



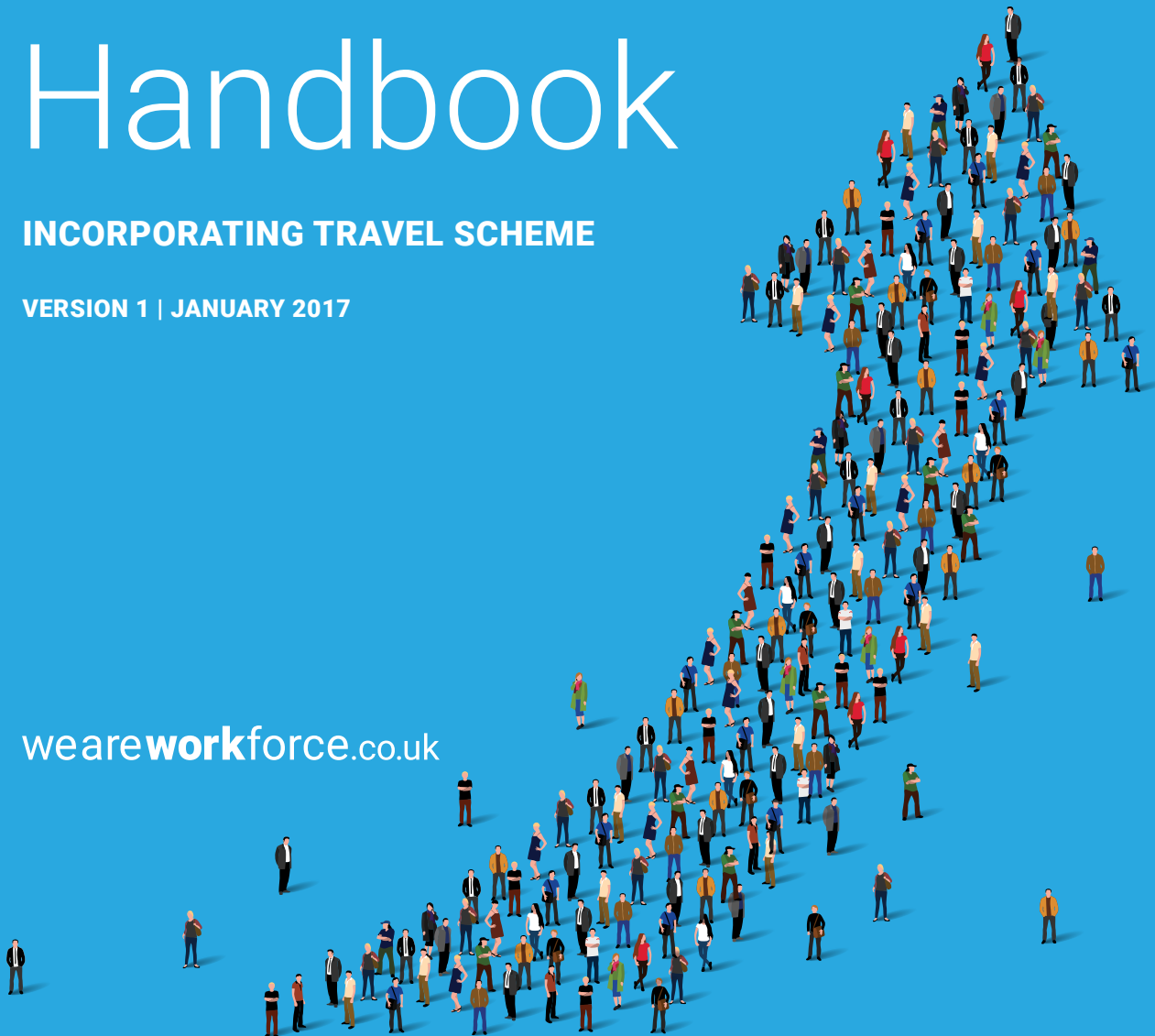
Connecting People and Opportunities  
Throughout Central England

# Temporary Workers Handbook

**INCORPORATING TRAVEL SCHEME**

**VERSION 1 | JANUARY 2017**

weare**workforce**.co.uk



# Contents

Introduction	1
Definitions	1
Status of Policies	1
Absence From Work Statement	2
<b>Relevant Policies</b>	
Temporary Worker Health and Safety Policy	3
Computer, Internet and Telecommunications Policy	6
Computer Equipment Acceptable Use Policy	7
Internet and E---mail Acceptable Use Policy	8
Disciplinary and Capability Procedure	9
Grievance Procedure	12
Data Protection Policy	14
Annual Leave Policy	16
Travel Benefit Expenses Scheme	17
Addendum to Handbook, October 2011	18

# Introduction

Welcome to **Workforce**.

We are delighted that you have chosen to work with us as a temporary worker.

## STATUS OF DOCUMENTS

This Handbook contains important information regarding the terms and conditions of your employment and Company's supplementary policies, which together with your Written Statement of Terms and Conditions, any assignment summary, and amendments that may be issued from time to time, constitutes the basis of your employment. Please read these documents carefully, and if you have any questions do not hesitate to raise them with your identified Consultant.

Workforce Staffing Ltd reserves the right to amend its terms and conditions and policies as set out in this Handbook from time to time. Such amendments will be notified in writing to all employees and available on the website and any such amendments take effect from the date of the notice.

In general, the terms and conditions contained in this Handbook apply to all temporary employees. Where there is a difference between the terms and conditions specified in your assignment summary or Written Statement of Terms and Conditions and this Handbook, your Written Statement of Terms and Conditions will apply.

**For the avoidance of doubt, the policies contained in this Handbook are non-contractual unless otherwise stated.**

## DEFINITIONS

Assignment: The period during which you are assigned to provide services to the Client

Client: The person, firm or corporate body requiring the services of temporary employees together with any subsidiary or associated company as defined by the Companies Act 2006.

## STATUS OF POLICIES

The following policies are supplementary to the terms and conditions of employment (including your Written Statement of Terms and Conditions with Workforce Staffing Ltd.

**For the avoidance of doubt, these policies are non-contractual unless otherwise stated.**

# Absence From Work Statement

## REQUESTING TIME OFF

If you need time off for any reason, you should request this as far in advance as possible. If, for whatever reason, you are unexpectedly unable to come into work or are delayed the following rules apply:

- You must notify Workforce Staffing Ltd prior to the commencement of your assignment on that day, or as soon as possible, to explain your absence or delay.
- All absence (with exception of paid antenatal appointments) are unpaid. Workforce Staffing Ltd reserves the right to deduct an appropriate amount from your salary
- Repeated or prolonged absences of any kind may result in disciplinary action against you.

## REPORTING ABSENCES

If you are absent from work due to sickness or injury the following rules apply:

- You must notify Workforce Staffing Ltd by telephone to give details of your absence prior to the commencement of your assignment, or as soon as possible, on the first day of your absence. You must state the reason for absence and the date on which you expect to return. In normal circumstances you are expected to call in yourself rather than get a friend or relative to do so.
- A self-certification certificate must be completed by you and returned to Workforce Staffing Ltd on the day of your return to work to cover all periods of absence up to and including seven calendar days.
- After seven days of continuous absence a Statement of Fitness for Work must be sent as soon as possible to the Company. Further certificates will be required to cover the total period of absence. It is your responsibility to keep the Company informed about your progress and your likely date of return. Failure to supply the necessary certificates may result in disciplinary action being taken.

## STATUTORY SICK PAY

Provided you comply with the above mentioned notification procedures and your earnings are high enough to trigger an entitlement to statutory sick pay (SSP) you will be paid SSP in accordance with current legislation and at the current rate from time to time. A qualifying day for the purpose of SSP is a day falling within Monday to Sunday (inclusive).

When you are off sick, particularly for longer periods, you must remember to stay in touch with the Company and keep us informed about your progress.

## MEDICAL REPORTS

We reserve the right to have you examined by a doctor of our choosing to report to us at our own expense. We may also request, with your permission, a medical report from your doctor.

## PREGNANCY

If you become pregnant during your time working for us, please notify the Company in confidence in order that we can undertake a maternity risk assessment and provide you with information regarding your rights and your entitlement in relation to Statutory Maternity Leave and Statutory Maternity Pay.

# Temporary Worker Health And Safety Policy

## PURPOSE

The Company's Temporary Worker health and safety policy is designed to promote and encourage the highest standards of health and safety at work in all of its operations. It is the duty of the Company and Workforce Solutions Group Ltd undertakes to ensure, so far as reasonably practicable, the health, safety and welfare of its employees at work.

It is the Company's policy to make sure that health and safety provision is made for the employees it supplies to Clients. In order to achieve this, it is necessary to obtain the full support from every employee of Workforce Staffing Ltd as well as all Clients.

## THE COMPANY UNDERTAKES TO:

- request employees and Clients to co-operate with Workforce Staffing Ltd and with each other in order to promote safety and reduce hazards;
- request that Clients provide details of specialist skills or qualifications required to carry out any particular assignment together with relevant health and safety information;
- pass to employees all information provided by the Client on health and safety issues connected with the assignment;
- require employees to adhere to the Client's Health & Safety Policies at all times whilst on assignment.

## YOU HAVE A DUTY TO:

- comply with all safety instructions and directions issued by Workforce Staffing Ltd and take reasonable care for your own health and safety and the health and safety of other people who may be affected by your actions.
- assess risks to your own health and safety to which you are exposed at work;
- stop working immediately if you consider that your working environment is unsafe and immediately report the matter to the Client and Workforce Staffing Ltd;
- 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 Client's health and safety representative and to Workforce Staffing Ltd;
- 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 Workforce Staffing Ltd.
- co-operate with the Client on health and safety matters and ensure that you observe all health and 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 prior to starting any Assignment and ensure that you read and understand such Policy;
- observe and comply with the Client's Health and Safety Policy at all times.

Any failure to comply with any aspect of Workforce Staffing Ltd's or the Client's health and safety procedures, rules or duties or any improper interference with any health and safety equipment will be regarded as misconduct and will be dealt with under Workforce Staffing Ltd's Disciplinary Procedure. Serious breaches or blatant disregard of health and safety procedures will be regarded as gross misconduct for which the appropriate penalty is summary dismissal.

#### **CLIENTS HAVE A DUTY TO:**

- treat all of Workforce Staffing Ltd's employees as they would their own employees for all health and safety matters and ensure that there is a safe system of work at all times;
- provide Workforce Staffing Ltd with information on special qualifications or skills which each employee of Workforce Staffing Ltd will need and on special features of work insofar as they are likely to affect the health and safety of Workforce Staffing Ltd's employees;
- co-operate and co-ordinate with Workforce Staffing Ltd's employees on health and safety matters;
- provide Workforce Staffing Ltd's employees with information on health and safety risks and measures;
- make available to Workforce Staffing Ltd's employees safety equipment and protective clothing as necessary for the job to be undertaken and ensure its use;
- tell Workforce Staffing Ltd's employees the name of their health and 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 and safety risks and record the result of the assessment.

#### **FIRST AID/ACCIDENTS**

All accidents, no matter how small, must be reported to the Client's designated health and safety representative and to Workforce Staffing Ltd. All accidents and dangerous occurrences must be reported and recorded in the Client's accident book. If you have an accident ensure that you receive first aid treatment immediately.

#### **FIRE**

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 Workforce Staffing Ltd and/or the Client.

You must ensure that you do not render any fire escape or fire escape routes at the site unavailable for emergency use, not cause any obstruction at any time to any staircases, passages, walkways, entrances and exits or any other part of the site.

If you require further guidance you should contact Workforce Staffing Ltd or the Client to whom you are assigned on any particular Assignment.

At the commencement of each Assignment you should make sure that you know:

- how to raise the fire alarm;
- the fire evacuation procedure;
- the location of fire extinguishers and how to use them;
- the whereabouts of all fire exits;
- the fire representative for your area of work (if appropriate).

## COMPUTERS

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

If your job involves a lot of input into your computer you should attempt to break up intervals of computer use by alternating it with other tasks.

If you work with a visual display unit you are entitled to regular eye tests.

If you feel that you are having health problems associated with the use of your computer you should in the first instance discuss with the Client. If problems persist, you will need to make contact with Workforce Staffing Ltd as you may need a Display Screen Equipment Assessment.

## ELECTRICITY

The two main risks from electricity are:

- electric shocks; and
- fires.

The risk of electrical shocks and electrical fires can be reduced by: ---

- not overloading sockets;
- keeping electrical equipment well maintained and cable and flex in good repair;
- not repairing or adjusting electrical appliances when they are switched on or connected to mains supply;
- never touching light switches or electrical appliances with wet hands;
- the repair and maintenance of electrical appliances is a job for an expert.

## CHANGES TO THIS POLICY

Any change to this policy will be notified to you by way of notices placed on Workforce Staffing Ltd's website. It is your duty to familiarise yourself with and implement any such changes.

# Computer, Internet And Telecommunications Policy

## PURPOSE

You have a duty to ensure that you are aware of any policy which the Client has in place regarding computer usage and use of email and the internet and to comply with any such policy at all times. Any failure to do so will result in disciplinary action.

In the event that the Client does not have such a policy in place the following policy will apply and you are required to comply with it.

## ACCESS

The Client's computer equipment and systems (hardware and software) ("the Equipment") are a vital part of their business and must only be accessed and operated specifically by those appointed and authorised to do so.

Unauthorised use of the Equipment (which means use by any person other than those specifically authorised), failure to comply with the policy, or in any way tampering with the Equipment will be regarded as gross misconduct and will render the offender liable to dismissal and possible criminal prosecution under the Computer Misuse Act 1990, even if no damage results.

Unauthorised bypass or any attempt to circumvent any security system is prohibited and is a dismissible offence.

It is your responsibility to check with the Client that accessing the Internet or sending e-mail is allowed for reasonable personal use when using the Client provided access accounts or the Equipment.

The Client's computer networks and the messages and information stored in or exchanged through them are the property of the Client.

## COMPLIANCE

You are expected to exercise good judgement and act in a professional manner whenever sending e-mail messages or accessing the Internet or other external system. If you have any doubt or question concerning whether to use the Internet or another external system, please ask the Client.

Workforce Staffing Ltd reserves the right to amend or replace this policy at its sole discretion and without prior notice.

## SANCTION

Failure to comply with the policy may result in disciplinary action.

Workforce Staffing Ltd may take disciplinary action against any employee who makes excessive personal use of the Equipment or Internet or e-mail access, including dismissal for gross misconduct.



# Computer Equipment Acceptable Use Policy

## ACCESS

If you are authorised to access and operate the Equipment you must use the Equipment only for the purpose of fulfilling your duties for the Client. In addition, you may be allowed to make reasonable personal use of the Equipment. Any personal use must be fully sanctioned by the Client and only take place outside your normal hours of work and must not interfere with the carrying out and completion of your duties and tasks for the Client.

## USING THE EQUIPMENT

Before using any files on writable disks (e.g. CD, floppy disk, portable memory device) or downloading from the internet or other source, they must be scanned for viruses. Any item found infected must be immediately separated from any networking arrangement and steps taken to eliminate the virus or other infection. You must contact the end-user or Clients IT department immediately if you receive a virus-warning message.

## PROHIBITED ACTIVITIES

In particular, when accessing or using the Equipment you must not:--

- introduce or knowingly or recklessly transmit or distribute any bug, virus or other infection;
- corrupt any data held within the Equipment;
- tamper with or damage or do any act or thing which may in any way affect the output or performance of the Equipment;
- use the Equipment to send, receive, distribute or store any material that is (in the view of Workforce Staffing Ltd or the Client) offensive, abusive, indecent, obscene, sexually explicit, pornographic or menacing;
- disclose to any other person any confidential information which may be stored on the Equipment or disclose any password protections to or allow access to your computer by any other person;
- use personal references when choosing a password.
- use the Equipment for playing games or any other purpose other than legitimate work of the Client (other than reasonable personal use of e-mail and Internet access as set out above);
- use any software/disks, etc. on the Equipment other than those owned or leased by the Client which have been purchased new from recognised and reputable suppliers, backed by a confirmation that they are free from viruses or other infections and with a guarantee/indemnity in respect of such confirmation;
- forget to switch your computer off at the end of the day or if you leave your seat for a prolonged period; and
- enter into contracts etc. in breach of this policy.

# Internet And E-Mail Acceptable Use Policy

## SCOPE

This policy applies to all electronic communications sent by employees of Workforce Staffing Ltd, whether internally to other employees of Workforce Staffing Ltd, a Client or externally via the Internet or any public networked or dial-in system. It also applies to all use of the Internet made by temporary employees.

This policy applies to the receipt or provision of information electronically by a temporary employee in any form, whether through correspondence with an individual or through publicly accessible sources.

## ACCESS

All use must comply with the terms of this policy and the Computer Equipment Acceptable Use Policy.

## PROHIBITED ACTIVITIES

The following are prohibited when using access accounts provided by Workforce Staffing Ltd or a Client or when identifying yourself as associated with Workforce Staffing Ltd using an individually acquired access account:---

- the uploading, downloading, transmission or possession of any material with illegal or unacceptable (in the view of Workforce Staffing Ltd or the Client) content or content of a pornographic or sexually explicit nature;
- transmitting defamatory, obscene, offensive, racially or sexually harassing, indecent or abusive messages, or any messages that may be construed as such;
- "spamming", or the sending of e-mail messages to multiple recipients;
- sending or other participation in chain letters or the spreading of gossip;
- use for personal gain.

## PROPRIETARY INFORMATION

You must obey all intellectual property and copyright law. Any questions that you may have concerning compliance should be directed to Workforce Staffing Ltd.

Although material may be available for "free" on the Internet, you do not have the legal right to copy it or download it to your computer. Merely accessing the material may be a breach of copyright. You must always obtain the copyright holder's written permission before downloading or copying from the Internet or other public computer system.

Do not transmit proprietary or confidential or secret materials or information of Workforce Staffing Ltd or the Client over any public computer system (which includes via e-mail) unless it is properly encrypted and you have the authority to do so.

# Disciplinary And Capability Procedure

## PURPOSE AND SCOPE

This Procedure applies to all employees of Workforce Staffing Ltd. This procedure is **non contractual**.

This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. The aim is to ensure consistent and fair treatment for all in the organisation.

## PRINCIPLES

Counselling will be offered, where appropriate, to resolve problems.

No Disciplinary Action will be taken until the case has been fully investigated.

At every stage in the procedure the employee will be made aware of the nature of the complaint against him or her and will be given the opportunity to state his or her case before any decision is made.

Written notification of a formal disciplinary and capability hearing will be issued to an employee. This will state the nature of the complaint and advise the employee of the right of accompaniment.

At all stages of the procedure the employee will have the right to be accompanied to disciplinary or capability hearings by a work colleague or trade union representative.

An employee will have the right of appeal against any penalty imposed or action taken.

## THE DISCIPLINARY PROCEDURE

Where conduct is unsatisfactory but the matter is not serious misconduct, the employee will normally be given a first written warning about the conduct as the first stage of the disciplinary procedure.

A copy of the first written warning given by the Line Manager will be made and retained on the individual's personal file for a period of 1 year, but will then be considered spent, subject to the achievement of sustained satisfactory conduct.

The employee will be made aware that the first warning they are issued with is the first stage of the disciplinary procedure and what improvement in their conduct is needed. They will be given the right of appeal.

Where a first warning has been issued and no sustained improvement in conduct is made, or where the misconduct is serious enough the employee will be issued with a final written warning.

A copy of the final written warning will be placed on the individual's personal file and will be disregarded for disciplinary purposes after 1 year.

This will give details of the complaint, the conduct required, and the timescale.

It will also warn that failure to improve may lead to dismissal or some action short of dismissal and will refer to the right of appeal.

## THE CAPABILITY PROCEDURE

Where performance does not meet acceptable standards the first stage will involve the employee being given a Letter of Concern.

The letter of concern will set out the performance problem, the improvement required and any help or assistance to be given.

The individual will be advised that this constitutes the first stage of the capability procedure. The letter of concern will be kept on file for a period of 6 months, but will then be considered spent, subject to the achievement of sustained satisfactory performance.

Where a letter of concern has been issued and no sustained improvement in performance is achieved the employee will be issued with a final letter of concern.

This will give details of the complaint, the improvement required, and the timescale. It will also warn that failure to improve may lead to dismissal or some action short of dismissal and will refer to the right of appeal.

A copy of the final letter of concern will be placed on the individual's personal file and will be disregarded for capability purposes after 1 year, subject to the achievement of sustained and satisfactory performance.

If there is still a failure to improve, the final step may be dismissal or some action short of dismissal.

## DISMISSAL

If the employee is dismissed for performance or for repeated misconduct, the dismissal will be with notice.

Where gross misconduct has been committed, the employee will be summarily dismissed without notice.

Employees will receive written notification of the reason for dismissal and will be given the right of appeal.

Authority to dismiss is reserved for Directors of the Company.

## GROSS OR SERIOUS MISCONDUCT

Acts, which constitute gross misconduct, are listed below. It is to be emphasised that this list is not to be regarded as a complete or exhaustive one.

- Theft, fraud and deliberate falsification of records or company documentation
- Fighting, assault on another person
- Serious bullying or harassment
- Deliberate damage to a customer's, the company's or another employee's property
- Discrimination
- Serious insubordination
- Breach of confidentiality
- Misuse of the company's property or name
- Bringing the company into serious disrepute
- Serious incapability whilst on duty brought on by alcohol or illegal drugs
- Serious negligence which causes or might cause unacceptable loss, damage or injury
- Serious infringement of Health and Safety rules
- Serious breach of the Company's Acceptable Use Policy.

In some circumstances it may be appropriate for the employee to be suspended on full pay, to enable a full investigation to be carried out. This suspension is a neutral act and its use does NOT imply any guilt. Suspension will be kept as short as possible.

#### **APPEAL**

An employee has the right of appeal against the outcome of a disciplinary hearing. This appeal must be received in writing within 5 days of the hearing and must state the grounds of the appeal.

The appeal will be heard by a Director or on occasion by an external HR Consultant.

His/Her decision will be final.

At an appeal the disciplinary penalty imposed will be reviewed.

# Grievance Procedure

## PURPOSE AND SCOPE

This Procedure applies to all employees of Workforce Staffing Ltd. This procedure is **non contractual**.

This procedure is designed to outline the procedure to be followed where an employee or group of employees wishes to raise a formal grievance with their employer.

The aim of this procedure is to deal with all grievances, fairly, consistently and speedily.

## PRINCIPLES

Employees should aim to deal with most grievances informally with their Line Manager.

If a grievance cannot be settled informally, the employee should raise it formally with a Director.

Employees have the right to be accompanied to a grievance meeting by a work colleague or union representative.

## THE PROCEDURE

The first stage of the grievance procedure is for the employee to advise their Line Manager of the nature of their grievance in writing. If the complaint is against the Line Manager then the grievance should be raised with this person's Line Manager.

The Company will then arrange a grievance hearing as soon as possible where the employee will have the opportunity to discuss their complaint with a Manager or Director. The employee will have the right to be accompanied at this meeting by a work colleague or union representative.

The Company reserves the right to adjourn any grievance meeting where further investigation is required.

The employee will receive written notification of the outcome of the grievance hearing within 5 days. Within this letter the employee will be advised of their right of appeal if they not satisfied with the decision.

If the employee wishes to appeal against the decision of the grievance meeting, they appeal in writing within 5 days to a Director giving the grounds for the appeal.

The Company will arrange an appeal hearing to take place. The employee will have the right of accompaniment to the appeal hearing.

Within 5 days of the appeal hearing the Director that heard the appeal will write to the employee and give their decision. The decision of this Director will be final.

## MEDIATION

At any stage in this procedure, the employer may request that the matter be dealt with via the process of mediation. Mediation is voluntary and will take place only if both parties are in agreement. However, the employer would ask that employees are open to any suggestion made by the employer to refer grievances to a process of mediation and hope that employees will co-operate with all efforts to resolve the dispute.

If both parties agree to mediation, the grievance procedure will be put on hold whilst the mediation takes place. Where the grievance is successfully resolved through mediation, the mediator will help the employees to draw up a written agreement that will be signed by both parties as acceptance of its terms.

In the event that no mutually acceptable solution is achieved through the mediation, the grievance procedure will be reconvened.

# Temporary Worker Data Protection Policy

## PURPOSE

The Company values the privacy of its employees. This statement has been prepared to outline The Company's practices in relation to the collection and use of information about you.

The Company is conscious of its responsibilities as a data controller under the Data Protection Act 1998 ("the Act"). The Company shall endeavour to process any personal information relating to you fairly and lawfully in accordance with that Act. Information may be processed in accordance with our Data Protection Registration and The Company will not process your personal information in any manner incompatible with those purposes or without your consent unless it is required by law to do so. The Company will also endeavour to comply with the Information Commissioner's code of practice on the use of personal data in employee/employer relationships.

## COLLECTION OF INFORMATION

Good employment practice and the efficient running of the business require The Company to hold certain personal details about you on file. These personal details may include sensitive personal information about you such as information on your health, racial or ethnic origin or marital status. The Company obtains personal information about you from a number of sources including the application form you completed when you applied to join from interview notes and from details you subsequently give. The Company will also keep records of, for example, disciplinary action taken against you and your regular performance reviews.

Within The Company the Human Resources department, your Assignment Consultant and head of department will have access to your personal information. Access to your personal information will only be given to those who need such access.

## RETENTION OF INFORMATION

The Company shall not retain information relating to you longer than is necessary for the purpose(s) for which it is obtained. The Company will not retain any information about you which is out of date or which is no longer required.

## USE OF INFORMATION

The Company will use the information held about you for purposes connected to your employment. In particular, you should note that The Company retains information about your health on file. This information will be referred to in the event that you have prolonged or frequent absences from work. The Company will not pass the personal information held about you to third parties without your consent.

## ACCURACY OF INFORMATION

The Company will make every effort to ensure that the information held about you is accurate and, where necessary, kept up to date. In the absence of evidence to the contrary The Company shall assume that the information you provide is accurate. If there is any reasonable doubt as to the accuracy The Company shall contact you to confirm the information. Should you inform The Company or it otherwise becomes aware of any inaccuracies in the information, they shall be promptly rectified.



## **ACCESS TO INFORMATION**

Along with all other rights granted to you under the Act, which The Company shall respect and observe, you are entitled under the Act at any time to request to be informed of the personal data which is held about you, either as a whole or limited to certain information of a particular nature. If you wish to access personal data which is held on a relevant filing system, you should apply in writing to Director. A charge of up to £10 may be made.

The information will be provided to you no later than 40 days from when The Company receives your request, subject to the requirements of the Act.

## **GUIDELINES ON DEALING WITH REQUESTS FOR CUSTOMER/COLLEAGUE INFORMATION**

The Company takes very seriously the right to privacy of our Clients and customers as well as our employees. You must at all times comply with The Company's data protection policies in relation to the processing of customer information. You must not pass any personal information in relation to a customer or colleague to any third party unless you have been specifically authorised to do so. If a third party requests information you are not authorised to disclose about a customer or colleague you should contact your Assignment Consultant for advice.

Failure to comply with this policy will be viewed seriously by The Company and may lead to disciplinary action being taken against you, including summary dismissal. In some cases, disclosure of information about a fellow employee, Client, customer or contact without consent may be a criminal offence.

## **MONITORING**

The Company monitors and records a random selection of telephone calls. This is for the purposes both of your own development and training and also to allow The Company to ensure that we are meeting our Clients' service requirements.

The Company also monitors and records a random selection of e-mail traffic and internet use. Further details of The Company's policy in relation to monitoring e-mail and internet use can be found in The Company's e-mail and internet acceptable use policy.

## **SECURITY**

We have put in place measures to ensure the security of the information collected and its correct use. These are appropriate to the nature of the information and prevent unauthorised access. Security measures include [password protected access to the Human Resources database].

## **QUESTIONS**

If you have any questions about The Company's data protection policy please contact your Assignment Consultant.

# Annual Leave Policy

## HOLIDAYS

### Holiday Year/Entitlement

The Company's holiday year runs from January 1st to December 31st.. Your holiday entitlement will be calculated based upon 28 days per year for a full time employee.

For the avoidance of doubt, your holiday entitlement incorporates your full statutory paid leave entitlement and any holidays you take (including any paid bank or public holiday) will be deemed first to be statutory paid leave and then, only when this is exhausted, to be any additional contractual paid leave.

### Pro-rated Entitlement

Annual holiday entitlement for part--time employees accrues on a pro--rata basis.

### Notice/Authorisation

All periods of annual leave must be authorised in advance by The Company and the Client.

You must request holiday dates in good time but not less than 7 days in advance, and always before booking tickets etc.

Where you have just started on a new assignment with a Client you must provide The Company with at least 21 days' notice in advance of your intention to take leave. Wherever possible The Company will agree your holiday dates, but we reserve the right to refuse days which we think will cause problems for The Company or the Client.

Holiday taken without prior authorisation will not be paid for and will be regarded as a disciplinary matter.

### Unused Holiday Entitlement

Unused holiday entitlement may not be carried forward into a new holiday year and no payment will be made in respect of the holidays not taken. It is therefore in your interests to ensure that you take your full annual leave entitlement in each holiday year.

### Holidays on Termination

In the event of your leaving The Company and you have not taken your full holiday entitlement you will be paid for your accrued holiday entitlement up to the date of termination.

If on termination you have taken more annual leave than you have accrued in that holiday year, The Company reserves the right to require you to repay an amount equivalent to the number of days by which you have exceeded your entitlement. The Company reserves the right to deduct this sum from any monies whether final salary or bonus, outstanding expenses etc. If this amount is in excess of such sums, we will seek to recover this money from you.

The Company reserves the right to require that any outstanding holiday entitlement is taken during any period of notice whether given by you or The Company.

# Expenses Scheme

## TRAVEL BENEFIT SCHEME

Workforce Staffing Ltd (The Company) operates a salary sacrifice arrangement for travel and subsistence which will maximise tax and national insurance efficiency for the company and its temporary employees.

To benefit from participation in the scheme, you must be classified as working at a temporary work location for a period of limited duration. The definition of limited duration is set by HM Revenue and Customs (HMRC) as a period of work undertaken on an assignment at one location which is not expected to exceed 24 months in duration.

Due to the fact that a person who travels to a temporary workplace is likely to incur additional travel costs and expenditure on food and beverages, such expenditure is available for tax relief. Broadly, if you did not participate in the salary sacrifice arrangements then individual claims would need to be made direct to HMRC under the self assessment procedure at the end of the tax year in order to obtain tax relief.

In simple terms, you will agree to sacrifice (give up) entitlement to part of your taxable pay in lieu of receiving payment of travel and subsistence expenses incurred on a daily basis as a consequence of your business travel. This means that you will pay tax and national insurance contributions on the lower amount after the reduction for the sacrifice and receive tax free expenses. By participating in the scheme, you will see an increase in your take home pay.

You will only receive expenses when entitled to do so and when you are working on an assignment at a temporary workplace. On registration for each assignment, we will assess your eligibility to participate and undertake an assessment of your entitlement to receive tax free expenses and expect you to confirm the following details;

- Home Address Postcode
- Address of Temporary Workplace Postcode
- Mode of Transport for Travel
- Confirmation that you will incur an expense associated with subsistence during the business journey.

You will also be required to let us know if anything changes which may alter your entitlement to receive tax free expenses.

You will have the opportunity to opt--out of the scheme but as participation in the travel scheme will increase your take home pay we assume that all qualifying employees will wish to participate.

If you wish to opt out of the scheme, you can do so at any time during the first four weeks of your employment, otherwise the earliest date you will be able to opt--out will be twelve months from the date of registration or if a 'Lifestyle Event' occurs which significantly changes your financial circumstances (such as a marriage, the birth of a child or a house move) by completing the relevant form. The decision on allowing you to opt--out as a consequence of a 'Lifestyle Event' will be at the sole discretion of The Company.

The Company reserves the right to amend, vary or withdraw the Scheme at any time. You will, of course, be informed of any changes in writing.

For further details of the Workforce Staffing Ltd Travel Scheme, please refer to the Frequently Asked Questions (FAQ) document.

# Addendum

Please note that from 1<sup>st</sup> October 2011 the Agency Workers Regulations came into force and as a result we have updated your terms and conditions of employment to reflect this legislative change.

All the details are set out in your contract but if you require more information please do not hesitate to contact Workforce Staffing Ltd.

For further information please visit:

<http://www.bis.gov.uk/assets/biscore/employment--matters/docs/a/11--949--agency--workers--regulations--guidance>