



**Group**  
YOUR JOB, OUR WORK

# Flexible Employee Handbook

**[www.gigroupuk.com](http://www.gigroupuk.com)**

GI August 2021

## Terms of employment

This handbook sets out Gi Group's employment policies and operating procedures. It contains information relating to many areas of employment but may not be exhaustive and if you require any further information about the matters covered in this handbook and your Terms of Employment or other matters concerning your employment with Gi Group, you should contact your Gi Group branch who will be able to provide you with additional information.

The provisions of this hand book do not form part of your Terms of Employment except where specifically stated but should be read in conjunction with your Terms of Employment. In the event of any conflict between this handbook and your Terms of Employment, your Terms of Employment will take precedence.

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# 1. Time Records and Pay

## Timesheets

- 1.1 Before each assignment you will usually be issued with an individual timesheet which will be renewed on a weekly basis.
- 1.2 Each week, simply follow any clocking in and out procedures required by the Client, enter the hours you work on the timesheet, have this signed by an authorised representative of the Client and return it to your Gi Group branch by no later than 6.00pm on the Friday of the assignment week (or by special arrangement with your Gi Group branch). If the procedure is not followed there may be a delay in processing your pay.
- 1.3 Alternatively, you may be asked to use multi-timesheets, attendance sheets, swipe cards or some other method to record your start/break/finish times. In some cases, you will also be asked to register your department and/or category of work. Full instructions will be provided by your Gi Group branch. With these alternative methods your pay information is processed automatically so you don't need to complete a separate timesheet. Remember, though, it is your responsibility to follow the correct procedures and failure to do so may result in delay or error in processing your pay.

## Hours of work

- 1.4 The anticipated hours of work applicable to any assignment will be notified to you in advance of the assignment. In terms of the Working Time Regulations 1998 you are entitled to a break of 20 minutes if you work more than six hours on a continuous basis. If whilst working with a Client you are not provided with your statutory rest breaks, you should raise this immediately with your Gi Group branch. If your assignment is subject to the Road Transport (Working Time) Regulations 2005 you may not exceed six hours Working Time without taking a break of at least 15 minutes. You must have taken no less than 30 minutes break after working for 9 hours and must take an additional 15 minutes after 9 hours work.

## Timekeeping

- 1.5 Punctuality is very important. On the first day of an assignment we recommend that you always allow for unexpected delays and aim to arrive 15 minutes early. If you anticipate being late at any time, contact your Gi Group branch immediately.

## Overtime

- 1.6 Overtime is not guaranteed and if it is offered there is no obligation on you to accept it. Overtime is not covered by any guaranteed working hours provisions and does not form part of normal working hours. Overtime will not form any part of the calculations on holiday pay entitlement.

## Absence from work

- 1.7 If you are absent from work for any reason you must inform your Gi Group branch no less than 30 minutes prior to the commencement of your agreed start time on your first day of absence and on any subsequent days of absence.
- 1.8 Absence for holidays, Jury Service, Military Service or other reasons should be agreed in advance with your Gi Group branch who will advise you of the procedure to be followed.
- 1.9 You should try to ensure that, wherever possible, any medical or dental appointments are made outside your normal working hours.

## Holidays

- 1.10 Under the Working Time Regulations 1998 you qualify for paid holiday. Your holiday entitlement is 5.6 weeks' paid holiday in each holiday year. This equates to 28 days' leave per holiday year including public holidays. This will be updated with any amendments to statutory requirements.
- 1.11 Your holiday year will be a 12 month period. The holiday year runs from 1st January to 31<sup>st</sup> December
- 1.12 If your employment begins or ends part way through the holiday year your holiday entitlement for that year will be assessed on a pro rata basis.

- 1.13 You may only take paid holiday to the extent that you have accrued it by your period of continuous work on any assignment. One week's holiday pay is an average of the previous 52 worked weeks' remuneration. Your normal working hours will be advised to you at the start of each assignment.
- 1.14 If on the termination of your employment, you have taken holidays in excess of the statutory holiday entitlement which has accrued to you at that time you will be required to repay to Gi Group holiday pay in respect of those holidays.
- 1.15 Subject to clause 1.12 and unless otherwise stated in the Assignment Information, during the first 12 months of employment your entitlement to paid annual leave shall accrue in proportion to the length of your employment. The amount of payment which you will receive in respect of periods of annual leave will be calculated on the basis that one week's holiday pay is an average of the previous 52 worked weeks' remuneration (or the number of worked weeks where your length of service is less than 52 worked weeks') in accordance with the statutory requirements. You may not take more than 2 weeks' holiday in any one month period, nor may you during your first 12 months of employment take holiday, which has not accrued.
- 1.16 Gi Group may require you to take part or all of any unpaid holiday entitlement by giving you not less than two weeks' notice.
- 1.17 All holidays must be taken in the holiday year in which they accrue and cannot be carried over to the next holiday year, unless in situations such as long term sickness or maternity leave. Please speak with your Manager for further information

### **Sickness**

- 1.18 If you are sick for more than three days, subject to certain conditions, you may be entitled to Statutory Sick Pay. Details are contained in your terms of employment.

### **Your pay**

- 1.19 We know how important it is to be paid promptly so, provided the appropriate timesheet procedures have been completed and returned to us as instructed, you will be paid directly by credit transfer into your bank or building society account on the Friday following the week you worked. Full payment details will appear on your pay advice slip.

### **Tax and National Insurance**

- 1.20 We have a legal obligation to deduct PAYE and NIC from your pay. To avoid paying more tax than necessary or to avoid delays in processing your pay, we must receive your P45, P46 or a P38(s) along with your National Insurance number before you start any assignment. If you do not pay PAYE and NIC in the usual way, special arrangements must be made through your Gi Group branch.

### **Tax code queries**

- 1.21 Once you have supplied us with your tax documents, and commenced working, any queries relating to your tax code should be directed to the HMRC office shown on any correspondence received.

### **P45s**

- 1.22 Should you wish to resign from flexible employment with Gi Group, please request your P45 from your branch.

## **2. Pensions**

- 2.1 Following the introduction of the Government Auto-Enrolment pension scheme, Gi Group have chosen to offer NEST as our workplace pension scheme provider to meet our employer duties and help you put aside money for your retirement. You will be provided with the relevant information about this scheme once you become an employee of Gi Group.

## **3. Working with Gi Group**

### **Our professional reputation**

- 3.1 Gi Group's ability to offer you suitable assignments depends on our continued reputation for high quality and reliability. Please remember to maintain a high standard of professional conduct and to do your utmost to promote the interests of Gi Group at all times.

### **Entitlement to work in the UK**

- 3.2 You confirm that you are legally entitled to work in the United Kingdom. If Gi Group discovers that you do not have permission to live and work in the United Kingdom, or if your permission to do so is revoked, Gi Group will be entitled to terminate your employment immediately without giving you any notice or paying you in lieu of notice. Gi Group can do so in those circumstances without giving you any warning in terms of the disciplinary procedure. If there are any changes to your visa or other permission to work in the UK, you must inform your Gi Group branch immediately.

### **Outside employment**

- 3.3 If you wish to undertake outside employment then you must inform Gi Group in order to meet working time regulation requirements. The work undertaken must not be in competition with the business of the Client, must not affect the performance of your duties and must not prevent you from being available to accept assignments.

### **Changes to circumstances**

- 3.4 To help us offer you the most suitable assignments, please inform us immediately of any change in your circumstances. This may be a new skill you have acquired, or perhaps a change of address, phone number, bank account, mobility or your availability for work.

If you are subject to any criminal convictions during your employment with Gi Group, or if you have any pending convictions then you must let your manager know immediately. Failure to do so may result in your employment being terminated.

- 3.5 If seeking assignments requiring any licence or permit, for example as a driver, you must inform us immediately of any changes to your licence.
- 3.6 You must also tell us if there is a change to your health and fitness compared to the information provided by you at registration. If you become pregnant, you should inform your Gi Group branch who will provide you with a copy of the Maternity Policy.

### **Employment by the Client**

- 3.7 If you are looking for permanent employment you are in the ideal position as a Gi Group Flexible Employee. Not only do our Clients often offer permanent work to people who perform well, but also you have the ideal opportunity to try a post before you commit yourself. We can help you find the very best opportunities. If you are offered a permanent post by any Client, please let your Gi Group branch know immediately.

### **Scope of Assignment**

- 3.8 While on an assignment, you must not carry out any job functions or tasks that are outside the scope of your assignment as notified to you. If whilst working on an assignment you are requested by the Client to carry out a task outside this scope, please contact your Gi Group branch immediately.

- 3.8.1 Flexible Employees who are Mobile Workers working in operations not subject to EU Drivers Hours Rules and Flexible Employees who are not Mobile Workers will be subject to the Working Time Regulations 1998 (as amended). In order to calculate the average number of weekly hours worked on an Assignment by such workers, the start date for the relevant averaging period under the Working Time Regulations 1998 (as amended) shall be the date on which the Flexible Employee commences the first Assignment.

- 3.8.2 Flexible Employees who are mobile employees working in operations subject to EU Drivers Hours Rules shall be subject to the Road Transport (Working Time) Regulations 2005. The first 26-week Reference Period began at 00.00 hours on 16<sup>th</sup> March 2020. Subsequent Reference Periods begin at 00.00 on the following dates:

14<sup>th</sup> September 2020  
15<sup>th</sup> March 2021  
13<sup>th</sup> September 2021  
14<sup>th</sup> March 2022  
12<sup>th</sup> September 2022

13<sup>th</sup> March 2023  
11<sup>th</sup> September 2023  
11<sup>th</sup> March 2024  
9<sup>th</sup> September 2024

The Workforce Agreement also derogates from the 10 hour Night Work limit imposed by the Road Transport (Working Time) Regulations 2005. The Workforce Agreement remains in place until 9<sup>th</sup> March 2025

## Personal Appearance

- 3.9 Gi Group Flexible Employees are renowned for maintaining a high level of personal appearance and dress at all times. Presenting a professional image is very important.
- 3.10 In particular, you should follow all instructions from the Client regarding uniforms, safety footwear, special grooming, appearance or conduct, specifically with reference to health, safety and hygiene. If you have any doubts as to what is expected, please ask your Gi Group branch.
- 3.11 If dressed unsuitably, you may be sent home and required to return suitably attired. In such circumstances, no payment may be made for the time spent away from work.
- 3.12 In circumstances where you consider that observing the dress code may contravene principles regarding discrimination, you should contact your Gi Group branch in order to discuss the issue.

## Conduct

- 3.13 Please conduct yourself professionally at all times. Be polite and aim never to cause offence or misunderstanding. Remember that when on assignment you are our ambassador and future Client assignments may depend on your conduct.
- 3.14 It is not possible to provide a comprehensive list of rules as to how any Flexible Employee should conduct himself/herself, but the following list outlines normal rules and practices to be followed.
  - 3.14.1 If in doubt about any rules or practices ask your Gi Group branch.
  - 3.14.2 While engaged on any assignment for a Client, you must:
    - 3.14.2.1 Co-operate with the Client and its employees and other workers and accept the lawful direction, supervision and instruction of any responsible person in the Client's organisation;
    - 3.14.2.2 Observe any rules and regulations of the Client's workplace to which your attention has been drawn or which you might reasonably be expected to anticipate or find out;
    - 3.14.2.3 Treat with courtesy and respect all fellow employees, visitors and Clients
    - 3.14.2.4 Conform to the normal hours of work for the Client's workplace (unless arrangements have been made in advance to the contrary with both your Gi Group branch and the Client);
    - 3.14.2.5 Take all reasonable steps while working for the Client to safeguard your own safety and the safety of any others who may be present or affected by your actions during the assignment and comply with the Health and Safety policy of the Client;
    - 3.14.2.6 Not engage in any conduct detrimental to the interests of the Client;
    - 3.14.2.7 Not use any motor vehicle or any mechanised equipment in connection with any assignment unless proper insurance cover is in force for such use. You shall indemnify and keep indemnified Gi Group against loss or liability incurred directly or indirectly by Gi Group arising out of any such use.

## Property and resources

- 3.15 Flexible Employees are asked to respect Gi Group and Client property at all times and ensure the cost conscious use of telephones, stationery etc. Telephones, internet, fax machines etc. must not be used for personal use unless prior authorisation has been obtained. Misuse of Gi Group or Client resources for personal means may be treated as a disciplinary matter.

## Security

- 3.16 Please ensure that you comply with Client security measures at all times, including following any instructions relating to the wearing of security badges or identity cards.
- 3.17 You may be provided with items such as keys and access cards as are necessary to gain correct access to the parts of the Client's premises where work is to be carried out. These items remain the property of the Client and should be returned as requested or on termination of the assignment or your employment.
- 3.18 Please keep confidential information, valuables, equipment and materials adequately secured at all times.
- 3.19 You must never be in unauthorised possession of any property, including cash belonging to the Client, your colleagues or Gi Group.
- 3.20 Report suspicious incidents or loss of items immediately to your Gi Group branch.

### **Stop and Search**

- 3.21 Gi Group or the Client reserves the right to stop and search fully any employee (or their vehicles) or any visitor (or their vehicles), both prior to entry and before exit from the working location, using whatever reasonable means are at Gi Group/the Client's disposal. Access may also be denied to the working location as part of the stop and search policy.
- 3.22 It is part of your Terms of Employment that if you are asked to take part in a random stop and search that this is complied with. Failure to comply with this may result in disciplinary action and may lead to summary dismissal.
- 3.23 A search may be made of your office, desk, filing cabinet, car, bag or person.

### **Smoking**

- 3.24 It is illegal to smoke in all enclosed places and workplaces including but not limited to, Client vehicles.

### **Alcohol/Substance Abuse**

- 3.25 Gi Group regards drunkenness or disorderly conduct (including being under the influence of alcohol, unauthorised substances or misusing substances) whilst at work, on Gi Group or Client business or otherwise on Gi Group's or a Client's premises, as being gross misconduct for which you can be dismissed summarily.
- 3.26 You should inform your Gi Group branch of any prescribed drug you are taking or course of treatment you are following which may have an impact upon your ability to properly perform your job (e.g. by making you drowsy or affecting concentration). It is your responsibility to ensure that your practitioner/pharmacist is aware of the requirements of your job. It is your responsibility to ensure that you are fully informed of the potential side effects of any drug/treatment recommended for you, and that any potential side effects are reported to your Gi Group branch.
- 3.27 Gi Group regards the selling, purchasing, use or possession of any illegal substance whilst at work, on Gi Group or Client business or otherwise on Gi Group's or a Client's premises, as gross misconduct for which you may be summarily dismissed. Gi Group reserves the right to inform the police of any such behaviour.

### **Tools/Equipment/PPE**

- 3.28 If, as a matter of convenience, you are provided with any tools or equipment by Gi Group or a Client for the purposes of an assignment, you shall be responsible for the security and condition of such tools or equipment. Any damage to tools or equipment must be reported to Gi Group and to the Client immediately. If and to the extent that any tools or equipment are damaged or lost while in your care, you will be responsible for the cost of any necessary repairs or replacement. You will pay to Gi Group the cost of repair or replacement where the tools and/or equipment belong to Gi Group and you will pay to Gi Group an amount equivalent to any charge made to Gi Group by the Client on account of such loss or damage where the tools and/or equipment belong to the Client. Gi Group may, if it wishes, obtain part or all of such payment by making deductions from pay due to you under the terms of your Terms of Employment.
- 3.29 You may be required to wear Personal Protective Equipment (PPE). PPE issued by Gi Group will remain at all times the property of Gi Group and must be returned at the end of your assignment.
- 3.30 Failure to return PPE at the end of an assignment will result in the cost of the PPE being deducted from your final pay.

### **Night-working**



- 3.31 Sometimes you may be classed as a night worker. If you are in any doubt as to your status, you should ask your Gi Group branch. If you are a night worker, you are entitled to request a health screening questionnaire from your Gi Group branch in order to identify any potential risks to your health of such work. If your health changes after you have filled out a questionnaire, you may ask for and fill out a further questionnaire.

### **Driving Fines and Penalties**

- 3.32 You will be personally liable for any fines or penalties incurred due to driving offences for which you are responsible, including parking fines for any reason, whilst using Client or company vehicles whether on public roads or private premises. Failure to pay any fines within the required timescale may lead to disciplinary action. Any fines or penalties that are levied via a Client of Gi Group or not paid by you within the required timescale or outstanding at the time you leave Gi Group may be subject to an administration charge. Both will be deducted from any monies due to you by way of wage or holiday pay.

## **Gi Group Policies**

### **4. Equal Opportunities**

- 4.1 Gi Group is committed to the principle of equality of opportunity in employment. The same applies to the way in which Gi Group's recruitment services are offered to Clients and applicants. Entry to Gi Group and promotion within it are determined solely by the application of objective criteria and personal merit. No employee or applicant will be treated less favourably than another on grounds of sex, marital status, sexual orientation, age, disability, race, colour, religion, ethnic or national origin or trade union involvement.
- 4.2 Likewise, no employee of Gi Group should treat less favourably an individual on grounds of sex, marital status, sexual orientation, age, race, disability, colour, religion, ethnic or national origin or trade union involvement.
- 4.3 This Statement has been drawn up to ensure that Flexible Employees comply with all legal requirements and understand the main points of the relevant legislation, in short to prevent discrimination.
- 4.4 A copy of the full Equal Opportunities Policy is available from your Gi Group branch.

### **5. Dignity at Work**

- 5.1 As part of its overall commitment to equality of opportunity, Gi Group is fully committed to promoting a harmonious working environment. Every employee has the right to be treated with respect and dignity and is entitled to work in an environment free from harassment, victimisation and bullying, whether it is related to disability, race, gender, health, social class, sexual orientation, marital status, nationality, religion, employment status, age or membership or non-membership of a trade union.
- 5.2 A copy of the Dignity at Work Policy is available from your Gi Group branch.

### **6. Public Interest Disclosure**

- 6.1 You can obtain a copy of the Public Interest Disclosure Policy from your Gi Group branch. Gi Group encourages Flexible Employees to raise genuine concerns about malpractice at the earliest practicable stage rather than wait for proof. Malpractice within the Company is taken very seriously. In the first instance any concerns should be raised with your Gi Group consultant or if this is not practicable with a Director.

### **7. Family Friendly Policies**

- 7.1 Gi Group applies the statutory schemes in respect of Maternity leave and pay, Adoption leave and pay, Paternity leave and pay, Parental leave, Dependent Care Leave and Flexible Working

### **8. Disputes**

- 8.1 No dispute between any members of Gi Group's Flexible Employees shall be permitted to occur either on Gi Group or Client premises and Gi Group requires that each Flexible Employee will at all times work in harmony with all other members of Gi Group and all personnel of the Client with whom they come into contact.
- 8.2 It is expected that Flexible Employees will maintain a good working relationship with colleagues at all times, complying with all procedures including the Dignity at Work and Equal Opportunities policies.
- 8.3 If you have a concern or complaint relating to your employment you should raise the matter under the Grievance Procedure.

## 9. Disciplinary Policy and Procedure

- 9.1 The purpose of the disciplinary policy is to ensure that Gi Group behaves fairly and consistently towards all Flexible Employees in investigating and dealing with alleged instances of unacceptable conduct or performance. To promote that purpose Gi Group has developed a procedure for disciplinary matters. The procedure is a guide, not a rule. It is not contractual. Gi Group reserves the right to depart from the precise components of its disciplinary procedure where it is appropriate to do so.
- 9.2 All cases of misconduct or poor performance must be dealt with in accordance with a fair procedure.

The aims of the policy are:

- To be consistent in the treatment of comparable cases.
- To allow for careful investigation before penalties are applied.
- To aim to correct behaviour where possible.
- To deal rapidly and effectively with misconduct and incapability.
- To be fair to all Flexible Employees at all levels of the organisation in disciplinary matters.

- 9.3 This policy is applicable to all Gi Group Flexible Employees. It does not form part of your terms of employment. It may be varied by Gi Group from time to time.

### Procedure

#### 9.4 Informal Stage

- 9.4.1 In some instances Gi Group may consider that there is no need to take formal disciplinary action, and that it is sufficient to counsel you where conduct or capability are considered to be unsatisfactory. Such counselling will still be documented in your personnel records.

#### 9.5 Formal Stage

- 9.5.1 When disciplinary matters require a hearing to be held 48 hours' notice of the hearing will be given wherever practicable and those concerned will be informed in advance of the matter to be discussed. You will receive a letter inviting you to attend the disciplinary hearing. This letter will set out the matters to be discussed at the hearing.
- 9.6 At any formal disciplinary hearing, you have the right to be accompanied by a Gi Group Flexible Employee or Trade Union representative. You will be entitled to hear details of any complaint made, and to examine any relevant documents prior to the disciplinary hearing. You will be given an opportunity to respond to the matters raised prior to a final decision being made. At the conclusion of each stage, you will be given a letter recording the outcome of the hearing and the means of appeal.
- 9.7 No disciplinary sanction will be imposed on you until the case has been investigated.
- 9.8 You may be suspended with pay pending the conclusion of the investigation and/or disciplinary procedure, without prejudice.
- 9.9 You will not normally be dismissed for a first breach of discipline except in the case of gross misconduct. The penalty for gross misconduct may be dismissal without notice and without payment in lieu of notice.
- 9.10 You will have the right to appeal against any disciplinary penalty imposed.
- 9.11 Your Gi Group branch manager or an appropriate Gi Group representative will conduct the disciplinary hearing. Your Gi Group branch manager will then make the decision on the level of disciplinary action to be taken.

9.12 All cases of disciplinary action under this procedure will be recorded and placed in Gi Group's records. A copy of Gi Group's relevant records will be supplied at your request.

9.13 The following procedural stages apply to offences other than gross misconduct. Gi Group, however, reserves the right to enter this process at any stage:

#### **9.14 Stage 1 - Formal verbal warning**

9.14.1 If conduct or performance (in terms of output or quality) does not meet acceptable standards, you will normally be given a formal verbal warning in the first instance. The warning will remain on your file for 6 months with details of the action(s) required to rectify the misconduct or poor performance and that it constitutes the first formal stage of the disciplinary procedure. A letter informing you of the verbal warning and the reasons for it being issued will be sent to you and kept on your personnel file at Gi Group.

#### **9.15 Stage 2 - First written warning**

9.15.1 If the offence is a serious one, or if there is a further occurrence of a minor offence, then a first written warning will be given to you. A first written warning can also be given for an accumulation of minor offences for which a verbal warning may not have already been issued. Warnings may run concurrently if for different reasons, e.g. one for misconduct and another for poor performance. Such a warning will set out the precise details of the offence and the improvement in conduct or performance required and the time scale if applicable. It will also set out the likely consequences of further offences and what action will be considered if there is no satisfactory improvement. A letter informing you of the first written warning will be sent to you. The written warning will remain on your personnel file for 12 months.

#### **9.16 Stage 3 - Final written warning**

9.16.1 If there is still a failure to improve conduct and/or performance and these remain unsatisfactory, or alternatively if the misconduct is sufficiently serious to warrant only one final written warning (but insufficient to justify dismissal) then a final written warning will be issued to you. The warning will, if appropriate, refer to any previous disciplinary action and will state the consequences of failure to improve as required. The warning will remain on your personnel file for 12 months. A letter informing you of the final written warning will be sent to you and a copy kept on your personnel file at Gi Group.

#### **9.17 Stage 4 – Dismissal**

9.17.1 If conduct and/or performance remains unsatisfactory and you still fail to reach the prescribed standards then dismissal will normally result. This stage of the disciplinary procedure will normally be carried out by a Gi Group General Manager. The reason(s) for dismissal will be specified and communicated to you and where appropriate, reference will be made to any previous disciplinary action taken. The dismissal notice will indicate the effective date of termination of employment together with the right of appeal. Dismissal at this stage will normally be with notice or pay in lieu of notice. A letter informing you of the termination of employment will be sent to you and kept on your personnel file at Gi Group.

#### **9.18 Demotion**

9.18.1 Gi Group may use demotion as part of the disciplinary procedure. This may be instead of or as well as any of stages 1-4 as listed above.

9.18.2 The following list provides examples of offences, which are normally regarded as gross misconduct. This list indicates the type of offences that constitute gross misconduct but is not exhaustive. An act of gross misconduct will normally warrant summary dismissal without the normal period of notice or payment in lieu of notice.

##### **9.18.3 Gross misconduct**

9.18.3.1 Falsification of records including; timesheets, tachographs and digital tachograph data or any other document relating to the timekeeping of any Flexible Employee.

9.18.3.2 Fighting or acts of violence or intimidation. Refusal to comply with or deliberate disregard of Health and Safety regulations.

9.18.3.3 Persistent refusal to obey reasonable instructions given by a line manager.

9.18.3.4 Wilfully endangering others.

9.18.3.5 Serious misrepresentation on your employment application.

- 9.18.3.6 Unauthorised possession of Gi Group/Client property or property of third parties.
- 9.18.3.7 Serious negligence which causes unacceptable loss, damage or injury.
- 9.18.3.8 Conduct which could bring Gi Group/Client into disrepute.
- 9.18.3.9 Theft. Attempted theft or wilful damage to Gi Group/Client property or property belonging to any individual.
- 9.18.3.10 Being drunk and disorderly or under the influence of alcohol and/or drugs on Gi Group/ Client premises.
- 9.18.3.11 Being in possession of illegal substances whilst on Gi Group/Client premises.
- 9.18.3.12 Unauthorised disclosure of any Gi Group/Client information.
- 9.18.3.13 Serious and/or persistent harassment or discrimination or bullying whether sexual, racial or otherwise.
- 9.18.3.14 Serious act of insubordination or insulting abusive or indecent behaviour.
- 9.18.3.15 Convictions for any offence affecting staff or external relations which amount to a breach of trust.
- 9.18.3.16 The abuse or misuse of Gi Group/Client internet or email systems.
- 9.18.3.17 Unauthorised absence.
- 9.18.3.18 Refusal of a suitable Assignment.
- 9.18.3.19 Failing to keep Gi Group properly informed of your availability or non-availability.
- 9.18.3.20 Posting material onto social network sites such as but not limited to Facebook, Twitter or Instagram which could be considered to be inappropriate and /or which could be found to lower the reputation of the organisation, staff or customers and/ or contravene the company's equal opportunity policy.

### **9.19 Appeal procedure**

- 9.19.1 If you have been given a formal warning or have been dismissed with or without notice you will be entitled to appeal to the next level of management.
- 9.19.2 Appeals must be lodged with Gi Group within five working days of receipt of any formal warning or notice of dismissal.
- 9.19.3 If your warning was issued by the Gi Group branch, you should lodge your appeal in writing within 5 days. Reasons for the appeal must be stated. Mere disagreement with the disciplinary action taken will not be considered as a suitable basis for an appeal.
- 9.19.4 All appeals will be considered as quickly as possible. The decision made on appeal will be final and, where possible, will be given to the Flexible Employee in writing within 5 days of the appeal hearing.
- 9.19.5 Please note that this appeals procedure relates specifically to the outcome of a disciplinary hearing and must not be confused with the grievance procedure, which relates to concerns raised by you about your job.

### **9.20 Performance and capability**

- 9.20.1 With reference to performance and capability, standards in terms of quality and quantity of work will be discussed and set down between you and the Client line manager. Incapability by you may be regarded as justification for dismissal without formal warnings.

## **10. Grievance Policy and Procedure**

- 10.1 Gi Group recognises that from time to time Flexible Employees may wish to seek redress for grievances relating to their employment. Gi Group has a responsibility to ensure that any grievance that is raised is dealt with promptly.

- 10.2 The aim of this grievance procedure is to provide a process by which a Flexible Employee may raise a grievance and where necessary to enable the aggrieved person to appeal to the second level of management. The ambition of the procedure is to settle any grievance or issue as near as possible to the point of origin.
- 10.3 Gi Group's policy is to encourage free communication between Flexible Employees and their line managers/Gi Group to ensure a speedy resolution to disputes. This procedure is applicable to all Gi Group Flexible Employees. The grievance procedure does not form part of your terms of employment. Gi Group may adopt any procedure that it considers suitable to the circumstances.
- 10.4 Stage 1 – grievance in writing**
- If you have a grievance about your employment/assignment you may apply in writing to your immediate Gi Group branch manager. If the grievance relates to your immediate Gi Group branch manager, you should raise the matter with a regional manager.
- 10.5 Stage 2 – meeting**
- You will be invited to at least one meeting at which the alleged grievance can be discussed. You should take all reasonable steps to attend. Your Gi Group branch manager will aim to respond to the grievance in writing within 10 working days of the meeting taking place and will offer you the right of appeal.
- 10.6 Stage 3 – appeal**
- If the grievance is not resolved to your satisfaction you may appeal in writing, within 5 working days of receipt by you of the decision to the next level of management. A meeting will be arranged to discuss the appeal. You should take all reasonable steps to attend. The manager dealing with the appeal will aim to give you a written decision within 10 working days. The manager's decision will be final and binding.
- 10.7 If the grievance involves a Client employee then the Client will be consulted as part of the procedure.

## 11. Health & Safety Guidance

- 11.1 As a company, Gi Group aims to ensure the health and safety of Flexible Employees, clients, representatives and visitors. It is the duty of Gi Group, and Gi Group undertakes to ensure, so far as is reasonably practicable, the health, safety and welfare of its Flexible Employees at work. On request the Company's health and safety policy will be made available to the Flexible Employee.
- 11.2 It is Gi Group's policy to make sure that health and safety provision is made for the Flexible Employees it supplies in order to promote and encourage the highest standards of health and safety at work. In order to achieve this, it is necessary to obtain full support from every Flexible Employees and Client.
- 11.3 Gi Group undertakes to:
- Request Flexible Employees and Clients to co-operate with Gi Group and with each other in order to promote safety and reduce hazards.
  - Request that Clients give Gi Group and the Flexible Employee details of specialist skills or qualifications required to carry out an assignment together with health & safety information.
  - Pass to the Flexible Employee all information provided by the Client on health & safety issues connected with the assignment.
  - Require the Flexible Employee to adhere to the Client's Health & Safety Policy at all times whilst on an assignment.
- 11.4 You have a duty to:
- Assess risks to your own health and safety to which you are exposed at work. This extends to reporting any dangers or potential risks to your line manager at the Client and your Gi Group branch.
  - Stop working immediately if you consider that your working environment is unsafe and immediately report the matter to your line manager at the Client and your Gi Group branch.
  - Work in a safe manner taking all reasonable steps to safeguard your own safety and that of any persons who may be affected by your actions.
  - Report incidents that have or may lead to accident or injury to the line manager at the Client and your Gi Group branch.
  - Co-operate in any investigation and report on all accidents or incidents that may cause or lead to injury.
  - Report any shortcomings in the Client's arrangements for health and safety to Gi Group.

- Co-operate with the Client on health & safety matters and observe all health & safety instructions and regulations from the Client.
- Wear (and request if you consider it necessary) any protective clothing and use any safety equipment that has been provided in order to carry out any assignment.
- Request a copy of the Client's Health and Safety Policy before starting any assignment, and ensure that you read and understand the Client's Health and Safety Policy.
- Observe and comply with the Client's Health and Safety Policy at all times. Take care to follow any safety regulations and be responsible not only for your own health and safety at work but also for that of your colleagues and employees of the Client.

11.5 Clients have a duty to:

- Treat all Flexible Employees as they would their own employees for all health & safety matters and ensure a safe system of work at all time
- Provide Gi Group with information on special qualifications or skills, which the employee will need and on special features of the work insofar as they are likely to affect the health & safety of Flexible Employees.
- Co-operate and co-ordinate with Flexible Employees on health & safety matters.
- Provide Flexible Employees working with them with information on health & safety risks and measures.
- Make available to the Flexible Employees safety equipment and protective clothing as necessary for the job to be undertaken and ensure its use.
- Tell the Flexible Employee the name of his/her authorised Health & Safety representative.
- Record any accidents or injuries in their Accident Record Book and report to the Health & Safety Executive, in accordance with current requirements.
- Assess health & safety risks and record the result of the assessment.

## 12. First Aid/Accidents

12.1 All accidents, no matter how small, must be reported to the designated Client representative and your Gi Group branch. All accidents must be recorded in the Client's and Gi Group Accident Books. If you have an accident, get first aid treatment immediately. The smallest cut, if neglected, could result in infection.

## 13. Fire

13.1 You must ensure that you are fully conversant with and comply with the fire and other emergency procedures and take part in all drills as organised/notified by Gi Group and/or the Client.

13.2 You must ensure that you do not render any fire escape or fire escape routes at the site unavailable for emergency use, nor cause any obstruction at any time to any staircases, passages, walkways, entrances and exits or any other part of the site.

13.3 If you require further guidance you should refer to your Gi Group branch or the Client.

13.4 Make sure you know:

- How to raise the fire alarm.
- The fire evacuation procedure as explained at induction.
- Where the fire extinguishers are but only use them if you are properly trained to do so.
- The whereabouts of all fire exits.
- The fire representative for your area of work (if appropriate).

## 14. Electricity

14.1 The 2 main risks from electricity are:

- Shocks.
- Fires.

14.2 The Risks of electrical shocks and fires can be reduced by:

- Not overloading sockets.
- Always visually check electrical equipment to ensure it does not have a cracked or damaged casing, worn or exposed wires and is in generally good repair before using it.
- Never attempt to repair or adjust electrical appliances unless qualified to do so and authorised in writing by the Client.
- Never touching light switches or appliances with wet hands.
- The repair and maintenance of electrical appliances is a job for an expert.

## 15. Display Screen Equipment (VDUs)

15.1 When using computers you should sit directly in front of the computer facing the screen and the keyboard. You should also make sure that the screen is clean and the focus, brightness and contrast is adjusted to give the best picture quality. Your seating position is also important and this means having your back supported and as near to vertical as possible.

15.2 HSE Guidance suggests that you take periodic breaks from the VDU. This does not mean that you have to stop work. The recommendation is that you take time out from using the screen every one to two hours. It is stressed that frequent short breaks are better than occasional longer ones.

15.3 If you feel that you are having health problems associated with the use of your computer you should in the first instance discuss this with the Client and inform Gi Group immediately. You will need to keep Gi Group informed as to feedback from the Client and any actions taken.

## 16. Manual Handling

16.1 Manual handling regulations cover the tasks which involve supporting or transporting loads by physical human effort. You should familiarise yourself with good handling techniques as hazards are not only presented by heavy loads. There is no particular maximum weight specified in the regulations, which recognise the fact that whilst weight is evidently a significant factor, there are other considerations of equal importance.

16.2 You should think about the following points if you have to do any lifting:

- Plan the lift. What is the best way to get the load from A to B?
- Get help if the load is beyond your capability or awkward. If you are in any doubt about the lift you are about to attempt, seek help and advice from your line manager at the client.
- Always use appropriate handling equipment such as trolleys, wheels, ramps and hoists.
- Always use appropriate personal equipment such as safety shoes, gloves, overalls and eye protection.
- Prepare the handling area and watch for hazards such as constraints on posture, uneven or slippery floors, variations in levels, hot/cold/humid conditions or strong air movements. Improve these factors as far as it is reasonably practical.
- Remove obstructions and ensure that you can see over the load when carrying it.
- Ensure you are balanced properly for lifting by positioning the feet apart, one foot pointing away from the other and slightly in front with you weight balanced between them.
- Take a comfortable hand hold, using the palm or surface of your hand and fingers.
- Keep elbows tucked into the sides of your body.
- Adopt a good posture, bend the knees using them to lift, and keep the back straight during the lift. Get a firm grip on the load before lifting.
- Keep the load close to your body.
- Lift smoothly trying not to jerk.
- If necessary lift by easy stages, re-adjusting your lifting posture accordingly.
- Do not twist your body when turning to the side.
- Put the load down before adjusting it to the desired position.

The above is general guidance. If you feel you need more or specific information regarding manual handling, please contact your Gi Group branch.

16.3 Machinery: The 5 main types of danger from machines are:

- Traps
- Entanglement
- Contact
- Ejection
- Impact

## 17. To minimise risk:

- Operate only machines you have been trained and authorised to use.
- Make sure you can reach the controls easily and know how to stop the machine.
- Safety guards fitted to machines must be used.
- If you are trained and authorised to do so, wait until a machine has stopped and has been switched off before you clean and clear it.
- Do not wear dangling jewellery or loose clothing which could get caught in moving parts.
- Keep long hair tucked under a cap or tied back.
- Do not distract other people who are using machines.
- Inform your Supervisor if any machine is not working properly.

17.1 Hand tools: To avoid accidents with hand tools follow the basic safety rules:

- Use the right tool for the job.
- Make sure that it is in good condition.
- Use it in the correct way.
- Do not use tools you have not been trained for.
- Report worn and broken tools.

17.2 Safety signs: Safety Signs must comply with strict requirements on their shape and colour. There are four types of Safety Signs;

- Information, Green on White background.
- Prohibition, Red on White background.
- Warning, Yellow on White background.
- Mandatory, Blue on White background.

17.3 Always ensure you understand and comply with any safety signs displayed.

## 18. The Control of Substances Hazardous to Health Regulations 2002 (as amended), known as C.O.S.H.H.

18.1 The C.O.S.H.H. regulations seek to control exposure to hazardous substances arising out of or in connection with work at the workplace. No Flexible Employee may work with substances hazardous to health unless they have first been given the appropriate information and training by either the Client or Gi Group. In section 20 below are five classifications of Health Effect as explained in the Chemicals (Hazard Information and Packaging for Supply) Regulations 2002 (CHIP3). These are general explanations of the terms and do not replace the information and training received during your pre-placement induction or workplace training.

18.2 Chemicals (Hazard Information and Packaging for Supply) Regulations 2002 (CHIP3)

- Very Toxic – Substances and preparations which in very low quantities cause death or acute or chronic damage to health when inhaled, swallowed or absorbed via the skin.
- Toxic – Substances and preparations which in low quantities cause death or acute or chronic damage to health when inhaled, swallowed or absorbed via the skin.
- Harmful – Substances and preparations which may cause death or acute or chronic damage to health when inhaled, swallowed or absorbed via the skin.
- Corrosive – Substances and preparations which may, on contact with living tissues, destroy them.



- Irritant – Non-corrosive substances and preparations which, through immediate, prolonged or repeated contact with the skin or mucous membrane, may cause inflammation.

## 19. Guide to using hazardous substances safely

19.1 If using any substance that falls into the categories above, you must:

- Make sure you obtain, read and understand copies of all relevant C.O.S.H.H. data sheets from the Client before using any hazardous substances.
- Only use substances you have been trained and authorised to use.
- Ensure hazardous substances are suitable for the intended task.
- Check the container and instruction labels are intact.
- Obtain and wear all protective clothing.
- Check work area/equipment for potential dangers.
- Prepare hazardous substances/cleaning materials as directed on the label.
- Use hazardous substances as directed on the label.
- Rinse and dry as directed on the label.
- Dispose of any unused hazardous substances safely.
- Return hazardous substances to the correct storage area.
- Never mix hazardous substances.
- Do not smoke, eat or drink whilst using hazardous substances.
- Stop working immediately if you think that the working environment is unsafe.

## 20. Special notes for food production assignments

- Hands must be washed frequently, especially after using the toilet, after breaks, before starting work and between tasks. Cuts and sores must be covered with an appropriate metal detectable dressings. Nails must be short and unvarnished.
- Hair must be clean and neat. If long it must always be tied back and secured under protective headwear, when working in a food preparation or service area.
- Jewellery: with the exception of one plain ring (with no stones or engraving) no jewellery should be worn while on duty.
- Personal hygiene: please take care with personal freshness. Frequent washing and the use of deodorants are recommended. Ensure that your uniform is clean and fresh.
- Sickness: never cough or sneeze near food. A clean handkerchief or tissue should be used to contain the cough or sneeze, which should then be disposed of immediately. Hands must then be washed.

## 21. Flexible Employees must inform their Gi Group branch immediately

21.1 If they are suffering from any of the following conditions: food poisoning; typhoid/paratyphoid; dysentery; hepatitis; influenza; ear or throat infection; stomach upset; open sores; eczema. Please note that under no circumstances should you work in a food environment whilst suffering from any of these ailments.

## 22. Special notes for driving assignments

- Always observe the requirements of the EU Drivers' Hours Rules and Road Transport (Working Time) Regulations 2005. If you are in any doubt, please contact your Gi Group branch.
- Always observe the relevant legislation including the Road Traffic Act and Highway Code.
- Ensure that the load is secure. It is your responsibility as the driver even if the vehicle has been loaded by someone else.
- Check that the vehicle has not been overloaded in both gross weight and individual axles. If you feel that it has, ask the Transport/Traffic Manager for permission to proceed to a weighbridge.
- Ensure that the load is evenly distributed, particularly after partial unloading.
- Always complete sufficient checks on the vehicle, to ensure its roadworthiness before leaving the premises.
- Make sure that the Client is informed of any defects and they are entered in the Defect

- Report Book.
- Ensure that you know how to operate all vehicle equipment before starting your journey.
- If you have any doubts, contact the Client.

## 22.1 Time Sheets

- 22.1.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Flexible Employee shall deliver to Gi Group a time sheet duly completed to indicate all the hours worked during the preceding week for all employment agencies and employers and signed daily by the authorised representative of the Client(s). The Driver's Declaration must be signed by Flexible Employee unless the Flexible Employee is unable to agree the declaration, in which case information must be provided to indicate the reason for not signing.
- 22.1.2 Subject to clause 22.1.3 Gi Group shall pay the Flexible Employee for all the hours worked for Gi Group Limited regardless of whether Gi Group has received payment from the Client for those hours.
- 22.1.3 Where the Flexible Employee fails to submit a properly authenticated time sheet Gi Group shall, in a timely fashion, conduct further investigations into the hours claimed by the Flexible Employee and the reasons that the Client has refused to sign a time sheet in respect of those hours. This may delay any payment due to the Flexible Employee. Gi Group shall make no payment to the Flexible Employee for hours not worked.
- 22.1.4 Flexible Employees who are Mobile Workers working in operations not subject to EU Drivers Hours Rules and Flexible Employees who are not Mobile Workers will be subject to the Working Time Regulations 1998 (as amended). Such Flexible Employees' working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of the Flexible Employees' working time for these purposes.
- 22.1.5 Flexible Employees who are mobile employees working in operations subject to EU Drivers Hours Rules shall be subject to the Road Transport (Working Time) Regulations 2005. Working Time, as defined by the Road Transport (Working Time) Regulations 2005 comprises all driving and other non-driving work. In addition to the Working Time, Periods of Availability will form part of the payable hours. Time spent travelling to the Client's premises, lunch breaks and other rest breaks (unless agreed by the Client) will not be paid.
- 22.1.6 You will keep Gi Group informed in writing as to the details of Working Time undertaken for other employers or employment businesses on a weekly basis. Your time sheet will show all work for all employers or employment agencies for the working week. The detail provided relating to your Periods of Availability, breaks and other work will be accurate and true.
- 22.1.7 You will inform Gi Group immediately if there are any changes to your situation which impacts on your Working Time.
- 22.1.8 You understand that any work undertaken for any other employer, regardless of the type of work, shall not be rest for the purposes of EU Drivers Hours Rules.

## 23. Special notes for catering assignments

### 23.1 The following are common major hazards:

- Floors, steps and stairs throughout, particularly if wet.
- Dangerous machines, including slicers, mincers, mixers, food processors and waste disposal units.
- Manual handling hazards, particularly movement of hot pans and food stocks. Large cooking pots containing hot liquid must not be carried across the kitchen; a safe system of decanting should be implemented.
- Storage, use and disposal of cleaning products and pest control baits.
- Storage and use of knives and other sharp work equipment.
- Electrical installation to equipment.
- Access and egress to cold rooms and freezers.
- Access to shelving in stores and kitchen area.
- Work with hot equipment, including ovens, Bain Marie's and stills or hot water boilers, fryers, solid tops.
- Use of barbecue equipment with respect to position near flammable materials, use of gas cylinders and risk of burns to public or catering staff.

- 23.2 It is recognised that the use of hot equipment and liquids, including steam, hot or boiling water, frying oil and the food itself, is an essential part of the catering environment and the hazards can never be entirely eliminated.
- 23.3 The nature of the catering environment is such that cuts are one of the most common occupational hazards in the kitchen. It is essential that cuts are minimised, by ensuring that all staff, particularly the less experienced staff, are aware of the hazards and take appropriate precautions to minimise injury to themselves and others.
- 23.4 There is risk of injury when carrying out cleaning of stainless steel equipment, particularly when cleaning sharp underside surfaces or recesses etc. Staff must use common sense when carrying out such cleaning and use Personal Protective Equipment if provided.
- 23.5 Key measures include:
- Correct knife training and procedures, particularly with respect to use and storage.
  - Staff use the appropriate knife or implement for the purpose it is intended.
  - Adequate supervision must be given to all staff and particularly those under training as young persons.
  - Care must be taken when opening tins, with appropriate safeguards and equipment being used.
  - Care must be taken when opening food packages, particularly when handling wire staples etc.
  - All such packaging must be disposed of appropriately. Care must be taken when cutting Cling Film and using Mandolins.
  - Any breakages, including glass jars, bottles, bowls or dishes or other equipment, must be immediately and properly cleared away in a common sense manner, so as to reduce the risk of injury to yourself or third parties – disposed of in a rigid container not a plastic bag.
  - Care must be taken when using sinks, when washing up and also removing sharp or broken items from dishwashers.
  - No one must intentionally interfere with equipment or guarding provided to promote Health and Safety.

# Terms and Conditions of Employment for Flexible Employees

This Agreement is between;

'The Company'

Gi Group Recruitment Limited (registered company no.1949160) , of Draefern House, Dunston Court, Dunston Road, Chesterfield, Derbyshire S41 8NL

'The Flexible Employee'

Name .....

NI Number.....

Gi payroll number.....

of (address).....

.....

.....

referred to throughout this Agreement as "you" and "your" which shall be construed accordingly

## 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

- "Actual Rate of Pay"** means, unless and until the Flexible Employee has completed the Qualifying Period, the rate of pay which will be paid for all time worked during an Assignment weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Candidate Assignment Information Form;
- "Actual QP Rate of Pay"** means the rate of pay which will be paid to the Flexible Employee if and when s/he completes the Qualifying Period. Such rate will be paid for all time worked during an Assignment weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in any variation to the relevant Candidate Assignment Information Form;
- "Agreed Deductions"** means any deductions the Flexible Employee has agreed can be made from their pay;
- "Assignment"** means assignment services to be performed by the Flexible Employee for the Client for a period of time during which the Flexible Employee is assigned by the Company to work temporarily for and under the supervision and direction of the Client;
- "AWR"** means the Agency Workers Regulations 2010 or the Agency Workers (Northern Ireland) Regulations 2011;
- "Calendar Week"** means any period of seven days starting with the same day as the first day of the First Assignment;
- "Candidate Assignment Information Form"** means written confirmation of the assignment details to be given to the Flexible Employee upon acceptance of an Assignment;
- "Client"** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Flexible Employee is assigned or introduced by the Company;
- "Client's Group"** means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Client, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
- "Conduct Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005;
- "Confidential Information"** means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Company or their business or affairs (including but not limited to this Agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Flexible Employee or any third party in relation to the Assignment by the Client or the Company or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;
- "Control"** means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
- "Data Protection Laws"** means the Data Protection Act 2018, the United Kingdom General Data Protection Regulation (Retained Regulation (EU) 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
- "Deductions"** means any deductions which the Company may be required by law to make and in particular in respect of PAYE income tax and National Insurance Contributions;
- "Emoluments"** means any pay in addition to the Actual QP Rate of Pay;
- "Engagement"** means the engagement (including the Flexible Employee's acceptance of the Client's offer), employment or use of the Flexible Employee by the Client or by any third party to whom the Flexible Employee has been introduced by the Client, on a permanent or temporary basis, whether under a contract

of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Flexible Employee is an officer, Flexible Employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"EU Drivers Hours Rules"	means European Community Drivers' Hours Regulation No. 561/2006.
"First Assignment"	means:  (a) the relevant Assignment; or (b) if, prior to the relevant Assignment: (i) the Flexible Employee has worked in any assignment in the same role with the relevant Client as the role in which the Flexible Employee works in the relevant Assignment; and (ii) the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Flexible Employee is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client);
Hourly Rate"	means National Minimum Wage being the minimum gross rate of pay (subject to Deductions and any Agreed Deductions) that the Employment Business reasonably expects to achieve, for all hours worked by the Flexible Employee;
"Leave Year"	means the period during which the Flexible Employee accrues and may take statutory leave commencing on 1 <sup>st</sup> January and runs until 31 <sup>st</sup> December;
"Mobile Worker"	is any worker forming part of the travelling staff who is in the service of an undertaking, which operates road transport services for passengers or the movement of goods;
National Minimum Wage	means the National Minimum Wage Regulations;
"Period of Extended Hire"	means any additional period that the Client wishes the Flexible Employee to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;
"Periods of Availability"	means periods of waiting time as defined under the Road Transport (Working Time) Regulations 2005, namely, periods of waiting time whose duration is known about in advance by the Flexible Employee. Such periods of time consist of time spent when the Flexible Employee is not required to remain at his/her workstation, but must be available to answer calls to start or resume driving or other work on request; and the period and the foreseeable duration is known in advance by the mobile worker, either before departure or just before the start of the period of availability in question;
"Qualifying Period"	means 12 continuous Calendar Weeks during the whole or part of which the Flexible Employee is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client in the same role, and as further defined in the Schedule to this Agreement;
"Relevant Period"	means the later of (a) the period of 8 weeks commencing on the day after the <u>last</u> day on which the Flexible Employee worked for the Client having been supplied by the Company; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Flexible Employee worked for the Client having been supplied by Company or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;
"RTR"	means Road Transport (Working Time) Regulations 2005;
"Temporary Work Agency"	means as defined in the Schedule to this Agreement;
"Transfer Fee"	means the fee payable by the Client to the Company in accordance with clause 5.2, as permitted by Regulation 10 of the Conduct Regulations; and
"Type of work"	means industrial, commercial, fork lift truck or driving temporary assignments
"WTR"	means the Working Time Regulations 1998 or the Working Time Regulations (Northern Ireland)

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the commencement date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

## 2. THE CONTRACT

- 2.1. The Company undertakes at all times during the currency of this contract to use reasonable endeavours to allocate you to Assignments and as a minimum guarantees that you will be offered at least 37 hours of work on Assignment over the course of any full 12 month period (commencing on the start date of your continuous employment) paid at a rate at least equivalent to the then current National Minimum Wage. For part-time Flexible Employees the guarantee shall be pro rata based upon full time work of 35 hours per week. For the avoidance of doubt there is no entitlement to any particular number of hours of work on Assignment in any particular period shorter than 12 months. The provisions of the Apportionment Act 1870 shall not apply to this contract. Save as provided for herein the Company does not guarantee that there will always be an Assignment to which you can be allocated. You acknowledge that there may be periods when no work is available for you. In such circumstances the Company has no obligation to pay you when you are not carrying out work or not on Assignment.
- 2.2. This Agreement is issued in accordance with section 1 of the Employment Rights Act 1996 OR the Employment Rights (Northern Ireland) Order 1996 and is to be supplemented by the Candidate Assignment Information Form and which together form your contract of employment between you and the Company. If there is any conflict between the terms of this Agreement and the terms of any relevant Candidate Assignment Information Form, the terms of the relevant Candidate Assignment Information Form shall take precedence.
- 2.3. Any prior agreements or arrangements (written or oral, express or implied) between you and the Company relating to or arising out of your employment other than any Candidate Assignment Information Forms are hereby cancelled and superseded by this Agreement.
- 2.4. Any reference, express or implied, to an enactment within this Agreement includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.
- 2.5. The Company reserves the right to amend your terms and conditions of employment in writing. You will be given not less than one month's written notice of any significant changes. You will be deemed to have accepted those changes unless you notify the Company of any objection in writing before the expiry of the notice period.
- 2.6. No variation or alteration to this Agreement by you shall be valid unless the details of such variation are agreed between you and the Company and set out in writing and a copy of the varied terms is given to you stating the date on or after which such varied terms shall apply.
- 2.7. The Company shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 or in the Employment (Miscellaneous Provisions) (Northern Ireland) Order 1981 when introducing or supplying you for Assignments with Clients.

## 3. COMMENCEMENT AND DURATION OF EMPLOYMENT

- 3.1. You will be engaged under a contract of employment and your employment under this Agreement will begin on the commencement date of your first Assignment as specified in the first relevant Candidate Assignment Information Form and will continue unless and until terminated in accordance with the notice provisions at clause 14 below.
- 3.2. Your period of continuous employment with the Company will begin on the date your employment begins as set out in sub-clause 3.1 above and no other previous period of work with the Company or any third party counts towards your continuous employment.

## 4. JOB TITLE AND DUTIES

- 4.1. Your job title will be confirmed in each Candidate Assignment Information Form.
- 4.2. You confirm that you are legally entitled to work in the United Kingdom. If the Company discovers that you do not have permission to live and work in the United Kingdom, or if your permission to do so is revoked, the Company will be entitled to terminate your employment immediately without giving you any notice or paying you in lieu of notice. The Company can do so in those circumstances without giving you any warning in terms of the disciplinary procedure. If there are any changes to your visa or other permission to work in the UK, you must inform your Gi Group branch immediately.
- 4.3. Your normal duties will entail you being assigned to various Clients of the Company who have requested the Company to provide them with temporary assistance carrying out **[insert type of work]** work Further details of each Assignment will be confirmed to you in relevant Assignment Details Forms.
- 4.4. As soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Company's request you undertake to:
  - 4.4.1. inform the Company of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which you have worked in the same or a similar role with the relevant Client via any third party and which you believe count or may count toward the Qualifying Period; and

- 4.4.2. provide the Company with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Company; and
- 4.4.3. inform the Company if you have prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count towards the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR:
- 4.4.3.1. completed two or more assignments with the Client;
- 4.4.3.2. completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or
- 4.4.3.3. worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.5. The Company will take reasonable steps to find you suitable work with its Clients and you agree to accept all such Assignments offered to you by the Company. The Company may be entitled to terminate your employment on notice in accordance with clause 14 below if you refuse to accept suitable Assignments. Your refusal of a suitable Assignment may, depending on the circumstances, constitute gross misconduct under the Company's disciplinary procedure entitling the Company to terminate your employment with immediate effect pursuant to clause 14.4 below.
- 4.6. In the event that the Company is unable to assign you to any of its Clients for any period of time you must call your local branch office each day between Assignments to report your availability. In the event you do not work with the Company for any continuous period of seven weeks following the end of your last Assignment you expressly agree that the Company may choose to treat this as your notice of termination of your employment with immediate effect.
- 4.7. If you wish to undertake outside employment then you must inform the Company in order to meet working time regulation requirements. The work undertaken must not be in competition with the business of the Client, must not affect the performance of your duties and must not prevent you from being available to accept assignments. You must notify the Company immediately if you are not available to undertake Assignments at any time during the period of this Agreement and you must comply fully with any notification requirements specified by the Company in this regard. Where you are unavailable or refuse an Assignment which is offered to you, the hours of that Assignment will count towards your guaranteed hours. Failure to notify the Company of your unavailability shall constitute a disciplinary offence because you may receive payment to which you are not entitled and any such failure may result in the termination of your employment with immediate effect pursuant to clause 14.4 below.
- 4.8. While you are on Assignment with any of the Company's Clients you shall:
- 4.8.1. co-operate with the Client's staff and accept the direction, supervision and instruction of any responsible person in the Client's organisation;
- 4.8.2. follow any of the Client's rules and regulations, including without limitation those regarding health and safety and dress code, to which your attention has been drawn;
- 4.8.3. not engage in any conduct detrimental to the interests of the Company and/or the Client which includes any conduct which could bring the Company and/or the Client into disrepute and/or which results in the loss of custom or business by either the Company or the Client;
- 4.8.4. not carry out any job functions or tasks that are outside the scope of your assignment as notified to you;
- 4.8.5. not use any motor vehicle or any mechanised equipment in connection with any assignment unless proper insurance cover is in force for such use.
- 4.8.6. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Company's or the Client's staff;
- 4.8.7. not at any time divulge to any person, nor use for your own or any other person's benefit, any Confidential Information relating to the Client's or the Company's Flexible Employees, business affairs, transactions or finances;
- 4.8.8. ensure that you comply with Client security measures at all times, including following any instructions relating to the wearing of security badges or identity cards;
- 4.8.9. comply strictly with the Data Protection Laws and shall not do or permit to be done anything which might cause the Company or the Client to breach any Data Protection Laws; and
- 4.8.10. on completion of the Assignment or at any time when requested by the Client or the Company, return to the Client or where appropriate, to the Company, any Client property or items provided to you in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.9. The Company or the Client reserves the right to stop and search fully any Flexible Employee (or their vehicles) or any visitor (or their vehicles), both prior to entry and before exit from the working location, using whatever reasonable means are at the Company's/the Client's disposal. Access may also be denied to the working location as part of the stop and search policy. A search may be made of your office, desk, filing cabinet, car, bag or person
- 4.10. It is part of your Terms of Employment that if you are asked to take part in a random stop and search that this is complied with. Failure to comply with this may result in disciplinary action and may lead to summary dismissal.
- 4.11. Flexible Employees who are Mobile Workers working in operations not subject to EU Drivers Hours Rules and Flexible Employees who are not Mobile Workers will be subject to the Working Time Regulations 1998 (as amended). In order to calculate the average number of weekly hours worked on an Assignment by such workers, the start date for the relevant averaging period under the Working Time Regulations 1998 (as amended) shall be the date on which the Flexible Employee commences the first Assignment.
- 4.12. Flexible Employees who are mobile Flexible Employees working in operations subject to EU Drivers Hours Rules shall be subject to the Road Transport (Working Time) Regulations 2005. The first 26-week Reference Period began at 00.00 hours on 5th April 2005. Subsequent Reference Periods begin at 00.00 on the penultimate Monday in March and September respectively, except for the final period which begins on 16th September 2019. The Workforce Agreement also derogates from the 10 hour Night Work limit imposed by the Road Transport (Working Time) Regulations 2005. The Workforce Agreement remains in place until 15th March 2020.
- 5. OTHER EMPLOYMENT**
- 5.1. During the period of each and every Assignment, you must devote the whole of your time, attention and abilities during your normal hours of work to your duties for the Client. If during the course of this Agreement you accept other work under any other contract or arrangement with any other party you must ensure that you continue to comply with the terms of this Agreement, including but not limited to, clause 17.1.
- 5.2. If, before or during an Assignment or during the Relevant Period, the Client wishes to Engage you directly or through another employment business, you acknowledge that the Company will be entitled either to charge the Client a fee or to agree a Period of Extended Hire with the Client at the end of which you may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Company will be entitled to charge a fee to the Client if the Client introduces you to a third party who subsequently engages you within the aforementioned periods.
- 6. INFORMATION TO BE PROVIDED**
- 6.1. At the same time as an Assignment is offered to you the Company shall provide you with an Candidate Assignment Information Form setting out the following:
- 6.1.1. the identity of the Client, and if applicable the nature of their business;
- 6.1.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
- 6.1.3. the type of work, location and hours during which you would be required to work;
- 6.1.4. the Actual Rate of Pay or Actual QP Rate of Pay (as appropriate) that will be paid and any expenses payable by or to you;
- 6.1.5. any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks; and
- 6.1.6. what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment;
- 6.1.7. any other paid leave such as maternity, paternity or adoption leave;
- 6.1.8. the details of pension entitlements and pensions schemes;
- 6.1.9. any other benefits.
- 6.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:
- 6.2.1. you are being offered an Assignment in the same position as one in which you have previously been supplied within the previous 5 business days and such information has already been given to you and remains unchanged; or
- 6.2.2. subject to clause 6.3, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to you before and remains unchanged, the Company needs only to provide written confirmation of the identity of the Client and the likely duration of the Assignment.
- 6.3. Where the provisions of clause 6.2.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Company shall provide such information set out in clause 6.1 to you in paper or electronic form within 8 days of the start of the Assignment.
- 6.4. For the purpose of calculating the average number of weekly hours worked by you on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which you commence the first Assignment.
- 6.5. If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if you are entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in the relevant Candidate Assignment Information Form or any variation to the relevant Candidate Assignment Information Form (as appropriate).
- 7. LOCATION OF WORK**
- You will be required to work for Clients of the Company at various locations within a 30 mile radius of your initial Assignment. The exact location of each Assignment will be confirmed to you in each relevant Candidate Assignment Information Form. Assignments outside of this area may be offered to you by the Company. For the avoidance of doubt, the Company regards total daily commuting time of under 3 hours to be reasonable
- 8. PAY**
- 8.1. During periods when you are carrying out Assignments for Clients of the Company you will be paid no less than the Hourly Rate. The exact amount of your pay (the Actual Rate of Pay) for any particular Assignment will be set out in the Relevant Candidate Assignment Information Form.
- 8.2. If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Company shall pay you:
- 8.2.1. the Actual QP Rate of Pay; and
- 8.2.2. the Emoluments (if any),
- which will be notified on a per Assignment basis and as set out in the relevant Candidate Assignment Information Form or any variation to the relevant Candidate Assignment Information Form.
- 8.3. If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, you may be entitled to receive a bonus. You will comply with any requirements of the Company and/or the Client relating to the assessment of your performance for the purpose of

determining whether or not you are entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, you are entitled to receive a bonus, the Company will pay the bonus to you.

- 8.4. Subject to any statutory entitlement under the relevant legislation referred to in clauses 11 and 12 below and any other statutory entitlement, you will not be entitled to be paid during rest periods, lunch breaks, time spent travelling to and from work and during periods when you are not working on an Assignment (including periods when the Company has been unable to find you an Assignment or you have chosen not to accept any Assignment offered to you).
- 8.5. Your pay will be paid weekly in arrears by credit transfer on Fridays. Late presentation of timesheets may delay the Company in making payment to you.
- 8.6. Your pay and any Minimum Pay is subject to any Agreed Deductions and any deductions which the Company may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions.
- 8.7. Subject to compliance with Regulation 12 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005 the Company reserves the right in its absolute discretion to deduct from your pay any sums which you may owe the Company including, any overpayments (whether made as a result of the Employment Business's mistake or as a result of your submission of an incorrect (including fraudulent) timesheet or loans made to you by the Company or losses suffered by the Company as a result of your negligence or breach of Company rules or this Agreement, and by signing this Agreement you agree to this deduction.
- 8.8. To avoid paying more tax than necessary or to avoid delays in processing your pay, the Company must receive your P45, P46 or a P38(s) along with your National Insurance number before you start any assignment. If you do not pay PAYE and NIC in the usual way, special arrangements must be made through your Gi Group branch.
- 8.9. If the Company or Client provides you with any equipment or clothing to be used in the course of an Assignment with the Client, you must take reasonable care of the equipment or clothing. Furthermore you must return any equipment or clothing to the Company upon termination of this Agreement or within 3 days of a request from the Company. In the event that you do not comply with the obligations set out in this clause, the Company reserves the right to deduct the cost of replacement equipment or clothing from any sums owed to you and by signing this Agreement you agree to this deduction. The question of whether you have taken reasonable care of the equipment or clothing will be solely assessed by the Company's reasonable judgement.
- 9. TIMESHEETS**
- 9.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) you shall deliver to the Company, unless otherwise agreed, no later than 6.00 pm on the Friday of the assignment week, a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.
- 9.2. Subject to the provisions of clause 9.3, the Company shall pay you for all hours worked regardless of whether the Company has received payment from the Client.
- 9.3. Where you fail to submit a properly authenticated timesheet the Company shall, in a timely fashion, conduct further investigations into the hours claimed by you and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to you. The Company shall make no payment to you for hours claimed but not worked and you may be subject to the Company's disciplinary procedure if you seek payment for hours you have not worked.
- 10. HOURS OF WORK**
- 10.1. Whilst on Assignment, you will be required to work such hours as are set out in the relevant Candidate Assignment Information Form and in any event the normal hours of work required by the Client.
- 10.2. You may be offered overtime in addition to your normal hours of work by the Company or the Client. Overtime is not covered by any guaranteed working hours provisions and does not form part of normal working hours. Overtime will not form any part of the calculations on holiday pay entitlement.
- 10.3. Subject to any amendments made to your basic working and employment conditions during the term of this Agreement in compliance with Regulation 5 of the AWR, time spent travelling to and from the premises of the Company or its Clients (apart from time spent travelling between two or more premises of the Client), lunch breaks and other rest breaks and periods during which the Company is not able to offer you any Assignments shall not count as part of your working time for the purpose of the WTR.
- 10.4. In terms of the Working Time Regulations 1998 you are entitled to a break of 20 minutes if you work more than six hours on a continuous basis. If whilst working with a Client you are not provided with your statutory rest breaks, you should raise this immediately with your Gi Group branch. If your assignment is subject to the Road Transport (Working Time) Regulations 2005 you may not exceed six hours Working Time without taking a break of at least 15 minutes. You must have taken no less than 30 minutes break after working for 9 hours and must take an additional 15 minutes after 9 hours work.
- 10.5. If you are entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions and the date from which they commence will be as set out in the Candidate Assignment Information Form or any amendments thereto.
- 11. ANNUAL LEAVE**
- 11.1. You are entitled to paid annual leave according to the statutory minimum entitlement under the WTR. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks, including Bank holidays (pro-rated for part-time workers).
- 11.2. Entitlement to payment for leave under clause 11.1 accrues in proportion to the amount of time worked by you on Assignment during the Leave Year.
- 11.3. Under the AWR, on completion of the Qualifying Period you may be entitled to paid or unpaid annual leave in addition to your entitlement to paid annual leave under the WTR and in accordance with clauses 11.1 and 11.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Candidate Assignment Information Form or any variation to the relevant Candidate Assignment Information Form.
- 11.4. All entitlement to annual leave must be taken during the course of the Leave Year in which it accrues and, save as may be set out in the relevant Candidate Assignment Information Form or any variation to the relevant Candidate Assignment Information Form, none may be carried forward to the next year. You are responsible for ensuring that all paid annual leave is requested and taken within the relevant Leave Year.
- 11.5. Unless stated otherwise in the Candidate Assignment Information Form, if you wish to take paid annual leave you should request such annual leave in writing from the Company, setting out the dates of your intended absence providing notice of at least twice the length of the period of leave that you wish to take. The Company may accept or decline your request depending on the operational requirements of the Client for whom you are carrying out an Assignment. Following any booking of annual leave, the Company may give a counter-notice to you to postpone or reduce the amount of leave that you wish to take and unless stated otherwise in the Candidate Assignment Information Form, in such circumstances the Company will inform you in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by. Subject to clause 11.33 the amount of payment which you will receive in respect of periods of annual leave will be calculated in accordance with and paid in proportion to the number of hours which you have worked on Assignment. You may not take more than 2 weeks' holiday in any one month period, nor may you during your first 12 months of employment take holiday which has not accrued.
- 11.6. The Company may require you to take part or all of any unpaid holiday entitlement by giving you not less than two weeks' notice.
- 11.7. Save where this clause is amended by the Candidate Assignment Information Form, where a bank holiday or other public holiday falls on a working day and you do not work on that day, then subject to you having accrued entitlement to payment for leave in accordance with clause 11.5 (or clause 11.3, if applicable) you may, upon giving one week's notice, take a bank holiday or other public holiday as part of your paid annual leave entitlement.
- 11.8. Upon termination of your employment, your holiday entitlement for that Leave Year shall be in direct proportion to the period employed in that Leave Year and you shall be paid in lieu of any holiday entitlement that was accrued but not taken at the date of termination of employment, or, as the case may be, you shall repay to the Company an amount in respect of any holiday periods taken in excess of your holiday entitlement for that year and you hereby authorise the Company to take repayment of such monies by way of deduction from any final payment owed to you. If, following such deduction you owe further monies in respect of pay received for annual leave taken but not accrued at the time of Termination, you will repay such monies within 14 days of termination of this Agreement.
- 12. NOTIFICATION OF ABSENCES AND SICK PAY**
- 12.1. If you are unable to attend work for any reason and your absence has not previously been authorised by the Company you must inform the Company of the fact of your absence and the full reasons for it no less than 30 minutes prior to the commencement of your agreed start time on each working day of absence. Once you have been absent for a total of 7 days including weekends you must provide the Company with a medical certificate or statement of fitness for work on the eighth day of sickness or injury if your absence is medically related. Thereafter, medical certificates or statements of fitness for work must be provided to the Company to cover any continued medical related absence. If, on a medical certificate or statement of fitness for work, your doctor recommends any adjustments to your duties, hours or working conditions to facilitate a return to work, you are required to co-operate with the Company regarding the possible implementation of such changes, notwithstanding the fact that the advice on a statement of fitness for work is not binding on the Company.
- 12.2. Immediately following your return to work after a period of absence which has not previously been authorised by the Company you are required to complete a self-certification form (irrespective of whether you have a medical certificate or statement of fitness for work to cover part or all of the period of absence) stating the dates of and the reason for your absence, including details of sickness on non-working days as this information is required by the Company for calculating statutory sick pay entitlement. Self-certification forms will be retained in the Company's records.
- 12.3. If you are absent from work due to sickness or injury and comply with the requirements of this clause, you will be paid Statutory Sick Pay in accordance with the provisions of the Social Security Contributions & Benefits Act 1992. For statutory sick pay purposes your qualifying days are Monday to Friday.
- 13. PENSION**
- 13.1. The Flexible Employee may become a member of the Company's stakeholder pension scheme (or such other registered pension scheme as may be set up in place of it) subject to satisfying certain eligibility criteria and subject to the rules of the scheme as amended from time to time. Details of the pension scheme will be provided to you on the commencement of your employment.
- 13.2. The Company may vary this clause in order to comply with any statutory obligations it may have in the future.
- 14. NOTICE TO TERMINATE EMPLOYMENT OR AN ASSIGNMENT**
- 14.1. The period of notice to be given in writing by the Company to you to terminate your employment under this Agreement is as follows:
- 14.1.1. one week's notice if you have been continuously employed for one month or more but less than two years; followed by
- 14.1.2. one week's notice for each completed year of continuous service up to a maximum of twelve weeks' notice after twelve years' continuous service. There is no guarantee that work will be available during any notice period.
- 14.2. Subject to clause 14.3, the period of notice to be given in writing by you to the Company to terminate your employment under this Agreement is one week.
- 14.3. If you have been employed for less than one month no notice is required from either party to terminate your employment under this Agreement.
- 14.4. In the event that you are found to have committed an act of gross misconduct the Company will be entitled to terminate your employment without notice or pay in lieu of notice.
- 14.5. You agree that the Company may terminate an Assignment at any time without prior notice or liability. If you wish to terminate an Assignment you must give the Company one week's notice. Termination of an Assignment is not termination of your employment by the Company or by you and does not affect the continuity of your employment.

## 15. DISCIPLINARY AND GRIEVANCE PROCEDURES

- 15.1. Details regarding the Company's grievance, disciplinary and dismissal procedures are set out in the Flexible Employee Handbook a copy of which is issued with this Agreement.
- 15.2. The Company expressly reserves the right to suspend you from employment pending investigation and any further action in relation to any disciplinary or related matters, for such period as it considers appropriate or until any disciplinary process has been completed.
- 15.3. If, either before or during the course of an Assignment, you become aware of any reason why you may not be suitable for an Assignment, you shall notify the Company without delay. A failure to notify the Company under this clause shall constitute a disciplinary offence.

## 16. EXPENSES

- 16.1. The Company will reimburse to you all expenses properly incurred by you in the proper performance of your duties, provided that you seek prior authorisation to incur those expenses and provide the Company with such receipts or other evidence of actual payment of such expenses as the Company may reasonably require.
- 16.2. The Company will not usually reimburse you for travelling expenses incurred to and from your place of employment.

## 17. CONFIDENTIALITY

- 17.1. You must not disclose any trade secrets or other information of a confidential nature relating to the Company or any of its Clients or any of their business associates or in respect of which the Company or any of its Clients owes an obligation of confidence to any third party either during or after your employment except in the proper course of your employment or as required by law.
- 17.2. You must not remove any documents or tangible items which belong to the Company or its Clients which contain any Confidential Information from either the Company's or the Client's premises at any time without proper advance authorisation.
- 17.3. You must return to the Company upon request and, in any event, upon the termination of your employment, all property belonging to the Company or any of its Clients or any of their business associates including without limitation all documents and tangible items including those which contain or refer to any Confidential Information and which are in your possession or under your control.

## 18. HEALTH AND SAFETY AT WORK

- 18.1. The Company will take all reasonably practicable steps to ensure your health, safety and welfare while at work.
- 18.2. During every Assignment you will take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by your actions on the Assignment and comply with the health and safety policies and procedures of the Client.
- 18.3. Where your Assignment involves food production, catering or driving, please refer to the Flexible Employee Handbook.

## 19. DATA PROTECTION

You acknowledge that the Company must process personal data about you in order to properly fulfil its obligations under this Agreement and as otherwise required by law in relation to your employment in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes.

## 20. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Agreement, which shall continue to be valid to the fullest extent permitted by applicable laws.

## 21. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

## 22. JURISDICTION AND GOVERNING LAW

This Agreement shall be governed and construed in all respects by the laws of England and Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales.

The parties to this Agreement have read understood and agree to be bound by its terms.

## SCHEDULE: "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

For the purpose of the definition of "Qualifying Period" in clause 1.1 of this Agreement, when calculating whether any weeks completed with the Client count as continuous towards the Qualifying Period, where:

- (a) the Flexible Employee has started working during an assignment and there is a break, either between assignments or during an assignment, when the Flexible Employee is not working;
- (b) the break is:
- (i) for any reason and not more than six Calendar Weeks;
  - (ii) wholly due to the fact that the Flexible Employee is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Flexible Employee has provided such written medical evidence as may reasonably be required;
  - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Flexible Employee returns to work;
  - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Flexible Employee is otherwise entitled which is:
    - i. ordinary, compulsory or additional maternity leave;
    - ii. ordinary or additional adoption leave;
    - iii. ordinary or additional paternity leave;
    - iv. time off or other leave not listed in paragraphs (iv), ii, or iii above; or
    - v. for more than one of the reasons listed in paragraphs (iv), ii, iii to iv above;
  - (v) wholly due to the fact that the Flexible Employee is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
  - (vi) wholly due to a temporary cessation in the Client's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Client;
  - (vii) wholly due to a strike, lock-out or other industrial action at the Client's establishment; or
  - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
- (c) the Flexible Employee returns to work in the same role with the Client, any weeks during which the Flexible Employee worked for the Client before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Flexible Employee works for the Client after the break. In addition, when calculating the number of weeks during which the Flexible Employee has worked, where the Flexible Employee has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv), ii, or iii., for the period that is covered by one or more such reasons, the Flexible Employee shall be deemed to be working in that role with the Client for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Flexible Employee working during an assignment before 1 October 2011 (or 5 December 2011 in Northern Ireland) does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the AWR being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- (a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or
- (b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.



# Terms and Conditions of Employment

between Gi Group Recruitment Ltd ("the Company")

and ..... NI Number .....

Job Role ..... Gi Group Payroll Number .....

I acknowledge that I have received, read and understood the Employee Handbook, containing my Terms of Employment, (document reference number GIGWD 308) and I agree to be bound by all the terms contained within.

I confirm that I am not subject to any legal restraints which affect my ability to perform my duties under this Agreement

I also authorise the Company to make any deductions from salary or final payments due to me as specified within these documents.

In the event of any conflict between this Agreement and the Flexible Employee Handbook I accept this Agreement takes priority.

.....

Signed by the Flexible Employee

Date

.....

Signed for and on behalf of the Company

Date