



# COMPANY HANDBOOK

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This Handbook has been prepared for the Pama Group of Companies

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## SECTION A - INTRODUCTION

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## Introduction

We take this opportunity of welcoming you to the Pama Group. We hope that your period of employment with us will be a long and enjoyable one. However, we ask that should any problems or issues arise to spoil your enjoyment of your time with us that you do not hesitate to contact a HR Representative, your Line Manager or one of the Directors themselves.

In the event that you do encounter problems you must refer to the section in this Handbook on Grievances in order to lodge a formal grievance in order that the Company can investigate and deal with any issues on your behalf the grievance procedure is there for your benefit and you are asked to use it and assist in making this company a better working environment for all its employees.

This Handbook, and its terms and conditions, form part of your Contract of Employment. All staff receives their own copy of the handbook although it does remain the property of the Company and would need to be returned should your employment end. It sets out the rights of both you and the Company and has been written for your benefit. The purpose of this Handbook is to inform and help you and it is expected that you will familiarise yourself with its contents. If you have any comments, queries or suggestions concerning any of its contents then you are asked to contact a Director, Line Manager or HR representative.

We hope that you find this company an exciting and challenging place to work and that you will make a significant contribution towards its continued success.

**Note: the policies and procedures below should be assumed to apply to the group of companies unless otherwise stated.**

**Note2: The document below refers to the forms section of Pama.com which is currently in development.**

## Suggestions

Any suggestions or comments which you have are most welcome if they are designed to improve the way we operate. They should in the first instance be made to your Line Manger and/or a Director.

We appreciate that we need our staff to succeed and therefore your happiness, efficiency and training is of great importance to us.

We really care what you think and how you operate and we can't help to fix what you haven't told us about.

If you wish to make an anonymous suggestion then you can do this by writing to one of the Directors or if you prefer, at the online suggestion box (please find the link at the top of the [www.pama.com/forms](http://www.pama.com/forms) page)

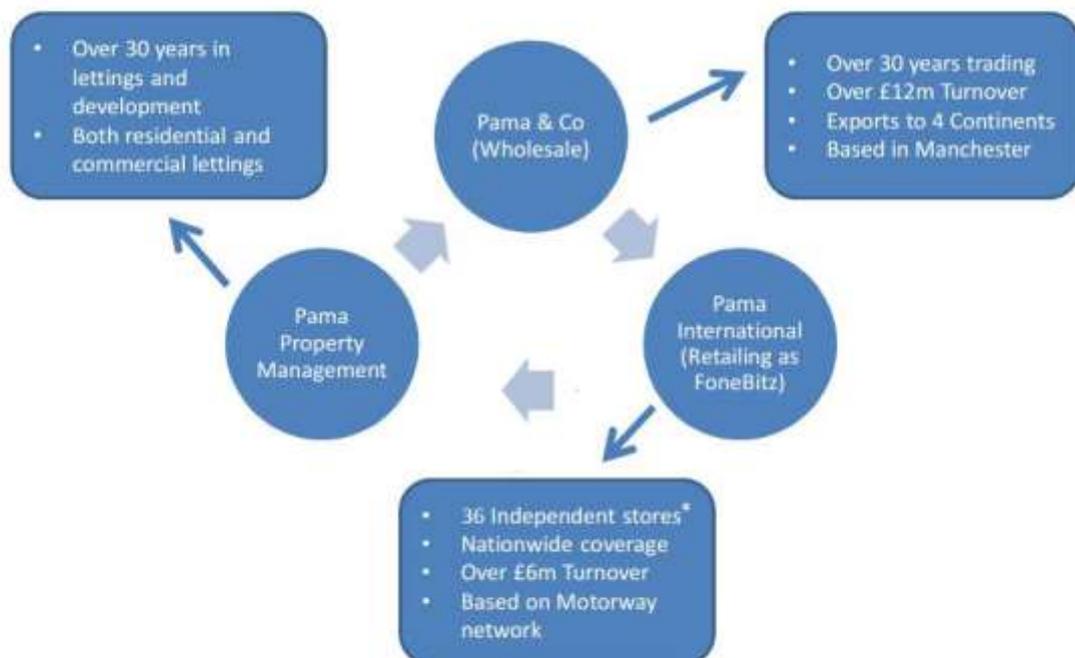
## About the Pama Group

The following pages are an extract from our company brochure.

# Welcome to the Pama Group



## One Group – Three Companies



\* information correct at time of going to press

# About Pama

- Pama was established on 7<sup>th</sup> July 1981
- The original Partnership was established by the Farshi family; hence the name Pama standing for Pa and Ma
- Pama started out as a retail operation, but quickly moved into wholesale, distribution and product development
- Pama places importance on diversifying our product range, and with both retail and wholesale we are well placed to understand the market.
- Today the Pama group consists of three companies; Pama Property, Pama Wholesale and Fonebitz, providing significant turnover and, more importantly, strong profit growth.

## Head Office

- Our head office building is a wholly owned 46,000 sq ft combined warehouse and office space situated close to motorway links but benefitting from city level infrastructure.



# Staff Profile

- Over 140 Staff across the group
- Most managers and senior staff have over 10 years with Pama
- Investors In People – Gold Award (Jan 2015)

# Awards

- Investors in People
- British Standard – ISO 9001:2008
- Queen's Award for Innovation (2001)

# Branded Products



# Key Partners

- Maplin
- Halfords
- Carphone Warehouse
- Fonua
- CPC
- Tesco Ireland
- Vodafone Ireland
- B&M



# Our Mission

- Quality, Quality, Quality
  - Quality People
  - Quality Products
  - Quality Service

# Our Vision

- Develop the People
- Develop the Company
- Develop the Profitability
- Continually

## Values Statement

As we pursue our quality mission combined with our vision of perpetual development these are the core values that we will uphold in our business. We will apply these values to all stakeholders (customers, employees, investors, suppliers, the community, the environment and society in general):

- 1) We adhere to our family culture by remaining open minded, approachable and supportive. From a leadership perspective we understand that great leaders build great teams and great teams get great results.
- 2) We will work with honesty and integrity, fairness and respect with the objective of developing partnerships. We will treat other people, their feelings and their property as we would our own.
- 3) In our desire to maintain constant progress we will strive to build long term relationships supported by loyalty, consistency and dedication accepting the consequence of our actions or inaction.
- 4) We will strive to be transparent and communicative across the Group of companies

## Corporate Social Responsibility Policy

We recognise that we must integrate our business values and operations to meet the expectations of our stakeholders (customers, employees, investors, suppliers, the community, the environment and society in general).

- We recognise that our social, economic and environmental responsibilities to these stakeholders are integral to our business. We aim to demonstrate these responsibilities through our actions and within our corporate policies.
- We take seriously all feedback that we receive from our stakeholders and, where possible, maintain open dialogue to ensure that we fulfil the requirements outlined within this policy.
- We shall be open and honest in communicating our strategies, targets, performance and governance to all our stakeholders.
- The Managing Director is responsible for the implementation of this policy and will make the necessary resources available to realise our corporate responsibilities. The responsibility for our performance on this policy rests with all employees throughout the company.
- We shall ensure a high level of business performance while minimising and effectively managing risk, ensuring that we uphold the values of honesty, partnership and fairness in our relationships with all our stakeholders
- Our contracts will clearly set out the agreed terms, conditions and the basis of our relationship and will operate in a way that safeguard's against unfair business practices
- We shall encourage, by means of preferential consideration, suppliers and contractors who adopt responsible business policies and practices similar to our own.
- We will register and resolve customer complaints in accordance with our standards of service.
- We shall support and encourage our employees to help local community organisations and activities in our region, particularly our employee-chosen charities.
- We shall work with colleges and universities to assist young people in choosing and developing their future careers, being an advocate for our industry
- We shall operate an equal opportunities policy for all present and potential future employees and will offer our employees clear and fair terms of employment and provide resources to enable their continual development
- We shall maintain a clear and fair employee remuneration policy and shall maintain forums for employee consultation and business involvement
- We shall provide safeguards to ensure that all employees of whatever nationality, colour, race or religious belief are treated with respect and without sexual, physical or mental harassment
- We shall provide, and strive to maintain, a clean, healthy and safe working environment in line with our Health and Safety policy and safe systems of work. We shall develop Environmental policies and objectives as part of the business planning cycle.



## SECTION B - GENERAL RULES

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## 1. References, CV's and Qualifications

You have confirmed that the particulars contained in any Curriculum Vitae supplied by you including details of your qualifications and all other representations, whether verbal or in writing, which are made to the Company or any Recruitment Consultancy in relation to your employment are true and not misleading and that you are free to enter into this employment and that by so doing you are not breaching any obligation to any third party. Any breach of contract or warranty to any other party will be treated as an act of gross misconduct and is subject to disciplinary action, which may result in termination of your employment.

Your employment is subject to the Company obtaining satisfactory references from your given referees. If this condition is not fulfilled to the Company's satisfaction your employment shall not stand and the Company shall have no obligation to carry out the terms of this contract save for accrued wages.

## 2. Right to Work

You are to provide, if asked by the Company, evidence of entitlement to work in the UK. Such evidence would be one of the following original documents:

- Your passport showing that you are a British citizen or a citizen of the UK and Colonies with a right of abode in the UK.
- Your passport or national identity card showing that you are a national of the European Economic Area (EEA) or Switzerland. If you are a Croatian national, you must also provide an original valid accession worker authorisation document or, if you are exempt from authorisation, your registration certificate confirming your exemption or you must prove your exemption by other means.
- Your registration certificate or document certifying your permanent residence issued by the Home Office on the basis that you are a national of an EEA country or Switzerland.
- Your permanent residence card issued by the Home Office if you are a family member of a national of an EEA country or Switzerland.
- Your current biometric immigration document issued by the Home Office indicating that you are allowed to stay indefinitely in the UK or have no time limit on your stay in the UK.
- Your current passport endorsed to show that you are exempt from immigration control, allowed to stay indefinitely in the UK, have the right of abode in the UK, or have no time limit on your stay in the UK.

If you do not have one of the above documents we can accept one of the documents from the list below provided that it is produced in combination with an official document issued by a government agency or a previous employer giving your name and permanent national insurance number:

- Your current immigration status document issued by the Home Office with an endorsement indicating that you are allowed to stay indefinitely in the UK or have no time limit on your stay in the UK.
- Your full birth certificate issued in the UK stating the name(s) of at least one of your parents.
- Your full adoption certificate issued in the UK stating the name(s) of at least one of your adoptive parents.
- Your birth certificate issued in the Channel Islands, the Isle of Man or Ireland.
- Your adoption certificate issued in the Channel Islands, the Isle of Man or Ireland.
- Your certificate of registration or naturalisation as a British citizen.

If you do not have the above documents we will accept one of the documents from the list below. However, please note that you will be required to provide evidence of your renewed right to live and work

in the UK at the expiry date of the relevant current permission. Failure to do so may result in your employment being terminated:

- Your current passport endorsed to show that you are allowed to stay in the UK and do the type of work in question.
- Your current biometric immigration document issued by the Home Office that indicates that you can stay in the UK and are allowed to do the work in question.
- Your current residence card or document issued by the Home Office if you are a family member of a national of an EEA country or Switzerland.
- Your current immigration status document with a photograph issued by the Home Office with an endorsement indicating that you can stay in the UK, and are allowed to do the type of work in question or a letter issued to you by the Home Office. However, these documents must be produced in combination with an official document giving your permanent national insurance number and your name issued by a government agency or a previous employer.

If you are able to produce only a certificate of application (which must be less than six months' old) issued by the Home Office to a family member of a national of the EEA or Switzerland stating that you are permitted to take employment, or an application registration card issued by the Home Office stating that you are permitted to take the employment in question, your employment is conditional on us being able to obtain a Positive Verification Notice from the Home Office employer checking service. You will be required to provide ongoing evidence of your right to live and work in the UK six months from the date of a Positive Verification Notice. Failure to do so may result in your employment being terminated.

### **3. Probationary Period**

All new staff or recently promoted staff will be required to undertake a Probationary Period of 6 months (or as specified by way of an offer letter if different). This period is in order to determine your suitability for the post and is a two way process for the benefit of both you and the Company.

During your Probationary Period you will have a monthly review, whether formal or informal, in order that you are aware of your progress and how the Company judges your performance.

After your first 4 weeks, your employment may be terminated on one week's notice unless specified to the contrary, given in writing by the Company at any time during or at the end of this period without recourse to the Disciplinary Procedure. During the first 4 weeks, no notice is required.

The Company is committed to being an Equal Opportunities Employer and any Appraisal is not a personal decision but Company policy.

#### ***Disciplinary Process***

After the first 4 weeks, but during the Probationary Period you may be subject to Company Disciplinary Rules where necessary, however, if the Company decide to dismiss you with notice as a result of following these Disciplinary Rules you will only be entitled to notice of one week during this Probationary Period except in the case of Gross Misconduct which means the Company will be entitled to summarily dismiss.

#### ***Notice Period***

You will be required to give a period of one week's notice during your initial probationary period and up to one years' service. After this time you will be required to give one weeks' notice for each year of continuous employment up to a maximum of 12 weeks.

#### ***Holidays***

You are only entitled to accrued holidays in your probationary period.

## **4. Additional Duties**

You may from time to time be asked to perform additional work which is not covered by your job description, whether this is covering someone who is absent from work or whether it is simply watching someone else's phone whilst they are out of the office or away from their desk for a short period of time. If and when such circumstances arise you are asked to be as flexible as possible both within the confines of your Job Description and otherwise in an effort to co-operate with those with whom you work.

Remember if you help others, others will help you.

## **5. Time Keeping**

Punctuality is required from you particularly when you have appointments either within Company premises, with your colleagues or seniors, or externally at other premises.

The times in your Contract of Employment are to be regarded as the times that you commence and finish work and NOT arrival and departure times.

Departures from the workplace during working hours for whatever reason are to be recorded and advised to the correct people in accordance with company policy. This is for reasons of Health and Safety as well as for the benefit of the business.

Food at lunchtime must be consumed during the agreed lunch time period unless otherwise agreed or stated.

### ***Disciplinary***

Failure to comply with these rules, or breach of any time keeping or notification rules may result in disciplinary action being taken against you which could, in some circumstances, lead to your dismissal.

Fraudulent clocking in and out by asking other people to clock in or out for you may result in dismissal.

### ***Clocking In and Out / Booking In and Out***

Employees who are required to clock in and out or sign in and out must only clock their own card or sign their own name. If computerised records are used for timekeeping, employees must not seek, nor encourage other staff on their behalf, to falsify these records.

Clocking another employee's card, signing their name, or signing into a software package with their ID will be considered an act of gross misconduct and disciplinary action may be taken. If an employee finds another employee has accidentally clocked in for them, they must report this to their manager immediately.

Three minutes grace is allowed at the beginning of the shift before an employee is considered late. Employees who are more than three minutes late or leave early will have their wages calculated from the next quarter of an hour.

### ***Lunches and Breaks (Pama & Co Ltd Only)***

You are required to keep accurate time keeping whilst on break. Your entitlement to a lunch break is 30 minutes each day plus 2 x 15 minute breaks. These lunch times are unpaid. This total 1hr break time may be varied on agreement with your Line Manager.

### ***Overtime***

Hours worked as overtime may be paid or unpaid as identified in an employee's written statement of terms and conditions of employment. All paid overtime must be authorised by the employee's immediate manager prior to being worked. All overtime is at management discretion.

Your regular hours of work are those that are referred to in your Contract of Employment.

### ***Stocktaking (Pama & Co Ltd only)***

Employees may be expected to work two weekends per year for stocktaking purposes when required.

## **6. Salaries & Salary Reviews**

### ***Payment of Salaries***

#### **Pama & Co Employees**

- Salaried staff: For each full calendar month worked, one twelfth of annual salary is payable by bank credit transfer to reach your bank account not later than the 25th in each calendar month.
- Hourly paid staff: Paid for each hour and part hour worked between 21<sup>st</sup> of previous month and the 20<sup>th</sup> of the current month, paid by BACS into your bank account not later than the 25th in each calendar month.

#### **Pama International Employees**

For each full calendar month worked, one twelfth of annual salary is payable by bank credit transfer to reach your bank account on 15<sup>th</sup> of the following month.

For periods of less than one month at commencement or termination of employment one two hundred and sixtieth of annual salary will be paid for each working day of employment.

Pay slips are posted out.

Advices for staff absent through sickness will be posted on request.

### ***Salary Reviews***

Salaries are reviewed annually.

## **7. Bonus & Commission**

In the event that you are entitled to any bonus or commission as part of your role; you will be informed of this by way of your Offer Letter or similar.

Any bonus/commission will be paid to you in your monthly pay and will be subject to both taxation and national insurance under the same rules as your basic salary.

### ***Bonus Payment***

Where applicable any bonus payments are paid as described in an employee's Written Statement of Terms and Conditions of Employment. Payments are subject to the following conditions:

1. Bonus payments are subject to tax and national insurance deductions.
2. Bonus payments will be calculated on a pro-rata basis for employees who are absent due to parental leave or sickness.
3. No bonus will be paid if, for whatever reasons an employee is under notice or has left the Company at the payment date.
4. Bonus payments are discretionary and may be amended or discontinued at any time.

## **8. Quality Policy**

The goal of Pama & Co Ltd is to supply the highest quality accessories for the cellular, citizen band and PMR industry, which satisfy the requirements, needs and expectations of our customers, including any statutory and regulatory requirements, and seek to exceed them in every way possible.

To achieve this goal the company has established and implemented a quality management system which meets the requirements of ISO 9001:2008 and is implemented across the whole of the company and embraces all of the activities which impact upon our customers. The Directors and senior managers are committed to ensuring that the system is effective in achieving quality and satisfying customers both now and in the future. Regular audits, reviews and statistical techniques are utilised to maintain and continuously improve the system. Director Board meetings provide the framework for the review and setting of quality objectives.

The Quality Coordinator is the management representative and irrespective of his other responsibilities shall ensure that the quality management system is established, implemented and maintained in accordance with the above mentioned standard. He is also responsible for monitoring the operation of the quality management system and has the organisational freedom to recognise quality problems and to initiate, recommend or provide solutions to these problems. If any conflict arises between senior management and the Quality Coordinator this shall be resolved by the undersigned.

All personnel have the authority to work within the scope of their responsibilities and the company acknowledges the requirement to train all personnel to effectively implement their duties.

The requirements of our quality management system are mandatory on all personnel who are aware of the importance of their activities and how they contribute to achieving the quality objectives.

The quality policy is communicated, understood and implemented at all level of the organisation via the induction and ongoing training programme. The policy is reviewed periodically to ensure its continued suitability and applicability.

## **9. Inventions**

The law relating to inventions is governed by the Copyright, Design & Patents Act 1988 and should you make an invention then you are protected by a statutory scheme of compensation detailed in that Act. However, there are circumstances in which such an invention will be regarded as belonging to the Company;

- If you made the invention in the course of your normal duties and it might be expected to result from these duties;

Or

- If you made the invention outside the course of your normal duties but during the performance of duties specifically assigned to you that an invention may be expected to result from these;

Or

- If you made the invention during the course of any of your duties and at the time you had a special obligation to further the Company's interests arising from the nature of such duties and from your particular responsibilities.

If the invention was not made under any of these circumstances it will be intended between you and the Company that the invention belongs to you. If the invention properly belongs to someone other than you in the first place then none of the above rules affect that original ownership.

## **10. Intellectual Property Rights**

The Company owns the rights to any product, process, know-how, design, writing or similar tangible or non-tangible manifestation of knowledge that you create, make or discover whether alone or jointly, in association with your employment or which is relevant to the Company.

Any Intellectual Property is owned solely by the Company and you must comply with reasonable requests to assist in the preparation or execution of all/any documents necessary for the protection and exploitation of any rights connected with Company Intellectual Property.

## 11. Office / Warehouse / Shop Tidiness

Please remember that you work in a Professional Environment and should appear as such.

Fire Exits and all passages must be kept safe and clear at all times.

Those working in the Pama & Co office should ensure that their work is put away each evening and their office as a whole is tidy. In particular no files, correspondence or client's books should be left on the floor, desks or desk drawers. Desk drawers should be kept tidy.

The warehouse must always be kept tidy and good order as to adhere to health and safety regulations

It is imperative that all workers in Fonebitz stores ensure their respective shop is of suitable appearance in order to attract potential customers. Your store must be well stocked with appropriate point of sale displays clearly visible. Stock displays must be clean and dust free.

All company vehicles should be well maintained and to a good clean hygiene standard.

## 12. Parking

### *Fines and Tolls*

You may claim for receipted parking, toll cost and congestion charges incurred on company business.

You may only claim money inserted in parking meters and tolls by filling in the usual mileage forms provided with reference to the visit.

Claims for any fines, penalties and excess, etc. are not allowed. They are your responsibility. Please pay immediately to avoid extra charges. In case of difficulty, inform the purchasing department so that payment can be made on your behalf. This will then be invoiced to you.

### *Registering at services*

The following procedure should be used to ensure your car is registered at any motorway services you may work at:

Register your car to your main site.

If you cover shifts at other sites, you will need to tell them every day - normally in WH Smiths before you commence your shift. Failure to do this might leave you liable to the site parking tariff.

It is no longer possible for us to register your car to multiple sites and it is becoming increasingly difficult to have fines overturned after the fact, so please be careful.

**REMEMBER TO TELL US IF YOU CHANGE YOUR CAR.**

## 13. Appointment Diaries

Diaries should be maintained by all Directors and Managers recording all details of the time and place of appointments and holidays. This is for health and safety and also for the good of the office in order that we can ascertain exactly where you are and how long you will be out of the office at any one time.

## 14. Computer Policy

While the Internet is a great resource for our organisation, it is the responsibility of each employee to use this resource responsibly and respectfully. Company computers are provided for work related use. These computers should not be used for personal use without prior approval from the IT dept.

### *Guidelines*

Where personal use is permitted, it is assumed that the predominant use of these resources will be work related, and that any personal use of electronic mail or the World Wide Web will be limited; never a priority over work matters. If an employee is found spending excessive time on personal use of these resources, this privilege may be revoked for that employee.

You are not permitted to install your own software on any company computers, without prior approval from the IT department. Failure to comply may result in users being held personally responsible for any data loss or penalties imposed for breach of copyright.

You may not use company Email to harass, flame (send abusive Email) or defame or disclose unauthorised information, or transmit pornography. You should not participate in chain Emails, and should not distribute any non-work-related graphics that you receive. You may not use email to forward confidential or proprietary information, unless it is required by your job role. Employees may encrypt their email and files only with the use of software approved by the company. This software may provide for retention by the company of any key necessary to access encrypted messages. You must scan any executable files (exe) received via the internet with an updated virus checker. Improper usage of Email may pose a threat to system security, the privacy of staff and others, and the legal liability of the company.

Unless permission has been granted for personal use, you may not use the web to browse non work-related sites. You should not download any unauthorised software from the internet (this includes community messaging software and software used to decode audio/video files). You may not use the web to view pornographic material. Failure to comply may result in the termination of your employment.

Streaming Audio or Video affects the total bandwidth available to the group. In most cases this will have a detrimental effect on legitimate business applications. Streaming media should not be accessed without specific written permission, which may be granted on a case by case basis. Internet Radio should not be accessed, nor music played as the company do not have licences for this. We also do not have a TV licence.

You are required to provide a secure password for use on the company's computer network. Messages cannot be protected from unauthorised access caused by users failing to maintain password confidentiality, or leaving the computer unattended when he or she has logged onto the system. Users will be responsible for any email sent using their unique login and password, or of any web sites visited while logged in. Users are encouraged to lock their desktop to avoid unauthorised use of their computer.

Removable storage devices may only be used if written approval has been granted for their use by the IT department. Approval may be granted on a case-by-case or limited time basis. You may be required to encrypt the data stored on your USB pen or flash drive.

You may not use CD burners or any other form of data storage to transport company information without prior written permission from the IT Department. If permission is granted, it may be a requirement that any data is stored in encrypted format.

If laptop computers or smartphones are used to access sensitive company information such as email, in all cases these devices should have access passwords in use, so that in the case of a device being lost or stolen, unauthorised access is more difficult. You may not copy any information or software stored on your desktop or laptop computer for personal use.

The company reserves the right to connect remotely and/or monitor your computer use. In most cases your prior consent will be sought, but if this is not available (for example if you are away from your office or on the phone) the company may alert you that your computer is being monitored via the computer screen. The company use various methods of remote control, including LogMeIn, and VNC. Uninstalling or exiting these programs will mean that remote support is not available until they are started again. In the situation where there is no-one at the PC, this can mean that no support is possible. The company therefore will treat any discontinuing (including uninstalling or exiting or taking offline) of remote software as a failure to comply with this policy.

Failure to comply with any of the above requirements may result in disciplinary action being taken, which may lead to the termination of your employment.

### ***Confidentiality & Sensitive Information***

This is covered by the "Confidentiality" policy later in this handbook.

### ***Email***

Electronic mail sent from the company should be treated the same as any other communication that is sent. All communications represent the company as a whole, and as such, should be written in a professional and appropriate manner. This also applies to any material that is published on the company's World Wide Web site.

Although network security features (passwords, access restrictions, etc) have been implemented, your Email can still be accessed, and your internet activity can still be monitored by the company.

Email should be regarded as an insecure medium unless it has been encoded or encrypted. Email is often compared to a postcard in that anyone who receives it can read it. Email may also be read if it stored on a server during transmission. System administrators are also capable of reading the contents of Email sent and received by the company network. This means that the company has access to all Emails sent or received over the internet or intranet.

Most electronic documents are backed up and are therefore recoverable. In other words once you delete your Email from your inbox it may still be recoverable. Other information stored on the network include the date and time the Email was sent or received, as well as the Email address of the sender and recipients.

The company reserves the right to view any Email on its server or any Email that has been backed up at any time. The company will not view Email logs unless there is a legitimate cause to do so.

Audit information will not be released to a third party without the production of a legal authority. Where the company initiates action to actively monitor a person's email, that person will be informed in writing that this action will occur, and be provided a reason for this action.

You should be aware that failure to comply with this policy may result in disciplinary procedures, which may lead to the termination of your employment.

## **15. Computer Training**

You will be shown as part of your induction process how to use and access the computer system that is relevant to your role. If at any time after your induction you forget, are not sure, or cannot access the system you must request further help and training. The Company would always rather you asked and were shown again than save data in the wrong place so that it cannot be retrieved again. However, it is your own responsibility to ask for help and no one can help if they are unaware of the problem.

If, as part of your job you require a new computer package to be purchased or a new piece of software, you should bring this to the Company's attention and a decision will be made by a Company Director who if necessary will seek Directors authorisation on your behalf.

## **16. Laptops and External Data Access**

This policy is intended to cover the use of business laptops, smartphones, and other devices which can access the company's data from outside of our premises. We shall refer to these as "external devices" or "ED's". This includes VOIP phones which connect to our phone system and any web browser which accesses the company's email system, as well as any device used to remote control a company computer, including home machines not owned by the company.

### ***Software***

Company laptops are issued for business use and as such it is forbidden to install any software which has not been expressly authorised by the IT department. You should also make sure that any automatic updates are applied in a timely manner, including operating system and antivirus updates.

If we find a laptop which has had software installed or which is out of date, we may reduce your permissions within the operating system to prevent you installing anything else. In extreme cases, you may be subject to disciplinary action.

### ***Passwords & access control***

Various ED's may be used to access a range of company services, for example to remote control a computer here, to access Kerio Webmail etc. It is your responsibility to ensure that if you have accessed these services, that your passwords are NOT remembered on your ED and that you also have strong passwords in place which will prevent access to our services in the event that your ED is lost or stolen. The ED itself should be locked with a strong password when not in use, and should not be used by anyone other than the staff member it has been issued to.

### ***Theft or loss - procedure***

If your ED is lost or stolen, you MUST inform IT immediately so we can initiate a security check and change your access. If this loss is outside company hours, please contact Mark Smitham on 07973 272734 or Kevin McHugh on 07767 884477. Failure to do this will leave your user accounts - and the company's systems - open to abuse and the company will regard this as a very serious breach of your conditions of employment.

### ***Viruses***

If your ED gets a virus, or you suspect you may have a virus, you are expressly forbidden to access the company's external services until cleared to do so by IT. You must also contact the IT department at the soonest opportunity within working hours. The phone number for this is 0161 494 4320. Again, if by your action (or inaction), damage occurs to our systems or equipment, then this may be regarded as a disciplinary issue.

### ***Content***

The company does not issue equipment to be used for personal use. Any non-work related content which a user saves to an ED is the responsibility of the user to back up. All such content should also be appropriate for a company device. Examples of inappropriate content include (but are not limited to), pornography, racist or sexist literature, offensive jokes, pirated copyright material etc. If your ED has been issued for demonstration to clients, this is particularly serious, and in any event may be subject to disciplinary action.

### ***Backups***

If your ED has work-related content saved to it, then it is a user's responsibility to back up regularly. IT can issue backup drives on request and train users in the appropriate methods. Failure to do this may result in unrecoverable loss of your data. If such data is work related, its loss may be subject to disciplinary action.

## **Health & Safety**

The use of ED's can raise various health and safety issues. If you have a laptop, do not balance it on your knees as the underneath can occasionally become hot. Ideally sit at a table, in an appropriate chair, with the device at the correct height for use. Sit square on to it, rather than at an angle. If you experience symptoms such as wrist pain, eye strain or headaches, please consult IT immediately.

## **Accidental Damage**

Company insurance will cover substantial loss due to damage or theft, but if negligence is proven, the company reserve the right to deduct any costs from your salary. In all circumstances, damage to company equipment should be notified to IT immediately.

## **17. Communication and Social Media**

The scope of this document covers all electronic communication whether by fax, email, text message, internet posting, chat messaging or social network usage. Typically, social networks would refer to Facebook, LinkedIn, Twitter, MySpace but the lack of explicit reference to a specific site does not limit the extent of the application of this policy.

Where no policy or guidelines exists employees should use their professional judgement and take the most prudent action possible, consult with your line manager if uncertain.

### **Your Identity Online**

You are responsible for what you post.

Please be aware that although we respect the right of free speech and privacy, if your online presence is linked to your employment with the company, then any activity may reflect on the company and as such, we would expect you to uphold the highest standards of professionalism and dignity.

- Follow the rules in the Company Handbook. These rules also apply to employee behaviour within social networking and other public online spaces.
- Obey the law. Do not post any information or conduct any online activity that may violate applicable local, statutory or common laws or regulations.
- Never use a Company client's name in a blog or posting unless you have written permission to do so.
- Never disclose, directly or indirectly, proprietary or confidential information.

### **Confidentiality and Privacy**

Don't disclose confidential or proprietary information. Sharing this type of information, even unintentionally, can result in legal action against you, the Company or the client.

Respect the privacy of your colleagues as well as the opinions of others. Before sharing a comment, post, picture or video about a client or a colleague through any type of social media or network, obtaining the client's or colleagues consent is not only a courtesy, it is a requirement.

### **Potential Conflicts and Red Flags**

Get approval for a post when:

- Responding to a negative post about the Company or Company clients.
- Posting recommendations for colleagues (even if you are making the recommendations personally and not on behalf of the Company). This includes LinkedIn "endorsements". You must clear all potential recommendations and comments with the Managing Director for anyone who is or was ever associated with the Company.

- Responding directly to a journalist. If you are contacted directly by a journalist regarding issues of concern to the Company, clear the query before responding.

### **General Guidelines**

The company expects that all such communication should conform to the following guidelines:

- Under no circumstances should any confidential company information be disclosed, posted or referred to without prior written approval from a director.
- Under no circumstances should any information about a colleague or a group of colleagues be disclosed, posted or referred to without prior written approval from a director.
- Under no circumstances should information that has been trusted to the company by a third party or trading partner be disclosed without prior written approval from a director.
- Under no circumstances should any offensive, racist, sexist or derogatory language be used even if the intent is to be humorous.
- Under no circumstances should illegal content be published, posted or referred to.
- Under no circumstances should company trademarks or logos be used without prior written approval from a director.
- Under all circumstances we would expect our staff to be careful and conscious of the possibility that what they publish could reflect on the company and that bringing the company into disrepute is an extremely serious breach of our standard employee contracts.

Usage of social media sites, internet chat rooms, or all other electronic communications during work time is covered in the group IT policy, above.

## **18. Mobile Phone Policy**

### ***Standard Policy***

As part of its normal business procedures, The Pama Group may issue an employee with a mobile phone handset and a contract (or pay-as-you-go) sim card. Pama regard this as a privilege which is primarily for business use, and as such would expect personal use to be kept to a minimum. The following sets out our reasonable expectations for company mobile use, and we would point out that contravention of these expectations may result in disciplinary action. In certain circumstances the company may also seek to recover costs if negligence is proven.

### ***Texts and Internet***

Non-voice usage (text messaging or GPRS / WAP / 3G internet usage) is not by default included within the company price plans. Therefore all such activity must be notified to IT prior to use and any changes to contracts must be authorised by a director.

### ***Billing***

Telephone bills are closely scrutinised and excessive or inappropriate usage will be flagged and notified to a line manager.

### ***Non-Geographic Numbers***

The employee should make reasonable efforts to ensure that all calls to non-geographic numbers such as 0870, 0845, 0800 should be made from a land line. Where mobiles need to be used, please keep calls to a minimum. 09 or premium rate numbers should not be called without the explicit prior written consent of a director.

### *Phone usage while abroad*

Under no circumstances should any company phone be used whilst abroad without the explicit prior written consent of a director. The company would encourage all mobile users to buy a low cost p-a-y-g sim to use while abroad, and under some circumstances this will be refundable through expenses. Internet use while abroad is explicitly forbidden and to this end data-roaming should be turned off.

### *Equipment*

As is the case with any company owned equipment, accidental loss or damage to your mobile handset will under normal circumstances be covered by insurance. However if such damage or loss is due to negligence or is deliberate, the company may pursue disciplinary action. In extreme cases the company may seek to recover the cost of replacement equipment, or their equivalent value.

All handsets and equipment issued during the course of your employment remains the property of the Company and must be returned as requested in the condition in which they were supplied. The Company reserves the right to recover the cost of any lost/stolen/damaged property from the employee where necessary.

### *Safe Usage*

Please note that the use of mobile phones (whether receiving or making calls, text messaging or accessing data) whilst driving is prohibited. This includes all company vehicles, stacker trucks or any dangerous equipment or machinery, or when an employee is working around these, for example in the warehouse.

## **19. Telephone Calls**

Staff should always consider the cost effectiveness of telephone calls and whenever possible should make calls during the cheap rate periods, and to geographic rather than mobile numbers. Staff may only make telephone calls from client's premises with the express permission of a senior member of the client's staff.

Personal telephone calls are allowed only in the case of emergency, and with the prior permission of management. It is Company policy that you may not use Company telephones to make personal calls at work. The Company recognizes that there may be necessity to make such a call from work but permission must first be sought from your Manager. Similar considerations apply in relation to the fax, photocopier and use of personal mobile phones. Personal mobile phones should only be used to make emergency calls.

## **20. Sample Stock Policy**

The scope of this policy applies to all stock items taken from the company's warehouse for the purpose of demonstration or other use, but not sold or written off stock. For ease of use this stock will be referred to as "rep stock" but there is no implication within this phrase that this policy only applies to staff who are classed as "Reps".

### *General*

Rep Stock is issued on the understanding that it will be returned at some future point, and that on its return it will be fit for sale. This implies that while it is in your care you will take all reasonable precautions against it being lost, stolen or damaged.

### *Procedure*

Pama's computer system tracks the stock issued by use of virtual warehouses and location codes. It is important that the company knows that this information is both accurate and up-to-date. When you are given stock you will be presented with a picking note by the warehouse and you should sign this to acknowledge receipt. If the note is inaccurate or incomplete, you should notify the warehouse supervisor or warehouse manager of this and refuse to sign.

Once the stock is in your possession, you will receive a monthly update of what the system thinks you have. It is your responsibility to ensure that you receive this update and that you check that it is correct. Any inaccuracies should be reported to purchasing immediately.

When you return the stock to the warehouse, you must raise (or ask to be raised) a warehouse transfer back to the main warehouse. This will produce a pick note and a member of warehouse staff will come and pick the stock from you.

The pickers are instructed NOT to accept stock which is damaged or otherwise unfit for sale, so if you have stock like this please inform purchasing who can write it off, DO NOT include it in a warehouse transfer. Once the warehouse have taken back the goods, they will complete the paper trail and the stock will be removed from your list.

**IMPORTANT: DO NOT GIVE OVER ANY STOCK TO ANYONE WITHOUT THE APPROPRIATE PAPERWORK.**

### *Write-offs*

Occasionally, samples need to be destructively tested, given away, sold or otherwise disposed of and in such cases you should email purchasing immediately to request that they write off this stock.

### *Missing or damaged stock*

In the event that stock has gone missing, or has been stolen, or is otherwise unfit for sale, the company will undertake an investigation. In this instance you will be asked to explain the situation. In the case of negligence, you may be asked to pay some or all of the cost of the damaged, missing or lost stock. This may also be subject to disciplinary action.

## 21. Vehicle Users' Handbook

(THIS COMPANY CAR POLICY TO BE KEPT IN THE COMPANY VEHICLE AT ALL TIMES)

### *Introduction*

This handbook has been prepared to give you essential information about driving on company business, whether using a vehicle allocated to you by Pama, hereinafter referred to as the Company vehicle.

Reports of loss or your involvement in accidents, together with any queries relating to the vehicles including insurance, should be made to Rodney Wilkinson (0161 494 4273 [r.wilkinson@pama.co.uk](mailto:r.wilkinson@pama.co.uk)) if he is not available contact Kevin McHugh (0161 494 4312 [k.mchugh@pama.co.uk](mailto:k.mchugh@pama.co.uk)).

A vehicle is a valuable asset and it should be treated as such at all times, whether you are driving on company business or privately. Please remember that you are responsible for the cleanliness and care of the vehicle allocated to you and that it represents your own image and that of the Company.

You must not accept a company vehicle or otherwise drive or attempt to drive a company vehicle unless you are in possession of a valid full driving license, which has been inspected and approved by HR Admin and signed off by Kevin McHugh.

### *Your responsibilities toward company vehicles*

As a recipient of a company vehicle, it is your responsibility to ensure that:

- The car is looked after and treated in a proper manner on behalf of the Company.
- The car is regularly serviced according to the manufacturer's handbook
- The correct fuel is used in accordance with manufacturer's handbook
- The tyres are maintained in good condition, at the correct pressures and with a minimum of 1.6mm tread depth across the central three-quarters of the tyre tread width and around the entire outer circumference of the tyre
- Attention is given to levels of oil, battery, radiator (antifreeze in winter) and brake and clutch fluids and tyre pressures as identified on the dash board (if you require assistance with any of these points, please refer to:
  - Wholesale: Graham Barber 0161 494 4313 [g.barber@pama.co.uk](mailto:g.barber@pama.co.uk)
  - FoneBitz: Kevin Turnbull 0161 494 4316 [k.turnbull@fonebitz.co.uk](mailto:k.turnbull@fonebitz.co.uk)

Glass chips should be reported to the people as above for immediate repair.

The vehicle must be kept in good and proper repair condition at all times - fair wear and tear excepted. Fair wear and tear does not include the following:

- a) Body work scratches or dents, small scratches or chips
- b) Deep scratches on glass.
- c) Stains, burns or tears on seats, headlining or carpets
- d) Electrical equipment not in working order

All items detailed in a) to d) must be reported to the Company for correction when they occur. The Company reserves the right to charge you for the cost of repairing any damage to the vehicle caused as a result of your negligence.

### *Drivers - Permission to Drive*

Only persons authorized and approved by the company and holding a valid full driving licence may drive a company vehicle, with the permission of the company vehicle driver. Certain company vehicles are subject

to drivers' age restrictions; if this applies to your vehicle, you will be informed. If you are in any doubt about who is permitted to drive your vehicle, please refer to Kevin McHugh.

The company vehicle driver is responsible for the vehicle and for anyone who drives it. You will be required to fill in an additional driver form should you wish anyone other than an employee of the Company to drive the vehicle and to provide their driving licence for inspection.

PLEASE NOTE:

It is the responsibility of the company vehicle driver to ensure that the driver has been authorized and is in possession of a full driving licence. Should any claim be disallowed by the insurance company as a result of this not being the case, then the company vehicle driver shall be liable for the full costs of repair met by the Company or replacement and any third party claim.

It may be necessary for the vehicle to be used by other employees of the Company during the working day. Reasonable access to the vehicle should not be refused.

*Permitted Use*

The vehicle, whether owned or hired by the Company may be used for social, domestic, and pleasure purposes as well as on company business.

It must not be used for:

- Driving instruction, racing, pace making or reliability trials.
- Any business purposes not connected with the Company.
- Carrying loads for which it is not designed.

*Driving Licence/Fitness to Drive*

It is an offence to drive a vehicle on a public highway without a valid licence. The Company places upon you the responsibility to notify them of any endorsements or disqualification imposed. Under no circumstances may a car be driven after you have been disqualified or rendered medically unfit.

You must also advise the Company of any endorsements or disqualification imposed on any additional driver authorized to drive your vehicle. As far as both you and any additional driver is concerned this information must be given even if the offences occur whilst using any other vehicle as well as the company vehicle.

If you have any doubts about your fitness to drive, these should be discussed in the first instance with your Manager. If you take medicinal drugs, whether on prescription or otherwise, you must make certain that they do not produce side effects that would adversely affect your ability to drive. It is your responsibility to ensure the safety of yourself and other road users – if you are in doubt about the effects of any medicine, consult your doctor.

*Driving Offences*

The Company accepts no liability for fines incurred following motoring offences involving your use of any vehicle. Responsibility for any motoring offences committed by you is yours alone.

Non-payment of fines resulting in charges to the Company will subsequently be charged to the driver responsible for the offence.

*Seat Belts*

It is a legal requirement for the driver, front seat and back seat passengers to wear seat belts. You may fit a child's safety harness if required.

### *Health and safety whilst driving on business*

It is the policy of the Company that all personnel will take reasonable care to safeguard themselves and others whilst driving on the Company's business. All employees are expected to exercise their own judgement about what is reasonable whilst driving company vehicles but all company vehicle drivers and managers responsible for company vehicle drivers are to take note of and act upon the following guidelines:

- Plan the journey well ahead, do not attempt to read maps while driving
- Allow sufficient time for the journey, making a reasonable allowance for likely delays
- Do not attempt to undertake lengthy journeys that would necessitate many hours of driving combined with work. For example, if your total driving time is likely to significantly exceed six hours in a day, in addition to working at a client's premises, or your work at a client's premises would require you to drive a long distance either very early in the morning or late at night, consider arranging an overnight stay
- Do not drive whilst tired, take as many rest breaks as you need and if you feel drowsy, have a short nap of no more than about fifteen minutes
- Do not attempt to drive if your ability to do so is impaired by the consumption of alcohol or any other recreational drug or medicine of any kind
- Do not attempt to drive or continue to drive if you feel unwell
- Do not use any kind of mobile telephone whilst driving. If you need to use a mobile telephone, park your vehicle in a safe place, turn the engine off and remove the keys from the ignition – the use of any sort of mobile communication device is considered to be a distraction from driving and it is Company policy that we refrain from doing so.

### *Notes about the use of mobile telephones*

The Company does not expect any employee to use the telephone in any way whilst driving. If, for example, you are running late for an appointment and need to call the client to inform them, you must follow the guidance above, rather than attempt to make a call whilst driving.

Use of a mobile telephone includes dialling a number with the phone in a hands free cradle. Driving is defined as sitting in the driver's seat with the engine running. You must not answer any telephone calls whilst you are driving, so it would be best to turn your mobile off when you are in your car. Please use your answer phone to pick up messages when you are driving.

### *Accidents and breakdowns*

If you are involved in an accident or your vehicle breaks down, please safeguard your own safety by following the guidelines below:

- If your vehicle has broken-down, park as safely as possible, as far away from passing traffic as you can
- Actuate your hazard warning lights if they remain operational
- If possible, depending upon weather conditions and your location, leave the vehicle and wait for assistance in a safe place, for example, high up on a motorway embankment – however, if your vehicle is stationary on a carriageway, take great care of passing traffic and make certain you exit your vehicle only when it is definitely safe to do so
- Wear your high visibility vest when you are outside your vehicle at the scene of an accident or break-down
- If your vehicle is stationary in a position where it is difficult for other traffic to see, use your warning triangle to indicate its presence; if you are on the hard shoulder of a motorway, it is recommended that the triangle be placed 100 metres behind your vehicle; in any event, do not put

your own safety at risk when putting the triangle in place and take it down when you are ready to move away again

### *First Aid*

As a company vehicle driver, you are provided with a basic first aid kit. Please ensure that it remains fully supplied with appropriate first aid materials.

### *Personal Security*

Personal security whilst driving on business is also a matter of individual judgement to suit different circumstances. The following points are intended as guidance.

- When driving through built-up areas where you may have to stop frequently, consider locking the doors
- Place any potentially theft attractive items out of sight
- Avoid arguments with other road users over driving behaviour
- Don't get out of your vehicle if someone exhibits challenging behaviour towards you and if your doors aren't locked, lock them and don't open the windows
- Keep your mobile phone with you, if you have one – use it to call the police if you believe you are being threatened (in these extreme circumstances, the police have indicated that the use of a mobile telephone would not be illegal)
- If you believe that someone has deliberately rammed your vehicle, it may be an attempted car-jacking – stay in your vehicle with the doors locked; if it can be driven, proceed to the nearest police station or other place where you can get help, otherwise use your mobile phone to call the police
- If you are threatened by car thieves, do not take risks with your safety – do not resist violent attackers in an attempt to protect property
- If you have any specific concerns about your personal security in connection with any business visit, please raise them with your Manager

### *Accidents - Administrative Procedures*

#### *General*

In the event of any motor accident involving injury to any person or to certain animals, or damage to third-party property the Police must be called to attend the scene.

You should make no admission of liability, either verbally or in writing. However, the fullest information must be obtained after an accident to ensure that:

- You complete a full accident report and pass to Rodney Wilkinson.
- You take pictures of the accident and pass to Rodney Wilkinson.
- Your interests are protected if a claim is made against you.
- The Company is able to recover the costs of repairs to the vehicle when the damage is the fault of a known third party.

You will be liable for the excess amount of any insurance claim. This is normally £500 but may be higher for some drivers or some vehicles. In certain cases this may be returned via the 3rd party's insurance.

### Action by Driver

Without delay, inform Rodney Wilkinson 0161 494 4273 r.wilkinson@pama.co.uk if he is not available contact Kevin McHugh 0161 494 4312 k.mchugh@pama.co.uk who will instruct you on repair procedure and who will advise you on the completion of an accident report form.

All correspondence you receive relating to the accident should be passed immediately to Rodney Wilkinson (0161 494 4273 r.wilkinson@pama.co.uk) if he is not available contact Kevin McHugh (0161 494 4312 k.mchugh@pama.co.uk) without acknowledgement to the sender. (This will include hospital/doctors accounts, summonses issued by the police or solicitors, invoices etc.)

### Please note:

If you do not report the accident in accordance with the above requirements then you will be liable personally for all vehicle repair costs.

### Windscreen Repairs

A chip in your windscreen will only get worse if neglected and cracked windscreens are a major reason for MOT failure. However stone chips can be repaired by means of resin injection. This not only prevents the damage from getting worse, it also saves the expense of having to pay any glass excess required for a replacement windscreen.

Where repairs/replacement are necessary the Company has arrangements for the replacement/repairs of windscreens with Autoglass please contact them on 0845 875 2490 and quote 'Pama'.

Please be aware that a purchase order reference is required for any repair/replacement which you can obtain from the purchasing department 0161 494 4310. The company appreciates that you won't be able to obtain a purchase order reference during non-business hours but please follow this procedure when possible.

### Declaration

I have received the Company Vehicle Users' Handbook and I confirm that I have read and understood it and the obligations placed upon me as a company vehicle driver.

## 22. Redundancy

### Introduction

This policy sets out the Company's approach to dealing with potential redundancies. It does not form part of employees' terms and conditions of employment and may be subject to change at the discretion of management. The Company also reserves the right not to use the following procedure if the circumstances do not or cannot warrant it

Although the Company's policy is to avoid redundancies wherever possible, the needs of the business may from time to time require a reduction in the overall number of staff employed or organisational changes that result in some employees being made redundant.

Where this is necessary, the Company will ensure that:

- the total number of redundancies made is kept to a minimum;
- employees and, where appropriate, their representatives are fully consulted on any proposals and their implementation;
- selection for redundancy is based on clear criteria that will, as far as possible, be objectively and fairly applied;
- every effort is made to redeploy or find alternative work for employees selected for redundancy; and
- support and advice is provided to employees selected for redundancy to help them find suitable work when their employment has come to an end.

### Consultation

Consultations will be carried out with individual employees as appropriate. Where it is proposed that 20 or more redundancies are required [at the same location] the minimum period for consultation before the dismissals take place will be at least a 30 days period, arrangements will be made for the election of employee representatives who will be consulted over the proposals and the general process to be followed. Individual employees will still be consulted in respect of their own particular circumstances.

### Voluntary redundancy

In order to minimise the need for compulsory redundancies, the Company may consider requests from employees for voluntary redundancies. Whether or not additional payments will be offered in relation to voluntary redundancies will be a matter for consultation and will depend on the circumstances.

The Company reserves the right at its absolute discretion to decline requests for voluntary redundancy.

### Redundancy selection

The criteria used, by the Selection Board, in selecting employees for redundancy will be a matrix system, which will be discussed with all employees at the consultation process. Items that may be taken into account in the matrix will be attendance, management potential and performance.

The criteria will depend on the existing circumstances and the particular needs of the Company at the time. However, every effort will be made to construct a fair and robust set of criteria following appropriate consultations.

Individual employees who are provisionally selected for redundancy following the application of the criteria will be informed of the fact and invited to a meeting, at which they will be given an opportunity to make representations that the application of the criteria results in unfairness to them or if they feel that there has been a mistake in the application of the criteria.

### **Alternative work**

The Company will make every effort to redeploy to suitable alternative work any employee who is selected for redundancy. These jobs may be at a lower level and it will be up to employees whether or not to accept them. All employees offered suitable alternative work will also have a four weeks trial period in which to try out their new positions.

Redundancy payments and other types of payment, including notice, will be calculated at this stage.

While priority will be given wherever possible to employees under threat of redundancy, the Company reserves the right to select the best available candidate in relation to any given vacancy.

Employees have a separate legal entitlement to be offered any suitable alternative work that is available if they are made redundant while on maternity leave.

### **Notice**

The final stage of the Company's redundancy procedure is to give notice to employees. The notice period will run from the end of the consultation period and not from the beginning.

### **Time off work**

An employee under notice of redundancy will be entitled to a reasonable amount of paid time off to look for alternative work, attend interviews, etc. Employees wishing to take advantage of this right should make the appropriate arrangements with their line manager.

### **Termination of employment**

Depending on the circumstances, the Company may waive its right to insist on employees working their notice and instead give a payment in lieu of notice. Employees with two or more years' service may be entitled to a statutory redundancy payment. The amount of this payment will be confirmed when the employee is selected for redundancy and the sum will be paid along with the employee's final salary payment or payment in lieu of notice.

### **Appeal Procedure**

In the event that the employee is dissatisfied with the decision they may appeal against this decision to the person named in your letter. An appropriate appeal panel will be convened to consider the appeal ensuring that all members are independent to the facts. The panel will consist of an external manager to ensure that the law is being followed and that matters are being judged objectively. Other panel members will be objective.

The employee's appeal must be in writing to the appealing officer. The appeal must set out the grounds for appeal and this must be provided to the appealing officer within five working days of receiving the written confirmation of the decision. At the hearing the employee may be asked to expand on the grounds given and to give additional oral submissions to these.

The employee is entitled to have a witness present who will either be a work colleague or trade union representative for this hearing.

On receipt of the grounds of appeal the appealing officer may request that the employee supply further information or indeed from other people as they consider fit.

It is usual that the employee will receive a number of options of dates and times for their appeal hearing. Once these are received the employee must confirm their chosen date/time, once the date/time is agreed and the employee fails to attend then in the absence of further information or notification it will be considered that the employee does not wish to take this matter further. In these circumstances then the matter will be closed.

The appealing officer and the appealing panel will make such a decision as they see fit at the close of such an appeal hearing. Such a decision will either be communicated to the employee in person after the hearing has adjourned to reach its conclusion or explained in writing if the decision is to be reserved. It is entirely at the panels' discretion which method will be used to inform the employee of the decision.

The decision of the appeal panel will be final.

The Company reserves the right to alter or amend the above process in circumstances where the Selection Board do not consider it relevant or necessary to undertake each of these stages or to adapt any in certain circumstances. The Selection Board's criteria and constitution will be final.

## **23. Good Behaviour**

The following general rules apply to you as an employee with the Company;

- You are expected to be punctual at your place of work, whether it be at the office or at other premises you are asked to attend during your working hours;
- You are not allowed to take materials or equipment off the premises unless you have prior approval in writing from the Company;
- You are not to make private telephone calls during working hours or abuse the Company telephones. Such calls may only be made in an emergency or as a matter of urgency where you have first sought the permission of your Line Manager. This applies to both incoming and outgoing calls.
- You must not operate radios or CD's or any other form of audio device, as the company is not licenced to broadcast copyright music.
- You should not place signs, bills or notices on the notice board without prior permission of your Line Manager. In addition, you should not distribute pamphlets or propaganda material and you should not undertake the unauthorised sale of goods (particularly with reference to DVD's or other breached copyright items whether available widely or to select individuals only) whilst in the employ of the Company;
- You must not make monetary or charitable collections of any kind whatsoever on Company premises without prior permission of the Company;
- You are required to notify the Company of any change of personal details or circumstances. You are to use the relevant form contained at the back of this Staff Handbook.

## **24. Drink, Drugs & Gambling**

The consumption of intoxicating liquor, non-prescription drugs, illegal or banned substances on Company premises, client premises or during working hours is not permitted. If you are considered to be under the influence of drink or non-medically prescribed illegal drugs or substances of abuse, you will be suspended from work with pay and may be subject to disciplinary action.

You are not allowed to gamble, bet or run sweepstakes on company time unless you have prior permission of the Company.

### ***Disciplinary***

Breach of the above clause may lead to disciplinary action being taken which could, in some circumstances, lead to your dismissal.

## **25. Office / Warehouse / Shop Keys**

This clause only applies to you if you have or are ever given the responsibility of office / warehouse / shop keys whether or not to lock some or all of the office / warehouse / shop in your place of work or any property belonging or being used by the company.

The loss of any office / warehouse / shop keys by a member of staff must be reported to a senior manager or Director immediately. This applies even in the event that it was not you who lost them. This is also applicable in the event that your keys were stolen.

### *Disciplinary*

Breach of this clause may lead to disciplinary action being taken. Any breach will be considered very serious and constitutes a severe breach of security.

## **26. Security**

You are to remain vigilant at all times, if you see someone on the premises who you do not recognise or if you suspect that they are not entitled to be on company property then you must immediately make reasonable investigations to ascertain who the person is. In the event that your colleagues are also unaware of the person you must report the matter immediately to a senior member of the company. You are not to approach this person on your own.

If you are working outside of work hours you are asked to ensure that you have locked yourself in the building and it is your responsibility to ensure that this is carried out primarily for your own protection but also to ensure that doors are not left open so that intruders cannot enter the company premises.

### *Rights Of Search*

The Company has the right to carry out random checks on the identity, person and property (including vehicles) of employees at any time whilst they are on the Company's premises or business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.

Whenever practical, employees will be accompanied by a third party who is on the premises at the time a search is taking place, or at the time that any further questioning takes place.

Employees may be asked to remove the contents of their pockets, bags, vehicles etc.

Employees have the right to refuse to be searched; however, refusal may be considered a breach of contract and could result in their dismissal.

### *Scanning Equipment*

Employees may also be randomly searched with an electronic body scanner; this procedure will be carried out by a member of the same sex. In extreme circumstances employees may be required to undergo a full body search.

### *Pama International Stores*

Please note that various thieves target our stores. Often someone will attempt to distract the manager whilst other persons go into stockrooms / safes. These thieves may operate in large groups and pose a real threat, therefore all staff must be extra vigilant. Employees should never ever leave the stockroom door open or safe visible and if you are at the front of the store or serving customers ensure that the stockroom door is kept locked.

Always have the shutter down when cashing up. If at any time you feel threatened or see people acting suspiciously please alert the security personnel at the service station immediately. If someone threatens an employee, the company expects that in line with our health & safety policy, they will not resist and that their safety is treated as the priority.

The company runs a limited CCTV system. For usage and rules, please see the relevant policy in this handbook.

### **Card Terminals' Security**

One of the most common types of fraud is card machine tampering. In order to ensure the security of our card data, staff should

- Verify anyone claiming to be a service or repair person before allowing them access to processing or swiping card machines
- Not installing or replacing card machines without verification
- Being wary of suspicious behaviour such as unknown persons unplugging or opening card machines
- Reporting suspicious behaviour or device tampering to the correct personnel

## **27. Contactless Payments**

### **What is contactless payment?**

Contactless payment cards are now issued widely across many banks and building societies. They offer a fast method of payment which is reserved for lower value transactions. The current threshold value is £30 – above that a customer will need to pay with their chip and PIN card in the normal way.

Apple currently also offer a payment method through iPhones called ApplePay. This is different from a contactless card system because the user must use a fingerprint to authenticate the transaction. Because of this, the limit on ApplePay is higher – it is seen as being as secure as chip and PIN. This also works with some smart watches.

### **How does it work?**

When the amount is keyed in to the payment terminal, the customer can pay by holding their card or iPhone/watch within 5cm of it. Once the card has registered, there will be a beep and the screen will show the result.

Every five contactless transactions will result in the user being asked to put in their PIN number. This is a security measure to prevent lost or stolen cards being used.

If a customer taps their purse or wallet onto the reader, and it contains more than one contactless card, the terminal will recognise there is a conflict and will not process the transaction.

### **Is it safe?**

For users there is a guarantee that as long as they report a card stolen as soon as they can, all fraudulent transactions will be refunded by their issuing bank. For retailers this is not so clearcut.

### **What are the rules?**

Once your terminal has been enabled for contactless payments, any transaction under the value of £30 can be paid for by contactless card.

If a customer claims to have lost their pin number and asks to make a payment for higher than £30 by two or more separate contactless payments, this is absolutely forbidden. If any member of staff is found to be doing this, they may be subject to disciplinary investigation.

## **28. Securing the Store**

In the event that you do need to leave your store for any reason, including a short break or to use the toilet, you must ensure that the store is locked and secure at all times until you have returned to the store. This also includes ensuring no display stands are left outside the store, but are secure and locked inside the store so no one can access them.

Leaving a store unmanned and accessible puts the Company at high risk for a possible theft and damage to the Company's premises / stock. It is your responsibility to reduce and minimise all risks and ensure that the Company's stock and money on the premises is safe and secure at all times.

Staff must take care when accepting cash payments, and counterfeit pens / detectors should be used.

Failure to comply with the above and ensure that the Company's property / premises is safe and secure at all times, is deemed to be an extremely serious matter by the Company. On this basis should there be any breach of this policy the Company may take disciplinary action against you and any such breach could be deemed as Gross Misconduct and therefore if proven, it would be subject to summary dismissal.

Furthermore, in addition to the above, the missing monies / price of damaged / stolen stock, can be deducted from your pay, after an investigation has been carried out by the Company, in accordance with the clause 'Short Tills' contained within your Contract of Employment.

## 29. Pension Scheme

The Company has a legacy Scottish Widows pension scheme for employees with more than 6 months service. We also have available:

- Fonebitz: A People's Pension scheme which was started in 2014
- Wholesale: A People's Pension scheme was started in 2015

## 30. Accidents

### *Minor*

If any member of staff suffers a minor accident at work, full details must be given to the employee who is delegated to deal with accidents. This is a legal requirement on behalf of the employer and must be complied with.

### *Major*

If any members of staff suffer a major accident then you must contact a Senior Manager who can contact the insurers immediately. This is a legal requirement on behalf of the employer and must be complied with.

Insurance and Accident investigation forms must be completed if necessary in accordance with Company Procedure. During their induction course employees will be told where the first aid box is kept. It will be helpful if employees familiarise themselves with the location of it should an emergency arise.

Every accident whilst at work, no matter how small, should be entered in the Accident Report Book so that the Company has a record of where and when the accident occurred. The Company can then investigate why the accident occurred and ensure that it will not happen again. FoneBitz staff should email [r.harvey@fonebitz.co.uk](mailto:r.harvey@fonebitz.co.uk) attaching their completed accident report form.

## 31. Standards of Dress

Members of staff are requested to pay particular attention to their style of dress and personal appearance to ensure that this is in keeping with standards, which clients and members of the public expect from a Professional Office. If you are in any doubt, please ask your line manager.

### *Uniform Or Protective Clothing*

If an employee has been given a Company uniform they must be worn at all times during working hours. Once issued these are the employee's responsibility and must be replaced at the employee's own expense if lost or damaged through negligence. All issued clothing must be kept in a clean and tidy condition.

Protective clothing, high visibility clothing, footwear, eye protection and other items that are issued for an employee's protection must be worn at all appropriate times. Failure to do so could contravene the Health and Safety at Work Act 1974.

### ***Office Staff and Reps***

Pama operates a smart dress code policy. Members of staff are requested to pay particular attention to their style of dress and personal appearance to ensure that this is in keeping with standards, which clients and members of the public expect from a Professional Office.

### ***Pama International Standards of Dress***

Members of staff are requested to wear a white shirt and black trousers/skirts, if you have been given a uniform they must be worn at all times during working hours. Once this uniform has been issued it is the employee's responsibility and must be replaced at the employee's own expense if lost or damaged through negligence.

### ***Personal Hygiene***

A high level of personal hygiene must be observed at all times.

### ***Hair, Jewellery and Make-up***

Hair must be kept neat and tidy. Unconventional accessories such as garish or oversized earrings, nose rings, badges conveying messages, or other eccentric jewellery or accessories should not be worn. Make-up if worn should be tasteful and discreet.

## **32. Notice Boards and Office Circulars**

Memos and periodicals circulated must be read and passed on as soon as possible and not kept in drawers, briefcases or at home.

## **33. Retirement**

The Company is, and remains to be, an equal opportunities employer in respect to all issues, including retirement. From 1st October 2006 new legislation makes it unlawful to discriminate against any employees based on their age. From 1<sup>st</sup> April 2011 the default age of 65 for retirement has been abolished.

## **34. Confidentiality**

Sensitive information includes all trade and business secrets and other confidential information and documents which may come into your possession in the course of, or by reason of your employment (whether or not it was originally supplied by the Company, and whether or not it relates to the company directly or to a business associated with the company).

Confidential information includes any information (written or verbal) of a commercial, technical or financial type which is not publicly available.

As part of the Company policy you agree that both during the continuance of your employment and after its termination without limit of time you must;

- Not directly or indirectly disclose or permit the disclosure to any person, save as required by law or with the formal written consent of a Director, confidential information or any information of any business contracts of the Company.
- Do everything reasonably within your power to keep such confidential information secret and confidential and to avoid disclosure to persons not entitled to receive it;
- Not directly or indirectly use any such confidential information for your own benefit of any person or persons, or in a manner which would or might be detrimental to the Company;

- Sign such confidentiality undertakings in favour of the Company or any other person as required by the Directors and to observe all such undertakings and all other restrictions and obligations upon the Company known to you for the time being in relation to any confidential information received from any third party;

These obligations shall not apply to any confidential information which comes into the public domain through no breach of obligation by you, or any other employee or associate or supplier of the Company of whom you are ordered to disclose by jurisdiction of a Court.

All such material is and remains the property of the company. All company property must be returned upon termination of your employment.

### *Disclosure of Information*

You shall not directly or indirectly disclose to any unauthorised person any knowledge or information relating to the Company's business, or the business of any of the Company's clients, customers, suppliers or associates without first obtaining permission in writing from the Company.

### *Disciplinary*

Breach of this clause is considered a very serious matter by the Company and could lead to disciplinary action that may lead to your dismissal.

## **35. Post Termination Restrictions**

Under this section the term 'Restrictive Services' means the services and duties for which you have been employed and the skills that you use in order to carry out your job description. The term 'Prohibited Area' means the geographical area of a six mile radius of Company Premises and who has knowledge of the business process's and procedures that would reasonably require protection and who are employed at the time of your termination. The term 'Key Employee' means a person who is employed to perform duties material to the running of the business or who is not purely an administrator or junior member save where the administration is integral or significant to the business.

Upon termination of your employment you will not directly or indirectly whether for your own gain or for the benefit of any third party without the prior written consent of the Directors of the Company;

- Represent yourself, or permit to be represented, as being connected with or successor to the Company or its business or as acting on behalf of the Company or in any way seek to utilise the goodwill of it;
- Carry on, cause or permit to be carried on by any business by using any name, style, logo or image which is, has been or is about to be used by the Company at the time of termination;
- For 6 months seek to entice away from the Company or solicit the employment or engagement in the office of any Key Employee;
- For 6 months employ, engage in the office or be in partnership or in a similar business relationship involved with any of the Restricted Services with any Key Employee.
- For 6 months supply Restricted Services to any Client or any Supplier within the Prohibited Area;
- For 6 months use your knowledge of, or exert any influence over or canvass or by any other means seek or solicit business or have any business dealings with or accept business from any client or supplier in connection with the Restricted Services.

### *Severance*

Each of the Restrictions above are entirely separate and distinct and may be severed accordingly.

### ***Notification***

You agree that for a period of six months following the termination of your employment with the Company that you will inform any prospective employer of the existence and terms of this contract.

### ***Garden Leave***

Upon notice being given to either party the Company shall have the absolute right to require you to stay away from work during your period of notice but to remain available for work during normal working hours should you be required. If the Company exercises this right you will receive full basic salary and benefits in return;

You must not attend at your workplace or at any Company premises unless required;

You must not contact, or attempt to contact any client, customer, supplier or employee of the Company. You are also not permitted to contact any professional advisors of the Company or group such as solicitors, accountants or banks;

The Company may require you to return its property or equipment during this period.

## **36. Handbook Alterations & Additions**

The provisions of this Handbook may be altered by the Company as occasion requires or as legislation dictates. Such legislative changes, which are mandatory on the Company, will be deemed to take effect as at the effective date of the legislation, whether or not this Handbook is updated. However, terms of any proposed alteration or addition will be discussed and notified to you as appropriate and posted on the notice boards. Also, any terms which are contradictory to your offer letter or any other piece of correspondence as signed by a Company Director shall have precedence over the clauses relating to that area or issue arising but that all other areas of this handbook stand as valid and binding on all employees.



## SECTION C - ABSENCE

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### **37. Public Duties**

The Company will ensure as far as possible that any employee will be able to book time off if they are called upon for jury service, to be a witness in a case, as a justice of the peace, member of a tribunal, member of the police authority or special constable, member of a health authority body, member of an education body, member of an environmental agency or panel. In some circumstances this may not be possible and the company reserves the right to refuse an employee leave. Such leave will normally be unpaid, but in some cases you may be eligible to claim for loss of earnings. Please note that most claims have a cap limit.

There may be exceptions to this general rule so please consult your Manager. You must consult a Manager or a Company Director as soon as you receive notice of any instance listed above.

### **38. Bereavement**

All requests must be discussed with a Company Director or the person who deals with personnel issues, but the Company will be prepared to consider the following;

One day's paid leave of absence to attend the funeral of a close relative (husband, wife, son, daughter, brother, sister, parent, grandparent or grandchildren) or one half day's paid leave of absence to attend the funeral of family (other than those above) e.g. aunts, uncles and cousins

There may be an additional/discretionary, four days paid leave of absence as compassionate leave.

Plus an additional/discretionary one day's paid leave of absence may be granted if an employee has to deal with administrative matters relating to the death i.e. arranging a funeral.

Any leave of absence requests which fall outside the above should be referred to a Company Director.

### **39. Medical Appointments**

Time off in for visits to a Doctor or Dentist or for any other personal matters must be discussed with your manager prior to the event.

Wherever possible you should arrange that any medical appointments will be made either towards the end or at the start of the working day so that you limit the amount of disruption to the working day.

You should also ask for an appointment card where ever possible and show this to the manager when you are requesting the leave in order that you can prove the visit. This is only the case if you have been presented with an appointment by a medical body and not where you are able to make or book your own appointments.

### **40. Ante-Natal Care**

All pregnant women have the right to attend ante-natal care and to be paid for such time off. You should let your Manager or the person who deals with all personnel issues know that you need time off and when you are going to need this time as much in advance as possible.

You will also need to state how long you consider that you will be away. Ante-natal appointment cards should be available on request together with the certificate from your midwife or doctor which certifies your pregnancy (MATB1) with the exception of your first visit to the doctor or hospital. Ante-natal care also includes relaxation courses.

The amount of pay you will receive will be your normal hourly rate of pay. This rate is calculated by dividing the amount of a week's pay by the number of the employee's normal hours in a week and you are referred to the section on pay for these calculations if this applies to your employment.

Your normal working hours will usually be clear from your contract of employment. If working hours vary from week to week, they should be averaged over the previous twelve complete working weeks. If you have not yet completed twelve weeks service, the average should be estimated in the light of what could be reasonably expected from the agreed terms and conditions of employment and from the work pattern of fellow workers.

If you are the husband, civil partner or partner of a pregnant woman you have a right to have unpaid time off to attend up to two ante-natal appointments.

## **41. Time off for Close Family Members**

E.g. husband, wife, children, brother, sister, grandparents, grandchildren – as a general principle the Company would expect staff to have time off for family illness as holiday leave or leave without pay. However, because of varying circumstances, each request for such time off will be dealt with individually and Managers will have discretion in deciding how this time off should be taken. There is no general allowance or a maximum but the company will permit one day's paid leave.

## **42. Carers Policy**

### **Commitment to supporting carers**

The company recognises that some employees have caring responsibilities, and that they may need its support to combine work with care. It has adopted this policy to demonstrate its support for employees who are carers, and to set out what support is available.

The organisation aims to give carers the same recruitment and career opportunities as everyone else. It will give carers as much support as is reasonably practicable to achieve this objective.

### **Definition of carers**

When defining carers, the company acknowledges that it needs to strike a balance between recognising the special circumstances of caring, and not classifying carers as a rigid or separate group, because the members of the group and their needs will change on a regular basis.

The Company defines carers as employees with significant caring responsibilities that have a substantial impact on their working life. An employee is a carer if he/she is responsible for the care and support of a disabled, elderly or sick partner, relative or friend who is unable to care for him- or herself.

The activities that carers undertake are wide ranging, including:

- help with personal care;
- help with mobility;
- managing medication;
- practical household tasks;
- emotional support; and
- help with financial matters or paperwork.

Employees to whom the organisation offers support under this policy may not recognise themselves as a carer, for example employees who care at a distance, ie where they support a dependant who does not live with them.

### **Carers' circumstances**

The company recognises that carers' needs are different from the needs of employees with mainstream childcare responsibilities, and that the circumstances and milestones of caring are different from those of mainstream childcare.

Caring can be unpredictable and emotionally upsetting. An employee may acquire caring responsibilities overnight, for example where the employee's parent has a stroke, or caring responsibilities may develop over time, for example where the employee's partner has a debilitating long-term health condition. With mainstream childcare, the child's journey is more predictable as he/she grows older, goes to school and becomes more independent. The milestones of caring may go in the opposite direction, for example an elderly parent may become more frail and dependent over time, and a disabled child may continue to have significant support needs when he/she become an adult.

### Identification and disclosure

It is often easier for employees to talk about childcare responsibilities than to discuss caring responsibilities. Employees are not required to disclose to their line manager that they are caring for someone, but are encouraged to do so. This will help the organisation to provide appropriate support to the employee. Line managers should encourage employees to discuss their caring responsibilities with them. They should respect the employee's confidentiality concerning this information.

Employees who do not wish to disclose their caring responsibilities to their line manager are encouraged to approach their Director.

Where a manager knows that an employee in his/her team has caring responsibilities, the manager should inform the employee about the support that the organisation offers carers and encourage him/her to access the support offered.

### Crisis situations

The company recognises that employees with caring responsibilities cannot always plan ahead for time off. Accidents and some illnesses occur without warning, and care arrangements can break down unexpectedly. The ability to take leave in an emergency is important for carers, who may be called on at short notice.

Employees have the right to take time off work for their dependants, please see *Time off for Dependents* below.

Dependants are:

- the employee's spouse or civil partner;
- the employee's child;
- the employee's parent;
- a person who lives in the employee's household (excluding tenants, lodgers, boarders and employees);
- any other person who reasonably relies on the employee for assistance in the event of an accident or illness or to make arrangements for care in the event of an illness or injury, for example an elderly neighbour; and
- in relation to the disruption or termination of care for a dependant, any other person who reasonably relies on the employee to make arrangements for the provision of care.

The circumstances in which employees may take time off for dependants are specified in legislation. These are to:

- provide assistance when a dependant falls ill, gives birth or is injured or assaulted;
- make arrangements to provide care to a dependant who is ill or injured;
- deal with the death of a dependant;
- deal with the unexpected disruption or termination of arrangements for the care of a dependant;
- or
- deal with an incident involving the employee's child during school hours.

## **Time off for Dependents**

Time off to care for dependents as highlighted above can be granted up to 5 days per annum and is either unpaid or can be taken from the employee's holiday entitlement.

## **Flexible leave arrangements**

The Company acknowledges that employees with caring commitments may need time off work to meet their caring responsibilities, in addition to the time off permitted under the statutory right to take time off for dependants.

Employees should discuss with their line manager any known leave needs relating to their caring commitments. This will help the manager and the other members of the team to plan work and other leave arrangements.

Some medical appointments can be booked in advance, and the organisation expects carers to book appointments that they need to attend with a dependant at the start or end of the working day to minimise disruption to work.

The organisation acknowledges that employees with caring responsibilities may benefit from flexible leave arrangements (in addition to flexible working arrangements) to manage all aspects of their caring role.

Line managers will, where possible, approve annual leave requests from employees who wish to take time off to meet their caring responsibilities.

The circumstances in which employees may take time off for dependants are specified in legislation. These are to:

- provide assistance when a dependant falls ill, gives birth or is injured or assaulted;
- make arrangements to provide care to a dependant who is ill or injured;
- deal with the death of a dependant;
- deal with the unexpected disruption or termination of arrangements for the care of a dependant;
- or
- deal with an incident involving the employee's child during school hours.

## **43. Maternity Leave**

### **Maternity rights and benefits**

It is the Company's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the maternity provisions are complex, if an employee becomes pregnant she should clarify the relevant procedures with their manager to ensure that they are followed correctly.

The following definitions are used in this policy:

- "Expected week of childbirth" means the week, starting on a Sunday, during which the employee's doctor or midwife expects her to give birth.
- "Qualifying week" means the 15<sup>th</sup> week before the expected week of childbirth.

All pregnant employees (regardless of length of service) have the right in law to take up to 26 weeks' ordinary maternity leave and, following on immediately, up to a further 26 weeks' additional maternity leave and to resume work afterwards.

All employees who take maternity leave have the right to return to work at any time during their maternity leave (except during the first two weeks from the day of childbirth), subject to following the correct notification procedures as set out below.

### **Statutory maternity pay**

Employees who have been continuously employed by the organisation for at least 26 weeks at the end of their qualifying week and are still employed during that week, will also qualify for statutory maternity pay, providing that: they are still pregnant 11 weeks before the start of the expected week of childbirth (or have already given birth); they have provided a MAT B1 form stating their expected week of childbirth; and their average weekly earnings are not less than the lower earnings limit for national insurance contributions.

Statutory maternity pay is payable for up to 39 weeks, with the first six weeks payable at 90% of the employee's average weekly earnings. The remaining 33 weeks is payable at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate. It is treated as earnings and is therefore subject to PAYE and national insurance deductions.

If the employee becomes eligible for a pay rise between the start of the original calculation period and the end of her maternity leave, the higher or standard rate of statutory maternity pay will be recalculated to take account of the employee's pay rise, regardless of whether statutory maternity pay has already been paid. This means that the employee's statutory maternity pay will be recalculated and increased retrospectively, or that she may qualify for statutory maternity pay if she did not previously. The employee will be paid a lump sum to make up any difference between statutory maternity pay already paid and the amount payable as a result of the pay rise.

Payment of statutory maternity pay cannot start prior to the 11<sup>th</sup> week before the employee's expected week of childbirth. It can start from any day of the week in accordance with the date the employee starts her maternity leave. Statutory maternity pay is payable whether or not the employee intends to return to work after her maternity leave.

Employees who are not entitled to statutory maternity pay may be entitled to receive maternity allowance payable directly by the Government. If an employee is not entitled to statutory maternity pay, the organisation will provide the employee with an SMP1 form to allow her to pursue a claim for maternity allowance.

### **Timing of maternity leave**

Ordinary maternity leave can start at any time after the beginning of the 11<sup>th</sup> week before the employee's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- the employee's chosen start date;
- the day after the employee gives birth; or
- the day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

If the employee gives birth before her maternity leave was due to start, she must notify the organisation in writing of the date of the birth as soon as reasonably practicable.

The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child.

## Notice requirements

An employee should notify her line manager as soon as possible, as there are health and safety considerations for the organisation.

By the end of the qualifying week, or as soon as reasonably practicable afterwards, the employee is required to inform the Company in writing of:

- the fact that she is pregnant;
- her expected week of childbirth; and
- the date on which she intends to start her maternity leave.

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

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

The Company will formally respond in writing to the employee's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

The employee is required to give at least 28 days' notice of the date that she wants her statutory maternity pay to begin. If it is not possible for the employee to give 28 days' notice, for example if the baby arrives early, she should tell the Company as soon as reasonably practicable.

## Health and safety

The Company has a duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding where the work is of a kind that could involve a risk of harm or danger to her health and safety or the health and safety of her baby and the risk arises from either processes, working conditions or physical, chemical or biological agents in the workplace. If applicable, the Company will provide the employee with information as to any risks identified in the risk assessment. If the risk assessment reveals that the employee would be exposed to health hazards in carrying out her normal job duties, the Company will take such steps as are reasonably necessary to avoid those risks, such as altering the employee's working conditions. In some cases, this may mean offering the employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

If it is not possible for the Company to alter the employee's working conditions to remove the risks to her health and there is no suitable alternative work available to offer her on a temporary basis, the Company may suspend her from work on maternity grounds until such time as there are no longer any risks to her health. This may be for the remainder of her pregnancy until the commencement of her maternity leave. If an employee is suspended in these circumstances, her employment will continue during the period of the suspension and it does not in any way affect her statutory or contractual employment and maternity rights. The employee will be entitled to her normal salary and contractual benefits during the period of her suspension, unless she has unreasonably refused an offer of suitable alternative employment.

### **Sickness absence**

If an employee is absent from work during pregnancy owing to sickness, she will receive normal statutory or contractual sick pay in the same manner as she would during any other sickness absence provided that she has not yet begun ordinary maternity leave. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically.

If the employee is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, she must notify the organisation in writing of this as soon as reasonably practicable.

### **Rights during maternity leave**

During ordinary maternity leave and additional maternity leave, all terms and conditions of the employee's contract except normal pay will continue. Salary will be replaced by statutory maternity pay if the employee is eligible for it. This means that, while sums payable by way of salary will cease, all other benefits will remain in place, for example holidays will continue to accrue and pension contributions will continue to be paid.

Employees are encouraged to take any outstanding holiday due to them before the commencement of maternity leave. Employees are reminded that holiday must be taken in the year that it is earned.

### **Contact during maternity leave**

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

### **Keeping-in-touch days**

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

The Company has no right to require employees to carry out any work and employees have no right to undertake any work during their maternity leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and the Company.

### **Returning to work after maternity leave**

The employee may return to work at any time during maternity leave, provided that she gives the appropriate notification. Alternatively, the employee may take her full period of maternity leave entitlement and return to work at the end of this period. If the employee wishes to return before the full period of maternity leave has elapsed, she must give at least eight weeks' notice in writing to the Company of the date on which she intends to return.

The employee has the right to resume working in the same job if returning to work from ordinary maternity leave. If the employee returns to work after a period of additional maternity leave, she is entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of maternity leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the maternity leave period.

If the employee decides during maternity leave that she does not wish to return to work, she should give written notice of resignation to the organisation as soon as possible and in accordance with the terms of her contract of employment.

### **Shared parental leave**

Shared parental leave is available in relation to babies due on or after 5 April 2015. Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave with their partner.

Shared parental leave must be taken in blocks of at least one week. Individuals can request to take shared parental leave in one continuous block (in which case the Company is required to accept the request as long as the individual meets the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case the individual needs the Company's agreement).

To be able to take shared parental leave, an employee and his/her partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the mother curtailing her maternity leave.

Employees can refer to the Company's policy on shared parental leave, where they will find full details of the eligibility requirements, as well as instructions as to how the mother's maternity leave can be curtailed. The Company's policy on shared parental leave sets out the notice periods with which employees must comply and what evidence they must provide to the Company. The policy also contains more details on employees' entitlement to statutory shared parental pay.

The mother and the partner should ensure that they are each liaising with their own employer when making requests for shared parental leave.

## **44. Shared Parental Leave**

### **Introduction to Shared Parental Leave**

Shared Parental Leave is a type of leave that is available to parents with babies/adopted children due on or after 5 April 2015. Shared parental leave enables mothers/adopters to commit to ending their maternity/adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date. This policy will also be applicable for employees who are adopting children, however some differences for those adopting or using surrogacy are found at the end of this policy.

Shared parental leave should not be confused with ordinary parental leave, which is unaffected by shared parental leave. Ordinary parental leave is the entitlement to up to 18 weeks' unpaid leave. A separate policy on ordinary parental leave is available.

The mother and the partner should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly as possible.

### **Definitions under this shared parental leave policy**

The following definitions are used in this policy:

- "Mother" means the mother or expectant mother of the child.

- "Partner" means the father of the child, or the person who, at the date of the child's birth, is married to, the civil partner of, or the partner of the mother. This includes someone, of either sex, who lives with the mother and the child in an enduring family relationship but who is not the mother's child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew.
- "Expected week of childbirth" means the week, starting on a Sunday, during which the mother's doctor or midwife expects her to give birth.

### **Amount of shared parental leave available**

The amount of shared parental leave to which an individual is entitled will depend on when the mother brings her maternity leave period to an end and the amount of leave that the other parent takes in respect of the child. Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case Pama is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case the employee needs their employer's agreement). A maximum of three requests for leave per pregnancy can normally be made by each parent.

The first two weeks following birth are the compulsory maternity leave period and are reserved for the mother. This means that the mother cannot curtail her maternity leave to take shared parental leave until two weeks after the birth and the maximum period that the parents could take as shared parental leave is 50 weeks between them (although it will normally be less than this because of the maternity leave that mothers usually take before the birth).

However, the mother's partner can begin a period of shared parental leave at any time from the date of the child's birth (but the partner should bear in mind that he/she is entitled to take up to two weeks' ordinary paternity leave following the birth of his/her child, which he/she will lose if shared parental leave is taken first). The mother and partner must take any shared parental leave within 52 weeks of birth.

### **Eligibility for shared parental leave**

For employees to be eligible to take shared parental leave, both parents must meet certain eligibility requirements.

#### ***Mother's eligibility for shared parental leave***

The mother is eligible for shared parental leave if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with their employer until the week before any period of shared parental leave that she takes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is entitled to statutory maternity leave in respect of the child; and
- complies with the relevant maternity leave curtailment requirements (or has returned to work before the end of statutory maternity leave), and shared parental leave notice and evidence requirements.

In addition, for the mother to be eligible for shared parental leave, the partner must:

- have been employed in at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks; and

- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child.

### ***Partner's eligibility for shared parental leave***

The partner is eligible for shared parental leave if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with their employer until the week before any period of shared parental leave that he/she takes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- complies with the relevant shared parental leave notice and evidence requirements.

In addition, for the partner to be eligible for shared parental leave, the mother must:

- have been employed during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- be entitled to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child; and
- comply with the relevant maternity leave or pay curtailment requirements (or have returned to work before the end of statutory maternity leave).

### ***Notice requirements for shared parental leave***

The notices that the mother/adopter and partner must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

- a "maternity leave curtailment notice" from the mother setting out when she proposes to end her maternity leave (unless the mother has already returned to work from maternity leave);
- a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of shared parental leave that he/she is requesting; and
- a "period of leave notice" from the employee setting out the start and end dates of each period of shared parental leave that he/she is requesting.

The notice periods set out are the minimum required by law. However, the earlier the employee informs Pama of his/her intentions, the more likely it is that Pama will be able to accommodate the employee's wishes, particularly if he/she wants to take periods of discontinuous leave.

Employees are advised that, if they have already decided the pattern of shared parental leave that they would like to take, they can provide more than one type of notice at the same time. For example, the mother could provide a maternity leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide his/her notice of entitlement and intention and period of leave notice at the same time.

### ***Mother's notice curtailing maternity leave***

Before the mother or partner can take shared parental leave, the mother must either return to work before the end of her maternity leave (by giving the required eight weeks' notice of her planned return) or provide her employer with a maternity leave curtailment notice. The maternity leave curtailment notice must be in writing and state the date on which maternity leave is to end. That date must be:

- after the compulsory maternity leave period, which is the two weeks after birth;
- at least eight weeks after the date on which the mother gave the maternity leave curtailment notice to her employer; and
- at least one week before what would be the end of the additional maternity leave period.

The mother must provide her maternity leave curtailment notice at the same time she provides either her notice of entitlement and intention or a declaration of consent and entitlement signed by the mother confirming that her partner has given his/her employer a notice of entitlement and intention.

#### *Revocation of maternity leave curtailment notice*

The mother can withdraw her notice curtailing her maternity leave in limited circumstances. The withdrawal of a maternity leave curtailment notice must be in writing and can be given only if the mother has not returned to work. The mother can withdraw her maternity leave curtailment notice if:

- it is discovered that neither the mother nor the partner are entitled to shared parental leave or statutory shared parental pay and the mother withdraws her maternity leave curtailment notice within eight weeks of the date on which the notice was given;
- the maternity leave curtailment notice was given before the birth of the child and the mother withdraws her maternity leave curtailment notice within six weeks of the child's birth; or
- the partner has died.

#### *Employee's notice of entitlement and intention*

The employee, whether the mother or the partner, must provide their employer with a non-binding notice of entitlement and intention. The employee's notice of entitlement and intention, which must be in writing and provided at least eight weeks before the start date of the first period of shared parental leave to be taken by the employee, must set out the following information.

If the employee is the mother, the notice of entitlement and intention must set out:

- the mother's name;
- the partner's name;
- the start and end dates of any statutory maternity leave taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the mother);
- how much shared parental leave the mother and partner each intend to take; and
- a non-binding indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave).

The mother's notice of entitlement and intention must include a declaration signed by her that:

- she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information she gives in the notice of entitlement and intention is accurate; and
- she will immediately inform Pama if she ceases to care for the child.

In addition, the mother's notice of entitlement and intention must include a declaration signed by her partner:

- specifying the partner's name, address, and national insurance number (or declaring that the partner does not have a national insurance number);
- declaring that the partner satisfies, or will satisfy, the conditions for shared parental leave;

- declaring that the partner is the father of the child, or is married to, the civil partner of, or the partner of, the mother;
- declaring that the partner consents to the amount of leave that the mother intends to take; and
- declaring that the partner consents to the mother's employer processing the information in the partner's declaration.

If the employee is the partner, the partner's notice of entitlement and intention must set out:

- the partner's name;
- the mother's name;
- the start and end dates of any periods of statutory maternity leave, statutory maternity pay or maternity allowance taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the partner);
- how much shared parental leave the partner and mother each intend to take; and
- a non-binding indication as to when the partner intends to take shared parental leave (including the start and end dates for each period of leave).

The partner's notice of entitlement and intention must include a declaration signed by the partner that:

- he/she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information given by the partner in the notice of entitlement and intention is accurate; and
- he/she will immediately inform their employer if he/she ceases to care for the child or if the mother informs him/her that she no longer meets the requirement to have curtailed her maternity leave or pay period.

In addition, the partner's notice of entitlement and intention must include a declaration signed by the mother:

- specifying the mother's name, address, and national insurance number (or declaring that the mother does not have a national insurance number);
- declaring that the mother satisfies, or will satisfy, the conditions for shared parental leave and she will notify the partner if she no longer qualifies for maternity leave, statutory maternity pay or maternity allowance;
- declaring that the mother consents to the amount of leave that the partner intends to take;
- declaring that she will immediately inform the employee if she no longer meets the requirement to have curtailed her maternity leave or pay period; and
- declaring that the mother consents to the partner's employer processing the information in the mother's declaration.

### *The employer can on receipt of notice from employee*

Within 14 days of receiving a notice of entitlement and intention from the employee, whether the mother or partner, the Employer can request from the employee:

- a copy of the child's birth certificate (or, if the child has not been born, a copy of the birth certificate within 14 days of the birth - if the birth certificate has yet to be issued after this period, a signed declaration stating the date and location of the child's birth will suffice); and
- the name and address of the other parent's employer (or a declaration that the other parent has no employer).

- The employee has 14 days from the date of the request to send to their employer the required information.

### ***Variation or cancellation of notice of entitlement and intention***

The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that he/she provides their employer with a written notice. The written notice must contain:

- an indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave);
- details of any periods of shared parental leave that have been notified through a period of leave notice;
- details of any periods of statutory shared parental pay that have been notified in relation to periods where shared parental leave was not to be taken; and
- a declaration signed by the mother and the partner that they agree to the variation.

Any indication of leave intended to be taken that the employee provides in a variation of notice of entitlement and intention is non-binding until he/she provides a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that the employee can make.

### ***Employee's period of leave notice***

To take a period of shared parental leave, the employee must provide their employer with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given not less than eight weeks before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

### ***Variation or cancellation of period of leave notice***

The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a period of leave notice, provided that he/she provides his/her employer with a written notice not less than eight weeks before any period of leave varied or cancelled by the notice is due to commence. The written notice can:

- vary the start date or the end date of any period of shared parental leave or cancel a request for leave;
- request that a continuous period of leave become discontinuous periods of leave; or
- request that discontinuous periods of leave become a continuous period of leave.

### ***Limit on number of requests for leave***

The employee can provide a combined total of up to three period of leave notices or variations of period of leave notices per pregnancy, although The company may waive this limit in some circumstances.

### ***Continuous period of shared parental leave***

If the employee submits a period of leave notice requesting one continuous period of leave, he/she will be entitled to take that period of leave.

## Discontinuous periods of shared parental leave

The employee may submit a period of leave notice requesting discontinuous periods of leave. For example, the mother and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

If the employee submits a period of leave notice requesting discontinuous periods of leave, their employer, in the two weeks beginning with the date the period of leave notice was given, can:

- consent to the pattern of leave requested;
- propose an alternative pattern of leave; or
- refuse the pattern of leave requested.

If agreement is reached within those two weeks, the employee is entitled to take the leave on the dates agreed.

If no agreement has been reached within that two-week discussion period, the employee is entitled to take the leave as one continuous period of leave. In that event, the employee must choose a start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. The employee must notify their employer of that date within five days of the end of the two-week discussion period. If the employee does not choose a start date within five days of the end of the two-week discussion period, the period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

Alternatively, if the company has refused the request or no agreement has been reached during the two-week discussion period, the employee may withdraw a period of leave notice requesting discontinuous periods of leave. The employee can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

## Statutory Shared Parental Pay

Statutory shared parental pay is available for eligible parents to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to the parents will depend on how much statutory maternity pay or maternity allowance the mother has been paid when her maternity leave or pay period ends.

A total of 39 weeks' statutory maternity pay or maternity allowance is available to the mother. As there is a compulsory maternity leave period of two weeks, this means that a mother who ends her maternity leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with her partner (although it will normally be less than this because of the maternity leave that mothers usually take before the birth).

Any statutory shared parental pay due during shared parental leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

It is up to the parents as to who is paid the statutory shared parental pay and how it is apportioned between them.

## Eligibility for statutory shared parental pay

For employees to be eligible for statutory shared parental pay, both parents must meet certain eligibility requirements.

Mother's eligibility for statutory shared parental pay

The mother is eligible for statutory shared parental pay if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with her employer until the week before any period of shared parental pay that she gets;
- has normal weekly earnings for a period of eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is absent from work and intends to care for the child during each week in which she receives statutory shared parental pay; and
- is entitled to statutory maternity pay in respect of the child, but the maternity pay period has been reduced.

In addition, for the mother to be eligible for statutory shared parental pay, the partner must:

- have been employed during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks.

#### *Partner's eligibility for statutory shared parental pay*

The partner is eligible for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with his/her employer until the week before any period of shared parental pay that he/she gets;
- has normal weekly earnings for eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay.

In addition, for the partner to be eligible, the mother must:

- have been employed during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child; and
- be entitled to statutory maternity pay or maternity allowance in respect of the child, but the maternity pay period or maternity allowance period has been reduced.

#### **Rights during shared parental leave**

During shared parental leave, all terms and conditions of the employee's contract except normal pay will continue. Salary will be replaced by statutory shared parental pay if the employee is eligible for it.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue.

### **Contact during shared parental leave**

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

An employee can agree to work for their employer (or to attend training) for up to 20 days during shared parental leave without that work bringing the period of his/her shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

There is no right to require employees to carry out any work and employees have no right to undertake any work during their shared parental leave. Any work undertaken, and the amount of salary paid for any work done on SPLIT days, is entirely a matter for agreement between employees and The company.

If you are entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way. In addition, we will also pay you for each hour that you work during a SPLIT day at your normal hourly rate.

### **Returning to work following shared parental leave**

The employee has the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory maternity leave or statutory paternity leave taken by the employee in relation to the same child, is 26 weeks or less.

If the employee is returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory maternity or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional maternity leave, the employee has the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for The company to permit a return to the same job, the employee has the right to return to another job that is suitable and appropriate for him/her.

### **Adoption and Surrogacy**

Shared parental leave will apply to parents who are adopting a child due to be placed on or after 5 April 2015 via an adoption agency. In order for adoptive parents to take shared parental leave in respect of a child they must meet similar eligibility criteria as described above, and be entitled to statutory adoption leave. Parents must provide a similar notice of entitlement to their employers. However, the notice must also confirm:

- the date the parents were notified as having been matched with the child,
- the date the child is expected to be placed with the parents, and
- a declaration which includes the parents' national insurance numbers and consent to the amount of time the other parent intends to take.

If the employer requests any evidence of eligibility then, instead of providing a birth certificate, the employee may be required to provide copies of documents issued by the adoption agency confirming the date the parents were matched with the child. The other requirements such as for giving notice,

timeframes and periods of continuous or discontinuous parental leave follow the same process as outlined above.

For surrogacy arrangements, if the intended parents have applied, or intend to apply, for a 'parental order' then, subject to meeting qualifying conditions, the nominated 'primary' adopter will be entitled to take adoption leave and pay and to end their adoption leave early and move onto shared parental leave.

## 45. Paternity Leave

### Introduction

It is the Company's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the paternity provisions are complex, employees should clarify the relevant procedures with their manager to ensure that they are followed.

### Ordinary paternity leave

An employee whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to two weeks' ordinary paternity leave provided that he/she has 26 weeks' continuous service by the end of the 15<sup>th</sup> week before the week in which the child is expected.

Ordinary paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take ordinary paternity leave where the other adoptive parent has elected to take adoption leave. A separate policy is available in respect of adoption leave. In respect of an adopted child, the employee must have 26 weeks' continuous service by the week in which the child's adopter is notified of having been matched with the child for adoption.

To qualify for ordinary paternity leave, the employee must also have, or expect to have, responsibility for the upbringing of the child and be making the request in order to help care for the child or to support the child's mother.

Ordinary paternity leave is granted in addition to an employee's normal annual holiday entitlement. Ordinary paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. If the child is born early, it must be taken from the time of the birth but within eight weeks of the expected date of childbirth. Ordinary paternity leave can start either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date.

### Notice Requirements

Where an employee wishes to request ordinary paternity leave in respect of a birth child, they must give their line manager 15 weeks' written notice of the date on which their partner's baby is due, the length of ordinary paternity leave he/she wishes to take and the date on which he/she wishes the leave to commence.

In the case of an adopted child, the employee must give written notice of his/her intention to take ordinary paternity leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency. The notice must specify the date the child is expected to be placed for adoption, the date the employee intends to start ordinary paternity leave, the length of the intended ordinary paternity leave period and the date on which the adopter was notified of having been matched with the child.

If an employee subsequently wishes to change the timing of the ordinary paternity leave, he/she must give 28 days' written notice of the new dates. The employee must also, if so requested, complete and sign a

self-certificate declaring that he/she is entitled to ordinary paternity leave and ordinary statutory paternity pay.

### **Ordinary statutory paternity pay**

Pay during ordinary paternity leave will be at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate. However, employees whose average weekly earnings are below the lower earnings limit for national insurance contributions will not be eligible for ordinary statutory paternity pay.

Statutory paternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Statutory paternity pay can start from any day of the week in accordance with the date the employee starts his/her paternity leave.

### **Shared Parental Leave**

There is a separate policy in relation to Shared Parental Leave however it should be noted that in order to take Shared Parental leave, ordinary paternity leave must be taken first. Ordinary paternity leave cannot be taken if a period of shared parental leave has already been taken in respect of the same child.

## **46. Adoption Leave**

This policy sets out the rights of employees to statutory adoption leave and pay.

On or after 5 April 2015, an employee who adopts a child through an approved adoption agency is entitled to up to 52 weeks' adoption leave from day one of his/her employment.

The employee's entitlement is to take up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave. The employee's maximum entitlement is therefore to take up to 52 weeks' adoption leave.

When a couple adopt a child only one individual from that couple may take statutory adoption leave. When two people have been jointly matched for adoption one of them must elect to be the child's adopter for the purposes of taking the statutory adoption leave. The other member of the couple may be entitled to take one or two consecutive weeks of ordinary paternity leave.

All employees who take adoption leave have the right to return to work at any time during either ordinary adoption leave or additional adoption leave, subject to their following the correct notification procedures as set out below.

### **Who qualifies for statutory adoption pay and how much will the employee receive?**

Employees who take adoption leave will also qualify for statutory adoption pay, provided that they have 26 weeks' service calculated as at the week in which notification of matching was given by the adoption agency and have average weekly earnings not less than the lower earnings limit for national insurance contributions. Statutory adoption pay is payable for up to 39 weeks. In relation to adoption pay periods beginning on or after 5 April 2015, statutory adoption pay is payable at 90% of normal earnings for the first six weeks, following which it is payable at the rate set by the Government for the relevant tax year (or 90% of normal earnings, if that is lower than the Government's rate).

Parents who will become the legal parents of a child under a surrogacy arrangement are entitled to take statutory adoption leave if the child's expected week of birth begins on or after 5 April 2015. Local authority foster parents who are also prospective adopters ("foster to adopt") are entitled to take ordinary adoption leave in relation to children matched for adoption on or after 5 April 2015.

Statutory adoption pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

### **Timing of adoption leave**

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

To make administration as easy as possible, the employee should discuss the timing of his/her adoption leave with his/her immediate manager as early as possible.

### **Notice requirements**

To be entitled to take adoption leave and receive statutory adoption pay, the employee is required to give the Company written notification of his/her intention to take adoption leave no later than seven days after the date on which notification of the match with the child was provided by the adoption agency. Notice, which must be in writing if the Company requests it, must specify the date the child is expected to be placed with the employee for adoption and the date the employee intends his/her adoption leave to start.

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

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

### **Time off to attend adoption appointments**

From 5 April 2015, employees who are adopting a child are entitled to take time off to attend adoption appointments.

An employee adopting a child alone is entitled to take paid time off to attend up to five adoption appointments (under s.57ZJ of the Employment Rights Act 1996). Where an employee is part of a couple jointly adopting a child, the couple can elect for one of them to take paid time off to attend up to five adoption appointments (under s.57ZJ of the Employment Rights Act 1996). The other can elect to take unpaid time off to attend up to two adoption appointments (under s.57ZL of the Employment Rights Act 1996).

The purpose of the appointment is to enable the employee [and his/her partner] to have contact with the child (for example, to bond with him/her before the placement) and for any other purpose connected with the adoption (for example, to meet with the professionals involved in the care of the child).

The appointment must have been arranged by or at the request of the adoption agency. The time off must be taken before the date of the child's placement for adoption with the employee.

The Company will ask the individual for proof of the date and time of the appointment and that the appointment has been arranged by or at the request of the adoption agency (for example, a letter or email from the adoption agency).

In addition, if the employee is adopting jointly, the Company will ask the individual to sign a declaration, to be submitted alongside the documentary evidence, confirming that he/she has elected to exercise his/her right under either s.57ZJ or s.57ZL of the Employment Rights Act 1996 to take time off to attend an

adoption appointment. The Company will ask for the declaration on the first occasion on which the individual asks for time off to attend an adoption appointment.

### **Rights during adoption leave**

During ordinary adoption leave and additional adoption leave, all terms and conditions of the employee's contract except normal pay will continue. Salary will be replaced by statutory adoption pay if the employee is eligible for it.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place.

Employees are encouraged to take any outstanding holiday due to them before the commencement of adoption leave. Employees are reminded that holiday must be taken in the year that it is earned.

### **Contact during adoption leave**

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

### **Keeping-in-touch days**

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

The Company has no right to require employees to carry out any work and employees have no right to undertake any work during their adoption leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and the Company.

### **Returning to work after adoption leave**

The employee may return to work at any time during ordinary adoption leave or additional adoption leave, provided that he/she gives the appropriate notification. Alternatively, the employee may take his/her full period of adoption leave entitlement and return to work at the end of this period. If the employee wishes to return before the full period of adoption leave has elapsed, he/she must give at least eight weeks' notice in writing to the Company of the date on which he/she intends to return.

The employee has the right to resume working in the same job if returning to work from ordinary adoption leave. If the employee returns to work after a period of additional adoption leave, he/she is entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of adoption leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the adoption leave period.

If the employee decides during adoption leave that he/she does not wish to return to work, he/she should give written notice of resignation to the Company as soon as possible and in accordance with the terms of his/her contract of employment.

## Transfer of adoption leave

### *Shared parental leave*

Shared parental leave enables adopters to commit to ending their adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from adoption leave and opt in to shared parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the Company is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of separate blocks of leave (in which case the employee needs the Company's agreement).

To be able to take shared parental leave, an employee and his/her partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the adopter curtailing his or her adoption leave.

Employees can refer to the Company's policy on shared parental leave, where they will find full details of the eligibility requirements, as well as instructions as to how the adopter's adoption leave can be curtailed. The Company's policy on shared parental leave sets out the notice periods with which employees must comply and what evidence they must provide to the Company. The policy also contains more details on [employees' entitlement to statutory shared parental pay/the Company's shared parental pay scheme].

The adopter and the partner should ensure that they are each liaising with their own employer when making requests for shared parental leave.

### *Additional paternity leave*

Additional paternity leave continues to be available in relation to children placed for adoption before 5 April 2015. If an employee proposes to return to work by giving proper notification, his/her spouse, civil partner or partner may be eligible to take additional paternity leave (and additional statutory paternity pay) once he/she has returned to work.

The earliest that additional paternity leave may commence is 20 weeks after the adopted child's placement and it must end no later than 12 months after the date of placement. The minimum period of additional paternity leave is two consecutive weeks and the maximum period is 26 weeks.

Further details should be obtained from the employee's spouse's or partner's employer. He/she will be required to submit a written and signed declaration form to that employer, which may also make additional enquiries of the Company to verify its employee's entitlement to additional paternity leave and pay.

## 47. Ordinary Parental Leave

### **Introduction to ordinary parental leave**

An employee is entitled to up to 18 weeks' unpaid parental leave per child if he/she:

- is the parent of a child who is under 18 years of age;
- has adopted a child under the age of 18 (the right to parental leave lasts for a period of five years from the date of adoption or until the child's 18<sup>th</sup> birthday, whichever is the sooner); or
- has acquired formal parental responsibility for a child who is under 18 years of age.

An employee who is the parent or adoptive parent of a child who has been awarded disability living allowance or personal independence payment is entitled to up to 18 weeks' unpaid parental leave, which can be taken up to the child's 18<sup>th</sup> birthday.

To qualify for parental leave, employees must have completed at least one year's continuous service with the Company.

### **Rights during parental leave**

Qualifying employees will be entitled to a maximum of 18 weeks' parental leave to be taken up until the child's eighteenth birthday. During parental leave the employee will remain employed, although pay and most contractual benefits will be suspended. The right to accrue statutory holiday entitlement will, however, remain in place. Certain other terms of employment will remain in force. During parental leave employees will be entitled to the implied obligation of trust and confidence, and any terms and conditions of employment relating to:

- notice of termination;
- redundancy compensation; and
- disciplinary or grievance procedures.

Employees taking parental leave will be bound by the implied obligation of good faith, and any terms and conditions of employment relating to:

- notice of termination;
- disclosure of confidential information;
- the acceptance of gifts or other benefits; and
- participation in any other business.

### **Conditions of leave**

The company has adopted the default scheme for the taking of parental leave and the following conditions apply.

An employee may not exercise any entitlement to parental leave unless he/she has complied with any request made by the Company to produce evidence as to: his/her entitlement (eg parental responsibility or expected responsibility for the child in question; the child's date of birth or date on which placement for adoption began; or, where the employee is exercising a right in relation to a disabled child, details of the child's entitlement to disability living allowance or personal independence payment).

The employee must give proper notice of the period of leave that he/she proposes to take. This notice must be given to Pama at least 21 days before the date on which leave is to start and must specify the dates on which the period of leave is to begin and end.

Where the employee is the father of the child in respect of whom the leave is to be taken and he requests parental leave to begin when his child is born, his notice must specify the expected week of childbirth and the duration of the period of leave. The employee must give this notice at least 21 days before the expected week of childbirth.

Where the parental leave is in respect of an adopted child and is to begin on the date of the placement, the employee's notice must be given to the Company at least 21 days before the beginning of the week in which the child is to be placed for adoption, or as soon as is reasonably practicable thereafter. It must specify the week in which the placement is expected to occur and the duration of the period of parental leave requested.

The company may postpone a period of parental leave (other than where parental leave has been requested immediately after childbirth or immediately after placement for adoption) where Pama considers that its business would be unduly disrupted if the employee were to take leave during the period requested. In such a case, Pama will allow the employee to take an equivalent period of parental leave

beginning no later than six months after the commencement of the period originally requested. Pama will give notice in writing of the postponement stating the reason for it and specifying suggested dates for the employee to take parental leave. Such notice will be given no more than seven days after the employee's notice was given to the Company.

### **Return from leave**

At the end of parental leave, the employee will be entitled to return to the same job, provided that the leave was for a period of four weeks or less (and did not follow on immediately from a period of additional maternity or adoption leave). If the period of parental leave was longer than four weeks (or followed on immediately from a period of additional maternity or adoption leave), then the employee will be entitled to return to the same job or, if that is not practicable, to a similar job that has the same or better status, terms and conditions as the previous job.

### **Blocks of Leave**

Leave may be taken in blocks of one week; this is therefore the minimum allowance of leave that will be deducted from your allowance even if you only take part of that week save; in the case of parents of disabled children who are able to take leave of one day if desired. You are entitled to take all the leave in one go and be absent from work for 18 weeks; however, special permission will be required from the Managing Director for such a leave of absence. The usual term of leave that the Company recommends is 4 weeks in any one block in any year. For these purposes a year is the period of 12 months beginning when the employee first becomes entitled to parental leave in respect of the child in question, and each successive period of 12 months beginning on the anniversary of that date.

## **48. Annual Leave / Holidays**

Your annual leave entitlement is as is specified in your Contract of Employment and may increase in line with the holiday bonus scheme. The holiday year runs from January to December in each calendar year.

Holidays can be taken at a mutually agreeable time with the Company. The Company reserve the right to reserve some holiday entitlement as it suits the Company e.g. Christmas.

### **Carry Over days**

Pama Wholesale: You are allowed to carry over a maximum of 5 days holiday from the previous year to the following year but they must be used by the end of February. Fonebitz: You may carry over the equivalent of 1 week's hours, again to be used by the end of February.

### **Booking Holidays**

To avoid disappointment when booking holidays please ensure that before booking holidays, the correct procedure is followed as below:

#### **Pama Wholesale Holidays monitoring.**

- Staff to email HR their request
- HR email back to both the employee and their manager / supervisor
- Consent is assumed unless the manager responds by return.

#### **Fonebitz Hours, Holidays and Absence reporting.**

- Staff complete a holiday request form
- ASM to authorise and send back to employee and copy Accounts in
- ASMs to keep track of their staff's entitlement and holidays taken
- Accounts will keep Head Office record.

Failure to follow this process may lead to your request being refused, but in any case the company reserve the right to refuse a holiday request on reasonable grounds.

## 49. Sickness

If you are absent from work on account of sickness or injury, you or someone on your behalf should inform your Area/Line Manager by telephone of the reason for your absence as soon as possible but no later than thirty minutes before the time you were contracted to commence work on the day in which the absence first occurs. Should your Area/Line Manager be unavailable you must telephone another Area Manager or department Manager. Please note that text messages or emails are not acceptable methods of communicating absence.

You will be required to give the nature of your illness and your estimated duration of sickness absence and the Manager who you call will be required to complete and sign a sick notification form. A copy of the form and the questions that will be asked to either you or the person that phones on your behalf can be found in the Forms section of Pama.com

In all cases of sickness or injury which necessitate taking time off work, it is expected that you will do your utmost to facilitate a speedy return to fitness and to work. In this regard you are expected to act sensibly and honestly.

In respect of absence lasting 7 or fewer calendar days, you need not produce a doctor's medical certificate unless you are specifically requested to do so. You must, however, complete the Company's self-certification form immediately upon your return to work after such absence (a copy for your reference is contained in the Forms section of Pama.com) and you are required to contact your Area/Line Manager each day of sickness absence to provide an update on your condition.

In respect of absence lasting more than 7 calendar days, you must on the 8th calendar day of absence provide a medical certificate stating the reason for absence and thereafter provide a medical certificate each week to cover any subsequent period of absence.

Failure to provide the relevant medical certificate will mean that you are deemed as absent without leave (AWOL) and may result in disciplinary action being taken against you. It can also affect your entitlement to SSP (see below).

### Contact with employees during sick leave.

If you are on long term sick leave then it is expected that you will keep your employer updated as to your progress each week. In addition your employer will want to keep in touch with you, therefore they may, at their discretion, arrange to visit you at home. This right will be exercised reasonably and you will be given adequate notice of such a visit. These visits may also include a visit from an Occupational Health Physician to prepare any such reports, agreed with you.

### Consent for a medical report.

Your employer may, at its discretion, request that a medical report be prepared by your GP, Specialist or an Occupational Health Physician. This request will be to gather information so an assessment can be made about your current, and the likelihood of future, health issues and how those will impact on your ability to perform your role and what, if any, steps can be taken to assist you.

You are expected to co-operate with this request by providing your express consent for such information to be obtained when required. You do have a right to refuse, however it is pointed out that if you do so then this is to your detriment. Such a report will help your employer make informed decisions about your ongoing employment. If you refuse medical reports to be provided to your employer then your employer will make a decision about your fitness to resume work without that information. This is neither in yours or your employers interests, but may be required.

Further you consent to undergo, if requested, a medical examination by an Occupational Doctor and allow that doctor to provide a medical report for disclosure to and discussion with your employer. If you refuse, without good reason to do so, this may lead to disciplinary action being taken. Your employer would prefer not to take this course of action but may be forced to if you refuse your consent.

The Company operates the Statutory Sick Pay scheme and you are required to co-operate in the maintenance of necessary records. For the purposes of calculating your entitlement to Statutory Sick Pay 'qualifying days' are those days on which you are normally required to work. You will not be paid for three waiting days whilst you are waiting for your statutory award although payment may be made in certain circumstances at the Company's discretion.

Payments made to you by the Company under its sick pay provisions in satisfaction of any other contractual entitlement will go towards discharging the Company's liability to make payment to you under the Statutory Sick Pay scheme.

### **Sickness during Annual Leave**

If you are ill before your annual leave is due to start and you inform your Area/Line Manager immediately, the Company may treat that absence as sick leave and further annual leave may be authorised at a time to be agreed with your Area/Line Manager. In these circumstances a medical certificate must be provided to confirm your illness. Should you become ill after your annual leave has commenced, sick leave will not be permitted in these circumstances. Discretion will always apply and the circumstances of each occasion will be fully considered.

### **Sickness During Suspension**

During any period of suspension you must make yourself available to attend any meetings at the Company's request. If however, you are ill during any such period, SSP will override any entitlement to full pay whilst on suspension and you will be required to follow this sickness policy in the normal way.

Please be aware that failure to comply with any terms of this policy / procedure may result in disciplinary action being taken against you. Furthermore the disciplinary procedure may be invoked at any time where it is deemed appropriate for example should a pattern of absence appear or where regular but minor illnesses are the reason for absence.

If a member of staff has been off sick for one working week or more, a back to work review must be held with their Manager on their first day back and the form be filed with HR. This protects the staff member and the company as they may not be fit to return to work.

In order to reduce sickness, trigger levels are in place: Should anyone hit 5 occurrences of sickness in any 6 month period or 3 weeks in any 6 month period they will be invited to attend a formal review with their line manager and HR. These trigger levels excludes being a hospital in-patient.

### ***Pama Wholesale Hours and Absence reporting.***

If a member of staff, or someone on their behalf calls in sick, their absence should be reported to HR by their line manager, or if they are off, by the person who takes the call. Reporting should be by email to [HR@pama.co.uk](mailto:HR@pama.co.uk)

All Managers are responsible for the correct reporting of their staffs' sickness and will be held directly responsible for this procedure.

### ***Fonebitz Hours and Absence reporting.***

#### **Absence reporting:**

- ASMs to continue to email [HR@Pama.co.uk](mailto:HR@Pama.co.uk) with each sickness and absence as they occur.

- General Manager to manage this and ensure catchall in place.

#### Hours reporting:

- ASMs will ensure Opus record of hours is kept up to date and accurate.
- An electronic page has been created for the ASMs to action this easily.
- Accounts to pay from Opus hours, additional page from ASMs and holiday record.

All Managers are responsible for the correct reporting of their staffs' sickness and will be held directly responsible for this procedure.

## 50. Company Absence Conversion Policy

This policy is to cover converting sick days to holiday only. The Company does not run a sick pay scheme. We will allow people to convert up to 3 sick days to holidays twice a year if required; this is down to the discretion of the line manager/ASM. An example of this would be if you take 2 days off sick you could convert these sick days to holiday if you wanted, provided you have holidays left to take and it is authorised by your manager. This can be done twice in one calendar year only.

It will be the responsibility of the individual to assess the relative benefit of doing this compared to taking SSP. The SSP rate is calculated according to HMRC guidelines. SSP cannot be claimed for the first 3 days of sickness, however if the claimant is off sick again within 8 weeks there are no waiting days.

## 51. Other Leave

For any other required leaves of absence including Trade Union, Health & Safety meetings, these together with all other occasions arising should be discussed with a Company Director. The Company is committed to allowing reasonable time off for any valid activity wherever possible.



## SECTION D - POLICIES

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## 52. Group Health & Safety Policy

The Company is committed to providing a safe working environment and to care for the health and safety of its employees. The Company has a strict policy that it will comply with the provisions of the Health and Safety at Work Act 1974 and all associated regulations and codes of practice that are made and may come into force under it from time to time. The Company co-operates with the Health and Safety Executive and takes into account all recommendations that it may make. The Company will comply with what is regarded as best practice in relation to the work that it carries out.

### *Company Responsibility*

The Directors have ultimate responsibility for Health and Safety matters and are committed to ensuring that standards are upheld and that sufficient funding and training is made available.

At all times the Company will conduct its activities in such manner as to ensure that the health and safety of its employees are not affected and that they are not exposed to risk to health and safety. The nature of the industry means that there may be risks and where they exist the Company will do everything that is reasonable to reduce these risks.

### *Lines of Responsibility*

It is important that there is clear recognition of the lines of responsibility in relation to health and safety matters so that the area of health and safety is not ignored or neglected. In this respect the general lines are:

Overall and final responsibility for health and safety policy rests with the Directors.

Overall responsibility for the day-to-day implementation of health and safety policy rests with a Company Director.

The Company takes its duties of consultation very seriously and responsibility for consultation with employees on health and safety issues; this rests with a Company Director. If appropriate this consultation will take place through trade unions or staff representatives.

On a day-to-day basis, managers have responsibility for implementing health and safety policies and employees must ensure that they comply with all rules, regulations, instructions or other measures to ensure health and safety at work and they must co-operate with their managers in this respect.

On a day-to-day basis there are set procedures should an accident occur and employees should be fully acquainted with these procedures. There are also rigorous reporting procedures in relation to accidents and you must direct all your queries and information relating to any such accident or incident to the nominated person.

### *The Company Responsibility*

The Company carries out the following in order to ensure that health and safety standards are complied with:

Assessment of risks in the workplace to the health and safety of employees and identification of measures that need to be implemented to comply with all health and safety obligations and periodic risk assessments which are carried out for this purpose.

The provision of:

- A safe place of work by ensuring that all equipment, machinery and safety devices thereon, locations and means of access and egress to the workplace are such that the environment is safe;
- All necessary safety equipment and clothing;

- Instruction and training to ensure safety standards are complied with.
- The establishment of clear emergency procedures.
- Regular consultation with the workforce to ensure that they are fully aware of safety matters, are able to air their concerns and that there is full co-operation between the company and the workforce.
- The establishment of appropriate committees for consultation.

### *Your responsibilities*

In order to assist the Company in ensuring safety standards are met you have a responsibility to ensure that you are fully conversant with all requisite standards. Any failure to comply with health and safety standards may result in disciplinary proceedings. As part of this duty the employee should:

- Actively co-operate with the Company to ensure that this health and safety policy is met by complying with all safety equipment or clothing that has been provided.
- Ensure that any equipment or machinery is used in accordance with safety instructions and immediately report any malfunction or other difficulty with machinery or equipment that could be a risk or health hazard.
- Report any accidents that occur and co-operate in any investigation.

This policy is for your own good and the good of your colleagues and must be adhered to. Any queries arising out of the policy must be addressed to your manager.

## **53. Fonebitz Health and Safety Policy**

*The following is taken directly from the FB H&S manual which is in the forms section of the pama.com website..*

### *Responsibilities for Health and Safety*

#### **Managing Director / Group Sales Director**

As Directors we have overall responsibility for health and safety across all of FB operations. We will ensure that suitable competent people are in place, along with sufficient resources to enable this Policy to be implemented fully. In conjunction with all employees we will monitor this policy's requirements to ensure its effectiveness, also provide clear direction in respect of health and safety matters, especially covering the development of initiatives in connection with the companies Improvement Plan.

#### **National Sales Managers / General Manager**

The National Sales Manager is responsible for the implementation of this Policy across all stores, ensuring that all staff are aware of the requirements relevant to their role and monitor its success through formal reviews. They are also responsible in ensuring that sufficient resources are available to guarantee that stores are safe and suitably maintained. They will ensure adequate information is received regarding matters which affect health and safety to continually promote employee involvement in the health and safety effort, especially within the completion of items and monitoring of the Health & Safety Improvement Plan. This will ensure that there is good communication regarding health and safety within all areas

#### **Area Sales Managers**

Each Area Sales Manager is responsible for the implementation of this Policy within their operations. They ensure that all staff are aware of the requirements relevant to their role and monitor its success through formal reviews. They have a responsibility to ensure competent people are in place so that there is effective management of all stores under their control. This will be through effective and structured training programmes also monitoring the stores through inspections. They will actively monitor store

standards by completing regular inspections and ensure all inspections listed on the FB scheme of inspections are up to date with formal records available.

### **Existing Employees**

FB values the involvement of all employees and will encourage participation through consultation. Everyone is expected to take an active role in improving standards by, for example, reporting Near Miss / Hazard Alert, carrying out risk assessments and undertaking inspections in line with the scheme of inspections etc. It is the responsibility of everyone to comply with and enforce this policy and specific safety procedures applicable to their role. The most significant effect each of us can have on eliminating workplace accidents is by adopting a positive health and safety attitude at all times.

Everyone should demonstrate personal leadership in respect of health and safety by ensuring that they don't walk past unsafe work practices and by advising their line manager of any unsafe acts or conditions.

We should be aware that our acts and omissions can put others at risk and should never take short cuts that compromise safety.

### **New Starters**

In addition to the requirements of the general employees all new starters will be introduced and inducted with the contents of this policy. This process will run over the induction training program, only when both the new starter and FB are satisfied that the new starter is conversant with the requirements will he/she move on with specific training etc.

During induction new starters must remain extra vigilant when carrying out all tasks and raise any concern they have with health and safety practices within the work place. Assistance in this way will help us ensure that all new starters are aware of the correct manner in which tasks are to be performed, also enable poor practices to be highlighted and actions taken to improve safety.

### **Sub- contractors**

All sub-contractors will adhere to this policy and formally confirm receipt, more importantly, understanding of the requirements, when working for FB. They will be expected to set an example and not walk past any unsafe work practices. They will be expected to participate in all relevant planning, meetings, and development of risk assessments etc, ensuring high standards are maintained.

### **Health & Safety Consultant**

External Health & Safety support is available to all levels of FB in the improvement of the health and safety culture and helping structure the forward plans. The aim is to influence a continuing reduction in work related accidents and ill health and monitor compliance with this policy, health and safety performance and standards. The health and safety consultant will provide a high quality Health and Safety management resource. One of the main duties is to support the operations when preparing and completing actions arising as part of ongoing health and safety improvements.

## ***Arrangements for Health and Safety***

### **Statutory Duties, Inspections and Remedial Works**

FB will comply with all relevant statutory duties and inspections. A full list of requirements is recorded on the inspection scheme which lists inspection requirements (ensure maximum time periods are not exceeded), responsibility for commissioning inspections, actioning defects and close out / sign off. The scheme will be monitored / maintained by the Area Sales Managers

The exact scope and frequency of inspections is determined and documented in the scheme it also includes the necessary statutory inspections. The scheme is reviewed periodically to ensure that it remain comprehensive and effective. Inspections are carried out by people who are competent by virtue of their

training and experience. Records are kept detailing items listed on the various registers and frequency of inspection, together with plans for the remedial work to be carried out.

### Planning

Health and safety planning is critical in improving standards / business performance and driving down accident rates. A formal Health and Safety Improvement Plan is produced on an annual basis. The plan is established following consultation with all employees levels and where relevant sub-contractors. The Directors will be responsible for ensuring that the items on the plan are adequately resourced and shall monitor progress on a monthly basis.

Items listed on the health and safety improvement plan shall also arise from risk assessments, audits, inspections, near miss reporting, etc.; the plan will include clear objectives, targets and aims to minimise hazards, control risks and reduce accident rates on an ongoing basis. New statutory requirements will be considered during the planning process.

### Risk Assessments

All levels within the business and if required sub-contractors will be involved in the risk assessment process covering all relevant activities. Assessments will cover all generic and specific hazards with associated risks identified and subsequent control measures being suitable and sufficient. All relevant employees will receive trained in hazard identification and risk assessment. The assessment process will include the review of all relevant statutory requirements, i.e. site and personnel security, manual handling, DSE etc.

Completed risk assessment forms, including significant findings, will be brought to the attention of all relevant people, including contractors and visitors and included within in the store health and safety file.

Risk assessments shall be reviewed if there is any reason to suspect that the original assessment is no longer valid, such as a change in process, staff, working conditions, etc, or following an accident or reported near miss / hazard. In addition they shall be formally reviewed at least once every 12 months.

All persons involved in the risk assessment process will formally confirm their involvement on the individual assessment sheets.

### Company Meetings and Reports

Health and Safety shall be an agenda item at all company operations meetings. This will provide an opportunity to discuss health and safety alongside other business matters, ensuring that policy decisions are made that best suit the business. All management reports shall contain relevant health and safety information to ensure that matters are recorded and communicated throughout the organisation.

### Consultation with Employees

It is important that the health and safety interests of all employees are represented. As such regular health and safety discussions will be held at each store during the inspection process as per the inspection schedule. All employees shall be encouraged to participate in a constructive and positive manner. Any items raised will be discussed at the monthly management meetings with all staff informed of actions and decisions taken.

### Health and Safety Information

Relevant Health & Safety information will be circulate to all employees. The health and safety consultant will provide suitable items to the company's attention with any relevant advice included. This service will also include relevant information covering new health and safety legislation. The National Sales Manager will ensure that all relevant health and safety information is circulated to employees.

## Training On Induction

All new employees, including temporary and agency staff, will receive safety training to ensure safe methods of working are adopted at all times. Training will commence on day one and will consist of a formal written programme that takes into account the individual needs of the employee and the specific job role. The FB code of conduct will be explained and formal conformation of acceptance obtained. The duration of the induction training programme will vary dependent on the individual and the complexity of the tasks. The duration will be sufficient to ensure that the employee or others are not put at risk. In particular specific requirements shall be put in place where young / inexperienced employees are recruited. After a predetermined period the induction shall be formally reviewed and assessed, to ensure full understanding of procedures and areas/items discussed.

## Ongoing Training

Training needs for all personnel shall be formally identified during reviews on an annual basis. Training and development programmes will help ensure that all employees are competent for their job role. Up to date training records shall be kept.

## Specific Training

Where required specific training will be given along with a period of assessment to ensure competence, i.e. first aid etc. Only when employees have successfully completed the program will they be deemed competent and certificated accordingly.

## SSOW and Procedures for operation

Suitable safe systems of work are prepared for all relevant tasks and operations undertaken, i.e. personnel and site safety etc. These have been completed involving relevant employees and contractors as required.

## Working at Height

If work cannot be carried out safely from ground level then suitable access equipment will be utilised. Ladders must not be used to work from, unless for very short durations and in compliance with the working at height risk assessment.

## Control of Contractors

An Approved List of contractors is maintained centrally and made available to all staff who are responsible for employing contractors. Contractors are only included on the approved list when they have provided sufficient information demonstrating their competence. This information includes proof of any relevant health and safety passport scheme, insurance, staff competence etc. Information used to justify inclusion on the list is retained and formally reviewed at least annually.

Where contractors fail to demonstrate safe working practices they will be withdrawn from the Approved List and their services no longer employed until they can guarantee safe working practices.

Before starting work contractors will receive an appropriate period of induction to ensure that all relevant health and safety requirements are addressed. This induction will include formal conformation of acceptance with the FB contractor health and safety standards document and if required a permit to work will be issued.

## Welfare

In accordance with the requirements of the Workplace (Health, Safety and Welfare) Regulations, the company provides workplaces with adequate provision for ventilation, temperature, lighting, sanitary conveniences and washing facilities. All staff have been made aware of the procedure for welfare facilities on individual stores.

### Health Care and Monitoring

All new employees complete a health questionnaire prior to them commencing work. The questionnaires are reviewed to ensure the new employees general state of health does not put their safety at risk, or put others in danger.

All staff will be made aware of the content of the Drug & Alcohol Policy. The Policy is designed to promote a culture in which drug and alcohol abuse is discouraged and to ensure that employees' use of either drugs or alcohol does not impair the safe and efficient running of the organisation, or result in risk to the health and safety of themselves, other employees, or third parties.

### Fire Prevention

Through the risk assessment process a fire risk assessment has been completed which details general fire prevention activities for all service stations. This assessment covers all aspects of fire prevention ranging from housekeeping to advice from local fire services etc. Relevant sections of the assessment covering specific requirements for FB staff have been retained within the store HS file with staff instructed and training as required. This will ensure staff are aware of their responsibilities during an emergency at the service stations.

### Stress Management

Stress management is a key concern within business. It is FB intention not to create work patterns that have the potential to create stressful circumstances. If, however situations arise which cause difficulties, e.g. pressures of work, contact with clients, home life issues etc, this should be discussed in the first instance with your line manager and / or DLP. All instances will be treated with the utmost confidentiality with assistance given where required.

### Emergency Procedures

Risk assessments consider potential emergency situations are used to determine the range and extent of emergency plans required. Emergency plans are in place at all service stations which are designed to assist people in responding quickly and efficiently should any serious incident occur. The risk assessment and plans shall be used to determine the requirements for emergency drills and specific training.

The plans include the full address of the site, contact numbers for key persons and local emergency services. The contact details and all relevant sections of the plans shall be prominently displayed and the arrangements agreed with the individual service station management. All necessary emergency equipment shall be provided, clearly identified and readily accessible. Appropriate first aid provision shall be in place at all times, this can be obtained from the Duty Manager of the service station.

### Accident / Incident Reporting & Investigation

All accidents / incidents / Near misses including road traffic accidents involving injury or property damage on company controlled operations, must be reported via the standard FB accident reporting procedure.

All reports will be thoroughly investigated to establish not only the immediate causes but also the underlying reasons behind each event, thus determining what further precautions are required. All persons who carry out accident / incident investigations will be formally trained in accident reporting, investigation and emergency procedures. The health & safety consultant will assist with accident investigations where required until suitable trained staff are in place. Where the need for further control measures is identified, positive action must be taken as quickly as possible to ensure a recurrence is avoided. In all cases when accidents, incidents or near misses / hazards are reported dialog and feedback must be received and given to the person who made the report.

Records of all accidents / incidents and near misses will be produced and where possible statistical information developed to help identify trends and enable additional control measures to be introduced

that minimise the risk of further incidents. This information will be reviewed at company meetings and during store inspections. A detailed procedure is in place and communicated to ensure all accidents are reported, investigated, actions closed out and monitored at management meetings.

### Code of Conduct

All staff and contractors engaged by FB will be trained and acknowledge receipt of the code of conduct. This code will be followed at all times. It details the minimum requirements when working for FB, as an employee and contractor

### Vehicles

FB will provide suitable vans, cars etc to be used on company business. To ensure they are in a road worthy condition and all essential equipment is being carried, vehicle inspections will be completed. Additionally employees who drive vehicles on behalf of the company will be asked to provide proof and a copy taken every 6 months of their driving licence.

### Driving & Mobile Phones

Mobile phones must not be used whilst driving any vehicle on company business (driving is defined as sitting in a car with the engine running). People making calls to mobile phones are responsible for encouraging compliance with these standards by checking in the first instance that it is safe for the driver to receive the call. This prohibited use of mobile phones also extends while working in the packing/store area, operating stacker trucks, equipment or machinery. Please see the Vehicle User's handbook for further details

### Charging Mobile phones and personal devices

Please note: It is forbidden for Pama International staff to charge either personal or public mobile phones whilst in store. There have been various incidents where mobile phones on charge within the store have been stolen. Pama International are not insured for this loss and so this practice must not be carried out.

### Personal Safety

To aid site security and maintain personal safety and wellbeing, FB has developed procedures detailing measures to protect store managers. These provisions are regularly monitored to ensure they are operational. Store Manager safety is discussed at meetings to ensure standards are sufficient for the needs of all persons across all stores. FB does not expect any employee to put themselves in a situation where there safety is compromised. However reasonable verbal dialog should be made to protect FB property, without putting the store manager at risk of physical contact.

### Closing Statement

Everyone within FB and Sub-Contractors are responsible for helping to achieve the aims of this Policy and together must ensure zero tolerance of any practice that could result in accidents and ill health. Please remember that we are not expected to put ourselves at risk and that the requirement to work safely is a condition of employment.

**There is no reason for working in an unsafe manner and we must remember our moral obligation to our families and each other.**

By accepting this handbook, employees confirm that they have received the Health and Safety policy, attended a briefing and understand their individual responsibilities towards working in safe manner in line with the policy requirements. They also agree to read the policy, and raise with their supervisor any points where their current work process do not comply with the policy requirements, or any they do not fully understand.

### ***Accident, Incident, Dangerous Occurrence, Near Miss and Emergency Procedure***

In the event of an accident, incident, dangerous occurrence or near miss / hazard alert occurring it must be reported immediately to the Area Sales Manager (ASM) who will establish the initial severity of the occurrence. The ASM will then inform our health and safety consultant and DLP of the instance. If an injury has occurred which requires hospital treatment the emergency services will be called immediately.

Section 1 of the company accident report form held within the store HS file must be completed immediately after the accident/incident and where ever possible with the injured person. The ASM together with the injured person, any witness and the HS Consultant will complete a full investigation. Findings from the investigation will be entered on section 2 of the accident investigation form and if required reports to the HSE will be completed. If there is any doubt about what is required this should be confirmed with DLP or the Health and Safety consultant.

All accidents no matter how small should be recorded on an accident report. It is the responsibility of the injured person and/or any company personnel to ensure this is done.

If first aid treatment is given details of dates/ times and type of treatment administered needs recording on the accident report form. Appropriate first aid provision can be obtained from the Duty Manager of the service station.

The ASM will check during the inspection process the accident/incident records; this is to ensure no entries have been made which need investigating. In addition this review will assist in closing out remedial action identified during the investigation to reduce the risk of the accident/ incident from happening again.

**Accident report forms are located within the Store HS File.** All accident reports must be sent to DLP with a copy sent to the National Sales Manager (NSM) on completion and / or within in two days from the date of the accident or incident. DLP will inform Pama’s Managing Director of any incidents and this will be reviewed in the monthly DLP review meeting. All reports will be discussed during the monthly management meetings to monitor / ensure closure of any improvement areas, the reports will be raised at the meetings by the NSM. On completion of the accident investigation findings the NSM will send all relevant documentation to DLP for personnel file and also a copy within the central personnel files.

### ***Emergency numbers and contact priorities***

Area Sales Manager (North) .....	07917 766 550
Area Sales Manager (South) .....	07976 946 356
Area Sales Manager (East).....	07917 766 561
Area Sales Manager (West).....	07813 334 939
National Sales Manager (Ricky Harvey).....	07917 766548
DLP.....	0844 8156151
Health & Safety Consultant (Glenn Rowe) .....	07885 429285
Managing Director (Kevin McHugh).....	07767 884477
Site Director.....	
Company Head Office.....	0161 494 4200
HR Admin.....	0161 494 4270

## 54. No Smoking Policy

### *Purpose:*

This policy has been developed to protect all employees, service users, customers and visitors from exposure to second hand smoke and assist compliance with the Health Act of 2006. Exposure to second hand smoke increases the risk of lung cancer, heart disease and other serious illnesses.

### *Policy:*

It is the policy of the company that all our workplaces are smoke free, and all employees have a right to work in a smoke free environment. Smoking is prohibited in all enclosed and substantially enclosed premises in the workplace, this includes company vehicles. This policy applies to all employees, consultants, contractors, customers and visitors. For clarification "Smoking" includes the use of tobacco based products and so called e-cigarettes or "Vapes". Nicotine replacement therapies and medically prescribed treatments are exempt.

### *Implementation:*

Overall responsibility for policy implementation and review rests with your line manager. However, all staff are obliged to adhere to, and support the implementation of the policy. The HR department shall inform all existing employees, consultants and contractors of the policy and their role in the implementation and monitoring of the policy. They will also give all new personnel a copy of the policy on recruitment/induction.

Appropriate 'no-smoking' signs will already be clearly displayed at the entrances to and within the premises, and in all company vehicles, but absence of any signage should not be interpreted as permission to smoke.

### *Non-Compliance*

Disciplinary procedures will be followed if a member of staff does not comply with this policy. Those who do not comply with the smoke free law may also be liable to a fixed penalty fine and possible criminal prosecution.

### *Help to stop smoking*

The NHS offers a range of free services to help smokers give up. Visit [gosmokefree.co.uk](http://gosmokefree.co.uk) or call the NHS Smoking Helpline on 0800 169 0 169 for details. Alternatively you can text 'Give Up' and your full postcode to 88088 to find your local NHS Stop Smoking Service.

## 55. Equal Opportunities Policy

### **Our commitment**

The Company is committed to providing equal opportunities in employment and to avoiding unlawful discrimination in employment and against customers.

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

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

All members of staff must be aware of this equal opportunities policy and should abide by its terms at all times.

## The law

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

Discrimination after employment may also be unlawful.

Staff should not discriminate against or harass a member of the public in the provision of services or goods. It is unlawful to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaptation or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services. In addition, service providers have an obligation to think ahead and address any barriers that may impede disabled people from accessing a service.

## Types of unlawful discrimination

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

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

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

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

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

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

**Failure to make reasonable adjustments** is where a physical feature or a provision, criterion or practice puts a disabled person at a substantial disadvantage compared with someone who does not have that

protected characteristic and the employer has failed to make reasonable adjustments to enable the disabled person to overcome the disadvantage.

### **Equal opportunities in employment**

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

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

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

The Company will monitor the ethnic, gender and age composition of the existing workforce and of applicants for jobs (including promotion), and the number of people with disabilities within these groups, and will consider and take any appropriate action to address any problems that may be identified as a result of the monitoring process.

### **Dignity at work**

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

### **Customers, suppliers and other people not employed by the organisation**

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

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

### **Your responsibilities**

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

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

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

### **Grievances**

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

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

### **Monitoring and review**

This policy will be monitored periodically by the organisation to judge its effectiveness and will be updated in accordance with changes in the law. In particular, the Company will monitor the ethnic and gender composition of the existing workforce and of applicants for jobs (including promotion), and the number of people with disabilities within these groups, and will review its equal opportunities policy in accordance with the results shown by the monitoring. If changes are required, the Company will implement them.

Information provided by job applicants and employees for monitoring purposes will be used only for these purposes and will be dealt with in accordance with the Data Protection Act 1998.

## **56. Dignity at Work Policy**

### **Our commitment**

The Company is committed to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect. This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.

### **What is harassment?**

Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include, for example:

- unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
- offensive e-mails, text messages or social media content;
- mocking, mimicking or belittling a person's disability;

A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

## **What is bullying?**

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- physical or psychological threats;
- overbearing and intimidating levels of supervision;
- inappropriate derogatory remarks about someone's performance;

Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

## **If you are being harassed or bullied**

If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager, who can provide confidential advice and assistance in resolving the issue formally or informally.

If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.

We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.

Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

## **Protection and support for those involved**

Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

## **Record-keeping**

Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

## **57. Expenses Policy**

As part of your employment with the company, you may have expenses that the company should pay for. This document is to give you clear guidelines for expenses.

### ***Principles***

The company will only pay expenses which are:

- **Necessary** to the performance of the company
- **Exclusive** to company (not personal)
- **Receipted** as evidence of the expense (credit card slip or statement are not valid)
- **Authorised** by appropriate manager (written)
- **Timely** as all expenses are to be submitted once a month. No expenses will be reimbursed after 3 months.

All claims are to be submitted on the Company forms (see attached forms) and submitted to the accounts department by the 20<sup>th</sup> of each month. Claims will be paid by BACS separate from salary at the end of the month.

### *Travel Expenses Guidelines*

#### AIR TRAVEL

Please use the most economical way to travel, i.e. Economy or Budget airlines only.

#### RAIL TRAVEL

Please only purchase second class or advance booking for better deals.

#### HOTELS

When staying overnight, the following are the guidelines:

- Maximum of £65.00 inclusive of VAT (London £95.00)
- Meals up to £15.00 when staying overnight (per day)
- Day trip, up to £5.00 per full day maximum can be claimed for meals and refreshments
- No alcohol should be purchased or consumed during working hours.
- The company will not pay for extras, e.g. newspapers, pay TV, telephones, room service, mini bar, etc.

#### BY CAR

Always try and use a company car. If you have to use your own car, make sure your insurance will cover you for business use.

- In all claims, mileage forms must be filed with daily mileage and destinations supported with fuel receipts. You must fill in your private mileage on these forms. The company will not pay for use of fuel on your private mileage.
- OWN CAR: 25p per mile up to the first 100 miles per single journey. Over 100 miles you may only claim 11p (To claim this, you must fill in the mileage and expense form supported with receipts and valid destination).
- COMPANY CARS: Business mileage for fuel in the company car will vary depending on vehicle specifications.
  - All servicing, maintenance, repairs and tyres replacement, etc. must be authorised by PURCHASING.
  - You are expected to keep your car clean and tidy at your own expense.
  - In case of accident or damage to the car, you must inform admin at head office immediately and confirm in writing. Note that you are responsible for the excess (normally £500 but may be higher for some drivers or some vehicles) even if it is not your fault.
  - In case of a breakdown, all company cars have roadside assistance cover (AA or RAC).
  - Cost of replacement of lost or damaged keys or lockout are your responsibility.

## **PARKING, TOLLS AND FINES**

Please see the new separate parking policy

### **CUSTOMER GIFTS**

Please seek approval for any gifts. Generally these are not allowed and, in many cases, may be against the policy of the recipient.

### **CLOTHING ALLOWANCE**

No expenses are allowed. The company will provide shirts/t-shirts and fleeces for use in the warehouse/shop floor. Contact purchasing to obtain these.

### ***Instructions for Completion of Car Mileage Sheets***

Following a visit from HM Revenue & Customs, we have been requested to instruct all claimants that claim forms should now be filled in as follows:

- The date should be entered at the start of each day together with the starting mileage.
- Your starting postcode, customer and destination postcode are to be entered and the mileage to be entered into the 'business' column.
- If you then visit another customer on the same day, the details should be entered on the next line on the same basis as 'b)'.
- You also need to record which type of fuel your car uses together with the cylinder capacity, i.e. 1461cc.

There is now a new MAXIMUM amount we can pay per mile for various engine sizes which are as follows:

Engine Size	Petrol	Diesel	LPG
1400cc or less	12p	13p	7p
1401cc to 2000cc	15p	13p	9p
Over 2000cc	21p	17p	13p

Whilst these are the MAXIMUM we can pay, they are the prices that we MUST charge for private mileage. Below you will find a mileage form.

### ***CAR MILEAGE RECORD SHEET***

This can now be found at [www.pama.com/forms](http://www.pama.com/forms)

## **58. Company Vehicle Policy**

These clauses only apply to your employment if you are issued with a company vehicle at any stage during your employment. The same provisions and conditions of use will also apply in the event you are asked or offered the use of a company pool vehicle. This policy is intended to sit alongside the Vehicle User's Handbook.

### ***Provision & Cost***

The vehicle is provided for use on company business and also occasional personal use by the person to whom it is assigned and also a spouse or partner if agreed by a company director. The company will cover all expenses for the vehicles (excluding fuel for personal use).

### ***Authorised Use***

Only persons authorised by the company may drive company vehicles. You will be required to submit your driving license for bi-yearly checks and you are obliged to inform the company of any points on your license as soon as possible.

### ***Other Costs***

The authorised user will be expected to meet the costs of;

- Fines and costs for parking offences and other road traffic offences;
- All accidental damage to the vehicle whilst being used for private purposes, if the cost of the damage repair is under the excess figure agreed with the insurers.
- Any unauthorised vehicle user will be expected to meet the costs of repairs and other direct and indirect costs arising from damage caused to the vehicle.

When it is necessary to hire for company business then this must be done through the relevant person within the company.

### ***Insurance***

All company vehicles are insured under a group insurance policy arranged through the company's insurers. The insurance cover is comprehensive but only persons authorised by the company may drive company vehicles.

Authority must be obtained from the company before any private use of company vehicles.

An authorised user wishing to take a company car must notify the relevant person within the company by requesting permission at least one month before the intended date of usage.

Company property which is being carried by a vehicle owned or hired to the company will be covered for insurance purposes under the terms of our current policy to a maximum level in each case. Company insurance policies do not cover the personal property of individuals whom must ensure that your own risks policy adequately covers your own property, even when carried in a company or hired vehicle. If the vehicle is left unattended at any time, including overnight, it must be locked and all property placed in the boot otherwise the insurance policy will be invalidated.

### ***Road Tax & MOT Tests***

The company will ensure that all company vehicles are properly taxed and will issue reminders to the user when a MOT test is required. The user must ensure that as soon as this notification is received the test is carried out and the certificate sent to the company with a copy being kept by the driver.

### ***Repairs & Maintenance***

The user will ensure that the vehicle is kept clean and in a state of good repair and that it is maintained in accordance with the manufacturer's instructions. Non urgent repairs and maintenance outside regular

servicing must not be authorised by the user without prior consultation with the company. Emergency repairs may be authorised by the user, but details must be sent to the company as soon as possible. Any incident involving a company vehicle where an allegation is made against its construction, or condition, must be reported immediately to the relevant person within the company.

### ***Damage, Accidents & Incidents***

All accidents and damages, however slight, caused to the vehicle by any means, must be reported at once to the company.

In the event of an accident the driver of a motor vehicle must stop, exchange particulars of vehicle registration numbers, name and addresses of parties involved and those of the owners of the vehicles. If the accident involves personal injury then a certificate of insurance must be produced to the police at the time. If these procedures are not followed, the accident must be reported to the police as soon as possible and in any case within 24 hours.

In the event of any accident or motor offence, a driver must, if required by a Police Officer, state their date of birth, name and address of the owner of the vehicle, and produce their driving licence, certificate of insurance and if the vehicle is subject to any obligatory test, the test certificate (or copy in the case of the MOT certificate). These must be produced either to Police Officer at the time, or within five days to a police station specified by the driver at the time.

#### **It is important that no admission of liability is made.**

It must be reported to management immediately if any person authorised to drive company vehicles is arrested or reported for any offence relating to the use of the vehicle, or has any allegation made against him/her which could lead to a disqualification or a driving or licence endorsement, or any other circumstance that could affect their ability to drive company vehicles. You must also immediately inform Management if you have received any points on your license.

As an employee of the Pama Group you are responsible for the vehicle you are driving. Any damage to a company or third party vehicle which is incurred due to negligence on the employee's part will result in the employee being liable for the total cost of repairs for the vehicle.

Should you be involved in an accident in a company vehicle, photographs must be taken at the scene, showing damage to all vehicles and for property also all occupants of all vehicles and any bystanders involved. Names and addresses of all witnesses must also be obtained. Failure to comply with this ruling will result in an amount equal to the insurance policy excess being levied on the driver concerned. The company has the right to deduct this from the employee's wage.

Any damage caused to any part of the vehicle or to any third party vehicle or property and being attributable to the employee concerned will be paid for by that employee.

Please also note that the Pama Group will not pay parking tickets or driving fines.

### ***Replacement Policy***

Replacement of company cars will be at the discretion of the company and decisions will be made on the year of the vehicle, the condition of the vehicle and the length of time you have had the vehicle. Also the company will decide at its discretion whether petrol or diesel cars will be required.

### ***General Guidance***

Users of company cars should bear in mind that the company depends on the support of all its employees and that a good image should at all times be presented to the public, clients and customers.

Due care and attention should always be used when driving company vehicles and should you feel tired whilst driving it is your responsibility to stop the vehicle and rest.

### ***Driving Licenses***

Where an employee drives a Company Vehicle in their role, the Company reserves the right to request to see the employee's original driving license. These checks can be carried out periodically as the Company decides and failure to cooperate with such requests may result in disciplinary action.

## **59. Profit share (Pama & Co only)**

Pama's profit share scheme is open to all staff who have completed 2 years' service at the beginning of the financial year in question.

As this is a reward for hard work and commitment, all employees must have a clean disciplinary record and less than 7 days sick leave (excluding hospital or critical illness or if agreed otherwise due to your personal circumstances) in the financial period 1<sup>st</sup> May to 30 April.

Any profit share will be paid in the October payroll which is 6 months after the financial period end. 10% of the net audited profit will then be split between the staff at an equal level between all who are eligible. This may be capped in future years to enable the company to reinvest in other areas. This is to start from May 2007 to April 2008. Part time staff will be allocated on a pro-rata basis.

## **60. Holiday Loyalty Scheme (Pama & Co only)**

In order to qualify, at the beginning of January you need to have 2 years continuous service with the business, as this is a reward for hard work and commitment. All employees need to have a clean working record and to have no more than 5 days sick (excluding hospital or critical illness or if agreed otherwise due to your personal circumstances) during the previous 12 month period (January to December).

In the 12 month period January to December thereafter, you will accrue 1/2 days holiday per year to be capped at 10 days. This accrual will be available to you at the beginning of the following year.

To clarify, someone starting in June 2010 will begin to accrue extra holidays in January 2013, and these will be available to take from January 2014

You will accrue no extra holiday for less than 2 years' service.

All Managers should liaise with HR for holidays for themselves and their staff.

## **61. Working Time Regulations**

The Working Time Regulations were introduced by the UK Government and came into force on 1st October 1998. These Regulations implement the Working Time Directive, which was introduced by the European Council to regulate working hours, shift patterns, night working and holidays. Under the Working Time Regulations all employees have been given a number of rights.

- A minimum daily rest period of 11 consecutive hours within a 24-hour period.
- A minimum rest break where your daily working time is longer than 6 hours. The details of the rest break, including its duration and the terms in which it is granted can from time to time be amended by the Company but shall be subject to a minimum of an uninterrupted period of not less than 20 minutes. You are also entitled to spend this time away from your workstation if that is where you regularly sit and work, or carry out the majority of your job.
- A minimum of an uninterrupted rest period of 24 hours in every 7 day period or, if the Company so determines, 2 uninterrupted rest periods of not less than 24 hours in each 14 day period or one uninterrupted rest period of not less than 48 hours in each 14 day period.

- The right not to work, on average, more than 48 hours in any one working week. This figure is inclusive of overtime. The relevant period over which the average working time is calculated is any period of 17 weeks in the course of your employment. Periods of annual leave, sick leave and maternity leave cannot be included in the calculation of average weekly working times.

In accordance with regulation 5 (1) of the Regulations, you can voluntarily continue to work more than 48 hours in a 7day period, if you enter into an individual agreement confirming that the 48 period should not apply in your case. This agreement must clearly state that you can terminate the agreement, giving at least 7 days' notice in writing to the Company. This notice period may be extended to up to 3 months by agreement. You will not be subjected to any detriment by the Company if you are not willing to enter in to such an agreement or if you do enter into such an agreement and then wish to terminate the agreement.

The Company will keep up to date records of all employees who carry out such work and who enter into such agreements. These records will identify each employee who has agreed that the limit will not apply to them, set out any terms of a new limit to be applied, specify the number of hours worked by that employee during each reference period since the agreement came into force, make available the records for Health & Safety purposes, and will supply the relevant documents and information to an inspector even if the it is agreed that the time limit specified should not apply.

## **62. Swear Policy**

This Company has a policy whereby it is considered offensive to use words which are considered 'swear' words within the Company premises either verbally (on the telephone or in person) or written (by electronic mail or otherwise).

Unacceptable words are those which are commonly thought of as 'rude or vulgar' and which are capable of causing offence. Dual meaning words which may be acceptable in their own context but considered a swear word if used out of context are also considered unacceptable. Words which also relate to minority groups and which are capable of causing offence are also considered unacceptable. As in accordance with government policies on this subject, being offensive will be judged as unlawful, harassing, defamatory, abusive, sexually orientated, racially offensive or otherwise objectionable material or language.

Additionally if you see, hear or read a word which you find offensive it will be your responsibility to bring this to a Company Director's attention in order that the situation can be remedied on your behalf.

Use of swear language or any vulgar, offensive or inappropriate speech could lead to disciplinary action being taken against the offending person.

## **63. Disciplinary Procedure**

The following procedure is designed to be fair to all employees and to ensure that everyone has a chance to put their side of the case when a disciplinary matter arises. The intention of this policy is to resolve problems and issues as fairly and as far as possible without recourse to a formal procedure. Your employer has made a commitment to all staff to resolve all issues that may arise as promptly, consistently and fairly as possible. This also includes a commitment to resolving issues by informal procedure wherever possible.

Please ensure that you understand everything in this policy, if you do not understand anything contained in this procedure then you should please approach your Manager, a Director or HR for clarification or if you have been invited to a disciplinary hearing then you contact either a member of the investigatory or disciplinary panel with your queries.

The company reserves the right to use discretion over whether this policy should be followed in part or not at all within the first 24 months of your employment.

This procedure applies to all employees and the Company has the discretion to change or alter this process at any time and for whatever reason whilst acting as a reasonable employer.

### ***Informal Procedure***

Any breach of any of the employer's duties, policies, procedures, regulations or other serious breach of contract, misconduct, inefficiency or neglect by you whilst carrying out your duties or performance issues may be treated as a disciplinary matter. Conduct outside working hours, which in the opinion of the Company affects the performance of your duties or may bring your employer into disrepute or adversely affect your employer; this may also be considered a reason for implementing the formal disciplinary procedure without recourse to any informal procedure.

The company is committed to ensuring that every possible informal resolution has been made where appropriate and if appropriate to resolve the issues being raised against you.

### ***Stage One; Informal Resolution***

If your performance or conduct is considered unsatisfactory, at their discretion your Manager may call an informal meeting in an attempt to correct such issues. Such a meeting may be called with no notice. Such a meeting may or may not have a written invitation or follow up conclusion in writing or verbally. You will not be disciplined as a result and therefore are not entitled to a witness.

Informal discussions are seen as a benefit to employees and you are therefore strongly advised to cooperate fully with them and understand the seriousness of the issues being discussed which is aimed at avoiding the need to formal disciplinary action.

If any conduct or breach is considered sufficiently serious your employer may, in their absolute discretion move from informal to formal procedure.

When your Manager raises an informal issue with you, you may receive written confirmation of the nature of the issue – 'a letter of concern', which may include agreed objectives to remedy it and the time scale within which any objectives and breaches must be rectified.

This informal warning may be kept on your file for twelve months. Further breaches may lead to the formal procedure being implemented.

If the company feels the informal procedure has been unsuccessful, at its own discretion, a third party mediation may be adopted. Mediation carries the same weight as the Informal process and is, again, designed to avoid Formal Procedures.

### ***Formal Procedure***

This will be initiated by the company if the informal stage has been seen to fail to meet set objectives or if the issue is considered sufficiently serious.

### ***Stage Two; Investigation Stage (if applicable in the circumstances)***

After receiving allegations the company will appoint an Investigatory Officer to investigate issues raised. The investigatory officer may or may not be objective to the disciplinary hearing depending upon their findings and the allegations.

No decisions will be made at this stage whilst the information is being gathered to see if there are issues to be answered and forwarded to a disciplinary panel to hear.

The investigation stage may or may not be in person. If this is the case then you will be called to an investigatory hearing. It will depend on individual cases whether or not the investigation panel need to meet with you but as a general rule the more serious the allegations the more likely you are to be asked to

an investigation hearing save for where the issues are straightforward. If the investigation meeting is not undertaken then the investigation stage will be undertaken prior to any disciplinary hearing and you will be given all relevant information from the investigation.

At an investigation hearing you are able to raise any defences, you are able to bring witnesses, information and evidence that you consider to be appropriate. No new information can be raised or considered by either the company or yourself after this stage is completed and before any disciplinary decision is taken so it is important that you raise it at this stage.

You may or may not be suspended during this process (please see further details on suspension below).

At the end of the investigation process and once all information has been gathered, which may include your own input taken from initial discussions with you, then the investigating panel will make a decision whether or not the case will be closed and all matters dropped or whether or not the case will proceed to disciplinary hearing and be passed to a Disciplinary Panel.

In the case where the matter proceeds to a disciplinary hearing then you will receive a formal written letter explaining and detailing all the allegations and the nature of the complaint against you. This will be given to you in good time for consideration of its contents prior to any meeting. It will also include the time, date and location of the hearing. You are entitled to be accompanied by a witness and details of this will be given to you. The disciplinary hearing will be scheduled so that it can be heard as soon as is practically possible.

The company is fully aware of, and accept their duties to perform all hearings promptly and diligently.

### ***Stage Three; Disciplinary Hearing***

You will be formally invited to this hearing and the exact allegations for which the hearing is being held will be detailed in that letter. The potential outcomes of this hearing and specifically, you could be dismissed if the allegations are proven.

You are entitled, as a matter of law, to be accompanied by a fellow employee of your choice or a trade union representative. You should make the appropriate arrangements to follow the instructions in your disciplinary invite letter in regards to this. The company will follow a reasonable request to have a colleague present but will not be able to accommodate this where your chosen employee is involved in the disciplinary allegations i.e. by being either accused of separate allegations or by being a witness. In the event that your chosen colleague is absent from work, working away or it is felt not appropriate on business grounds in that they cannot take the time off work then your employer has the discretion to refuse any request on these grounds. If you are refused your choice of witness then you will be able to substitute for another employee of your choice.

If the date or time arranged for the meeting is unsuitable you may suggest another date or time arranged within five working days from the original proposed hearing AND must give clear and good reasons why the original meeting is unsuitable.

In the event that you fail to attend the disciplinary hearing then you will be invited to another within a period of five days, in the event that you fail to attend that hearing then the company may take the decision to proceed with the hearing in your absence. This will be communicated to you in the letter re-inviting you to the second scheduled hearing

In the event that you are absent from work on sickness leave during this process then the company has the discretion to adjourn the hearing for a period of five days. If after the expiration of that period you are still not well enough to attend work and you are under a medical certificate from a qualified doctor who has

also deemed that you are not well enough to attend the hearing then dependent upon; the seriousness of the allegations, whether or not you have been able to put your case in an investigatory hearing, how complex the issues are, the weight of the evidence against you and your estimated date of return to work, then, at the Company's discretion the meeting may proceed in your absence. If this is the case then you will be notified in writing beforehand.

In the event that you are absent from work on sickness leave after you have been invited to attend a disciplinary hearing and the Company believe this may be a way to avoid attending a disciplinary hearing, the Company has the right to proceed with the hearing in your absence. Consideration will always be given to the facts of each individual case.

At the disciplinary hearing all evidence obtained will be heard and you will have the opportunity to put your case forward. If there is a risk of you being dismissed for the action alleged then the company ensure that separate personnel undertake the investigatory hearing and disciplinary hearings.

No decision will be communicated to you in the meeting. The meeting will adjourn and dependent upon the Managers and panel's decision, the outcome may be communicated to you in person by reconvening the meeting after a break for the panel to discuss its findings or alternatively may reserve its judgment to consider the matter and communicate the decision to you as soon as possible. In either event, a full outcome will be sent to you in writing.

If no decision is communicated to you on the day of the hearing then you will be informed whether you are to attend work prior to any decision being confirmed to you, however, if you were suspended prior to the hearing then your suspension will continue until you receive notification otherwise.

Decisions open to the disciplinary panel to decide are; that there has been no breach of contract or of trust and confidence, consider that there has been a breach which warrants giving you an a formal written warning (it can be a first or final depending on the seriousness of the issue) that any repetition of the breach will result in your employment being terminated; that your employment will be terminated on notice; that your employment will be terminated without notice where your breach of contract is considered sufficiently serious to warrant summary dismissal. The disciplinary panel may decide to demote you from your role depending on the circumstances of the disciplinary.

Any warning will stay on your record for a period of twelve months.

Please note should the matter concern your performance, rather than a first written warning you may be issued with a performance note and how you should improve your performance. If your performance remains unsatisfactory after being issued with a performance note, then you may be issued with a Final Written Warning and thereafter if your performance does not improve you may be dismissed. (This procedure will be followed during each step of the process.)

In the event that you are found to have committed gross misconduct, see potential examples contained in this procedure, then you will not be entitled to receive any notice payment or payment in lieu of notice. Your date of termination will be the date on which the decision to end your employment was communicated to you or if by letter, the day after a letter was posted to you by first class post.

Please be aware that should you raise a grievance during a disciplinary process, the disciplinary process may be temporarily suspended in order to deal with the grievance.

However should the grievance and disciplinary be related and deal with the same issues, it may be appropriate to deal with both issues concurrently.

## *Appeal Procedure*

In the event that you are dissatisfied with the decision you receive you will have the right to appeal against this decision to the Manager/Director named in your letter. An appropriate appeal panel will be arranged to hear your appeal, ensuring that all members are independent to the facts and are objective to this matter.

Your appeal must be in writing to the Appealing Officer. You must set out the grounds for your appeal and provide these to the appealing officer within five working days of receiving the written confirmation of the decision. You will be invited to attend an appeal hearing and during the hearing you may be asked to expand on the grounds you have given and to give additional oral submissions to these.

You are entitled to have a witness present who can either be a colleague or trade union representative for this hearing.

On receipt of your grounds of appeal the appealing officer may request that you supply further information or indeed from other people as they consider fit.

It is usual that you will receive a number of options of dates and times for your appeal hearing. Once you receive these if you do not confirm your chosen date/time, or once the date/time is agreed and you fail to attend, then in the absence of further information or notification it will be considered that you do not wish to take this matter further. In these circumstances then the matter will be closed.

The appealing officer/panel will make such a decision as they see fit at the close of such an appeal hearing. Such a decision will either be communicated to you in person after the hearing has adjourned to reach its conclusion or explained to you in writing if the decision is to be reserved. In both circumstances, the decision and reasoning for it will be detailed in writing to you.

The decision of the appeal panel will be final.

## *Suspension*

In the event that the company decides that they do not wish to you to attend work whilst they carry out disciplinary investigations then you may be suspended from work. Any suspension will be on full pay. Any suspension does not prejudice any outcome of any hearing. The Company is under a duty to ensure that any period of suspension is as short as possible.

During any period of suspension you are not able to attend your work premises. You are not able to contact any work colleagues, any supplier, client, customer, advisor or member of your employer save for the investigation/disciplining officer.

Suspension is not disciplinary action and should not be considered as such.

### **Examples of Gross Misconduct warranting summary dismissal;**

You will not normally be dismissed for a breach unless it is of an extremely serious nature. Examples of gross misconduct which, if proven, are likely to lead to your contract being terminated without notice are detailed below;

- Bringing the company into disrepute
- Violence or verbal abuse towards fellow employees / customers / clients of the company;
- Giving information about the company to third parties without permission or otherwise disclosing or assisting in the disclosure of information gained or overheard in the course of your employment where the information is likely to harm the interests of the Company;
- Serious insubordination;

- Sexual, racial or other discrimination, harassment or victimisation;
- Deliberate damage to the Company's property;
- Inability or physical incapability of carrying out your duties due to the influence of drugs or alcohol;
- Conduct likely to bring the company into disrepute (either inside or outside of working hours);
- Dishonesty.

It must be stressed that this is not an exhaustive list and summary dismissal may follow where the gravity of the offence is considered to warrant this action.

## 64. Grievance Procedure

This Grievance Procedure is designed to ensure that you are able to raise any grievance that you have about your employment or your working environment.

- The company regards it as important that you are able to air any grievances that you have about your employment or working environment without feeling worried about making a grievance. You will not be prejudiced by making a grievance and any grievance will be dealt with as soon as possible.
- In the first instance any issues or concerns you have about your employment should be communicated to your Manager, who will attempt to deal and resolve the matter informally. If the complaint is about your Manager then you should communicate your concerns to HR or a Director. Please note you should still be encouraged to make a grievance and be assured that it will be treated seriously and objectively. In any event you can bring your grievance to the attention of any employee dealing with personnel issues.
- Should you feel the matter has not been resolved by your ASM/Manager/Director, or should you wish to make a formal grievance without trying to resolve the matter informally in the first instance, you should place full details of your grievance in writing to your Manager, or if this is inappropriate taking into account the nature of your grievance, this should be placed in writing to HR / a Director of the Company. A suggested format for this has been included in the forms section of this Handbook. You must be aware that once you have submitted a formal grievance, depending on the nature of the grievance, the Company may wish to investigate it even if you decide that you do not want to pursue it. Your grievance will then be dealt as follows;
  - You will be invited to attend a meeting to discuss your grievance without undue delay. You will have the right to be accompanied by a witness at the meeting who can either be a colleague or trade union representative. You should make every effort to attend this meeting.
  - During the meeting you will have the opportunity to explain your grievance and state how you believe it should be resolved. You may be asked to provide further details so that the issues contained within the grievance can be fully investigated.
  - Given that The company wish to ensure that your grievance is investigated as fully as possible, this may entail speaking to other individuals. Any investigation hearings will not take place until the person dealing with your grievance is satisfied that he or she has the necessary information to properly understand your complaints.
  - After considering your grievance, and if necessary, carrying out investigations into the matter, you will be informed in writing of the decision in respect of your formal grievance and what, if any, action will be taken to resolve your grievance. This will normally be within 7 days but may be sooner if the grievance is urgent or later if the grievance is complicated. Under these circumstances the length of time that this will take will be communicated to you.

- If you are dissatisfied with the decision taken in respect of your grievance, you do have the right to appeal against it. The full grounds of any such appeal should be put in writing to the appealing officer nominated within 5 days of receipt of the letter.
- The appealing officer will be someone within the Company who is impartial and not had any involvement in the process thus far.
- You will be invited to attend a meeting to discuss your appeal without undue delay. You will have the right to be accompanied by a witness at the meeting who can either be a colleague or trade union representative. You should make every effort to attend this meeting.
- After considering your appeal, and if necessary carrying out further investigations into the matter, you will be informed of the outcome of your appeal in writing. This will normally be within 7 days; however it may be sooner if the grievance is urgent or later if the grievance is complicated. Under these circumstances the length of time that this will take will be communicated to you.
- The decision of the appealing officer is final and there is no further right of appeal under the Company's internal processes.
- Should you raise a grievance during a disciplinary process, the disciplinary process may be temporarily suspended in order to deal with the grievance. However should the grievance and disciplinary be related and deal with the same issues, it may be appropriate to deal with both issues concurrently.

## **65. Loans and advances procedure**

The Company rules for arranging a company loan or an advance on your wages are:

### ***Advances***

You must arrange a meeting with your manager to discuss an advance on your wages. You will need to stipulate the amount you would like to borrow and complete the Pama Group Loan request form then the manager or accounts will seek authorisation from the MD

They will let you know whether the request has been refused or accepted and pay roll will be informed. Accounts will ask you to sign a loan agreement form. When completed, the payment will be paid directly into your bank account.

There is a limit of £200 which will be taken back from the next immediate pay run.

Only 3 advances will be allowed in any one calendar year (January to December).

### ***Loans***

You must arrange a meeting with your manager to discuss a loan. You will need to stipulate the amount you would like to borrow and complete the Pama Group Loan request form then the manager will seek authorisation from the MD

If authorised you must sign a loan agreement. There is a maximum of £1000 that will be allowed. The loan agreement will be passed to the pay roll department. The payment will be paid directly into your bank account.

All loans must be repaid in full on leaving the company's employ as per the Loan agreement form.

The maximum number of occasions a loan may be granted is 1 during any calendar year (January to December), and the maximum repayment time is 1 year.

You must have no disciplinary action against you on record and a clean work record to qualify for either an advance or a loan.

## **66. Work Life Balance**

The Company is committed to creating a supportive culture by working very closely with Work-life practices. Work-life practices create conditions that enable employees to find the balance which suits them between their work and home lives usually known as 'family friendly'. Work-life policies tend to cover three main employment areas;

- Flexible working – for example, flexitime, job share or compressed working week
- Leave Provision – for example, maternity and parental leave beyond the statutory minimum, career breaks, study leave and volunteering leave
- Childcare support and information – for example, help to employees with specific work/life needs such as childcare provision, help lines and information on local services, stress counselling.

The Company supports the work life practices and respects individuals for their contribution to the organisation rather than for the hours they work.

The Company hope that in doing this they will help staff balance their work and home life and in turn will assist them in working more effectively. If you have any queries or want to discuss this further then you are asked to discuss this with your Line Manager at your convenience.

## **67. Flexible Working**

### **Introduction**

The organisation believes that flexible working can increase staff motivation, promote work-life balance, reduce employee stress and improve performance and productivity.

From 30 June 2014, all employees who have a minimum of 26 weeks' continuous service have the right to request flexible working and to have their request considered seriously by their employer.

### **Requests for flexible working**

A request for flexible working could include a request for a change to the number of hours that the employee works, a request for a change to the pattern of hours worked, a request to job share or a request to perform some or all of the work from the employee's home.

All requests must be made in writing. Any request made under this policy must include:

- the date of the application;
- the changes that the employee is seeking to his/her terms and conditions;
- the date on which the employee would like the terms and conditions to come into effect;
- what effect the employee thinks the requested change would have on the organisation;
- how, in his/her opinion, any such effect might be dealt with;
- a statement that this is a statutory request;
- whether or not the employee has made a previous application for flexible working; and
- if the employee has made a previous request, when the employee made that application.
- Where the request is being made by a disabled person as part of a request for a reasonable adjustment to his/her working arrangements, the employee should state this in the written application.

The Company will not reject out of hand a request that does not contain the required information. A manager should explain to the employee what additional or amended information he/she needs to provide and ask the employee to resubmit the request.

### **Meeting to discuss a flexible working request**

Once the manager receives the request, it will be dealt with as soon as possible, but no later than the deadline set out below. The manager will usually arrange a meeting to deal with the request. Where a request can without further discussion be approved in the terms stated in the employee's written application, a meeting will not be necessary.

An employee should be given the right to be accompanied by a work colleague at any flexible working meeting. The meeting should take place in a private meeting room so that the discussion is kept away from other employees. The aim of the meeting is to find out more about the proposed working arrangements and how they could be of benefit to both the employee and organisation.

### **Outcome of a flexible working request**

After the meeting, the manager will consider the proposed flexible working arrangements carefully, weighing up the potential benefits to the employee and to the organisation against any adverse impact of implementing the changes. Each request will be considered on a case-by-case basis: agreeing to one request will not set a precedent or create the right for another employee to be granted a similar change to his/her working pattern.

The employee will be informed in writing of the decision as soon as is reasonably practicable after the meeting, but no later than the deadline set out below. The request may be granted in full or in part: for example, the organisation may propose a modified version of the request, the request may be granted on a temporary basis, or the employee may be asked to try the flexible working arrangement for a trial period. The employee will be given the right to appeal the decision if the employee's request is not upheld or is upheld in part.

### **Reasons for turning down a flexible working request**

The line manager will give reasons for the rejection of any request. Those reasons must be for one or more prescribed business reasons, which are:

- the burden of additional costs;
- an inability to reorganise work among existing staff;
- an inability to recruit additional staff;
- a detrimental impact on quality;
- a detrimental impact on performance;
- a detrimental effect on ability to meet customer demand;
- insufficient work for the periods the employee proposes to work; and
- a planned structural change to the business.

### **Flexible working requests that are granted**

If the request is upheld, the employee and the line manager will discuss how and when the changes will take effect. Any changes to terms and conditions will be put in writing and sent to the employee as an amendment to his/her contract of employment as soon as is reasonably practicable.

### **Timescales**

All requests will be dealt with within a period of three months from first receipt to notification of the decision on appeal. The line manager should hold the meeting within 28 days of receiving the request and notify the decision to the employee within 14 days of the meeting, so that there is enough time for any appeal to be concluded.

### **Appeal**

Employees who are dissatisfied with the outcome of their request are allowed to lodge an appeal in writing within 14 days of the notification, with the appeal to be heard within 14 days. The employee will be informed of the outcome of his/her appeal within 14 days of the appeal meeting. These time limits may be extended where both the employee and employer are in agreement. For example, the relevant manager and the employee may agree to extend the time limit to give the employee a trial period on the flexible working arrangements.

### **Problems with a flexible working request**

If an employee is dissatisfied with the way in which his/her request has been handled, he/she should raise a grievance under the organisation's grievance procedure.

If an employee fails to attend a meeting, including an appeal meeting, and then fails to attend a rearranged meeting without good reason, his/her application will be deemed to have been withdrawn.

## **68. The Pama Group Anti-Bribery Policy**

Under the provisions of the Bribery Act 2010, the organisation prohibits the offering, the giving, the solicitation or the acceptance of any bribe, whether cash or other inducement to or from any person or company, wherever they are situated and whether they are a public official or body or private person or company by any individual employee, agent or other person or body acting on the Group's behalf in order to gain any commercial, contractual or regulatory advantage for the Group in a way which is unethical or in order to gain any personal advantage, pecuniary or otherwise, for the individual or anyone connected with the individual.

This policy prohibits any inducement which results in a personal gain or advantage to the recipient or any person or body associated with them, and which is intended to influence them to take action which may not be solely in the interests of the organisation or of the person or body employing them or whom they represent.

If anyone is in doubt as to whether a potential act constitutes bribery, the matter should be referred to the Managing Director.

The prevention, detection and reporting of bribery is the responsibility of all employees throughout the organisation. Employees can report confidentially any suspicion of bribery via the whistle-blowing policy.

Failure to adhere to this policy may result in disciplinary action being taken against you which could result in your dismissal.

## **69. Group Recommend A Friend Bonus**

The recommend a friend bonus will be paid in two payments totalling £300. First payment will be added to your following month's pay once your recommended friend has been with the company for three (3) months. The second payment will be added to your following month's pay once your recommended friend has been with the company for six (6) months. This scheme is not open to Managers.

Recommend a friend forms are available on the [www.pama.com/forms](http://www.pama.com/forms)

## **70. Disclosure (Whistle-Blowing) Policy**

The Company takes a very serious view of any fraudulent behaviour, serious malpractice and general abuse occurring in the work place. If evidence of such an occurrence comes to light, the Company intends to deal with it quickly and serious disciplinary action may be taken against any employee found guilty of such offences.

In light of this we would wish to encourage any employee who becomes aware of possible malpractice to report it to the Company and in return the Company agrees to protect any such employees from reprisals and respect the confidentiality. We should also wish to emphasise to all management and staff that any victimisation of employees reporting malpractice or deterring them from raising such a concern would be treated as a serious disciplinary offence.

### ***Reporting Procedure***

If any employee believes reasonably and in good faith that malpractice exists in the workplace, then we would encourage him or her to report this immediately to their own Line Manager or the HR department.

Any such disclosure will be treated in the utmost confidentiality and will be immediately investigated. Follow such a referral, a report back to the concerned employee will be given about the outcome of the investigations and of any actions proposed.

### ***Public Interest Disclosure Act***

We would wish to remind all employees that under the Public Interest Disclosure Act 1998 they will in any case be protected where they make a protected disclosure. These are disclosures of information which, in the reasonable belief of the employee making the disclosure, tends to cover the following employer activities;

- A criminal offence has been, is being or is likely to be committed
- That a person has failed, or is failing or is likely to have failed to comply with any legal obligation to which he/she is subject
- Miscarriage of justice has occurred, is occurring or is likely to occur
- That health or safety of an individual has been, is being or is likely to be endangered
- That the environment has been, is being or is likely to be damaged
- That information relating to the above is being deliberately concealed

## 71. Ethical Purchasing Policy

The company's policy is to seek to purchase goods and services which are produced and delivered under conditions that do not abuse or exploit any persons or the environment. These considerations will form part of the evaluation and selection criteria for all goods and services purchased by the company.

### Purpose

The purpose of the policy is to promote good labour and environmental standards in the supply chain of goods and services to our clients and protect the company's reputation.

### Employment is freely chosen

Freedom of association and the right to collective bargaining are respected. Workers have the right to join or form trade unions of their own choosing and to bargain collectively.

### Working conditions are safe

A safe and hygienic working environment shall be provided, bearing in mind the knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health occurring in the course of work by minimising the causes of hazards in the working environment. Workers shall receive regular and recorded health and safety training and training shall be made available for new workers.

### Child Labour shall not be used

There shall be no recruitment or use of child labour.

### Living wages are paid

Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks, whichever is higher. Wages should always be high enough to meet basic needs and to provide some discretionary income.

### Working hours are not excessive

Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.

### No discrimination is practised

There is no discrimination practised in hiring, compensation, access to training, promotion, termination or retirement based on race, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

### No inhumane treatment is allowed

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

### Pama expects suppliers to:

- Accept responsibility for labour and environmental conditions under which products are made and services provided. This includes all work contracted or sub-contracted and that conducted by home or other out-workers.
- Assign responsibility for implementing the policy to a senior manager.

### Both parties will:

- Require the immediate cessation of serious breaches of the policy and if necessary terminate the business relationship.
- Seek to ensure all employees are aware of their rights and involved in the decisions which affect them.

- Avoid discriminating against enterprises in developing countries.
- Recognise official regulation and inspection of workplace standards, and the interests of legitimate trades unions and other representative organisations.
- Seek arbitration in the case of unresolved disputes.

## **72. Travel in Difficult Circumstances**

The aim of this policy is to provide guidance to employees as to what the company expects of them when there is severe disruption to transport for example through bad weather or other reasons such as breakdown of private travel arrangements. This policy is designed to promote fairness and consistency in the treatment of Pama/Fonebitz employees.

The Company recognises that circumstances i.e. extreme weather conditions, may sometimes make it difficult for employees to attend work.

Pama/Fonebitz expects its employees to make every effort to attend work, without endangering their health and safety. In the absence of their normal forms of transport employees are expected to use alternative forms of transport.

At the discretion of an employee's Manager/ASM, staff who have travel difficulties (which could be due to adverse weather conditions) may be allowed to leave work early. Where possible Manager's should seek the Director's approval before agreeing to an employee leaving early.

Pama/Fonebitz is committed to protecting its employees' health and safety and does not expect them to put themselves at risk when attempting to get to or from work.

Staff prevented from attending work due to adverse weather conditions or a breakdown in their travel arrangements, must make every effort to contact their Manager by telephone to discuss their situation (text messaging and email are not an acceptable form of communication). If an employee is going to be late arriving for work for a reason related to this policy, they should telephone their Manager at their earliest opportunity and discuss their situation and estimated time of arrival. It is of vital importance that all employees ensure their Managers are fully aware of their situation.

Employees should take heed of any travel warnings and not travel if advised not to. If an employee judges that the weather conditions or transport problems make it impossible for them to get to work, they should contact their Manager, or in their absence, the General Manager, as soon as possible. In these circumstances the employee can either opt to have the day as unpaid or take it from their annual leave entitlement.

If the employee can get to work but will have a difficulty getting home due to bad weather and/or severe disruption to the roads, they will need to discuss this in the first instance with their Manager and depending on the circumstances may be allowed to leave work early.

Employees may request unpaid leave or annual leave if unable to attend work. Any such arrangement must be agreed through discussion with their Manager.

Should a motorway or the Service site be closed due to severe weather conditions which in turn will result in the closure of a Fonebitz store, in these extreme circumstances, employees will be instructed not to attend work. On this rare occasion, employees can either opt to take the time off as unpaid or as annual leave.

Should the Company deem the conditions too severe and unsafe for staff to travel to work, in these exceptional circumstances the Company may instruct staff not to attend work as a result of the risks issued

by the MET office. Again in these circumstances employees can either opt to take the time off as unpaid or as annual leave.

The Company will try to ensure sufficient notice is given in these extreme circumstances; however we do ask that you keep updated with the weather news in your local area and if in any doubt, do call your Manager before setting off for your journey to work.

### **73. Training & Development Policy**

the company is fully committed to ensuring that all staff have the relevant knowledge, skills and expertise to perform their work to consistently high standards and to achieve their full potential. We recognise that the training and development of our staff is fundamental to the improvement of our operational performance and the achievement of our strategy and goals. The Company will therefore strive to make training and development an integral part of our operations and to follow a continuous process of appraisal, training and development.

#### ***Scope***

This policy applies to all staff of the company irrespective of their employment status, function, grade or location. In accordance with the organisation's Equality and Diversity Policy, all staff are treated equally in the provision of training and development opportunities and are provided with equal access to training and development opportunities relevant to their needs.

#### ***Responsibilities***

It is the responsibility of the line manager to:

- identify and consider training and development as an integral part of the business planning process
- ensure that the training and development needs of all staff are assessed and provided for in accordance with this policy;
- agree and identify appropriate and cost effective training and development solutions
- evaluate the efficiency and effectiveness of training and development
- monitor the efficiency and effectiveness of this policy

All staff are responsible for:

- identifying their own training and development needs and bringing these to the attention of their line manager
- undertaking training and development activities which will enable them to perform their work efficiently and effectively
- managing their own learning and professional updating

#### ***Review and monitoring***

Overall responsibility for the operation of this policy lies with HR and the Board of Directors and will be monitored on an annual basis.

#### ***Training and development needs***

Training and development will be provided only where needs exist. Line managers will identify the training needs of their staff. Training and development needs, once identified will be collated centrally and priorities assessed.

All training and development activities must be approved in writing, in advance by a line manager.

### ***Budgetary Control***

The Board of Directors will determine the annual budget available and formulate a strategy for the deployment of available resources.

### ***Induction***

All new staff will receive appropriate induction training. This will include the identification of appropriate training and development needs.

### ***Health and safety training***

All staff will be given adequate health and safety training, including information on emergency procedures, before they start work. The need for health and safety training will be reassessed on a regular basis and in particular when there has been a change in operating procedures. Retraining and/or refresher training will be provided whenever necessary.

### ***Evaluating training and development***

All training and development activities will be evaluated.

- At organisation level, the Board of Directors will be responsible for evaluating all training and development activities against the business strategy and goals on an annual basis.
- Line managers will validate and evaluate training and development activities on an on-going basis, to ensure their relevance, added value and best practice.

## **74. CCTV POLICY**

### **1. Introduction**

- 1.1 Pama and Co Ltd has in place a closed circuit television (CCTV) system to provide a safe and secure environment for staff, customers and visitors, and to protect Company property.
- 1.2 This document sets out the accepted use and management of the CCTV system and images to ensure the Company complies with the Data Protection Act 1998 (DPA), Human Resources Act 1998 (HRA) and other legislation.
- 1.3 The Company has produced this policy in line with the Information Commissioners CCTV Code of Practice.

### **2. Purpose of CCTV**

- 2.1 The Company has installed a CCTV system to:
  - Deter crime
  - Assist with the identification and detection of crime
  - Assist with the identification, apprehension and prosecution of offenders
  - Assist with the identification of actions that might result in disciplinary proceedings against employees
  - Monitor security of Fonebitz stores
- 2.2 The system will be provided and operated in a way that is consistent with an individual's right to privacy.
- 2.3 The system will not be used to
  - Provide images to the world wide web
  - Record sound
  - Disclose to the media

### **3. Owner**

- 3.1 The CCTV surveillance system is owned by Pama & Co Ltd
- 3.2 The IT department is responsible for the day to day operation of the system and ensuring compliance with this policy.

3.3 Contact details: Pama & Co Ltd, Pama House, Stockport Rd East, Bredbury, SK6 2AA. Tel no: 0161 494 43200

#### **4. Overview of system**

- The CCTV system includes approximately 37 cameras over 37 stores and 16 cameras at Pama Head Office
- The CCTV system runs 24 hours a day, 7 days a week.
- The CCTV system is managed across the Company by the IT department.
- The CCTV system comprises fixed position cameras and public information signs.
- CCTV cameras are located at strategic points in Fonebitzs stores and across Pama Head Office, principally where power is available.
- CCTV signs will be prominently placed at strategic points and at the entrance of the stores to inform staff, visitors and members of the public that CCTV installation is in use.
- Although every effort has been made to ensure the maximum effectiveness of the CCTV system it is not possible to guarantee that the system will detect every incident taking place within the area of coverage.
- We will retain images for 30 days only unless used for legal, criminal or disciplinary means.

#### **5. Data Protection Act 1998**

For the purpose of the Data Protection Act 1998 Pama & Co Ltd is the data controller.

5.1 CCTV digital images, if they show a recognisable person, are personal data and are covered by the Data Protection Act 1998. This policy is associated with the Company's Data Protection Policy, the provisions of which should be adhered to at all times. The Company Data Protection Policy can be found within the Group Managers Manual.

5.2 The Company is required to register its processing of personal data (including CCTV) with the Information Commissioners Office (ICO). The Company's ICO registration number is A1038598, renewed annually in January.

#### **6. Access to images**

6.1 Access to images will be restricted to those staff who requires access in accordance with the purposes of the system.

6.2 Disclosure of recorded material will only be made to third parties in strict accordance with the purposes of the system and is limited to the following:-

- Police and other law enforcement agencies where the images recorded could assist in a specific criminal enquiry and / or the prevention of terrorism and disorder.
- Prosecution agencies
- Appropriate members of the Company (such as Human Resources and the Management team) in the course of employee disciplinary proceeding to ensure compliance with the Company's regulations and policies.
- Appropriate legal representatives
- People whose images have been recorded and retained (unless disclosure to the individual would prejudice criminal enquiries).

##### **Individual access rights**

6.3 The Data Protection Act 1998 gives individuals the right to access personal information about themselves, including CCTV images.

6.4 All requests for access to a copy of CCTV footage by individuals should be made in writing to the HR department using the Company's Subject Access Request form. The HR department will liaise with the relevant departments to determine whether disclosure of the image will reveal third party information.

Requests for access to CCTV images must include:-

- a) The date and time the images were recorded
- b) Information to identify the individual, if necessary
- c) The location of the CCTV camera
- d) Proof of identity

6.5 The Company will respond promptly and at the latest within 40 calendar days of receiving the £10 request processing fee and sufficient information to identify the images requested.

6.6 If the Company cannot comply with the request, the reasons will be documented.

6.7 The requester will be advised of these in writing, where possible.

#### **Access to images by third parties**

6.8 Unlike Data Subjects, third parties who wish to have a copy of CCTV images (i.e. images not of the person making the request) do not have a right of access to images under the DPA, and care must be taken when complying with such requests to ensure that neither the DPA, HRA or the CCTV Policy are breached. As noted above, requests from third parties will only be granted if the requestor falls within the following categories:

- Police and other law enforcement agencies where the images recorded could assist in a specific criminal enquiry and / or the prevention of terrorism and disorder.
- Prosecution agencies
- Appropriate members of the Company (such as Human Resources and the Management team) in the course of employee disciplinary proceeding to ensure compliance with the Company's regulations and policies.
- Legal representatives

6.9 All third party requests for access to a copy of CCTV footage should be made in writing to the HR department. If a law enforcement or prosecution agency is requesting access they should make a request under Section 29 of the Data Protection Act 1998. Any other third party requesting access to CCTV footage should use Subject Access Request form as above.

#### **Request to prevent processing**

6.10 In addition to rights of access, Data Subjects also have the rights under the DPA to prevent processing (i.e. monitoring and recording CCTV images) likely to cause substantial and unwarranted damage to that person, or prevent automated decision taking (i.e. through the use of visual recognition software) in relation to that person.

6.11 Should any person visiting Pama or a Fonebitz store have any concerns regarding the operation of the CCTV systems, the following procedure must be complied with:

- The Data Subject should be directed to the HR department to determine whether the Data Subject is making a request to prevent to prevent processing or automated decision making. If it is determined that that the Data Subject is instead making a Subject Access Request, the procedure set out in paragraph 6.4 above will be followed.
- The HR department along with the Board of Directors will consider the request to prevent processing or automated decision making in consultation with appropriate employees of Pama.

- The HR team will provide a written response within twenty-one days of receiving the request to prevent processing or automated decision making, setting out their decision on the request. A copy of the request and response will be retained.

## **7. Retention and disposal**

7.1 Unless required for evidential purposes or the investigation of crime or otherwise required by law, recorded images will be retained for no longer than 90 days from the date of recording.

7.2 At the end of their useful life all images on disc will be erased and securely disposed of as confidential waste. All still photographs and hard copy prints also will be securely disposed of as confidential waste.

## **8. Maintenance and review**

8.1 This policy will be reviewed six months after it is agreed, and thereafter not less than every two years or when the law changes.

## **9. Central responsibilities**

9.1 The board of Directors are responsible for approving and reviewing this policy.

9.2 The HR department is responsible for:

- Maintaining this policy
- Providing guidance on the application of the DPA
- Providing guidance regarding subject access requests and third party requests for access to footage.
- Maintaining appropriate records and data management procedures
- Liaison with the Information Commissioners Office, including annual notification to the ICO.

## **10. Complaints regarding operation of system**

10.1 Complaints regarding CCTV system and its operation must be made in writing to the HR department at Pama Head Office.

## **11. Associated policies and guidance**

- Data Protection Policy

For further information on the CCTV Code of Practice and the Information Commissioners Office see <http://ico.org.uk/>

## **75. Eye Tests**

Employees that are users of DSE (Display Screen Equipment) may qualify to be provided with an appropriate eyesight test, any such test is to be carried out by a competent person.

After an employee has been provided with an eye and eyesight test you should follow your optician's instructions in terms of any follow up eye and eyesight tests.

To find out more details and to find out if you qualify you are asked to speak to HR who will be happy to provide this information.

## 76. Card Receipt (PCI-DSS) Procedure

### *General Guidelines*

We have a responsibility to our customers to make sure we are following procedure and handling credit and debit card data the right way. All staff should be aware of this, even if they do not take payments or handle receipts.

- Card receipts should be secure at all times
- Payments should only be taken through Epay or through Sagepay via secure computers
- No card data should be stored electronically or emailed
- Only authorised persons should be able to access card receipts
- We are all responsible for the data we handle.

### *Stores:*

At the end of each shift, the store managers will transfer any card receipts from the Till to the locked store safe in clear sealable bags. We only require Credit and Debit Card receipts and Z-reads but X-reads and Till receipts should NOT be included. Each bag should be labelled clearly with the sticker provided and the sticker should be completed each month. (Store and Month). A log will be kept in the accounts book in the store safe when the receipts are collected by the ASM.

### *Transport:*

ASM's collect the bags monthly and document this in the accounts book in the store safe and transport in the locked safe in the boot of their cars. The log should include the ASM name, date and details of what is being collected, as well as a signature.

### *Medium Term Storage:*

The sealed bags should be hand delivered in person to the member of Accounts staff responsible (or the Accounts Manager) who will log acceptance of the receipts and lock them in our caged area in specifically locked lockers. The log should include the ASM name, Accounts Name, date and details of what is being accepted, as well as a signature. If neither are available the General Manager and/or the Managing Director should be notified. All four of the above will have access to this area.

The key to the lockers will be kept securely alongside a log which will be filled in if any access is required to stored records. This log should include Staff Name, Date, Time, Signature and reason for access.

### *Long Term Storage:*

After one year all receipts will be palletised, marked and stored securely. After seven years the receipts will be marked for destruction by the Accounts Person responsible or the Accounts Manager. Destruction will be through supervised burning.

This policy will be reviewed annually by the accounts manager, PCI-DSS internal nominated person and General Manager. This policy will be placed in all new starter inductions and kept in the store manual and managers' manual.

### *If something goes wrong:*

If at any point, in store, in transit or during handover there are any issues relating to the data being compromised, misplaced or stolen the incident must be immediately be reported to the PCI-DSS internal representative and General Manager in writing and the police alerted.

### *Named Personnel:*

- Clair Taylor is the Accounts person (Vicky Gordon in her absence)
- Mark Smitham is the PCI-DSS internal nominated person.