation and by negotiation as prescribed in this Agreement.
- 2.7 Other than the confidentiality provisions in Clauses 9.3 and 9.4, this Agreement is binding in honour only and is not intended by either party to be a legally binding document.
- 2.8 Nothing in this Agreement shall prejudice or terminate any superior rates or conditions that any member may be enjoying at the time it is drawn up, or abrogate any local agreements or understandings covering the details of working arrangements
- 2.9 All journalists should receive a copy of this Agreement.
- 2.10 New employees shall be informed, on engagement, of the existence of the Union Chapel, the name of the Chapel representatives and of their right to join the Union. The Company will keep the FoC/MoC informed of the names of all journalists who join the Editorial staff and of those people who leave the Company's employ upon request.
- 2.11 Subject to the confidentiality provisions contained in clauses 8.3 and 8.4, the Company agrees to provide such information on request as set out in the ACAS Code of Practice in relation to Disclosure of Information to Trade Unions for Collective Bargaining Purposes,

3. Appointment and Function of Union Representatives

- 3.1 The numbers of representatives to be elected and appointed, and the areas in which they will act, shall be a matter for agreement between the Company and the Union.
- 3.2 The Company recognises the right of the Union's members to elect representatives to act on their behalf in accordance with the terms of this Agreement.
- 3.3 The Union will agree with Management the number of their accredited representatives within the Company who will have access to time-off and facilities (see Clause 8), having regard to the national rules of the Union. The names of representatives will be notified officially in writing to the Company. The Union shall provide their accredited representatives with written credentials.
- 3.4 The Company reserves the right to withdraw recognition to any representative in the event that:
 - 3.4.1 the Union notify the Company in writing that the person has ceased to be a representative of the Union;
 - 3.4.2 the person ceases to be an employee of the Company.

4. Responsibilities and Duties of Accredited Representatives

- 4.1 The Company and the Union accept that the responsibilities and duties of Union representatives are as follows:
 - 4.1.1 To undertake industrial relations duties, to be consulted and to negotiate on behalf of all Union members and members of the bargaining unit. The issues may include hours, pay, holidays and all related collective issues.
 - 4.1.2 To communicate with members, Company management, and relevant Union bodies; to meet with other representatives or full-time officials regarding bargaining issues as set out in this Agreement to organise meetings of members.
 - 4.1.3 To attend meetings of the Union of which the person is a representative or official (eg Branch meeting / National Executive Council duties), in accordance with this Agreement (time off and facilities) (see Clause 8).
 - 4.1.4 To represent the Union in the joint negotiating or consultative machinery at local level.
 - 4.1.5 To represent the Union in activities other than those specified above in particular circumstances which the Company agrees to be of relevance to the Company and for which the Company agrees to grant time off during working hours.
 - 4.1.6 To provide information to staff regarding the role of the trade union and benefits of membership.
 - 4.1.7 The Company recognise representatives fulfil an important role. Actions taken by representatives in good faith and pursuance of their duties, shall in no way affect their security of employment with the Company. Nor will it affect their normal rights of promotion and remuneration.

5. General Principles

- 5.1 The basis shall be freely conducted collective bargaining in the areas defined in this Agreement.
- 5.2 The Company recognises the Union as the only bargaining agents in the areas covered by this Agreement.
- 5.3 For those issues on terms and conditions that are agreed annually on behalf of the whole bargaining group, meetings for discussing these shall be held between the Management of the Company designated by the Editorial Director and the Mother/Father of the Chapels (FoC) of the Union accompanied by up to three other representatives. This shall be known as the Negotiating Committee (NC), and it is agreed that the meetings of this Committee and items for the Agenda will be arranged between the Managing Director or a person appointed by him and the Representative of the Union.

6 Disputes Procedure

- 6.1 There shall be no stoppage or threat of stoppage or hostile action of any kind by the Management, or Chapel or individual member or members of a Chapel nor shall there be any interference with normal working whilst the Dispute Procedure is in operation, and status quo shall apply to the matter in dispute.
- 6.2 It is agreed that the following procedure is for use by both parties and the Company will raise disputes at the appropriate stage of procedure that affects bargaining issues set out in this Agreement.
- 6.3 Any agreement reached at any stage shall be accepted by both parties.
- 6.4 In the event of any problem, difference or disagreement arising about terms and conditions of employment affecting the bargaining unit, the following procedure will apply:

Stage 1: The matter shall in the first instance be discussed between the relevant personnel and every effort will be made to resolve it informally . Should the matter not be resolved, and should any party wish to proceed further then this intent should be made clear.

If any issue affects several employees responsible to the same manager, then it shall be discussed collectively by that department head / Managing Editor with the Union Representative accompanied by not more than two of the employees concerned.

Stage 2: Issues not resolved at Stage 1 and issues concerning employees from more than one department would be discussed between the Union's representatives and senior manager(s)/director(s) in a further attempt to achieve agreement.

Stage 3: Failing a satisfactory solution to an issue(s) at Stage 2 or at the negotiating Committee (NC), appropriate Representatives of the Union, including a full time officer, shall meet with the Editorial Director in a further attempt to achieve agreement.

Stage 4: In the event of Failure to Agree on any issue at Stage 3, then the issue may by agreement of all parties be submitted to ACAS (or any other alternative conciliation machinery which may be agreed) for conciliation. During this conciliation procedure both sides will co-operate fully with the conciliator appointed by ACAS in an effort to resolve the dispute. A failure to agree, registered at ACAS, signals the end of this disputes procedure unless the parties agree to proceed to arbitration or mediation.

For the avoidance of doubt, individual grievance and disciplinary matters will be dealt with in accordance with the Company's grievance and disciplinary policies (see Clauses 18 and 19).

- 6.5 Both parties agree that all possible effort should be made to resolve issues at the earliest possible stage. However, where agreement cannot be reached the following stages should be set in motion within the times set out below:

- Stage 1: Meeting to be held within 10 working days of the issue being raised with Management
- Stage 2: Meeting to be held within 10 working days of the date of the previous meeting
- Stage 3: Meeting to be held within 15 working days of the date of the previous meeting
- Stage 4: Meeting to be held within 20 working days of the date of the previous meeting, or as soon as can be appropriately agreed between the parties and any outside agency

Working days to mean normal working days – not Saturday, Sunday or Public Holidays. The times above can be varied by mutual consent.

7 Consultation

The Company and the Union recognise the desirability of prior consultation on the bargaining issues set out in this Agreement. To that purpose, the Company undertakes to meet representatives of the Chapel monthly, as part of a regular programme of consultation. The purpose of this programme will be to further the effective performance of the business by providing employees with appropriate information on business trends and matters relating to employment prospects of Union members.

8 Facilities

- 8.1 The Management will, in consultation with the Union, provide employees acting as representatives of the Union with reasonable facilities subject to availability as set out in the ACAS Code of Practice in relation to "Time Off For Trade Union Duties and Activities". Specifically, the Union representatives will have reasonable use of the following facilities: use of meeting rooms to be booked via reception; access to notice boards; access to a telephone and other office equipment; and reasonable leave of absence, to enable them to carry out their duties as union representatives.
- 8.2 When reasonably requested, the Management will provide the FoC with details of salary spreads (minimum, maximum, average and median salaries) as paid to members of the editorial staff. The Management will also provide similar data for particular departments, when required. It will also provide the FOC with a copy of the Company's accounts as filed at Companies House on an annual basis.
- 8.3 The Union acknowledges, as a legally binding obligation, that use of the Company's facilities and access to the Company information may from time to time involve the Union having access to the Company's proprietary and confidential information. The Union undertakes to maintain the confidentiality of such information and not disclose it to any third party without the prior written consent of the Company.
- 8.4 Prior to disclosure of information that it considers to be commercially sensitive, the Company will declare such instances. The Union has the right to decline such information for which they are unwilling to abide by the conditions of confidentiality. A request for confidentiality classification to be reviewed can be made at any stage of the process. At all times confidential information must be truly confidential and not be in the public domain or obtained from a third party not bound by a confidentiality obligation itself.

9 Participation

The Management expresses its willingness to consider any representation made by the Union Chapel concerning decisions that affect their future at the Company in compliance with the relevant EU laws.

10 Bargaining Issues Review

- 10.1 The Company and Chapel will start negotiations on annual pay review and other terms and conditions relating to the contracts of employment no later than September 1st of the preceding year and conclude negotiations as soon as possible thereafter.
- 10.2 Any claim and details of any other matters related to the annual pay review to be discussed will be presented by the Union no later than September 1st with a view to conclude negotiations by the end of November.
- 10.3 The Company agrees that it will hold talks with the Union representatives upon the request of the representatives, and subject to the confidentiality requirement of Clause 8, to give a trading update and any impact on the collective agreement.
- 10.4 As part of the annual pay review, the Union will be informed of the sum of money available for individual salary enhancements and merit rises. Where an employee can demonstrate that they deserve a merit increase outside either the annual January review or as a result of a promotion, they should contact the Managing Editor who will discuss the issue with the individual and consider their case accordingly.

- 10.5 When it is established that a journalist is a regular stand-in for a more senior position, the journalist should ask the Managing Editor for a review. The journalist can expect some compensation if the number of stand-in shifts amounts to more than 50% of his/her weekly working time for a substantial period of time ie. acting-up over and above the usual cover for holidays, sickness etc. Anyone dissatisfied with this will have the right to be individually represented by a chapel representative.

11 Exchange of Information

Both parties accept the need to keep each other informed of the bargaining issues set out in this Agreement, including up to date and regular information about the operation of the Company. The Management will hold regular meetings (at least monthly) with Union Representatives to update them on any material changes in Company policies or financial circumstances. More frequent meetings will be held in urgent cases. All employees are entitled to see their personnel file within a reasonable time frame.

12 Staff Appointments and Staffing Levels

- 12.1 The Company has the sole responsibility for the selection of editorial staff, but will provide the FoC on request with notification of all editorial appointments without undue delay.
- 12.2 The FoC will be informed as soon as an editorial vacancy arises or when a new job has been created.
- 12.3 Editorial vacancies will be drawn to the attention of existing members of staff in time for them to apply for the post.
- 12.4 A journalist appointed to the staff shall receive a letter of appointment specific in his/her job title, salary and notice of entitlement, together with a copy of this agreement.
- 12.5 Any member of staff may be required to continue working for the Company throughout his or her full period of notice whether his/her notice is being terminated at his/her own wish or by the Company.
- 12.6 The Company will consult on staffing matters when it proposes new title or section launches where it affects existing Union members.
- 12.7 The Company accepts that the maintenance of adequate staffing levels is essential.
- 12.8 The Company will consult in good time on any proposed change in staffing levels, locations of work, or departmental restructuring.
- 12.9 Journalists working for one title will normally be expected to cover stories only for their own title although pooling of copy does occur from time to time Where they are asked to write for other titles in special circumstances it will be with the agreement of the individual journalist.
- 12.10 The Company will consult and seek agreement from the Union on any additional pooling of copy. An additional payment may be negotiated reflecting the additional work required.

13 Sabbatical Leave

- 13.1 Those journalists entitled to sabbatical leave can expect to be paid for their time off or not, according to their individual contracts. The Management will consider journalists for sabbaticals after they have completed two years' service.
- 13.2 Application for leave, with the proposed dates, shall be made at least six months before the proposed start of leave to the Managing Editor.
- 13.3 Sabbaticals are for intellectual refreshment. The applicant should satisfy the Management that the sabbatical will be mutually beneficial. The Management may request that the applicant submits reasonable alternative topics for the sabbatical by explaining the reasons for the rejection of the first application. The applicant is free to submit alternative topics until the parties agree on a suitable topic.
- 13.4 The Management may delay a sabbatical when editorial needs would be unreasonably disrupted by it, but such a delay will not affect the timing of subsequent

sabbaticals. The Management may also agree to delay a sabbatical if a member of the editorial staff demonstrates that he/she has a strong professional reason for doing so. Provided the Management has given his written approval of such delays, the timing of subsequent sabbaticals will be affected and any sabbatical entitlement will lapse when the member of the editorial staff concerned gives notice that he/she is leaving the Company's employment.

13.5 Sabbaticals can be added to holiday leave only with agreement of the Management.

14 Fixed Term Contracts and Casual Employment

14.1 The importance of secure employment for editorial staff is recognised and fixed-term contracts will only be used in special circumstances including but not limited to maternity cover, long-term sickness, sabbaticals or special assignments.

14.2 The Company will not employ rolling short-term contracts unless in special circumstances and on request will inform the FoC with details of those on rolling short-term contracts.

14.3 Journalists having worked under such contracts shall enjoy the equivalent terms and conditions of the appropriate staff. Where their expertise or responsibility justifies it, they shall be paid a rate comparable with members of staff doing similar work.

14.4 Journalists who work casual shifts on a regular basis for a prolonged period of time can apply to the Managing Editor to be considered for a staff contract. If they are working two or more shifts per week on a regular basis for a prolonged period of time, they will be considered for a staff contract, unless the Management provides a good reason against this.

15 Redundancy

15.1 The Company reaffirms its commitment to take all reasonable and practical measures to avoid the need for economies affecting employment levels and working conditions of staff covered by this Agreement.

15.2 The Company reaffirms its commitment to consultation with the Union should it believe that such a cost-saving programme is likely to become necessary. The Company undertakes to give maximum practicable notice if it believes that a situation leading to such a necessity is developing. This undertaking shall not be replaced by any statutory obligation for early warning of intended redundancy. Such consultations shall involve Union representatives. These consultations shall examine practical alternatives within the department to such cost-saving measures.

15.3 In any cost-saving measures involving employment levels the following principles shall apply:

- a) The Company will seek to avoid compulsory redundancies wherever possible
- b) Editorial staff reductions shall in the first instance be sought through non-replacement or by voluntary early retirement, without the Company being under an obligation to accept a request for voluntary redundancy or retirement if it would be against the interests of the Company. Any terms may be improved by the Company as the result of negotiations at the time of any such cost-saving measures.
- c) The Union shall be informed which members are prepared to consider volunteering for redundancy; they shall seek such information in all areas simultaneously and not only from particular departments.
- d) The Company shall not exclude any member of the Union from applying for voluntary redundancy
- e) If as a result of volunteers being accepted there becomes an imbalance in editorial staff levels affecting any particular editorial department, the Union and the Company will work together to negotiate a redeployment of staff.

16 Redeployment in the Event of Redundancy

16.1 Where the Company contemplates redeployment of editorial staff the following clauses shall apply.

- 16.2 In cases where a member of editorial staff is being redeployed as a result of the changing needs of the business or for reasons not related to the unsatisfactory performance of duties, the Company may offer a substitute post on a three month trial basis. If the trial period proves unsatisfactory to either party, the member of staff will have the option of leaving on redundancy terms as set out in the Agreement.
- 16.3 Once a member of staff has been redeployed, his/her post, if it is to be continued, will be deemed to be vacant, and the staff will be notified of the vacancy in conformity with other clauses of the House Agreement. No vacancy will arise until agreement has been reached between Management and the member of staff being redeployed or being made redundant as a result of redeployment.
- 16.4 Any differences in pay to be adjusted by either red-circle or buy-out based on redundancy formula for the difference in salary.
- 16.5 If a journalist is redeployed the journalist shall be entitled, for up to three months, to be made redundant on the current terms. This period may be extended by mutual consent.
- 16.6 Journalists should not be relocated without their agreement except in accordance with their contracts of employment.

17 Training and Learning Representatives

- 17.1 In light of the Company's partnership agreement with the Union on training, from time to time the Union will provide training. The Union will be consulted on all training issues relating to Union members in the bargaining unit.
- 17.2 Sufficient training will be made available to each editorial employee to ensure that he/she is confident in the use of new equipment.
- 17.3 Training will be organised, where possible, to ensure that an editorial employee's normal workload can be completed during normal working hours. Where this is not possible, journalists will be entitled to time off in lieu of extra time worked.
- 17.4 Training will be given by properly trained staff or outside experts.
- 17.5 Training will cover the health and safety aspects of using new technology.
- 17.6 The Company will train all new editorial employees and to ensure that they are proficient in the use of the system and equipment.
- 17.7 If, in exceptional circumstances, an editorial employee currently employed at Express Newspapers feels unable to use new equipment, after completing the appropriate training course and after six months' operating experience, then he/she may raise the matter with the Managing Editor.
- 17.8 After consultations with the editorial employees, the head of their department and, if necessary, the FoC, the Managing Editor shall produce proposals, which may include an offer of alternative employment within the Company, in an attempt to solve the problem.
- 17.9 Graduate trainees should be given appropriate training.
- 17.10 The Company will invite the Union to send representatives ("Learning Representatives") to meetings for the purpose of:
- a) consulting about the Company's policy and plans for training for editorial staff
 - b) reporting about training provided for editorial staff since the previous meeting
- 17.11 The first meeting with the Learning Representatives will take place within six months of the date of this Agreement and further meetings will be held at intervals of no more than six months.
- 17.12 At least two weeks before a meeting with the Learning Representatives the Company will provide them with information needed in accordance with good industrial relations practice so they can participate in the meeting.
- 17.13 Within four weeks of a meeting with the Company, the Learning Representatives shall provide written comments on matters where the Learning Representatives believe the Company should take action.
- 17.14 Where any Learning Representatives need time off from work to undergo training relevant to their functions, they must notify both the Managing Editor and their Head of Department in accordance with the procedure set out below in order to obtain consent to take such time off, such consent not to be unreasonably withheld.

- 17.15 As much prior notice as possible (which, save in exceptional circumstances, should be at least 42 days) should be provided by the Learning Representatives to the Managing Editor and their Head of Department. This notice should explain:
- a) The suggested training course. A copy of the syllabus or prospectus indicating the contents of the training course should also be provided.
 - b) The intended location; and
 - c) The timing and duration of time off required

18. DISCIPLINARY & DISMISSAL PROCEDURE

INTRODUCTION

The purpose of this policy is to promote fairness in the treatment of employees who are alleged to have broken Company rules, have failed to carry out legitimate instructions, or have failed to attain the required standards of work conduct.

The aim is to try to effect an improvement in conduct or performance.

Disciplinary procedures will be invoked where an employee's conduct or work performance fall below the required standard, or where an employee fails to abide by the terms and conditions of employment.

The intention of the procedure outlined below is to try and effect an improvement in performance or conduct.

It is important to remember that:

- > Any minor lapses in performance or conduct should be handled at departmental level and preferably resolved before it becomes necessary to invoke the formal disciplinary procedure. However, if after discussions with the individual, there is no improvement in performance or conduct the formal disciplinary procedure will be invoked.
- > No disciplinary action will be taken against an employee until the case has been fully investigated.
- > Any mitigating circumstances will be taken into account.
- > All disciplinary issues will be dealt with as quickly and effectively as possible.
- > A member of the Human Resources Department and a manager (who has not previously been involved) will attend all formal disciplinary meetings.
- > After a disciplinary hearing, the employee will be informed of the decision within 5 working days unless further investigation is required in which case the employee will be informed.
- > If a breach of disciplinary rules is proven the employee will be informed that continued poor performance or a repeat of the misconduct will result in further disciplinary action being taken.

- > Where the disciplinary action is performance related, specific and measurable objectives will be put in place in order to monitor performance over a specified period of time.
- > The Company will offer counselling, assistance or training where appropriate.
- > The stage at which the disciplinary procedure is introduced will depend upon the severity of the misconduct or poor performance.
- > No employee will be dismissed for a first breach of discipline except in cases of gross misconduct, when the penalty will be summary dismissal.
- > The employee has the right to appeal at every stage of the disciplinary procedure.

RIGHT TO BE ACCOMPANIED

The employee has the right to be accompanied to a disciplinary hearing. The Company will allow the employee to be accompanied by a single companion who is chosen by the employee and is:

- a) employed by a trade union of which he/she is an official
- b) another employee of the Company

The companion will be permitted to address the hearing (but not to answer questions on behalf of the worker) and will be permitted to confer with the employee during the hearing.

If the employee's chosen companion will not be available at the time proposed for the hearing by the Company and the employee is able to propose an alternative time the Company will postpone the hearing to the time proposed. Provided that the alternative is reasonable and falls before the end of the period of five working days beginning with the first working day after the day proposed by the Company.

STAGES OF THE DISCIPLINARY PROCEDURE

Except in special agreed circumstances the written record of breaches of disciplinary rules will be removed after 12 months of satisfactory conduct or work performance.

1. Informal Warning

This is issued, normally by the employee's immediate manager to advise the individual that the consequences of further misconduct, or continued poor performance could lead to a formal warning in writing.

2. Formal Warning

In the event of inadequate improvement or further misconduct the employee will be interviewed by the next level of management and formally warned of the consequences of subsequent failure. The warning will be confirmed in writing to the employee with a copy to the Human Resources Department /Group Managing Editor.

3. Final Written Warning

If the employee still fails to meet the required standard or continues to breach discipline, a final warning will be given with an explanation of the action to follow [e.g. dismissal or demotion] if there is no improvement. The warning will be confirmed in writing to the employee with a copy to the Human Resources Department /Group Managing Editor.

Note: Stages 1 and 2 of this procedure can be bypassed if the offence is considered to warrant it.

4. Dismissal with notice

Dismissal should be the final step and taken only if, despite warnings, conduct or performance does not improve. It must be reasonable in all the circumstances of the case. Unless the employee is being dismissed for reasons of gross misconduct (see below), he or she should receive the appropriate payment in lieu of notice.

5. Summary Dismissal

Gross misconduct is generally seen as misconduct serious enough to destroy the employment contract between the Company and the employee and make any further working relationship and trust impossible. If the Company has reasonable grounds for believing that an employee has committed an act of gross misconduct they will be summarily dismissed without notice or payment in lieu of notice. Whilst this list is by no means exhaustive, examples of offences which will be regarded as gross misconduct are:

- > Unauthorised disclosure of confidential information
- > Serious negligence or poor performance which causes damage to the Company's relationships with clients or other unacceptable loss or injury.
- > Theft, fraud or the deliberate falsification of records.
- > Physical assault upon another person.
- > Being unable to carry out work due to alcohol or drugs
- > Serious breach of Health and Safety provisions.
- > Abuse or misuse of the Company's computers or systems.

WRITTEN NOTIFICATION OF DISCIPLINARY ACTION

Advance written information about the circumstances that may lead to disciplinary action and/or dismissal will be given to the employee long enough before the meeting to give the employee an opportunity to consider a response.

Details of any disciplinary penalty should be given in writing to the employee. The letter should specify:

- > The nature of the misconduct

- > Any period of time given for the improvement and the improvement expected
- > The disciplinary penalty and, where appropriate, how long it will last
- > The likely consequences of further misconduct
- > The timescale for lodging an appeal and how it should be made

APPEALS

The employee has the right of appeal at every stage of the formal disciplinary procedure. An employee who wishes to appeal against a disciplinary decision should do so in writing to the appropriate director within five working days of being notified of the decision. The employee should make clear the grounds on which he or she wishes to appeal.

At the earliest opportunity the circumstances leading to the original decision will be reappraised. An appeal hearing will be arranged during which the employee will have the opportunity to put his or her case. The meeting will be attended by a member of the Human Resources Department and another member of the senior management team. The employee will have the right to be accompanied by a work colleague or union representative.

Following the appeal the employee will be advised as soon as possible of the outcome of the appeal and the reasons for the decision.

Any disciplinary penalty previously imposed may be confirmed, lifted or a lesser penalty substituted but cannot be increased.

The decision on appeal will be final.

19. Grievance Procedure

Introduction

It is Company policy to ensure that any employee with a grievance has access to a procedure which can lead to a speedy resolution of the grievance in a fair manner.

Principles

The standard grievance procedure within Express Newspapers has three stages. When a grievance is raised the Human Resources Department or Managing Editor's Office should be kept informed and will become involved as and when appropriate. The employee should be kept informed of the progress of the grievance at each stage and of any decision reached. There may be situations where the employee would prefer to discuss the grievance with someone of the same gender. In this event, the employee should raise the matter with whomever they regard to be the appropriate person.

Categories of Grievance

There are two routes through which grievances can be addressed:

- a) Where an employee has a grievance about a work-related problem, this should be raised initially with his or her immediate manager
- b) Where an employee has concerns about his/her manager or a grievance that they do not wish to raise with his/her manager, this should be raised initially with the next level of management, an independent manager, or the HR Manager / Managing Editor.

The Stages of the Grievance Procedure

Informal Stage

The employee should initially approach his or her manager, who, in most cases, will be best placed to respond to the concern raised. Every effort should be made to resolve the issue. However, if the grievance remains unresolved after informal steps have been taken, the formal procedure should be followed.

Formal Stages

Stage One

The employee should set out his/her grievance in writing and send a copy to their manager. In a case where the grievance concerns the employee's line manager, it should be addressed to the next level of management.

Stage Two

The manager will invite the employee to a meeting to discuss the grievance. The meeting will be held at a reasonable time and location and the employee has a duty to attend. After the

meeting, the manager will inform the employee of the decision in writing and offer the right of appeal to a more senior manager or director if the decision goes against him or her.

Stage Three

If the employee wishes to appeal the decision, or lack of one, he or she should write to the senior manager or director specified in the decision letter. The senior manager or director will then invite the employee to an appeal meeting. After the appeal meeting, the senior manager or director will write to the employee informing him or her of the final decision.

Modified Procedure

In general the standard grievance procedure will apply even after an employee has left the Company. However, a shorter procedure can be used where an ex-employee cites a grievance and:

- a) both parties agree in writing that it should apply; or
- b) it is not reasonably practicable for one or other party to carry out the standard procedure

The two steps are:

1. The ex-employee sends a written statement of grievance to the Company
2. The Company will write back to the ex-employee responding to the points raised

Time Scales

A grievance should be raised in a timely manner, ideally with 28 days of the incident or event concerned. A meeting will be held within 28 days of the grievance being received. Following the grievance meeting, the employee should receive a written decision within five working days however, it is recognised that in exceptional cases, more time may be necessary.

Right To Be Accompanied

The employee has the right to be accompanied to a grievance meeting by a single companion who is chosen by the employee and is:

1. employed by a trade union of which he/she is an official
2. another employee of the Company

The companion will be permitted to address the grievance meeting (but not to answer questions on behalf of the employee) and will be permitted to confer with the employee during the hearing. If the employee's chosen companion is not available at the time proposed for the hearing by the Company, the employee is entitled to suggest an alternative date provided that the alternative is reasonable and falls before the end of the period of five working days beginning with the first working day after the day proposed by the Company.

The Grievance Meeting

The Company may vary its procedure depending on the nature of the case so long as certain principles are observed:

- Each party to the grievance will have an opportunity to state his/her case at the start of the meeting;
- Usually the individual bringing the grievance will make the first statement followed by those against whom the grievance is brought;
- Each party may cite witnesses (the names of whom must be given to the manager at least 5 working days in advance of the grievance meeting. Details of witnesses shall be made available to both parties);
- Normally both parties will be present throughout the meeting however, the manager may vary this so long as both parties have access to all the evidence to be heard by the manager;
- The manager may question both parties about the grievance and any witnesses called;
- The manager may seek additional information if this is deemed necessary on the basis of information raised at the hearing;
- At the end of the meeting each party will be able to make concluding remarks; and
- The manager may adjourn the meeting at any time.

Documentation

At each stage of the procedure the employee will receive a written reply from the appropriate manager, senior manager or director. Copies of all correspondence will be placed in the employee's file, and if a grievance is upheld against another employee, on the file of that employee. Where a grievance is against the Company, all documentation relating to the grievance and any action taken, will be kept on file within the HR Department.

Confidentiality

It is the responsibility of all parties to ensure complete confidentiality. The utmost discretion will be used at all times, especially when dealing with issues relating to employee's manager or colleagues in order to ensure that the rights of both parties are protected. Breach of confidentiality will be taken extremely seriously and action may be taken under the Disciplinary Policy. Where, however, it is necessary to obtain evidence from witnesses, this will not be considered to be a breach of confidentiality.

Overlapping Issues

The principle behind this procedure is that the Company and the employee share responsibility for ensuring that any workplace dispute is thoroughly investigated and resolved however, occasionally the grievance procedure may overlap with the disciplinary procedure if

the employee has a grievance about a dismissal or disciplinary action. If so, the proper route is to raise this at an appeal, and not as a separate grievance.

If however, the employee believes that the disciplinary action or dismissal constitutes unlawful discrimination or is not for the reason specified then he or she should raise a separate grievance. If such a grievance is submitted before the disciplinary appeal hearing then the appeal will be treated as a grievance meeting, and the parties will have complied with the grievance procedure. If the grievance is lodged during or after the disciplinary appeal hearing then the grievance procedure must be followed in full.

When Procedures Do Not Apply

The procedures will not be followed if the grievance is of a 'collective' nature. The grievance is considered collective if it is raised by a recognised trade union on behalf of two or more employees. The procedures will not apply when one party behaves in such a violent and/or unreasonable manner that the other party could not be expected to sit down with them and go through the procedures.

Finally, there will be circumstances when factors beyond the control of either party mean that it is effectively impossible for the procedure to be gone through, e.g. if one of the parties concerned leaves the country or becomes ill.

20. Guidelines for Rates of pay

- 20.1 The minimum salary for newly qualified journalists in London is £22,000.
- 20.2 Experienced journalists newly recruited to the company will receive a minimum of £24,000
- 20.3 Experienced journalists newly recruited to the Company in London will receive the minimum salary of £24,000, plus a London weighting of £4,000
- 20.4 The minimum salary for graduate trainees in London is £17,000
- 20.5 Minimum salaries will be reviewed annually and negotiated within the annual pay claim. The Managing Editor will consider individual complaints about pay anomalies within three months of any pay agreement. Individuals have the right to have Union Representatives to accompany them in any pay anomaly discussions.
- 20.6 Casual rates will be negotiated each year as part of the annual pay review, effective 1st April, submitted no later than September 1 in the previous year, with the agreed increase being applied to the minimum rates as detailed below, or to individual's rates (up to a maximum of £150) if they are higher than the minimums.

The minimum rates as of April 2005/6 in London are as follows:

	<u>Minimum</u>	<u>Saturday Minimum</u>
<u>PRODUCTION</u>		
6 hours	£109	£142
7 hours	£126	£153
8 hours	£142	£170
9 hours	£143	£185
<u>REPORTERS</u>		
8 hours	£109	£142
9 hours	£124	£153
10 hours	£142	£170
11 hours	£153	£185

The following standard casual rates will apply to journalists in Broughton and Scotland from April 2005.

Broughton:

	<u>6 Hour Rate</u>	<u>8 hour rate</u>
Weekday Rate	£72	£93
Saturday Rate	£93	£114
Scotland:		
Weekday Rate	£109	
Saturday Rate	£142	

Management reserves the right to negotiate at a future date the introduction of hourly increments in casual rates in Broughton and Scotland.

- 20.7 All casuals will be informed by the company of their entitlement to holidays and sick pay. In situations where the worker is not informed of these rights, the company will back-date holiday entitlement.
- 20.8 Service increments, where specified in contracts of employment, will be paid after 2, 5, 10, 15, 20, 25, 30, 35, 40 years service: £285 per annum

21 Hours

- 21.1 Night workers are those journalists regularly working a shift which is due to end at 8pm or later. Night workers will normally work a four-night week.
- 21.2 A four-night week as worked by night workers shall consist of 10 hours including one-and-a-quarter hours of breaks.
- 21.3 Compensation for extra time worked will be by time in lieu on a time-for-time basis.
- 21.4 Rotas for night working production journalists will be arranged so that a journalist shall not be required to commence a new shift within 13 hours of the scheduled end of the previous shift.
- 21.5 The meal break shall be one hour (one and a quarter hours for night workers) and taken as near the middle of the shift as possible and desired by agreement with the department head.
- 21.6 Employees finishing work when public transport is not available and who do not have a car parking space will be entitled to book a taxi home, paid for through the Company's cab account. A car home or a car parking space should be provided for those people who work after midnight or for those whose shift ends after 10.30pm but are unusually delayed beyond their shift.
- 21.7 Reimbursement of Congestion Charge and Parking Fees: The Company will reimburse members of staff driving into the Northern & Shell Building for the following reasons, :
- i) You are required to drive your car because you are working a shift that does not allow you to use public transport; and
 - ii) You are required to drive your car to Number 10 Lower Thames Street for business purposes.

As usual, all expenses are subject to valid receipts being provided and authorised by a Head of Department and a responsible Director.

22 Health and safety

- 22.1 The Company expects journalists working with VDUs to take a 5 to 10 minute break from screen work every 60 minutes.
- 22.2 The Union will nominate a Health & Safety representative to attend Health & Safety Committee meetings. Time off for training will be provided for by the Company. The elected representative will also have paid time off to execute their union duties in accordance with the relevant ACAS Code of Practice.

23 Holidays

- 23.1 Annual holidays will be as specified in individual contracts. Minimum holiday entitlement will be 23 days, plus 8 bank holidays, or days off in lieu. Union representatives will seek improvements on holiday entitlement as part of the annual pay and conditions review.
- 23.2 Those journalists required to work Saturdays on an ad-hoc basis (and not as part of their ordinary working week or scheduled rota and not paid an additional sum to do so) shall be entitled to extra holiday days: Up to 16 Saturdays worked: one extra day of holiday. Up to 24 Saturdays worked: 2 extra days holiday. More than 24 Saturdays worked: 3 extra holiday days.

24 Company Maternity, Paternity & Parental Leave Policies

Maternity Leave

All employees who are pregnant are entitled to 26 weeks maternity leave. This is referred to as ordinary maternity leave (OML). Women who have been continuously employed for at least 26 weeks also qualify for additional maternity leave (AML). The 26 weeks qualifying service must be completed at the beginning of the 15th week before the Expected Week of Childbirth (EWC). AML runs for up to a further 26 weeks.

Leave can commence up to 11 weeks before the EWC. After this point it is entirely at the woman's discretion when leave commences. The only exception to this is if a woman is absent from work within a four week period before the EWC, through sickness associated with her pregnancy. In this case, maternity leave will be deemed to have begun from the first date of absence. It is compulsory that a minimum of two weeks of the leave are taken after the birth, to comply with statutory requirements.

Maternity Pay

Employees with less than 26 weeks continuous service (at the 11th week before the EWC) may be entitled to statutory Maternity Allowance, details of which can be obtained from the Benefits Agency.

Employees with more than 26 weeks continuous service, but less than one year (at the 11th week before the EWC) are entitled to statutory maternity pay as follows:

- 6 weeks at 90% of basic pay, followed by
- 20 weeks at Statutory Maternity Pay (SMP) rate

Employees with more than one year's service (at the 11th week before the EWC) who indicate their intention to return to work will receive enhanced maternity pay as follows:

- 6 weeks at 100% basic pay
- 18 weeks at 50% basic pay plus SMP rate
- 2 weeks at SMP rate

Employees with more than one year's service who indicate that they wish to return to work after the birth will be asked to sign a form prior to commencing maternity leave as 18 weeks half pay is subsequently repayable if the woman decides not to return from maternity leave. If the employee chooses to leave the Company within six months of returning from maternity leave a sum will also be repayable. This amount will be pro-rated dependant on length of service completed after returning.

Employees who do not intend to return to work will receive:

- 6 weeks at 100% of basic pay followed by
- 20 weeks at SMP rate

Employees who prefer to retain the option to return to work until after the baby is born should indicate this when applying for maternity leave. In such cases, they will be paid as if not returning to work but 18 weeks half pay will be paid as a lump sum on return to work.

Employees who return to work before the end of their scheduled maternity leave will receive their full salary instead of maternity pay with effect from the date of their return.

Rights During Maternity Leave

All Terms and Conditions of employment remain in force during ordinary maternity leave.

Holiday - During OML holiday will accrue as normal, according to your contractual holidays. Where possible, this should be taken before leave begins. Alternatively, employees have the option of receiving pay in lieu of holiday. Employees are entitled to the statutory minimum holiday during AML.

Bonus - Any bonus owing to an employee whilst on maternity leave will be paid provided it is based on past performance.

Pension - If an employee is a member of the pension scheme, contributions paid by herself and the Company will be maintained during paid maternity leave. During this period the Company contributions will be paid at the rate based on full salary whilst employee contributions will be based on the actual pay received during the relevant period. For further advice on the above, or to make up pension contributions for any period of unpaid maternity leave, employees should contact the Human Resources Department.

Maternity Gift

All pregnant employees will receive a gift of £250 worth of gift vouchers from the Company when they commence their maternity leave. The range of suppliers will be determined by the Human Resources Department.

Advising the Company of Maternity Leave

Any employee wishing to take maternity leave should advise her head of Department and the Human Resources Department of her pregnancy. She will then be issued with an Application for Maternity Leave form (attached) which should be completed and returned to the Human Resources department no later than 28 days before they wish to commence their maternity leave.

Returning to Work

An employee on maternity leave has the right to return to the same job or a comparable job with equally favourable Terms and Conditions of employment.

For employees taking OML who have opted to return to work, the date of return will have been decided between themselves and their Head of Department before commencement of their leave. This will have been completed on the Application for Maternity Leave form. Should the employee chose to return to work prior to this date she must notify the Human Resources Department at least 28 days in advance of the date she wishes to return. Failure to do so may result in a postponement of her return to work.

Employees who qualify for additional maternity leave are expected back on the next working day after the end of the AML. If the employee intends to return to work before the end of her AML period she must give 28 days notice of the date of her intended return. The notice does not have to be in writing.

If the Employee Chooses Not to Return to Work

Should the employee chose not to return to work after the birth of her child she must give the Company notice as defined in the Notice section of her contract of employment. The Company will notify the employee if any monies are due to be repaid.

Health and Safety

Please refer to the New and Expectant Mothers at Work Policy within the Health and Safety Section.

The company reserves the right to vary or amend the rules and terms covering maternity entitlement according to legislation in force at the time.

Paternity Leave

Male employees with 26 weeks service whose partner is expecting their child, or who is adopting a child, are entitled to take two weeks paid Paternity Leave which can be taken in one block of either 1 or 2 weeks. The entitlement to paternity leave is a maximum of two weeks irrespective of the number of children born at the time. Leave cannot start before the child has been born. Leave cannot continue later than the 56th day after the date of childbirth or the 56th day after the expected date of childbirth, whichever is the later. There will be no change to the employee's Terms and Conditions of employment during the period of Paternity Leave other than pay. He will continue to receive full pay for the first week. The second week is paid at Statutory Paternity Pay rate of £100 per week. All benefits will continue to apply. If a male employee wishes to take Paternity Leave, he must provide a copy of his partner's MAT B1 form (which states the Expected Week of Childbirth) to the HR Department. He will then be given an Application for Paternity Leave Form which should be countersigned by his line manager and returned to HR. The Company recognises that this date may change at short notice and will make every attempt to be flexible to meet the employee's needs. The Employee will be responsible for keeping the Company fully informed of the date on which he will be returning to work. Any employee wishing to take time off in relation to their child after these two weeks should refer to the Parental Leave Policy.

Parental Leave

All employees have an entitlement to parental leave if:

- they have parental responsibility for one or more children (this includes those with informal responsibility such as step parents, long term foster parents).

- they have over one year's service with the Company.

The purpose of parental leave is to care for a child. This means looking after the welfare of that child and can include making arrangements for the good of the child. Examples of the way parental leave might be used are:

- to spend more time with the child in early years.
- to accompany the child during a stay in hospital.
- to settle the child into new childcare arrangements or a new school.
- to enable the family to spend more time together.

The Company is entitled to ask you for what purpose leave is requested. That leave being used for a purpose other than as specified above may result in disciplinary action being taken against the employee according to the Company's disciplinary procedure.

When can Parental Leave be taken?

If the employee is the natural parent of a child, leave must be taken within 5 year's of the child's birth.

If the employee is not the natural parent of the child, leave must be taken within 5 year's of when they assumed responsibility for that child or before the child's 18th birthday, whichever is the earlier.

How much time can be taken?

Employees may take a maximum of 13 weeks parental leave for each child over the 5 year period. A maximum of 4 weeks leave for each child can be taken in any one year. The 4 week period will be pro-rated in the year in which employees join/leave the Company.

N.B One week's parental leave is equal to the length of time that an employee is normally required to work in a week. This means that a week's leave for an employee who usually works from Monday to Friday is equal to 5 days, while for an employee who works Mondays and Tuesdays only, a week's leave is equal to 2 days.

Parental leave must be taken in blocks of no less than one week, except in exceptional circumstances when the decision is at Management's discretion.

Parental leave can be tagged immediately on to the end of maternity/paternity leave provided that the notice requirements and qualifying period are met.

Transfer from Previous Employer

This right transfers from one employer to another. The Company therefore will contact an employee's previous employer to check how much parental leave has previously been taken. The amount of leave taken will be deducted from the 13 week entitlement with the Company. For example, if an employee has taken a total of 6 weeks leave for a child with two previous employers, then you are only entitled to a total of 7 weeks' leave with the Company.

Notice of Intention to take Parental Leave

Any employee wishing to take parental leave must give a minimum of 21 days notice. The request should be made in writing to the employees line manager. Those employees wishing to take time off at short notice should refer to the Time Off for Dependants Policy.

The Company retains the right to postpone parental leave for up to 6 months. This will only occur in cases where the Company feels that leave being taken at the time requested will be extremely disruptive to the operation of the business. In such a case, the Company will give notice of the postponement in writing usually within 7 days after your notice to take leave was given to the Company. The Company's notice of postponement will state the reason for postponement and will suggest new dates for the same amount of parental leave to start within 6 months.

Parental leave requested for immediately after the birth or adoption of a child will not be postponed.

Rights during Parental Leave

Pay:

Under the statutory scheme there is no entitlement to pay during parental leave. Under the Company scheme, however, you will receive the following payments:

Period of Continuous Service	Amount of Paid Leave
1 year's continuous service at the time of taking leave.	1 week at half salary 12 weeks unpaid
2 years' continuous service at the time of taking leave.	2 weeks at half salary 11 weeks unpaid
5 years' continuous service or more at the time of taking leave.	6 weeks at half pay 7 weeks unpaid

All other Terms and Conditions of Employment, with the exception of pension (outlined below), will remain unchanged during parental leave.

Pension during Parental Leave

When you are on a period of paid leave, the Company's contributions will continue to be paid (on the level of pay you would have received had you been working normally) but you will only have to make contributions on the amount of pay you actually receive during that period. If you wish to continue making contributions based on your normal salary during this period you should contact the Human Resources Department.

During Unpaid Parental Leave - the Company's contributions to your pension scheme will continue, provided that you also make your contributions (which would be deducted from your salary after you have returned to work). If you choose not to make your contributions, your pension will be frozen until you return to work.

With the exception of remuneration and pension, as outlined above, terms and conditions of employment will continue to apply during a period of parental leave. Continuity of employment will continue to accrue during a period of parental leave.

Returning to Work - Employees have the right to return to the job they were doing immediately before their period of parental leave, unless in exceptional circumstances where there has been restructuring or their role has become redundant. In the latter case the employee will be given notice as per their contract of employment. If an employee decides they do not wish to return to work after their parental leave they need to give notice as per the terms and conditions of their contract of employment.

Evidence of Entitlement to Parental Leave - The Company can ask to see evidence that the employee is the parent or has parental responsibility for the child. Evidence might take the form of a birth certificate or adoption papers. If you are unable to provide evidence when requested the Company has the right to refuse permission to take parental leave. Where you have informal responsibility for looking after a child, the Company will decide whether you are entitled to take parental leave.

The Company reserves the right to vary or amend the rules and terms covering parental leave entitlement according to legislation in force at the time.

25 Flexible Working Policy

The Company will consider requests to work flexibly from employees who have a child under the age of 6 (or under the age of 18 if the child is disabled). Examples of flexible working include compressed hours, part time working, home-working and agreed shift times.

In accordance with the regulations, there are eight key steps:

Step 1

The employee makes a written request for flexible working to the Managing Editor confirming that the employee has responsibility for the upbringing of the child and explaining what effect, if any, the employee thinks the proposed change would have on their department and how, in their opinion, any such effect might be dealt with. It should also specify the type of flexible working pattern applied for and state the date on which it is proposed the change should become effective (home-working requests should state child care arrangements during working hours). It should also mention any previous applications that have been made by the employer and be dated.

Step 2

The Managing Editor will consult with the Head of Department/Editor and meet with the employee within 28 days of request to discuss the application

Step 3

The Managing Editor writes to employee to notify them of decision with 14 days of meeting

Step 4

If application is accepted then the Head of Department and the employee need to agree what arrangements they need to make for the changes to take place. If application is rejected, employee needs to decide if they wish to appeal against the Company's decision. If so, they must appeal in writing, setting out the grounds for their appeal

Step 5

The employee must make the written appeal to the Managing Editor within 14 days.

Step 6

The Managing Editor and the employee meet to discuss the appeal within 14 days.

Step 7

The Managing Editor writes to employee notifying them of decision of appeal with 14 days of meeting.

S t e p 8

If appeal is accepted then follow advice in step 4. If it is rejected, the employee must decide if they want to, and have a case for, going to an employment tribunal or binding arbitration.

26 Sick Pay

26.1 The minimum sick pay is 10 days, but the Company is committed to view individual cases sympathetically and with flexibility.

27 Expenses Policy

General Rules

Any expenditure reclaimed must be incurred by staff wholly, exclusively and necessarily in the performance of their duties as Northern & Shell/Express Newspapers employees. Expenditure must be related to the achievement of an objective with anticipated benefit to the company.

Expenses must be reclaimed within three months of the date of expenditure. Any claims outside this period will not be paid.

Expense claims must be submitted on the following forms:

- General expenses (travel, accommodation etc.) – White form
- Foreign expenses – Green form
- Telephone expenses – Blue form
- Fuel claims for company car/car allowance drivers only – Yellow form

These forms can be obtained from the Finance department.

A valid receipt must be attached to the claim form for each item of expenditure claimed, except car mileage. Receipts for entertaining must be accompanied by a credit/debit card receipt. A valid receipt will contain the following information:

- The name and address of supplier,
- The VAT registration number of the supplier, if registered in the UK,
- The date of the supply,
- What was actually supplied.

Credit card vouchers are not acceptable as valid receipts.

The narrative and entries on the form must be clearly legible or the form will be returned. For greater ease, the Company will introduce a computerised system in due course.

Claim forms must be signed and dated by the employee claiming the expenditure. The signature of the employee will provide confirmation that the claim has been completed in accordance with these guidelines.

A maximum of one claim per currency may be submitted per month.

If there is any doubt that an expense can be claimed authorisation should be gained from a relevant manager or director prior to incurring costs.

Claim Authorisation Procedure

All claims submitted for payment must be correctly authorised and comply with the authorisation procedure detailed below. Failure to do so will result in a delay in settling the claim.

All claims must be authorised by the claimant's manager and countersigned by a director. It is the responsibility of the individual authorising the claim to ensure that he/she is satisfied that the expenditure claimed is valid under the terms of this document. The Finance department may check the arithmetic accuracy of the claim and that it is correctly authorised.

Allowable Expenditure

All claims must be accompanied by valid VAT receipts.

Entertaining

Necessary costs of entertaining business contacts will be reimbursed on production of receipts. For this purpose, 'business contacts' do not include other employees of the company. The following information must be included on the expense form:

- the name(s) of the attendees, unless confidentiality of sources prohibits this
- the organisation which they represent
- the purpose of the entertainment (for example lead on a story, new advertising account won etc).

The cost of any single claim must not exceed £40 per attendee including gratuities. Any claim in excess of this amount will not be paid unless agreed in advance by the Managing Editor or a director.

Claims for entertaining fellow members of staff are not allowed unless approved in advance by the Managing Editor or a director.

Costs of tobacco goods may not be reclaimed.

Gratuities must be recorded on either a VAT receipt or credit card slip.

Travel and Accommodation

All business, travel and accommodation arrangements must be authorised by the Managing Editor or a director on a blue Request to Travel form prior to a booking being confirmed. Each form must include 3 quotes from the preferred suppliers or alternatives if cheaper or the only option e.g. official football packages. The current preferred suppliers are:

TD Travel	01204 393344	Contact Vicky Forrest
Uniglobe	020 7702 9991	Contact Cheryl Aldridge
Citybond	020 7491 2159	Contact Hiten

If prior authorisation is not obtained then the reimbursement of the relevant expenses will be at the sole discretion of the company. Any claims for expenditure incurred directly by an individual must be supported by receipts. The expense claim must clearly record the reasons for the trip as well as the start and end point of the trip and the benefit derived from the trip.

The most economical means of travel should always be selected.

All employees of Northern & Shell/Express Newspapers travelling abroad on company business are covered by the company's insurance policy.

Air Travel

- Domestic and international air travel will be booked at the lowest logical economy fare at all possible times.
- Business class will only be booked when approved in advance by the Managing Editor or a director.
- Wherever possible travel details should be arranged well in advance of departure, this will enable the company to minimise the cost of travel.
- Fixed return and reduced flexibility tickets will be booked in every possible circumstance.
- Open return tickets will only be booked after obtaining the approval of the Managing Editor or director.
- Routing Arrangements - any traveller who wishes to stop over en route on personal business, will be required to reimburse the company for any additional cost of the ticket compared to the cost of a direct flight between business destinations.
- Any traveller who wishes to return to a destination other than that of departure due to personal business will be required to reimburse the company for any additional cost of the ticket compared to the cost of a direct flight between business destinations.
- Upgrades - Upgrades to Business and/or first class, which increase the airfare, are at the traveller's personal expense.
- Excess Baggage - If there is likelihood that the traveller will incur an excess baggage charge, authorisation must be sought in advance from the Managing Editor or a director.

Rail

Rail tickets should be purchased directly by the traveller. Travellers should purchase economy class tickets only and reclaim the costs via the expenses reimbursement process.

Taxis

- ❑ Taxis should only be used when public transport is not a viable option and there is no other reasonable method of travel.
- ❑ Receipts must always be produced and all claims must detail the date, start & end points and the purpose of the journey.
- ❑ Staff requested to work outside their normal hours of work and beyond the hours where they can reasonably be expected to use public transport service may, at the discretion of their manager, reclaim taxi fares home.

Car Hire

- ❑ Car hire must be authorised by the Managing Editor or a director on a blue Request to Travel form prior to making a booking. The form must include 3 quotes.
- ❑ Vehicles hired will be of a standard model unless editorial or operational reasons dictate otherwise.
- ❑ Travellers are advised to avoid one-way car rentals as they significantly increase the total rental cost. One-way car rentals incur a high mileage charge and an additional charge and a drop off charge.
- ❑ Every effort should be made by the traveller to return the rental car with a full tank to avoid supplementary re-fuelling charges.
- ❑ In the case of an accident while driving any rental vehicle, the traveller must follow the procedure advised by the hire car company.

Hotel Accommodation

- ❑ When travelling on business you should obtain accommodation in a reasonable quality hotel. A blue Request to Travel form must be authorised by a Managing Editor or a director prior to booking a hotel.
- ❑ The allowance for hotel reservations is £80 per room per night unless approved in advance by the Managing Editor or a director.

Car Parking Costs

- ❑ Receipts should be submitted whenever possible.
- ❑ The costs of parking while based at an employee's normal place of employment (as detailed in the employee's contract of employment) is not reclaimable unless:
 - The employee was requested to bring the vehicle to work, for example to transport files.
 - The employee required the vehicle to travel to another location during the course of the day which could not be reached by public transport.
 - The employee's hours of work are outside the hours of public transport services.

Fuel Allowances – own car

- ❑ This section applies to employees using their own cars. Employees provided with a company car or a car allowance should refer to section 3.5.
- ❑ Employees using their cars for business purposes may claim business travel mileage at the rate of 40 pence per mile for the first 4,000 miles in a tax year (April to March) and at a rate of 24.5 pence thereafter.
- ❑ Claims should be made on the white expense form and must detail the purpose of the trip, the start and end point and the number of miles claimed. Travel between home and the employee's normal place of work (as defined in the employee's contract of employment) is not business mileage and is not therefore ordinarily reclaimable.
- ❑ The mileage rate includes an element of reimbursement for wear and tear on the vehicle and therefore service costs and parts and lubricant costs are not reclaimable.
- ❑ The cost of cleaning the vehicle is not reclaimable.

Fuel allowances – company car/car allowance holders

- ❑ The cost of cleaning the vehicle is not reclaimable.
- ❑ An employee provided with a company car or car allowance may reclaim business travel mileage at the rate of 13 pence per mile (11 pence per mile for diesel vehicles). This rate will be reviewed from time to time in line with Inland Revenue Guidelines.
- ❑ Claims should be made on the yellow form – 'claim for business mileage for company car or car allowance users' and must detail the purpose of the trip, the start and end point and the number of miles claimed.
- ❑ Travel between home and the employees normal place of work (as defined in the employees contract of employment) is not business mileage and is not therefore ordinarily reclaimable.

Parking fines

- The Company will not pay any parking fines or motoring offences. In the event that the employee has not paid the fine the company will deduct it from the employees salary together with any administration costs of the leasing company.

Telephone expenses

- The cost of business calls made from a personal mobile telephone or home phone should be reclaimed on the blue claim for private telephones form.
- All claims must be supported by a copy of the telephone bill, with the items being claimed highlighted clearly.
- Reporters working from home may claim all costs relating to dedicated phone lines with permission of the Managing Editor.

Subsistence allowance

Where an overnight stay is required for business purposes, the following meal allowance applies:

- Breakfast £8.50
- Lunch £10.00
- Dinner £15.00

Bar service, room service drinks, use of mini-bars and in-room video costs are not reclaimable.

Foreign Assignments

- Claims for foreign assignments should be made on a separate green foreign expense form.
- Claim forms should be completed in the currency of the country visited and backed up with receipts.

Newspapers and magazines

- No newspapers or magazines may be claimed on expenses by anyone apart from Sport and District Reporters without the prior permission of the Managing Editor.

Expense Advances

- Expense claims are reimbursed monthly and therefore employees will not ordinarily receive advances against future expense claims.
- Cash advances may be made where:
- The employee will be based away from their normal place of work for a continuous period of time and a Managing Editor or a director has approved the advance.
- The employee must complete and submit an expense claim immediately on completion of the assignment and repay any surplus advance to the company.
- In the event that advances are not repaid, the company reserves the right to deduct any surplus advance from the employee's salary.

Payment Timetable

- Expenses will be reimbursed monthly as per the timetable published by finance at the beginning of the year. Expenses must be sent to managers for authorisation in line with departmental timetables.
- Expenses will be settled via BACS to the employee's bank account per the timetable published by finance. Claims received after this deadline will be settled the following month.

28 Pensions

Employees are eligible to join the Company's group personal pension scheme (GPP) on completion of three months service. The contribution structure is age-related as follows:

	Minimum employee contribution	Maximum employer contribution
Up to 34	2%	4%
35 – 44	3%	6%
45+	4%	8%

29 Notice periods

A staff journalist with less than one year's service shall be entitled to receive three months' notice of termination of employment.

