



# **Temporary Worker Handbook**

**September 2015**

# Vital Recruitment

## Temporary Worker Handbook

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**Please read this handbook, as it gives you important information about your engagement with Vital Recruitment.**

You will also receive a contract for services detailing the terms and conditions relating to your engagement. If you wish to discuss or clarify any matters in this handbook or your own current terms and conditions, please consult your Vital Recruitment Office Manager.

## **Section One – Important Information You Need to Know Now**

### **HOURS OF WORK**

Your hours of work for each Assignment shall be provided to you in an Assignment Details Form at the start of each assignment.

### **TIMESHEET COMPLETION**

For most client sites you should sign your timesheet next to your name before the start of your shift on a daily basis. Some sites operate the timesheet process differently and this will be explained to you by your onsite contact or by your local office.

At the end of each day your timesheet will be signed by the client. If you have an on-site Vital Recruitment Manager they will explain the process at that site for getting timesheets signed each day. Timesheets will be collected and sent to Vital head office on your behalf.

### **PAYMENT & DEDUCTIONS**

#### **Payment Frequency:**

For each week that you work and complete a timesheet, Vital Recruitment shall pay you the following Friday. All Temporary Workers can access their payslips by visiting [www.vitalrecruitment.com](http://www.vitalrecruitment.com) with relevant log on details.

#### **Pay Rates:**

You will be paid the pay rate shown on the Assignment Details Form provided to you at the beginning of the assignment.

#### **Overtime:**

Any authorised overtime claimed on the timesheet will be paid at the appropriate pay rate shown. If no overtime rate is shown on your Assignment Details Form, then overtime will be paid at your standard hourly rate.

**You are not entitled to receive payment for time not spent on assignment, whether in respect of holidays, illness, or absence for any other reason unless otherwise agreed.**

## **Deductions:**

Vital Recruitment is entitled to make deductions from your pay for the following reasons:

- PAYE income tax;
- National Insurance contributions;
- Overpayment of wages;
- Wages advanced;
- Holiday pay;
- Vital Recruitment property not returned; and
- any monies owed to Vital Recruitment by you.

## **Services Vital Recruitment Does Not Charge For:**

Vital Recruitment does not make any charge to you for the work-finding services that it provides to you. This includes the provision of any Vital Recruitment onsite supervisors/managers, which may be based at or visit our client site.

Vital Recruitment does not provide accommodation for Temporary Workers.

## **ANNUAL LEAVE**

### **How Many Days Holiday are you Entitled to?**

You are entitled to up to 5.6 weeks paid holiday per year according to the statutory minimum as provided by the Working Time Regulations. This means the period (Leave Year) which the Temporary Worker accrues from the 1<sup>st</sup> day of the engagement / assignment.

### **Public & Bank Holidays:**

Your holiday entitlement includes all bank and public holidays in the UK. Therefore, if you do not work on a UK bank or public holiday you must either take this as a day's holiday from your entitlement, or work and be paid your standard pay rate for that day.

### **When can I take holiday?**

Holiday must be booked by giving notice of at least twice the length of the period of leave to be taken, (longer for longer holiday periods). Vital Recruitment cannot guarantee that it will be able to allow you to take your preferred holiday dates, dependent upon the needs of the business. There may be times when holiday embargoes are put in place for which you will be notified in advance.

Holiday may not be taken unless authorised by a Vital Recruitment on site Supervisor or Operations Manager following liaison with the client. Holiday leave will be authorised on a first come, first served basis.

Legally you cannot be paid instead of taking holidays and untaken leave may not be carried forward to the next leave year.

### **How do I book holiday?**

Notify a Vital Recruitment on site Supervisor or Operations Manager of the dates of your intended absence giving notice of at least twice the length of the period of leave to be taken. Approval of holiday is solely at Company discretion.

## **SICKNESS ABSENCE & SICK PAY**

### **Who do I tell and when?**

If you are unable to attend for work for any reason you must notify your Vital Recruitment Office/Account Manager as soon as you know that you will be unable to attend. This should always be before the start of your shift so that we are able to arrange a replacement worker for our client.

You are required to make any doctor's appointments outside of normal working hours. If you attend hospital appointments you will be required to show an appointment card to your Vital Recruitment manager prior to attending.

### **Failure to notify absence**

We take a serious view if you fail to inform us that you are unable to attend for work because of the effect it can have on our Client's business.

In accordance with your contract, if you do not inform your Vital Recruitment Office/Account Manager that you are unable to attend for work within one hour of the commencement of your shift then this will be treated as termination of the assignment by you unless you can provide evidence that exceptional circumstances prevented you from complying.

### **Inability to continue working during a shift**

If you are working on an assignment at a Client and are unable to complete the working day for any reason, inform your Client line manager immediately to explain the reasons and if possible the Vital Recruitment Office/Account Manager.

Please do not walk out. If you do you will not be eligible to work for Vital Recruitment in the future.

### **Regular Absences**

If you are regularly absent from work we may take this into account when deciding if you are a reliable worker to place with our clients. Particular rules may apply at different client sites.

### **Sickness Pay**

You may be entitled to Statutory Sick Pay (SSP) if you are absent from an assignment due to sickness, injury or accident. Entitlement to SSP is subject to relevant statutory criteria such as a certain earnings level and is generally only due when you were scheduled to be on an assignment and are absent for over three days.

Workers must provide reasonable evidence of incapacity. During the first seven days of a spell of sickness, you must self-certify your sickness using a form SC2 which you can get from your Doctor, from the HM Revenue and Customs (HMRC) website ([www.hmrc.gov.uk/forms/sc2.pdf](http://www.hmrc.gov.uk/forms/sc2.pdf)) or from your Vital Recruitment Office/Account Manager. Thereafter, Vital requires evidence in the form of a hospital or doctor's fitness for work statement. Workers must post their forms to SSP Administration, Payroll Department, Vital Recruitment, Endeavour House, Saville Road, Peterborough, PE3 7PS. Please note that workers are responsible for posting their own certificates or fitness for work statements to the Peterborough office, these should not be sent to consultants or branches to send on behalf of workers.

If you are not entitled to SSP you will be notified in writing and/or issued with a form SSP1 which will state why SSP has not been paid or why it is ending and the last date of payment.

**Please note that failure to comply with the sickness reporting requirements detailed above may result in you losing your sick pay for the period in question.**

### **Return to work after sickness**

Prior to returning to work after sickness you must first contact your Vital Recruitment Office/Account Manager to complete a "return to work" form and follow any other client specific procedures. You will not be permitted to resume work until this process has been completed satisfactorily.

## **PERSONAL INFORMATION AND NOTIFICATION**

We need to keep accurate records of key information on all Temporary Workers. It is essential that changes to your home address and telephone number, bank account, and whom to contact in the event of an emergency are recorded. Any up-dates should be reported to the Vital Recruitment Office.

## **PENSIONS**

Vital Recruitment Ltd operates a workplace pension scheme called NEST. Workers who are eligible will be auto-enrolled into the NEST scheme. For further details or information on opting out of NEST please contact your Vital Recruitment Manager or the HR Department.

## **Section Two – Information You Need to Know About Working on Assignment**

### **INDUCTION**

You will receive a full company site specific induction before the start of an assignment.

### **WORKING RULES ON ASSIGNMENT**

1. Appearance must be clean and tidy. Clean protective clothing; including hat & hair net; should be worn at all times in food preparation areas.
2. Hands must be washed and dried thoroughly:
  - before entering production area;
  - after using the toilet;
  - after eating;
  - after smoking;
  - after handling rubbish or machine parts; and
  - after using cleaning/chemical products.
3. Inform your supervisor of any recent illnesses you have suffered, particularly if you have been out of the UK.
4. All cuts, burns and skins abrasions/infections must be covered with a blue dressing, available from the site First Aid Representative.
5. Report all breakages, especially glass or crockery to the supervisor as soon as possible.
6. Suitable protective, closed toed footwear must be worn at all times.
7. All hand tools must be obtained from the supervisor before starting work and returned at the end. Lost items must be reported to the supervisor as soon as possible.
8. Overalls and protective clothing must be thoroughly washed at least once a week.
9. Gloves must be worn when and where instructed by the supervisor. Lost gloves must be reported to the supervisor as soon as possible.
10. Follow site instructions about the disposal of waste.
11. Always follow site procedures for the use of personal protective clothing and equipment.
12. No jewellery; other than single band wedding rings; can be worn at any time.
13. Smoking is only allowed in designated areas.
14. Eating and drinking are only permitted in designated areas.
15. The following items are banned from production areas: tobacco, cigarettes, matches, lighters, pins, combs, money, glass, food, or medicines.
16. Nail polish, false nails, perfume, aftershave and false eyelashes are not permitted to be worn when working.
17. Never wear overalls/Personal Protective Equipment off site.

**Please Note: Deliberate failure to follow these rules will result in breach of contract action being taken and may result in the termination of your engagement, depending upon the severity and frequency of the offence.**

## **HEALTH AND SAFETY POLICY**

**All Temporary Workers must ensure they are fully aware of all client health and safety policies and procedures.** Failure to comply with these policies and procedures may result in termination of your contract for services under the Breach of Contract Procedure.

In accordance with the Health and Safety at Work Act 1974 all Temporary Workers are responsible for taking reasonable care to avoid hurting themselves and others by their work activities, and reporting anything untoward to the nearest available manager.

### **Working Practices**

- You must not operate any item of equipment unless trained, and authorised to do so.
- You must not remove any guarding from equipment used, or deviate from your authorised usage of the equipment
- You must report immediately any equipment defect, and never attempt repair.
- You must undertake all duties as instructed and never deviate.

### **Hazard/Warning Signs & Notices**

You must comply with all hazard/warning signs and notices displayed on the premises.

### **Working Conditions/Environment**

- You must make proper use of all equipment and facilities provided to control working conditions/environment.
- You must ensure you keep your work areas clean / clear / tidy.
- You must dispose of waste/scrap in the appropriate receptacles.
- You must never obstruct any fire escape route, fire equipment or doors.

### **Accidents**

- You must see the first aider for any injury you may receive, irrespective of how minor, and ensure details are entered into the accident book.
- You must report any incident in which damage is caused to property.

### **Health**

- You must report any medical condition that could affect the safety of yourself or others.
- You must not become involved with horseplay, or practical jokes.
- You must follow all rules pertaining to no smoking areas.

## MANUAL HANDLING AT WORK

Here are some practical tips, suitable for use in training people in safe manual handling. In the following section a basic lifting operation is taken as an example.

### Think Before Lifting & Handling

- Plan the lift.
- Can handling aids be used? Where is the load going to be placed?
- Will help be needed with the load? Remove obstructions such as discarded wrapping materials. For a long lift, consider resting the load midway on a table or bench to change grip.



### Keep the Load Close to the Waist & Get a Good Hold

Keep the load close to the body for as long as possible while lifting. Keep the heaviest side of the load next to the body. If a close approach to the load is not possible, try to slide it towards the body before attempting to lift it.



### Adopt a Stable Position

The feet should be apart with one leg slightly forward to maintain balance (alongside the load, if it is on the ground). The worker should be prepared to move their feet during the lift to maintain their stability. Avoid tight clothing or unsuitable footwear, which may make this difficult.



### Start in a Good Posture

At the start of the lift, slight bending of the back, hips and knees is preferable to fully flexing the back (stooping) or fully flexing the hips and knees (squatting). Don't flex the back any further while lifting, which can happen if the legs begin to straighten before starting to raise the load.

### Avoid Twisting your Back or Leaning Sideways

Twisting or leaning should be avoided, especially while the back is bent. Shoulders should be kept level and facing in the same direction as the hips. Turning by moving the feet is better than twisting and lifting at the same time.

### Keep your Head Up when Handling

Look ahead, not down at the load, once it has been held securely.

### Move Smoothly

The load should not be jerked or snatched as this can make it harder to keep control and can increase the risk of injury.

### Don't Lift or Handle More than can be Easily Managed

There is a difference between what people can lift, and what they can safely lift. If in doubt, seek advice or get help.

## Put Down & then Adjust

If precise positioning of the load is necessary, put it down first, then slide it into the desired position. Good handling technique for pushing and pulling. Here are some practical points to remember when loads are pushed or pulled.

## Handling Devices

Aids such as barrows and trolleys should have handle heights that are between the shoulder and waist. Devices should be well maintained with wheels that run smoothly (the law requires that equipment is maintained). You should try to push rather than pull when moving a load, provided you can see over it and control steering and stopping.

## Slopes

Temporary Workers should enlist help from another worker whenever necessary if they have to negotiate a slope or ramp, as pushing and pulling forces can be very high.

## Uneven Surfaces

Moving an object over soft or uneven surfaces requires higher forces.

## Stance & Pace

To make it easier to push or pull, you should keep your feet well away from the load and go no faster than walking speed.

## PERSONAL AND COMPANY PROPERTY

You are responsible for ensuring that any of Vital Recruitment's (or its clients') property in your possession is properly safeguarded and kept secure at all times. Any loss should be immediately reported.

Neither Vital Recruitment or its clients accept responsibility for loss of, or damage to, private property (including cash). You should ensure that personal property is not left unattended and is locked away when necessary. Any missing articles should be reported immediately.

## SUBSTANCE MISUSE POLICY

It is essential that all Temporary Workers are in full command of themselves and their faculties throughout the working day. Vital Recruitment Limited requires you to present yourself for work without any dependence on alcohol, drugs of a non-medicinal nature, or any other substances and to maintain that state until the completion of your working hours. **Failure to comply with this requirement is regarded as a breach of your contract for services with Vital Recruitment Ltd and as such may lead to the termination of your contract.**

If during the course of your working day you have to take prescribed drugs on a regular basis, this fact should be made known to your Supervisor, Office or Account Manager or other main contact confidentially.

In the event that you present yourself at work and your Supervisor, Office or Account Manager or main contact believes you to be under the influence of alcohol or drugs which renders you incapable of carrying out your duties in a proper, fit and safe way you will not be allowed to commence, or continue work. **In such circumstances you will not be permitted to work, or allowed to return to work, nor will you be paid for such time as you are not permitted to work.**

Vital Recruitment will investigate the particular circumstances of such matters in as much detail as is reasonable, and therefore expects you to comply with any requests that you submit to any required medical examinations.

If Vital Recruitment suspects that you are in possession of alcohol or drugs you will be required to consent to a search of your belongings. If you are found to be in possession of any alcohol or illegal substances you will not be permitted to start or continue working pending further investigation. This matter will be dealt with under Vital Recruitment's breach of contract procedure and after due investigation it may result in termination of your contract for services.

If Vital Recruitment reasonably believes you are dealing, buying, selling or receiving drugs or alcohol you will not be permitted to work whilst an investigation is carried out. Where a criminal offence is suspected the company shall inform the police.

**All Temporary Workers are required to inform Vital Recruitment or any appropriate person if they suspect any fellow worker may be acting in breach of this policy.**

A full version of this policy may be accessed on request from your Office or Account Manager.

## Section Three – Other Important Information

### MATERNITY & PATERNITY PAY

Maternity and Paternity provision will follow statutory entitlements for temporary workers. All pregnant workers are encouraged to inform their Vital Recruitment Manager as soon as possible of the fact that they are pregnant in order to ensure that risk assessments can be undertaken in a timely manner.

#### Statutory Maternity Pay (SMP)

To qualify for SMP you must:

- have worked for Vital Recruitment continuously for at least 26 weeks at the 15th week before the baby is due or you are notified of a match (for adoption);
- have average weekly earnings of not less than the lower earnings limit for the payment of National Insurance Contributions (NIC);
- still be pregnant at the 11th week before your expected week of childbirth;
- have stopped working wholly or partly because of pregnancy;
- have provided Vital Recruitment with 28 days written proper notice of when you expect your leave and SMP payments to start (see below);
- have provided evidence of your expected week of childbirth (your MATB1)

For a week to count towards SMP you must normally have done some work for Vital Recruitment in that week. For confirmation as to whether you worked for 26 continuous weeks please speak to your Vital Recruitment manager.

The exact amount of SMP that you are entitled to receive will vary depending on your earnings and the amount of leave you take.

SMP will be paid into your bank account in the usual way and will be subject to deductions for tax and national insurance. If you do not qualify for SMP you may be entitled to claim state Maternity Allowance.

Similar arrangements apply for receipt of Statutory Adoption Pay (SAP). For further information please contact the HR department.

#### Maternity Leave

Workers engaged on a contract for services basis do not qualify for Statutory Maternity Leave, they will however be entitled to SMP where they meet the above qualifying criteria. Should a temporary worker wish to return to the business after having their baby we would be pleased to assist them in finding work. All temporary workers must take a minimum of 2 weeks off work after having their baby; this increases to 4 weeks if you ordinarily work in a factory.

Separate arrangements apply for those engaged on a 'pay between assignments' contract. Please speak to a member of HR for further information.

#### Statutory Paternity Pay

You may be entitled to Statutory Paternity Pay (SPP) if you:

- have or expect to have responsibility for the child's upbringing;
- are the biological father of the child or the mother's husband or partner; and
- have worked continuously for Vital Recruitment for 26 weeks ending with the 15th week before the baby is due or the end of the week in which the child's adopter is notified of being matched with the child

For full details please speak to your Vital Recruitment Manager or contact the HR Department.

### **Paternity Leave**

Workers engaged on a contract for services basis do not qualify for Statutory Paternity Leave, they will however be entitled to SPP if they meet the above qualifying criteria.

Separate arrangements exist for workers engaged on a 'pay between assignments' contract. Please speak to HR for further information.

### **Shared Parental Leave and Pay**

Agency workers engaged on a contract for services basis do not qualify for a period of Statutory Shared Parental Leave, however in some circumstances they may qualify for Statutory Shared Parental Pay. The rules in relation to Shared Parental Leave are complex, please speak to a member of the HR Department for advice.

## TERMINATION OF ENGAGEMENT

### Temporary Worker Termination

If you wish to terminate your engagement with Vital Recruitment, you must notify the company in writing.

### Company Termination

Vital Recruitment may terminate the assignment or your contract for services at any time without prior notice or liability.

### Vital Recruitment Property

Upon termination (or earlier if requested), you must ensure that you return all property belonging to Vital Recruitment.

## CONFIDENTIAL HELPLINE 0843 658 0770

### Are you being bullied, harassed, or discriminated against?

If "yes" then please call the **Vital Confidential Helpline on 0843 658 0770**.

This free service is there to enable you to voice your concerns in **complete confidence**, and with total anonymity, if you wish.

Call this number day or night regarding your issue. If you're happy to receive a call our specialist staff will contact you for further information. We will then pass on your comments to the appropriate person to deal with and monitor, to ensure the issue is resolved.

All calls will be treated with the utmost confidentiality. Leaving your name and contact details is your choice; but we will ensure your anonymity is preserved.

If you prefer please write to us at: Vital Recruitment, Endeavour House Saville Road, Peterborough, Cambridgeshire, PE3 7PS, or email to: [helpline@vitalrecruitment.com](mailto:helpline@vitalrecruitment.com)

## COMPLAINTS PROCEDURE

If you wish to raise an official complaint about any aspect of your engagement or assignment, or any issue relating to Vital Recruitment, please contact your Office Manager, using the following details:

### Peterborough

Simona Veiksriene  
Endeavour House, Saville Road  
Peterborough PE3 7PS

Tel: 01733 336664

Email:

[simona.veiksriene@vitalrecruitment.com](mailto:simona.veiksriene@vitalrecruitment.com)

### Glasgow

Kristina Smulkstyte  
411 Shields Road  
Glasgow G41 1NY

Tel: 0141 4293410

Email: [kristina@vitalrecruitment.com](mailto:kristina@vitalrecruitment.com)

### Boston

Irena Serecikiene  
8 Grove Street West  
Boston PE21 6TL

Tel: 01205 361311

Email: [irenas@vitalrecruitment.com](mailto:irenas@vitalrecruitment.com)

### Maidstone & Folkestone

Cristian Trifan  
10 Tonbridge Rd  
Maidstone  
Kent ME16 8RP

Tel: 01622 600055

Email: [cristian@vitalrecruitment.com](mailto:cristian@vitalrecruitment.com)

### Wisbech

Anita Bendinskas  
40A Alexandra Road  
Wisbech PE13 1HQ

Tel: 01945 466280

Email: [anita@vitalrecruitment.com](mailto:anita@vitalrecruitment.com)

### Milton Keynes

Dorota Zelazo  
Unit L21, Barton Road  
Bletchley  
Milton Keynes MK2 3HU

Tel: 01908

Email: [dorota.zelazo@vitalrecruitment.com](mailto:dorota.zelazo@vitalrecruitment.com)

Once we have received your complaint, we will take the following steps:

1. We will send you a letter acknowledging your complaint and asking you to confirm or explain the details set out. We will also let you know the name of the person who will be dealing with your complaint. You can expect to receive our letter within 5 working days of us receiving your complaint.
2. We will acknowledge your reply to our acknowledgment letter and confirm what will happen next. You can expect to receive our acknowledgement letter within 5 working days of your reply.
3. We will then start to investigate your complaint. This will normally involve the following steps;
  - We may ask the member of staff who dealt with you to reply to your complaint within 5 days of our request;
  - We will then examine the member of staff's reply and the information you have provided for us. If necessary we may ask you to speak to them. This may take up to 5 days from receiving their reply.
4. Your Vital Recruitment Operations Manager will then invite you to meet them to discuss and hopefully resolve your complaint. They will do this within 5 working days of the end of our investigation.
5. Within 2 days of the meeting, your Vital Recruitment Operations Manager will write to you to confirm what took place and any solutions they have agreed with you. If you do not want a meeting or it is not possible, your Vital Recruitment Operations Manager will send you a detailed reply to your complaint. This will include their suggestions for resolving the matter. They will do this within 5 days of completing their investigation.
6. Once this has occurred, we shall write to you, confirming our final position on your complaint and explaining our reasoning. At this stage, if you are still not satisfied you can write to our Head of Operations, Kevin Hill (contact details below), who will reply within 10 working days of receiving your complaint.

Name: Kevin Hill  
 Tel: 01733 331155  
 Email: [kevin.hill@vitalrecruitment.com](mailto:kevin.hill@vitalrecruitment.com)

7. Once the details of your complaint have been finalised, a copy will be added to your file. A copy of these details can be made available on request.
8. The conclusions taken from the resolution will be examined further and processes changed wherever possible to prevent any re-occurrence.

Alternatively, if you are still unhappy or feel that your complaint has not been dealt with appropriately, you can contact the Gangmaster's Licensing Authority using the following details:

Email: [enquiries@gla.gsi.gov.uk](mailto:enquiries@gla.gsi.gov.uk)  
 Tel: 0845 602 5020  
 Address: The Gangmasters Licensing Authority, PO Box 8538, Nottingham NG8 9AF

## **BREACH OF CONTRACT PROCEDURE**

It is the policy of Vital Recruitment to treat all temporary workers in a fair and consistent manner and therefore the following procedure will apply in situations where the conduct or performance of the worker may be regarded as such that it has breached the contract for services working arrangement. Whilst Vital Recruitment Ltd is under no obligation to follow a procedure with a series of formal warnings, the Company respects the principles of natural justice and seeks to treat all temporary workers in a fair manner. Please note that this procedure does not form part of your contract for services and may be amended or withdrawn at any time.

### **Breach of Contract**

Acts of serious misconduct or poor performance that may be regarded as a breach of your contract for services, if proven after appropriate investigation (including searches of bags and vehicles if deemed necessary), will

result in termination of your contract for services. Vital Recruitment recognises the following as acts that amount to a breach of your contract for services (please note that this list is not exhaustive, it is intended to be illustrative only):

- flagrant disobedience of reasonable instructions from managers of Vital or a client or refusal to obey a lawful instruction in connection with the assignment;
- theft or fraudulent activity, including falsification of timesheets;
- breaching, or causing Vital Recruitment, or assisting, procuring or facilitating any other person or company to breach any relevant legislation affecting the conduct of its business or any client business;
- being under the influence of drink, drugs or other substances which impinge upon safety, performance or conduct whilst at work;
- serious breach of Vital Recruitment rules and procedures or client rules where applicable;
- being convicted of any criminal offence (whether or not relating to your work) which in the opinion of Vital Recruitment seriously undermines Vital Recruitment's confidence in you;
- deliberate damage to any Vital Recruitment property or property which is not owned by Vital Recruitment but which is on premises occupied by Vital Recruitment or property of other employees, workers, clients or other third parties;
- disorderly or indecent conduct, including fighting, threatening behaviour or using physical violence;
- serious acts of discrimination or harassment in breach of our Equal Opportunities Policy or the Equality Act;
- acceptance of any bribe, secret profit or unauthorised commission, or any act that would be considered illegal under the Bribery Act;
- deliberately raising false and/or malicious allegations;
- serious misuse of any means of electronic communication at Vital Recruitment
- committing any act likely to bring Vital Recruitment or its clients into disrepute;
- unauthorised absence or gross negligence in the performance of duties;
- unauthorised use or disclosure of confidential information or business matters relating to Vital Recruitment, its clients, temporary workers or applicants;

For minor issues relating to a Temporary Worker's conduct, behaviour or performance, the matter(s) will be dealt with by way of informal discussion. If concerns remain after such informal discussions, the Company will pursue the matter through the following procedure. Typical examples of areas of concern may be poor performance, unacceptable and unexplained absenteeism, poor conduct and/or behaviour at work.

This is a three-step procedure, which increases in the severity of its outcome if the issue isn't resolved at the previous step. Each step involves a formal meeting between the affected temporary worker and the Management of Vital (or their deputy), at which the temporary worker will be given every opportunity to put their side of the issue. Meetings will be conducted as soon as reasonably possible after the incident(s) that are being investigated to ensure that facts and any witness statements (where necessary) are clear and up to date.

If the allegations made against the temporary worker are proven, the meeting may result in the following action being taken by the company against the temporary worker:

STEP No	ACTION TAKEN	LIVE PERIOD	MANAGER RESPONSIBLE
1	First Stage Counselling	Six Months	Management of Vital or Deputy
2	Final Stage Counselling	Twelve Months	Management of Vital or Deputy
3	Termination of Contract for Services	N/A	Management of Vital or Deputy

Particularly serious issues that may be regarded as a breach of contract may result in the company bypassing Steps 1 and/or 2.

Temporary workers will be informed in writing that they are required to attend a formal breach of contract meeting. This letter will include details of the allegation (s) being made against them; the date, time and venue of the meeting, and will also inform them of their right to be accompanied by a work colleague from the company; or a full-time or lay trade union official.

Following the meeting, the temporary worker will be informed in writing of the decision by way of a breach of contract meeting record form, which will include the detail of any action being taken against them. Temporary workers have the right to appeal against a decision made at any formal breach of contract meeting. Details of to whom they should address any appeal will be given to the temporary worker in their outcome notification. Appeals should be submitted within five working days of the breach of contract meeting having occurred.

## **ETHICAL TRADING**

As a responsible company, Vital Recruitment aims to act in a socially responsible manner at all times by following this Ethical Trading Policy.

1. Engagement is freely chosen
2. Freedom of association and the right to collective bargaining
3. Working conditions are safe and hygienic
4. Child labour shall not be used
5. Living wages are paid
6. Working hours are not excessive
7. No discrimination is practiced
8. No harsh or inhumane treatment is allowed

For further details or a copy of the full policy please speak to a member of management.

## **EQUAL OPPORTUNITIES & DIVERSITY**

It is the policy of Vital Recruitment Ltd to ensure that no applicant, temporary worker or employee receives less favourable treatment on the grounds of age, disability, gender reassignment, marital or civil partnership status, pregnancy and maternity status, race, religion and belief, sex, sexual orientation and trade union activity or is disadvantaged by conditions or requirements that cannot be shown to be justifiable.

Vital Recruitment Limited is committed to providing a work environment free from unlawful harassment on grounds of age, disability, gender reassignment, marital or civil partnership status, pregnancy or maternity status, race, religion and belief, sex or sexual orientation or on any other basis protected by legislation.

Unlawful harassment by any employee or agency worker of Vital Recruitment Limited is strictly prohibited.

Examples of prohibited harassment include: -

- Verbal or written conduct containing derogatory jokes or comments
- Slurs or unwanted sexual advances
- Visual conduct such as derogatory or sexually orientated posters
- Photographs, cartoons, drawings or gestures which some may find offensive
- Physical conduct such as assault, unwanted touching, or any interference because of sex, race or any other protected category basis
- Threats and demands to submit to sexual requests as a condition of continuing on assignment or to avoid some other loss, and offers of employment or assignment benefits in return for sexual favours
- Retaliation for having reported or threatened to report harassment.

Complaints of discrimination or harassment will be dealt with via the complaints procedure in place for temporary workers.

Any discrimination or harassment complaint will be taken seriously and fully investigated in a timely manner. No temporary worker will be penalised for raising a complaint, even if it is not upheld, as long as the complaint was raised in good faith.

Vital Recruitment Ltd emphasises that acts of discrimination, bullying and harassment are unacceptable conduct which may lead to action being taken against temporary workers under the Breach of Contract Procedure. Temporary workers should also bear in mind that they can be held personally liable for any act of unlawful discrimination or harassment. Temporary workers who commit serious acts of harassment may also be guilty of a criminal offence.

Vital Recruitment Ltd places an obligation upon all employees and Temporary Workers to respect and act in accordance with this policy.

For further details, or a copy of the full policy please speak to a member of management.

## **CONFIDENTIAL INFORMATION & DATA PROTECTION**

Except as required to perform your normal duties, you must observe absolute confidentiality concerning the affairs of Vital Recruitment and their clients. Should your duties require that you handle personal data relating to any employees or workers of Vital Recruitment or their client, such data must be kept in the strictest confidence, and used only in the course of your duties as appropriate. Such data must not be divulged to any third party except with authorisation from your line manager.

The duty to observe confidentiality is on-going and does not cease after you leave Vital Recruitment.