

# Manpower Temporary Employee Handbook



Manpower®

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# Introduction

## 1.1 Welcome to Our Team!

Whatever sector you work in and whatever your role, we are delighted that you have chosen to be part of the Manpower Team.

And that means we will do everything we can to meet your needs as an employee.

This Handbook outlines what you can expect from us and vice versa.

Pay, benefits, policies – it's all here, to give you more information about your general terms of employment. If you have any questions, your Manpower Contact will be able to assist you.

## 1.2 Terms of Employment

This Handbook supplements your Terms and Conditions of Employment and together, they constitute the basis of your employment and meet the requirements of the written statement of employment particulars, required by section 1 of the Employment Rights Act 1996. The policies in this Handbook that are non-contractual are specifically stated to that effect. If the detail in your Terms and Conditions conflict with any content of this Handbook, your Terms and Conditions shall take precedence.

Manpower reserves the right to amend its Terms and Conditions and policies, as set out in this Handbook from time to time; and such amendments will be notified to employees via the website, with effect from the date of the notice.

## 1.3 Definitions

References throughout this Handbook to your "Manpower Contact" will normally include Manpower Managers, Consultants, or other Branch or Contract staff to whom you may report to from time to time, unless expressly indicated to the contrary.

References to "Manpower" mean Manpower UK Limited, Manpower plc, ManpowerGroup or any other relevant associated, parent or subsidiary company.

References to "Terms and Conditions" mean your personalised Terms and Conditions of Employment.

# Assignment Information

## 2.1 Assignment details

Details of any assignment offered to and accepted by you will be confirmed by Manpower. This may include a description of the duties required of you in respect of the particular assignment to which it relates, and the anticipated duration of the assignment. Your duties may vary from assignment to assignment or during the duration of any assignment undertaken by you. Manpower will also confirm the identity and address of the Client to whom you will be assigned, the anticipated start date, the anticipated hours, and the remuneration paid to you. You will also be advised of what experience, training qualifications and any authorisation required by law or a professional body that the Client may deem necessary or which are required by law to work on the assignment. Failure to meet these criteria may result in the termination of the assignment.

During the assignment, you will work under the direction and supervision of the Client, to whom you are assigned and will be expected to comply with the Client's internal rules, policies and procedures.

Whilst within your working hours on an assignment, unless you are ill, or there are other reasons agreed by Manpower, you will be expected to devote your whole time, attention and abilities to Manpower and its Client's business. You may be moved from one assignment to another, as required by business needs and Manpower may also remove you from your assignment, should this be necessary for any reason. You do, of course, have the right to decline any new assignment.

Any queries or concerns you may have in relation to an assignment should be referred to your Manpower Contact.

## 2.2 End of assignment

Because of the nature of working with Manpower, it is important to understand there is a difference between your assignment with a Client being ended and your employment with Manpower being terminated. An assignment ending does not mean your employment has come to an end, unless there is a fair reason for us to bring your employment to an end, and this will be communicated to you. You will be advised by your Manpower Contact which situation applies and only a Manpower Contact (not a Client Contact) can terminate your employment.

Many assignments can be ended with no notice by the Client and your Manpower Contact will advise you what happens next. Some assignments may have specific notice periods before they can be ended (by either party); and if this applies, this will be communicated to you.

## 2.3 Pre-employment checks

Manpower will obtain references from the information you have provided, and if appropriate, complete checks with the UK Visas and Immigration (UKVI) and give its Clients relevant information relating to your employment details or your application. Manpower will obtain any additional check that you have consented to, relevant for the purpose of any assignment or permanent placement, for example; a financial check, criminal record disclosure check, or medical requirements.

Further checks may be required, depending on the need of the assignment.

## 2.4 Job description

Your general job title is in your Terms and Conditions. Specific details may be provided for a particular assignment, and you may from time to time be asked by Manpower to carry out work in any agreed sectors indicated in your Terms and Conditions.

This may be for Clients either for Manpower, or for any other company within Manpower, subject to your consent.

Outlined under each heading below are some of the roles that may apply to each of the sectors in your Terms and Conditions. This list is not exhaustive:

#### **Admin/Clerical/Sales**

- Office Based
- Receptionist
- Sales on/off site

#### **Care/Public Sector**

- Call Centre including 999/111
- Care Manager
- Cleaner
- Health Care Assistant
- Outreach Worker
- Porter
- Support Worker

#### **Customer Service/Call Centre**

- Call Centre Inbound
- Call Centre Outbound
- Retail

#### **Driving & Logistics**

- Category B
- 7.5T (C1)
- Class II (C)
- Class I (C+E)
- D1 (Minibus)
- D (PSV/PCV)
- Lift Truck – all levels
- Drivers Mates
- Porter

#### **Facilities Management**

- Grounds Keeper
- Maintenance
- Cleaner

#### **Finance**

- Payroll
- Credit Controller
- Sales & Purchase Ledger

#### **Hospitality & Catering**

- Cooks/Kitchen staff
- Cleaners
- Front of House Reception
- Waiting Staff

#### **IT**

- Analyst
- Technical Support
- Developer
- IT Security

#### **Management/Professional**

- Consultant
- Accountant
- Lawyer
- Auditor
- Business Analyst
- Project Roles
- Procurement
- Managers/Supervisors
- Directors

#### **Technical**

- Electrical/Mechanical/Maintenance/Structural Engineers
- Technicians
- Production/Manufacturing/Quality Engineers
- Trades e.g. Electricians/Plumbers/Trade Mates
- Welders/Fabricators/Machinists
- Plant Operators
- Health and Safety

#### **Warehouse/Industrial/Manufacturing**

- Cleaner
- Parcel Sorter
- Picker/Packer
- Production Operative
- Storeman
- Paint Sprayer
- Yard Marshal

## 2.5 Company/Client equipment

During your assignment, you may be supplied with Manpower or Client equipment, for example a laptop, mobile phone or tools. These items are your responsibility for the duration of the assignment and must be returned in good order at the end of the assignment.

All equipment belonging to Clients should be used for business approved purposes only. Misuse of any equipment supplied to you may result in your removal from an assignment, in addition to disciplinary action being taken.

## 2.6 Assignment rules -clothing and personal appearance

You should present yourself for work in clothes that are clean and appropriate to the type of assignment you are undertaking. Some Clients may require specific dress standards or uniform to be worn for an assignment. In addition, you should avoid the following:

- ripped or embellished clothing that may get caught, whilst carrying out your duties
- clothing with inappropriate graphics, slogans or wording.

Clients may also have specific rules and guidelines relating to personal appearance, including clothing, jewellery, piercings, tattoos; and there may also be requirements for hair to be tied back.

## 2.7 Assignment rules -alcohol and drugs

Manpower employees are expected to present themselves at work in a fit condition and anyone found to be under the influence of alcohol or illegal drugs will be subject to disciplinary action including, where appropriate, dismissal.

Employees should ensure that if they are taking prescribed or over the counter medication, they are able to work safely and adequately perform their normal work.

# Hours and Attendance

## 3.1 Hours

Manpower will, at all times during your employment, use reasonable endeavours to allocate you to suitable assignments. Your hours of work may vary from one assignment to another, and you will be advised of the expected hours for each assignment. There may also be occasions when no work is available.

## 3.2 Overtime

Much of our work arises because our Clients have deadlines to meet, and they may ask that you work reasonable or voluntary overtime. Your assignment details will include the rates that apply to overtime during that assignment.

## 3.3 Working time regulations

If your daily working time is more than six hours, you will normally have a rest break of at least 20 minutes. The Client to whom you are assigned may have in place a collective or Workforce Agreement that varies the entitlement to rest breaks and the times they are taken. If this is the case, that agreement will apply to you and we will provide you with details at the start of the assignment.

Manpower has a duty under the Working Time Regulations to ensure that you are not put at risk (nor do you put others at risk) by working excessive hours or by failing to take the appropriate rest periods. For this reason, it is important that we know if you are working for anyone else whilst employed with Manpower.

Additional restrictions may apply for roles in the Driving and Logistics Sector. Please refer to the Manpower Driving and Logistics Handbook for further information.

## 3.4 Night work

If your assignment regularly involves night work, that is, three hours or more between the hours of 23:00 and 06:00, you are entitled to request a health assessment to confirm your fitness for night work.

If you have not done night work before but are asked to undertake such an assignment, you may request a health assessment questionnaire before the assignment begins. Please ask your Manpower Contact for further details.

Normally you will not be required to work, on average, more than eight hours per night. However, where the Client has in place a Collective or Workforce Agreement which varies the hours of night work, that agreement will also apply to you and you will be given details at the start of your assignment.

## 3.5 Attendance and timekeeping

If for any reason you are unable to get to an assignment, you should inform your Manpower Contact (or alternative contact if directed to do so) as soon as possible. Naturally we take a serious view of unnotified absence, as this may have a detrimental effect on our Clients operation, therefore failure to notify Manpower of any absence may lead to disciplinary action.

Prior to the start of your assignment, you will be informed what time you are required to report for work. You are expected to make all reasonable efforts to be punctual throughout your assignment.

As with unauthorised, or notified absence, poor timekeeping may lead to disciplinary action.

## 3.6 Young workers

Employees under the age of 18 are subject to additional rules (also see section 15.12) about their hours as follows:

- you should not work more than eight hours in any day or 40 hours in any week
- you cannot work more than five days in any week
- you must have a break of 30 minutes if your shift is more than 4.5 hours (this may be unpaid)
- you cannot do night work, which is usually between 22:00 and 06:00.

# Pay

## 4.1 Pay rate

You should refer to the remuneration section of your Terms and Conditions for specific details about your pay, including what hours you will be paid for and what deductions may be made. Your pay rate may vary from assignment to assignment and this will be confirmed to you for each assignment.

You will only be paid when you are working on an assignment and you will not normally be paid for absence due to illness or injury, although you may be eligible to receive Statutory Sick Pay, as set out in Section 6.

## 4.2 Method of payment

### *Weekly Pay*

You will be paid weekly in arrears for the hours worked during the previous week, as detailed in your Terms and Conditions. Payment is made directly into your Bank or Building Society account and is subject to statutory deductions such as Tax and National Insurance.

### *Monthly Pay*

You will be paid monthly for your standard hours worked, as detailed in your Terms and Conditions on the last working day of the month. Overtime and variable payments, requiring Client authorisation, may be paid in the following month to the calendar month in which they apply. Payment is made directly into your Bank or Building Society account and is subject to statutory deductions such as Tax and National Insurance.

If you change your Bank or Building Society account details, please inform Manpower as soon as possible, so that your records can be updated.

## 4.3 Itemised pay statements

You will be provided with an on-line itemised pay statement detailing the calculation of gross pay and deductions under various headings. Your Manpower Contact will assist with any queries you may have concerning your pay.

## 4.4 National insurance and tax

Manpower will make all deductions as required by law in respect of Income Tax and National Insurance Contributions. Manpower will require your National Insurance number, as we are obliged by law to deduct National Insurance from your earnings. Manpower will tax you under the 'Pay As You Earn' scheme (PAYE). Depending on any tax documents you provide us with, and any circumstances you notify us of, the appropriate tax code will be applied and will appear on your online payslip.

In the event you have any tax queries they should be directed to:

HM Inspector of Taxes  
Customer Operations (East Kilbride)  
Queensway House, Stewartfield Way  
East Kilbride  
G79 1AA  
Telephone: 0300 200 3300  
Reference Number: 914/M7628

Please have your National Insurance number available for reference.

## 4.5 Expenses

Where appropriate reasonable and itemised expenses, for example travel expenses incurred on assignment, will be paid, provided they are agreed by Manpower and, where appropriate, the Client. Documentary evidence will be required in support of an employee's claim for expenses. Such expenses may be subject to tax in accordance with HMRC Regulations.

Your Manpower Contact will provide you with the details of any expenses paid for any particular assignment. All eligible expenses must be claimed as soon as possible and as a maximum, within two months of being incurred, unless you have written agreement from your Manpower Contact, that this period may be extended.

# Holiday

## 5.1 Holidays

Your contractual holiday entitlement, details of your holiday year and how your holiday pay is calculated are detailed in your Terms and Conditions.

On some assignments, you may be entitled to additional holiday under the Agency Worker Regulations 2010. If this applies, the additional entitlement will be calculated pro rata to the duration of that assignment and may be paid in lieu of additional days.

Under certain circumstances you will be expected to take holiday if, during assignment to a Client, the Client closes its place of work and employees are required to take part of their annual holiday. This could occur, for example, during an annual shutdown or over the Christmas/New Year period. You may also be asked to take your holiday leave on a public holiday when it occurs during an assignment, where the Client has this arrangement.

You may take holiday at any time during the holiday year, up to your maximum entitlement for the year, subject to the prior agreement of your Manpower Contact, and in some circumstances, the Client; by giving 14 days' notice. You will receive holiday pay, up to the amount accrued in the holiday year to the date your holiday commences.

## 5.2 Public holidays

If you wish to take any public holiday (or are required under your assignment to take off any public holiday) this must be taken as normal holiday leave, as part of your holiday entitlement.

If you work any public holiday, you will receive your normal rate of pay unless there are special arrangements in place relating to your assignment.

# Sickness, Absence, Pay and Medicals

## 6.1 Statutory Sick Pay (SSP)

You may be entitled to Statutory Sick Pay (SSP), which is a Government scheme liable to taxation and deductions for National Insurance. SSP is available to Temporary employees regardless of their earnings and is payable from the first day of sickness absence. SSP is paid at the lower of the statutory flat rate or 80% of your average weekly earnings and payment is made by Manpower through your normal pay method.

It is important that you notify your Manpower Contact on the first morning of your absence, stating the reason for your absence. Failure to notify Manpower as soon as reasonably possible could jeopardise your entitlement.

To claim SSP you must follow this process:

- for all periods of absence, up to and including seven (calendar) days, you must complete a Manpower Certification of Absence form and return to Manpower on the day of your return to work
- if you are unable to work due to illness for more than a week, you must provide Manpower with a medical certificate signed by your Doctor as soon as possible, that states the reason for the absence, and the period for which it is believed you will be unfit for work
- if you have not recovered when a certificate expires, you must get another certificate from your Doctor and send it to your Manpower Contact. Payment of SSP cannot be made without continued medical evidence that you are unfit for work.

Failure to follow the above process will jeopardise your entitlement to SSP.

Payment of SSP is made on a daily basis, the rate being 1/5 of the weekly rate.

## 6.2 Company Sick Pay (CSP)

With some Clients, Manpower operates a scheme which may provide sick pay if you are prevented from working, through sickness or injury. Company Sick Pay (CSP) is non-contributory, but taxable and liable to deductions for National Insurance.

The following basic conditions apply:

- eligibility is dependent upon the assignment at which you are working
- in most cases there is a qualifying period of 130 days worked (approximately 6 months). When calculating the qualifying period, Manpower will consider days worked on different assignments
- for eligible temporary employees, the level of benefit is the difference between SSP and your average weekly earnings, payable on a daily basis with a maximum benefit equal to 1.75 times your SSP entitlement
- no CSP is payable for the first three days of any period of absence.

In all cases eligibility to any sick pay ceases when you leave Manpower. If you are entitled to Company Sick Pay, details will be provided to you, prior to the start of your assignment.

## 6.3 Medicals

Manpower reserves the right to require employees to have a medical examination by an Occupational Health Specialist or independent Medical Advisor, with any report made by the Doctor supplied to Manpower.

If it is necessary to seek information from your own Doctor or Specialist, this will be done in accordance with the Access to Medical Reports Act. If you want a copy of any report to be sent to your own Doctor, Manpower can arrange this.

# Other Benefits

## 7.1 Pensions

To ensure that all employees make sufficient retirement provision, the Government introduced pension changes (referred to as "Auto-Enrolment"). Manpower has chosen NEST (National Employment Savings Trust) as our workplace pension scheme to meet our employer duties and help you put money aside for your retirement. NEST is a straightforward pension scheme, that gives you one retirement pot for life. You will get contributions into your retirement pot from us and extra money from the Government through basic rate tax relief, as long as you are making contributions too. This will be paid on the contributions you make and will go directly into your retirement pot. Please refer to your member pack for how to contact NEST for more information.

Your pension contributions will be made via a salary sacrifice scheme, where you agree to a reduction in salary in exchange for receiving a benefit equivalent to the value of the reduction. This is a way to make your pension saving more tax efficient. If you wish to opt out of the salary sacrifice arrangement, you must notify the company in writing when you are sent your auto enrolment member pack.

For some employees, Manpower operates a Stakeholder Pension Scheme, run by Aegon (Scottish Equitable). Please refer to your member pack for how to contact Aegon for more information.

Manpower is not able to provide financial advice, so you are encouraged to speak to an independent Pensions/Financial Advisor about the best pension arrangements for you.

## 7.2 Risk benefits

### Personal Accident Insurance

After the qualification period of 130 days worked, you automatically join Manpower's personal accident insurance scheme, which provides free cover, up to a maximum of £5,000 for permanent disablement whilst working for Manpower. Personal Accident leading to disablement means loss of a limb or any eye.

Full details of this scheme, including current levels of benefit, exclusions and activities not covered, and the procedure for claiming under the scheme, are held at Manpower's Head Office.

## 7.3 Recruitment referral

Experience has taught us that many of our best employees join us because they have friends and relatives already working for Manpower. We are always pleased to talk to people like you, who may know someone who is interested in working for us, so contact your Manpower Contact if you would like to introduce someone to our team. From time to time, a discretionary referral bonus may be in place locally.

## 7.4 Savings related share option scheme

Long serving Manpower employees are able to join the Manpower Save-As-You-Earn Scheme (SAYE). Typically, once a year, all eligible employees are invited to join this scheme, which is approved by HM Revenue & Customs (HMRC). It gives the opportunity to participate in a savings scheme, with the option to purchase shares in Manpower, on preferential terms, at a discounted 'option price' set at the outset, and to sell the shares at a future date. Full details of the scheme are available to eligible employees via their invitation.

If you are a member of any SAYE scheme with Manpower, and subsequently leave the business before the end of the savings contract, it is your responsibility to cancel any Standing Order Mandate, that may have been set up at the beginning of the scheme. Manpower will notify the scheme administrator that your employment has ended. Depending on the circumstances of you leaving, you may still be able to exercise your option to buy shares within six months of your leave date. This will be confirmed to you in writing by the SAYE scheme administrator.

## 7.5 Eye care

Manpower employees are eligible for an eye test paid for by Manpower, where the use of Display Screen Equipment (DSE) forms part of your job role. If as a result of the eye test, corrective lenses are prescribed specifically for DSE work, Manpower will contribute to the cost of the necessary eyewear.

Manpower has preferential arrangements with a leading high street chain of opticians ('the nominated provider') and wherever possible Manpower employees should use the nominated provider for both the eye-test and any resulting eyewear.

If there is not a convenient branch of the nominated provider in your locality, Manpower will pay for an equivalent test and, if necessary, eyewear from an alternative optician.

Manpower will contribute an agreed amount towards the basic frame range. Further details are available from your Manpower Contact.

### **7.6 Staff discounts**

Manpower offers you deals and savings on a range of lifestyle goods and services. Membership of the scheme is available to all Manpower employees on commencement of employment with us.

For more details, please refer to [manpower.co.uk](http://manpower.co.uk).

### **7.7 Discretionary benefits**

All the benefits set out from 7.2 to 7.6 are non-contractual and provided at the discretion of Manpower. Manpower may at any time withdraw or suspend or vary the terms upon which such benefits are offered, without any need to consult with you in advance or to provide any alternative or pay any compensation.

# Driving Vehicles

## 8.1 Client vehicles

Whilst working on any assignment in the Driving and Logistics Sector, you are also required to read and comply with the Manpower Driving and Logistics Handbook.

If you are working on assignment in any other sector, you may be asked occasionally to drive a Client's vehicle.

The driving of vehicles is subject to different Terms and Conditions of Business, and formal arrangements must first be made with the Client.

If a Client asks you to drive any kind of vehicle whatsoever, including the Client's vehicle, or your personal vehicle for business purposes, you must inform your Manpower Contact immediately; so that the necessary steps can be taken. Please explain to the Client that you have to do this.

You must not drive any vehicle for business purposes, until you have been informed by your Manpower Contact that the necessary arrangements have been made, and the minimum requirements have been met.

If you are driving an authorised vehicle during your employment with Manpower, you must report any accidents, any driving licence endorsements or changes to your licence categories to Manpower. Failure to do so may lead to disciplinary action.

In addition, during assignments, your driving licence, and any additional certificates/licences must be available to be checked quarterly, in line with Manpower's standard policy.

## 8.2 Manpower company vehicles

If you are provided with a Manpower vehicle as part of your employment, you will be provided with a copy of the Manpower Company Vehicle Guide. You are responsible for maintaining the vehicle to ensure it is in a roadworthy condition, in accordance with the manufacturer's guidelines, and that any accidents are reported immediately to your Manpower Contact.

In addition, during assignments, your driving licence, and any additional certificates/licences must be available to be checked quarterly, in line with Manpower's standard policy.

## 8.3 Fines and penalties

### 8.3.1 Driving offences

You will be personally liable for any fines or penalties incurred due to driving offences, including parking fines, while using a Manpower or Client vehicle, whether on public roads or private premises. Failure to pay any fines within the required timescales may lead to disciplinary action.

Any fines or penalties that are levied via Manpower or the Client, or fines or penalties which are not paid by you within the required timescale will be deducted from any monies due to you (including expenses, wages or salary) and may be subject to administration charges which will also be deducted from any monies due to you.

### 8.3.2 Excess payments for accidents or damage

You may also be liable for any policy excess payment if an accident or damage occurs to a Manpower or Client vehicle. Any excess owing will be deducted from any monies due to you, including salary or holiday pay.

### 8.3.3 Loss of driving licence

If driving is an essential part of your job, loss of your driving licence through disqualification or failure to renew, if required by law, may be considered gross misconduct resulting in summary dismissal.

## 8.4 Fuel cards and private mileage

If you are provided with a fuel card by Manpower or a Client for the purposes of using a vehicle on Manpower or Client business and the same vehicle is available for private use, you will be liable to reimburse Manpower (or our Client) for private mileage costs. You will be required to record and produce evidence of your private mileage. The cost of private mileage will be deducted from expense claims, wages/salary or any other monies owed to you.

# Termination

## 9.1 End of assignment or termination of employment

Because of the nature of working with Manpower, it is important to understand there is a difference between your assignment with a Client being ended and your employment with Manpower being terminated. An assignment ending does not mean your employment has come to an end, unless there is a fair reason for us to bring your employment to an end, and this will be communicated to you. You will be advised by your Manpower Contact which situation applies and only a Manpower Contact (not a Client Contact) can terminate your employment.

## 9.2 Notice to terminate employment

The notice periods that will apply are detailed in your Terms and Conditions.

## 9.3 Assignment comes to an end

If your current assignment comes to an end, Manpower will discuss with you other opportunities and will endeavour to find suitable work for you.

As an employment business, Manpower is in the business of providing flexible employment opportunities for our employees. When your individual assignment ends, our primary objective is to find you an alternative assignment.

## 9.4 On leaving

Your P45 will be sent to the last address you gave us, unless you have given any different instructions. If you are moving to a new location, please make sure that you provide us with a forwarding address. If you require references for prospective employers, you should ask them to write directly to the Manpower location where you last worked.

# Family Friendly Arrangements

## 10.1 Maternity

As a Manpower employee you are entitled to receive maternity benefits in accordance with your statutory entitlements. The details below do not form part of your contract and may be amended by Manpower at any time.

### Notification

You should inform your Manpower Contact of your pregnancy as soon as possible. In order to take advantage of the right to maternity leave and maternity pay, additional information must be provided by the end of your 'qualifying' week, which is the 15<sup>th</sup> week before your expected week of childbirth (EWC), or as soon as reasonably practicable thereafter. This includes:

- medical confirmation of the date your baby is due. This can be obtained from your doctor on form MATB1 and should state your EWC
- the date on which you intend to start your maternity leave, which can start no earlier than the 11th week before the EWC.

### Ante-natal care

You are entitled to reasonable paid time off for ante-natal care if you are working on a Manpower assignment at the time. To qualify for this time off you must be pregnant; confirmation of an appointment with a qualified doctor, midwife or health visitor must be provided, such as an appointment card and it must be at a properly recognised ante-natal clinic or equivalent. You are requested to provide your Manpower Contact as much notice as possible. Please try to arrange appointments to minimise disruption to you and the business, for example towards the beginning or end of the working day.

### Maternity leave

All pregnant employees who have followed the notification requirements above, are entitled to a minimum of 26 weeks' 'ordinary' maternity leave (OML) and 26 weeks additional maternity leave (AML) regardless of length of service and, if eligible, Statutory Maternity Pay (SMP).

### Maternity pay

To be eligible for SMP, pregnant employees must meet the following conditions:

- you must have been continuously employed for at least 26 weeks by the qualifying week.
- your average weekly earnings over the eight weeks ending with the qualifying week must not be less than the lower earnings limit for National Insurance contributions
- you must actually stop work – you cannot receive SMP and wages at the same time.

SMP is calculated at the statutory prevailing rates and is currently payable for up to 39 weeks. It will commence at the start of the OML period; but may start earlier if triggered by childbirth at an earlier date or where you are absent from work for a pregnancy related reason after the beginning of the 4<sup>th</sup> week prior to your EWC.

### Return to work

You will be advised of the date you must return to work and are required to provide 8 weeks' notice if you intend to return earlier. Manpower cannot guarantee that you will be able to return to the same assignment that you were in at the commencement of your maternity leave. If that assignment is not available, you would be offered another suitable assignment as soon as one becomes available.

If you decide not to return to work following your maternity leave, you should give Manpower the required notice under your contract of employment. This will not affect any entitlement to SMP.

Please ask your Manpower Contact for any other details.

## 10.2 Paternity leave

Paternity leave and pay is available to eligible employees on the birth of a child. It is also available upon the adopting of a child to the parent who is not taking adoption leave.

To be eligible for paternity leave, you must

- have been continuously employed for at least 26 weeks by the qualifying week. The qualifying week is the 15<sup>th</sup> week before the expected week of childbirth (EWC)
- be the father of the child or married to or the partner of the child's mother and have responsibility for the child's upbringing
- be taking the time off for the specific purpose of caring for the child and supporting the mother
- have provided written notification to Manpower of the date of the EWC, the length of period that you have chosen to take and the date on which your leave will begin and declare that you meet the above conditions. A form to do this can be obtained from your Manpower Contact.

Eligible employees will be entitled to either one or two consecutive weeks' paid leave within 8 weeks of the child's date of birth. Statutory Paternity Pay (SPP) is paid at statutory prevailing rates and you must meet the additional following criteria:

- your average weekly earnings over the eight weeks ending with the qualifying week must not be less than the lower earnings limit for National Insurance contributions.

### 10.3 Adoptive leave

Adoptive leave is available to individuals who adopt a child or to one partner when a couple adopts. To be eligible for adoption leave you must:

- have at least 26 weeks' continuous service by the week in which you are notified of being matched with a child for adoption
- be adopting a child through a UK or overseas adoption agency. Adoption leave is not available, if there is no agency involved or if you are formally adopting a stepchild or relative
- have been given written notice that you have been matched with a child for adoption and been given a date on which the agency expects that it will place a child in your care with a view to adoption Expected Placement Date (EPD) and you have agreed to this
- have provided Manpower with written notice of the EPD and the date on which your period of leave will begin, within 7 days of you being notified you have been matched with the child for adoption. You may also be required to provide a copy of the matching certificate from the adoption agency.

If your spouse or partner is taking adoption leave with their employer, you will not also be eligible for adoption leave, however you may qualify for paternity leave (for adoption).

Up to 52 weeks' leave may be taken by eligible employees and for UK adoptions this must start no later than the EPD but can start up to 14 days prior. For overseas adoptions, different start dates may apply.

Statutory Adoption Pay is calculated at the statutory prevailing rates and is currently payable for up to 39 weeks to eligible employees.

### 10.4 Parental bereavement leave

Two weeks' Parental Bereavement Leave is available to all employees who are parents and have lost a child under the age of 18 or who suffer a stillbirth from 24 weeks of pregnancy.

Parental Bereavement Leave Pay will be paid at the statutory prevailing rate for up to two weeks for employees who have at least 26 weeks continuous service.

### 10.5 Shared parental leave

Shared Parental Leave (SPL) enables eligible employees to choose how to share the care of their child during the first year of birth or adoption.

SPL may only be taken if the mother/primary adopter is eligible for statutory maternity/adoption leave and has agreed to end their leave and pay early. The remaining leave and pay (if any) may then be shared between the parents for the purposes of caring for the child by providing the statutory notices to Manpower.

To qualify for SPL, you must have at least 26 weeks' continuous service at the end of the 15th week before the expected week of childbirth or the Expected Placement Date for adoptions. The other parent must also meet statutory minimum working and earnings criteria.

To qualify for Shared Parental Leave Pay, the mother/primary adopter must have reduced their maternity/adoption pay period by ending their leave early and you must remain in employment until the first week in which Shared Parental Leave Pay becomes payable.

Please refer to your Manpower Contact for more details of notifications and ways in which this leave may be taken.

### 10.6 Time off for emergencies involving dependants

All employees are entitled to take reasonable time off during working hours to deal with an unexpected or sudden problem involving their dependants. This is a statutory right and any such time off will be unpaid.

### 10.7 Parental leave

As a Manpower employee, after one year's continuous service, you are entitled to take parental leave for any children under the age of 18 for whom you have parental responsibility. A total number of 18 weeks' parental leave may be taken before the child's 18<sup>th</sup> birthday, but not more than four weeks per child in any one year. All parental leave under this scheme is unpaid, must be taken in whole weeks and at least 21 days' notice of intention to take leave must be given.

Manpower may postpone a period of parental leave if the operation of the business or the Client's business would be unduly disrupted but will permit this to be taken no later than 6 months after the requested period.

# Equality Diversity and Inclusion

## 11.1 General Policy

As part of our commitment to the highest standard of employment practices, Manpower has an equal opportunities policy that is designed to ensure selection is based only on qualifications, merit and experience. In monitoring our policy, we plan to develop a workforce that reflects the diversity of the UK population, and that ensures that the human resources, talents and skills available in the whole community are considered when employment opportunities arise.

Manpower will offer employment opportunities to people regardless of sex, marital status, sexual orientation, gender, gender reassignment, age or disability or on the grounds of race, colour, religion or belief or ethnic origin. Manpower will not discriminate on any of these grounds, directly or indirectly, during the recruitment process or at any stage of employment. Manpower will ensure that every work assignment is open equally to those who demonstrate the required skills and abilities and that decisions are based solely on objective and job-related criteria, by not discriminating when advertising, selecting employees, offering training, promotion or career management, or providing benefits and services. Manpower will continually examine and review existing procedures relating to these areas.

To further our commitment to equality of opportunity Manpower has adopted the Codes of Practice that have been established under statutory authority to help companies ensure they are pursuing best practice in employment. Manpower adheres to these Codes in its policies and practices. The Codes give practical guidelines to employers in order to help them implement policies to eliminate discrimination and enhance equality of opportunity.

Every employee has personal responsibility for the implementation of this policy. Specifically, that you should:

- cooperate with measures that ensure equality of opportunity and non-discrimination
- not discriminate as supervisors or managers in selection decisions
- not incite or attempt to incite other employees to practice discrimination
- inform your Manpower Contact if you suspect discrimination is taking place.

Manpower will review this policy, and other policies that interact with it, at least annually.

Manpower will provide training and guidance for key decision-makers such as managers and those involved in human resources and management practices.

The policy also applies equally to the treatment of customers, Clients and members of the public.

You may use the grievance procedure to complain about discriminatory conduct. If the matter relates to harassment on the grounds of sex, sexual orientation, gender reassignment, age, race, religion or belief or disability there is a specific procedure to follow should you wish to raise a formal complaint. Please also refer to Section 12 and 13.

The Equal Opportunities Policy and Codes of Practice are guidelines only and do not form part of your Contract of Employment.

## 11.2 Disability

As part of this policy, our practice is to ensure that we are able to offer employment opportunities to and retain skilled and qualified people with disabilities. This includes making a positive effort to ensure that we do not unintentionally discriminate against disabled people, to question assumptions about disability and to communicate relevant facts regarding disability to our Client organisations. It may also include making reasonable adjustments to allow for someone's disability.

Employees who have a disability or become disabled during the course of their employment should inform their Manpower Contact and may also wish to advise of any reasonable adjustments to their employment or working conditions which they consider to be necessary, or which they consider would assist them in the performance of their duties. Careful consideration will be given to such proposals and, where reasonable and reasonably practicable, such adjustments will be made. There may however be circumstances where it will not be reasonable or reasonably practicable and where less favourable treatment may be justified in accordance with the statutory provisions. In particular, this may include work-place adaptations, and adjustments at Client premises, or other Client requests where this is beyond our control.

## 11.3 Diversity and inclusion

As an employer, Manpower is committed to valuing and promoting equality, diversity and inclusivity in all areas of recruitment, employment, training and promotion. We will look towards an environment where all members of staff can develop their full potential, irrespective of their race, gender, gender reassignment, marital status, age, disability, religious or other equivalent belief, political opinion or sexual orientation.

## 11.4 Monitoring

Manpower maintains records of the age, race, gender, marital status, sexual orientation, religion and belief and disability of applicants and existing employees. All records are monitored to establish any patterns of misrepresentation and are fully investigated to eliminate any discriminatory practices. Employees and job applicants will be asked to complete a form denoting their sex, sexual orientation, marital status, ethnic origin, religion and belief and disabilities. Manpower guarantees that this information will only be used for the purposes of monitoring the effectiveness of its equal opportunities policy.

## 11.5 Dignity at work policy

This policy statement reinforces Manpower's commitment to good employment practice. The overall aim is to positively encourage and promote a working environment where employees are treated with dignity and respect. Everyone must recognise, acknowledge and value differences in all people, and treat others with consideration and courtesy. In addition, we must not belittle or exclude people for any reason.

### All employees are entitled:

- to be treated with dignity, respect and courtesy
- to a workplace free from bullying, harassment or victimisation
- to experience no form of discrimination
- to be valued for their skills and abilities.

This policy provides procedures to deal with any problems that may arise and prevent their recurrence.

Manpower will always investigate any complaint immediately, confidentially, sensitively and without prejudice. Implementation and a proactive approach to the promotion of the policy is the duty of every employee.

### Examples of behaviour that will not be tolerated within Manpower:

Any form of bullying, harassment, victimisation or inappropriate behaviour will not be tolerated. Inappropriate behaviour can be verbal, written or physical.

Not treating individuals with dignity doesn't just have to be through face-to-face meetings. Written communications, phone calls, messages and social media can all demonstrate an individual's failure to treat colleagues with dignity at work, particularly when these actions are targeted at one individual or a specific group of individuals. Some examples of inappropriate behaviour are:

- publication of posters/screensavers which may cause offence to others
- jokes and banter in the workplace, which could be deemed to cause offence to an individual or group of persons.
- inappropriate negative references to an individual's race, sex, age, religion or belief, disability or sexual orientation
- abusive or insulting language
- comments of any nature which are either designed to offend or could reasonably be considered as having the effect of causing offence
- behaviour which could be perceived as abusive, malicious or intimidating
- physical contact.

Encouraging an employee to perform against reasonable objectives in order to manage their performance is not harassment.

### Making a complaint:

If any employee wishes to make a complaint, they should refer to Manpower's Harassment and Grievance policies outlined in the Employee Handbook. In situations where a manager is made aware of unacceptable behaviour but where the employee does not wish to make a formal complaint, the manager will endeavour to correct the behaviour without alerting those involved of the employee's identity. There may be occasions however when the behaviour is so concerning that Manpower must take formal action to ensure a positive working environment for all employees. Where such instances occur, Manpower will endeavour to investigate and resolve any issues as soon as it can.

### Consequences of failing to treat others with dignity in the workplace:

Following the conclusion of a full and thorough investigation into a complaint, any employee deemed to be actively displaying or condoning conduct which contradicts Manpower's Dignity at Work Policy, may have their behaviour reviewed through the company's disciplinary process, which could lead to a sanction up to and including dismissal.

# Whistleblowing

## 12.1 Whistleblowing Policy (Public Interest Disclosure)

### What is whistleblowing?

Whistleblowing, or a public interest disclosure to give it the formal name in line with the Public Interest Disclosure Act (PIDA), is where an employee (or worker) passes on information concerning wrongdoing.

To be considered whistleblowing under public interest disclosure laws, the wrongdoing must affect other people, for example the general public. Whistleblowing will typically, although not necessarily, be something witnessed at work that affects the public. In certain circumstances a group of colleagues impacted can be considered 'the public' impacted by an alleged wrongdoing.

To be covered by whistleblowing law, you must reasonably believe two key things:

1. You are acting in the public interest
2. The disclosure tends to show past, present or likely future wrongdoing falling into one or more of the following categories;
  - a criminal offence (this may include, for example, types of financial impropriety such as fraud).
  - failure to comply with a legal / statutory obligation. This includes, but is not limited to: data privacy, modern slavery, bribery and corruption and employment rights.
  - a miscarriage of justice.
  - a risk to the health or safety of any individual or group.
  - actual damage or the risk of damage to the environment.
  - covering up wrongdoing in the categories listed above or other unlawful activity.
  - exploitation and / or forced labour, including child labour and human trafficking.
  - Personal grievances and complaints are not usually covered by whistleblowing law as these are usually about the individual raising the complaint and not in the public interest.

### Whistleblowing is positive

Manpower is wholly committed to protecting the needs and expectations of our stakeholders, employees and other interested parties. We strive to maintain the highest possible standards and take all reasonable steps in relation to ethics, conduct, safety and welfare.

We view whistleblowing as positive, not just for the business, but for all those who may be potentially affected by improper and / or unlawful behaviour. The information that employees may uncover could prevent wrongdoing, which may damage our organisation's reputation and / or performance and could even save people from harm.

We encourage reporting of any legal or regulatory violations or any failure to comply with internal regulations, ethical standards and legislation. We also support anyone who notifies us of any other circumstances they believe are unacceptable.

### Who should you notify and how?

As a starting point, you should notify your Manpower Contact. This can also be for advice if you are not sure if your concern is in the public interest. As an alternative, you can contact a Manpower Manager. In the unlikely event you do not get any response or feedback, you are encouraged to inform the Manpower Human Resources Department. If you wish for your complaint to remain anonymous you should make this clear from the outset to the person with whom you are raising concerns.

Notification of concerns can be made verbally or in writing.

The complaint should be given or sent, in confidence, to your Manpower Contact or the Human Resources Department at the Head Office, Capital Court, 30 Windsor Street, Uxbridge UB8 1AB, or via the Escalate a Complaint process through the Manpower website.

### Protection of the whistleblower

Manpower strictly prohibits and will not tolerate any form of retaliation against anyone who, in good faith, reports an actual or apparent violation of the Company's Code of Business Conduct and Ethics, policies, or applicable laws, rules or regulations.

In the UK protection for whistleblowers is provided under the Public Interest Disclosure Act 1998 (PIDA) that protects employees and workers who 'blow the whistle' about wrongdoing. Anyone who reports wrongdoing and believes they are being treated unfairly as a result, should inform their Manpower Contact, a Manpower Manager or the Manpower Human

Resources Department.

Protection is extended even if, after investigation, the complaint is unfounded if the employee reasonably believed their complaint was legitimate and raised the concern in 'good faith'.

It is important to note that if you report your concern to the media, in most cases, you will lose your whistleblowing law rights. This may also occur where the allegation is found to have been made maliciously or in 'bad faith' - where the employee was aware the complaint was false and / or misleading. In such circumstances instigation of the company disciplinary procedure may become appropriate. Whistleblowing laws are different in Northern Ireland – [nidirect.gov](http://nidirect.gov) – whistleblowing.

#### Anonymity and confidentiality

Notification can be made anonymously; however, transparency and openness will usually ensure that a more thorough procedure and investigation can take place, often meaning the most effective outcome for all concerned. It is therefore preferable, though not obligatory, for you to share your name.

Where an anonymous disclosure occurs, the disclosure will be accepted and treated equally with those bearing a name. Anonymous claims, at times can be more difficult to investigate as there may be no way to seek further information during the investigation. However, this should not act as a barrier to making an anonymous disclosure if you feel that this is the best course of action for you. Your identity will not be revealed without express consent.

#### Follow-up after whistleblowing investigation

If it turns out that the criticism is unfounded or based on a misunderstanding, the whistleblower will be provided with a full and transparent explanation. If the concern is upheld, a full investigation will be instigated to identify lessons learned and to implement corrective action.

#### External Whistleblowing

Whilst Manpower has a clearly defined policy in place for whistleblowers to report concerns internally, we recognise in some circumstances you may wish to report your concerns to a legal representative, the Advisory, Conciliation and Arbitration Service (ACAS), a Member of Parliament or alternatively to certain prescribed external bodies.

An up to date list of prescribed persons or bodies you can make a disclosure to can be found here:

<https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies>

# Disciplinary Procedure

## 13.1 Purpose

Manpower has a disciplinary policy and procedure to ensure that all employees are treated in a fair and equitable manner in relation to unsatisfactory standards of performance and conduct (including breach of any of the terms and conditions of employment). It also aims to ensure that, where practical, matters are dealt with quickly and that employees are given every opportunity to improve.

In many cases it may not be necessary to resort to the formal disciplinary procedure and a review with advice, training and/or coaching may be a more satisfactory method of resolving problems than a disciplinary interview.

The disciplinary policy and procedure are guidelines only, may be varied from time to time, and do not form part of your contract of employment, except for the section related to gross misconduct and the Company's right to apply sanctions short of dismissal (e.g. demotion, transfer and/or suspension).

## 13.2 Principles of the procedure

- the procedure may be implemented at any stage if your alleged conduct or performance warrants such action
- you will have the right to be accompanied by another Manpower employee or trade union official at every stage of the disciplinary procedure except at any investigatory stage. The accompanying person has the right to speak at the disciplinary hearing but not to answer questions on behalf of the employee
- in all cases, before any disciplinary action is taken you will be invited to a disciplinary hearing and:
  - given written notice of the date, time and place of the meeting
  - be advised of the nature of the complaint against you
  - be given the opportunity to state your case in response to claims against you
- you must make all reasonable steps to attend, Failure to attend without good reason may be treated as misconduct in itself
- if you are unable to attend a disciplinary hearing due to sickness or injury or other legitimate reason, the meeting may be temporarily postponed, or alternative arrangements will be made
- if you fail to attend a disciplinary hearing without good reason, the hearing may go ahead in your absence.
- the hearing may be adjourned at any point
- when determining the disciplinary action to be taken, the Manpower hearing manager will consider what is reasonable in all the circumstances, the seriousness of the offence, your previous record, the penalty applied in similar circumstances and any mitigating circumstances
- you will not normally be dismissed for a first breach of discipline except in the case of gross misconduct or seriously unacceptable performance during a probationary period
- the decision taken at the disciplinary hearing will be confirmed to you in writing and you will have the right to appeal against any disciplinary penalty imposed
- if appropriate, following a disciplinary hearing, you will also be advised:
  - how long you have to reach the required level of conduct or performance
  - how you will be assisted to correct your behavior
  - what will happen if the required standard is not achieved, i.e. further disciplinary action or even dismissal.

## 13.3 Investigation and suspension

Before any disciplinary action is taken against you, Manpower will carry out a full investigation. The purpose of the investigation is to establish the facts, having taken into account any relevant documents or materials and may take statements from you and any available witnesses.

If a Client has requested that you be removed from an assignment or its premises due to misconduct, you may be unassigned or transferred to another assignment pending conclusion of any disciplinary process.

In exceptional circumstances, the Company reserves the right to suspend you from work with or without pay. In this event, suspension whilst the disciplinary procedure is being carried out is not a disciplinary sanction and does not imply that any decision has already been made about your case. If suspended, you will not be required to work for the period of the suspension and will be concluded as soon as is reasonably practicable under the circumstances. You will be provided with written confirmation advising that you are not to attend or visit Manpower (or Client) premises or make contact with other employees (except your designated representative) until the investigation and disciplinary process is completed. You will however be expected to be available during your normal working hours for any meetings, calls or to respond to any other form of communication

## 13.4 Stages within the disciplinary procedure

The stages within the disciplinary procedure are as follows:

- verbal warning (formally recorded)
- first written warning
- final written warning
- dismissal.

Before you receive any formal warnings, you will already have been made aware or ought reasonably to be aware of the standards required. Where appropriate, advice and/or training will be given. However, where the matter is or has become more serious the following procedure will be used.

Manpower may take any of the following measures, as it considers appropriate. The Manpower hearing manager will decide the most appropriate disciplinary sanction and if disciplinary action is taken the decision will be confirmed in writing, including the reasons for the disciplinary action taken and your right of appeal.

Manpower reserves the right to extend the length of a warning if the nature of the misconduct justifies it (in particular if the sanction imposed is an act of leniency or misconduct is similar to previous misconduct for which a previous warning was given).

Manpower reserves the right to rely on spent warnings where the misconduct is the same or substantially similar to that of an earlier offence where a previous warning was given, and it is fair and reasonable in all the circumstances for Manpower to rely upon it.

Manpower reserves the right to review your conduct prior to the expiry of a warning and if it has not sufficiently improved to extend the active period of the warning.

## 13.5 The procedure

The stages of the disciplinary procedure are as follows:

### Verbal Warning – valid for six months

If conduct or performance does not meet acceptable standards, or an infringement of rules is of a minor nature, a verbal warning will normally be given. A record of the verbal warning will be sent to you and a copy kept in your personnel file, but it will be spent after a specified period, which may be up to six months, subject to satisfactory conduct and performance.

Examples of conduct and performance that may warrant a verbal warning are:

- timekeeping
- unsatisfactory performance
- unacceptable appearance or personal presentation.

NB: This list is not exhaustive.

### Written Warning – valid for 12 months

In the case of more serious misconduct or underperformance or repeated failure to maintain the required standards a written warning may be given. It will state the improvements necessary to meet the required standards and the nature or likely disciplinary action to be taken if such standards are not achieved. A copy of the written warning and your right to appeal will be sent to you and a copy kept in your personnel file, but will be spent after the specified period, subject to satisfactory conduct and performance.

Examples of conduct or performance which may warrant a written warning are:

- failure to improve after a verbal warning
- a breach of Company procedure
- serious underperformance.

NB: This list is not exhaustive

### Final Written Warning – valid for 12 months

If there is still failure to improve such that conduct or performance is still unsatisfactory after a written warning, or if the misconduct or performance issue is sufficiently serious to warrant a final written warning but insufficiently serious to justify dismissal at this stage, a final written warning will normally be given. A copy of the final written warning and your right to appeal will be sent to you and a copy kept in your personnel file, but will be spent after 12 months, subject to satisfactory conduct and performance.

Examples of the conduct and performance that may warrant a final written warning are:

- repetition of an offence for which a warning has already been given
- damage to Company's premises or property caused by employees' negligence
- breach of safety rules
- failure to improve performance or attendance to required standards after previous warnings.

NB: This list is not exhaustive. [Dismissal](#)

If conduct or performance is still unsatisfactory and you still fail to reach the prescribed standards, or you are guilty of gross misconduct (see below) dismissal will normally result. If a disciplinary meeting results in dismissal, this decision will be confirmed to you in writing with the reason for the dismissal, when the dismissal will take effect, the period of notice (if any) and your right to appeal.

As an alternative to dismissal Manpower may consider a Final Written Warning together with such other sanction that may be appropriate such as demotion, which may be applied retrospectively where appropriate; and/or transfer to another assignment.

### 13.6 Offences during or outside work which may lead to prosecution

Where you commit (or are alleged to have committed) an offence whether inside or outside work which renders you liable to prosecution, Manpower reserves the right to end your assignment pending the outcome of any criminal proceedings, or may take action before a hearing takes place, depending on the circumstances of the matter. If your arrest results in a prolonged unauthorised absence from work (e.g. where you are remanded in custody) the Company may treat this as gross misconduct.

### 13.7 Disciplinary rules and gross misconduct

Certain types of misconduct are regarded as so serious as to warrant summary dismissal, regardless of previous record or service. Summary dismissal means dismissal without notice and without payment in lieu of notice.

The following are examples of offences, which may be classified as gross misconduct:

- dishonesty, whether at work or not, including the theft or attempted theft of cash, products or services from Manpower, its Clients, suppliers or other employees
- serious breach of a Manpower or Client procedure
- actions or performance which leads to Manpower's loss of trust and confidence in your ability to do their job
- actions which endanger Manpower's reputation with its Client(s) or the public, including, but not limited to, conviction of a criminal offence subject to a review of the circumstances of each case
- unauthorised use of, or wilful or reckless damage to, Manpower or its Client or other employee's premises or property
- unauthorised possession of Manpower or Client property or the property of other employees
- fraud or deliberate falsification of records, including particulars of job application and time sheets
- serious negligence or reckless behaviour
- serious breach of Manpower or its Client's health and/or safety regulations
- harassment or discrimination (e.g. on grounds of sex, sexual orientation, age, race, disability or sectarianism, but also including 'bullying')
- any act of physical violence, or threatening behaviour, during the course of duties or connected with Manpower or the Client in any way
- serious acts of insubordination, including insolence or failure to carry out instructions of Manpower's or its clients or disregard of duties or instruction
- breach of confidentiality
- incapability through alcohol or use of illegal substances
- possession of illegal drugs or illegal substances at work

- use of offensive or abusive language
- breach of security
- prolonged unauthorised absence from work
- horseplay or practical joking, which results in injury or exposes other employees of Manpower or its Clients to risk
- unauthorised copying or misuse of computer software (including email or the internet)
- where membership of a professional body is an essential qualification for work, failure to maintain membership after reminders or being struck off for professional misconduct
- if driving is an essential part of your job, loss of your driving licence following conviction (not including medical reasons)
- conviction of a criminal offence during your employment with Manpower (other than a road traffic offence for which a non-custodial penalty is imposed).

For Manpower driving assignments additional examples of gross misconduct include:

- deliberate falsification of the statutory record of hours
- non-observance of the driver's hours regulations
- failure to notify your Manpower manager of any material changes to your driving licence, such as endorsements or convictions
- failure to notify your Manpower manager of changes in health which could affect your ability to drive.

NB: This list is not exhaustive.

In cases of gross misconduct where there is reasonable suspicion of a criminal offence the Company will evaluate each case and may, at its discretion, instigate a prosecution. It will, where applicable, assist the police fully in their investigation and any subsequent prosecution. There are different standards of proof for criminal and employment law. The Company reserves the right to terminate employment pending any prosecution where appropriate.

An employee accused or suspected of an act of gross misconduct may have their assignment ended whilst the Company investigates the alleged offence and conducts any disciplinary proceedings.

### 13.8 Appeals

If you wish to appeal against a disciplinary decision, you must submit your appeal in writing within seven calendar days of being notified in writing of the decision. The basis of appeal should be specified and will normally be one or more of the following grounds:

- the penalty applied is too harsh
- there is new evidence to be considered
- the disciplinary procedure has been carried out unfairly.

A member of Manpower management who has not previously been involved in the matter will hear the appeal. At the final written warning or dismissal stages a decision will normally be made after consultation with a Human Resources representative.

You have the right to appeal against any level of disciplinary action taken.

- the appeal will be held as soon as is practicable
- the appeal will be treated as an unprejudiced hearing, with the aim of investigating inconsistencies in all parties' views and giving, fair consideration to all available facts.

# Grievances

## 14.1 Grievance procedure

Manpower aims to resolve an individual's grievance fairly, promptly and at the earliest possible stage whilst maintaining constructive working relationships. Manpower always aims to prevent grievances or disputes arising by encouraging a relationship between Manpower Contacts and employees that allows the full discussion of any problem the moment it arises. Your Manpower Contact will make every effort to give you full and correct answers to any problems and it is always to Manpower and not the Client that you should refer your grievance.

This procedure applies to all temporary employees and anyone, irrespective of length of service or position, who wishes to use the procedure can do so freely and without prejudice to their position within Manpower. You should however be aware that malicious or reckless abuse of the procedure to raise unfounded complaints or allegations will be viewed seriously and may lead to disciplinary action.

In the case of a grievance that directly involves your Manpower Contact or anyone in your direct chain of management, particularly if allegations of harassment or discrimination on grounds of race, sex, sexual orientation, age, disability or religious belief, or victimisation, are involved, you may contact the Human Resources Department at Head Office, Capital Court, 30 Windsor Street, Uxbridge UB8 1AB.

You may also want to refer to the Harassment section of this Handbook.

Throughout any stage of the grievance procedure, you have the right to be accompanied by another Manpower employee or trade union official of your choice.

### Stage 1 – Informal Procedure

If you have a grievance related to your employment you should discuss the matter informally with your Manpower Contact as generally grievances can be resolved quickly in this manner.

If matters cannot be resolved informally the procedure set out below should be followed. This procedure provides guidelines only and does not form part of your contract of employment.

### Stage 2 – Grievance submission and Meeting

If you do not consider the grievance has been satisfactorily resolved after discussing the matter informally, you should submit the matter in writing to your Manpower manager. You should include any relevant facts, dates and names of individuals involved. A formal grievance meeting will be arranged which you must make all reasonable steps to attend and you may be asked to clarify matters prior to this meeting. Following this meeting the Manpower manager will carry out any further investigation required, which may involve interviewing witnesses and will confirm the outcome in writing within a timescale that will be notified to you at the grievance meeting and will include details of your right of appeal.

### Stage 3 - Appeal

If the grievance is not resolved at stage 2, you have the right of appeal and may refer the matter areas directed within five working days of receipt of the stage 2 decision.

A Manpower manager who has not previously been involved will then be asked to hear your appeal. A written decision will be sent to you by the manager hearing the appeal. This decision is final and there is no further right of appeal.

## 14.2 Union involvement

In addition, you are fully entitled to use any approved union grievance procedure provided you are a member of a trade union with which Manpower has an agreement.

## 14.3 Statutory grievance procedure

The Company's grievance procedure will always be applied in accordance with any statutory minimum standards that exist from time to time.

# Harassment

## 15.1 Harassment policy

Manpower deplores all forms of harassment, including sexual harassment and harassment from third parties whilst at work (such as a client, service user, contractor or visitor) and seeks to ensure that the working environment is sympathetic to its employees. We will always investigate any complaint of harassment immediately, sensitively and without prejudice and we encourage our employees to speak to their Manpower Contact immediately in the event of a problem of this nature. The following procedure covers types of behaviour that are unacceptable and provides employees who believe they are the victims of harassment with a means of redress. Implementation of the policy is the duty of all managers.

Harassment is unwanted behaviour that violates an employee's dignity or creates an offensive, humiliating, hostile or degrading environment and is related to a protected characteristic: age, disability, gender reassignment, race, religion or belief, sex and sexual orientation. Such harassment is unlawful, and the harasser as well as the company may be held liable and be required to pay damages. Intentional harassment is also a criminal offence punishable by imprisonment or a fine.

## 15.2 Examples of harassment

Harassment takes many forms, from relatively mild 'banter' to abuse or actual physical violence. Employees may not always realise that their behaviour constitutes harassment, but they must recognise that what is acceptable to one person may not be acceptable to another.

Any employee who harasses any other employee will be subject to the Company's disciplinary procedure. This includes harassment in work situations, during a work-related social event with colleagues, against a colleague outside a work situation, or against anyone outside of a work situation where the incident relates to their suitability to carry out their role. In serious cases, such behaviour may be gross misconduct and as such may result in summary dismissal.

Examples of harassment include:

- insensitive jokes and pranks
- lewd or insensitive comments, banter or mimicry about appearance or disability or customs.
- abusive, threatening or insulting words and behaviour
- displays of abusive writing and pictures or racially or sexually offensive material, e.g. pin-ups
- requests for sexual favours
- speculation about a person's private life or sexual activities
- deliberate exclusion from conversations
- unnecessary body contact
- threatened or actual violence, whether sexual or otherwise
- actual or threatened dismissal, loss of promotion, etc. for refusal of sexual favours
- actual or threatened dismissal, loss of promotion, etc. due to sex, sexual orientation, age, race, religion or belief, gender reassignment or disability.

These examples are not exhaustive and can include spoken words, written words, imagery, posts or contact on social media and gestures. Some items are obvious examples of gross misconduct likely to lead to summary dismissal, but other items may also constitute gross misconduct depending on the circumstances of the case in question.

All new employees will be informed of the Company's policy towards harassment, and it will be stressed that all complaints of harassment of any kind will be treated very seriously. Manpower expects all managers to ensure that this policy is adhered to at all times.

The Company recognises the sensitive nature of complaints of harassment, particularly sexual, sexual orientation, racial or religious harassment. Any employee who wishes to discuss such a complaint in confidence and who does not wish to first approach their Manpower Contact may contact a Senior manager.

## 15.3 Informal remedy

Employees who are victims of harassment are advised to make it clear to their harasser(s) that the behaviour is unacceptable and must stop. If an employee is unable to do this verbally then a written request explaining the distress that the behaviour is causing given to the harasser(s) may be an effective alternative. An employee who believes he or she is being harassed may wish to consult a manager before taking such action, but this is by no means obligatory.

## 15.4 Formal procedure

Where informal methods fail, or serious harassment occurs, or if the employee feels uncomfortable about approaching the harasser(s) directly in any form, the employee may choose to bring a formal complaint.

This section sets out guidelines on the procedure the Company should follow concerning a complaint of harassment.

**15.4.1** The complaint should be made in writing and, where possible, state:

- the name of the alleged harasser
- the nature of the harassment
- dates and times when harassment occurred
- names of any witnesses to any incidents of harassment
- any action already taken by the complainant to stop the harassment.

The complaint should be given or sent, in confidence, to your Manpower Contact or the Human Resources Department at the Corporate Centre, Capital Court, 30 Windsor Street, Uxbridge UB8 1AB.

**15.4.2** Once a complaint of harassment has been received, Manpower will consider whether action is required to separate the alleged harasser from the complainant and how this may be achieved. If required, this will usually involve temporary transfer of the alleged harasser to another department, or suspension until the complaint has been resolved.

**15.4.3** A Manpower manager must deal with allegations of harassment of any type. The Manpower manager handling the complaint will carry out a thorough investigation as quickly as possible, maintaining confidentiality at all times. All employees involved in the investigation are expected to respect the need for confidentiality; failure to do so will itself be considered a disciplinary offence.

**15.4.4** Copies of statements made by witnesses may be made available to the alleged harasser and the complainant. Witnesses will be encouraged to appear at the complaint hearing if requested by either party. It is acknowledged that some witnesses may be reluctant to do so. In these circumstances the manager will, if necessary, adjourn the hearing to ask supplementary questions of witnesses in private.

**15.4.5** The complainant may, if he or she wishes, be supported throughout the procedure and hearing by a colleague or a union representative of his or her choice or may request that an impartial manager provide such support. The nature of our business and the resulting geographical fragmentation means that practicality and the need for timely action must be taken into account in this regard, and indeed throughout the process.

**15.4.6** The employee accused of harassment will also have the right to be accompanied by a colleague or a union representative at the hearing. Where the manager concludes that harassment has taken place, he or she will ensure that the alleged harasser has every opportunity to defend or explain his or her actions, in accordance with the Company's disciplinary procedure.

**15.4.7** The severity of the penalty imposed upon an employee guilty of harassment will be consistent with those detailed in the disciplinary procedure (e.g. serious harassment may be treated as gross misconduct and would normally result in summary dismissal).

Where a lesser penalty is appropriate (e.g. a written warning) this may be coupled with action to ensure that the victim is able to continue working without embarrassment or anxiety. After discussion with the victim, the manager may order a transfer of the harasser to a different work area or arrange the amendment of working practices to minimise contact between the two employees. If the victim so wishes, his or her own transfer will be arranged, subject to practical limitations.

The result of the hearing should be confirmed in writing to both employees. Where a complaint is upheld, details of the action taken to address the complaint and steps taken to prevent a similar event in future may be provided to the complainant.

**15.4.8** If the complainant is not satisfied about the way his or her complaint had been handled, he or she may ask for it to be reconsidered by a Senior manager who has not previously been involved. Requests for reconsideration of the complaint should be made within five working days of the outcome of the first hearing. The decision of this second hearing will be made known to both parties and will be final.

**15.4.9** An employee who receives a warning or is dismissed for any form of harassment may appeal against the penalty in accordance with the Company's disciplinary appeals procedure.

**15.4.10** An employee may bring a genuine complaint free from repercussion or detriment. However, if the complaint is untrue and has been brought in bad faith (e.g. through malicious intent), disciplinary action may be taken against the complainant. The Company's harassment policy and procedure set out under this section do not form part of your Contract of Employment and are intended as guidelines only.

# Health and Safety

## 16.6.1 Compliance

Please read this section carefully and make sure that you fully understand it and the arrangements for seeing that it is effectively implemented.

You are required to comply fully with this section at all times and with all relevant Health and Safety legislation, whether working in a Manpower office or on the premises of a Client. Rules about other Health and Safety issues will be made known to you from time to time, as they become relevant to your assignment. You will also be required to follow any health and safety procedures of the Client with whom you are working.

Remember that compliance with safety rules is in your own interest, as well as that of people who may be affected by your actions. Serious breaches of health and safety procedures will be regarded as gross misconduct under Manpower's disciplinary policy.

If you have any doubts or feel you need further guidance, do not hesitate to seek the help of your Manpower Contact or the Client's Health and Safety representative.

## 16.2 Manpower Health and Safety statement

It is Manpower's policy to take all reasonably practicable steps to ensure the health, safety and welfare of its employees whilst at work, and to ensure that persons not in its employment, who may thereby be affected, are also not exposed to risks to their Health and Safety.

To enable us to meet our responsibility for Health and Safety at work it is the duty of every Manpower employee to cooperate with us and our Clients in every respect pertaining to Health and Safety at work.

It is the duty of all employees to conform to the Company's policy and procedures and to accept and carry out their responsibilities.

This policy extends to:

- the prevention of all injuries and damage to health
- the promotion of occupational health and hygiene
- the control of all risks that may cause damage to property or equipment
- the investigation of 'near miss' incidents
- fire prevention and fire control.

All employees with specific responsibilities for Health and Safety must ensure that these responsibilities are adequately delegated in their absence.

Statutory obligations are to be complied with at all times, but this in itself is not enough. All employees must contribute towards maintaining the safety of work areas. All systems of work must be regularly reviewed to ensure that these do not give rise to any significant risk.

Specific arrangements and procedures will be notified to employees as appropriate, e.g. for the reporting of accidents, emergency evacuation.

The Manpower Board of Directors gives full backing to this statement and will support everyone responsible for its implementation.

**Signed:** Damian Whitham, Commercial Director

**Dated:** February 2020

The following is a condensed version of Manpower UK Limited's Health & Safety Procedures, full details are available from your Manpower Contact.

## 16.3 Manpower general policy

The general policy with respect to health and safety at work, and the arrangements for carrying out the policy shall be brought to the notice of Manpower employees via a number of methods including but not limited to the company intranet, employee Handbooks and specified training.

The policy is subject to periodic review by Human Resources and shall be revised in line with changes in the Company and/or any applicable legislation.

Any employee who wishes to raise a matter concerning Health and Safety should first contact their Manpower Contact.

## 16.4 General rules for employees

1. at the beginning of each assignment, you must familiarise yourself with, and conform to, the Client's Health and Safety Procedures, undergoing training where necessary
2. at all times, you must comply with all instructions given by the Client's Safety Officer and others with a responsibility for Health and Safety
3. you must obey the Client's safety rules at all times, and take reasonable care for your own safety
4. you must not take any action where you work, which might endanger the Health and Safety of yourself or any other person
5. where required by legislation, or by the Client, you will be supplied with and must wear/use appropriate safety clothing or equipment
6. all accidents, damage, unsafe practices and unsafe workplaces must be reported without delay to both the appropriate Client representative and your Manpower Contact, whether people are injured or not
7. you must bring to the Company's attention any health condition that you believe may have been caused or aggravated by a work activity
8. you must report any health condition that you have, or that you develop, (whether or not it is work-related) that may put you at particular risk from a work activity
9. you should be aware of the dangers which may arise from excessive working hours, and the importance of adequate rest breaks. You must bring to the attention of your Manpower Contact any requests to work excessive hours or if inadequate rest breaks are provided.

## 16.5 Work arrangements

Before beginning your first assignment you will be briefed on the Company's Health and Safety Policy and your personal responsibilities, by your Manpower Contact.

You will be given the name of the Client's Safety Officer, or the person responsible for briefing you on Health and Safety, at the start of each assignment.

Before each assignment, you will be advised by your Manpower Contact and a Client representative of known Health and Safety rules relating to the work you will be doing.

Manpower recognises its responsibility to ensure your safety, and to ensure that you are not asked to do work exposing you to unacceptable risk. You should also assess risks to your own health and safety and immediately stop any work activity that you believe to present a significant risk and must report this to the designated Client representative responsible for safety matters and your Manpower Contact.

## 16.6 Personal Protective Equipment (PPE)

Where protective clothing or safety equipment is required, you will be advised accordingly, and supplies will be made available for your use. Information on the correct handling, storage, maintenance, replacement and use of this equipment will be made available before or at the start of the assignment.

- 16.6.1 the items provided are for use on your assignment
- 16.6.2 you must wear/use all PPE at all times when working on assignment and in line with the client Health and Safety Policy
- 16.6.3 items provided are your responsibility and you must keep them in good condition
- 16.6.4 you must use all items of PPE in line with Manufacturer's instructions; if you are unclear you must seek clarification from Manpower and/or the Client
- 16.6.5 in the event that your assignment comes to an end you must return all items provided to you
- 16.6.6 in the event that you do not return items when requested to do so, or that items are damaged due to improper use or care, the cost of replacing items will be deducted from your pay.

## 16.7 Accident reporting

In cases of accident or injury, or a near miss that could have resulted in an accident, you must notify both the Client representative and your Manpower Contact immediately. Accident or injury details will need to be confirmed in writing and entered in Manpower's accident recording system.

The following information should be noted:

- a. your personal details
- b. time, date and location of the accident or injury
- c. what you were doing at the time of the accident
- d. description of the injury and how it occurred
- e. details of treatment
- f. details of witnesses to the accident or injury.

In the event of an injury, disease or dangerous occurrence, the Manpower Contact is responsible for ensuring that Manpower Corporate Services are informed.

## 16.8 Fire Prevention and Evacuation

You must ensure you are aware of and comply with the fire and emergency procedures that apply at your place or work and take part in all drills organised by Manpower and/or the Client.

You must ensure you do not cause any obstruction at any time to any staircases, passages, walkways, entrances and exits and do not cause any fire escape to be unavailable for use.

At the start of each assignment, you should familiarise yourself with how to raise the fire alarm, the fire evacuation procedure and the location of fire extinguishers and fire exits.

## 16.9 Safety in manual handling operations

Our policy is intended to reduce the risk of manual handling injuries and to provide guidance on the measures that should be taken to ensure safe lifting and carrying at work.

Where an assessment of any manual handling activities has been carried out by a competent person; risks that are identified will be reduced to the lowest level reasonably practicable.

Staff must ensure that they comply with the following requirements:

- a. report to your Manpower Contact any (health) conditions that may be detrimentally affected by the manual handling activity. These will be treated in confidence.
- b. comply with all instructions and training provided in safe manual handling activities
- c. never put your own health and safety at risk when carrying out manual handling activities
- d. use equipment that has been provided to minimise manual handling activities
- e. report any problems relating to the activity to your Manpower Contact and the Client's Health and Safety representative
- f. if you become pregnant during your employment with Manpower it is important to let your Manpower Contact know, so that they can liaise with the Client to ensure that a Risk Assessment can be carried out of your work and potential hazards identified.

## 16.10 Safe use of display screen equipment

It is the policy of the Company to take all reasonable steps to secure the Health and Safety of employees who work with display screen equipment (also known as 'DSE', visual display units or 'VDUs'). Since Health and Safety hazards may arise from inappropriate use of this equipment, it is our objective to ensure that any risks are reduced to a minimum.

Where an assessment of the workstation has been carried out by a competent person, risks that are identified will be reduced to the lowest level reasonably practicable.

Where a problem arises in the use of display screen equipment you must always inform both Manpower and the Client's Health and Safety Representative immediately.

## 16.11 DSE and eyes (DSE)

Manpower employees are eligible for an eyesight test paid for by Manpower, where the use of a DSE forms part of your job role. If as a result of the eye test, corrective lenses are prescribed specifically for VDU work, Manpower will contribute towards the cost of the necessary eyewear.

See section 7.5 of this Handbook for details of how to access this benefit.

## 16.12 Young Workers

Additional Health and Safety guidelines apply to duties that young people under the age of 18 can undertake. These restrictions include:

- work where the young person does not have the required experience or maturity
- work that is beyond their physical or psychological capacity
- work that involves harmful exposure to toxic substances or radiation
- work that involves risk to accidents that cannot reasonably be recognised or avoided by young people
- work that has a risk to health from extreme cold, heat, noise or vibration.

A risk assessment should be carried out to assess these and any other risks for young people.

## 16.13 Safe driving guidance

This guidance is for drivers of Manpower leased cars, and privately-owned vehicles, driving in the course of day to day business on behalf of Manpower or its Clients, and Client-fleet vehicles provided by Manpower.

Additional restrictions may apply for roles in the Driving and Logistics Sector. Please refer to the Manpower Driving and Logistics Handbook for further information.

The guidance addresses the following areas and sets out your responsibilities:

#### Vehicle usage

- carry out pre-use checks (lights, brakes, wipers, tyres etc)
- ensure your vehicle is regularly serviced (e.g. every 10,000 miles or in accordance with vehicle Handbook)
- ensure seat and head restraint are adjusted correctly before you drive.

#### Driver

- during assignments your licence, and any additional certificates/licences must be available to be checked quarterly, along with valid business insurance (as required)
- prescription medication that may affect driving ability to be declared to your Manpower Contact
- any 'DVLA notifiable medical condition' to be declared to your Manpower Contact.

#### Daily driving (hours)

- recommended driving period of 2 1/2 hours before a 15-minute rest period should be taken
- rest periods from driving to be taken with due consideration for the driving conditions e.g. poor weather, early morning/late night driving
- car journeys not to be started without due consideration in the event of being jet lagged or otherwise tired.

#### Accidents

Any serious motoring accident involving a Manpower employee (whether using their own or a Manpower or Client provided vehicle) driving on Manpower or Client related business, may be rigorously investigated by the Health and Safety Executive (HSE) in the same manner as a workplace accident. It is therefore essential that all employees driving on Manpower business ensure that:

- the car is in a roadworthy condition
- they hold the correct and current insurance cover
- they follow any risk assessment written for the task they are performing
- they ensure that they do not drive for excessive periods without rest
- all driving accidents whilst at work must be notified to both your Manpower Contact and the Client's Health and Safety Representative immediately.

#### Hands-free communication

- using hand-held phones whilst driving is illegal. Be aware that even with a hands-free system receiving or making calls
- can be distracting.

Always follow the advice in the Highway Code.

# Manpower Staff Privacy Policy

The following is a copy of Manpower's UK Privacy Policy. This version applies to all employees in the UK, referenced as "Staff" in this policy.

This Staff Privacy Policy ("Policy") explains how the Manpower Inc. subsidiary or affiliate that employs you in the country listed above (the "Company" or "we") processes, transfers and protects the personal data of its staff members in compliance with local law including the EU's General Data Protection Regulation 2016/679 ("GDPR"). "Staff members" refers to all our headquarters and country-based staff employees, who are individuals employed by the Company and who work directly for the Company and not directly with a Company Client. Personal data means any information relating to an identified or identifiable natural person. Depending on the country in which you work, additional policies addressing specific local laws, regulations or guidelines may apply and supplement this Policy.

## 17.1 Principles relating to processing of personal data

GDPR lays down rules relating to the protection of natural persons with regard to the processing of personal data and rules relating to the free movement of personal data. It protects fundamental rights and freedoms of natural persons and in particular their right to the protection of personal data. Your personal data is collected only to the extent it is compatible with the purposes described in the following paragraph and their processing of your data by the Company will be based on principles of fairness, lawfulness and transparency.

## 17.2 Types of staff personal data covered by this policy

At the beginning of your employment and during the course of your employment as a staff member with the Company, we process certain personal data relating to you, including your name, gender, date and place of birth, nationality, contact details, job title, employment identification number, salary and benefits information, employment history, job performance information, information regarding your use of Company resources, and administrative information such as national identification number, bank account number, tax-related information (which may include marital status and number of dependents) and travel reimbursement information.

The Company also collects personal data by automated means (for example, log-files, IP address and navigation history) when you log on to the Company's information network and use its IT resources. Subject to legal restrictions, this data may be used to monitor our IT resources and for the maintenance and security of the Company's information network. In addition, we use your identification data (for example, name, title and login/password) to enable you to access the Company's IT resources and applications, such as the intranet, our email systems and desktops/laptops.

Certain categories of staff personal data are considered sensitive and are subject to higher legal standards of data protection and security. The Company collects your sensitive personal data in exceptional circumstances only, when it needs to process such data to exercise its HR functions or to comply with legal obligations. Such information will be processed in accordance with applicable law.

## 17.3 Purposes for which staff personal data are used

Staff personal data are collected and used only for business and human resources management purposes, including, but not limited to:

1. personnel search and selection (internal recruitment);
2. administration of compensation and benefit programs;
3. payroll and payment of taxes and social charges to the appropriate authorities;
4. training; performance analysis and management;
5. succession planning;
6. general employment and management functions, such as performing disciplinary investigations and actions;
7. union relations;
8. facilitating business transactions; facilitating financial audits and other compliance audits;
9. accessing and securing Company facilities, equipment and information technology networks;
10. safeguarding Company confidential information and protecting the Company, its staff and the public
11. against injury, theft, legal liability, fraud, disputes, abuse or other misconduct;
12. complying with legal requirements
13. surveys.

Purposes per above list	Grounds for Processing
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13	Processing is necessary for the performance of your employment contract.
11	Processing is necessary to comply with legal obligations to which the data controller is subject.
12	We process data provided under point 12 on the basis of our legitimate interest. Whenever we process data for these purposes, we will ensure that we keep your rights in high regard and take account of these rights. If you have any queries on legitimate interest, please reach out to your local support team at <a href="mailto:dataprivacy@manpower.co.uk">dataprivacy@manpower.co.uk</a> .

#### 17.4 For non EEA staff:

All processing will be carried out in compliance with local law.

If the Company intends to use staff personal data for purposes other than those listed above, it will inform its staff members accordingly in compliance with applicable legal requirements.

#### 17.5 Protection of your personal data

The Company protects your personal data by applying reasonable and appropriate technical, physical and organisational measures to keep your personal data confidential and prevent unauthorised access, destruction, loss, alteration, misuse or any other unlawful form of processing of the personal data in its possession. The Company uses a variety of security measures to secure staff personal data, ranging from measures that are administrative (such as internal policies and guidelines, authorisation protocols and audits); technical (such as using passwords to protect documents and workstations, encrypting certain connections with third party service providers and backing up data provided to external service providers); and physical (such as locking hard copy files in cabinets, locking archives and limiting access to servers) in nature.

#### 17.6 Data retention

The Company will keep your personal data for the duration of your employment relationship with us, plus a period thereafter, taking into account applicable statute of limitation periods and records retention requirements under applicable law, including the period that is necessary for the establishment, exercise or defense of legal claims. Subject to applicable law, we will retain your personal data as required by the company to meet our business and compliance obligations, for example, to comply with our tax, social security and accounting obligations.

#### 17.7 Your rights under GDPR (inside the EEA)

Articles 15-22 of GDPR identifies in distinct rights that the data subject can exercise against a data controller. The data subject rights as contained in GDPR are more particularly set out below:

<b>Right not to be subject of automated individual decision-making</b>	The data subject has the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning the data subject or similarly significantly affects him or her.
<b>Right to lodge a complaint with a supervisory authority</b>	The data subject has the right to lodge a complaint with a supervisory authority.

If the treatment is based on consent, pursuant to art. 7 of EU 2016/679 Regulation, the data subject may revoke any consent given at any time, without prejudice to the lawfulness of the processing performed before the revocation.

## 17.8 Your rights under local law (outside the EEA)

You have the right to access and review personal data relating to you, as well as the right to have inaccurate or incomplete personal data corrected or amended or to have data deleted or blocked in accordance with applicable law. Following your request for access, rectification or deletion of your personal data, the Company will respond to your inquiry in accordance with applicable law. At any time, you may object on compelling legitimate grounds relating to your particular situation to the processing of your personal data by the Company, except when otherwise provided by applicable law. To exercise any of these rights, please contact your local Data Privacy Officer (DPO), as indicated under the How to Contact section below.

## 17.9 Disclosure of staff personal data

The Company will disclose staff personal data to Manpower business partners such as vendors, suppliers and other contractors (including benefit providers, payroll companies, insurance companies and information technology consultants) that provide services to the Company, to the extent these services require processing staff personal data. These vendors, suppliers and other contractors may be located in the European Economic Area or elsewhere. When staff personal data are provided to or accessed by third-party service providers, the Company will require such parties to: (a) use staff personal data only for the assigned purposes, and only as directed by the Company; (b) have in place adequate and appropriate technical and organisational security measures; (c) refrain from any unauthorised further disclosures of staff personal data.

The Company also will disclose your personal data to affiliates of the Company or other companies within Manpower in connection with Manpower's business operations. In connection with such disclosures, the Company will take all necessary steps, in accordance with applicable data protection laws, to ensure that your personal data is adequately protected.

Subject to applicable law, the Company may disclose staff personal data to third parties other than those mentioned in the previous paragraph in the following circumstances:

- in the context of a sale or transfer involving all or a portion of the Company's business or assets (including in the event of a reorganisation, dissolution or liquidation);
- in response to requests by government agencies, such as law enforcement agencies;
- if we are required to do so by law, regulation or legal process (such as a court order or subpoena);
- when the Company believes disclosure is necessary or appropriate to prevent physical harm or financial loss; or
- as part of an investigation of suspected or actual illegal activity.

## 17.10 International data transfers

As the Company is part of an international group of companies operating globally, it may need to process staff personal data in countries other than the country in which staff members are employed. The laws of these other countries may not always offer the same level of data protection as the laws of the country in which an individual staff member is employed. For instance, personal data relating to you may be transferred to Company affiliates outside of the European Economic Area, including those located in the United States, for processing consistent with the purposes described in this Policy.

The Company has implemented systems to protect the confidentiality of personal data and the Company will take measures, in accordance with applicable data protection laws, to ensure that staff personal data transferred to other countries are adequately protected.

## How to Contact Us

If you would like to:

- a. obtain more information on how we process your personal data;
- b. exercise your right to access, rectify, block or delete personal data relating to you; or ask questions or, comment or express concerns about our privacy practices.

Please contact your local Data Privacy Officer at [dataprivacy@manpower.co.uk](mailto:dataprivacy@manpower.co.uk)

# IT and Social Media Acceptable Use

## 18.1 Introduction

All Manpower employees are required to adhere to the following policies and rules, which are in place to protect the interests of our employees, contractors, the organisation, clients and client employees.

These policies should be read in conjunction with the following, which can be found in this Handbook, or provided by your Manpower Contact:

- Dignity at work policy
- IT acceptable use policy
- Equal opportunities policy
- Data privacy policy
- Harassment policy.

Any confidentiality agreements that you have agreed in accordance with your employment or engagement with us.

On assignments, you must ensure you are aware of any policies or rules that the Client has in place regarding computer usage and the use of email, the internet and social media and comply with these, at all times. Failure to follow Manpower's or the Client's policies or a contravention of these rules may lead to disciplinary action up to and including dismissal.

Manpower reserves the right to amend or replace these policies at its sole discretion and without prior notice

## 18.2 Computer equipment

The Client's computer equipment and systems (hardware and software) ("the Equipment") must only be accessed and operated specifically by those authorised to do so. Unauthorised use of the Equipment, failure to comply with the policy, or in any way tampering with the Equipment will be regarded as gross misconduct and may lead to dismissal and possible criminal prosecution under the Computer Misuse Act 1990, even if no damage results.

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

When using equipment, you must not:

- introduce or knowingly or recklessly transmit or distribute any bug, virus or other infection;
- corrupt any data held within the Equipment;
- tamper with or damage or do any act or thing which may in any way affect the output or performance of the Equipment;
- use the Equipment to send, receive, distribute or store any material that is (in the view of Manpower or the Client) offensive, abusive, indecent, obscene, sexually explicit, pornographic or menacing;
- disclose to any other person any confidential information which may be stored on the equipment or disclose any passwords to or allow access to your computer by any other person;
- use the Equipment for playing games or any other purpose other than legitimate work of the Client (other than reasonable personal use of e-mail and Internet access as set out above);
- use any external storage device or software on the Equipment other than those owned or leased by the Client
- leave your computer unlocked during or at the end of your working day, so that it may be accessible by other individuals; and
- enter into contracts etc. in breach of this policy.

You must contact the end-user or Clients IT department immediately if you receive a virus-warning message.

## 18.3 Internet and e-mail acceptable use policy

This policy applies to all electronic communications sent by Manpower employees, whether internally to other employees of Manpower, a Client or externally via the Internet or any public network, whether provided or received. It also applies to all use of the Internet made by temporary employees

This policy applies to the receipt or provision of information electronically by a temporary employee in any form, whether through correspondence with an individual or through publicly accessible sources. The following are prohibited when using access accounts provided by Manpower or a Client or when identifying yourself as associated with Manpower using an individually acquired access account:

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

You must obey all intellectual property and copyright law. Any questions that you may have concerning compliance should be directed to Manpower. Although material may be available for "free" on the Internet, you do not have the legal right to copy it or download it to your computer. Merely accessing the material may be a breach of copyright. You must always obtain the copyright holder's written permission before downloading or copying from the Internet or other public computer system.

Do not transmit proprietary or confidential or secret materials or information of Manpower or the Client over any public computer system (which includes via e-mail) unless it is properly encrypted, and you have the authority to do so. It is your responsibility to check with the Client that accessing the Internet or sending e-mail is allowed for reasonable personal use when using the Client provided access accounts or the Equipment. Any excessive personal use of the Equipment or internet or email access may lead to disciplinary action. You should also be aware that the Client's computer networks, and the messages and information stored in or exchanged through them are the property of the Client.

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

#### 18.4 Social media policy

This policy covers both personal and professional use of social media. Social media for the purposes of this policy applies to anything you do online, such as posting comments, videos, pictures, photos on forums or blogging sites, and including but not limited to: YouTube, LinkedIn, Facebook, Twitter, Instagram, Snapchat and WhatsApp.

Participation in social media that adversely affects your job performance, the performance of other Manpower or Client employees or workers, legitimate business interests, or the interests of Clients may lead to disciplinary action up to and including dismissal or termination of your contract.

Access to social media sites at Manpower offices and locations is permitted at the discretion of the company for business related purposes and Manpower reserves the right to revoke this access at any time. When working on site at Client locations, you must adhere to the individual client's IT access and social media policies, in addition to Manpower policies. Use of social media in the workplace is permitted so long as it does not interfere with job performance, consume significant resources or interfere with the activities of other colleagues. This applies whether accessing through company networks or your own personal network, via a company device or a personal device.

Social networks blur the lines between public and private, personal and professional. By identifying yourself as a Manpower employee, you are creating perceptions about the company. You can of course express your own opinion, but you must make clear on your profile that the opinion is yours and not the Company's.

It is imperative to treat people with respect and avoid speaking negatively about other people or organisations. Extreme care must be taken, and no content should be posted that amounts to, or could be perceived as: discriminatory; defamatory or libellous; victimisation, bullying or harassment; adult content; invasion of privacy or breach of the Data Protection Act.

When posting any information regarding other individuals, colleagues or otherwise, be that team pictures, social events etc., permission should be obtained from all parties prior to the photos being uploaded. Where an individual does not want to be identified, their request for privacy should be respected. Even if a post or image is removed from social media relatively quickly, others could have seen it and it can still be recorded as a screen shot.

Please ensure that your privacy settings are set accordingly, given that colleagues, clients and acquaintances will be privy to your postings, likes and dislikes. Do not speak on behalf of the Company or Client or assume the role of a spokesperson. If you receive media/press enquiries from journalists relating to Manpower or its Clients, please do not comment, and notify your Manpower Contact.

Comments should not be made in response to negative or offensive statements on the Company's behalf and should instead be referred to your Manpower Contact.

Before posting a third party's copyrighted content (images, videos, articles), trademarks, service marks or other intellectual property, appropriate permission should have been obtained. Quotes and images should be attributed to the original author/publisher.

The need to maintain Client confidentiality applies to social media as to any other external communication method. Do not post confidential Client information (name and/or other details) that could identify that Client, the nature of the work being performed or any other Client information that is not publicly known. If you do not know whether information is confidential, consult your Manpower Contact in the first instance.

It is not permitted to create new websites, blogs, social media accounts or online groups/ forums/ communities on behalf of Manpower (or any of our brands, subsidiaries, departments/divisions or office/branch locations). The use of Manpower logos (or logos of any brand or subsidiary) is not permitted on social media except where expressly allowed. Social media sites are a good way to share thoughts, but there are sometimes more appropriate channels, particularly if you are unhappy with something at work. If you have an issue with a colleague, manager, or something the Company has done, then internal channels should be used, such as your Manpower Contact, the HR department, or by following the relevant policy.

It is imperative to be mindful when sharing personal and sensitive personal data via social media that privacy settings should be explicit, and you are aware of the privacy settings that the receiver of the data has also set. It is possible to breach an individual's privacy by document sharing with colleagues, when using social media; this is not just related to hard copy information or sharing data via email. It is important to consider if sharing via a particular site is the most appropriate way of personal data being shared.

Please share data with care and consider before sending if you would wish your personal data to be shared in the way that you are contemplating sharing it with others.

Manpower reserves the right to monitor and audit access and content posted to and consumed on social media sites through its IT network. We monitor all social media for any mention of our company, brands, services, or inappropriate comments about our customers, employees and managers. We will investigate any inappropriate behaviour and any breach of this policy may result in us taking disciplinary action against you. Any inappropriate posts made by you may be accessed, and copies taken. These may be used in any internal proceedings, including disciplinary proceedings, and/or legal action.

Please be aware that this policy applies to use of social media both in and outside of the workplace, therefore even if you access social media sites in your own time, whilst at home or on personally owned devices, any content, postings or defamatory comments relating to Manpower UK will be in breach of this policy. Inappropriate online activity, even if anonymous may be traced to you and may be grounds for disciplinary or appropriate legal action.

# Miscellaneous

## 19.1 Industrial relations

If you are working for Manpower in any role, you have the right to belong to or to join an appropriate trade union and to participate in its lawful activities. You are protected from detriment or disciplinary action for exercising this right.

Manpower recommends that staff consider joining an appropriate trade union. Manpower enjoys good relations with a number of trade unions who offer a range of individual benefits, as well as advice and support on work related matters. This includes the representation facility described in Sections 12, 13 and 14 of this Handbook. Membership can contribute to a more harmonious relationship with the employees of our Clients. Should you leave Manpower, you may retain your union membership for continuity.

Manpower has granted Unite the Union representation rights for Manpower, with the exception of Manpower employees in specialist sectors. That means, unless you work in a particular sector or in a workplace where special local arrangements exist, Unite has been recognised to represent Manpower employees and you will receive details of how to join if you wish. The other unions Manpower currently recognises at a National level (for representation in specialist sectors) are the CWU, Unison and PCS.

Manpower employees will not replace striking workers, nor undertake duties normally carried out by striking workers, during official industrial action. If you encounter a picket line at our Client's place of work, inform your Manpower Contact, and follow their advice as to your next course of action. You are not obliged to cross the picket line and will not be subject to any detriment or disciplinary action for electing not to cross a picket line. However, in most cases Manpower employees are not directly involved in the industrial action.

Manpower has a very good record of industrial relations with its trade union partners. In the unlikely event of any disputes, there are agreed procedures that must be followed and Manpower employees should note that taking part in some types of industrial action – for example 'unofficial' industrial action or related to a dispute between a union and our Client may fall outside statutory protections and may result in disciplinary action, up to and including termination of assignment or employment.

## 19.2 Ex-offenders

Due to the unique character of our work, Manpower reserves the right not to employ or offer employment to individuals who have been convicted of a criminal offence, subject, of course, to the Rehabilitation of Offenders Act 1974. For certain assignments, where the role dictates, a criminal record disclosure check may be required. This check will disclose to Manpower any convictions including spent convictions but will not be used for any purpose other than this application.

You must inform Manpower of any caution or convictions you receive during your employment.

## 19.3 Personal details

It is most important that your personnel records are always accurate and up to date. - this is now a legal requirement. Not only does this ensure that we are able to administer your work needs efficiently, it also helps us to provide the best possible service to our Clients. Please ensure you keep your Manpower Contact updated at all times and any changes to personal details such as name, address, telephone number, and emergency contact details are notified. To ensure you are able to exercise the various rights available to working parents, it is important that all employees notify Manpower about any additions to the family. Any changes in your availability for work are also very important.

## 19.4 Public interest disclosure

If during an assignment you become aware of anything which leads you to believe that a criminal offence has been or might be committed, that a legal obligation is not being met by Manpower or the Client or that the health and safety of a person or of the environment is in danger, you must bring your concern to your Manpower Contact immediately. Your Manpower Contact will review the concerns with you and, where appropriate, raise them with the Client or other appropriate person. These concerns should never be raised directly with the Client, nor should you discuss them with any other person before you have raised them with your Manpower Contact. Failure to comply with this may be considered a serious disciplinary offence which, in appropriate circumstances, may result in summary dismissal.

These obligations are without prejudice to your rights under the Public Interest Disclosure Act 1998.

## 19.5 Conflict of interest

A conflict of interest is a situation where an individual can potentially benefit personally or where there are factors that could influence a person's judgement or decision making.

In addition to secondary employment (refer to section 18.6 below), a potential conflict of interest may occur where an employee has an interest in another organisation, becomes aware of confidential information through their role that may impact them personally or uses it inappropriately, or has a romantic or familial relationship with either another colleague, competitor, supplier or client.

Not all potential conflicts of interest are considered a risk. However, if you believe there may be a potential, or perceived, conflict of interest either at commencement of or during your employment you should speak with your Manpower Contact for advice.

## 19.6 Secondary employment

Whilst employed by Manpower, you must not undertake any employment that creates a conflict of interest with Manpower's business (which includes the interest of our Client's business). Therefore, you must apply to your Manpower Contact for written consent in order to undertake any employment outside of the Company. Failure to disclose such information may result in disciplinary action.

Manpower has a duty under the Working Time Regulations to ensure that you are not put at risk (nor do you put others at risk) by working excessive hours or by failing to take the appropriate rest periods. For this reason, it is important that we know if you are working for anyone else whilst employed with Manpower.

These notification requirements do not affect your rights with regards exclusivity of employment.