



**PLASTICA LIMITED**

**EMPLOYEE HANDBOOK**

**PLASTICA LIMITED**  
**EMPLOYEE HANDBOOK**

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## INTRODUCTION

Welcome to Plastica Ltd. We are extremely proud of our organisation and the team we have assembled to service and promote our business. It is fully understood and readily accepted that our staff are a most valuable asset and the key means by which we can achieve our goals of growth, profitability and ongoing success.

In order for us to continue providing our customers with the highest quality standards of service and best value for money, it is essential that we all share a common philosophy in the way we approach and perform our individual and collective duties and responsibilities.

Each of us has an important part to play and all of us are reliant upon one another making a full contribution towards generating a harmonious and efficient working environment.

You will be provided with a copy of this Handbook upon joining the Company. Plastica Ltd is referred to as the "Company" throughout this Handbook. Please take time to read this Handbook as it contains important information about your Contract with the Company.

We are proud of the way in which we conduct our business and consider that employees work at their best when they are assured of integrity and a professional approach in all respects. This must extend to our 'people' practices. If you have any questions or comments, please feel free to contact me.

We wish you a long and successful career with Plastica Ltd and welcome you to our Company.

Edward Campbell-Salmon  
Managing Director

## AN OVERVIEW OF THE EMPLOYEE HANDBOOK

This Handbook has been designed as an easy reference guide for you.

Terms and Conditions of Employment are contained within the following:

- Your Offer of Employment Letter.
- Your written statement of Terms and Conditions contained in your contract of employment.
- Part One of this Handbook.

Collectively, the above documents comprise your “Contract” with the Company and are referred to as such in this Handbook.

Part Two of the Handbook contains some Company Policies, Guidelines and useful information that **do not** form part of your contract of employment. The company reserves the right to review, revise, amend or replace the content of Part Two of the Handbook and introduce new policies from time to time to reflect the changing needs of the business and to comply with new legislation.

Part Two of the Handbook, section B, includes reference to statutory entitlements. These are designed to reflect the statutory provisions that are in force from time to time. Where there is any discrepancy between what is set out in section B of Part Two of the Handbook and the statutory provisions then the latter will prevail.

We have a separate Health and Safety Policy which sets out our provisions. All Directors and employees must comply with this Policy.

The Handbook draws together information on Company Policies and Procedures about key aspects of your employment, and covers many of the more general topics about which employees sometimes ask questions. It illustrates our intention to treat all employees fairly and consistently, and follows the law as regards employment practices.

From time to time this Handbook may be amended and updated to reflect the needs of the Company and any legal developments. You will be given notice of any contractual changes.

A copy of the current Handbook can be found on our Company Intranet or is available from your Supervisor/Manager or the HR Officer. It is important that you continue to familiarise yourself with the current Handbook on a regular basis and refer to it during your employment with us.

If you have any questions or comments, please feel free to discuss these with your Supervisor, Manager or the HR Officer.



## **COMPANY STATEMENT**

### **VISION STATEMENT**

To be the Customers First Choice

### **MISSION STATEMENT**

To provide quality swimming pool and allied products, so that we can:

- Provide excellent support for customers
- Develop and expand our customer base within the UK and overseas
- Improve the growth and profitability of the company
- Make a fitting contribution to our people and the community

### **COMPANY VALUES**

In order to achieve the above goals, Plastica will strive to work to the following guidelines:

#### **Putting the Customer First**

- Customers pay our salaries
- We should realise the consequences of not doing our job correctly
- We should listen to customers' requirements
- We need to understand the needs of internal customers (including suppliers)
- Everyone needs to take responsibility for customer relationships
- We should treat all customers with respect

#### **Being Professional**

- We work to proper systems
- We are properly skilled to do our jobs
- We regularly review our learning needs and implement appropriate training and development activities

#### **Respecting Each Other**

- We must support one another
- We should treat one another as we would expect to be treated ourselves
- We are loyal to the company and to one another
- We exercise appropriate discretion
- We have open agendas
- We need to know each other's business goals

#### **Working As A Team**

- Work to break down barriers between departments
- Work to understand problems in other departments
- Resolve problems at the level where they emerge
- Be clear about agreements and stick to them

#### **Continuous Improvement**

- We actively look to improve every aspect of the company's performance
- We are open to feedback from colleagues and customers to help improve performance
- We are prepared to help others improve their performance

## COMPANY HISTORY

- 1972 The company was started on 14<sup>th</sup> March 1972 by Peter Adlington and Edward Campbell-Salmon. They formed Plastica Trading Co. (a partnership) producing Winter Debris Covers in Chelsea, London.
- 1974 With the oil crisis and rising fuel prices the decision was made to add Heat Retaining Covers to the range.
- 1976 Swimming Pool Liners in P.V.C. were then added to our range and the business relocated to Hastings, East Sussex.
- 1982 A 14,000 square foot factory was purchased in addition to the original 7,000 square feet. We then started injection moulding pipe fittings.
- 1984 We added Commercial Covering Systems to our range.
- 1986 We started wholesaling product i.e. pumps, heaters and filters.
- 1988 The business was incorporated as Plastica Ltd on 1<sup>st</sup> August 1988.
- 1991 The business relocated to a 50,000 square foot building.
- 1994 We started importing and packing Water Treatment products.
- 1995 A specialist building was constructed for packing our Water Treatment products.
- 1996 We achieved accreditation ISO 9002:94 and our first colour catalogue was printed and distributed to customers.
- 1998 Our Pool Liner, Solar and Jumbo Department relocated to larger premises in St Leonards.
- 2001 The company relocated to its present Perimeter House factory and Head Quarters in St Leonards. We now occupy a 100,000 square foot factory on a 6 acre site.
- 2002 A new Water Treatment building was constructed at our Perimeter House site. Transfer accreditation ISO 9001:2000 – November 2000
- 2003 Peter Adlington ceased the day to day management of Plastica to run Plastipack Ltd and Edward Campbell-Salmon was appointed Managing Director.
- 2004 Ian A Warne was appointed as Finance Director.
- 2005 Production of wooden pools commenced.
- 2006 Our trade website was launched.
- 2009 Ian A Warne was appointed as Finance & Operations Director. Plastica won its single largest commercial contract to date to install covering systems for Haringey Council.
- 2012 The Company became COMAH registered.
- 2013 Garden Paradise was launched. Company implemented Microsoft AX
- 2014 Garden Timber Company was launched.
- 2016 Launched a new internal Product Development process.

## **PART ONE – TERMS AND CONDITIONS OF EMPLOYMENT**

### **1. PROBATIONARY PERIOD**

Your contract of employment states your probationary period, if applicable.

The purpose of the probation period is to assess your suitability for the role that you have been employed to perform.

During your probationary period your conduct, performance, attendance and timekeeping will be monitored to ensure that it is satisfactory. You will also be required to demonstrate that you have the necessary skills, experience and ability expected of you to allow you to undertake the role.

The Company reserves the right to extend your probationary period by up to a further three months at its discretion.

The Company reserves the right to make a decision on your suitability for continued employment before the end of your probation period if this is deemed appropriate in the circumstances.

Please also refer to Part One: Notice Periods and Termination of Employment.

### **2. INDUCTION**

It is the aim of the Company to ensure that your induction is dealt with in an organised and consistent manner, to enable you to be introduced into a new post and working environment quickly, in order that you can contribute effectively and efficiently as soon as possible.

We believe that all new employees must be given induction training when they join the Company. This training is regarded as a vital part of employee recruitment and integration into the working environment. We are also committed to ensuring that all employees are supported during the period of induction, to the benefit of you and the Company alike.

### **3. HOURS OF WORK, OVERTIME AND PLACE OF WORK**

#### **3.1 Hours of Work**

Your normal hours of work are set out in your contract of employment.

You are expected to report for work punctually at all times and follow timekeeping and absence procedures. A failure in this regard is detrimental to the efficient running of the business and imposes an unnecessary burden on your colleagues.

You have no right to be paid for time not worked due to lateness. Persistent lateness, unacceptable levels of absence and/or unauthorised absence may form the basis for disciplinary action. The Disciplinary Policy and Procedures are set out in Part Two of the Employee Handbook.

We will ensure that you do not work more than an average of 48 hours a week over a 17-week reference period (see Working Time Regulations Policy), unless you choose to opt-out of the Regulations.

#### **3.2 Overtime**

In order to help us maintain optimum service levels, in addition to your normal hours of work, you may be required to work such additional hours as the needs of the business dictate.

Overtime must be approved by a Manager or a Director.

For further information please refer to your contract of employment.

### **3.3 Place of Work**

You are expected to be working from the Company's office/sites or our customer's office/customer sites if your job requires it.

Access to our offices outside of core working hours and during weekends requires prior approval from your Manager or a Director.

If you abuse accessibility to the office outside core working hours you will be subject to disciplinary action, unless there are exceptional circumstances.

## **4. REMUNERATION (PAYMENT OF SALARY)**

### **4.1 Pay Reviews**

The Company's aim is to ensure that you are properly rewarded for your level of contribution to the Company.

There is no contractual entitlement to a pay rise.

We cannot guarantee that there will be an annual pay increase.

### **4.2 Salary Administration – Payment and Deductions**

Your salary will be paid by direct transfer into your bank/building society account by the last day of each month. Except in your final month of employment when it may be paid by cheque.

Itemised payslips are sent out to coincide with the above credit transfer.

Any pay changes will be confirmed to you in writing (except for unpaid leave, unpaid sickness absence or SSP).

When you join or leave the Company, your salary will be calculated on a pro-rata basis, based on the exact hours worked that month.

We will make the statutory deductions from your salary in respect of Income Tax and National Insurance contributions. Deductions will also be made, where appropriate, for contributions to the Pension Scheme. You authorise the Company to deduct and retain from any sums owed to you and/or from any pay in lieu of notice (or, if no sums are owed to you, to require repayment of) in respect of the following:

- a) Any overpaid salary, sick pay, holiday pay, expenses or other debt owed by you to the Company, whether such overpayment was made by mistake, misrepresentation or otherwise.
- b) The balance repayable of any loan made to you by the Company.
- c) Any losses incurred by the Company during the course of your employment, which are caused through your negligence, deliberate or wilful act(s) of misconduct or any dishonesty on your part (following an investigation by us and you being found guilty of the same).
- d) Unpaid unauthorised absence from your employment.
- e) Unpaid sickness absence either from not following our absence notification rules or due to having no Company Sick Pay entitlement to use.
- f) Any other deductions which are required to be made by law, or that you have previously agreed to in writing.

Except for d) and e) you shall be notified of any such deductions not less than seven days in advance of the date on which the deduction shall be made, unless this is not reasonably practicable.

If these deductions would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period at our discretion.

### **4.3 Income Tax and National Insurance Enquiries**

At the end of each tax year, you will be given a Form P60 showing the total pay you have received from the Company during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a Form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them if making enquiries with HM Revenue & Customs (HMRC) or Department of Works and Pensions (DWP), or if completing a Self-Assessment Form.

You should refer any specific Income Tax enquiries to the HR Officer. General queries regarding Income Tax should be directed to HMRC. Quoting PAYE Reference Number: 334/SP255 and your National Insurance Number.

For National Insurance enquiries, you should refer to your local office, quoting your National Insurance Number.

## **5. EXPENSES**

All expenses must be agreed in advance with your Manager. Details of expenses claimed with the original receipts should be submitted on the appropriate form, signed by your Manager, by 9:30am on the Monday before the last Friday of the month in which the expenses are incurred. Expenses are paid through our payroll function and are identified on your payslip. Expenses paid this way are not subject to tax and NI payments. Expense forms may be obtained from your Manager.

We reserve the right to withhold payment of expenses that are not submitted within a reasonable due date. Expenses received after the above due date will be paid the following month. Expenses submitted after three months will not be reimbursed unless specifically approved by a Director.

Subject to complying with the above, you will be reimbursed in full for any authorised expenditure reasonably and necessarily incurred on behalf of the Company.

We respect your personal integrity and expect that Expense Forms will be completed honestly, accurately and promptly.

We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses in breach of this policy may result in disciplinary action.

## **6. TRAINING COSTS**

The Company endeavours to ensure that you receive any necessary and proper training to enable you to perform your role. Where the Company has incurred any fees, expenses and other costs due to you attending a training course you will be required to reimburse the Company as follows:

- a) You cease employment or withdraw from the training course before it has commenced but the Company has already incurred liability for the costs, 100% of the costs or such proportion of the costs that the Company cannot recover from the course provider shall be repaid;
- b) You cease employment during the training course, or cease employment within three months of completing the training course, or discontinue the training course before it has been completed, 100% of the costs shall be repaid;
- c) You cease employment more than three months but no more than six months after completion of the training course, 50% of the costs shall be repaid;
- d) You cease employment more than six months but no more than twelve months after completion of the training course, 25% of the costs shall be repaid.

Thereafter, no repayment shall be required.

The Company will deduct a sum equal to the whole or part of the costs due from your final salary payment or from other allowances, expenses or other payments due from the Company to you. If your final salary payment is not sufficient to meet the debt due to the Company, you agree that you will repay the outstanding balance to the Company within one calendar month of the date of termination of your employment, such payment to be made as agreed with the Company.

## **7. ABSENCE FROM WORK**

Please refer to Part Two for our Policies on Maternity, Adoption, Paternity, Parental Leave, Shared Parental Leave and Time off Work for Dependents.

### **7.1 Public/Bank Holidays**

We recognise the 8 Public/Bank Holidays, (New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Holiday, Christmas Day and Boxing Day) as part of your paid leave. However, the above days only count against your statutory paid holiday entitlement when you are normally contracted to work on one or more of them. Where a Public/Bank Holiday falls on such a working day, it is automatically offset against your holiday entitlement. When one of these days is taken as holiday you will receive payment at your normal basic daily rate of pay.

### **7.2 Time Off in Lieu (TOIL)**

Time off in lieu may be given under certain circumstances to eligible employees who work on a public/bank holiday or for days/hours they are not contracted to work.

Any hours worked over your contractual requirements must be authorised by a Manager/Director prior to working them.

You will be advised in your contract of employment whether you are eligible for TOIL and the Terms and Conditions that apply to such entitlement.

### **7.3 Annual Leave**

Our annual leave year begins on 1<sup>st</sup> January and ends on 31<sup>st</sup> December each year.

Your normal paid annual leave entitlement is detailed in your contract of employment.

You must submit your request for annual leave on a Holiday Form. All requests for annual leave must be approved by your Supervisor/Manager in advance and approval will be subject to operational requirements. Failure to have your holiday approved in advance could result in the time being classed as unauthorised unpaid leave and you may be liable to disciplinary proceedings.

Holiday requests will be dealt with on a 'first come, first served' basis. If, because of a previously authorised holiday for another member of staff, the business of the Company would be unduly disrupted by you taking holiday as requested, we may have no alternative but to refuse your request for holiday. If a request for a holiday is refused, you must re-arrange your holiday. If leave is still taken under these circumstances it will be considered as unauthorised and will be unpaid. You may also be liable to disciplinary proceedings.

You must give as much notice as possible and, in any event, at least two weeks before you take leave of between six days and two weeks. For leave of shorter duration, at least one week's notice is required. For leave over two weeks, one month's notice and the approval of your Line Manager is required. Leave over two weeks will only be granted at the discretion of the Company in the accordance with the needs of the business.

Leave is issued in hours and taken in hours. Leave must be taken in 15 minute blocks.

Annual leave entitlement will accrue during sick leave and maternity, adoption or shared parental leave. For the avoidance of doubt, please note that you will not be able to take annual leave whilst on maternity, adoption or shared parental leave. However, you may apply to take holidays during long-term sick leave, or to coincide with the end of your period of maternity, adoption or shared parental leave. You must follow the normal notice procedure. Any holiday not used in the year it accrues (as a result of the reasons set out in this paragraph) may be allowed to be rolled over into the next holiday year, but no further than that.

Holiday not used in the year it accrues is not automatically carried over to the next holiday year. We encourage everyone to take their annual entitlement in the year it is issued, any holiday not used may be lost.

Only minimum holiday entitlement as defined under the Working Time Regulations will accrue during unpaid leave.

We reserve the right to require you to take any unused holiday during your notice period without giving you any minimum notice that we require you to take such holiday.

**Note:** A minimum of four week's or pro rata equivalent (hourly equivalent) annual leave needs to be taken in any one holiday year, including public/bank holidays, and holiday cannot be paid in lieu unless you are leaving the Company's employment. We will encourage you to take the minimum requirement of leave. Any annual leave to which you are entitled under the Working Time Directive will be deemed to be taken prior to any other annual leave to which you are entitled during any holiday year.

#### **7.4 Apportioning Leave Entitlement**

The following Procedure applies in calculating leave entitlement where you join or leave during the leave year or work part time:

You will receive a certain number of hour's annual leave entitlement for each week or part week worked. Fractions of hours resulting from the calculation may, at the Company's discretion, be rounded up to the nearest 15 minutes.

Your annual leave entitlement is calculated on a pro-rata basis by reference to the number of hours worked in an ordinary working week and weeks worked in the holiday entitlement year.

#### **7.5 Carrying Annual Leave Forward**

Your annual leave entitlement must be taken within the relevant holiday year and may not be carried forward into the following year (except in special circumstances, such as maternity, adoption, shared parental leave or long-term sickness absence, subject to the Working Time Regulations and with the prior written approval of the Company).

In exceptional circumstances a Director's approval may be given to carry over holiday to the following year. If permission is given to carry forward annual leave (maximum of the equivalent of one contractual working week) it must be used by 31<sup>st</sup> March the following year. Any annual leave carried over and not used by that date will be lost.

Where you are prevented from taking annual leave in a particular holiday year as a result of sickness absence, you will only be permitted to carry forward your statutory minimum annual leave excluding additional statutory or contractual annual leave. In circumstances where you have been prevented from taking your leave due to sickness and you wish to carry your holiday entitlement to the next holiday year, you should contact your Manager in good time and in any event at least one month before the end of the holiday year to request that your entitlement be carried forward. Should you fail to do so, any entitlement above the statutory minimum will be lost and will not be carried over to the next holiday year. Where you have been prevented due to other absence, such as maternity, adoption or shared parental leave, your entitlement will be carried over in any event. Any annual leave entitlement carried over from one leave

year to the next must be taken within 12 months of the end of the holiday year in which it was accrued, thereafter it will be lost.

## **7.6 Cancellation of Leave**

With the agreement of your Supervisor/Manager, any leave previously approved may be cancelled and such entitlement taken at a later date.

## **7.7 Illness Prior to and During Annual Leave**

If you are ill or injured prior to or during a period of pre-arranged annual leave, and your illness would have prevented you from attending work, you may elect to treat the days of incapacity as sickness absence instead of annual leave.

If you wish to do so, you must inform your Manager of your illness and its likely duration as soon as possible in accordance with the usual reporting requirements of the Company's Sick Leave and Pay Policy.

You will not receive company sick pay for any such period of absence unless you have complied with the reporting requirements of the Company's Sick Leave and Pay policy and provided a medical certificate (if sickness absence is over 7 days) or other evidence of your incapacity at your own expense for the full period of incapacity.

## **7.8 Leave Entitlement on Leaving the Company**

On leaving the Company, you will be required to take any unused (pro rata) holiday entitlement during your period of notice. It is at our sole discretion whether it is converted to a taxable payment instead.

If we decide to make you a payment in lieu of annual leave entitlement, the amount payable to you will be the number of hours leave accrued to date but not yet taken, multiplied by your hourly rate of basic salary (annual salary divided by 52 and divided by your contractual weekly hours) and subject to statutory deductions for Income Tax and National Insurance.

If you leave the Company having taken annual leave in excess of your accrued entitlement, we will deduct the appropriate amount from your final salary or any other monies owing to you. You hereby authorise any such deduction. Any outstanding balance will become immediately repayable to the Company on termination of your employment and you agree to immediately repay such amount to the Company.

## **7.9 Compassionate Leave**

Compassionate leave is only available to employees who have successfully passed their probationary period.

One day's paid compassionate leave will be given to eligible employees to attend the funeral of any of the following relatives:

Parents or Legal Guardian, Brother, Sister, Husband, Wife, Partner, Son, Daughter, Grandmother or Grandfather.

A further two days paid compassionate leave will be given to eligible employees if it is your responsibility to organise the funeral and final affairs of the one of the above relatives.

If you wish to attend the funeral of a relative not listed above, a close friend, work colleague or customer of Plastica that is well known to you etc., two hours paid leave will be given. This leave must be authorised by your Manager. Any additional leave required must be taken as Annual Leave (paid or unpaid).

A Compassionate Leave Form is available from your Manager and must be completed and authorised prior to any compassionate leave being taken.



## **7.10 Medical and Dental Appointments**

Whenever possible, you must make appointments outside of working hours, or if this is not possible you should endeavour to arrange them at times when they will cause least disruption (i.e. early morning or late afternoon appointments).

With the exception of ante-natal appointments, there is no contractual entitlement to remuneration for absences relating to attendance at medical appointments. Any time off required must be booked as Annual Leave (paid or unpaid).

## **7.11 Timekeeping/Lateness**

You should ensure that you arrive at work sufficiently early to be ready to commence work at your contractual starting time. If you are unexpectedly unable to attend work on time you must contact your Supervisor/Manager by telephone, in person (contact by other means e.g. text, email or social media is not permitted) as soon as possible of the reasons for your lateness. If you are unable to contact your Supervisor/Manager you must contact our HR Officer (01424 857742) or one of the following: Operations Manager (01424 857762), ICT Manager (01424 857723) or Customer Services Manager (01424 857710). In the rare event that none of these are available please call the Customer Services Department on 01424 857857 and leave a message, either on the answerphone or with a member of the team.

Lateness is defined as clocking in after your contractual start time or taking longer than you are contractually entitled to for a break. A Late Report will be issued for all individual instances of lateness. You are required to sign the report and state your reason for lateness.

You must comply with any time recording procedures relating to your job.

You have no right to be paid for time not worked due to lateness. However, time off for lateness must be accounted for, either made up (if this is possible within your department) or taken as holiday (paid or unpaid).

Lateness will be recorded and unacceptable levels of timekeeping and attendance will result in disciplinary action. Three instances of lateness in a rolling four months' will lead to further investigation which may result in disciplinary action.

## **7.12 Public Duties**

You are entitled to reasonable time off work during working hours to perform the duties associated with certain positions, such as Justices of the Peace, members of a Local or Police Authority, or statutory Tribunals.

There is no contractual entitlement to remuneration for absences relating to this time off. Any time off required must be booked as Annual Leave (paid or unpaid).

Each request for time off will be considered on its merits, in the circumstances in which it is made including:

- a) Whether the activity is reasonable in relation to your employment.
- b) How much time off is reasonably required for the duty in question.
- c) How much time off you have already taken for the public duty in question.
- d) How your absence will affect our business.

### **7.13 Jury Service/Acting as a Witness**

If you are required to attend Court as a witness or serve on a jury, you must inform your Manager immediately. You must report for work on those days/half days when you are not required to be at Court.

You may be required to attend Court every day during the period of jury service. However, it may be possible to release you, either for whole days or half days, during that period of jury service. If this happens, then you must return to work if at all practicable.

Depending upon the demands of the business we may request that you apply to be excused from or defer your jury service.

You may be entitled to payments from the Court to compensate for loss of earnings and a form will be sent with the Jury Summons asking for details. Please pass this to our HR Officer for completion.

There is no contractual entitlement to remuneration for absence due to Jury Service/Acting as a Witness. Any time off will be authorised unpaid leave.

### **7.14 Adverse Weather Conditions**

We recognise that there will be occasions when getting to work because of adverse weather conditions (e.g. significant snow or ice) will be difficult. We do not wish to put anyone in danger in an attempt to attend work in adverse weather and would encourage everyone to think carefully as to whether they are able to get to work safely.

If you decide not to attend work during periods of adverse weather, the time off must be taken as Annual Leave (paid or unpaid). You must contact your Supervisor/Manager by telephone, in person (contact by other means e.g. text, email or social media is not permitted) by 10:00am on each day of absence to confirm your reason for absence, failure to contact the Company will result in the time being treated as unauthorised and you may be subject to our disciplinary procedure for failure to contact.

If you are unable to contact your Supervisor/Manager you must contact our HR Officer (01424 857742) or one of the following: Operations Manager (01424 857762), ICT Manager (01424 857723) or Customer Services Manager (01424 857710). In the rare event that none of these have attended work please call the Customer Services Department on 01424 857857 and leave a message, either on the answerphone or with a member of the team

## **8. SICKNESS ABSENCE POLICY**

### **8.1 Policy Statement**

This Sickness Absence Policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way.

We wish to ensure that the reasons for sickness absence are understood in each case (whether short term or long term absence) and investigated where necessary.

Where needed and reasonably practicable, measures will be taken to assist those who have been absent by reason of sickness to return to work.

This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

This policy does not form part of your contract of employment and we may amend it at any time. We will review the policy from time to time to ensure that it continues to reflect our legal obligations and the Company's organisational and business needs.

## 8.2 Sickness Absence Reporting Procedure

If you are taken ill or injured while at work you should report to or be taken to your Supervisor/Manager and where requested and appropriate you will be given permission to leave work. Supervisor's/Manager's should contact the HR Officer to inform them that an employee has left work due to sickness or injury.

If you are ill or unable to attend work for any reason, you must contact your Supervisor/Manager by telephone, in person (contact by other means e.g. text, email or social media is not permitted) as soon as possible and, in any event, by no later than 10:00am that day (please ensure you are aware of their contact telephone number). You must speak to them in person and provide the following details:

- a) The nature of your illness or injury.
- b) The expected length of your absence from work.
- c) Any outstanding or urgent work that requires attention.

You are required to contact your Supervisor/Manager by telephone, in person to report absence on each subsequent day of absence unless otherwise agreed in advance.

We accept that in exceptional circumstances you may be unable to telephone to report absence yourself. In such exceptional circumstances it is acceptable for someone else to contact the Company by telephone (contact by other means e.g. text, email or social media is not permitted) on your behalf.

If you are unable to contact your Supervisor/Manager you must contact our HR Officer (01424 857742) or one of the following: Operations Manager (01424 857762), ICT Manager (01424 857723) or Customer Services Manager (01424 857710). In the rare event that none of these are available please call the Customer Services Department on 01424 857857 and leave a message, either on the answerphone or with a member of the team.

If you fall ill whilst working away or travelling on Company business the same absence reporting procedures apply.

Supervisors/Managers will ensure that any sickness absence notified to them is recorded and reported to HR and that appropriate arrangements are made to cover workload.

**Communication of absence by any other method than a phone call (e.g. text message, e-mail or social media websites) is not acceptable. Communication to anyone other than your Supervisor/Manager, HR Officer or one of the Manager's detailed is not acceptable (except Customer Services if all others are unavailable). Unless under exceptional circumstances, it is not acceptable to leave a message to explain your absence, you must speak in person to your Supervisor/Manager, HR Officer or one of the Manager's detailed.**

## 8.3 Evidence of Incapacity

For sickness absence of up to seven consecutive calendar days you must complete a self-certification form (Absence Form) which is available from your Supervisor/Manager.

For absence of more than seven consecutive calendar days you must obtain a certificate from your Doctor ('Statement of Fitness for Work') stating that you are not fit for work and the reason(s) why. This should be forwarded to your Supervisor/Manager or the HR Officer as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.

If your Doctor provides a certificate stating that "you may be fit for work" you should inform your Supervisor/Manager or the HR Officer immediately. We will discuss with you any additional measures that may be needed to facilitate your return to work, taking account of your Doctor's advice. This may take place at a return to work interview. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.

Where we are concerned about the reason for absence, or frequent short-term absence, we may require a medical certificate for each absence regardless of duration. In such circumstances, we will cover any costs incurred in obtaining such medical certificates, for absence of a week or less, on production of a Doctor's invoice and only under a Manager's authorisation.

Self-certification forms and Statements of Fitness for Work must be submitted as soon as possible and at the latest five working days after receipt.

#### **8.4 Unauthorised Absence**

Absences where you have failed to comply with the above procedure will be classified as unauthorised absence and will be dealt with as a disciplinary offence under the Company's Disciplinary Procedure.

If you fail to report sickness absence in accordance with the above procedure a representative of the Company may attempt to contact you, by telephone and in writing if necessary. This cannot be treated as a substitute for reporting sickness absence.

Unauthorised absence for failing to comply with the above procedure will not be covered by our Company Sick Payments (if eligible). Unauthorised absence is unpaid.

#### **8.5 Medical Examinations and Reports**

We place importance on you being fit for work and, subject to your statutory rights under the Access to Medical Reports Act 1988 and the Data Protection Act 1998, we reserve the right at any time to require you to:

- a) Have a medical examination by a Doctor or Health Professional appointed by the Company, at the Company's expense, or as part of any Government scheme in place from time to time.
- b) Apply (or allow us to apply on your behalf) to your GP or other Health Professional for a copy of your health records.
- c) Supply such health records to a Doctor or other Health Professional appointed by the Company.
- d) Request a Doctor or medical practitioner to compile a report and supply such report to us.
- e) Consent to an application by the Company to your GP or other Health Professional for a medical report on you.
- f) Permit such report to be supplied to us and discussed with our Medical Advisers.

We will also consider any recommendations following a medical examination or within a medical report in order to assist your to return to work.

#### **8.6 Keeping in Touch**

If you are absent on sick leave you may be contacted from time to time by your Manager/Supervisor, the HR Officer or a Director in order to discuss your wellbeing, expected length of continued absence from work and any of your work that requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.

If you have any concerns whilst absent on sick leave, whether about the reason for your absence or your ability to return to work, you should feel free to contact your Manager/Supervisor/HR Officer at any time.

#### **8.7 Statutory Sick Pay**

If you are absent from work due to sickness or injury, and follow the sickness absence reporting procedures, you may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory

requirements. Qualifying days for SSP are the days that you would normally be required to work, as set out in your employment contract.

The rate of SSP is set by the Government in April each year.

No SSP is payable for the first three consecutive days of absence, these are waiting days. SSP starts on the fourth day of absence and may be payable for up to 28 weeks in any period of incapacity for work or series of linked periods of incapacity for work.

If you are not eligible for SSP or if your SSP entitlement is coming to an end we will give you a form SSP1 telling you the reasons.

## **8.8 Company Sick Pay (CSP)**

After you have successfully completed your probationary period or after six months service, whichever is greater, and provided you have complied with this policy in all respects you will be entitled to receive Company Sick Pay (CSP), such payments inclusive of SSP due, are detailed in your contract of employment.

Our Sick Pay year runs from 1<sup>st</sup> January to 31<sup>st</sup> December. Company Sick Pay entitlement is issued in hours and sick leave is taken in hours. Sick Leave must be taken in 15 minute blocks.

If you are entitled to CSP in excess of SSP and your entitlement expires the Company may, in its absolute discretion, continue payments to you during any continued absence at a level deemed reasonable and appropriate by the Company. No such payments constitute a contractual entitlement and may be discontinued by the Company at any time.

We reserve the right to request you to return any benefits in kind such as company car, mobile phone, laptop, not pay company car allowance etc. for periods of sickness absence. The retention of such is at the company's discretion.

The Company reserves the right to withhold CSP in circumstances where the Company deems it appropriate in the Company's complete discretion. The Company will consider withholding CSP in situations including (but not limited to) sickness absences not supported by genuine medical evidence of incapacity for work, absence due to sports injuries, injuries connected with dangerous activities or self-inflicted injuries and sickness absence during a period where disciplinary proceedings are pending.

If a period of sickness absence is or appears to be occasioned by actionable negligence, nuisances or breach of any statutory duty on the part of a third party, in respect of which damages are or may be recoverable, you must immediately notify HR or a Director of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that the Company may reasonably require. If we require you to do so, you must co-operate in any related legal proceedings and refund to us that part of any damages or compensation (including interest) you recover that relates to lost earnings for the period of sickness absence as we may reasonably determine, less any costs you incurred in connection with the recovery of such damages or compensation, provided that the amount refunded to us shall not exceed the total amount we paid to you in respect of sickness absence.

## **8.9 Sickness Absence and Holidays**

If you become sick or injured prior to or while on annual leave such that you would be unfit for work you may ask us to treat the period of incapacity as sick leave and reclaim the annual leave provided you have complied with the sickness absence reporting procedure. Evidence of incapacity for work would be required in the normal way. The requirements of this policy apply even if you are abroad. See Section 7.7 Illness Prior to and During Annual Leave for further information.

If you are on sick leave you may choose to cancel any pre-arranged annual leave that would otherwise coincide with your sick leave. You should notify your Manager/Supervisor as soon as possible that you wish to do this.

If your period of sick leave extends into the next holiday year, or if there is not enough time left in the current holiday year to make it practicable to take your remaining holiday entitlement, you can carry any unused holiday entitlement (up to the statutory minimum annual leave entitlement) over to the following leave year. Any annual leave not taken within twelve months of the end of the holiday year in which it accrues (whether or not you have returned to work) will be lost.

## **8.10 Return to Work**

You should notify your Manager/Supervisor as soon as possible of your expected return to work date.

If you have been suffering from an infection or contagious disease or illness you should not attend work until you have obtained clearance from a medical professional.

If you have been absent on sick leave for more than three days, you may have to attend a return-to-work discussion with your Manager/Supervisor. A return-to-work discussion enables us to confirm the details of your absence. It also gives you the opportunity to raise any concerns or questions you may have, and to bring any relevant matters to our attention. Where your Doctor has provided a certificate stating that “may be fit for work” we will usually hold a return-to-work meeting to discuss any additional measures that may be needed to facilitate your return to work, taking account of your Doctor’s advice.

We are committed to helping employees return to work from long term sickness absence. As part of our sickness absence management procedure, we will, where appropriate and possible, support returns to work by obtaining medical advice, making reasonable adjustments to the workplace/working practices/working hours, considering redeployment and agreeing a return-to-work programme.

## **8.11 Sickness Absence Management Procedure**

### General Principles

We may apply this procedure whenever we consider it necessary, including, for example, if you:

- a) have been absent due to illness on three separate occasions within a rolling 4 month period;
- b) have discussed matters at a return-to-work discussion or meeting that require investigation;

Unless it is impractical to do so, we will give you two days’ written notice of the date, time and place of a sickness absence meeting. We will put any concerns about your sickness absence and the basis for those concerns in writing or otherwise advise why the meeting is being called. A reasonable opportunity for you to consider this information before a meeting will be provided.

You must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you or your companion are unable to attend at the time specified you should inform us immediately so that we can schedule a suitable alternative time.

A meeting may be adjourned if we are awaiting receipt of information, we need to gather any further information or give consideration to matters discussed at a previous meeting. You will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.

Confirmation of any decision made at a meeting, the reasons for it, and of the right of appeal will be given to you in writing within 7 days of a sickness absence meeting (unless this time scale is not practicable, in which case it will be provided as soon as is practicable).

If, at any time, we consider that you may have taken or are taking sickness absence when you are not unwell, this will be treated as a potential disciplinary offence and be dealt with under the Company’s Disciplinary Procedure.

### Right to be accompanied at meetings

You may bring a companion to any meeting or appeal meeting under this procedure. Your companion may be either a Trade Union Representative or colleague. Their details must be given to the person conducting the meeting, in good time before it takes place.

Employees are allowed reasonable time off from duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish.

We may at our discretion permit other companions (for example, a family member) where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.

A companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during a meeting.

### Stage 1 – First sickness absence meeting

The purposes of a first sickness absence meeting may include:

- Discussing the reasons for absence.
- Where you are on long-term sickness absence, determining how long the absence is likely to last.
- Where you have been absent on a number of occasions, determining the likelihood of further absences.
- Considering whether medical advice is required.
- Considering what, if any, measures might improve your health and/or attendance.
- Agreeing a way forward, action that will be taken (such as an informal attendance warning, a formal attendance warning and implementing an attendance improvement plan) and a timescale for review and/or a further meeting under the sickness absence procedure.

### Stage 2 – Further sickness absence meeting(s)

Depending on the matters discussed at the first sickness absence meeting, a further meeting or meetings may be necessary.

The purposes of further meeting(s) may include:

- Discussing the reasons for and impact of your ongoing absence(s).
- Where you are on long-term sickness absence, discussing how long your absence is likely to last.
- Where you have been absent on a number of occasions, discussing the likelihood of further absences.
- If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.
- Considering your ability to return to/remain in your job in view both of your capabilities and our business needs and any adjustments that can reasonably be made to your job to enable you to do so.
- Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you.

- Where you are able to return from long-term sick leave, whether to your job or a redeployed job, agreeing a return to work programme.
- Agreeing a way forward, action that will be taken (such as implementing an attendance improvement plan) and a timescale for review and/or a further meeting(s). This may, depending on steps we have already taken, include a formal attendance warning or warning that you are at risk of dismissal.

### Stage 3 – Final sickness absence meeting

Where you have been warned that you are at risk of dismissal, we may invite you to a meeting under the third stage of the sickness absence procedure.

The purposes of the meeting will be:

- To review the meetings that have taken place and matters discussed with you.
- Where you remain on long-term sickness absence, to consider whether there have been any changes since the last meeting under stage two of the procedure, either as regards your possible return to work or opportunities for return or redeployment.
- To consider any further matters that you wish to raise.
- To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time.
- To consider the possible termination of your employment.

### Appeals

You may appeal against the outcome of any stage of this procedure and you may bring a companion to an appeal meeting.

An appeal should be made in writing, stating the full grounds of appeal, within seven days of the date on which the decision was sent to you.

You will be given written notice of an appeal meeting which will be held as soon as reasonably practicable. You will be provided with written details of any new information which comes to light before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting.

Where practicable, an appeal meeting will be conducted by a Manager senior to the individual who conducted the sickness absence meeting.

The final decision will be confirmed in writing, if possible within seven days of the appeal meeting. There will be no further right of appeal.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

## **8.12 Disabilities**

We are aware that sickness absence may result from a disability. At each stage of the sickness absence management procedure particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.



If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your Manager or the HR Officer.

## **9. TIME AND ATTENDANCE SYSTEM POLICY**

### **9.1 Introduction**

The Company must comply with applicable laws that require records to be maintained of the hours worked by employees. To ensure that accurate records are kept of the hours an employee works (including overtime where applicable), employees are required to maintain accurate time and attendance records by using our Time and Attendance System.

### **9.2 Requirements**

It is a Company requirement for you to swipe your fob at a terminal:

- a) When entering the premises at the beginning of your working day.
- b) When leaving the premises at the end of your working day.
- c) If you leave the premises during your lunch break and when you return to site from your lunch break.
- d) If you leave the premises during the working day for a holiday and again if you return the same day.
- e) If you are leaving the premises on work related business and again if you return the same day.
- f) When entering the premises for the first time that day having been working off site previously that day.

If an employee is working off site and have been informed by their Supervisor/Manager, they must complete a Timesheet detailing their weekly hours worked. However, any time working at our premises must be recorded on the Time and Attendance System (see f) above).

### **9.3 Terminals**

There are three terminals on the premises. They are located in:

- 1) Reception
- 2) Warehouse Exit
- 3) Engineering Exit

Your fob will work at any of the machines however, to avoid a build-up of people at any one machine we would ask you to try to use the machine closest to your department.

### **9.4 Failure to swipe**

It is a Company requirement to swipe and you are responsible for ensuring that your working time is logged onto the system. We accept that on occasion you may forget to bring your fob with you to work. If this should happen please inform your Supervisor/Manager immediately so that they can inform HR that you are in attendance and have this recorded manually on the system.

Consistent failure to swipe or failing to notify your Supervisor/Manager that you have not swiped is not acceptable and you may be subject to our disciplinary procedure.

### **9.5 Lost Fob**

You will be assigned your first fob at no cost to you. The fob remains the property of the Company at all times. If you lose, damage, destroy or fail to return the fob when requested (or on leaving the company) you will be liable for a £4.00 charge for each replacement (this cost is liable to change dependent upon the amount charged by the supplier at the time of ordering).

## **9.6 Falsifying Information**

Any attempt to falsify the information gathered (e.g. swiping another employee's fob or asking another employee to swipe your fob) is gross misconduct and will be dealt with under the Company's Disciplinary Procedure. We reserve the right to review CCTV footage in the event of a falsification allegation.

## **10. NOTICE PERIODS AND TERMINATION OF EMPLOYMENT**

### **10.1 Notice Period**

During your probationary period, either party may terminate your employment by serving notice. Full details are provided in your contract of employment.

After your probationary period (if applicable) both parties are required to give the periods of written notice as set out in your contract of employment.

We reserve the right to terminate your employment without notice in circumstances of gross misconduct, examples of which may be found in the Disciplinary and Grievance Policies (see Part Two of the Handbook). Please note that these examples are non-exhaustive and the Company reserves the right to treat other matters as gross misconduct in appropriate circumstances.

### **10.2 Pay in Lieu of Notice**

We reserve the right, at our sole discretion, to pay you in lieu of any period of notice and any such payment will compromise basic salary only.

### **10.3 Garden Leave**

Once either side has given notice of termination, the Company may decide that you should be placed on a period of 'garden leave' for some or all of your notice period.

We may (at our discretion) at any time (including during any period of notice given by either party) amend your duties and/or suspend you from the performance of your duties and/or exclude you from any premises of the Company, and/or our clients, and/or require you to work from home, if appropriate. During such time, we reserve the right for you to remain employed and to receive your salary and benefits.

You shall, throughout any such period of suspension, exclusion and/or requirement(s), continue to be an employee of the Company and must comply with your obligations under your contract of employment. You will therefore not be entitled, either directly or indirectly, to work for any other employer or to work for yourself until your employment with the Company has terminated. You are also prohibited from having contact with any of the Company's customers, clients or suppliers, unless you are specifically requested to do so in the course of any duties which you are asked to perform during your notice period.

### **10.4 Return of Company Property and Representation**

Upon termination of your employment for whatever reason, you must:

- a) Return to the Company all equipment, tools, mobile telephones, laptops, printers, Time and Attendance fob, keys, uniform, correspondence documents, Employee Handbook, lists, discs, CDs, DVDs, USB memory sticks, PDAs (or other means of storing or recording information), paperwork and all other property belonging to the Company or any Group Company, which may be in your possession or under your control, and you must not without our written consent take any copies thereof. Failure to return such items will result in the reasonable replacement cost of the items being deducted from any monies outstanding to you.
- b) Cease to represent yourself as being in any way connected to the Company's business.

- c) Not say anything likely or calculated to lead any person to withdraw from or cease to continue offering to the Company any rights of purchase, sale, consultancy, import, distribution or agency then enjoyed by it.

## **11. RETIREMENT**

### **11.1 Retirement Age**

Unless, due to the nature of your particular job role, your contract of employment specifies a compulsory retirement age, the Company does not generally operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. Instead, we operate a flexible Retirement Policy that permits you to choose to voluntarily retire at any time. You should advise your Manager as early as possible of your wishes in relation to retirement.

### **11.2 Discussing your future plans**

It is helpful to the business for you to discuss your short, medium and long-term plans with your Manager, as the need arises. We need to plan for the business, and so may indicate to staff from time to time that it would be helpful to know what their plans are, whatever their age or their current working arrangements. There is no obligation for us or you to hold workplace discussions about your future plans, but it may be mutually beneficial to do so. Therefore, should you wish at any stage to discuss your retirement plans, you should feel free to do so, without concern.

Your employment prospects will not be prejudiced because you have expressed an interest in retiring or changing work patterns, whether you decide to proceed with retirement/request to change to working patterns or not.

### **11.3 Giving notice of retirement**

If you would like to retire you should give the notice required under your contract of employment as a minimum. However, it would help the business to plan for any handover or recruitment needs if you are able to give as much notice as possible.

If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment. Once you have given notice to terminate your employment, there is no obligation on the Company to agree to any request to retract your resignation.

## **12. PENSION**

The Pension Scheme is an automatic enrolment scheme for the purposes of the Pensions Act 2008 and you shall be automatically enrolled into membership of the Pension Scheme on the 1<sup>st</sup> of the month after three month's service with the Company.

Details of the Pension Scheme can be obtained from our HR Officer.

## **13. SAFEGUARDS AND SECURITY OF INFORMATION**

### **13.1 Rights of Search**

We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on Company premises. These searches are random and do not imply suspicion in relation to any individual concerned, although we reserve the right to search an employee when we reasonably suspect they have committed a criminal offence.

If this should happen, if practicable, you 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.

You may be asked to remove the contents of your pockets and bags, remove outer clothing such as

shoes and jacket and allow your vehicle to be inspected, etc. Searches may also be conducted on your work area, including desk, cabinets and lockers.

Whilst you have the right to refuse to be searched, refusal by you to agree to being searched will be deemed to constitute a Breach of Contract, which could result in your dismissal for gross misconduct.

Any employee caught in unauthorised possession of property belonging to the Company or property belonging to another employee or other third party, or otherwise caught in possession of an item in breach of this Handbook's provisions (such as an illegal substance), will be subject to disciplinary action. Our Disciplinary Policy and Procedure is set out in Part Two of the Handbook.

The Company also reserves the right to call in the Police at any stage.

### **13.2 Copyright and Intellectual Property**

The Company owns all works and inventions created by an employee during the course of their employment.

All written materials (whether held on paper, electronically or magnetically) which were made or acquired by you during the course of your employment with the Company, are our property and we retain copyright ownership.

At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such materials in your possession and delete them from any electronic device. We reserve the right to request written confirmation from you that you have done this.

### **13.3 Statements to the Media**

Any statements to reporters from newspapers, radio, television etc., in relation to the Company's business will only be given by a Director of the Company.

### **13.4 Personal Telephone Calls, Mobile Telephones, Company Mobile Telephones, Canteen Phone and Other Remote Devices**

#### **13.4.1 Personal Telephone Calls**

If an urgent/emergency personal call is necessary during working hours, it must be kept to a minimum and have the prior permission of your Supervisor/Manager. However, excessive use of the company's telephone for personal calls is prohibited. This includes lengthy, casual chats, non-essential calls, calls outside the UK and calls at premium rates.

Not only does excessive time engaged on personal telephone calls lead to loss of productivity, it also constitutes an unauthorised use of the Company's time.

If we discover that company telephone systems have been used excessively for personal calls, this will be dealt with under our Disciplinary Policy and you may be required to repay any costs incurred.

Please be aware that we have the authority and ability to routinely monitor and record all telephone calls made or received on company telephones, including personal calls. You should not use company telephones for personal conversations of a sensitive or confidential nature because they are not guaranteed to be private.

The purposes for which we may monitor and record telephone calls include, but are not limited to:

- a) Promoting productivity and efficiency.
- b) Ensuring there is no unauthorised use or abuse of the Company's time or telephone systems.
- c) Assessing employee performance.

- d) Ensuring client and customer satisfaction.

#### **13.4.2 Mobile Telephones**

The use of your personal mobile is permitted during work time in the case of an emergency, it must be kept to a minimum and have the prior permission of your Supervisor/Manager. If circumstances do not allow for prior permission, please inform your Supervisor/Manager immediately after you have made or received an emergency call. If you have the need to access to your personal mobile phone for a specific reason during work time you must discuss this with your Supervisor/Manager beforehand and obtain permission for this use.

All other personal mobile phone use must be during your contracted breaks when permission is obviously not required. It is not permitted for anyone to use their personal mobile phone for any other purpose during work time. Please ensure your personal mobile phone is switched to silent whilst at work so that it does not disturb your colleagues.

Please be aware that certain operations performed on Company mobile phones may breach our rules and procedures. Despatch of text messages or digital images that are, or could be, deemed offensive is strictly prohibited.

All location services on Company mobile phones must be activated at all times (including outside of working hours) so as in the event of loss, the device can be located, locked and wiped.

Photographing or filming of fellow colleagues, customers, visitors or any member of the public without their consent may breach an individual's right to privacy and could, in certain circumstances, constitute sexual harassment.

The Company does not permit the use of mobile phones whilst driving on Company business, even if using hands free devices. Mobile phones should be switched off during driving and only accessed when you are stationary, with the engine switched off and it is safe to do so. If you use an appropriate hands free mobile phone device permitted by legislation and lose control of the vehicle, you are still potentially liable to criminal prosecution.

If you are issued with a Company mobile telephone you will be required to sign that you accept and agree with the relevant policy at the time of issue. Please note that policies are subject to change and you will be notified of any change if it affects your Company mobile telephone. You cannot be issued with a Company mobile telephone until you have agreed and accepted an up to date policy.

#### **13.4.3 Canteen Phone**

This phone has been enabled to make free local calls. It is intended for use in case of emergencies or for an urgent personal call. If this phone usage is abused it will be removed and the individuals will be dealt with under our Disciplinary Policy.

#### **13.4.4 Other Remote Devices**

You are not permitted to use, listen to or watch iPods, iPhones, Ipads, MP3 players or other similar personal music or display screen devices during working hours. If you fail to comply with this rule you will be subject to disciplinary action.

A department may be permitted to use a single radio, portable CD player, or other music device during working hours provided it does not disturb or offend other colleagues and you have your Manager's prior permission.

#### **13.5 Personal Correspondence**

You must not conduct any personal correspondence from our office/site address.

All mail received by us will be opened, including mail addressed to you. Private mail, therefore, must not be sent care of our address. No private mail may be posted at the Company's expense, except in those cases where a formal re-charge arrangement has been made with a Director.

### **13.6 Personal Property**

Please avoid bringing valuable personal items to work and do not leave any valuables either unattended or overnight. We cannot accept liability for the loss of, or damage to such personal property brought onto our premises.

### **13.7 Lost Property**

All items of lost property should immediately be reported to your Supervisor/Manager. Similarly, any unidentified article should be handed to your Supervisor/Manager/HR Officer whilst attempts are made to discover ownership.

### **13.8 Personal Information**

#### **13.8.1 Records**

It is important that we maintain up to date records of key information on all our employees. You should, therefore, notify your Supervisor/Manager of any changes in your personal circumstances as soon as they occur. Examples include change of address and/or telephone number, change of name, next of kin and next of kin's address and telephone number for contact purposes. From time to time we may ask you to complete a new Personal Information Form to ensure our records are up to date.

#### **13.8.2 Privacy**

We consider it is essential that personal information about our employees should be kept confidential. You will, upon request, be informed who has access to this information. In addition, you have the right to know what information of a personal nature the Company holds. To ensure compliance with the Data Protection Act (see below):

- a) We hold the minimum personal data necessary to enable us to perform our functions and every effort is made to ensure that data is accurate and up to date.
- b) We will provide any employee who requests it with a written copy of personal data currently held on them. Should a material inaccuracy be discovered, then the data will be corrected or erased and a further written copy will be provided showing the amended details.

Any enquiries regarding the above should be directed to your Manager.

### **13.9 Data Protection**

#### **13.9.1 Introduction**

This Data Protection Policy applies to all current, former and prospective directors, employees, workers, agents and contractors (including, for the avoidance of doubt, self-employed consultants) working with or for Plastica Ltd. Throughout this policy we refer to employees. In the context of this policy only the phrase "employee" should be taken to include directors, employees, workers, agents and contractors (including, for the avoidance of doubt, self-employed consultants) but does not imply nor should be assumed to imply or create any specific relationship between any person to whom this policy applies and Plastica Ltd.

This policy does not form part of an employee's contract of employment and may be amended at any time.

In the course of your work, you may come into contact with and use confidential personal information about other employees, clients, customers, suppliers, agents, contractors and other people, such as their

names, email addresses and home addresses. This Policy helps you to ensure that you do not breach the General Data Protection Regulations. The regulations provide strict rules governing the collection, retention, storage, use and disclosure of personal information. Information protected by the Regulations includes not only personal data held on computer but also certain manual records that form part of a structured filing system. If you are in any doubt about what you can or cannot disclose and to whom, do not disclose the personal information until you have sought further advice from your Manager. It is a criminal offence to knowingly or recklessly disclose personal data in breach of the Regulations and any such action could also result in significant fines for the Company, as well as irreparable damage to the Company's reputation. Accessing another employee's personal records without authority is a disciplinary offence and may amount to potential gross misconduct.

We hold personal data about you and will process this data in accordance with your rights under the Regulations.

Under the Regulations we are required to provide you with information regarding our status as a data controller and who you can contact with any queries or concerns you may have regarding how we are obtaining and handling your data. This information is outlined below:

Data Controller: Plastica Ltd, Perimeter House, Napier Road, Castleham Industrial Estate, St Leonards on Sea, East Sussex, TN38 9NY.

Data Protection Officer: Plastica Ltd, Perimeter House, Napier Road, Castleham Industrial Estate, St Leonards on Sea, East Sussex, TN38 9NY, [dpo@plasticapools.net](mailto:dpo@plasticapools.net)

### **13.9.2 The Data Protection Principles**

The Regulations requires that personal data must be:

- Processed lawfully, fairly and in a transparent manner in relation to individuals;
- Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
- Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;
- Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

We are committed to following these principles and will be open and transparent about what the data will be used for. We will process personal data about you only as far as is necessary for the purpose of managing the Company's business in which you are employed. Unless you expressly authorise its disclosure, your personal data will not be disclosed to anyone else other than authorised employees, those who provide relevant products to the Company (such as advisers, payroll and pension administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or of that part of the business in which you work. We will only obtain personal data about you that we require for the purpose of managing our business and dealing with you as an employee of that business. If you have any concerns regarding the way in which we are handling or processing your personal data, including whether you believe that we have obtained personal data regarding you that we do not need, please discuss this with your Manager who will ensure that any such queries are dealt with in an appropriate manner. If it is determined that we are holding personal data about you that we do not require, we will ensure that such data is deleted without delay.

The categories and source of the personal data we hold about you can be found in the Company's Data Retention Policy, a copy of which has been provided to you in this Handbook and can be obtained upon request or from the Company's Intranet.

We will take all reasonable steps to ensure that the personal data we process is accurate and not excessive. Personal data will be retained as necessary during the course of your employment and records will be retained for up to seven years after you leave the Company's employment in case legal proceedings arise during that period. Different categories of data may be retained for different periods of time depending on legal, operational, regulatory and financial requirements. Data will only be retained for a period of longer than seven years if it is material to ongoing legal proceedings or it should otherwise be retained in the interests of the Company or for regulatory reasons after that period (for example, relating to a company pension scheme or employee benefit scheme).

Manual personal data, such as personnel files, is stored in filing cabinets in a locked room (room is locked in the absence of the HR Officer) and is only accessible by certain authorised persons. Personal data held on computer is stored confidentially by means of password protection. We have a network of back-up procedures to ensure that data on computers cannot accidentally be lost or destroyed.

### **13.9.3 Lawful Reasons for Processing**

As your employer we hold a variety of information about you in our systems. This data includes but is not limited to your name and address, salary details, bank details, date of birth, age, sex, next of kin, sickness records, medical reports and details of criminal convictions. This information will only be used in order that we can monitor our compliance with the law and best practice in areas such as recruitment, equal opportunity, pay and benefits, administration, performance appraisal and disciplinary matters. If your personal information changes, you should let us know so that our records can be updated. In any event, we will conduct an annual data accuracy review with you to ensure the data is accurate and up to date.

It is a requirement under the Regulations that we have a lawful reason for processing personal data about you. The lawful reasons for processing are as follows:

- Consent – where the data subject has given us explicit, informed and unambiguous consent to process their data.
- Contractual Obligations – where we are required to process personal data pursuant to a contractual obligation we have with the data subject.
- Legal Obligations – where we are required to process personal data pursuant to a legal obligation we have to a third party or the data subject.
- Vital Interests – where we have to process personal data in situations where it is necessary to do so to protect the data subject's vital interests (including health and wellbeing).
- Public Task – where we process personal data to allow us to perform a task that is in the public's interest.
- Legitimate Interests – where we wish to process your personal data and doing so is in our, or a third party's legitimate interest.

As an employee we have a variety of legal obligations to you, as well as to a variety of government organisations (such as HMRC for example) and we are required to process certain personal data to ensure we comply with these obligations. We are, therefore, processing our employees' personal data using the lawful bases of 'Contractual Obligations' and 'Legal Obligations' and, on occasion, 'Legitimate Interests'.

In addition, some data is referred to in the Regulations as 'sensitive' personal data. This means personal data comprising information relating to:

- Race or ethnic origin.
- Political opinions.
- Trade Union membership.
- Religious or other beliefs.



- Physical or mental health or condition.
- Sexual life.
- Genetic or biometric data
- Criminal offences both committed and alleged.

In some circumstances, we may have to hold, and process, sensitive personal data about you. This will be, for example, information about your physical or mental health in order to monitor sick leave and take decisions about your fitness for work and your racial or ethnic origin, or religious or similar beliefs, in order to monitor compliance with equal opportunities legislation.

In addition, there may be situations where we process information relating to your criminal record. This may include, for example, undertaking criminal records and/or DBS checks against potential employees and/or keeping on our files information relating to certain criminal convictions of employees whilst in our employment.

In both of these circumstances the lawful basis for processing is slightly different. When processing this 'sensitive' personal data, including criminal record information, we will rely upon the lawful bases of 'Consent' (only for medical information that you voluntarily provide to us), 'Legal Obligations' and 'Vital Interests'. No matter what kind of personal data we hold about you (whether sensitive or otherwise) we will only hold the minimum amount of data that we require to comply with our obligations and it will only be retained for as long as it is required to enable us to comply with our legal obligations. After this time it will be permanently deleted. All data is retained in accordance with our Data Retention Policy, a copy of which has been provided to you in this Handbook and can be obtained upon request or from the Company's Intranet.

Finally, there may be situations where we have to pass certain personal data regarding our employees to third parties. This may include, for example, passing information to our professional advisers to enable them to best advise us in relation to a specific matter. In such circumstances, we will only pass the minimum amount of information that is required to enable those advisers to provide us with the advice required. The lawful basis for this processing will be 'Legitimate Interests'. We have a legitimate interest in passing your information to such third parties but will ensure at all times that your rights are not infringed in any way and that the personal data we transfer is kept secure and only used for the purpose for which it was provided.

#### **13.9.4 Your Rights in Respect of Your Personal Information**

Under the Regulation, you have the right to find out what personal information we hold about you, and to ask for a copy of that personal data. You also have the right to demand that any inaccurate data be corrected or removed and to seek compensation where you suffer damage as a result of any breach of the Regulation by the Company.

You have the right on request to:

- Be told by the Company whether and for what purpose personal data about you is being processed.
- Be given a description of the personal data concerned and the recipients to whom it is or may be disclosed.
- Have communicated in an intelligible form the personal data concerned, and any information available to the Company as to the source of the data.
- Be informed in certain circumstances of the logic involved in computerised decision-making.

A request for access to any personal data that relates to you should be made in writing to your Manager and should specify what personal data your request relates to. You can use our Personal Data Request Form for this purpose, a copy of which can be obtained from the Company Intranet. The Company also reserves the right to make further enquiries of you in order to satisfy ourselves as to your identity and to help us locate the personal data that you have requested.

Upon receipt of a request it is our policy to provide copies of all personal data that we are obliged to disclose within one month of your request being received. We consider that if a period of less than six months has elapsed since any previous request for access to your personal data was complied with, it is not reasonable to expect us to be obliged to comply with a further request unless there are exceptional circumstances.

Should you wish to bring any inaccuracy in disclosed data to our attention you must do so in writing to your Manager or the Data Protection Officer outlined in section 13.9.1 of this Data Protection Policy. It is the Company's policy to ensure that all data is as accurate as possible and all necessary steps will be taken to ensure that this is the case and to rectify any inaccuracies.

Where we have requested a reference in confidence from a referee and that reference has been given on terms that it is confidential and that the person giving it wishes that it should not to be disclosed to you, it our policy that it would not normally be reasonable to disclose such a reference to you unless the consent of the person who gave the reference is first obtained. In any event, we will only retain such references for the same length of time as the probation period outlined in your contract of employment (including any extension to this period). After this time, they will be deleted.

We reserve the right not to disclose to you any management forecasts or management planning documentation, including documents setting out the Company's plans for your future development and progress. We will also not disclose to you any information that contains personal data of any other person.

In addition to the specific rights outlined above, the Regulations also provide you with a number of other rights. However, whether or not you can exercise these rights depends entirely upon the lawful basis under which the personal data is being processed. The additional rights you may have are:

- The Right to Erasure – this gives you the right to have all personal data held about you deleted in its entirety.
- The Right to Portability – this gives you the right to have all personal data held about you transferred to you, or to a third party of your election.
- The Right to Object – this gives you the right to object to us processing upon the lawful basis under which we are processing it.

The table below outlines your rights and which can be exercised depending upon the lawful basis under which we are processing your personal data.

Lawful Basis for Processing	Right to Erasure?	Right to Portability?	Right to Object?
Consent	Yes	Yes	No*
Contractual Obligations	Yes	Yes	No
Legal Obligations	No	No	No
Vital Interests	Yes	No	No
Public Tasks	No	No	Yes
Legitimate Interests	Yes	No	Yes

\* This does not change your right to withdraw consent to us processing your personal data where we are relying upon consent as the lawful basis.

If you have any questions regarding which rights you have in respect to the personal data we hold and process about you please speak to your Manager or the Data Protection Officer who will be able to assist.

If you believe that we have not handled any complaints relating to your personal data appropriately, you can contact the Information Commissioner's Office (see [www.ico.gov.uk](http://www.ico.gov.uk)) who will be able to guide you as to your options should you wish to pursue the matter further.

### **13.9.5 Your Obligations in Relation to Personal Information**

You must comply with the following requirements at all times:

- Do not give out confidential personal information except to the data subject. In particular, it should not be given to someone, either accidentally or otherwise, from the same family or to any other unauthorised third party unless the data subject has given their explicit consent to this.
- Be aware that those seeking information sometimes use deception in order to gain access to it. Always verify the identity of the data subject and the legitimacy of the request, particularly before releasing personal information by telephone.
- Only transmit personal information between locations by fax or email if a secure network is in place, for example, a confidential fax machine or encryption is used for email.
- If you receive a request for personal information about another employee, you should forward this to your Manager.
- Ensure that any personal data which you hold is kept securely, either in a locked filing cabinet or, if it is computerised, it is password protected.
- Do not include personal data in any email addressed to a recipient outside the European Economic Area (EEA) without their prior explicit consent. Note: the EEA comprises Members States of the European Union plus Iceland, Liechtenstein and Norway.

### **13.9.6 Automated Decision-Making**

Automated decision-making occurs when an electronic system uses data to make a decision without any human intervention. We may use automated decision-making in the following circumstances:

- Where it is necessary to perform the contract of employment and we have put appropriate measures in place to safeguard your rights.
- With your explicit consent and where we have put appropriate measures in place to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making unless we have a lawful basis for doing so and we have notified you of this fact.

### **13.9.7 Data Retention Policy**

Having completed an audit of the data held by Plastica Ltd, the General Data Protection Regulations requires the Company to have in place a Data Retention Policy that clearly defines how long we will hold your personal data, together with the reasoning behind the decision to hold that data.

Save for exceptional circumstances which must be raised with, and approved by, all personal data must be retained in accordance with this policy. Often, in respect of certain types of information, we are under a legal obligation to retain the information for a minimum period of time. Where this is the case, the minimum time we have stipulated is the same as the time required under law. Furthermore, there are occasions where it is appropriate for us to retain personal data for longer than the period prescribed in law (for example, where there may be litigation in process or expected where the data will form part of the evidence for this case). In such circumstances the requirements of the litigation will override the policies outlined below.

Plastica Ltd is committed to enforcing this policy as it applies to all forms of data. The effectiveness of Plastica's efforts, however, depends largely on employees. If you feel that you or someone else may have violated this policy, you should report the incident immediately to your Manager. If you are not comfortable bringing the matter up with your Manager, or you do not believe the Manager has dealt with the matter properly, you should raise the matter with a Senior Manager or the Data Protection Officer. If employees do not report inappropriate conduct, Plastica may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action. No one will be subject to and Plastica prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

Where this is a requirement for the Company to retain information for longer periods of time, consideration must be given to whether any personal data within it should be 'anonymised' such that the data subject

can no longer be identified but the contents and context of the document still reviewed and understood. Where, in the table below, the data is identified as being capable of being anonymised, anonymisation should take place as soon as reasonably possible once the need to retain the personal data has expired.

A full list of our Data Retention Timescales can be obtained from the Company Intranet, the HR Department or your Manager or Supervisor.

## **14. CONFIDENTIAL INFORMATION**

Without prejudice to your common law duties, you shall not (except in the proper course of your duties, as authorised or required by law or as authorised by the Company), either during your employment or at any time after termination of your employment (howsoever arising):

- a) use any Confidential Information; or
- b) make or use any Copies; or
- c) disclose any Confidential Information to any person, company or other organisation whatsoever.

This restriction does not apply to any Confidential Information which is or comes into the public domain other than through your unauthorised disclosure.

You shall be responsible for protecting the confidentiality of the Confidential Information and shall:

- a) use your best endeavours to prevent the use or communication of any Confidential Information by any person, company or organisation (except in the proper course of your duties, as required by law or as authorised by the Company); and
- b) inform the Company immediately on becoming aware, or suspecting, that any such person, company or organisation knows or has used any Confidential Information.

All Confidential Information and Copies shall be the property of the Company and on termination of your employment, or at the request of the Company, at any time during your employment, you shall:

- a) hand over all Confidential Information or Copies to your Manager;
- b) irretrievably delete any Confidential Information stored on any magnetic or optical disk or memory, including personal computer networks, personal e-mail accounts or personal accounts on websites, and all matter derived from such sources which is in your possession or under your control outside the Company's premises; and
- c) provide a signed statement that you have complied fully with your obligations under this clause.

You will comply with such Rules or Procedures regarding Confidential Information matters as may be published by the Company from time to time.

Nothing in this policy shall prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

## **15. COMPUTER SECURITY POLICY**

### **15.1 Introduction**

Set out below is our Computer Security Policy relating to computer equipment and information. You are responsible for ensuring that these rules are adhered to and any breach of these rules may result in disciplinary action being taken against you including, in serious cases, dismissal without notice or pay in lieu of notice.

You agree we may take all actions necessary to ensure our Computer Security Policy is adhered to.

All PCs and related computer hardware, including printers, are considered corporate assets and are the property of the Company (not individuals, departments or projects).

Leavers' network accounts will be disabled and the contents of personal drives made available to the Manager and/or any employee deemed by the Manager to require access for an agreed period before being archived from the network.

No hardware should be installed or uninstalled into any PC without the knowledge of the ICT Manager. No user should open a PC to attempt to repair (unless they are part of the ICT Department and are under instruction of the ICT Manager). This act contravenes applicable health and safety regulations and could invalidate any warranty on the hardware.

Please note that we have the authority and ability to monitor all PC activity including recording key strokes, periodic screen shots, live feeds and the use of files including the transferring and saving to external devices e.g. discs/CDs/DVDs or on hardware devices such as PDAs, portable memory, memory sticks or other USB devices

## **15.2 Security**

As all information regarding our business interests is strictly confidential (see Confidential Information section above), all computerised information should be securely managed within the Company. You should treat electronic information with the same care that you would any written documentation. In particular:

- a) Appropriate security levels should be set on all documents within the computer system. If a document is highly confidential, or contains price-sensitive material, then access should be limited to the specific individuals who have good reasons to use the document.
- b) Great care should be taken in transmitting documents electronically.
- c) Portable computers containing confidential information should never be left unattended when off site or elsewhere.
- d) Information about the Company, including details of our financial affairs and future operational plans, is highly confidential. Much of this information is available to authorised employees via the computer system and should not be made available to anyone outside the Company.

## **15.3 Unauthorised Access**

There are a number of security measures built into the computer system to prevent unauthorised access to our systems and data. They are designed to provide a high degree of security against external attack or intrusion (for example, malicious hacking or computer viruses). However, in order to be fully effective, these formal security measures need to be backed up with your full co-operation and support.

Specifically, it is important that all employees respect the following at all times:

- a) Never disclose your password to anyone else. If you think that your password has been compromised, you should take appropriate measures to change your password immediately and, if appropriate, inform your Manager.
- b) Documents or other data held on, e.g. discs/CDs/DVDs or on hardware devices such as PDAs, portable memory, memory sticks or other USB devices, must never be loaded onto our computer system, except by authorised personnel. This is to prevent the accidental introduction of computer viruses, which are capable of causing serious disruption.
- c) Similarly, no software of any kind may be loaded onto a workstation or run without authorisation, as this may disrupt our existing systems and could also contravene the software licence.

- d) No attempt should be made to by-pass the existing security measures.

## **15.4 Software**

We use software from a number of different suppliers and make every effort to comply with the obligations of our licensing agreements. You are obliged to respect the following:

- a) Software must **never** be copied from or to any of the Company's computers, including portable computers. This includes transfer to, e.g. discs/CDs/DVDs or on hardware devices, such as PDAs, portable memory, memory sticks, and other USB type devices or via email.
- b) Software licensed to the Company must never be used outside the Company without specific written authorisation.
- c) You must not download additional software from the Internet or install it from, e.g. discs/CDs/DVDs, without authorisation from your Manager or ICT Department including downloading or installing screensavers, desktop wallpaper, games, pirate copies etc.

## **16. EMAIL AND INTERNET POLICIES**

### **16.1 Email Policy**

Our email facility is intended to provide effective communication within the organisation, and externally with clients and customers, on business matters. It should, therefore, be used for business purposes. While there are many advantages to be gained from the correct use of internal and external mail, there are also certain dangers.

When sending internal or external emails, please ensure that you comply with the following:

- a) Emails should not be used for confidential communications unless the consent of the person to whom the information relates has been obtained, both in relation to the content of the email and the form in which it is transmitted (i.e., encrypted or unencrypted).
- b) If you receive an email that has been incorrectly delivered to your email address you should notify the sender of the message by re-directing the message to that person. If the email contains confidential information you must not disclose or use that information.
- c) Emails should be checked thoroughly before sending (including checking that they have been properly addressed), using the same care you would give to a formal letter on the Company's letterhead.
- d) You must not impersonate any other person when using email.
- e) You must not amend messages received and then store, print or forward as if they were received in the altered state.
- f) Be aware that legally binding contracts can be formed by email.
- g) Use of the email system for reasons other than work is not permitted at any time.
- h) Do not use internal or external emails for any material that could potentially be defamatory, for example, containing untrue, malicious or otherwise inappropriate statements about our customers, competitors or other employees.
- i) Do not respond to "Junk Mail" or give warnings to new email viruses.
- j) Do not send 'fun' or 'flame' emails; what may seem harmless fun to some can be offensive to others and may be regarded as harassment. If you receive an email which you consider offensive, you should raise the issue with your Manager. The Equality Act 2010 prohibits discrimination and

harassment because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex or sexual orientation.

- k) Do not respond to, or forward on, chain letter-type emails.
- l) Do not disclose information that is protected by embargo or could in any way be considered confidential to the business and/or the employees.
- m) Do not make any statements via email which intentionally or unintentionally create a binding contract or make negligent statements.
- n) Do not initiate or forward emails that contain obscene, pornographic and/or offensive material.
- o) If you are sending out attachments by email, please ensure that you have obtained the consent of the author of the attachment if not an employee; otherwise you may infringe the author's copyright.
- p) Bear in mind that, in some cases, recipients can view previous changes to attachments.
- q) Never import unknown messages, files or attachments onto your system without authorisation.
- r) Do not send large graphics files unless they are related to the Company's business.
- s) Access to Company mail via the Internet or remotely must be done securely and where available mobile devices must be secured by using pin numbers or passwords to prevent unauthorised access.
- t) You must ensure you log off your computer workstation if leaving it for any length of time. You should change your personal password regularly and only disclose it to others as authorised/required by the Company.
- u) Please remember that we have the authority and ability to intercept, read and print out all internal and external (incoming and outgoing) emails, including those marked 'personal'. Communications of a sensitive or confidential nature should not be sent by email because they are not guaranteed to be private.
- v) You agree that we may take all actions necessary to ensure our Email Policy is adhered to. We reserve the right to open any email file.

The purposes for which we may intercept, read and print out emails include, but are not limited to:

- a) Promoting productivity and efficiency.
- b) Ensuring there is no unauthorised use of the Company's time.
- c) Ensuring that all employees are treated with respect and dignity at work, by discovering and eliminating any material that is capable of amounting to unlawful discrimination or harassment.
- d) Ensuring the security of the system and its effective operation.
- e) Ensuring there is no breach of commercial confidentiality.

The Procedures, as set about above, are of critical importance. Non-compliance or breach of this Email Policy will be viewed as misconduct and may result in disciplinary action being taken against you including, in serious cases, dismissal without notice or pay in lieu of notice.

## 16.2 Internet Usage Policy

Internet access, including Internet email, is provided to employees for the purpose of conducting business-related activity for the benefit of the Company and its clients. Since our ICT resources are costly and require significant work to maintain, it is important that you adhere to the Internet Usage Policy, thus ensuring these resources are available to everyone for legitimate, business-related purposes.

If your Manager has agreed, you may use the Internet as a research tool for business purposes only.

Please remember that we have the authority and ability to access, read and print out details of all Internet sites and emails sent/received accessed by persons using its computer systems.

Permission to use the Internet outside normal working hours, for personal reasons, may be granted by the ICT Manager or a Director.

Personal use of the Internet should be minimal and in any event should not be used in a manner that:

- a) Interferes with one's work-related responsibilities.
- b) Is offensive to others.
- c) Burdens or degrades any of the Company's systems or network resources.
- d) Threatens the security of the systems, or
- e) Allows unauthorised access to the systems.

Logging on to sexually explicit, gambling or any other inappropriate websites is prohibited. Should you visit inappropriate websites unwittingly through unintended response of search engines, unclear hypertext links, misleading banner advertising or miss-keying, you must exit immediately and inform your Manager of the incident.

When logging on to and using social networking or video-sharing websites and blogs at any time, including using your own ICT resources, you must not:

- a) Conduct yourself in a way that is detrimental to us or brings the Company into disrepute.
- b) Use your work email address when registering on such sites.
- c) Allow interaction on these websites or blogs to damage working relationships between employees and clients of the Company.
- d) Include personal information about our employees, suppliers, customers or clients without their express consent (you may still be subject to disciplinary action even if employees, suppliers, customers or clients are not expressly named in the websites or blogs as long as we reasonably believe they are identifiable).
- e) Make any derogatory, offensive or defamatory comments about the Company, our employees, suppliers, customers or clients (you may still be subject to disciplinary action even if the Company, our employees, suppliers, customers or clients are not expressly named in the websites or blogs as long as we reasonably believe they are identifiable).
- f) Disclose any confidential information belonging to us or our suppliers, customers or clients, or any information which could be used by a competitor.

Breach of this Internet Usage Policy will be viewed as misconduct and may result in disciplinary action being taken against you including, in serious cases, dismissal without notice or pay in lieu of notice.



The law with regard to email and Internet access and use is still evolving. This Policy takes into account the current legal situation but you should be aware that it will continue to change, often at great pace. For this reason, you will be notified of any changes and you must ensure you update yourself regularly with the current version of this Policy that is available from the HR Officer or on the Company Intranet.

### **16.3 Virus Protection Procedures**

In order to prevent the introduction of virus contamination into the software system, the following must be observed:

- a) Unauthorised software including public domain software, magazine cover discs, CDs or Internet/WorldWideWeb downloads, etc, must not be used.
- b) All software must be virus checked using standard testing procedures, before being used.

Breach of these Virus Protection Procedures may result in disciplinary action that may lead to dismissal.

### **16.4 Usage**

These Policies are designed to prevent problems with email and Internet usage and, therefore, you are expected to be familiar and comply with the contents of the Email and Internet Policies. If you are unsure about whether anything you propose to do might breach these Policies, you should speak to your Manager.

Breach of these Policies will be viewed as misconduct and may result in disciplinary action being taken against you. This could include your access to our email facilities and the Internet being suspended or withdrawn, or, in serious cases, dismissal without notice or pay in lieu of notice.

## **17. CCTV POLICY**

### **17.1 Introduction**

These procedures are applicable to all Plastica staff. Their purpose is to ensure that the Plastica Closed Circuit Television (CCTV) system is used to create a safer environment for staff and visitors to the site and to ensure that its operation is consistent with the obligations on the company imposed by the Data Protection Act 1998. For the purposes of the Data Protection Act 1998, the Data Controller is the ICT Manager. Plastica has installed a comprehensive CCTV surveillance system across the site for the principal purposes of preventing and detecting crime and stock control including the manufacturing and picking process.

Due to public concern surrounding a surveillance society, the use of CCTV surveillance must be consistent with respect for individuals' privacy. Other methods of achieving the objectives of a CCTV surveillance system will therefore be considered before installation of any CCTV camera on the site.

### **17.2 Scope**

These procedures apply to all Plastica CCTV cameras and equipment on the site. The ICT Manager is the Data Controller for this system, determines the purpose of recording and is legally responsible and accountable for its use.

These procedures do not apply to audio-visual recordings made by members of staff or visitors for their own private use on their own personally owned equipment. The ICT Manager is not the Data Controller for such recordings. However, personal use of audio-visual recordings to harass or cause distress to others may be subject to disciplinary sanctions in accordance with other Plastica regulations and policies governing the conduct of staff and other users and may also be in breach of criminal law.

### **17.3 Objectives**

Plastica's CCTV surveillance system has been installed and is monitored for the following purposes:

- To assist in the prevention of crime.
- To facilitate the detection of crime, identification, apprehension and prosecution of offenders in relation to crime.
- For use in disciplinary investigation arising from alleged criminal activity or equivalent malpractice.
- For use in disciplinary investigations arising from alleged failure to comply with company rules and procedures.
- To ensure health and safety procedures are being carried out in accordance with company rules and procedures.
- To ensure compliance with COMAH regulations.
- To promote productivity and efficiency.
- For use in the investigation of stock control issues.
- For use in the investigation of manufacturing issues.

## **17.4 Operation of Plastica's CCTV Surveillance System**

### **17.4.1 The System**

The system is operational and images are capable for being monitored twenty-four hours a day throughout the year. All CCTV cameras are configured to record images only; any sound recording facilities will be switched off or disabled.

Staff and visitors will be made aware of the presence of the system by appropriate signage which sets out the purposes for processing the CCTV images and identifies the Data Controller responsible for processing those images.

Plastica is committed to fair, lawful, open and accountable use of CCTV. Plastica will not use CCTV for covert monitoring except in exceptional circumstances in which all of the following conditions are met:

- That there are grounds for suspecting criminal activity or equivalent malpractice such as behaviour which puts others at risk;
- That covert monitoring is the only practical way of obtaining evidence of this malpractice;
- That informing people about the monitoring would make it difficult to prevent or detect such wrongdoing;
- That the camera would be used only for a specific investigation, for a specified and limited time and be removed when the investigation has been completed. Each such use of CCTV must be authorised in advance by the directors of Plastica and recorded in the central log of CCTV use by the ICT Manager.

To ensure privacy, wherever practicable, the CCTV cameras are prevented from focusing on individual offices and will only be used in communal work spaces. Where it is not practicable to prevent the cameras from capturing images of such areas appropriate training will be given to system operators to ensure that they are made aware that they should not be monitoring such areas.

The CCTV equipment and location of each camera will be chosen to meet the quality and image capture standards necessary to achieve Plastica's purposes for processing the images. The location and technical specification will take account of the field of vision of the camera, light levels and other environmental conditions and minimise the capture of images that are not relevant to Plastica's purposes. In procuring and deploying CCTV equipment, Plastica will take account of the technical standards set out by the Home Office Scientific Development Branch so that images are of sufficient quality for Plastica's purposes. The Home Office and the Information Commissioner's Office recommend that CCTV image quality must be fit for one or more of the following purposes:

- a) Monitoring: to watch the flow of traffic or the movement of people where you do not need to pick out individual figures.
- b) Detecting: to detect the presence of a person in the image, without need to see their face.
- c) Recognising: to recognise somebody you know, or determine that somebody is not known to you.

- d) Identifying: to record high quality facial images which can be used in court to prove someone's identity beyond a reasonable doubt.

All Plastica's CCTV images are processed with the purpose of at least being able to recognise somebody we know or who is not known to us.

CCTV equipment will be maintained and tested in accordance with a regular schedule. The ICT Manager or his nominee will be responsible for testing the quality of images to ensure that recorded images and prints as well as live images are clear and fit for purpose, taking account of seasonal variations, such as the growth of spring and summer foliage or other factors that may obscure images, and to check that date and time stamps are correct.

Images captured by cameras will be recorded on equipment located securely within Plastica. The monitoring equipment which allows staff to monitor live images from the cameras, and any transfer of images onto other media will only take place from within Control Room in line with these procedures. Although every reasonable effort has been made in the planning and design of the CCTV system to give it maximum effectiveness, it is not possible to guarantee that the system will detect every incident taking place within the areas of coverage.

## **17.5 Monitoring of CCTV Images**

The ICT Manager and where appropriate, the relevant director, will ensure that all staff (including relief/temporary staff) are fully briefed and trained in respect to all functions, both operational and administrative, arising within the operation of CCTV surveillance, including training in the data security requirements of these procedures and the Data Protection Act 1998.

The control of the CCTV Surveillance System will always remain with Plastica. However, at the discretion of the ICT Manager or a director, Plastica may act on advice from the police or a solicitor in order to operate cameras during an incident to monitor potential detection of crime or facilitate the apprehension and prosecution of offenders in relation to crime and public order. On each occasion the Police are assisted with their operations, a report setting out the time, date and detail of the incident will be submitted to the ICT Manager and the original incident will be updated within the Safeguard system.

## **17.6 Recording of Images and Responding to Access Requests**

### **17.6.1 Control and Management of Recordings**

All recording media used for the monitoring and capture of images in Plastica's CCTV system belong to and remain the property of Plastica.

The system is supported by a digital recording system which stores images on appropriate media for 180 days or until capacity is reached, whichever is the shorter period, and the images are then erased.

Should it be necessary for images to be retained for release to a third party (including the Police) under the exemptions contained within sections 28(1), 29(1)(a) and (b) and/or 35(2)(a) of the Data Protection Act 1998, or retained for any other purpose in accordance with these procedures, for which Plastica's use of the system is registered with the Information Commissioner's Office, copies of those images will be transferred to a secure encrypted computer file.

Any file stored in line with 6.1.3 above shall be given a unique reference number by the person creating the file and a record made in an image tracking register.

Unless required for any of the reasons contained within Section 29(3) of the Data Protection Act 1968, recorded images will be retained for 180 days, after that time the images are erased.

Where applicable, any recording medium will be cleaned before re-use to ensure that images are not recorded on top of images previously recorded.

All media containing recordings will be securely destroyed at the end of their lifespans.

### **17.6.2 Access to Recordings by Staff or Third parties**

It is important that access to and disclosure of images is restricted and carefully controlled, not only to ensure that the rights of individuals are preserved but also to ensure that the chain of evidence remains intact should the images be required for evidential purposes. These aspects of these procedures reflect the second and seventh Data Protection Principles of the Data Protection Act 1998.

Access to recorded images will be restricted to ICT staff and those who require access (for instance Health & Safety Services during accident investigations or Investigating Managers in situations where serious allegations about conduct or behaviour have been made), following the consent of the ICT Manager, in order to achieve the purposes of using the equipment.

All requests by persons or organisations outside Plastica (including any bodies that may claim a statutory or legal right of access) for viewing or obtaining recordings must be assessed on a case by case basis by the ICT Manager and the Data Protection Officer and the other relevant officers responsible for authorising the disclosure of staff personal data. Access will not be granted unless the responsible officers are satisfied that this is consistent with the obligations placed on the Plastica by the Data Protection Act 1998.

All requests for access will be recorded using the Plastica Disclosure Decision form [Appendix B] detailing:

- The date, time and purpose of the request
- The decision to release or withhold the images and the reasons for the decision in each case
- The date and time at which access was allowed/or disclosure made
- The extent of the information accessed/disclosed
- The name and role of the officer making the decision to allow or withhold access
- The name of the staff member providing access

The ICT Manager is responsible for documenting each request in line with section 6.2.4 above on the Safeguard incident management system. Information will be logged. In all cases a copy of the record must be lodged with the responsible officers, listed in section 6.3.5 below, who maintain a complete, confidential record of all such cases on behalf of Plastica.

If the ICT Manager considers that the assistance of a member of staff is needed to identify a victim, witness or perpetrator in relation to a criminal incident, wherever practicable, the member of staff should be invited to view the images in the Control Room. If this is not possible, the ICT Manager will copy the relevant images from the system onto a secure, encrypted file format and communicate this via Plastica's email system to selected staff on a targeted, need to know basis, or make the images accessible to appropriate staff via a secure Virtual Private network (VPN). The ICT Manager will contact the recipient by telephone to communicate the password the encrypted file. As part of that decision, the wishes of the victim of an incident will, where possible, be taken into account.

### **17.6.3 Access by the Police**

A police officer may request access to CCTV images held by Plastica either by viewing such data within the Control Room or requesting a copy of the data. In most cases the police will request such access in response to a request by Plastica to investigate an alleged offence. In cases where the police request Plastica CCTV footage to investigate an alleged offence that Plastica has not reported, such requests for access to images are subject to the approval.

During working hours, requests for CCTV footage should be referred to the ICT Manager.

Outside of working hours requests for access to images should wherever possible be deferred until they can be considered by the appropriate officer during working hours. In an emergency, if a request is straightforward and justifiable, for instance, a request for images of one incident involving criminal activity such as theft of a vehicle or equipment, the ICT Manager may authorise disclosure to the police provided that:

- The request is in writing using the appropriate form signed by a Senior Police Officer, who must cite the relevant exemption/s to the non-disclosure provisions of the Data Protection Act; and
- The police demonstrate that the request is proportionate and necessary for the purposes of a specific crime enquiry.

#### **17.6.4 Access by Data Subjects**

Plastica must comply with section 7 of the Data Protection Act, 1998, in informing individuals whether or not images and other information relating to them have been processed by the CCTV Surveillance System. Individuals whose images are recorded have a right to make a request to view the images of themselves and, unless they agree otherwise, to be provided with a copy of the images. In order to comply with a request Plastica needs to satisfy itself as to the identity of the person making the request for their own personal data. The person making the request also needs to provide enough information to enable staff to locate their images. Therefore Data Subjects wishing to make a subject access request (request for data about themselves) for CCTV images / recordings / information must apply in writing to the Data Protection Officer at the address given at the end of this Procedure. In the request, the requestor must provide the following information:

- Dates and times of the incident with details of the location on site;
- Two photographs – one full face and one side view
- Proof of identity (e.g. driving licence/passport containing a photograph);
- Cheque or cash in the sum of £10.00 if a member of public or free if a member of staff;
- Whether they require copies or views of the images in question

A written decision will be sent to the data subject within five working days of receipt of the request. If access is agreed, such access will be provided within forty days of receipt of the request or, if later, on the date when Plastica receives confirmation of identification from the data subject.

In responding to a subject access request, Plastica staff will use redaction tools to obscure images of other individuals in cases where releasing the unredacted images would involve an unfair intrusion into the privacy of the third parties concerned. Where Plastica is unable to comply with a subject access request without disclosing information relating to another individual who can be identified from that information, it is not obliged to comply with the request unless that individual has consented to the disclosure or it is reasonable, in the circumstances, to comply without the consent of the individual.

#### **17.7 Complaints/Breaches**

Breaches of these procedures, whether by authorised staff, or staff who access images without authority to do so, will constitute Gross Misconduct and will result in disciplinary action being taken, which may lead to dismissal under Plastica's Disciplinary Code, Policy and procedures.

It is also recognised that other members of Plastica or third parties may have concerns or complaints in respect to the operation of the CCTV Surveillance System. Any concerns or complaints should, in the first instance, be addressed to the ICT Manager who will follow Plastica's Complaints Policy.

Concerns or queries relating to any aspect of compliance with the Data Protection Act, 1998, should be directed to the Data Protection Officer.

#### **17.8 Responsible Officer**

The ICT Manager is responsible for the implementation of these procedures, in consultation with the Data Protection Officer or a Director if they are the same person.

## 17.9 Monitoring and Review

The ICT Manager and the Data Protection Officer, or a Director if they are the same person will monitor compliance with these procedures and the operational effectiveness of Plastica's CCTV systems, reporting to directors.

## 17.10 Further Help and Advice

For more information and advice about these procedures contact the ICT Manager:

Daniel Sawyer  
Plastica Limited  
Perimeter House  
Napier Road  
St Leonards on Sea  
TN38 9NY  
Telephone: 01424 857723  
Email: [daniel@plasticapools.net](mailto:daniel@plasticapools.net)

## 17.11 Definitions

<b>CCTV</b>	means Closed Circuit Television.
<b>Control Room(s)</b>	means the ICT Managers, the Comms Room and the office of Directors and the Senior Team, HR Office
<b>Data Controller</b>	means the organisation which decides the purposes for which and the manner in which any personal data are to be processed
<b>Data Protection Officer</b>	means the member of staff with oversight of organisational and technical measures and controls to comply with the Data Protection Act 1998.
<b>Data Subjects</b>	means an individual who is a subject of personal data.
<b>Personal Data</b>	means data which relates to a living person who can be identified from those data or other information that that the Data Controller holds or is likely to receive
<b>System</b>	means Plastica's CCTV Surveillance System including CCTV cameras.

## 18. BUSINESS INTERESTS

During your normal hours of work, you shall devote your whole time and attention to the business of the Company and may not, without our prior written approval devote any time to any business other than the business of the Company.

During the continuance of your employment you may not (without our prior written approval), whether paid or unpaid, be directly or indirectly engaged or concerned in any activities which may:

- a) Conflict with our business interests;
- b) Adversely affect our reputation or relations with others; or
- c) Prejudicially affect your ability to properly and efficiently discharge your job duties and responsibilities.

The decision as to whether or not an activity would conflict with the Company's business interests, adversely affect the Company's reputation or relations with others or have a prejudicial effect on your ability to discharge your job duties and responsibilities shall be in our absolute discretion. We will always have regard to our obligations under the Working Time Regulations 1998.

You must notify us of all other employment which you undertake, we will not object to any other employment provided it does not interfere with your ability to satisfactorily fulfill the job we employ you to do. This information is also required in order that there is no infringement of the Working Time Regulations.

## **19. VARIATION PROVISION**

We may amend or vary any non-contractual Policies and Procedures from time to time for various reasons relating to business needs or to reflect legal developments.

We may amend or vary your contract of employment (including Part One of this Handbook) from time to time in order to reflect legislative or other legal developments. We may also make minor, non-fundamental changes to your contract of employment from time to time.

Any minor changes made in accordance with the sections above may be made by email notification with immediate effect.

## **20. LIMITS OF AUTHORITY**

You are not permitted to:

- a) Authorise any variation to our Terms of Business, agree any discounts on charges or authorise any expenditure for any reason without the authority of a Director.
- b) Entertain any of our clients/suppliers in or out of the office without our prior authorisation.

Please refer to the Finance & Operations Director if you require confirmation of your individual delegation of authority.

## PART TWO – POLICIES AND PROCEDURES

### A: PROFESSIONAL CONDUCT

#### 1. CONDUCT AND BEHAVIOUR

##### 1.1 Appearance

You are expected to maintain an appropriate standard of dress, appearance and hygiene to ensure that our image and reputation are maintained.

You are required to be neat, clean, well-groomed and presentable whilst at work, whether working on the Company's premises or elsewhere on Company business.

The general dress code is 'Dress for your Day'. 'Dress for your Day' allows you to select appropriate dress for the business of your workday.

While this dress code is intended to be relaxed, when you have a workday that does not involve meetings with clients, visitors, customers and candidates or the like, you are expected to wear clothing appropriate for the nature of our business and the type of work you are doing.

If you are meeting clients, visitors, customers or candidates for example, you must dress appropriately. This will include formal office wear or smart casual attire dependent upon the work involved.

We may also ask the whole company, certain departments or individuals to wear formal office wear or smart casual wear dependent on the company's requirements for a particular day. You are required to adhere to the requests made on those occasions.

Company Uniform is not provided as standard unless you are in a non office based role with significant customer contact as detailed below.

#### **Non office based roles that have significant customer contact:**

You will be provided with a Company Uniform which you are required to wear at all times when working with customers.

When working on our premises you may revert to the dress code of non office based roles (or mostly non office based) if you wish to.

#### **All Staff:**

**If your role brings you in to contact with machinery, for health and safety reasons your hair must be kept short or tied back whilst working on or around the machinery. You must not wear jewellery that can be caught in the machine you are using.**

A polite, courteous and professional demeanour must be maintained at all times, especially in the presence of customers, suppliers and towards colleagues.

All staff are expected to adhere to standards of dress and appearance that are compatible with a professional company. Wearing clothing which is disruptive, provocative, revealing, profane, vulgar, offensive or obscene or which endangers the health and safety of any employee is prohibited. Examples of prohibited dress or appearance include, but are not limited to, exposed undergarments, excessively short or tight garments, attire with messages or illustrations that are lewd, indecent or vulgar, see-through clothing, any symbols, styles or attire frequently associated with intimidation, violence or violent groups.

We accept that members of certain ethnic or religious groups are subject to strict religious or cultural requirements in terms of their clothing and appearance. Subject to necessary health and safety requirements and maintaining appropriate dress, we will not insist on dress rules which run counter to the



religious or cultural norms. If you are uncertain as to whether an item of clothing is acceptable, please refer to your Manager.

If you fail to comply with these rules you will be subject to disciplinary action. In addition, depending on the circumstances of the case, you may be required to go home and change your clothing. If this happens, you have no right to be paid for the duration of your absence from work.

Please refer to our separate Personal Protective Equipment Policy for information about PPE.

### **1.1.1 Company Uniform**

A Company Uniform must be worn at all times by individuals that work in non office based departments with significant customer contact.

This currently applies to the following departments:

- Extreme
- Service/Maintenance

In addition, due to the nature of the products used in the Water Treatment Department and the effect this can have on clothes, members of this team can also be provided with Company Uniform if they wish. If Company Uniform is provided it must be worn at all times.

Full Company Uniform will only be provided once members of the above departments have successfully completed their probationary period. During probation you will be provided with plain navy blue t-shirts and must wear these in addition to your own clothes.

The following items of uniform will be issued to those working the above departments who have passed their probation.

5 x T-Shirts/Polo Shirts  
2 x Trousers/Track Suit Trousers  
2 x Shorts  
2 x Sweatshirts  
1 x Fleece

Company Uniform is expensive and will therefore not be replaced unless absolutely required. All Company Uniform purchases must be authorised by a Director. You are required to return the old item to then be issued with a new item.

You may be charged for replacements if it is deemed that items have been damaged through your negligence or carelessness or you have lost them.

Please note that the uniform provided remains the property of Plastica Ltd at all times and must be returned when collecting replacement uniform, when leaving the Company or at the Company's request.

## **1.2 Smoking Policy**

### **1.2.1 Policy Statement**

The Company is committed to protecting your health and safety and the health and safety of colleagues, workers, service users, customers and visitors. This commitment includes observance of the statutory ban which prohibits smoking in public places (enclosed or substantially enclosed premises) throughout the UK.

It is our policy that all our workplaces (including Company vehicles) are smoke-free and that you have a right to work in a smoke-free environment.

This policy applies to all employees, officers, consultants, contractors, volunteers, casual workers and agency workers. Any visitor to our premises or who uses our Company vehicles must also comply with this policy.

This policy does not form part of your contract of employment and we may amend it at any time. We will review the policy from time to time to ensure that it continues to reflect our legal obligations and the Company's organisation and Business needs.

### **1.2.2 Smoking Restrictions**

Smoking is not permitted at any time in any area of our workplace premises. This includes, but is not limited to, meeting rooms, waiting areas, corridors, lifts, stairwells, doorways and toilets.

The smoking restrictions apply to anything that can be smoked including, but not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah), cigars and herbal cigarettes.

Appropriate 'No Smoking' signs are clearly displayed at the entrances to the Company's premises.

This policy also applies to Company vehicles and therefore no smoking is allowed in any Company vehicle, those vehicles for which the owner receives a Company Car Allowance, when they are being driven on Company business with passengers or a personal vehicle being driven on Company business with passengers at any time. It is your responsibility whilst driving or a passenger in Company vehicles to ensure that the vehicle remains smoke free.

Smoking is not permitted inside a customer's premises. Permission from the customer is required prior to smoking outside the customer's premises whilst on site. If permitted, smoking is only allowed during your contracted breaks.

If you are provided with accommodation whilst out on business you must abide by the Smoking Policy of the accommodation.

### **1.2.3 Permitted Smoking**

You may only smoke outside in the 'smoking shelter' during your contractual breaks. When smoking in this shelter you must ensure that smoking materials are extinguished and you dispose of smoking related litter and waste appropriately and responsibly.

We are under no obligation to provide a designated outdoor smoking area and we do so at our discretion. Smoking is expressly prohibited at the front of the business premises. If you are unsure of any of the details above please speak to your Supervisor/Manager for guidance.

Any vehicle that is used primarily for private purposes is excluded from the smoking ban. Smoking in your own vehicle on our premises is allowed. However, you must refrain from smoking when using your vehicle for work-related purposes if you are carrying passengers in the vehicle with you.

### **1.2.4 Smoking Breaks**

We do not permit smoking breaks. If you wish to smoke, you must do this in your own time either outside your normal hours of work or during your contractual breaks. You are not permitted to take additional smoking breaks during the day.

### **1.2.5 Breach**

Any breach of this Policy by an employee will be dealt with as a disciplinary matter under the Disciplinary Policy. Failure to adhere to this policy is a misconduct offence and in serious cases may be treated as gross misconduct leading to summary dismissal.

Observance of this policy is the responsibility of each and every employee and therefore if any employee witnesses this policy being breached they should immediately report such breach to their Manager. Employees who observe smoking in the workplace in breach of this policy and who fail to report it may be subject to disciplinary action under the Disciplinary Policy.

If you do not comply with the smoking ban you are committing a criminal offence and are personally liable to a fixed penalty fine and possible criminal prosecution, and you expose the Company to similar action.

### **1.3 Alcohol and Drugs Policy**

#### **1.3.1 Introduction**

Alcohol or drug misuse or abuse can be a serious problem within the workplace. Employees who drink excessively or take unlawful drugs are more likely to work inefficiently, be absent from work, have work-related accidents and endanger their colleagues. We have a duty to protect the health, safety and welfare of all our employees. However, we recognise that, for a number of reasons, employees could develop alcohol or drug-related problems. In relation to drugs, these rules apply to those that are unlawful under the criminal law and not to prescribed medication. You must inform your Manager regarding any prescribed medication that may have an effect on your ability to carry out your work safely and you must follow any instructions subsequently given. These provisions aim to promote a responsible attitude to drink and drugs and to offer assistance to those who may need it.

#### **1.3.2 Prohibition on Alcohol and Drugs in the Workplace**

Alcoholic drinks or drugs must not be brought onto, stored or consumed on Company premises at any time, except where alcohol is consumed at a specifically-approved Company function. You must not attempt to sell or give alcohol or drugs to any other employee or other person on our premises.

Working whilst under the influence of alcohol or drugs is forbidden. Even a small amount of alcohol or drugs can affect work performance and, if you are found under the influence of alcohol or drugs whilst at work, there could be serious health and safety consequences.

You must never drink alcohol or take drugs before or when you are required to drive private or Company vehicles on Company business.

If you represent the Company at business or client functions or conferences or attend Company organised social events outside normal working hours you are expected to be moderate if drinking alcohol and to take specific action to ensure you are well within the legal limits if you are driving. You are expressly prohibited from taking drugs on these occasions.

Disciplinary action will be taken against you if you breach these rules. Depending on the seriousness of the offence, it may amount to potential gross misconduct and could result in your summary dismissal. We also reserve the right to arrange for you to be escorted from our premises immediately and sent home for the rest of your day. If this happens, you have no right to be paid for the duration of your absence from work.

### **1.4 Gambling**

Participation in any form of major gambling through the use of the Company's time, equipment and other resources for gambling-related activities is prohibited. For example, placing bets with external book-making operations, using Company equipment (e.g. phone, computers etc.) or other resources for gambling purposes, or engaging in any kind of gambling activity during your working time are strictly prohibited.

### **1.5 Buying or Selling of Goods**

You are reminded that you are paid to work whilst in our employment, and are not allowed to buy or sell goods on your behalf or on anyone else's behalf during working hours or on our premises unless permission has been given in writing by a Director.

## **1.6 Fundraising**

Prior permission must be sought from a Director or a Senior Manager, before any collections or fundraising activities at work are undertaken.

## **1.7 Gifts**

Occasionally, satisfied customers, clients or other third parties may seek to reward you with a gift. Whilst the Company has no desire to stop you receiving a small token of gratitude or appreciation from a customer or client, we do recognise that there is the potential for abuse. In addition, some suppliers or contractors may offer 'reward schemes' which allow you to obtain free gifts or discount vouchers in return for ordering services or products on behalf of the Company from that supplier or contractor. The Company needs to be sure that its suppliers and contractors are competitive and that you are acting in the best interests of the Company when using a particular supplier or contractor.

The Company does not believe that it is appropriate for you to accept anything of greater value than small tokens of appreciation from customers, clients, suppliers, contractors or from any other person or organisation with which the Company has, or might have, business connections. This is because it is important to ensure that no employee acts in any way that it is inconsistent with the integrity of the business by accepting a gift in circumstances where it could influence, or be seen to influence, that employee's business decisions or actions.

For the purposes of this policy, a 'gift' is deemed to be any payment or item given to you on an apparent ex gratia basis by any party in connection with your employment by the Company.

You are under an obligation to report the receipt of a gift, including the nature of the gift and the identity of the sender, to a Director as soon as it is received. Failure to report the receipt of a gift from any party constitutes a disciplinary offence and will lead to disciplinary action up to and including dismissal.

If, in the opinion of the Director, the gift might constitute a bribe or other inducement, the gift must be passed to the Director who will return it to the sender with a suitable letter explaining the Company's policy.

In cases where the Director determines that the gift constitutes a small token of appreciation for you as a personal reward, you may, at the Director's discretion, be permitted to retain the gift. However, unless the sender of the gift specifically states or makes clear that it is intended for you as a personal reward, all gifts are deemed to be the property of the Company and may be shared amongst other members of staff as appropriate (from all departments).

Any gifts received from customers, clients, suppliers or other third parties, as 'Christmas gifts' whether personally or departmentally are to be immediately given to our HR Officer who will arrange for them to be entered into our Free Christmas Gift Raffle.

If the Company discovers a supplier or contractor has been used wholly or mainly because of the incentive of a free gift and, as such, you have not acted in the best interests of the Company, this will also constitute a disciplinary offence and will lead to disciplinary action up to and including dismissal.

Other than to diaries and calendars (which must be given to our Purchasing department on receipt) this policy does not apply to promotional gifts i.e. items such as pens, mugs and stationery that bears the company name or logo of another organisation, provided these have no significant financial value. If you are unsure please refer them to your Manager for guidance.

## **1.8 Social Media Policy**

### **1.8.1 Policy Statement**

This policy applies to the use of social media for both business and personal purposes, whether during office hours or otherwise and whether the social media is accessed using our IT facilities and equipment

or your own equipment. This policy deals with the use of all forms of social media including Facebook, LinkedIn, Twitter, Wikipedia, all other social networking sites, and all other internet postings, including blogs.

We expect all employees to adhere to this policy. Breach of this policy may result in disciplinary action up to and including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours, and regardless of whether our equipment or facilities are used for the purpose of committing the breach. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.

This policy does not form part of your contract of employment and may be amended at any time.

### **1.8.2 Personal use of Social Media**

Personal use of social media is never permitted during working time or by means of our computers, networks and other IT resources and communications systems.

You should not disclose the name of the Company on any personal website or allow it to be identified by any details at all. If you have a personal website you should state to readers that the views you express are yours only and they do not necessarily reflect the views of the Company.

You should not link your site to the Company's site.

There may be occasions where you use personal social media/networking accounts to connect with business contacts, if you do this then it is your responsibility to ensure that any such contact is entirely appropriate and in accordance with the Company's policies and procedures. If you add the contact details of any business contact made during the course of your employment to any personal social media/networking account then this constitutes confidential information which belongs to the Company. On termination of your employment you will be required to provide a copy of all business contact information held by you, delete all such information from your social media/networking accounts and destroy any further copies of such information.

### **1.8.3 Business use of Social Media**

If you are required as part of your duties to speak on behalf of the Company in a social media environment, approval from your Manager must be sought before making any communication. You may be required to undergo training before you can make communications and certain requirements and restrictions may be placed on such activities.

If you are contacted for comments about the Company for publication anywhere, including in any social media outlet, the enquiry must be directed to the Managing Director and no response must be made without written approval.

### **1.8.4 Monitoring**

The contents of our IT resources and communications systems are our property and you should have no expectation of privacy in any message, files, data, document, facsimile, telephone conversation, social media posting or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on our electronic information and communications systems. You should not use our IT resources and communication systems for any matter which you wish to be kept private and confidential.

We reserve the right to monitor, intercept and review, without further notice, staff activities using our IT resources and communications systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with and for legitimate business purposes and you consent to such monitoring by your use of such resources and systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of

transactions, messages, communications, postings, log-ins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

We may store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice.

We monitor the use of the Company's name on the internet and therefore if we become aware of any breach of this policy through our monitoring, or by other means, disciplinary action may be taken up to and including dismissal.

### **1.8.5 Use of Social Media**

Social media should never be used in a way that breaches any of our other policies. For example, employees are prohibited from using social media to:

- breach any obligations they may have relating to confidentiality;
- breach our disciplinary rules;
- defame or disparage the organisation or its affiliates, customers, clients, business partners, suppliers, vendors or other stakeholders;
- harass or bully other staff in any way;
- unlawfully discriminate against other staff or third parties;
- breach our Data Protection Policy (for example, never disclose personal information about a colleague online)
- breach of any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself or by making misleading statements)

You should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the organisation and create legal liability for both the author of the reference and the organisation.

You should not post anything that your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders would find offensive, including discriminatory comments, insults or obscenity.

You should not post anything related to your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders without their written permission.

You should be aware that social networking websites are a public forum, particularly if the employee is part of a "network". You should not assume that their entries on any website will remain private. In order to protect our business reputation:

You must not post disparaging or defamatory statements about:

- our organisation;
- our clients;
- suppliers or vendors;
- other affiliates and stakeholders.

You should also avoid social media communications that might be misconstrued in a way that could damage our business reputation, even indirectly.

You should make it clear in social media postings that you are speaking on your own behalf. Write in the first person and use a personal e-mail address when communicating via social media.

You are personally responsible for what you communicate in social media. Remember that what you publish might be available to be read by the masses (including the organisation itself, future employers and social acquaintances) for a long time. Keep this in mind before you post content.

Avoid posting comments about sensitive business-related topics, such as our performance. Even if you make it clear that your views on such topics do not represent those of the organisation, your comments could still damage our reputation.

If you see content in social media that disparages or reflects poorly on our organisation or our stakeholders, you should contact your manager. You are responsible for protecting our business reputation.

In order to protect the Company's intellectual property and confidential information:

- You should not do anything to jeopardise our valuable trade secrets and other confidential information and intellectual property through the use of social media.
- In addition you should avoid misappropriating or infringing the intellectual property of other companies and individuals, which can create liability for the organisation, as well as the individual author.
- Do not use our logos, brand names, slogans or other written trademarks, or post any of our confidential or proprietary information without prior written permission.
- You may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

## **1.9 Parking**

Private vehicles/bicycles parked on or around our premises are done so at the owner's risk and we accept no liability for any damage caused to such vehicles/bicycles.

All users must follow the rules for our car park:

- The speed limit is 10mph.
- You must park within the allocated spaces.
- Two car parks are available (upper and lower), spaces are not reserved (other than for Directors and visitors) and are available on a first come first served basis.
- The lower car park (by the main office) is strictly one way only.

Any breach of the rules or unsafe driving in any form will not be tolerated and depending upon the circumstances may result in disciplinary action and the owner no longer be permitted to park on site.

## **1.10 Company Stock and Property**

Our stock and property must only be used for the purpose for which intended and must not be removed from the premises, without prior approval.

You have a duty to report to management, any damage to or loss of cash, stock, fixtures and fitting or property (including vehicles).

If, following investigation, it is found that as a result of your carelessness, negligence, or failure to comply with our procedures, or by wilful act, we suffer loss, or damage of cash, stock, fixtures and fittings, or property, (including vehicles), this will be construed as a serious breach of the rules, which could result in your summary dismissal on the grounds of gross misconduct.

We reserve the right to take disciplinary action. Further or alternatively, you may be liable to pay the full, or part, cost of making good our loss in respect of cash, stock, fixtures and fittings, or our property (including vehicles). In the event that we make a claim against our insurers, for repair, or replacement, or other losses incurred, we reserve the right to require you to pay any insurance excess that may accrue.

N.B. This would include losses incurred by the Company in respect of any hire equipment or costs which the Company have had to reimburse to a third party.

## **2. LONE WORKING**

Please refer to the Lone Working Policy for more details. This is available from your Supervisor/Manager.

Lone working within the Company is discouraged, although certain staff may need to work alone on occasions. Lone working can be safe as long as the following basic precautions are taken:

- (a) A lone working risk assessment must be carried out.
- (b) Ensure that someone is aware you are working alone, that they know what you will be doing and what time you expect to finish.
- (c) Make sure that the job can be done safely by one person.
- (d) Have some means of communicating with someone in an emergency, such as a mobile phone, in the event of working alone.
- (e) Ensure that you have access to first aid materials.
- (f) Know where your nearest emergency exit is and the Company's Emergency Procedures.
- (g) Make sure that intruders cannot get into the premises by checking that windows and external doors are locked.

If due to unavoidable circumstances you need to work within your department, at the Perimeter House site, by yourself you can only continue to work under the following circumstances:

### **Mornings Before 8am:**

1. If the cleaner is on site. You must pre-arrange for them to phone you every thirty minutes or alternatively they should come and find you every thirty minutes. If they have not made contact after thirty five minutes you must go and find them to establish contact or;
2. If the Moulding Department are working. You must pre-arrange for them to phone you every thirty minutes or alternatively they should come and find you every thirty minutes. If they have not made contact after thirty five minutes you must go and find them to establish contact or;
3. If at least one other department is working overtime. If you are working in clear view of others no further action is necessary. If this is not the case a rota must be agreed beforehand with the chosen department on who checks on who every thirty minutes. Again if contact hasn't been made after thirty mins the recipient must seek out the caller to establish contact.

### **Evenings after 5pm:**

1. At least one other department is also working overtime. If you are working in clear view of others no further action is necessary. If not a rota must be agreed beforehand with the chosen department on who checks on who every thirty minutes. Again if contact hasn't been after thirty mins the recipient must seek out the caller. When leaving the building you must confirm to another department that you are no longer working. The final person leaving the building should ideally not be alone and the last two people should leave together.

If none of the above criteria can be met then you will not be allowed to continue working under any circumstances and alternative arrangements will need to be made.



### **3. EQUAL OPPORTUNITIES POLICY**

#### **3.1 Equal Opportunities – Statement**

It is our policy to provide equal opportunities in employment regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins, (including caste)), religion or religious or philosophical belief, sex or sexual orientation. In this Policy, these are called the 'protected characteristics'.

This Policy applies to all employees and applicants for employment.

We are committed to the promotion of equal opportunities and to ensure that the talent and skills of all employees are maximised.

Our policy is to treat all employees with respect and dignity, and to ensure that employees are not victimised or subjected to harassment or discrimination on the grounds outlined above.

We seek to fulfil this commitment to equal opportunities through the application of Policies and Procedures, which are consistent and equitable, and recognise the expertise and ability of each individual.

All allegations of discrimination or harassment will be thoroughly and promptly investigated. Where allegations are substantiated, appropriate disciplinary action up to and including dismissal will be taken against any person responsible.

We are committed to equal pay and equality in terms and conditions in employment. We believe male and female employees should receive equal pay for like work, work rated as equivalent or work of equal value. In order to achieve this, we will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

We will make reasonable adjustment to our standard working provisions, criteria or practices, or to physical features of the workplace, to ensure that a disabled employee is not placed at a substantial disadvantage in comparison with persons who are not disabled.

#### **3.2 Recruitment**

All vacant posts within the Company will be advertised internally, whether or not they are also advertised externally. All Terms and Conditions of Employment and related benefits shall be non-discriminatory, except in cases where, having regard to the nature and context of the work, having a particular protected characteristic is an occupational requirement and that occupational requirement is a proportionate means of achieving a legitimate aim, the Company will apply that requirement to the job role.

All applicants for employment and all employees applying for alternative positions or promotion within the Company shall be assessed according to their skills, experience and ability to do the job.

When vacancies are advertised both internally and externally we will continue to ensure that such advertising both in placement and content, is compatible with the Terms of this Policy.

Advertisements will encourage applications from all suitably qualified and experienced people. When advertising job vacancies, in order to attract applications from all sections of the community, we will, as far as reasonably practicable:

- a) Ensure advertisements are not confined to those publications which would exclude or disproportionately reduce the numbers of applicants with a particular protected characteristic.
- b) Avoid prescribing any unnecessary provisions or criteria which would exclude a higher proportion of applicants with a particular protected characteristic.

Where vacancies may be filled by promotion or transfer, they will be published to all eligible employees in such a way that they do not restrict applications from employees of any particular age group, racial

group, religion or belief, sex or sexual orientation or from disabled employees, those who are married or in a civil partnership, those who have undergone or are undergoing gender reassignment or those who are pregnant or on maternity leave.

Internal applicants for vacancies should expect a full review of their work history, including their work performance, salary history and other information in their personnel file.

With disabled job applicants, we will have regard to our duty to make reasonable adjustments to work provisions, criteria or practices, or to physical features of work premises in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

### **3.3 Eliminating Discrimination**

Direct discrimination occurs when, because of one of the protected characteristics, a job applicant or an employee is treated less favourably than other job applicants or employees are treated or would be treated. The treatment will still amount to direct discrimination even if it is based on the protected characteristic of a third party with whom the job applicant or employee is associated and not on the job applicant's or employee's own protected characteristic. In addition, it can include cases where it is perceived that a job applicant or an employee has a particular characteristic when in fact they do not. The Company will take all reasonable steps to eliminate direct discrimination in all aspects of employment.

Indirect discrimination is treatment that may be equal in the sense that it applies to all job applicants or employees but which is discriminatory in its effect on, for example, one particular sex or racial group. Indirect discrimination occurs when there is applied to the job applicant or employee a provision, criterion or practice (PCP) which is discriminatory in relation to a protected characteristic of the job applicant's or employee's. A PCP is discriminatory in relation to a protected characteristic of the job applicant's or employee's if:

It is applied, or would be applied, to persons with whom the job applicant or employee does not share the protected characteristic,

The PCP puts, or would put, persons with whom the job applicant or employee shares the protected characteristic at a particular disadvantage when compared with persons with whom the job applicant or employee does not share it,

It puts, or would put, the job applicant or employee at that disadvantage, and

It cannot be shown by the Company to be a proportionate means of achieving a legitimate aim.

The Company will take all reasonable steps to eliminate indirect discrimination in all aspects of employment.

### **3.4 Employment Verification**

We will provide information to prospective external Employers and others regarding any dates of employment and positions held. We will also verify the accuracy of salary information released by the employee.

Employees or former employees should refer those seeking employment verification to the HR Officer.

### **3.5 Training and Development**

Equal consideration will be given to all employees for training opportunities, both to perform their job and to develop personally.

You will be reviewed against relevant, objective criteria to measure performance and training needs.

Promotion prospects will be governed by individual merit, ability, achievement and development potential.

### **3.6 Post-employment Discrimination**

We will not discriminate against any former employee because of a protected characteristic; for example, when providing references for future employment, or in conducting the Appeals Procedure for any former employee.

### **3.7 Monitoring**

We will, from time to time, review the Equal Opportunities Policy and progress in achieving its objectives. Where barriers to equal opportunities are identified, any necessary changes will be made to this Policy.

### **3.8 Discrimination Grievances**

If you believe that you have been subjected to direct or indirect discrimination because of a protected characteristic, you should invoke the Company's Grievance Procedure as set out in this Handbook.

In view of the sensitivity of this subject, you may, if preferred, approach the HR Officer directly rather than your immediate Manager. In either case, we will treat the matter as strictly confidential.

## **4. HARASSMENT AND BULLYING (DIGNITY AT WORK) POLICY**

### **4.1 Harassment and Bullying (Dignity at Work) – Statement**

It is our policy to maintain a non-discriminatory working environment that is free from harassment or bullying. In this Policy, we refer to the 'anti-harassment protected characteristics' which are age, disability, gender reassignment, race (including colour, nationality and ethnic or national origins (including caste)), religion or religious or philosophical belief, sex or sexual orientation.

Employees must not harass, bully or intimidate other employees for any reason. Where harassment or bullying relates to an anti-harassment protected characteristic this not only contravenes the Company's policy but it may also constitute unlawful discrimination. Any harassment or bullying will be treated as potential gross misconduct under the Company's disciplinary procedure and could render the employee liable to summary dismissal. Employees should bear in mind that they can be held personally liable for any act of unlawful harassment. Employees who commit serious acts of harassment may also be guilty of a criminal offence.

All employees are responsible for conducting themselves in accordance with this policy and the Company will not condone or tolerate any form of harassment, bullying or intimidation, whether engaged in by employees or by outside third parties who do business with the Company, such as clients, customers, contractors and suppliers.

It is the responsibility of all employees to eliminate any harassment, bullying or intimidation of which they are aware by informing their Manager of suspected cases of harassment, bullying or intimidation.

All allegations of harassment or bullying will be thoroughly and promptly investigated. Where allegations are substantiated, appropriate disciplinary action up to and including dismissal will be taken against any person responsible. We will also take appropriate action against any third parties who are found to have committed an act of harassment against our employees.

This policy covers bullying and harassment in the workplace and in any work-related setting outside the workplace, for example, business trips and work-related social events.

### **4.2 Harassment and Bullying**

You should take the time to ensure you understand what types of behaviour are unacceptable under this policy.

Harassment is any unwanted physical, verbal or non-verbal conduct which 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 the 'anti-harassment protected characteristics'. Harassment is unacceptable even if it does not fall within any of these categories.

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.

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.

Harassment or bullying may be physical, written, verbal or non-verbal conduct. Examples include:

- (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing, grabbing, brushing past someone, invading their personal space, and more serious forms of physical or sexual assault;
- (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless), and suggestions that sexual favours may further a career or that a refusal may hinder it;
- (c) continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;
- (d) sending or displaying material that is pornographic or that some people may find offensive (including e-mails, text messages, video clips and images sent by mobile phone or posted on the internet);
- (e) offensive or intimidating comments or gestures, or insensitive jokes or pranks;
- (f) mocking, mimicking or belittling a person's disability;
- (g) racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;
- (h) outing or threatening to out someone as gay or lesbian;
- (i) ignoring or shunning someone, for example, by deliberately excluding them from a conversation or a workplace social activity.
- (j) shouting at, being sarcastic towards, ridiculing or demeaning others;
- (k) physical or psychological threats;
- (l) overbearing and intimidating levels of supervision;
- (m) inappropriate and/or derogatory remarks about someone's performance;
- (n) abuse of authority or power by those in positions of seniority;
- (o) deliberately excluding someone from meetings or communications without good reason.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of harassment, bullying or intimidation.

### **4.3 Complaining About Harassment or Bullying**

#### **4.3.1 Informal Complaint**

We recognise that complaints of harassment and bullying (particularly of any type of discriminatory related harassment) can sometimes be of a sensitive or intimate nature, and that it may not be appropriate for you to raise the issue through the normal Grievance Procedure. In these circumstances, you are encouraged to raise such issues with a senior person of your choice (whether or not that person has a direct supervisory responsibility for you) as a Confidential Assistant, who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment, you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally, then you should hand a written request to the harasser, and your Confidential Assistant can help you in this.

#### **4.3.2 Formal Complaint**

If you believe you have been subjected to harassment or bullying (whether by a fellow employee or third party), you should invoke the Grievance Procedure as set out in this Handbook.

In view of the sensitivity of this subject, you may, if preferred, approach a senior Manager or Director directly rather than your immediate Manager. In either case, we will treat the matter as strictly confidential. However, in order to effectively investigate an allegation, we must be able to determine the scope of the investigation and the individuals who should be informed or interviewed about the allegation. For example, your identity and nature of the allegations must be revealed to the alleged harasser so that he or she is able to fairly respond to the allegations.

If possible, you should keep notes of the harassment so that the written complaint can include:

- (a) Name of the alleged harasser.
- (b) Nature of the alleged harassment.
- (c) Dates and times when the alleged harassment(s) occurred.
- (d) Name(s) of any witnesses.
- (e) Any action already taken by you to stop the alleged harassment.

Upon receipt of a formal complaint, we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of you or the alleged harasser to another work area or suspension with pay of either party until the matter has been resolved.

The person dealing with the complaint will carry out a thorough investigation in accordance with the Grievance Procedure. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

If you are dissatisfied with the outcome, you may appeal against the decision in accordance with the Grievance Procedure.

As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all staff and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

### **4.3.3 General Comments**

If the report concludes that the allegation is well-founded, the harasser will be subject to disciplinary action in accordance with the Disciplinary Procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal against the disciplinary action by following the Disciplinary Appeal Procedure.

Where possible, we will also take appropriate action against a third party harasser.

If you bring a complaint of harassment, you will not be victimised for having brought the complaint. However, if the report concludes that the complaint is both untrue and has been brought with malicious intent disciplinary action will be taken against you.

Anyone found to have retaliated against or victimised someone for making a complaint or assisting in good faith with an investigation under this procedure will be subject to disciplinary action under our Disciplinary Procedure

## **5. WHISTLE BLOWING POLICY**

### **5.1 Introduction**

We seek to conduct our business honestly and with integrity at all times. It is our policy as an Employer to ensure that at every level of management our business is conducted in such a way as to comply with all legal requirements that govern our activities. However, we acknowledge that all businesses face the risk of their activities going wrong from time to time, or of unknowingly harbouring malpractice.

It is important to the Company that any fraud, misconduct, bribery or other wrongdoing by workers is reported and properly dealt with. It is the responsibility of all employees to raise any concerns they might have about malpractice within the workplace. We therefore encourage all employees to raise any concerns they may have about the conduct of others in the business or the way in which the business is run. This Policy sets out the way in which employees and other third parties who perform functions in relation to the Company may raise their concerns and how we will deal with those concerns.

We believe we have a duty to take appropriate measures to identify such situations and to attempt to remedy them. By encouraging a culture of openness and accountability, we believe we can help prevent such situations occurring. There is no reason for any employee to believe that he or she will suffer a detriment for speaking up if they believe something is wrong or if we are alerted to it we will conceal or destroy evidence.

This policy applies to all individuals working at all levels of the organisation, including senior managers, officers, directors, employees, consultants, trainees, part-time and fixed-term workers, casual and agency staff.

This policy does not form part of any employee's contract of employment and it may be amended at any time.

### **5.2 What is Whistle Blowing?**

Whistle blowing disclosures may include information which relates to some danger, fraud or other illegal or unethical conduct in the workplace. This may include:

- (a) Criminal activities;
- (b) Failure to comply with any legal obligation;
- (c) Miscarriages of justice;
- (d) Danger to health and safety;

- (e) Damage to the environment;
- (f) Deliberate concealment of the above matters.

It is not necessary for you to have proof that such an act is being, has been or is likely to be committed – a reasonable belief is sufficient, even if that belief later turns out to be wrong. You have no responsibility for investigating the matter. It is our responsibility to ensure an appropriate investigation takes place.

If you have a complaint relating to your personal circumstances in the workplace, you should use the normal Grievance Procedure set out in this Handbook.

### **5.3 Disclosure Procedure**

In the event of you wishing to make a whistle blowing disclosure, you should follow the steps below:

- (a) In the first instance, report the situation to your Manager. If you do not wish to speak to your Manager, you can instead speak to a Director or other Senior Manager. Such disclosures should be made promptly so that an investigation may proceed and any action taken expeditiously.
- (b) All disclosures will be treated seriously. The disclosure will be promptly and fairly investigated and, as part of the investigatory process, you will be interviewed and asked to provide a written witness statement setting out the nature and details of the disclosure and the basis for it. Confidentiality will be maintained during the investigatory process to the extent that this is practical and appropriate in the circumstances. However, in order to effectively investigate a disclosure, we must be able to determine the scope of the investigation and the individuals who should be informed of or interviewed about the disclosure. If it becomes necessary to disclose your identity, we will make efforts to inform you that your identity is likely to be disclosed. In order not to jeopardise the investigation, you are also expected to keep the fact that you have raised a concern, the nature of the concern and the identity of those involved confidential. The length and scope of the investigation will depend on the subject matter of the disclosure. We reserve the right to arrange for another Manager to conduct the investigation other than the Manager with whom you raised the matter. In addition, an investigative team with experience of operating workplace procedures or specialist knowledge of the subject matter of the disclosure may be appointed. It is not normally appropriate to set a specific timeframe for completion of investigations in advance, because the diverse nature of disclosures makes this unworkable.
- (c) Once the investigation has been completed, you will be informed in writing of the outcome, together with our conclusions and decision in a timely manner. However, the need for confidentiality may prevent us from giving you specific details of the investigation or actions taken. We are committed to taking appropriate action with respect to all qualifying disclosures which are upheld.
- (d) When our conclusions have been finalised, any necessary action will be taken. This could include either reporting the matter to an appropriate external Government Department or Regulatory Agency and/or taking internal disciplinary action against relevant members of staff. We will endeavour to inform you if a referral to an external agency is about to or has taken place, although we may need to make such a referral without your knowledge or consent if this is appropriate in the circumstances. We will also review and implement any recommendations for change to minimise the risk of the recurrence of any malpractice or impropriety which has been uncovered. If no action is to be taken, the reasons for this will be explained to you.
- (e) If, upon conclusion of the above stages, you reasonably believe that appropriate action has still not been taken, you may then report the matter to the proper authority. The Act sets out a number of prescribed external bodies or persons to which qualifying disclosures may be made. These include MPs, HM Revenue & Customs (HMRC), The Financial Services Authority (FSA), Office of Fair Trading (OFT), Health & Safety Executive (HAS) and the Environment Agency. However, we always encourage employees to raise their concerns directly in the first instance, rather than externally.

## **5.4 General Principles**

You should be aware of the importance of eliminating fraud, misconduct, bribery or other wrongdoing at work. You should report anything you become aware of that is illegal.

You will not be victimised, subjected to a detriment or dismissed for raising a genuinely-held concern under this Policy, even if your disclosure is not upheld.

Employees who victimise or retaliate against those who have raised concerns under this Policy will be subject to disciplinary action.

If an investigation under this Policy concludes that a disclosure has been made maliciously, vexatiously or solely with a view to personal gain, the Whistle Blower will be subject to disciplinary action.

Covering up someone else's wrongdoing is a disciplinary offence. You should never agree to remain silent about a wrongdoing, even if told to do so by a person in authority such as a Manager. You should report the matter to a Director.

## **6. DISCIPLINARY POLICY AND PROCEDURE**

### **6.1 Policy Statement**

This Disciplinary Policy sets out our conduct rules and the procedures for dealing with situations involving misconduct issues by employees. This policy is not intended to cover situations involving poor performance due to a genuine lack of capability.

Whilst the Company does not wish to impose unreasonable rules of conduct upon employees, certain standards of behaviour are necessary to maintain good employment relations and discipline in the interests of the business and all employees. We prefer that discipline be voluntary and self-imposed, in the great majority of cases this results in satisfactory conduct. However, from time to time it may be necessary for the Company to take disciplinary action against employees who are suspected of misconduct offences.

We aim to deal with all disciplinary matters fairly. Reasonable steps will be taken to investigate and establish the facts and employees will be given full and fair opportunity to respond to any allegations before formal disciplinary action is taken.

This policy applies to employees. It does not apply to agency workers, consultants or self-employed contractors.

This policy applies to employees with at least 2 years' continuous service. Employees with less than 2 years' continuous service may be subject to an amended disciplinary procedure at the discretion of the Company.

This policy does not form part of your contract of employment and we may amend it at any time. We will review the policy from time to time to ensure that it continues to reflect our legal obligations and the Company's organisational and business needs.

### **6.2 Basic Rules of Conduct**

The Company expects all employees to act in a professional and responsible manner.

You must observe the terms and conditions of your employment, all policies, procedures and rules notified to you from time to time.

All employees have a responsibility to consider the health and safety of themselves, colleagues and third parties while working.



You must comply with all reasonable instructions given by managers and at all times act in good faith and in the best interests of the business.

### **6.3 Informal Discussions**

We will seek to resolve minor conduct issues informally through discussions between you and your supervisor/manager. In appropriate situations the informal discussion may be conducted by a representative of the Company other than your direct supervisor/manager.

Minor conduct issues will be raised with you when necessary and whenever there is cause for concern. The Company is not obliged to give you any advance notice of an intention to have an informal discussion with you regarding minor conduct issues.

A note of any informal discussion may be placed on your personnel file. In some cases an informal verbal warning may be given. Recommendations for additional training or counselling may be made following informal discussions.

If minor conduct issues are not resolved following informal discussions it may be necessary to invoke the formal Disciplinary Procedure.

The Company is not obliged to hold informal discussions prior to commencing the formal Disciplinary Procedure in cases of more serious alleged misconduct.

### **6.4 Misconduct**

Allegations of misconduct will be dealt with under the formal Disciplinary Procedure.

The following are examples of matters that the Company would normally regard as misconduct:

- (a) Minor breaches of our policies including Sickness Absence Policy and Health and Safety Policy;
- (b) Minor breaches of your contract of employment;
- (c) Failure or refusal to carry out reasonable instructions;
- (d) Smoking on Company premises (other than designated smoking areas) or in Company vehicles;
- (e) Unauthorised absence from work;
- (f) Poor timekeeping or lateness;
- (g) Unsatisfactory standards, unsatisfactory output of work or timewasting;
- (h) Negligence or carelessness in the performance of your duties or deliberate lack of effort or application;
- (i) Negligent damage to, loss of or unauthorised use of Company property;
- (j) Failure to immediately report any damage to Company property or premises;
- (k) Failure to immediately report a health and safety risk or incident;
- (l) Rudeness, obscene language, offensive or insulting behaviour;
- (m) Failure to report any incident whilst driving Company vehicles, whether or not personal injury or vehicle damage is caused;
- (n) Private use of Company vehicles;

- (o) If your work involves driving, failure to report any type of driving conviction, summons which may lead to a conviction, driving ban or any matter which otherwise affects your ability and suitability to drive.

The examples of misconduct given above are not exhaustive.

## **6.5 Gross Misconduct**

Gross misconduct means a serious breach of contract due to misconduct which in the opinion of the Company is likely to prejudice the business or reputation or irreparably damage the relationship of trust and confidence between employer and employee.

Allegations of gross misconduct will be dealt with under the formal Disciplinary Procedure and would normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).

The following are examples of matters that the Company would normally regard as gross misconduct:

- (a) Serious breaches of our policies or your contract of employment;
- (b) Theft, fraud, unauthorised possession or removal of Company property or the property of others, deliberate falsification of records, forgery or any other form of dishonesty;
- (c) Actual or threatened physical violence, behaviour which deliberately provokes violence, wilfully causing harm or injury;
- (d) Discrimination, bullying, harassment or victimisation of employees, customers, clients, suppliers, contractors or other third parties in general or related to any protected characteristic (including age, gender, marital or civil partnership status, gender reassignment, sexuality, pregnancy or maternity, race, colour, nationality, ethnic or national origin, disability, religion or belief). This includes acts or omissions in person, by e-mail, via social media or by any other method;
- (e) Serious or repeated failure to follow reasonable instructions and other serious acts of insubordination;
- (f) Deliberately causing damage to Company property or the property of others;
- (g) Carelessly, recklessly or negligently causing damage to Company property or the property of others;
- (h) Causing loss, damage or injury through serious carelessness or gross negligence;
- (i) Acts or omissions that could bring the Company into serious disrepute;
- (j) Unauthorised absence lasting more than five consecutive working days without acceptable explanation;
- (k) Serious incapability at work due to alcohol, illegal drugs or other substances **OR** Being under the influence of alcohol, illegal drugs or other substances during working hours;
- (l) Possession, use or supply or attempted supply of illegal drugs or substances at work;
- (m) Gambling on the Company's premises;
- (n) Deliberately accessing internet sites containing pornographic, offensive or obscene material;
- (o) Grossly indecent, immoral, offensive or insulting behaviour;
- (p) Offering, promising or giving a bribe or other secret payment or incentive, requesting, agreeing to receive or accepting a bribe or other secret payment or incentive;

- (q) Accepting a gift, other than the exemptions shown in section 1.6, from a customer, client, supplier, contractor or other third party in connection with your employment without prior consent of a Director or Senior Manager;
- (r) Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain or otherwise in bad faith;
- (s) Making untrue allegations in bad faith against a colleague;
- (t) Victimising a colleague who has raised concerns, made a complaint or given evidence or information under our Whistleblowing Policy, Grievance Policy, Disciplinary Policy or otherwise;
- (u) Serious or repeated breaches of our Health and Safety Policy or misuse of safety equipment;
- (v) Serious breach of confidentiality, unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- (w) Working in competition with the Company or against the best interests of the Company;
- (x) Undertaking unauthorised paid or unpaid work or employment during working hours or on Company premises;
- (y) Sleeping on duty or unauthorised sleeping on Company premises during working hours;
- (z) Being convicted of a criminal offence (whether committed during the course of your employment or not) which in the opinion of the Company may affect our reputation or our relationships with staff, customers, clients, suppliers, contractors or other third parties, or otherwise affects your suitability to continue to work for us;
- (aa) Taking part in activities (whether during the course of your employment or not) which could result in adverse publicity to the Company, which cause the Company to lose faith in your integrity or otherwise affects your suitability to continue to work for us;
- (bb) Serious or repeated neglect of duties;
- (cc) Unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy;
- (dd) Giving false information or omitting to give full information as to qualifications or entitlement to work (including immigration status) in order to remain in employment or gain employment or other benefits;
- (ee) Knowingly taking leave (including parental, paternity or adoption leave) when not eligible to do so;
- (ff) Non-genuine sickness absence;
- (gg) Serious misuse of our information technology systems, software, emails or internet.
- (hh) Smoking on Company premises (other than designate smoking areas) or in Company vehicles which presents a serious risk to health and safety.

The examples of gross misconduct given above are not exhaustive.

## **6.6 Confidentiality**

The Company will endeavour to deal with any disciplinary matter sensitively and with due respect for the privacy of any individuals involved. All employees must keep confidential any information they receive in connection with an investigation or disciplinary matter.

You and anyone accompanying you (including witnesses) must not make audio or electronic recordings of any meetings or hearings conducted under the Disciplinary Procedure without express prior authorisation.

Witnesses may provide evidence relevant to disciplinary proceedings against employees. The Company will normally disclose the names of witnesses unless there is good cause (in the opinion of the Company) to keep the witness's identity confidential.

## **6.7 Disciplinary Procedure**

### **6.7.1 Investigations**

The Company may decide to conduct an investigation in relation to any disciplinary allegations against you before deciding whether or not to proceed with a disciplinary hearing. The purpose of the investigation will be to establish a fair and balanced view of the facts. The extent and length of any investigation will depend on the particular circumstances of the case and the nature of the allegations.

Investigation meetings are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has taken place.

There is no right to be accompanied by a companion at an investigation meeting. We may at our discretion permit you to be accompanied by a companion where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.

You are required to co-operate fully and promptly in any investigation. You should respond to questions, provide relevant documents and other evidence and attend investigation interviews when requested.

Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take disciplinary action. We will not normally wait for the outcome of any police investigation or prosecution before deciding whether to take disciplinary action. Where you are unable or have been advised not to attend any meeting or hearing under the Disciplinary Procedure it may be necessary to make a decision in your absence based on the available evidence.

### **6.7.2 Suspension**

If you are alleged to have been involved in misconduct or gross misconduct it may be necessary to suspend you from work while a full investigation is carried out. If you are suspended we will confirm this to you in writing.

The period of the suspension will be for no longer than is necessary to investigate the allegations. While suspended you may be required to comply with any or all of the following provisions:

- (a) Comply with Company instructions regarding return of office keys, building keys, alarm fob and time and attendance fob;
- (b) Comply with Company instructions regarding your attendance at, or remaining away from, Company premises;
- (c) Comply with Company instructions regarding contact with employees, clients, customers, suppliers or contractors. You will be permitted to contact colleagues for the purposes of exercising your right to be accompanied at disciplinary hearings;
- (d) Remain available for work during normal working hours;
- (e) Not perform any work for any other employer or undertake self-employment during your normal working hours;
- (f) Comply with the Sickness Absence Policy in the usual way;

- (g) Apply for annual leave in the usual way when wishing to take annual leave during any period of suspension.

Suspension is a neutral act which does not imply guilt or blame, it is not a disciplinary penalty and does not imply that a decision has already been made in relation to allegations. You will continue to receive your full basic pay and benefits during any period of suspension.

### **6.7.3 Right to be accompanied at meetings**

You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. Your companion may be either a Trade Union Representative or a colleague. Their details must be given to the supervisor/manager conducting the meeting, in good time before it takes place.

Employees are allowed reasonable time off from duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish.

We may at our discretion permit other companions (for example, a family member) where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.

A companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during a meeting.

### **6.7.4 Notification of Disciplinary Hearing**

Where we consider that there are grounds for disciplinary action you will be invited to attend a disciplinary hearing. You will receive written notification of the allegations against you, the basis for those allegations (including copies of any documentary evidence or witness statements available) and details of the potential consequences for disciplinary sanctions if we decide after the disciplinary hearing that the allegations are true.

Unless it is impractical to do so, we will give you 48 hours written notice of the date, time and place of a disciplinary hearing. A reasonable opportunity for you to consider the information provided and prepare your case will be provided.

You must take all reasonable steps to attend a disciplinary hearing. Failure to do so without good reason may itself be treated as misconduct. If you or your companion are unable to attend at the time specified you should inform us immediately so that we can schedule a suitable alternative time.

### **6.7.5 Disciplinary Hearing**

The disciplinary hearing will normally be chaired by your supervisor/manager and attended by a note-taker to take notes on behalf of the Company. You (or your companion) will also be permitted to take your own note of the meeting if desired.

The disciplinary hearing will involve presenting you with the allegations against you and the evidence that is relevant to those allegations. You will be given a full and fair opportunity to respond to the allegations and present any relevant evidence of your own.

You may request that relevant witnesses attend at the disciplinary hearing provided that you provide sufficient advance notice of this request. You will be given the opportunity to respond to any information provided by a witness and to ask for specific relevant questions to be asked of the witness. You would not normally be permitted to question or cross-examine a witness except in exceptional circumstances and where a fair hearing could not take place otherwise.

The disciplinary hearing may be adjourned if it is necessary to carry out further investigations such as re-interviewing witnesses. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

Confirmation of the disciplinary decision, the reasons for it, and of the right of appeal will be given to you in writing within seven days of a disciplinary meeting (unless this time scale is not practicable, in which case it will be provided as soon as is practicable).

#### **6.7.6 Disciplinary Penalties**

No disciplinary penalty should be imposed without a disciplinary hearing.

The Company aims to treat all employees fairly and consistently. A penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent as each case will be assessed on its own merits.

Employees will not normally be dismissed for a first act of misconduct unless it amounts to gross misconduct or unless you have not yet completed your probationary period and/or 2 years' continuous service.

#### **6.7.7 Stage 1: Written Warning**

A written warning will normally be given for a first act of misconduct where there are no other active written warnings on your disciplinary record. You will be advised in writing of the reason for the written warning, the change in behaviour required, the period for which the warning will remain as active on your disciplinary record and your right of appeal. The written warning will explain the likely consequences of further misconduct during the active period. Written warnings will usually remain active for 12 months, after the active period it will remain on your personnel file but will be disregarded for the purposes of deciding the outcome of any future disciplinary hearings.

#### **6.7.8 Stage 2: Final Written Warning**

A final written warning will usually be given for (i) misconduct where there is already an active written warning on your disciplinary record or (ii) misconduct that the Company considers is sufficiently serious to warrant a final written warning despite there being no other active written warning on your disciplinary record or (iii) gross misconduct offences where there is sufficient mitigation to treat the case as warranting a disciplinary sanction short of dismissal. You will be advised in writing of the reason for the final written warning, the change in behaviour required, the period for which the warning will remain as active on your disciplinary record and your right of appeal. The final written warning will explain that the likely consequence of further misconduct during the active period is dismissal. Final written warnings will usually remain active for 18 months, after the active period it will remain on your personnel file but will be disregarded for the purposes of deciding the outcome of any future disciplinary hearings. In extremely serious cases of misconduct verging on gross misconduct a final written warning may remain active for longer than 18 months or indefinitely.

#### **6.7.9 Stage 3: Dismissal**

Dismissal will usually only be appropriate for (i) misconduct where there is already an active final written warning on your disciplinary record or (ii) any gross misconduct regardless of whether there are active warnings on your disciplinary record or (iii) any misconduct during your probationary period and/or the first 2 years of your employment. Gross misconduct will usually result in immediate dismissal without notice or pay in lieu of notice (summary dismissal). You will be advised in writing of the reason for dismissal, the date your employment will terminate and your right of appeal.

#### **6.7.10 Alternatives to Dismissal**

The Company reserves the right to consider alternatives to dismissal in appropriate circumstances. If an alternative to dismissal is imposed this will usually be accompanied by a final written warning. Examples of alternatives to dismissal include (without limitation) demotion, loss of seniority, reduction in pay, loss of future pay increment or bonus, transfer to another job or department, a period of suspension without pay.

### **6.7.11 Appeals**

You may appeal against any disciplinary action taken against you under this procedure and you may bring a companion to an appeal meeting.

An appeal should be made in writing, stating the full grounds of appeal, within seven days of the date on which the decision was sent to you.

If your appeal raises new matters we may need to carry out further investigations.

You will be given written notice of an appeal meeting which will be held as soon as reasonably practicable. You will be provided with written details of any new information which comes to light (for example as a result of further investigations) before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting and to respond to that information at the meeting before any decision is made.

The appeal meeting will normally be chaired by a more senior Manager or a Director and attended by a note-taker to take notes on behalf of the Company. You (or your companion) will also be permitted to take your own note of the meeting if desired. Where practicable, an appeal meeting will be conducted by a Manager senior to the individual who conducted the disciplinary hearing. Where possible the manager who hears the appeal will be impartial and have had no previous involvement in the disciplinary procedure.

The appeal meeting may involve a complete re-hearing of the matter or it may be a review of the fairness of the original decision in light of the procedure that was followed and any new evidence or information. The decision whether or not to call for a complete re-hearing is at the complete discretion of the Company.

The appeal meeting may need to be adjourned to allow further investigations to take place in relation to new points raised during the meeting. You will be provided with a reasonable opportunity to consider any new information or evidence obtained before the appeal meeting is reconvened.

Following the appeal meeting we may (i) confirm the original disciplinary decision, (ii) overturn the original disciplinary decision or (iii) substitute a different (but not more severe) disciplinary penalty. The final decision will be confirmed in writing, if possible within seven days of the appeal meeting. There will be no further right of appeal.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked and you will be reinstated with no loss of continuity or pay.

## **7. GRIEVANCE POLICY AND PROCEDURE**

### **7.1 Policy Statement**

The objective of the Grievance Procedure is to provide all employees with access to a procedure to help deal with any grievances relating to their employment.

We aim to deal with all grievances fairly, effectively and without unreasonable delay. Many grievances can be settled informally but in some cases the formal procedure will be deemed more appropriate or desirable.

This policy applies to employees. It does not apply to agency workers, consultants or self-employed contractors. The Company may deal with grievances from former employees using a difference procedure.

This policy does not form part of your contract of employment and we may amend it at any time. We will review the policy from time to time to ensure that it continues to reflect our legal obligations and the Company's organisational and business needs.

## **7.2 Work Related Grievances**

There are a variety of issues that employees may want to raise as grievances under this policy, these could include grievances related to work relations, discrimination, bullying and harassment, working practices, working environment, terms and conditions of employment or any other work related issue or complaint.

This grievance policy is not suitable for use in situations where you wish to complain about disciplinary action, sanctions or dismissal. In these situations a right of appeal is provided under the relevant policy or procedure.

If you wish to report illegal activities, wrongdoing or malpractice you should also refer to the separate Whistleblowing Policy. If you are directly affected by the matter in question or you feel victimised for an act of whistleblowing you may raise a grievance under this policy.

A copy of written grievances will be retained (in compliance with data protection principles) on the employee's personnel file along with a record of any decisions taken and relevant evidence.

## **7.3 Informal Discussions**

Wherever possible you are encouraged so seek to resolve grievances informally through discussions between you and your supervisor/manager. In appropriate situations, for example grievances concerning your supervisor/line manager, the informal grievance may be raised with an appropriate representative of the Company other than your direct supervisor/manager.

If you feel that your grievance is not suitable for resolution through informal discussions, or if informal resolution has been attempted and you remain unsatisfied, you should follow the formal procedure set out below.

A note of any informal discussion may be placed on your personnel file. Recommendations for mediation, counselling or other support or change may be made following informal discussions.

## **7.4 Formal Grievance Procedure**

If your grievance cannot be resolved informally it will be dealt with under the formal Grievance Procedure.

You should set out your grievance clearly in writing with a brief description of the complaint, relevant facts, dates and names of individuals involved. It will be helpful to state that you intend that the matter be handled under the formal Grievance Procedure.

The written grievance should be submitted to your Manager. If your grievance concerns your Manager you may submit it to the HR Officer instead.

The Company will usually undertake any necessary investigations after the grievance hearing but in appropriate cases it may be necessary to carry out investigations following receipt of the written grievance and before the grievance hearing takes place. You will be required to co-operate fully with such investigations by providing any information requested of you.

You are required to co-operate fully and promptly in any investigation. You should respond to questions, provide relevant documents and other evidence and attend investigation interviews when requested.

### **Right to be accompanied at meetings**

You may bring a companion to any grievance hearing or appeal hearing under this procedure. Your companion may be either a Trade Union Representative or a colleague. Their details must be given to the manager conducting the meeting, in good time before it takes place.

Employees are allowed reasonable time off from duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish.



We may at our discretion permit other companions (for example a family member) where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.

A companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during a meeting.

### Grievance Hearing

We will write to you to invite you to attend the grievance hearing. The grievance hearing will usually take place within 5 working days of receipt of your written grievance (unless this time scale is not practicable, in which case it will be held as soon as is practicable).

Unless it is impractical to do so, we will give you 2 days' written notice of the date, time and place of a grievance hearing. A reasonable opportunity for you to prepare for the hearing, and if required arranged for a companion to attend, will be provided.

You must take all reasonable steps to attend a grievance hearing. If you or your companion are unable to attend at the time specified you should inform us immediately so that we can schedule a suitable alternative time.

The grievance hearing will normally be chaired by your Manager and attended by a note-taker to take notes on behalf of the Company. You (or your companion) will also be permitted to take your own note of the meeting if desired.

The purpose of the grievance hearing is to allow you to explain your grievance and what resolution you are seeking. Where necessary you will be asked for further detail or explanation to allow any investigations to be conducted.

The grievance hearing may be adjourned if it is necessary to carry out further investigations, the grievance hearing may then be reconvened if necessary. The investigation will be conducted without unreasonable delay.

Confirmation of the decision on the grievance outcome, the reasons for it and details of any actions that will be taken to resolve the grievance will be given to you in writing within 7 days of a concluded grievance hearing (unless this time scale is not practicable, in which case it will be provided as soon as is practicable). The written outcome will also remind you of your right of appeal.

### Appeals

You may appeal against any grievance outcome decision under this procedure and you may bring a companion to an appeal meeting.

An appeal should be made in writing, stating the full grounds of appeal, within 7 days of the date on which the decision was sent to you.

If your appeal raises new matters we may need to carry out further investigations.

You will be given written notice of the date, time and place of the appeal meeting. The grievance appeal meeting will usually take place within 7 days of receipt of your written appeal (unless this time scale is not practicable, in which case it will be held as soon as is practicable).

The appeal meeting will normally be chaired by a different manager or a Director and attend by a note-taker to take notes on behalf of the Company. You (or your companion) will also be permitted to take your own note of the meeting if desired. Where practicable, an appeal meeting will be conducted by a Manager senior to the individual who conducted the grievance hearing. Where possible the manager who hears the appeal will be impartial and have had no previous involvement in the grievance procedure.

The appeal meeting may involve a complete re-hearing of the matter or it may be a review of the fairness of the original decision in light of the procedure that was followed and any new evidence or information. The decision whether or not to call for a complete re-hearing is at the complete discretion of the Company.

The appeal meeting may need to be adjourned to allow further investigations to take place in relation to new points raised during the meeting.

Following the appeal meeting we will provide the final decision in writing, if possible within 7 days of the appeal meeting. There will be no further right of appeal.

## **7.5 Confidentiality**

The Company will endeavour to deal with any grievance matter sensitively and with due respect for the privacy of any individuals involved. All employees must keep confidential any information they receive in connection with an investigation or grievance matter.

You and anyone accompanying you (including witnesses) must not make audio or electronic recordings of any meetings or hearings conducted under the Grievance Procedure without express prior authorisation.

## **8. PERFORMANCE MANAGEMENT POLICY AND PROCEDURE**

### **8.1 Introduction**

The primary aim of this Performance Management Policy is to provide a framework within which we can work with you to maintain satisfactory performance standards and to encourage improvement where necessary. This policy is not intended to cover situations involving misconduct or genuine sickness absence.

We are committed to ensuring that performance concerns are dealt with fairly and appropriately. Where it is deemed necessary to consider formal action we will first take steps to establish the facts and allow you and opportunity to respond.

The Company recognises that poor performance may in some cases be related to a disability. At all times the Company will comply with its duty to consider reasonable adjustments for disabled employees, this may include reasonable adjustments to working arrangements, duties, equipment or this policy itself.

This policy applies to all employees with at least 2 years' continuous service. Employees with less than 2 years' continuous service may be subject to an amended performance capability procedure at the discretion of the Company.

This policy does not form part of your contract of employment and we may amend it at any time. We will review the policy from time to time to ensure that it continues to reflect our legal obligations and the Company's organisational and business needs.

### **8.2 Informal Discussions**

We will normally seek to resolve minor performance issues informally through discussions between you and your line manager/supervisor. In appropriate situations the informal discussion may be conducted by a representative of the Company other than your direct line manager/supervisor.

Minor performance issues will be raised with you when necessary and whenever there is cause for concern. The Company is not obliged to give you any advance notice of an intention to have an informal discussion with you regarding minor performance issues.

A note of any informal discussion may be placed on your personnel file but will not be taken into account in any future formal procedure. In some cases, an informal verbal warning may be given.

The purpose of the informal discussion may be to clarify the required work standards and level of performance required of you, identify areas of concern, establish the likely causes of poor performance and set targets for improvement and a time-scale for review. Recommendations for additional training or counselling may be made following informal discussions.

If minor performance issues are not resolved following informal discussions it may be necessary to invoke the formal Performance Capability Procedure.

The Company is not obliged to hold informal discussions prior to commencing the formal Performance Capability Procedure in cases of more serious alleged performance issues.

### **8.3 Confidentiality**

The Company will endeavour to deal with any performance issues sensitively and with due respect for the privacy of any individuals involved. All employees must keep confidential any information they receive in connection with an investigation or performance management process.

Witnesses may provide evidence relevant to performance capability proceedings against employees. The Company will normally disclose the names of the witnesses unless there is good cause (in the opinion of the Company) to keep the witness's identity confidential.

### **8.4 Procedure**

#### **8.4.1 Investigations**

The Company may decide to conduct an investigation in relation to any performance concerns before deciding whether or not to proceed with a formal performance capability hearing. The purpose of the investigation will be to establish a fair and balanced view of the facts. The extent and length of any investigation will depend on the particular circumstances of the case and the nature of the performance concerns.

Investigation meetings are solely for the purpose of fact-finding and no decision on sanctions will be taken until after a performance capability hearing has taken place.

There is no right to be accompanied by a companion at an investigation meeting. We may at our discretion permit you to be accompanied by a companion where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.

You are required to co-operate fully and promptly in any investigation. You should respond to questions, provide relevant documents and other evidence and attend investigation interviews when requested.

#### **8.4.2 Right to be accompanied at meetings**

You may bring a companion to any hearing or appeal hearing under this procedure. Your companion may be either a Trade Union Representative or a colleague. Their details must be given to the manager conducting the meeting, in good time before it takes place.

Employees are allowed reasonable time off from duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish.

We may at our discretion permit other companions (for example a family member) where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.

A companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during a meeting.

### **8.4.3 Notification of Performance Capability Hearing**

Where we consider that there are grounds for formal action you will be invited to attend a performance capability hearing. You will receive written notification setting out the performance concerns, the basis or reasons for those concerns (including copies of any documentary evidence or witness statements available) and details of the potential consequences if we decide after the performance capability hearing that your performance is unsatisfactory.

Unless it is impractical to do so, we will give you two days' written notice of the date, time and place of a performance capability hearing. A reasonable opportunity for you to consider the information provided and prepare your case will be provided.

You must take all reasonable steps to attend a performance capability hearing. Failure to do so without good reason may be treated as misconduct. If you or your companion are unable to attend at the time specified you should inform us immediately so that we can schedule a suitable alternative time.

### **8.4.4 Performance Capability Hearing**

The performance capability hearing will normally be chaired by your direct supervisor or manager and attended by a note-taker to take notes on behalf of the Company. You (or your companion) will also be permitted to take your own note of the meeting if desired.

The performance capability hearing will involve presenting you with details of the performance concerns and the evidence that is relevant to those concerns. You will be given a full and fair opportunity to respond, make representations, ask questions and present any relevant evidence of your own.

You may request that relevant witnesses attend at the performance capability hearing provided that you provide sufficient advance notice of this request. You will be given the opportunity to respond to any information provided by a witness and to ask for specific relevant questions to be asked of the witness. You would not normally be permitted to question or cross-examine a witness except in exceptional circumstances where a fair hearing could not take place otherwise.

The performance capability hearing may be adjourned if it is necessary to carry out further investigations such as re-interviewing witnesses. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

Confirmation of the decision, the reasons for it, and of the right of appeal will be given to you in writing with seven days of a performance capability hearing (unless this time scale is not practicable, in which case it will be provided as soon as is practicable).

### **8.4.5 Sanctions for Unsatisfactory Performance**

No sanction or penalty should be imposed without a performance capability hearing.

The Company aims to treat all employees fairly and consistently. A sanction imposed on another employee for similar performance concerns will usually be taken into account but should not be treated as a precedent as each case will be assessed on its own merits.

Employees will not normally be dismissed for a first occasion of unsatisfactory performance unless it amounts to a gross misconduct offence or unless you have not completed 2 years' continuous service.

### **8.4.6 Stage 1: Written Warning**

A written warning will normally be given for a first occasion of unsatisfactory performance where there are no other active warnings under this performance capability procedure.

You will be advised in writing of the reason for the written warning including the areas where you have failed to meet the necessary performance standards, the improvements required, any measures which will be taken with a view to improving performance, the period for review, the period for which the warning

will remain as active on your performance record and your right of appeal. The written warning will explain the likely consequences of failure to improve to the necessary standards during the review period, or of further unsatisfactory performance during the active period.

Your performance will be monitored during the review period and you will be informed in writing whether (a) your performance has been satisfactory during the review period and therefore no further action will be taken but your written warning remains active, (b) your performance has been unsatisfactory during the review period and therefore you will progress immediately to the next stage of the performance capability procedure or (c) your performance has improved significantly but is still unsatisfactory so as to warrant extending the review period to allow further opportunity to improve and demonstrate satisfactory performance.

Written warnings will usually remain active for 12 months, after the active period it will remain permanently on your personnel file but will be disregarded for the purposes of deciding the outcome of any future performance capability hearings.

#### **8.4.7 Stage 2: Final Written Warning**

A final written warning will usually be given for (i) failure to improve to the necessary standard during the review period set out in a written warning (ii) a further occasion of unsatisfactory performance during the period where an existing written warning is active or (iii) unsatisfactory performance which the Company considers is sufficiently serious to warrant a final written warning despite there being no other active written warning on your performance record.

You will be advised in writing of reason for the final written warning including the areas where you have failed to meet the necessary performance standards, the improvements required, any measure which will be taken with a view to improving performance, the period for review, the period for which the warning will remain as active on your performance record and your right of appeal. The final written warning will explain that the likely consequence of failure to improve to the necessary standards during the review period or of further unsatisfactory performance during the active period is dismissal.

Your performance will be monitored during the review period and you will be informed in writing whether (a) your performance has been satisfactory during the review period and therefore no further action will be taken but your final written warning remains active, (b) your performance has been unsatisfactory during the review period and therefore you will progress immediately to the next stage of the performance capability procedure or (c) your performance has improved significantly but is still unsatisfactory so as to warrant extending the review period to allow further opportunity to improve and demonstrate satisfactory performance.

Final written warnings will usually remain active for 18 months, after the active period it will remain permanently on your personnel file but will be disregarded for the purposes of deciding the outcome of any future performance capability hearings. In extremely serious cases of unsatisfactory performance a final written warning may remain active for longer than 18 months or indefinitely.

#### **8.4.8 Stage 3: Dismissal**

Dismissal will usually only be appropriate for (i) failure to improve to the necessary standard during the review period set out in a final written warning (ii) a further occasion of unsatisfactory performance during the period where an existing final written warning is active (iii) unsatisfactory performance which the Company considers is grossly negligent so as to warrant dismissal despite there being no other active written warning on your performance record or any unsatisfactory performance during the first 2 years of your employment.

You will be advised in writing of the reason for dismissal, the date your employment will terminate and your right of appeal. In cases of gross negligence which amount to gross misconduct this will usually result in immediate dismissal without notice or pay in lieu of notice (summary dismissal).

Alternatives to dismissal – the Company reserves the right to consider alternatives to dismissal in appropriate circumstances. If an alternative to dismissal is imposed this will usually be accompanied by

a final written warning or extension to an existing final written warning. Examples of alternatives to dismissal include (without limitation) demotion, loss of seniority, reduction in pay, loss of future pay increment or bonus, transfer to another job or department, a period of suspension without pay.

#### **8.4.9 Appeals**

You may appeal against any formal action taken against you under the performance capability procedure and you may bring a companion to an appeal meeting.

An appeal should be made in writing, stating the full grounds of appeal, within seven days of the date on which the decision was sent to you.

If your appeal raises new matters we may need to carry out further investigations.

You will be given written notice of an appeal meeting which will be held as soon as reasonably practicable. You will be provided with written details of any new information which comes to light (for example as a result of further investigations) before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting and to respond to that information at the meeting before any decision is made.

The appeal meeting will normally be chaired by a Senior Manager or Director and attended by a note-taker to take notes on behalf of the Company. You (or your companion) will also be permitted to take your own note of the meeting if desired. Where practicable, an appeal meeting will be conducted by a manager senior to the individual who conducted the performance capability hearing. Where possible the manager who hears the appeal will be impartial and have had no previous involvement in the performance capability procedure.

The appeal meeting may involve a complete re-hearing of the matter or it may be a review of the fairness of the original decision in light of the procedure that was followed and any new evidence or information. The decision whether or not to call for a complete re-hearing is at the complete discretion of the Company.

The appeal meeting may need to be adjourned to allow further investigations to take place in relation to new points raised during the meeting. You will be provided with a reasonable opportunity to consider any new information or evidence obtained before the appeal meeting is reconvened.

Following the appeal meeting we may (i) confirm the original decision, (ii) overturn the original decision or (iii) substitute a different (but not more severe) sanction. The final decision will be confirmed in writing, if possible within seven days of the appeal meeting. There will be no further right of appeal.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked and you will be reinstated with no loss of continuity or pay.

## **B: STATUTORY BENEFITS/WORK LIFE BALANCE**

### **1. MATERNITY LEAVE AND PAY POLICY**

#### **Key to Abbreviations:**

AWC	Actual Week of Childbirth – the week in which the baby is born
EWC	Expected Week of Childbirth – the week, beginning on a Sunday, in which the baby is likely to be born.
MAT B1	A certificate issued by your Doctor/Midwife illustrating the expected date of childbirth
MLP	Maternity Leave Period – the time absent from work.
QW	Qualifying Week for SMP – this is the beginning of the 15 <sup>th</sup> week before EWC.
SMP	Statutory Maternity Pay
OML	Ordinary Maternity Leave
AML	Additional Maternity Leave

#### **1.1 Introduction**

This section sets out our current Maternity Leave and Pay Policy which is intended to reflect the statutory maternity provisions and provides guidelines only. If there is any conflict between this Policy and the statutory provisions, the latter will prevail. This policy applies to employees only and does not apply to agency workers or self-employed contractors. This policy does not form part of any employee's contract of employment and may be amended at any time.

Current Government advice and guidance is available at:

<http://www.direct.gov.uk/en/Parents/Moneyandworkentitlements/WorkAndFamilies/Pregnancyandmaternityrights/index.htm>

You are entitled to maternity leave and pay in accordance with the current statutory provisions. If you become pregnant, you should notify your Manager, Supervisor or HR at an early stage so that your entitlements and obligations can be explained to you.

Please note that the current statutory provisions do not apply to commissioning mothers in surrogacy arrangements.

Please note that references to a 'week' are references to a seven-day period beginning with a Sunday (unless the context otherwise requires).

These are guidance notes only and include a summary of complex law which may change from time to time. The notes deal with issues which commonly affect employees but may not be applicable to all personal circumstances. Please contact your Manager, Supervisor or HR if you have any individual queries.

#### **1.2 Maternity Leave**

##### **1.2.1 Ordinary Maternity Leave (OML)**

Provided the conditions under Notification Requirements (see below) are satisfied all female employees are entitled to 26 weeks' OML. You can take up to 11 weeks of your OML before your expected week of childbirth (EWC).

You should note that health and safety regulations prohibit us from allowing employees who have given birth to return to work in the two week period beginning with the day of childbirth. This is known as the Compulsory Maternity Leave period (CML).

Refer to Start of Ordinary Maternity Leave below for further details regarding the commencement of OML.

### **1.2.2 Additional Maternity Leave (AML)**

Provided the conditions under Notification Requirements (see below) are satisfied all female employees are also entitled to 26 weeks' AML, beginning on the day immediately following the day on which your OML ends. This means you are entitled to take up to 52 weeks' maternity leave (OML and AML) in total.

### **1.3 Notification Requirements**

In order to qualify for maternity leave, you should notify your Manager, Supervisor or HR that you are pregnant, in or before the 15<sup>th</sup> week before your EWC. You should also discuss with your Manager/Supervisor the date of your EWC and when you intend to commence your OML. If you wish to vary the date of commencement of OML, you must give us written notice of at least 28 days, or, if that is not reasonably practicable, as soon as is reasonably practicable. We will write to you within 28 days of receipt of your notice to confirm your expected date of return from AML.

You will also be asked to produce for inspection, a certificate from a registered medical practitioner or registered midwife stating your EWC – this is called a MAT B1. You will need this to claim SMP or Maternity Allowance.

Your Manager/Supervisor/HR will be able to help with any queries you may have about your maternity entitlement.

If you do not comply with the notification requirements listed above, you may lose your entitlement to maternity leave.

### **1.4 Maternity Pay**

If you have been employed by us for at least 26 weeks at the 15<sup>th</sup> week before your EWC and your average earnings exceed the lower earnings limit, you will be entitled to be paid statutory maternity pay (SMP) at the following rates, provided you comply with the SMP notification requirements:

- a) For the first six weeks of your maternity leave – 90% of your average weekly earnings (higher rate SMP). It is equivalent to 90% of your average weekly earnings for the period of eight weeks up to and including the QW.
- b) For the following 33 weeks – SMP at the current statutory rate (lower rate SMP) or 90% of your average weekly earnings, if lower, calculated over the period of eight weeks up to and including the QW if this is lower than the Government's set weekly rate.

For further information about your entitlement, please contact your Manager/Supervisor/HR.

SMP is subject to Income Tax and National Insurance deductions in the same way as your normal pay.

If you have been employed for less than 26 weeks at the 15<sup>th</sup> week before your EWC, you may be entitled to receive a maternity allowance. This is paid to you by the Department for Work and Pensions for 39 weeks at the current statutory rate. Any claim for Maternity Allowance should be made using Form MA1 - <https://www.gov.uk/maternity-allowance/how-to-claim>.

If you are on maternity leave for more than 39 weeks, the right to receive any statutory maternity pay ends after 39 weeks. Subject to Keeping in Touch Days (see below), maternity pay will also cease once you return to work.



## **1.5 Annual Leave Entitlement**

Annual leave entitlement will accrue during maternity leave.

For the avoidance of doubt, please note that you will not be able to take annual leave whilst on maternity leave.

## **1.6 Pension Scheme**

Your pension contributions will be paid into the scheme during OML and during any part of paid AML. Employee contributions will be based on SMP received. Employer contributions will be based on the salary you would have received had you not gone on maternity leave.

Alternatively, you can request that your employee contributions are maintained at the existing level of contribution paid prior to your period of OML commencing, subject to you complying with the relevant Pension Scheme and HMRC rules relating to maximum contributions allowed under such arrangements.

After the period of paid maternity leave has ended, your contributions will cease. Upon returning to work you will have the option of paying the pension contributions you would have paid had you been working; in this case, the period for which you pay contributions will count as pensionable service.

## **1.7 Other Benefits**

All contractual benefits (except for salary) will continue to be provided during both OML and AML.

## **1.8 Ante-natal Appointments**

All female employees, regardless of their length of service, will be entitled to reasonable time off with full pay to attend ante-natal clinics or to receive ante-natal care. In order to exercise this entitlement, you must have an ante-natal care appointment on the advice of a Doctor, Midwife or Health Visitor. The relevant Doctor's certificate or evidence of medical appointments must be provided on request.

You should arrange ante-natal care appointments for times that will cause minimum disruption to your work and department.

## **1.9 Start of Ordinary Maternity Leave (OML)**

Your OML will normally start on the date that you have notified the Company that you intend to start your leave. Paid maternity leave cannot start earlier than the 11<sup>th</sup> week before the EWC.

If, however, you are absent from work wholly or partly because of pregnancy after the beginning of the 4<sup>th</sup> week before the EWC (and you have not already started your planned maternity leave), your OML will start on the day after the first day of absence. In such a case, sick pay (if entitled) will cease and maternity pay will start to be paid. If you are ill for a non-pregnancy related reason, you may remain on sick leave until the baby is born or, if you have already notified us of your start date of maternity leave that is the date when you will receive your maternity pay.

If your period of OML has not started by virtue of the above provisions when childbirth occurs, then it will start with the day after the day of childbirth.

## **1.10 Contact During Maternity Leave**

Shortly before your maternity leave starts, your Manager/Supervisor will discuss the arrangements for you to keep in touch during your maternity leave, should you wish to do so.

We reserve the right in any event to maintain reasonable contact with you from time to time during your maternity leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

### **1.11 Keeping in Touch Days**

Except during the first two weeks beginning with the day of childbirth, you may agree to work for us for up to a maximum of ten days during either your OML or AML without that work bringing the period of your maternity leave to an end and without loss of a week's SMP. These are known as 'keeping in touch' days. Any work that you agree to carry out on a keeping in touch day constitutes a day's work for these purposes.

We have no right to require you to carry out any work, and you have no right to undertake any work, during your maternity leave. Any work undertaken is entirely a matter of agreement between the Company and you. Salary will be paid at your normal rate for the exact hours worked. Any keeping in touch days that you do work do not extend the total period of your maternity leave. Once the ten keeping in touch days have been used up, you would lose a week's SMP for any week in which you agree to work for Plastica during your maternity leave.

### **1.12 Date of Return to Work**

You do not need to give confirmation of your intention to return to work at the end of your period of AML. This will be assumed. If, however, you wish to return before the end of the period of AML (which includes returning during or at the end of your period of OML), you must give at least eight weeks' written notice in advance.

You should note that health and safety regulations prohibit us from allowing you to return to work until two weeks after your baby is born.

### **1.13 Transfer of Maternity Leave**

If you propose to return to work early without using your full 52 week entitlement to maternity leave, you may be eligible to transfer the remainder of your untaken maternity leave entitlement (and any outstanding SMP) to a shared pot that can be used by you or your spouse, civil partner or cohabiting partner, or the father of your child as shared parental leave (and shared parental leave pay) once you have brought your maternity leave to an end.

The earliest that shared parental leave may commence is two weeks after the birth and it must end no later than 12 months after the date of birth. If you wish to exercise your right to shared parental leave then you will need to meet the eligibility requirements for doing so and follow the notification requirements in place. Please see our Shared Parental Leave Policy for further details.

### **1.14 Rights After Return to Work**

If you resume work after OML you are entitled to return to the same job on the same Terms and Conditions as if you had not been absent, unless a redundancy situation has arisen.

If you return to work after AML you are also entitled to return to the same job on the same Terms and Conditions as if you had not been absent, unless a redundancy situation has arisen. If, however, there is some reason other than redundancy why it is not reasonably practicable for you to be taken back in your original job, you are entitled to be offered suitable alternative work.

### **1.15 Failure to Return to Work**

Except where you are ill and have followed the normal Procedures in relation to sickness absence, should you fail to return to work at the end of your maternity leave, you will be treated in the same way as any other employee who has failed to return to work after a period of authorised absence and consequently may be subject to disciplinary proceedings which could result in your summary dismissal.

## **1.16 Suspension on Grounds of Health & Safety**

Where, on pregnancy grounds, it is not safe for you to continue in your normal job, you will either be offered suitable alternative work, if available, or suspended on maternity grounds on full pay. These situations are covered by health and safety regulations.

## **1.17 Working Comfortably**

Under the Health & Safety at Work Act 1974 and other health and safety regulations, everyone is responsible for ensuring their environment is healthy and safe. This may need a little extra thought when you are pregnant.

A risk assessment of your work station will be carried out by your Manager/Supervisor. Your workplace will be re-arranged, as far as is reasonably practicable, so that you do not have to bend or stretch unduly, to ensure that there are no obstructions you could bump into, and to ensure that you are working in a comfortable and safe environment.

If you are concerned about the nature of the job you are doing, then speak to your Manager or Supervisor.

## **1.18 Request for Flexible Working**

Please refer to the Flexible Working Policy in Part Two of this Handbook for details on how to apply for a flexible working arrangement.

Should we agree to you returning to a flexible working arrangement, then we will set out the Terms and Conditions in a letter to you.

## **1.19 Termination of Employment**

If you do not wish to return to work following the end of your maternity leave (or indeed wish your employment to terminate during your maternity leave), please note that you are still required to give us notice of your intention to resign from your position, in line with your contractual notice period.

# **2. ADOPTION LEAVE AND PAY POLICY**

## **2.1 Introduction**

This Section sets out our current Adoption Leave and Pay Policy which is intended to reflect the statutory provisions and provides guidelines only. If there is any conflict between this Policy and the statutory provisions, the latter will prevail.

These notes are for guidance purposes only. They include a summary of complex law which may change from time to time. The notes deal with issues which commonly affect employees but may not be applicable to all personal circumstances.

## **2.2 Ordinary Adoption Leave (OAL) and Additional Adoption Leave (AAL)**

The period of OAL is 26 weeks, and the period of AAL is a further 26 weeks and is available for employees who have been notified as having been matched by an Adoption Agency with a child (under 18 years) for the purposes of adoption, as well as individuals fostering under the Fostering for Adoption Scheme, and to surrogate parents who are, or expect to be, the parent of a child under a parental order.

There is no minimum period of qualifying service in order to be entitled to OAL or AAL. After leave has commenced, should the placement of the child end for some reason, then the OAL will end eight weeks after that date.

If you are eligible for OAL, then you are also eligible for AAL, which, if taken, must commence the day after the period of OAL has ended.

OAL and AAL are available to both male and female employees, provided you have not elected to take paternity leave, or your spouse/civil partner/partner has not elected to take OAL or AAL.

### **2.3 Notification Requirements**

In order to qualify for adoption leave you must notify your Supervisor/Manager within seven days of being advised by the Adoption Agency that there has been a match with a child.

You must also produce a signed and dated 'Matching Certificate' provided by the Adoption Agency.

For parents who qualify for OAL as a result of a surrogacy arrangement; you must notify your Supervisor/Manager by the end of the 15th week before the expected week of childbirth (EWC) that you intend to take OAL, and specify the EWC. The Manager may request a parental statutory declaration, which is a statutory declaration that the employee fulfils the criteria for a "parental order parent".

### **2.4 Time Off to Attend Adoption Appointments**

The primary adopter is entitled to paid time off to attend up to five adoption appointments. The secondary adopter will also be entitled for unpaid time off to attend up to two adoption appointments.

### **2.5 Statutory Adoption Pay (SAP)**

If you have been employed for at least 26 weeks up to and including the week the Adoption Agency told you that you had been matched with a child for adoption and your average earnings exceed the lower earnings limit, you will be entitled to be paid statutory adoption pay (SAP) at the following rate:

- (a) For the first six weeks of your adoption leave - 90% of your average weekly earnings (higher rate SAP).
- (b) For the following 33 weeks - SAP at the current statutory rate (lower rate SAP) or 90% of your average weekly earnings, if lower.

SAP is available to both male and female employees, so long as you have not elected to receive ordinary statutory paternity pay or your spouse/civil partner/partner has not elected to receive SAP.

For further information about your entitlement, please contact your Supervisor/Manager.

SAP is subject to Income Tax and National Insurance deductions in the same way as your normal pay.

If you are on adoption leave for more than 39 weeks, the right to receive any SAP ends after 39 weeks. Subject to Keeping in Touch Days (see below), SAP will also cease once you return to work.

### **2.6 Contact During Adoption Leave**

Shortly before your adoption leave starts, your Supervisor/Manager will discuss the arrangements for you to keep in touch during your adoption leave, should you wish to do so.

We reserve the right in any event to maintain reasonable contact with you from time to time during your adoption leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

### **2.7 Keeping in Touch Days**

You may agree to work for the Company for up to a maximum of ten days during either your OAL or AAL without that work bringing the period of your adoption leave to an end and without loss of a week's SAP. These are known as 'keeping in touch' days. Any work that you agree to carry out on a keeping in touch day constitutes a day's work for these purposes.

We have no right to require you to carry out any work, and you have no right to undertake any work, during your adoption leave. Any work undertaken is entirely a matter of agreement between the Company and you. Salary will be paid at your normal rate for the hours worked. Any Keeping in Touch Days that you do work do not extend the total period of your adoption leave. Once the ten Keeping in Touch Days have been used up, you would lose a week's SAP for any week in which you agree to work for the Company during your adoption leave.

## **2.8 Transfer of Adoption Leave**

If you propose to return to work early without using your full 52-week entitlement to adoption leave you may be eligible to transfer the remainder of your untaken adoption leave entitlement (and outstanding SAP) to a shared pot that can be used by you or your spouse, civil partner or cohabiting partner, if they have been matched with the child for adoption, to be taken by either parent (either separately or together) as shared parental leave (and shared parental leave pay) once you have brought your adoption leave to an end.

The earliest that shared parental leave may commence is 2 weeks after the date of placement and it must end no later than 12 months after the date of placement. If you wish to exercise your right to shared parental leave then you will need to meet the eligibility requirements for doing so and follow the notification requirements in place.

## **3. PATERNITY LEAVE AND PAY POLICY**

### **3.1 Introduction**

This Section sets out our current Paternity Leave and Pay Policy which is intended to reflect the statutory paternity provisions and provides guidelines only. If there is any conflict between this Policy and the statutory provisions, the latter will prevail. This policy applies to employees only and does not apply to agency workers or self-employed contractors. This policy does not form part of any employee's contract of employment and may be amended at any time.

Current Government advice and guidance is available at: <https://www.gov.uk/paternity-pay-leave/overview>

You are entitled to ordinary paternity leave and pay in accordance with the current statutory provisions. Please note that references to a 'week' are references to a seven day period beginning with a Sunday (unless the context requires otherwise).

These notes are for guidance purposes only. They include a summary of complex law which may change from time to time. The notes deal with issues which commonly affect employees but may not be applicable to all personal circumstances. Guidance notes are not a substitute for individual advice and we are available to assist with individual queries.

If you have any queries concerning your paternity benefits, please contact your Supervisor/Manager.

### **3.2 Eligibility for Paternity Leave**

Paternity Leave is available in respect of a child born, or matched for adoption. You are not entitled to take both Paternity Leave and Adoption Leave.

Employees are entitled to take Paternity Leave if they:

- have worked continuously for Plastica for 26 weeks calculated as at the Qualifying Week (15<sup>th</sup> week before the expected week of childbirth, or, in respect of an adopted child, calculated as at the week in which the child's adopter is notified of having been matched with the child. have, or expect to have, responsibility for the child's upbringing).
- Are the biological father of the child, or are married to, the civil partner of or living in an enduring family relationship with the mother or the adopter;

- Expect to have the main responsibility (with the mother or adopter) for the child's upbringing, or are the biological father and expect to have some responsibility for the child's upbringing;
- Have not already taken Shared Parental Leave, Adoption Leave or paid time off to attend adoption appointments in respect of the same child; and
- Intend to take the leave for the purposes of caring for the child or supporting the mother or adopter.

### **3.3 Duration of Paternity Leave**

The maximum Paternity Leave period is two weeks. Leave must be taken in a single block of one or two weeks, it cannot be taken in odd days. The earliest that Paternity Leave can start is the date of birth or the date of placement in adoption cases and it must be taken within 56 days of those dates.

Paternity Leave can start on any day of the week on or following the child's birth or placement for adoption.

### **3.4 Statutory Paternity Pay**

If you have been employed by Plastica for at least 26 weeks at the Qualifying Week (QW), your average earnings during the eight weeks preceding the QW exceed the lower earnings limit and you comply with the SPP notification requirements you will be entitled to SPP. SPP is paid at 90% of your average weekly earnings or the current statutory rate, whichever is lower.

SPP is subject to deductions of Income Tax and National Insurance deductions in the same way as your normal pay.

### **3.5 Notification of Paternity Leave**

In order to qualify for Paternity Leave, you should notify your Manager/Supervisor in or before the QW (15<sup>th</sup> week before the expected week of childbirth or, in the case of an adopted child, no later than seven days after the date on which notification of the match with the child was given by the adoption agency), unless this is not reasonably practicable.

You need to tell us in writing:

- The date the child is expected to be born or adopted – the EWC or expected week of placement.
- The date you would like your ordinary paternity leave to start (this can be the date of birth or placement, a chosen date after the birth or placement or a date a specific number of days following the birth or placement) and;
- Whether you wish to take one or two weeks' ordinary Paternity Leave.

A completed self-certification form – an SC3 form issued by HMRC (form can be found online or is available on our Intranet Site in the HR section) would give us all the information we require.

In the case of an adopted child, the notice should also specify the date on which the adopter was notified of having been matched with the child.

You are permitted to bring forward the Paternity Leave start date, provided you have advised us as soon as reasonably practicable. You may also postpone the ordinary Paternity Leave start date, provided you advise us as least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

If you do not comply with the notification requirements listed above, you may lose your entitlement to paternity leave.

### **3.6 Rights During and Following Paternity Leave**

Annual leave entitlement will accrue during Paternity Leave. For the avoidance of doubt, please note that you will not be able to take annual leave whilst on Paternity Leave.

Your pension contributions will be paid into the scheme during Paternity Leave. Employee contributions will be based on SPP received. Employer contributions will be based on the salary you would have received had you not gone on paternity leave.

All contractual benefits (except for salary) will continue to be provided during paternity leave.

If you resume work after Paternity Leave you are entitled to return to the same job on the same terms and conditions as if you had not been absent. However, if you have taken Paternity Leave after a period of Parental Leave of more than four weeks, and it is not reasonably practicable for you to return to the same job, we will offer you a suitable and appropriate alternative.

Except where you are ill and have followed the normal procedures in relation to sickness absence, should you fail to return to work at the end of your Paternity Leave, you will be treated in the same way as any other employee who has failed to return to work after a period of authorised absence and consequently may be subject to disciplinary proceedings which could result in your summary dismissal.

If you do not wish to return to work following the end of your Paternity Leave, please note that you are still required to give us notice of your intention to resign from your position, in line with your contractual notice period.

### **3.7 Shared Parental Leave (SPL)**

Shared Parental Leave is designed to give parents greater flexibility in order to care for their child in its first year following birth or placement for adoption. Individuals taking SPL may also be entitled to receive Shared Parental Pay (ShPP).

For further information on any entitlements to SPL and ShPP please refer to our Shared Parental Leave Policy.

## **4. SHARED PARENTAL LEAVE POLICY**

Key to abbreviations and definitions

EWC	Expected Week of Childbirth - the week, beginning on a Sunday, in which the baby is likely to be born.
Parent(s)	One of two people who will share the main responsibility for the child's upbringing (either the mother, father or mother's Partner).
Partner	Your spouse, civil partner or someone living with you in an enduring family relationship but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.
Qualifying Week	In relation to the birth of a child, this is the fifteenth week before the EWC. In relation to the adoption of a child, this is the week the adoption agency notifies you that you have been matched with a child for adoption.
SPL	Shared Parental Leave

Please note that references given below to a 'week' are references to a seven-day period beginning with a Sunday (unless the context otherwise requires).

### **4.1 Introduction**

This Policy outlines the arrangements for SPL in relation to both the birth and adoption of a child. This Policy is intended to reflect the statutory SPL provisions and provides guidelines only. If there is any conflict between this Policy and the statutory provisions, the latter will prevail.

Current Government advice and guidance is available at: <https://www.gov.uk/shared-parental-leave-and-pay/overview>

This Policy applies to employees; it does not apply to agency workers or self-employed contractors.

This Policy includes a summary of complex law which may change from time to time.

## **4.2 Purpose of SPL**

The purpose of SPL is to provide working Parents with greater flexibility in how to share the care of their child in the first year after birth or placement for adoption. The mother or primary adopted must bring their maternity/adoption leave to an end early and the balance of the leave can then be converted to SPL. Assuming that both parents are eligible, you will be able to choose how to split the available leave between you and can decide to be off work at the same time or at different times. You may also be able to take more than one block of leave.

Where only one Parent is eligible for SPL then they may still be able to take this where the other Parent is economically active (see below).

If you have any queries concerning your entitlement to SPL, please contact your Supervisor/Manager.

## **4.3 Entitlement to Shared Parental Leave**

In relation to the birth of a child, you will be entitled to SPL if you are either: the mother, the father or the mother's Partner and you share the main responsibility for the care of the child. Either you or your Partner must qualify for statutory maternity leave, maternity pay or maternity allowance. If you are the mother of the child, you cannot start SPL until after the compulsory maternity leave period which lasts for two weeks after the birth.

In relation to the adoption of a child, you will be entitled to SPL if an adoption agency has placed a child with you and/or your Partner and you intend to share the main responsibility for the care of the child. Either you or your Partner must qualify for statutory adoption leave and/or statutory adoption pay and must take at least two weeks of adoption leave and/or pay.

In relation to both the birth/adoption of a child, the following conditions must also be satisfied:

- (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- (b) the other Parent must have worked in at least 26 of the 66 weeks before the EWC in relation the birth of a child or the Qualifying Week in relation to an adoption and have had average weekly earnings of at least £30 during 13 of those weeks (**this is the requirement to be economically active**); and
- (c) you and the other Parent must give the necessary statutory notices and declarations as summarised below.

The total amount of SPL available is 52 weeks, less the weeks of maternity leave or adoption leave which either Parent has taken. However, any time spent on paternity leave is a separate entitlement and will not be deducted from the 52 weeks available.

All SPL must be taken in the first 12 months following birth or the first 12 months following placement for adoption.

## **4.4 Evidence of entitlement**

You may be required to provide to us, on request, evidence of your entitlement to SPL. Examples of evidence which we may request are as follows:

- (a) a copy of the birth certificate or a signed declaration of the child's date and place of birth;
- (b) one or more of the documents from the adoption agency identifying the agency's name and address and the expected placement date;
- (c) the name and address of the other Parent's employer.



## 4.5 Taking SPL

There is no obligation to take SPL. If you wish to exercise your right to do so then you will need to comply with certain notification requirements. As an employee your obligations are to us as your employer, if the other Parent also intends to take SPL they will need to meet certain obligations to their own employer and they should seek further advice from them in respect of this.

## 4.6 Required Notices

No less than **eight weeks** before the date you intend your SPL to start, you must provide us with certain written notices, as follows:

- Opt in notice.
- Curtailment notice (unless your maternity/adoption leave has already come to an end or if you are the Partner of the person who took that leave).
- Period of leave notice.

Guidance on which particular notices need to be provided are as follows:

### **Where you are the Parent taking maternity/adoption leave:**

#### **i) Opt in notice**

This notice effectively sets out your entitlement to and intention to take SPL.

This notice must include:

- (a) your name and the name of the other Parent;
- (b) the start and end dates of the maternity/adoption leave or any period of statutory maternity pay (SMP) or maternity allowance (MA) or statutory adoption pay (SAP);
- (c) the total SPL available (i.e. 52 weeks minus the maternity leave/adoption leave, SMP or MA period already taken);
- (d) how many weeks of the available SPL will be allocated to you and how many will be allocated to the other Parent (please note that there is no requirement for you to take your full allocation);
- (e) if you are claiming statutory shared parental pay (ShPP), the total ShPP available (i.e. 39 weeks minus the SMP or MA or SAP already received);
- (f) how many weeks of ShPP will be allocated to you and how many will be allocated to the other Parent;
- (g) an indication of the pattern of leave which you are thinking of taking, including the estimated start and end dates of that leave;
- (h) declarations by you and the other Parent that you both meet the statutory conditions to enable you to take SPL and ShPP as follows:
  - a. The declaration from you (the employee) should confirm that:
    - i. you satisfy the conditions for taking SPL;
    - ii. the information contained in the notice is accurate;
    - iii. that the other party meets the requirements of being a Parent for the purposes of taking SPL;
    - iv. that you will immediately inform the employer if you or the other Parent ceases to: care for the child, or if the curtailment notice is revoked;
  - b. The declaration from the other Parent should confirm:  
their name, address and national insurance number;
    - i. that they meet the requirements of being economically active, that they are the other Parent (as defined), that they/the other parent is entitled to statutory maternity/adoption leave or pay or MA and that they have brought that leave to an end by returning to work or issuing a curtailment notice;
    - ii. that they consent to the amount of SPL which you intend to take;

- iii. that they will immediately inform you if they revoke their curtailment notice (where they are the parent taking maternity/adoption leave);
- iv. that they consent to your employer processing the information in their declaration.

## **ii) Curtailment notice**

At the same time as providing us with your opt in notice you must also provide us with a curtailment notice.

Prior to commencing SPL your maternity/adoption leave needs to be brought to an end. You must give us at least eight weeks' written notice to end your maternity/adoption leave (a curtailment notice). This notice must detail the date on which you intend your maternity/adoption leave to end.

If the other Parent is eligible for SPL from their employer, they will not be able to start this until you have given us your curtailment notice. At the time you provide your curtailment notice to us you must also provide us with a written declaration that your Partner has given their employer an opt in notice and that you have given the necessary declarations in that notice. However, it is not necessary for your maternity/adoption leave to have ended prior to the other Parent commencing SPL.

The curtailment notice is binding on you and cannot usually be revoked. There are however limited circumstances in which a curtailment notice can be revoked. If you have any queries in respect of this, please raise this with your Manager.

## **Where you are the other Parent and your Partner is taking maternity/adoption leave:**

### **i) Notice of Entitlement and Intention to take SPL**

You are required to provide us with a Notice of Entitlement and Intention to take SPL, as above.

### **ii) Curtailment notice?**

There is no obligation to provide a curtailment notice. However, you will only be able to take SPL once your Partner has either:

- (a) returned to work;
- (b) given their employer a curtailment notice to end their maternity/adoption leave;
- (c) given their employer a curtailment notice to end their SMP/SAP (if relevant); or
- (d) given the benefits office a curtailment notice to end her MA (if relevant).

The declaration that your Partner is required to provide for your opt in notice (see above) will include confirmation that they have complied with one of a)- d) above.

## **Where you are either Parent intending to take SPL**

Also eight weeks prior to commencing SPL:

### **iii) Period of Leave Notice**

This period of leave notice should set out in writing the start and end dates of your leave (period of leave notice). You must also identify in your period of leave notice the dates on which you intend to claim ShPP.

The period of leave notice can be provided at the same time as the opt in notice, but there is no obligation to do so. You cannot submit a period of leave notice without having first submitted an opt in notice. The opt in notice informs us of your intention to take SPL and the period of leave notice lets us know when you will take this.

If your period of leave notice identifies dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

If you wish to take separate blocks of SPL, with periods of work in between then you should specify this in your period of leave notice. However, as an employer, we are under no obligation to agree to you taking leave in a number of separate blocks in this way. We would encourage you to discuss this with your Manager prior to submitting your period of leave notice.

If we are unable to agree to your request set out in your period of leave notice straight away then there will be a two-week discussion period. At the end of this period we will contact you in writing to confirm any agreed arrangements. If we have been unable to reach an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, commencing on the start date given in your period of leave notice. Alternatively, you may:

- (a) within five days of the end of the two-week discussion period, choose a new start date (which must be at least eight weeks after your original period of leave notice was given); or
- (b) within two days of the end of the two-week discussion period, withdraw your period of leave notice.

#### **4.7 Changing or Cancelling SPL**

If you would like to cancel, change the start date or the length of a period of leave, you may do so by notifying us in writing at least eight weeks before the start date in the period of leave notice.

In order to change your SPL end date you should notify us in writing at least eight weeks before the original end date and the new end date.

A notice to change or cancel a period of leave will count as one of your **maximum of three period of leave notices**, unless:

- (a) the variation is as a result of your child being born or placed for adoption with you earlier or later than the EWC or expected placement date;
- (b) the variation is at our request; or
- (c) we agree otherwise.

You are able to submit up to three period of leave notices or variations.

You do not need to give confirmation of your intention to return to work at the end of your period of SPL. This will be assumed, unless you exercise your right to change this, as set out above.

#### **4.8 Shared Parental Pay (ShPP)**

You may be able to claim ShPP of up to 39 weeks (less any weeks of statutory maternity/adoption pay or maternity allowance) if you meet the eligibility requirements for this.

If you have been employed for at least 26 weeks by the end of the Qualifying Week and your average earnings exceed the lower earnings limit, you will be entitled to be paid ShPP at the current statutory rate, provided you comply with the requirements above for taking SPL.

ShPP is subject to Income Tax and National Insurance deductions in the same way as your normal pay.

If your Partner is entitled to receive ShPP this will be paid by their own employer.

Further information on this can be found at the following link:

<https://www.gov.uk/shared-parental-leave-and-pay/what-youll-get>

If you require further clarification on this point, please contact your Supervisor/Manager.

#### **4.9 Annual Leave Entitlement**

Annual leave entitlement will continue to accrue during SPL. For the avoidance of doubt, please note that you will not be able to take annual leave whilst you are on SPL.

#### **4.10 Pension Scheme**

Your pension contributions will continue during SPL. Employee contributions will be based on any ShPP received. Employer contributions will be based on the salary you would have received had you not gone on SPL.

Alternatively, you can request that your employee contributions are maintained at the existing level of contribution paid prior to your period of SPL commencing, subject to you complying with the relevant Pension Scheme and HMRC rules relating to maximum contributions allowed under such arrangements.

After any period of paid SPL has ended, your contributions will cease. Upon returning to work you will have the option of paying the pension contributions you would have paid had you been working; in this case, the period for which you pay contributions will count as pensionable service.

#### **4.11 Other Benefits**

All contractual benefits (except for salary) will continue to be provided during SPL.

#### **4.12 Contact During SPL**

Shortly before your SPL starts, your Manager will discuss the arrangements for you to keep in touch during your SPL, should you wish to do so.

We reserve the right in any event to maintain reasonable contact with you from time to time during your SPL. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

#### **4.13 Keeping in Touch Days**

We may make reasonable contact with you from time to time during your SPL. However, this will be kept to a minimum.

During your SPL, you may agree to work for the Company for up to a maximum of twenty days without that work bringing your SPL to an end and without loss of a week's ShPP. These are known as 'keeping in touch' days. Any work that you agree to carry out on a keeping in touch day constitutes a day's work for these purposes.

We have no right to require you to carry out any work, and you have no right to undertake any work, during your SPL. Discussions in respect of agreeing keeping in touch days should take place between yourself and your Manager. You will be paid your normal basic rate of pay for time spent working on a keeping in touch day, which is inclusive of, rather than in addition to, the ShPP you will receive on any day worked.

#### **4.14 Rights After Return to Work**

If you resume work after SPL and the total amount of maternity/adoption/paternity leave and SPL taken by you does not amount to more than 26 weeks, you are entitled to return to the same job on the same terms and conditions as if you had not been absent, unless a redundancy situation has arisen.

If you return to work after SPL and your total period of leave has been longer than 26 weeks, you are entitled to return to the same job on the same terms and conditions as if you had not been absent, unless it is not reasonably practicable for you to be taken back in your original job. IN those circumstances, you are entitled to be offered suitable alternative work, on no less favourable terms and conditions.

#### **4.15 Failure to Return to Work**

Except where you are ill and have followed the normal procedures in relation to sickness absence, should you fail to return to work at the end of your SPL, you will be treated in the same way as any other employee who has failed to return to work after a period of authorised absence and consequently may be subject to disciplinary proceedings which could result in your summary dismissal.

#### **4.16 Request for Flexible Working**

It may be possible to return to work from SPL to either a part time position or a full time position that is shared with someone else, or some other flexible working arrangement. Please refer to the Flexible Working Policy for further details on how to apply for a flexible working arrangement.

Should we agree to you returning to a flexible working arrangement, then we will set out the terms in a letter to you.

#### **4.17 Termination of Employment**

If you do not wish to return to work following the end of your SPL (or indeed wish your employment to terminate during your SPL), please note that you are still required to give us notice of your intention to resign from your position, in line with your contractual notice period.

### **5. PARENTAL LEAVE POLICY**

#### **5.1 Introduction**

This Section sets out our current Parental Leave Policy, which is intended to reflect the statutory provisions. If there is any conflict between this Policy and the statutory provisions, the latter will prevail.

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with your Supervisor/Manager, who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operating aspects of the business.

Please note that you have no entitlement to be paid during periods of parental leave.

#### **5.2 Entitlement to Parental Leave**

Provided the conditions set out in Evidence of Entitlement and Notification Requirements below are satisfied, and if:

- (a) You have been continuously employed by us for at least one year; and
- (b) You are, or expect to be, responsible (as defined below) for a child.

then you are entitled to be absent from work on parental leave for the purpose of caring for that child. The reasons for the leave do not need to be related to the health of the child.

You are responsible for a child if:

- (a) You are the parent (named on the birth certificate) of a child who is under 18 years old; or
- (b) You have adopted a child or had a child placed with you for adoption who is currently under 18 years old; or
- (c) You have acquired formal parental responsibility for a child who is currently under 18 years old.

### **5.3 Duration of Parental Leave**

You are entitled to up to 18 weeks of parental leave in respect of any qualifying child (see above: Entitlement to Parental Leave). In the case of multiple births, therefore, 18 weeks' parental leave is provided for each child.

### **5.4 When Parental Leave May be Taken**

You may not take more than four weeks' leave in respect of any child during a particular year. Ordinarily, for these purposes, a 'year' means the period of 12 months beginning on the date on which you first became entitled to take parental leave in respect of the child in question (and each successive period of 12 months beginning on the anniversary of that date).

Parental leave must be taken in blocks of one week (unless the child in respect of whom the leave is taken is entitled to a disability living allowance). You may take more than one week at a time. Part of a week counts as a whole week, so that if a full-time employee takes three days' parental leave and then returns to work, one week is deemed to have been taken from the 18 weeks.

The right to parental leave lasts until the child's 18<sup>th</sup> birthday.

### **5.5 Evidence of Entitlement and Notification Requirements**

We may require you to produce for inspection evidence of:

- (a) Your responsibility or expected responsibility for the child in respect of whom you wish to take parental leave; and
- (b) The child's date of birth or, in the case of a child who was placed with you for adoption, the date on which the placement began; and
- (c) If your entitlement to leave (or a particular period of leave) depends upon the child's entitlement to a disability living allowance, confirmation of the child's entitlement to such allowance.

Except as set out below, you must give us notice of the period of parental leave you propose to take (including start and end dates) at least 21 days before the date on which that period is to begin.

Fathers who wish their period of parental leave to start on the date on which their baby is born must give at least 21 days' notice before the beginning of the EWC. In this case, the notice must state the EWC and the proposed duration of the period of leave.

Similarly, prospective adoptive parents who wish their leave to start on the date on which the child is placed with them for adoption must give their notice at least 21 days before the beginning of the week in which the placement is expected to occur. In this case, the notice must state the week in which the placement is expected to occur and the proposed duration of the period of leave.

You may not exercise any entitlement to parental leave if you fail to comply with the above Condition.

### **5.6 Postponement of Parental Leave**

We may postpone requested parental leave if we consider that the operation of our business would be unduly disrupted if you took leave during the period identified in your notice. Parental leave cannot be postponed for more than six months from the date on which you had wished to start parental leave. It cannot be postponed at all where it is to be taken by a father/prospective adoptive parent straight after the birth/date of placement (as appropriate).

If we wish to postpone your period of parental leave, we will notify you of the postponement in writing not more than seven days after receipt of your notice requesting leave. We will, at the same time, state the reason for the postponement and specify the dates on which we will permit the postponed period of leave to start and end.

## **5.7 Continuing Obligations During Parental Leave**

While on parental leave you will remain in the employment of the Company and accordingly will continue to be bound by, amongst other things, the duties to the Company of good faith and confidentiality. We will continue to be bound by, amongst other things, our duty to you of trust and confidence.

During periods of parental leave you have no entitlement to be paid but we will continue to provide your benefits (including holiday entitlement).

## **5.8 Termination of Employment**

If you do not wish to return to work following the end of your period of parental leave (or, indeed, wish your employment to terminate during your period of parental leave), it should be understood that you are still required to give your contractual notice period.

## **5.9 Dishonest Claims to Parental Leave**

Please note that if you claim, or try to claim, parental leave dishonestly you will be dealt with under the Disciplinary Procedure as set out in this Handbook.

## **6. ANTENATAL APPOINTMENTS AND ADOPTION APPOINTMENTS – RIGHT TO ACCOMPANY**

### **6.1 Introduction**

An employee who has a qualifying relationship with a pregnant woman or her expected child is entitled to take time off during their working hours to accompany the woman to an antenatal appointment. The same entitlement applies in the case of adoption to the secondary adopter in order to attend adoption appointments.

This right applies to all employees.

The time off is unpaid.

### **6.2 Number and Length of Appointments**

The statutory right to time off is limited to no more than two appointments lasting no more than six and a half hours each.

### **6.3 Meaning of “Qualifying Relationship”**

You have a qualifying relationship with a woman or her expected child if:

- you are the pregnant woman's husband or civil partner;
- you live with the woman in an enduring family relationship and are not a relative of the woman;
- you are the expected child's father;
- you are one of a same-sex couple who will be treated as the child's other parent under the assisted reproduction provisions under sections 42 and 43 of the Human Fertilisation and Embryology Act 2008;
- you are the potential applicant for a parental order under section 54 of the Human Fertilisation and Embryology Act 2008 in relation to a child who is expected to be born to a surrogate mother.

### **6.4 Making a Request**

If you wish to exercise this right you should inform Supervisor/Manager. The Company may require you to produce a document showing:

- you have a qualifying relationship with the pregnant woman or expected child;
- the time off is to attend an antenatal appointment;
- the appointment has been made on the advice of a registered doctor, registered midwife or registered nurse;
- the date and time of appointment.

## **6.5 Refusal of Request**

Whilst every effort will be made to grant the request, a request may be refused where it is reasonable to do so due to the business needs of the Company.

## **7. TIME OFF WORK FOR DEPENDANTS POLICY**

### **7.1 Introduction**

This Section sets out our current Policy on Time off Work for Dependants and is intended to reflect the statutory provisions. If there is any conflict between this Policy and the statutory provisions, the latter will prevail.

You may be entitled to take a reasonable amount of unpaid time off work to care for dependants during working hours to take action that is necessary to provide help to your dependants. Should this be necessary, you should discuss your situation with your Supervisor/Manager, and, if appropriate, he/she will agree the necessary time off.

If you have any concerns or queries concerning time off work to care for dependants, please contact your Supervisor/Manager.

Please note that you have no entitlement to be paid in respect of time taken off work to care for dependants.

### **7.2 Eligibility**

Irrespective of length of service, you are entitled to take a reasonable amount of time off during working hours in order to take necessary action, e.g.:

- To provide assistance on an occasion when a dependant falls ill, gives birth or is injured or assaulted;
- To make arrangements for the provision of care for a dependant who is ill or injured;
- In consequence of the death of a dependant. Please also refer to Part One: Compassionate Leave;
- Because of the unexpected disruption or termination of arrangements for the care of a dependant;
- To deal with an incident which involves your child and occurring unexpectedly in a period during which an educational establishment that the child attends is responsible for him/her.

### **7.3 What is a 'Dependant'?**

A 'dependant' is defined as an employee's spouse, civil partner, child, parent or a person who lives in the same household as the employee (except as his/her employee, tenant, lodger or boarder). However, for the purposes of the first, second and fourth circumstances set out in (a), (b) and (d) - Eligibility above, 'dependant' will also include any person who reasonably relies upon you to make such arrangements for the provision of such care.



## **7.4 Notification Requirements**

You are not entitled to time off work unless you inform your Supervisor/Manager of the reason for your absence as soon as is reasonably practicable. You must (except where you cannot notify the Supervisor/Manager until after you have returned to work) give an indication of how long you expect to be absent.

This Policy is intended to cover unforeseen matters. If you know in advance that you are going to need to take time off work, you should take this time as part of your annual leave entitlement in the normal way. Alternatively, if the reason you need to take leave relates to your child, you may be entitled to take parental leave.

If we consider that you are abusing the right to time off work to care for dependants, disciplinary action will be taken against you.

## **7.5 Duration**

There are no prescribed limits on the duration of Time off Work for Dependants, since this will vary with the differing circumstances of an emergency. For most cases, however, one or two days should be sufficient to deal with the problem. For example, if a child falls ill with chickenpox, the leave should be enough to help you cope with the crisis - to deal with the immediate care of a child, visiting the Doctor, if necessary, and to make longer term care arrangements.

# **8. FLEXIBLE WORKING POLICY**

## **8.1 Introduction**

We recognise that you may wish to consider requesting flexible working arrangements.

The aim of the Flexible Working Policy is to enable individual employees to formally request a change to their existing working pattern. No-one will be subjected to any detriment as a result of making a request.

Managers have a responsibility to ensure the fair and consistent application of this policy to all employees.

This Policy does not form part of any employee's contract of employment and it may be amended at any time.

## **8.2 Eligibility**

You may be eligible to apply for flexible working arrangements, provided that:

- (a) You are an employee;
- (b) You have been continuously employed for at least 26 weeks at the date of application;
- (c) You have not made another statutory request to work flexibly within the previous 12 months.

## **8.3 Changes**

You can apply for a flexible working arrangement relating to:

- (a) The hours/days you are required to work.
- (b) The times you are required to work.
- (c) The location where you are required to work.

## **8.4 Application**

If you wish to apply for flexible working, you should complete the Flexible Working Application Form, a copy of which may be obtained from your Manager or can be found on our Company Intranet.

When you have completed the Application Form, you must submit it to your Manager. You should submit your application as soon as possible and ideally three months but at least two months before you wish the changes to take effect.

It would be helpful for you to set out if you think your request concerns childcare or other family commitments, religious or cultural requirements or adjustments because of a disability. You should provide as much information as possible about the effect your proposed changes may have on your colleagues and the business generally.

## **8.5 Criteria for Assessment**

Your application will be carefully considered, taking into account the benefits to you, the business and any potential adverse impact on the business or your colleagues.

## **8.6 Procedure**

Unless special circumstances apply, applications will be dealt with in the order they are received.

In some cases, an application may be accepted without a formal meeting. However, in most cases, a meeting will be held with you to discuss your application as soon as reasonably practicable after receiving your request. You have the right to be accompanied by a fellow worker to this meeting.

The purpose of the meeting will be to discuss your request, the impact on your colleagues and the business and, if your application cannot be accommodated, whether there is compromise that could be reached.

You will be given written notification of our decision following the meeting.

If your application is successful, the letter will set out your new working arrangements and the date these are to take effect. These changes (unless otherwise agreed) will constitute permanent changes to your terms and conditions of employment and you will have no right to revert to your previous working arrangements.

In some cases, it may be appropriate to agree a trial period of the proposed arrangements. If this is the case, the terms of the trial will be confirmed to you and you will be asked to agree to an extension of time for the Company to provide you with a final decision on your application.

There will be circumstances where it is not possible for the Company to agree to a request. In such cases, you will be notified in writing of the reason(s) for the refusal. This may be because:

- a) You are not eligible to apply for flexible working.
- b) The burden of additional costs to the business.
- c) The detrimental effect on the ability to meet clients demands.
- d) Inability to re-organise work amongst existing staff.
- e) Inability to recruit additional staff.
- f) Detrimental impact upon the quality of work.
- g) Detrimental impact upon performance.

- h) Insufficient work during the periods when you propose to work.
- i) Planned structural changes.

## **8.7 Appeal**

If your application is rejected, you will be entitled to appeal by giving written notice to us within 7 days of our decision.

The notice of appeal should set out the grounds of appeal.

We will arrange an appeal meeting as soon as reasonably practicable and you have the right to be accompanied by a fellow worker to the appeal meeting.

We will send you written notification of the appeal decision following the appeal meeting.

## **8.8 Extension of Time Limits**

We aim to deal with all flexible working requests within 3 months (starting with the date of the request and ending with any appeal outcome). Where it is not possible to complete the consideration of your request within the expected time limits, we can agree an extension of time with you. We will confirm any agreed extension of time in writing.

## **8.9 Withdrawal of Applications**

If you withdraw a request for flexible working, you will not be able to make a further request under this policy for 12 months from the date of your original application.

Your request may also be treated as withdrawn if you fail to attend without good cause a meeting and a re-arranged meeting, or an appeal meeting and a re-arranged appeal meeting.

## **9. WORKING TIME REGULATIONS POLICY**

Regulation 4(1) of the Working Time Regulations 1998 (the "Regulations") provides that a worker's average working time, including overtime, shall not exceed 48 hours for each seven-day period (to be averaged over a period of 17 weeks, however, workers are able to agree to opt out of the 48 hour restriction. If you are in agreement to opt out of the 48 hour working week, then in order to dis-apply that restriction it will be necessary to inform us in writing.

If you change your mind and decide, at any time, during your employment that you want to withdraw your agreement from the opt-out provisions, you must give us three months' prior written notice.

## **C: DISCRETIONARY BENEFITS AND RELATED POLICIES**

### **1. Introduction**

We may offer certain discretionary benefits to employees from time to time. There is no contractual entitlement to these benefits and your eligibility to join and benefit from any such schemes will always be subject to the rules and regulations of the providers and at the discretion of the Company.

We reserve the right to withdraw or amend the discretionary benefits we offer at any time.

We currently offer the following discretionary benefits to eligible employees. Please contact your Supervisor/Manager for further details and to discuss your eligibility.

### **2. Westfield Health Cashback Plan**

After satisfactory completion of your probationary period or completion of six months service, whichever is greater, and subject always to the rules of the scheme from time to time in force (a copy of which will be provided to you separately), you will be eligible to join our Westfield Health Cashback Plan.

Membership of the plan will cease when you leave the Company's employment.

We reserve the right to amend the benefits offered at any time.

### **3. Car Allowance**

You will be advised whether you are eligible for a car allowance in your Contract of Employment or separate document serving as an addendum to your Contract of Employment.

We reserve the right to amend the benefits offered at any time.

### **4. Staff Purchase Scheme**

We operate a staff purchase scheme through which you can buy goods/services for your own personal use, at discounted prices. There are strict controls and procedures, to be observed when making staff purchases. Full details are available on request from Customer Services Manager.

### **5. Travel Policy**

If you travel on Company business to a destination which is considered to be away from your normal place of work, you must travel by whatever means of travel is appropriate, taking into account the cost of time spent travelling and the destination. Whichever means you choose should be agreed in advance with your Manager.

You should travel by the cheapest class of transport, whether that is by air, road, rail or sea.

You may use your private vehicle for Company business with your Manager's approval if your destination is less than 100 miles from your base or if you intend to visit several locations, carry bulky equipment or the hours involved render it difficult to take public transport.

Before using your private vehicle on Company business, you must ensure that your vehicle is insured for business purposes. You must provide the HR Officer with a copy of your current driving licence and a licence check code (available from [www.gov.uk/view-driving-licence](http://www.gov.uk/view-driving-licence)), which we will check against the government's website and your Insurance Policy of the car you intend to drive. You must also ensure your vehicle is maintained in good repair and in an efficient roadworthy condition and that it has a valid MOT certificate (if applicable) and road tax. Your vehicle must not be used for business travel if you know or suspect it may have a defect or in any other way may not be roadworthy.

You must read, understand, agree and sign our Driving At Work Policy which is available on the Intranet. You must adhere to the rules of the road and drive within the law at all times.

We accept no responsibility for loss or damage, or any liability (however incurred), to or in respect of your vehicle, including accessories and personal contents, while being used on the Company's business. It is your responsibility to ensure that adequate insurance cover exists.

Where you use your own vehicle on Company business, a mileage allowance may be claimed provided you keep a proper log of the date(s) and length of all such journeys undertaken. For details of the current mileage allowance, please refer to your Manager.

No payment will be made for parking or speeding fines, or any other fine.

This Travel Policy does not apply if you are in receipt of a Car Allowance or you drive a Company Car. You must refer to your documentation for your rules and requirements.

## **6. Subsistence and Accommodation Policy**

Employees may occasionally be required to stay away from home in the course of their duties.

For details of the Company's Subsistence and Accommodation Policy please refer to your Manager.