



# STAFFING MATCH



## COMPANY HANDBOOK

March 2021

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## A - General

1. Introduction
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# 1. Introduction

## 1.1 Welcome to Staffing Match

- (a) Your employer is SM Global Consultancy Ltd trading as Staffing Match. The registered address for Head Office is Bradleys Business Centre, 1st Floor, Central Way, Feltham, TW14 0XQ
- (b) This Handbook sets out the main policies, procedures and rules relating to your employment with Staffing Match (the “Company”) that you will need to be aware of. The Handbook does not form part of the terms of your contract with us, which are provided to you separately.
- (c) You should familiarise yourself and comply with the Handbook always. Any questions you may have regarding its contents or what you must do to comply with it should be referred to the Company.
- (d) We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, pregnancy and maternity, gender reassignment, race, (including colour, nationality, ethnic or national origin), religion or belief, disability, or age.
- (e) Everyone should ensure that they take the time to read and understand the content of this Handbook and act in accordance with its aims and objectives. All staff must ensure that they are familiar with and comply with and support the policies and procedures.

## 1.2 Personal details, home address and next of kin

- (a) You should advise of any changes straight away as it is important that we maintain accurate details for each employee. Any changes must be emailed to [Payroll@staffingmatch.co.uk](mailto:Payroll@staffingmatch.co.uk) with attached proof of the change.

## 2. Dress Code

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### 2.1 Dress code

- a) We encourage everyone to maintain an appropriate standard of dress and personal appearance at work and to conduct themselves in a professional manner.
- b) Different departments may have specific requirements that result in particular clothing demands, for example, because their work raises health and safety risks. It is important that you dress in a manner appropriate to your working environment and the type of work that you do. You may be provided with a Staffing Match uniform, and you should wear this to work at all times if so.

### 2.2 Appearance

- a) While working for Staffing Match you represent Staffing Match with clients and the public. Your appearance contributes to our reputation and the development of our business.
- b) It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.
- c) You should not wear casual clothing to work. This includes track suits, sweat-shirts, casual or sports t-shirts or shorts, combat trousers, jogging bottoms, denim, or leggings. Clothing should not be dirty, frayed or torn. Tops should not carry wording or pictures that might be offensive or cause damage to our reputation. Crop tops, see through material or clothes that expose areas of the body normally covered at work are not permitted to be worn.
- d) Footwear must be safe and clean and take into account health and safety considerations. Trainers and flip-flops are not acceptable.
- e) Where we provide safety clothing, uniform and equipment, including protective footwear, it should be worn or used as appropriate and directed.
- f) You should not wear clothing or jewellery that could present a health and safety risk. You will be informed of any restrictions that apply.

## 3. Equal Opportunities Policy

### 3.1 General

- a) We are committed to promoting equality of opportunity for all staff and job applicants. We aim to create a working environment in which all individuals can make best use of their skills, free from discrimination, harassment bullying and/or victimisation and in which all decisions are based on merit.
- b) We do not discriminate in any way against staff because of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex and/or or sexual orientation. Collectively, these are known as the “protected characteristics”.
- c) The principles of non-discrimination and equality of opportunity also apply to the way in which staff treat visitors, contractors, clients, customers, suppliers and former staff members.
- d) All staff have a duty to act in accordance with this policy and treat colleagues and other third parties including customers and suppliers, with dignity at all times, and not to discriminate against or harass others, regardless of their status. Your attention is drawn to our separate Anti-harassment and Bullying Policy.

### 3.2 Forms of discrimination

- a) Discrimination by or against an employee or another person is generally prohibited unless there is a specific legal exemption. Discrimination may be direct or indirect and it may occur intentionally or unintentionally.
- b) Direct discrimination occurs where someone is treated less favourably because of one or more of the protected characteristics set out above.
- c) Indirect discrimination occurs where someone is disadvantaged by an unjustified provision, criterion or practice that also puts other people with the same protected characteristic at a particular disadvantage.

### 3.3 Recruitment and conditions of service

- 1) We aim to ensure that no job applicant suffers discrimination because of any of the protected characteristics above. Our recruitment procedures are reviewed regularly to ensure that individuals are treated based on their relevant merits and abilities.
- 2) Applicants should not be asked about a past or current pregnancy or future intentions related to pregnancy. Applicants should not be asked about matters concerning age, race, religion or

belief, sexual orientation, or gender reassignment without the approval of the Company (who should first consider whether such matters are relevant and may lawfully be considered).

- 3) We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective staff, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation.

### 3.4 Disability discrimination

- a) If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.
- b) If you experience difficulties at work because of your disability, you may wish to contact your line manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible.
- c) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

### 3.5 Monitoring

- 1) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 2) Monitoring may involve:
  - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
  - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
  - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
  - d) those decisions.
- 3) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

### 3.6 Breaches of the policy

- a) If you believe that you may have been discriminated against, you are encouraged to raise the matter through our Grievance Procedure. If you believe that you may have been subject to

harassment you are encouraged to raise the matter through our Anti-harassment and Bullying Policy. If you are uncertain which applies or need advice on how to proceed you should speak to the Company.

- b) Allegations regarding potential breaches of this policy will be treated sensitively and in confidence where possible and investigated in accordance with the relevant procedure. Staff making such allegations in good faith will not be victimised or treated less favourably as a result. False allegations which are found to have been made in bad faith will, however, be dealt with under our Disciplinary Procedure.
- c) Any member of staff who is found to have committed an act of discrimination, harassment or victimisation may be subject to disciplinary action. Such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. We take a strict approach to serious breaches of this policy.



## B – Anti Bribery & Corruption

### 1. Anti-corruption and bribery

# 1) Anti-Corruption and Bribery Policy

## 1.1 General

- a) It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.
- b) We will uphold all laws relevant to countering bribery and corruption. However, we remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.
- c) Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if we are found to have taken part in corruption we could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.
- d) In this policy, third party means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

## 1.2 Who is covered by this policy?

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, partners, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or their employees, wherever located.

## 1.3 What is bribery?

A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage. For example, you offer a potential client tickets to a major sporting event, but only if they agree to do business with us.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.

## 1.4 Gifts and hospitality

This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties. All hospitality received or offered can only be accepted with sign off from your line manager.

## 1.5 What is not acceptable?

- a) It is not acceptable for you (or someone on your behalf) to:
- i. give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
  - ii. give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to “facilitate” or expedite a routine procedure;
  - iii. accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
  - iv. accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;
  - v. threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
  - vi. engage in any activity that might lead to a breach of this policy.
- b) We do not make, and will not accept, facilitation payments or “kickbacks” of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. They are not commonly paid in the UK, but are common in some other jurisdictions. If you are asked to conduct such a transaction you must raise the matter with from the Company immediately and seek further instruction as to the next steps.

## 1.6 Your responsibilities

- a) You must ensure that you read, understand and comply with this policy.
- b) You are responsible for the prevention, detection and reporting of bribery and other forms of corruption and are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- c) You must notify the Company as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future.

## 1.7 Protection and support

If you refuse to accept or offer a bribe, or raise concerns or report another’s wrongdoing and are worried about possible repercussions against you, please be aware that we aim to encourage openness and will appropriately support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

### 1.8 Record-keeping obligations

- a) We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.
- b) Any gifts/hospitality offered will be subject to managerial review.
- c) All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off-book” to facilitate or conceal improper payments.

### 1.9 Training and communication

- a) Training on this policy forms part of the induction process for all new workers.
- b) Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

### 1.10 Breach of this policy

If you breach this policy you will face disciplinary action, which could result in dismissal for gross misconduct or if you are not an employee, we reserve our right to terminate our contractual relationship with you.

## C- Raising Your Concerns at Work and Dealing with Our Concerns at Work

1. Capability (performance) procedure
2. Capability (sickness) procedure
3. Disciplinary procedure
4. Grievance procedure
5. Anti-harassment and bullying policy
6. Whistleblowing policy

# 1. Capability (Performance) Procedure

## 1.1 Purpose and scope

This procedure applies to all employees regardless of their length of service. It is intended to deal with issues relating to performance. It is our aim to deal with performance concerns in a fair way to allow you to respond before any formal action is taken.

## 1.2 Capability procedure

- a) We aim to deal with performance issues informally first.
- b) If your performance cannot be resolved informally or our concerns are serious we will undertake an assessment to decide if there are grounds for taking formal action. If there are sufficient grounds to warrant the formal procedure we will invite you to a formal capability hearing. This may also be presented to you as a Disciplinary Hearing.

## 1.3 Disabilities

We will consider whether poor performance is related to a disability and, if so, whether there are reasonable adjustments that could be made to your working arrangements. If you wish to discuss this or inform us of any medical condition which you consider relevant, you should raise them with your relevant line manager.

## 1.4 Confidentiality

- a) We aim to deal with performance matters sensitively and with due respect for the privacy of the individual involved.
- b) All employees must treat as confidential any information communicated to them in connection with a matter which is subject to this capability procedure.
- c) You, and anyone accompanying you, must not make electronic recordings of any meetings or hearings conducted under this procedure.
- d) You will normally be told the names of any witnesses whose evidence is relevant to your capability hearing, unless we believe that the identity of any witness should remain confidential.

## 1.5 Notification of formal procedure

- a) We will write to you setting out our concerns, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:

- i. a summary of relevant information gathered as part of any investigation;
  - ii. a copy of any relevant documents which will be used at the capability hearing; and
  - iii. A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- b) We will give you written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time to prepare your case based on the information we have given you.

### 1.6 Right to be accompanied

- a) You may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the manager conducting the hearing who your chosen companion is.
- b) A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.
- c) If we believe that your choice of companion is unreasonable we may require you to choose someone else, for example: if in our opinion a conflict of interest may arise or may prejudice the hearing; or if your companion is unable at the time a hearing is scheduled and will not be available to attend a rescheduled hearing in the next five working days.
- d) Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

### 1.7 The capability hearing

- a) This hearing will normally be held with your manager (who may be accompanied by another individual as a note taker).
- b) If you or your companion cannot attend the hearing you should inform us immediately and we will usually arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence in your absence.
- c) A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. We will inform you in writing of our decision and our reasons for it as soon as is reasonably practicable thereafter.

### 1.8 The capability procedure

The procedure and sanctions are set out below, although each case will be assessed on its own merits.

a) **Stage 1 - first warning**

Following a Stage 1 capability hearing, if we decide that your performance is unsatisfactory, we will give you a first written warning, setting out, where relevant:

- i. the areas in which you have not met the required performance standards;
- ii. targets for improvement;
- iii. any measures, such as additional training or supervision, which will be taken with a view to improving performance;
- iv. a period for review; and
- v. the consequences of failing to improve within the review period, or of further unsatisfactory performance.

The warning will normally remain active for 12 months (the review period, however, the specific period will be set out within the warning). After this time, it will remain on your personnel file but will be disregarded in deciding the outcome of future capability proceedings. Your performance will be monitored during the review period and we will write to you at the end of the period commenting upon your performance and what if any further action needs to be taken.

b) **Stage 2 - final written warning**

If your performance does not improve within the review period set out in above or if there is further evidence of poor performance while your first written warning is still active, we may decide to hold a Stage 2 capability hearing. We will inform you of any Stage 2 hearing and provide the same information as set out in paragraph 1.5 of this policy.

Following a Stage 2 capability hearing, if we decide that your performance is unsatisfactory, we will give you a final written warning, setting out the factors listed under 1.8(a)(i)-(v) above, if relevant.

A final written warning will normally remain active for 12 months (the review period, however, the specific period will be set out within the warning). After this time, it will remain on your personnel file but will be disregarded in deciding the outcome of future capability proceedings. Your performance will be monitored during the review period and we will write to you at the end of the period commenting upon your performance and what, if any further action needs to be taken.

c) **Stage 3 - dismissal or redeployment**



We may decide to hold a Stage 3 capability hearing if we have reason to believe:

- i. your performance has not improved sufficiently within the review period set out in a final written warning;
- ii. your performance is unsatisfactory and a final written warning is still active; or
- iii. your performance has been grossly negligent warranting potential dismissal or action short of dismissal without the need for any warning or a final written warning. We will inform you of any Stage 3 hearing and provide you with the same information as set out in paragraph 1.5 of this policy.

Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including; dismissing you, redeploying you, demotion or extending an active final warning. Is demotion an option?

### 1.9 Appeals

- a) If you wish to appeal against the outcome from any of your capability hearings or feel that the decision about your poor performance is wrong or unjust you may appeal in writing, stating your full grounds of appeal, to the Company within one week from the date when you were informed of the decision.
- b) We will hold an appeal meeting as soon as is reasonably practicable after receiving your appeal. This will be dealt with impartially by a manager who has not previously been involved in the capability procedure. You will have the right to bring a companion to the hearing. There is no further right of appeal after this.

## 2. Capability (Sickness) Procedure

### 2.1 Purpose and Scope

- a) We will use this policy whenever we consider it necessary, including, for example, if you:
  - i. have been absent due to illness on a number of occasions;
  - ii. have discussed matters at a return to work interview that require investigation; and/or
  - iii. have been absent for more than 5 consecutive days, or a total number of days which equates to 25% of your working time within any 3 month period (i.e. 5 working days per week for 12 weeks = 60 days. 25% of 60 days = 15 days whether consecutive or not).

### 2.2 Confidentiality

- a) We aim to deal with sickness absence matters with appropriate sensitivity.

### 2.3 Absence management meetings

- a) We will give you written notice of the date, time and place of any formal absence management meeting under this procedure. We will put any concerns about your absence including sickness and the basis for those concerns in writing to yourself. You will be provided with a reasonable opportunity to consider this information before a meeting is held.
- b) If you or your chosen companion cannot attend the meeting you should inform us as soon as possible and we will seek to arrange an alternative time. You must make every effort to attend the meeting. Failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so, we may have to take a decision based on the available evidence in your absence.
- c) A meeting may be adjourned if we are awaiting receipt of information, need to gather any further information or give consideration to matters discussed at a previous meeting. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

### 2.4 Right to be accompanied

- a) You may bring a trade union representative or a colleague as a companion to any formal absence management meeting or appeal meeting under this procedure. You must tell the manager conducting the hearing who your chosen companion is in good time before the meeting takes place.

- b) We may, at our discretion, permit a companion who is not a trade union representative or colleague (for example, a family member) where this will help to overcome particular difficulties (for example, caused by a disability).
- c) If we believe that your choice of companion is unreasonable we may require you to choose someone else, for example: if in our opinion your companion may have a conflict of interest or may prejudice the hearing; or if your companion is unable at the time a hearing is scheduled and will not be available to attend a re-scheduled hearing in the next five working days.
- d) Your companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the meeting.

## 2.5 The absence management meeting

- a) This meeting will normally be held with your manager.
- b) Confirmation of any decision made at any of the stage 1 – 3 meetings outlined below, the reasons for it, and of the right of appeal will be given to you in writing as soon as is reasonably practicable after the meeting.
- c) Stage 1:

The purposes of a first absence management meeting may include:

- i. discussing the reasons for absence;
  - ii. where you are on long-term sickness absence, determining how long the absence is likely to last;
  - iii. where you have been absent on a number of occasions, determining the likelihood of further absences;
  - iv. considering whether medical advice is required;
  - v. considering what, if any, measures might improve your health and/or attendance; and/or
  - vi. agreeing a way forward, the action that will be taken and a time-scale for review and/or a further meeting under this procedure.
- d) Stage 2:

Depending on the matters discussed at the first stage of the procedure, a further meeting or meetings may be necessary. The purposes of such further meeting(s) may include:

- i. discussing the reasons for and impact of your on-going absence(s);

- ii. where you are on long-term sick leave, discussing how long your absence is likely to last;
- iii. where you have been absent on a number of occasions, discussing the likelihood of further absences;
- iv. if it has not been obtained, considering whether medical advice is required and if it has been obtained, considering the advice that has been given and whether further advice is required;
- v. considering your ability to return to/remain in your job in view both of your capabilities and our business needs and any adjustments that can reasonably be made to your job to enable you to do so;
- vi. considering, (if appropriate), possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you;
- vii. where you are able to return from long-term sick leave, whether it is appropriate for you to return to your job or a redeployed job, and agreeing a return to work programme;
- viii. if it is considered that you are unlikely to be able to return to work from a period of long-term sick leave, whether there are any benefits which should be considered; and/or
- ix. agreeing a way forward, the action that will be taken and a time-scale for review and/or a further meeting(s). This may, depending on steps we have already taken, include warning you that you are at risk of dismissal.

e) Stage 3:

Where you have been warned that you are at risk of dismissal, we may invite you to a meeting under the third stage of the sickness absence procedure. The to review the meetings that have taken place and matters discussed with you;

- i. where you remain on long-term sick leave, to consider whether there have been any changes since the last meeting under stage two of the procedure, either as regards your possible return to work or opportunities for your return or possible redeployment;
- ii. to consider any further matters that you wish to raise;
- iii. to consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time; and
- iv. to consider the possible termination of your employment.

## 2.6 Appeals

- a) you wish to appeal against the outcome from any of your absence management meetings you may appeal in writing, stating your full grounds of appeal to person designated to hear your appeal within one week from the date when you were informed of the decision.

- b) We will hold an appeal hearing meeting as soon as is reasonably practicable after receiving your appeal. This will be dealt with impartially by a manager who has not previously been involved in the procedure. You will have the right to bring a trade union representative or fellow colleague as a companion to the hearing.
  
- c) Following an appeal hearing, the original decision may be confirmed, revoked or replaced with a different decision. The final decision will be confirmed in writing and there will be no further right of appeal.

## 3. Disciplinary Procedure

### 3.1 Purpose and scope

This procedure applies to all employees regardless of their length of service. It is designed to help and encourage you to achieve and maintain standards of conduct. It is our policy that any disciplinary matter is dealt with fairly and in accordance with this procedure.

### 3.2 The procedure

The usual sanctions are set out below, although each case will be assessed on its own merits. Where the matter is sufficiently serious we may move to final written warning or dismissal at the first instance.

#### a) Stage 1 – Verbal Warning

If your conduct is deemed to be unsatisfactory, you will be given a verbal warning which will be recorded and remain active on your file for period of 6 months (this period will be specified in the warning). Following this period, this warning will be disregarded but will remain on your file.

#### b) Stage 2 – first warning

If your conduct is unsatisfactory, you will be given a written warning which will be recorded and normally remain active for twelve months (the period will be specified in the warning). After this time, it will be disregarded (but will remain on file).

If there are any further incidents of misconduct during the active period of a warning, this may result in a final written warning or other sanction (depending on the nature of the misconduct).

#### c) Stage 3 – final written warning

If the offence is sufficiently serious, or there is a failure to improve or if a further offence occurs during the active period of a first warning, a final written warning may be issued.

Any further incident of misconduct during the active period of the final written warning may lead to action under Stage 3 (dismissal or some other sanction short of dismissal).

A copy of this warning will be recorded on the personal file and will normally remain active for a period of 12 months (the period will be specified in the warning). After this time, it will be disregarded but will remain on file.

#### d) Stage 4 – dismissal or some other sanction short of dismissal

If your conduct has failed to improve, or a further incident of misconduct occurs, you may be dismissed or some other sanction short of dismissal may be imposed including (but not limited to) demotion, transfer to another job, loss of seniority or loss of overtime.

### 3.3 Misconduct

a) The following are non-exhaustive examples of matters (provided for illustration purposes only) that will normally be regarded as misconduct and will be dealt with under our Disciplinary Procedure:

- i. minor breaches of our policies;
- ii. minor breaches of your contract;
- iii. poor timekeeping and/or poor attendance;
- iv. time wasting; and
- v. unauthorised absence from work.

b) This list is intended as a guide and is not exhaustive.

### 3.4 Gross misconduct

a) Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between employer and employee. Gross misconduct will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).

b) The following are non-exhaustive examples of matters that are normally regarded as gross misconduct:

- i. theft or fraud;
- ii. actual or threatened violence, or behaviour which provokes violence or bullying;
- iii. deliberate and serious damage to property;
- iv. deliberately accessing internet sites containing pornographic, offensive or obscene material;
- v. serious insubordination;
- vi. unlawful discrimination, harassment or victimisation;
- vii. bringing the organisation into serious disrepute;
- viii. consuming/using or being under the influence of alcohol, illegal drugs, prescription drugs not prescribed to you, or other substances during working hours;

- ix. causing loss, damage or injury through serious negligence or serious neglect of duties or serious breach of your contract;
- x. serious breach of health and safety rules;
- xi. unauthorised use or disclosure of confidential information, personal data (other than your personal data) or failure to ensure that confidential information in your possession is kept secure or breach of our Data Protection Policy;
- xii. breach of the Anti-Bribery and Corruption Policy;
- xiii. Being charged with or convicted of a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affects your suitability to continue to work for us;
- xiv. possession, use, supply or attempted supply of illegal drugs;
- xv. harassment or victimisation of, or discrimination against, employees, contractors, clients or members of the public, related to sex, marital or civil partner status, gender re-assignment, race (including colour, nationality, ethnic or national origin), disability, religion or belief, pregnancy or maternity, or age;
- xvi. refusal to disclose any of the information required by your employer in relation to your employment or any other information that may have a bearing on the performance of your duties;
- xvii. giving false information as to your qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits;
- xviii. knowingly taking parental, paternity or adoption leave when not eligible to do so or for a purpose other than as permitted by law in relation to supporting a child or a dependent;
- xix. making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
- xx. making untrue allegations in bad faith against a colleague;
- xxi. victimising a colleague who has raised concerns, made a complaint or given evidence or information under our Whistleblowing Policy, Anti-harassment and Bullying Policy, Grievance Procedure, Disciplinary Procedure or otherwise;
- xxii. serious misuse of our information technology systems contrary to our IT and Communications Systems Policy;
- xxiii. undertaking unauthorised paid or unpaid employment during your working hours; and

This list is intended as a guide and is not exhaustive.



### 3.5 Investigations

- a) The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The investigation stage will vary from case to case depending on the nature of the allegations; it may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.
- b) Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
- c) You do not normally have the right to bring a companion to an investigative interview. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.
- d) You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

### 3.6 Criminal charges

- a) Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.
- b) We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.
- c) A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

### 3.7 Notification of a hearing

- a) Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:
  - i. a summary of relevant information gathered during the investigation; and
  - ii. a copy of any relevant documents which will be used at the disciplinary hearing.
- b) We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable

amount of time to prepare your case in response to the allegations against you and having regard to the information we have given you.

### 3.8 The right to be accompanied

- a) You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the disciplinary officer who your chosen companion is in good time before the hearing.
- b) If your choice of companion is unreasonable we may require you to choose someone else (i.e. where a conflict of interest may arise, if your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days).
- c) If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.

### 3.9 Appeals

- a) If you wish to appeal against the disciplinary action taken against you, you should appeal in writing, stating your full grounds of appeal, to the person designated to hear your appeal within 5 calendar days from the date you were informed of the decision.
- b) We will hold an appeal meeting as soon as is reasonably practicable after receiving the appeal. This will be dealt with impartially by a manager who has not previously been involved in the disciplinary procedure. You will have the right to bring a companion to the hearing. There is no further right of appeal after this.

## 4. Grievance Procedure

### 4.1 Who is covered by the procedure?

This procedure applies to all employees. It may be amended at any time and we may depart from it depending on the circumstances of any case.

### 4.2 Using the grievance procedure

Most grievances can be resolved quickly and informally through discussion with your manager. If this does not resolve the problem, you should initiate the formal procedure below, reasonably promptly.

### 4.3 Step 1: written grievance

- a) You should put your grievance in writing and submit it to your manager. If your grievance concerns your manager you may submit it to their manager; or alternatively, the HR department.
- b) The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

### 4.4 Step 2: meeting

We will arrange a grievance meeting, as soon as is reasonably practicable after receiving your written grievance. You should make every effort to attend.

You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague.

If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.

We will write to you, as soon as is reasonably practicable after the grievance meeting (or the last of any reconvened grievance meetings), to confirm our decision and (as applicable) notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

#### 4.5 Step 3: appeals

- a) If the grievance has not been resolved to your satisfaction you may appeal in writing to the Company, stating your full grounds of appeal, within 7 calendar days of the date on which the decision was sent or given to you.
- b) We will hold an appeal meeting, as soon as is reasonably practicable after receiving your written appeal. This will be dealt with impartially by a manager who has not previously been involved in dealing with the grievance. You will have a right to bring a trade union representative or a colleague as a companion.
- c) We will confirm our final decision in writing, as soon as is reasonably practicable after the appeal hearing. There is no further right of appeal.

#### 4.6 Collective grievance

This procedure applies to grievances concerning two or more employees raised by a Trade Union representatives or any other appropriate workplace representative. These concerns will be dealt with as appropriate based on the individual facts of the case.

## 5. Anti-harassment and Bullying

### 5.1 General

- a) The purpose of this policy is to ensure that all staff are treated and treat others with dignity and respect, free from harassment and bullying.
- b) This policy covers any harassment and/or bullying which occurs both in and out of the workplace, including on business trips or at events or work-related social functions. It covers harassment and/or bullying by staff and also by third parties such as customers, suppliers or visitors to our premises.
- c) Staff must treat colleagues and others with dignity and respect, and should always consider whether their words or conduct could be offensive. Even unintentional harassment or bullying is unacceptable.
- d) We will take allegations of harassment or bullying seriously and address them promptly, sensitively, and confidentially where possible. Harassment or bullying by an employee may be treated as misconduct under our Disciplinary Procedure. In some cases it may amount to gross misconduct and may lead to summary dismissal.
- e) Individual members of staff may in some cases be legally liable for harassment of colleagues or third parties including customers and clients, and may be ordered to pay compensation by a court or employment tribunal.

### 5.2 What is harassment?

- a) Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.
- b) It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- c) Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include, by way of example:

- i. making threats or offensive, intimidating comments, gestures, insensitive jokes or pranks or stereotypical remarks;

- ii. mocking or mimicking or belittling a person's disability;
  - iii. spreading malicious rumours, or insulting someone by word or behaviour (particularly on the grounds of age, race, sex, disability, sexual orientation and religion or belief);
  - iv. unwelcome sexual advances or physical conduct– touching, standing too close, the display of offensive materials, asking for sexual favours, making decisions on the basis of sexual advances being accepted or rejected; or
  - v. continued suggestions for social activity after it has been made clear that such suggestions are unwelcome.
- d) A person may be harassed even if they were not the intended “target”. For example, a person may be harassed by racist jokes about a different ethnic group if they create an offensive environment for him/her.

### 5.3 What is bullying?

- a) Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.
- b) Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:
  - i. shouting at, being sarcastic towards, ridiculing or demeaning others;
  - ii. physical or psychological threats;
  - iii. overbearing supervision or other misuse of power or position; or
  - iv. deliberately undermining a competent worker by overloading and constant criticism.
- c) Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on its own.
- d) You should disclose any instances of harassment or bullying of which you become aware of to the Company.

### 5.4 Informal steps

- a) If you are being bullied or harassed, you should initially consider raising the problem informally with the person responsible, if you feel able. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your manager, who can provide confidential advice and

assistance in resolving the issue formally or informally. If your complaint is about your manager, you should speak to their manager and HR.

- b) If you are not certain whether an incident or series of incidents amount to bullying or harassment, you should initially contact your manager (or, where the complaint concerns your manager, to their manager) informally for confidential advice.
- c) If informal steps have not been successful or are not possible or appropriate, you should follow the formal procedure set out below.

### 5.5 Raising a formal complaint

- a) If you wish to make a formal complaint about bullying or harassment, you should submit it in writing to manager, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, you should refer it to their manager or HR.
- b) Your written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.
- c) As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all staff and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

### 5.6 Formal investigations

- a) We will investigate complaints in a timely and confidential manner. The investigation should be thorough, impartial and objective, and carried out with sensitivity and due respect for the rights of all parties concerned.
- b) We will arrange a meeting with you, as soon as reasonably practicable after receiving your complaint, so that you can give your account of events. You may, if you wish, be accompanied by a colleague or a trade union representative at the meeting. The investigator will arrange further meetings with you if appropriate throughout the investigation.
- c) Where your complaint is about an employee, we may consider making temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser or bully to hear their account of events; they have a right to be told the details of the allegations against them, so that they can respond.
- d) Where your complaint is about someone other than an employee, such as a contractor, customer, service user, supplier, or visitor, we will consider what action (for example, temporary changes to working arrangements) may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable

needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.

- e) It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.
- f) At the end of the investigation, the investigator will normally submit a report or report to the individual nominated to consider the complaint, who will arrange a meeting with you, as soon as is reasonably practicable after receiving the report, in order to discuss the outcome and what action, if any, should be taken.

### 5.7 After the investigation

- a) If the individual nominated to consider the complaint believes that harassment or bullying has occurred, prompt action will be taken to address it.
- b) Where the harasser or bully is an employee the matter will normally be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure.
- c) Where the harasser or bully is a third party, appropriate action might include putting up signs setting out acceptable and unacceptable behaviour; speaking or writing to the person and/or their superior about their behaviour; or, in very serious cases, banning them from the premises or terminating a contract with them.
- d) We will consider how best to manage the working relationship between you and the alleged harasser or bully. It may be appropriate to arrange some form of mediation and/or counselling, or to change the duties, working location or reporting lines of one or both parties.
- e) Any staff member who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Procedure.

### 5.8 Appeals

- a) If you are not satisfied with the outcome you may appeal in writing to the nominated individual, assigned at the time, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- b) We will hold an appeal meeting, as soon as is reasonably practicable after receiving your written appeal. Where possible, this normally will be dealt with impartially by an individual who has not previously been involved in the case (although they may ask anyone previously involved to be present, for example, to provide relevant information). You may bring a colleague or trade union representative to the meeting.
- c) We will confirm our final decision in writing, as soon as is reasonably practicable after the appeal hearing. This is the end of the procedure and there is no further right of appeal.



## 5.9 Protection and support for those involved

- a) You should not suffer any form of retaliation or victimisation as a result of bringing a complaint or participating in good faith in any investigation under this policy.
- b) If you believe you have suffered any such treatment you should inform your manager, or where your concern relates to your manager, their manager or the Company. If the matter is not remedied you should raise it formally using our Grievance Procedure or this procedure if appropriate.
- c) Anyone found to have retaliated against or victimised someone for making a complaint or assisting in good faith with an investigation under this procedure will be subject to disciplinary action under our Disciplinary Procedure.

## 5.10 Confidentiality

Everyone involved in the operation of the policy, whether making a complaint or involved in any investigation, is responsible for observing the high level of confidentiality that is required. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a “need to know” basis (or as required by law).

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

Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

## 6. Whistleblowing Policy

### 6.1 General

We are committed to conducting our business with honesty and integrity, and we expect all staff to maintain high standards. A culture of openness and accountability is essential in order to prevent situations relating to illegal or unethical behaviour occurring, or to address them when they do occur.

### 6.2 What is whistleblowing?

- a) “Whistleblowing” is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:
  - i. criminal activity;
  - ii. miscarriages of justice;
  - iii. danger to health and safety;
  - iv. damage to the environment;
  - v. failure to comply with any legal obligation or regulatory requirements;
  - vi. financial fraud or mismanagement; and
  - vii. the deliberate concealment of any of the above matters.
- (b) A “whistleblower” is a person who raises a genuine concern in relation to any of the above in the reasonable belief that their raising of the concern is in the public interest (a “whistleblowing concern”). If you have any such concerns you should report it under this policy.
- (c) This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work. In those cases you should use the Grievance Procedure or the Anti-harassment and Bullying Policy as appropriate.
- (d) If you are uncertain whether something is within the scope of this policy you should seek advice from the Company.

### 6.3 Raising a whistleblowing concern

- d) We hope that in many cases you will be able to raise any concerns with your manager. You may tell them in person or put the matter in writing if you prefer. They may be able to agree a way of resolving your concern quickly and effectively.
- e) However, where the matter is more serious, or you feel that your manager has not addressed your concern, or you prefer not to raise it with them for any reason, you should contact the Company.

- f) We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy as a companion. Your companion must respect the need for confidentiality regarding your whistleblowing concern and any subsequent investigation.

#### 6.4 Confidentiality

- a) We hope that staff will feel able to voice any whistleblowing concerns openly under this policy. However, if you want to raise your concern confidentially, we will make all reasonable efforts to keep your identity secret. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you.
- b) We do not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. Whistleblowers who are concerned about possible reprisals if their identity is revealed should contact the Company.

#### 6.5 External disclosures

- a) The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.
- b) The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. It will very rarely if ever be appropriate to alert the media. We strongly encourage you to seek advice before reporting a concern to anyone external.
- c) Whistleblowing concerns usually relate to the conduct of our staff, but they may sometimes relate to the actions of a third party, such as a customer, supplier or service provider. In some circumstances the law will protect you if you raise the matter with the third party directly. However, we encourage you to report such concerns internally first. You should contact [Confidential@staffingmatch.co.uk](mailto:Confidential@staffingmatch.co.uk) the Company for guidance.

#### 6.6 Investigation and outcome

- a) Once you have raised a concern, we will carry out an investigation. We will aim to keep you informed of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent us giving you specific details of the investigation or any disciplinary action taken as a result. You should treat any information about the investigation as confidential.
- b) If we conclude that a whistleblower has made false allegations maliciously, in bad faith or with a view to personal gain, the whistleblower will be subject to disciplinary action.

#### 6.7 If you are not satisfied

If you are not happy with the way in which your concern has been handled, you can raise it with the Company.

#### 6.8 Protection and support for whistleblowers

- a) It is understandable that whistleblowers are sometimes worried about possible repercussions. We aim to encourage openness and will support staff who raise genuine concerns under this policy, even if they turn out to be mistaken.
- b) Staff must not suffer any detrimental treatment as a result of raising a whistleblowing concern. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Company immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.
- c) Staff must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action. In some cases the whistleblower could have a right to sue you personally for compensation in an employment tribunal.

## D- Time Away from Work

1. Sickness absence policy
2. Statutory work
3. Compassionate leave
4. Time off for public duties
5. Adverse weather and travel disruption policy

# 1. Sickness Absence Policy

## 1.1 General

- a) This policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way.
- b) Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have a number of different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).
- c) We wish to ensure that the reasons for sickness absence are understood in each case and investigated where necessary.

## 1.2 Attendance

Regular, punctual attendance is an implied term of every employee's contract of employment. Each employee is expected to take responsibility for achieving and maintaining good attendance.

## 1.3 Disabilities

- a) We are aware that sickness absence may result from a disability. In such circumstances, particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.
- b) If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform the Company.

## 1.4 Notification of absence

- a) If you are taken ill or injured while at work you should seek permission if you need to leave work.
- b) If you cannot attend work because you are ill or injured you should normally telephone your manager as early as possible and no later than 60 minutes after the time when you are normally expected to start work. The following details should be provided:
  - i. the nature of your illness;
  - ii. the expected length of your absence from work;
  - iii. contact details; and
  - iv. any outstanding or urgent work that requires attention.
- c) You should expect to be contacted during your absence by your manager or the HR department who will want to enquire after your health and be advised, if possible, as to your

expected return date. Your line manager will also want to enquire about any work hand-over requirements so that appropriate arrangements can be made in your absence.

### 1.5 Evidence of incapacity

- a) For sickness absences of up to seven calendar days you must complete a self-certification form which is available to download on the HMRC website.
- b) During periods of absence, you must contact your direct manager every morning to update the Company as to your health.
- c) For absence of more than a week you must obtain a certificate from your doctor (a “Statement of Fitness for Work”) stating that you are not fit for work and the reason(s) why. This should be forwarded to the Company as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.
- d) If your doctor provides a certificate stating that you “may be fit for work” you should inform the Company immediately. We will discuss with you any additional measures that may be appropriate to facilitate your return to work. This may take place at a return to work interview. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.
- e) Where we are concerned about the reason for your absence, or the level of frequent short-term absence, we may require a medical certificate for each absence regardless of duration. In such circumstances, for absences of less than seven calendar days, we will cover any costs incurred in obtaining such medical certificates, on production of a doctor’s invoice.

### 1.6 Unauthorised absence

- a) Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.
- b) Any absence that has not been notified to us in accordance with the sickness absence reporting procedure will be treated as an unauthorised absence.
- c) If you do not report for work and have not telephoned to explain the reason for your absence, we will try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence. The Disciplinary Procedure will be invoked if an explanation for absence is not forthcoming or is unsatisfactory.

### 1.7 Medical examinations

- a) We may, at any time in operating this policy, ask you to consent to a medical examination by an Occupational Health adviser and/or a doctor or specialist nominated by us.
- b) You will be asked to agree that any report produced in connection with any such examination may be disclosed to us and that we may discuss the contents of the report with our advisers, the specialist and the relevant doctor.

## 1.8 Return-to-work interviews

- a) Managers will discuss absences with employees when they return to work and carry out return to work interviews as appropriate.
- b) A return-to-work interview enables us to confirm the details of your absence. Also it gives you the opportunity to raise any concerns or questions you may have, and to bring any relevant matters to our attention.
- c) Where your doctor has provided a certificate stating that you “may be fit for work” we will discuss with you any additional measures that may be appropriate to facilitate your return to work, taking account of the advice of your doctor.
- d) We are committed to helping employees return to work from long-term sickness absence. We will, where appropriate and possible, support returns to work by:
  - i. obtaining medical advice;
  - ii. making reasonable adjustments to the workplace, working practices and/or working hours;
  - iii. considering redeployment; and/or
  - iv. agreeing a return to work program.

## 1.9 Managing sickness absence

- a) We may apply the Company’s Capability (Sickness) Procedure whenever we consider it necessary, including for example if you have:
  - i. been absent due to illness on a number of separate occasions (Please see clause 2.1 (a) (iii));
  - ii. discussed matters at a return to work interview that require investigation; and/or
  - (iii) have been absent for more than 7 working days.
  - (iv) Please see clause 2.1 (a) (iii) for more details
- b) We may apply the Company’s Disciplinary Procedure whenever we consider it necessary, including for example in relation to unauthorised absence and/or abuse of sickness absence leave (for example, taking sickness absence when you are not unwell).



## 2. Statutory Time Off Work

We will comply with all statutory requirements in relation to:

- i) maternity leave and pay;
- ii) paternity leave and pay;
- iii) adoption leave and pay;
- iv) parental leave; and
- v) flexible working requests.

Please notify the Company if any of the above apply to you or if you wish to apply for any of the above. You will then be provided with further information as required.

### 3. COMPASSIONATE LEAVE

- a) Compassionate leave is designed to help an employee where they need to deal with necessary arrangements for or assist a close relative (mother, Father, Sibling, spouse/partner or children) who is seriously or critically ill or has died.
- b) We may exercise our discretion to grant compassionate leave on a case by case basis, please contact the Company if you wish to take an extended period of compassionate leave.

### 4. TIME OFF FOR PUBLIC DUTIES

#### 4.1 General

We wish to enable employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business. We are not obliged to grant employees paid leave for these purposes.

#### 4.1 Jury service

- a) You should tell your manager as soon as you are summoned for jury service and provide a copy of your summons if requested.
- b) Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.
- c) Employers are not required to pay employees while they are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim.

#### 4.2 Voluntary public service

Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties. If you require time off for any other types of public service (i.e. Tribunal member, local

councillor, school governor etc.) you should speak to your manager who will consider any requests for time off reasonably.

## 5. ADVERSE WEATHER AND TRAVEL DISRUPTION POLICY

### 5.1 General

- a) This policy applies where it becomes impossible or dangerous for employees to travel in to work because of:
  - i. extreme adverse weather such as heavy snow;
  - ii. industrial action affecting transport networks; or
  - iii. major incidents affecting travel or public safety.
- b) On these occasions we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties you may face and to protect health and safety, while still keeping the business running as effectively as possible.

### 5.1 Travelling to work

- a) You should make a genuine effort to report for work at your normal time.
- b) If you are unable to attend work on time or at all, you should telephone your manager before your normal start time on each affected day.
- c) If you are unable to attend work, you should check the situation throughout the day in case it improves and if so report to your manager and attend work unless told otherwise.
- d) If you do not make reasonable efforts to attend work or fail to contact your manager without good reason, you may be subject to disciplinary proceedings for misconduct under our Disciplinary Procedure.

### 5.2 Alternative working arrangements

- a) You may be required to work from an appropriate alternative place of work, if available. Your manager will advise you of any such requirement.
- b) If you are able to work, you may sometimes be expected to carry out additional or varied duties during such periods. However, you will not be required to do anything you cannot reasonably do competently or safely.

### 5.3 Late starts and early finishes

- c) If you arrive at work late, you may be subject to disciplinary action.
- d) If you ask to leave early, and this is permitted, you will usually be expected to make up any lost time. Your manager has the discretion to waive this requirement in minor cases and has

the discretion to allow you to leave early bearing in mind the needs of the business and your personal circumstances.

#### 5.4 Absence and pay

- a) If you are absent from work due to extreme weather or other disruptions to travel (and unable to undertake your normal work from elsewhere), you are not entitled to be paid for the time lost.

#### 5.5 School closures and other childcare issues

Adverse weather sometimes leads to school or nursery closures or the unavailability of a childminder. In case such as these where childcare arrangements have been disrupted, you may have a statutory right to reasonable time off without pay.

## E- Health and Safety

1. Health and safety policy
2. No smoking policy
3. Substance misuse policy

# 1. Health and Safety Policy

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- a) We are committed to ensuring the health and safety of our staff and anyone affected by our business activities and to providing a safe environment for all those attending our premises.
  
- b) You are required to follow all health and safety practices and policies in force which are available from the Company. Due to the nature of the business, these policies vary on a site by site basis. It is your responsibility to ensure you are up to date with the client and site Health and Safety Policy.

## 2. No Smoking Policy

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- a) Smoking is banned in our workplace. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars, electronic vapes and herbal cigarettes.
- b) You may only smoke outside in designated areas during breaks. When smoking outside, you should ensure that you dispose of cigarette butts and other litter.
- c) If you experience any particular difficulty complying with this policy, you should discuss your situation with your manager.

### 2.2 Breaches of the policy

- a) Breaches of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- b) Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

## 3. Substance Misuse Policy

### 3.1 General

- a) We are committed to providing a safe, healthy and productive working environment for all our staff, customers, clients and visitors. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in a working environment which is free from alcohol and drug misuse.
- b) You must not drink alcohol or take illegal drugs at work and you must not misuse drugs prescribed for you or obtained over the counter at work.
- c) Misuse of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health & safety risks, not only for the individual but also for others. Irresponsible behaviour or the commission of offences resulting from, or in connection with the misuse of alcohol or drugs may damage our reputation and, as a result, our business. We may initiate the Disciplinary Procedure if there is a breach of this policy, and it may result in a sanction being issued up to and including summary dismissal for gross misconduct.
- d) This policy is principally intended to deal with alcohol and drug problems which, in the context of this policy are any drinking or taking of drugs, whether intermittent or continual, which interferes with work performance in relation to attendance, efficiency, productivity or safety. You will be deemed to be under the influence of alcohol or drugs where that is the reasonable opinion of a manager or supervisor.

### 3.1 Alcohol and drugs at work

- a) You should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct.
- b) We expect all our staff to comply with the drink-driving legislation at all times. Our reputation will be damaged if you are convicted of a drink-driving offence and, if your job requires you to drive and you lose your licence, you may be unable to continue to do your job. Committing a drink-driving offence outside or during working hours or while working for us may lead to disciplinary action and could result in dismissal in accordance with our Disciplinary Procedure.
- c) If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role, if reasonable and practicable to do so.

### 3.2 Searches

- a) We reserve the right to conduct searches for alcohol or drugs, including, but not limited to, searches of personal belongings, bags, lockers, filing cabinets and desks, packages sent to our address etc.
- b) Any alcohol or drugs found as a result of a search will be confiscated and we may take disciplinary action under our Disciplinary Procedure.
- c) You may be subject to random drug and alcohol tests. The company is not at liberty to notify you as to when these will happen. Failure to participate in any tests may result in Disciplinary action.

### 3.3 Breach of this policy

Breaches of this policy will be dealt with under our Disciplinary Procedure, and, in serious cases, may be treated as gross misconduct leading to summary dismissal.



## F- Data and IT

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1. Data protection policy
2. Social media policy

# 1. General Data Protection Regulations – GDPR

## 1.1 General

This policy aims to ensure the fair processing of data relating to individuals (data subjects) by data controllers. This policy applies to data held on paper as well as on computerised systems in line with the General Data Protection Regulations (GDPR).

The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

We will process data in line with our privacy notices in relation to both job applicants and employees.

You have several rights in relation to your data. More information about these rights is available in our website <https://www.staffingmatch.co.uk/privacy-policy/> We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all Company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

## 2. Social Media Policy

### 2.0 General

We recognise that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, Twitter, blogs and Wikipedia . However, your use of social media can pose risks to our confidential and proprietary information, and reputation, and can jeopardise our compliance with legal obligations. To minimise risks we expect employees to adhere to this policy.

### 2.1 Scope and purpose of the policy

- a) This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Wikipedia, all other social networking sites, and all other internet postings, including blogs.
- b) It applies to the use of social media for both business and personal purposes, whether during working hours or otherwise. The policy applies regardless of whether the social media is accessed using our IT facilities and equipment or equipment belonging to members of staff or third parties.
- c) Any breach of this policy may result in disciplinary action up to and including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours, and regardless of whether our equipment or facilities are used for the purpose of committing the breach. If you are suspected of committing a breach of this policy you will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.
- d) You may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.
- e) You are responsible for the success of this policy and should ensure that you take the time to read and understand it. Any misuse of social media should be reported to the Company.

### 2.2 Compliance with related policies and agreements

- a) Social media should never be used in a way that breaches any of our other policies, if you do, you will be subject to disciplinary action under our Disciplinary Procedure, for example you are prohibited from using social media to discriminate, harass, victimise or bully staff or third parties in any way or breach our Anti-harassment and Bullying Policy and from defaming or disparaging the organisation or its affiliates, customers, clients, business partners, suppliers, vendors or other stakeholders.
- b) You should not do anything to jeopardise our trade secrets, confidential information, reputation, and intellectual property through social media.

### 2.3 Business use of social media

- a) If your duties require you to speak on behalf of the organisation in a social media environment, you must still seek approval for such communication from us and we may require you to undergo training before you do so and impose certain requirements and restrictions with regard to your activities.
- b) Likewise, if you are contacted for comments about the organisation for publication anywhere, including in any social media outlet, direct the enquiry to your manager and do not respond without written approval.
- c) You should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the organisation and create legal liability for both the author of the reference and the organisation.

### 2.4 Recruitment

We may use internet searches to perform due diligence on candidates in the course of recruitment. Where we do this, we will act in accordance with our data protection and equal opportunity obligations.

### 2.5 Social media Contacts

The contact details of any business contacts made during the course of your employment are regarded as our confidential information, and as such you will be required (unless agreed otherwise), to delete all such details from your personal social networking accounts, such as Facebook accounts or LinkedIn accounts, on the termination of your employment, however arising.

### 2.6 Monitoring

- a) The contents of our IT resources and communications systems are our property. Therefore, you should not have any expectation of privacy in any message, files, data, document, facsimile, telephone conversation, social media post conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on our IT and Communications Systems.
- b) We reserve the right to monitor, intercept and review, without further notice, staff activities using our IT and Communications Systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with and for legitimate business purposes and you consent to such monitoring by your acknowledgement of this policy and your use of such resources and systems.
- c) For further information, please refer to our IT and Communications Systems Policy.

### 2.7 Rules regulating your use of social media both within and outside of work

The use of social media at any time, both within and/or outside of working hours for both personal and/or business purposes is subject to the remainder of this policy:

a) You must not:

- i. do anything to jeopardise our valuable trade secrets, other confidential information and intellectual property through the use of social media;
- ii. post any comments or enter into any social media communications which may be misconstrued in a way that could damage our business reputation, even indirectly;
- iii. circulate chain letters or other spam;
- iv. circulate or post commercial, personal, religious or political solicitations, or promotion of outside organisations unrelated to the organisation's business;
- v. misappropriate or infringe the intellectual property of other companies and/or individuals, which can create liability for our organisation, as well as the individual author;
- vi. use our logos, brand names, slogans or other trademarks, or post any of our confidential or proprietary information without prior written permission;
- vii. post anything related to or about our customers, clients, business partners, suppliers, vendors, your colleagues or any other stakeholders without their written permission;
- viii. post any disparaging, discriminatory or defamatory statements/comments about our clients, partners, staff, customers, suppliers, vendors, business partners, or any other stakeholders or third parties or any comments that they may find offensive, including insults or obscenity;
- ix. harass, victimise or bully staff, or third parties in any way contrary to our Anti-Harassment and Bullying Policy;
- x. at any time breach, any of our policies and procedures, including our Equal Opportunities Policy, Anti-Harassment and Bullying Policy, Data Protection Policy etc.;
- xi. add business contacts made during the course of your employment to personal social networking accounts, such as Facebook accounts or LinkedIn accounts (without appropriate permission from us; and
- xii. breach any other laws or ethical standards (example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself or by making misleading statements).

b) You should:

- i. make it clear in any social media postings that you are speaking on your own behalf;
- ii. write in the first person and use a personal e-mail address;
- iii. if you disclose your affiliation as an employee of our organisation, state that your views do not represent those of your employer, for example you may state; “the views in this posting do not represent the views of my employer”;
- iv. ensure that your profile and any content you post are consistent with the professional image of our organisation; and
- v. keeping mind that you are personally liable for anything you write on social media.

## 2.8 Breach of this policy

Any misuse of this policy or use of social media contrary to any of our other policies will be dealt with under our Disciplinary Policy and may lead to any action up to any including dismissal

## G- Maternity and Paternity Leave

1. Maternity Leave
2. Paternity Leave

# 1. Maternity Leave

Statutory Maternity Leave can be up to 52 weeks. To qualify for maternity leave, you must be an employee.

## 1.0 Statutory Maternity Pay

Provided that an employee has completed 26 weeks' continuous service with her employer by the 15th week before her expected week of childbirth, she will be eligible to receive Statutory Maternity Pay during maternity leave.

Although the length of service is the key determining factor; an employee must meet certain other prerequisites in order to qualify to receive Statutory Maternity Pay:

- The employee must give at least 28 days' notice of her maternity leave unless she has a good reason for not doing so;
- An MATB1 form must have been submitted by the employee; and
- The employee must have had average weekly earnings over the lower earnings limit in the relevant period.

Statutory Maternity Pay is available for a maximum of 39 weeks of an employee's maternity leave.

An employee will be ineligible for Statutory Maternity Pay in any of the following circumstances:

- She has not been employed for long enough;
- Her earnings are too low;
- She did not provide sufficient notice of her maternity leave;
- She failed to supply the required medical evidence (MATB1) on time;
- She did not inform her employer that her baby had been born within 4 weeks of the date of birth;
- She was in legal custody at the beginning of her maternity pay period; or
- She started work with another employer after the birth.

## 1.1 Maternity Allowance

If an employee is not entitled to Statutory Maternity Pay for any reason, she may be entitled to Maternity Allowance. An employer should supply employees with a maternity allowance form SMP1 which should then be taken to a Jobcentre Plus in order to claim Maternity Allowance. This form may be downloaded in PDF format from the DWP.

Maternity Allowance may be available if you:



- Are employed;
- are self-employed and pay Class 2 National Insurance (NI) contributions;
- have a Small Earnings Exception certificate; or
- are not employed but have worked close to or during your pregnancy

The three latter provisions apply retrospectively and are valid reasons for ceasing payment of Statutory Maternity Pay once it has commenced.

Maternity Allowance is paid for a maximum of 39 weeks.

Employers must continue to pay usual contributions into any relevant occupational pension schemes for the period that the employee receives any Statutory Maternity Pay or contractual maternity pay.

The standard rate of statutory maternity pay (“SMP”) is set by the Government and may be subject to an increase in April of each year. Please refer to the HMRC website for the latest rate of SMP.

### 1.2 Antenatal Appointments

Employees have the right to time off to accompany a pregnant woman up to two antenatal care appointments, if the employee is the father of the baby, or the partner of the pregnant woman. There is no right to be paid for this time off and the employee can take a maximum of six and a half hours for each appointment.

## 2. Paternity Leave

### 2.1 Statutory Paternity Leave

Statutory Paternity Leave is currently two weeks.

To qualify for paternity leave you:

- ✦ must be an employee;
- ✦ must have been with your employer for 26 weeks by the 15th week before the start of the week when the baby is due or in cases of adoption the end of the week you are notified you are matched with your child; and
- ✦ must be taking the time off to support the mother or carer for the baby and intend to be fully involved in their upbringing.

You must also be either:

- ✦ the biological father of the child
- ✦ the mother's husband or partner (including same-sex relationships)
- ✦ the child's adopter or the partner of the adopter

Leave can commence only after the baby is born.

Employees will follow the statutory paternity leave arrangement instead of the company paternity leave scheme.

### 2.2 Statutory Paternity Pay

To qualify for statutory paternity pay the following must apply:

- ✦ you must be the biological father or adopter of the child or be the mother's (or adopter's) husband, partner or civil partner or have or expect to have responsibility for the child's upbringing;
- ✦ you must have been with your employer for 26 weeks by the 15th week before the start of the week before the baby is due or in cases of adoption the end of the week you are notified you, your wife, partner or civil partner are matched with your child;
- ✦ you must continue to work for that employer without a break up to the date the child is born or placed for adoption; and
- ✦ you must have had average weekly earnings over the lower earnings limit in the relevant period. See HMRC website for details of the current limit.

Paternity pay is paid for a maximum of two consecutive weeks at the lower rate of either 90% of average weekly earnings or a set figure - see HMRC website for further details.

Tax and national insurance will be deducted as usual.

Employers must continue to pay usual contributions into any relevant occupational pension schemes for the period that the employee receives any statutory or contractual paternity pay

## H- Pensions & Holidays

1. Pensions Auto-enrolment
2. Holidays

# 1. Pensions Auto-enrolment

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## 1.1 Pensions – Auto-enrolment

Effective from 1<sup>st</sup> October 2012 new pension obligations were introduced commonly known as 'auto-enrolment'.

All eligible employees will be auto -enrolled on to the company work place pension scheme NEST following 12 weeks of working with the company, although they will be able to opt in voluntarily during the postponement period. Please email [Pensions@staffingmatch.co.uk](mailto:Pensions@staffingmatch.co.uk) for further information.

# 2. Holidays

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## 2.1 Holidays

Company holiday years runs from 1st January to 31st December – permanent employees working full time will be entitled to 20 days holidays plus UK bank holidays.

Part-time workers will have their holidays as a pro rata allowance.

Holidays will increase with service and the company will give you a paid day off for your birthday. Full details relating to your holidays can be found in the company Terms of Business section 6

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