

# Terms of Employment for Flexible Employee

## THE PARTIES

(1) Insert Flexible Employee's name ("the Flexible Employee"), referred to throughout this Agreement as "you" and "your" shall be construed accordingly.

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

## 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

- "Actual Rate of Pay" means, unless and until the Flexible Employee has completed the Qualifying Period, the rate of pay which will be paid for all time worked during an Assignment weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Candidate Assignment Information Form;
- "Actual QP Rate of Pay" means the rate of pay which will be paid to the Flexible Employee if and when s/he completes the Qualifying Period. Such rate will be paid for all time worked during an Assignment weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in any variation to the relevant Candidate Assignment Information Form; means any deductions the Flexible Employee has agreed can be made from their pay;
- "Agreed Deductions" means any deductions the Flexible Employee has agreed can be made from their pay;
- "Assignment" means assignment services to be performed by the Flexible Employee for the Client for a period of time during which the Flexible Employee is assigned by the Company to work temporarily for and under the supervision and direction of the Client;
- "AWR" means the Agency Workers Regulations 2010 or the Agency Workers (Northern Ireland) Regulations 2011;
- "Calendar Week" means any period of seven days starting with the same day as the first day of the First Assignment;
- "Candidate Assignment Information Form" means written confirmation of the assignment details to be given to the Flexible Employee upon acceptance of an Assignment;
- "Client" means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Flexible Employee is assigned or introduced by the Company;
- "Client's Group" means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Client, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
- "Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005;
- "Confidential Information" means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Company or their business or affairs (including but not limited to this Agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Flexible Employee or any third party in relation to the Assignment by the Client or the Company or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;
- "Control" means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
- "Data Protection Laws" means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
- "Deductions" means any deductions which the Company may be required by law to make and in particular in respect of PAYE income tax and National Insurance Contributions;
- "Emoluments" means any pay in addition to the Actual QP Rate of Pay;
- "Engagement" means the engagement (including the Flexible Employee's acceptance of the Client's offer), employment or use of the Flexible Employee by the Client or by any third party to whom the Flexible Employee has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Flexible Employee is an officer, Flexible Employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly;
- "EU Drivers Hours Rules" means European Community Drivers' Hours Regulation No. 561/2006.
- "First Assignment" means:
- (a) the relevant Assignment; or
  - (b) if, prior to the relevant Assignment:
    - (i) the Flexible Employee has worked in any assignment in the same role with the relevant Client as the role in which the Flexible Employee works in the relevant Assignment; and
    - (ii) the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Flexible Employee is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client);
- Hourly Rate" means National Minimum Wage being the minimum gross rate of pay (subject to Deductions and any Agreed Deductions) that the Employment Business reasonably expects to achieve, for all hours worked by the Flexible Employee;
- "Leave Year" means the period during which the Flexible Employee accrues and may take statutory leave commencing on 1<sup>st</sup> January and runs until 31<sup>st</sup> December;
- "Mobile Worker" is any worker forming part of the travelling staff who is in the service of an undertaking, which operates road transport services for passengers or the movement of goods;
- National Minimum Wage" means the National Minimum Wage Regulations;
- "Period of Extended Hire" means any additional period that the Client wishes the Flexible Employee to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;
- "Periods of Availability" means periods of waiting time as defined under the Road Transport (Working Time) Regulations 2005, namely, periods of waiting time whose duration is known about in advance by the Flexible Employee. Such periods of time consist of time spent when the Flexible Employee is not required to remain at his/her workstation, but must be available to answer calls to start or resume driving or other work on request; and the period and the foreseeable duration is known in advance by the mobile worker, either before departure or just before the start of the period of availability in question;
- "Qualifying Period" means 12 continuous Calendar Weeks during the whole or part of which the Flexible Employee is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client in the same role, and as further defined in the Schedule to this Agreement;
- "Relevant Period" means the later of (a) the period of 8 weeks commencing on the day after the last day on which the Flexible Employee worked for the Client having been supplied by the Company; or (b) the period of 14 weeks commencing on the first day on which the Flexible Employee worked for the Client having been supplied by Company or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;
- "RTR" means Road Transport (Working Time) Regulations 2005;
- "Temporary Work Agency" means as defined in the Schedule to this Agreement;
- "Transfer Fee" means the fee payable by the Client to the Company in accordance with clause 5.2, as permitted by Regulation 10 of the Conduct Regulations; and
- "Type of work" means industrial, commercial, fork lift truck or driving temporary assignments
- "WTR" means the Working Time Regulations 1998 or the Working Time Regulations (Northern Ireland)

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the commencement date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

## 2. THE CONTRACT

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

## 3. COMMENCEMENT AND DURATION OF EMPLOYMENT

- 3.1. You will be engaged under a contract of employment and your employment under this Agreement will begin on the commencement date of your first Assignment as specified in the first relevant Candidate Assignment Information Form and will continue unless and until terminated in accordance with the notice provisions at clause 14 below.

- 3.2. Your period of continuous employment with the Company will begin on the date your employment begins as set out in sub-clause 3.1 above and no other previous period of work with the Company or any third party counts towards your continuous employment.
- 4. JOB TITLE AND DUTIES**
- 4.1. Your job title will be confirmed in each Candidate Assignment Information Form.
- 4.2. You confirm that you are legally entitled to work in the United Kingdom. If the Company discovers that you do not have permission to live and work in the United Kingdom, or if your permission to do so is revoked, the Company will be entitled to terminate your employment immediately without giving you any notice or paying you in lieu of notice. The Company can do so in those circumstances without giving you any warning in terms of the disciplinary procedure. If there are any changes to your visa or other permission to work in the UK, you must inform your Gi Group branch immediately.
- 4.3. Your normal duties will entail you being assigned to various Clients of the Company who have requested the Company to provide them with temporary assistance carrying out [insert type of work] work Further details of each Assignment will be confirmed to you in relevant Assignment Details Forms.
- 4.4. As soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Company's request you undertake to:
- 4.4.1. inform the Company of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which you have worked in the same or a similar role with the relevant Client via any third party and which you believe count or may count toward the Qualifying Period; and
- 4.4.2. provide the Company with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Company; and
- 4.4.3. inform the Company if you have prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count towards the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR:
- 4.4.3.1. completed two or more assignments with the Client;
- 4.4.3.2. completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or
- 4.4.3.3. worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.5. The Company will take reasonable steps to find you suitable work with its Clients and you agree to accept all such Assignments offered to you by the Company. The Company may be entitled to terminate your employment on notice in accordance with clause 14 below if you refuse to accept suitable Assignments. Your refusal of a suitable Assignment may, depending on the circumstances, constitute gross misconduct under the Company's disciplinary procedure entitling the Company to terminate your employment with immediate effect pursuant to clause 14.4 below.
- 4.6. In the event that the Company is unable to assign you to any of its Clients for any period of time you must call your local branch office each day between Assignments to report your availability. In the event you do not work with the Company for any continuous period of four weeks following the end of your last Assignment you expressly agree that the Company may choose to treat this as your notice of termination of your employment with immediate effect.
- 4.7. If you wish to undertake outside employment then you must inform the Company in order to meet working time regulation requirements. The work undertaken must not be in competition with the business of the Client, must not affect the performance of your duties and must not prevent you from being available to accept assignments. You must notify the Company immediately if you are not available to undertake Assignments at any time during the period of this Agreement and you must comply fully with any notification requirements specified by the Company in this regard. Where you are unavailable or refuse an Assignment which is offered to you, the hours of that Assignment will count towards your guaranteed hours. Failure to notify the Company of your unavailability shall constitute a disciplinary offence because you may receive payment to which you are not entitled and any such failure may result in the termination of your employment with immediate effect pursuant to clause 14.4 below.
- 4.8. While you are on Assignment with any of the Company's Clients you shall:
- 4.8.1. co-operate with the Client's staff and accept the direction, supervision and instruction of any responsible person in the Client's organisation;
- 4.8.2. follow any of the Client's rules and regulations, including without limitation those regarding health and safety and dress code, to which your attention has been drawn;
- 4.8.3. not engage in any conduct detrimental to the interests of the Company and/or the Client which includes any conduct which could bring the Company and/or the Client into disrepute and/or which results in the loss of custom or business by either the Company or the Client;
- 4.8.4. not carry out any job functions or tasks that are outside the scope of your assignment as notified to you;
- 4.8.5. not use any motor vehicle or any mechanised equipment in connection with any assignment unless proper insurance cover is in force for such use.
- 4.8.6. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Company's or the Client's staff;
- 4.8.7. not at any time divulge to any person, nor use for your own or any other person's benefit, any Confidential Information relating to the Client's or the Company's Flexible Employees, business affairs, transactions or finances;
- 4.8.8. ensure that you comply with Client security measures at all times, including following any instructions relating to the wearing of security badges or identity cards;
- 4.8.9. comply strictly with the Data Protection Laws and shall not do or permit to be done anything which might cause the Company or the Client to breach any Data Protection Laws; and
- 4.8.10. on completion of the Assignment or at any time when requested by the Client or the Company, return to the Company or where appropriate, to the Company, any Client property or items provided to you in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.9. The Company or the Client reserves the right to stop and search fully any Flexible Employee (or their vehicles) or any visitor (or their vehicles), both prior to entry and before exit from the working location, using whatever reasonable means are at the Company's/the Client's disposal. Access may also be denied to the working location as part of the stop and search policy. A search may be made of your office, desk, filing cabinet, car, bag or person
- 4.10. It is part of your Terms of Employment that if you are asked to take part in a random stop and search that this is complied with. Failure to comply with this may result in disciplinary action and may lead to summary dismissal.
- 4.11. Flexible Employees who are Mobile Workers working in operations not subject to EU Drivers Hours Rules and Flexible Employees who are not Mobile Workers will be subject to the Working Time Regulations 1998 (as amended). In order to calculate the average number of weekly hours worked on an Assignment by such workers, the start date for the relevant averaging period under the Working Time Regulations 1998 (as amended) shall be the date on which the Flexible Employee commences the first Assignment.
- 4.12. Flexible Employees who are mobile Flexible Employees working in operations subject to EU Drivers Hours Rules shall be subject to the Road Transport (Working Time) Regulations 2005. The first 26-week Reference Period began at 00.00 hours on 5th April 2005. Subsequent Reference Periods begin at 00.00 on the penultimate Monday in March and September respectively, except for the final period which begins on 16th September 2019. The Workforce Agreement also derogates from the 10 hour Night Work limit imposed by the Road Transport (Working Time) Regulations 2005. The Workforce Agreement remains in place until 15th March 2020.
- 5. OTHER EMPLOYMENT**
- 5.1. During the period of each and every Assignment, you must devote the whole of your time, attention and abilities during your normal hours of work to your duties for the Client. If during the course of this Agreement you accept other work under any other contract or arrangement with any other party you must ensure that you continue to comply with the terms of this Agreement, including but not limited to, clause 17.1.
- 5.2. If, before or during an Assignment or during the Relevant Period, the Client wishes to Engage you directly or through another employment business, you acknowledge that the Company will be entitled either to charge the Client a fee or to agree a Period of Extended Hire with the Client at the end of which you may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Company will be entitled to charge a fee to the Client if the Client introduces you to a third party who subsequently engages you within the aforementioned periods.
- 6. INFORMATION TO BE PROVIDED**
- 6.1. At the same time as an Assignment is offered to you the Company shall provide you with a Candidate Assignment Information Form setting out the following:
- 6.1.1. the identity of the Client, and if applicable the nature of their business;
- 6.1.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
- 6.1.3. the type of work, location and hours during which you would be required to work;
- 6.1.4. the Actual Rate of Pay or Actual QP Rate of Pay (as appropriate) that will be paid and any expenses payable by or to you;
- 6.1.5. any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks; and
- 6.1.6. what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment;
- 6.1.7. any other paid leave such as maternity, paternity or adoption leave;
- 6.1.8. the details of pension entitlements and pensions schemes;
- 6.1.9. any other benefits.
- 6.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:
- 6.2.1. you are being offered an Assignment in the same position as one in which you have previously been supplied within the previous 5 business days and such information has already been given to you and remains unchanged; or
- 6.2.2. subject to clause 6.3, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to you before and remains unchanged, the Company needs only to provide written confirmation of the identity of the Client and the likely duration of the Assignment.
- 6.3. Where the provisions of clause 6.2.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Company shall provide such information set out in clause 6.1 to you in paper or electronic form within 8 days of the start of the Assignment.
- 6.4. For the purpose of calculating the average number of weekly hours worked by you on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which you commence the first Assignment.
- 6.5. If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if you are entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in the relevant Candidate Assignment Information Form or any variation to the relevant Candidate Assignment Information Form (as appropriate).
- 7. LOCATION OF WORK**
- You will be required to work for Clients of the Company at various locations within a 30 mile radius of your initial Assignment. The exact location of each Assignment will be confirmed to you in each relevant Candidate Assignment Information Form. Assignments outside of this area may be offered to you by the Company. For the avoidance of doubt, the Company regards total daily commuting time of under 3 hours to be reasonable
- 8. PAY**
- 8.1. During periods when you are carrying out Assignments for Clients of the Company you will be paid no less than the Hourly Rate. The exact amount of your pay (the Actual Rate of Pay) for any particular Assignment will be set out in the Relevant Candidate Assignment Information Form.
- 8.2. If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Company shall pay you:
- 8.2.1. the Actual QP Rate of Pay; and
- 8.2.2. the Emoluments (if any),
- which will be notified on a per Assignment basis and as set out in the relevant Candidate Assignment Information Form or any variation to the relevant Candidate Assignment Information Form.

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

- 16.2. The Company will not usually reimburse you for travelling expenses incurred to and from your place of employment.
- 17. CONFIDENTIALITY**
- 17.1. You must not disclose any trade secrets or other information of a confidential nature relating to the Company or any of its Clients or any of their business associates or in respect of which the Company or any of its Clients owes an obligation of confidence to any third party either during or after your employment except in the proper course of your employment or as required by law.
- 17.2. You must not remove any documents or tangible items which belong to the Company or its Clients which contain any Confidential Information from either the Company's or the Client's premises at any time without proper advance authorisation.
- 17.3. You must return to the Company upon request and, in any event, upon the termination of your employment, all property belonging to the Company or any of its Clients or any of their business associates including without limitation all documents and tangible items including those which contain or refer to any Confidential Information and which are in your possession or under your control.
- 18. HEALTH AND SAFETY AT WORK**
- 18.1. The Company will take all reasonably practicable steps to ensure your health, safety and welfare while at work.
- 18.2. During every Assignment you will take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by your actions on the Assignment and comply with the health and safety policies and procedures of the Client.
- 18.3. Where your Assignment involves food production, catering or driving, please refer to the special notes in Appendix 2.
- 19. DATA PROTECTION**
- You acknowledge that the Company must process personal data about you in order to properly fulfil its obligations under this Agreement and as otherwise required by law in relation to your employment in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes.
- 20. SEVERABILITY**
- If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Agreement, which shall continue to be valid to the fullest extent permitted by applicable laws.
- 21. NOTICES**
- All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.
- 22. JURISDICTION AND GOVERNING LAW**
- This Agreement shall be governed and construed in all respects by the laws of England and Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales. The parties to this Agreement have read understood and agree to be bound by its terms.

\_\_\_\_\_  
*Signed for and on behalf of the Company*

\_\_\_\_\_  
 [print name here]

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
*Signed by the Flexible Employee*

\_\_\_\_\_  
 Date

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

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

- (a) the Flexible Employee has started working during an assignment and there is a break, either between assignments or during an assignment, when the Flexible Employee is not working;
- (b) the break is:
- (i) for any reason and not more than six Calendar Weeks;
  - (ii) wholly due to the fact that the Flexible Employee is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Flexible Employee has provided such written medical evidence as may reasonably be required;
  - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Flexible Employee returns to work;
  - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Flexible Employee is otherwise entitled which is:
    - i. ordinary, compulsory or additional maternity leave;
    - ii. ordinary or additional adoption leave;
    - iii. ordinary or additional paternity leave;
    - iv. time off or other leave not listed in paragraphs (iv), ii, or iii above; or
    - v. for more than one of the reasons listed in paragraphs (iv), ii, iii to iv above;
  - (v) wholly due to the fact that the Flexible Employee is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
  - (vi) wholly due to a temporary cessation in the Client's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Client;
  - (vii) wholly due to a strike, lock-out or other industrial action at the Client's establishment; or
  - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
- (c) the Flexible Employee returns to work in the same role with the Client,

any weeks during which the Flexible Employee worked for the Client before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Flexible Employee works for the Client after the break. In addition, when calculating the number of weeks during which the Flexible Employee has worked, where the Flexible Employee has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv), ii, or iii., for the period that is covered by one or more such reasons, the Flexible Employee shall be deemed to be working in that role with the Client for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Flexible Employee working during an assignment before 1 October 2011 (or 5 December 2011 in Northern Ireland) does not count for the purposes of the definition of "Qualifying Period".

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

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

**APPENDIX 1 – DISCIPLINARY/DISMISSAL AND GRIEVANCE PROCEDURE**

**DISCIPLINARY/DISMISSAL PROCEDURE**

**1. GENERAL PRINCIPLES**

The purpose of the disciplinary policy is to ensure that Gi Group behaves fairly and consistently towards all flexible employees in investigating and dealing with alleged instances of unacceptable conduct or performance. To promote that purpose Gi Group has developed a procedure for disciplinary matters. The procedure is a guide, not a rule. It is not contractual. Gi Group reserves the right to depart from the precise components of its disciplinary procedure where it is appropriate to do so.

All cases of misconduct or poor performance must be dealt with in accordance with a fair procedure.

The aims of the policy are:

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

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

**2. PROCEDURE**

**2.1. Informal Stage**

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

**2.2. Formal Stage**

When disciplinary matters require a hearing to be held 48 hours' notice of the hearing will be given wherever practicable and those concerned will be informed in advance of the matter to be discussed. You will receive a letter inviting you to attend the disciplinary hearing. This letter will set out the matters to be discussed at the hearing.

- 2.3 At any formal disciplinary hearing, you have the right to be accompanied by a Gi Group Flexible Employee or Trade Union representative. You will be entitled to hear details of any complaint made, and to examine any relevant documents prior to the disciplinary hearing. You will be given an opportunity to respond to the matters raised prior to a final decision being made. At the conclusion of each stage, you will be given a letter recording the outcome of the hearing and the means of appeal.
- 2.4 No disciplinary sanction will be imposed on you until the case has been investigated.
- 2.5 You may be suspended with pay pending the conclusion of the investigation and/or disciplinary procedure, without prejudice.
- 2.6 You will not normally be dismissed for a first breach of discipline except in the case of gross misconduct. The penalty for gross misconduct may be dismissal without notice and without payment in lieu of notice.
- 2.7 You will have the right to appeal against any disciplinary penalty imposed.
- 2.8 Your Gi Group branch manager or an appropriate Gi Group representative will conduct the disciplinary hearing. Your Gi Group branch manager will then make the decision on the level of disciplinary action to be taken.
- 2.9 All cases of disciplinary action under this procedure will be recorded and placed in Gi Group's records. A copy of Gi Group's relevant records will be supplied at your request.
- 2.10 The following procedural stages apply to offences other than gross misconduct. Gi Group, however, reserves the right to enter this process at any stage:
- 2.11 **Stage 1 - Formal verbal warning**  
If conduct or performance (in terms of output or quality) does not meet acceptable standards, you will normally be given a formal verbal warning in the first instance. The warning will remain on your file for 6 months with details of the action(s) required to rectify the misconduct or poor performance and that it constitutes the first formal stage of the disciplinary procedure. A letter informing you of the verbal warning and the reasons for it being issued will be sent to you and kept on your personnel file at Gi Group.
- 2.12 **Stage 2 - First written warning**  
If the offence is a serious one, or if there is a further occurrence of a minor offence, then a first written warning will be given to you. A first written warning can also be given for an accumulation of minor offences for which a verbal warning may not have already been issued. Warnings may run concurrently if for different reasons, e.g. one for misconduct and another for poor performance. Such a warning will set out the precise details of the offence and the improvement in conduct or performance required and the time scale if applicable. It will also set out the likely consequences of further offences and what action will be considered if there is no satisfactory improvement. A letter informing you of the first written warning will be sent to you. The written warning will remain on your personnel file for 12 months
- 2.13 **Stage 3 - Final written warning**  
If there is still a failure to improve conduct and/or performance and these remain unsatisfactory, or alternatively if the misconduct is sufficiently serious to warrant only one final written warning (but insufficient to justify dismissal) then a final written warning will be issued to you. The warning will, if appropriate, refer to any previous disciplinary action and will state the consequences of failure to improve as required. The warning will remain on your personnel file for 12 months. A letter informing you of the final written warning will be sent to you and a copy kept on your personnel file at Gi Group.
- 2.14 **Stage 4 – Dismissal**  
1 If conduct and/or performance remains unsatisfactory and you still fail to reach the prescribed standards then dismissal will normally result. This stage of the disciplinary procedure will normally be carried out by a Gi Group general manager. The reason(s) for dismissal will be specified and communicated to you and where appropriate, reference will be made to any previous disciplinary action taken. The dismissal notice will indicate the effective date of termination of employment together with the right of appeal. Dismissal at this stage will normally be with notice or pay in lieu of notice. A letter informing you of the termination of employment will be sent to you and kept on your personnel file at Gi Group
- 2.15 **Demotion**  
2.15.1 Gi Group may use demotion as part of the disciplinary procedure. This may be instead of or as well as any of stages 1-4 as listed above.  
2.15.2 The following list provides examples of offences, which are normally regarded as gross misconduct. This list indicates the type of offences that constitute gross misconduct but is not exhaustive. An act of gross misconduct will normally warrant summary dismissal without the normal period of notice or payment in lieu of notice.  
2.15.3 Gross misconduct
- Falsification of records including; timesheets, tachographs and digital tachograph data or any other document relating to the timekeeping of any employee.
  - Fighting or acts of violence or intimidation. Refusal to comply with or deliberate disregard of Health and Safety regulations.
  - Persistent refusal to obey reasonable instructions given by a line manager.
  - Wilfully endangering others.
  - Serious misrepresentation on your employment application.
  - Unauthorised possession of Gi Group/Client property or property of third parties.
  - Serious negligence which causes unacceptable loss, damage or injury.
  - Conduct which could bring Gi Group/Client into disrepute.
  - Theft. Attempted theft or wilful damage to Gi Group/Client property or property belonging to any individual.
  - Being drunk and disorderly or under the influence of alcohol and/or drugs on Gi Group/Client premises.
  - Being in possession of illegal substances whilst on Gi Group/Client premises.
  - Unauthorised disclosure of any Gi Group/Client information.
  - Serious and/or persistent harassment or discrimination or bullying whether sexual, racial or otherwise.
  - Serious act of insubordination or insulting abusive or indecent behaviour.
  - Convictions for any offence affecting staff or external relations which amount to a breach of trust.
  - The abuse or misuse of Gi Group/Client internet or email systems.
  - Posting material onto social network sites such as but not limited to Facebook or Twitter which could be considered to be inappropriate and /or which could be found to lower the reputation of the organisation, staff or customers and/or contravene the company's equal opportunity policy.
- 2.16 **Appeal Procedure**  
2.16.1 If you have been given a formal warning or have been dismissed with or without notice you will be entitled to appeal to the next level of management.  
2.16.2 Appeals must be lodged with Gi Group within five working days of receipt of any formal warning or notice of dismissal.  
2.16.3 If your warning was issued by the Gi Group branch, you should lodge your appeal in writing within 5 days. Reasons for the appeal must be stated. Mere disagreement with the disciplinary action taken will not be considered as a suitable basis for an appeal.  
2.16.4 All appeals will be considered as quickly as possible. The decision made on appeal will be final and, where possible, will be given to the Flexible Employee in writing within 5 days of the appeal hearing.  
2.16.5 Please note that this appeals procedure relates specifically to the outcome of a disciplinary hearing and must not be confused with the grievance procedure, which relates to concerns raised by you about your job.
- 2.17 **Performance and capability**  
With reference to performance and capability, standards in terms of quality and quantity of work will be discussed and set down between you and the Client line manager. Incapability by you may be regarded as justification for dismissal without formal warnings.

#### **GRIEVANCE POLICY AND PROCEDURE**

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

#### **APPENDIX 2 Special notes for Food Production, Catering and Driving assignments**

##### **1. Special notes for food production assignments**

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

##### **Flexible Employees must inform their Gi Group branch immediately**

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

##### **2. Special notes for catering assignments**

- The following are common major hazards:
  - Floors, steps and stairs throughout, particularly if wet.
  - Dangerous machines, including slicers, mincers, mixers, food processors and waste disposal units.
  - Manual handling hazards, particularly movement of hot pans and food stocks. Large
  - cooking pots containing hot liquid, must not be carried across the kitchen; a safe system of decanting should be implemented.
  - Storage, use and disposal of cleaning products and pest control baits.
  - Storage and use of knives and other sharp work equipment.
  - Electrical installation to equipment.
  - Access and egress to cold rooms and freezers.
  - Access to shelving in stores and kitchen area.
  - Work with hot equipment, including ovens, Bain Marie's and stills or hot water boilers, fryers, solid tops.
  - Use of barbecue equipment with respect to position near flammable materials, use of gas cylinders and risk of burns to public or catering staff.
- It is recognised that the use of hot equipment and liquids, including steam, hot or boiling water, frying oil and the food itself, is an essential part of the catering environment and the hazards can never be entirely eliminated.
- The nature of the catering environment is such that cuts are one of the most common occupational hazards in the kitchen. It is essential that cuts are minimised, by ensuring that all staff, particularly the less experienced staff, are aware of the hazards and take appropriate precautions to minimise injury to themselves and others.
- There is risk of injury when carrying out cleaning of stainless steel equipment, particularly when cleaning sharp underside surfaces or recesses etc. Staff must use common sense when carrying out such cleaning and use Personal Protective Equipment if provided.
- Key measures include:
  - Correct knife training and procedures, particularly with respect to use and storage.
  - Staff use the appropriate knife or implement for the purpose it is intended.
  - Adequate supervision must be given to all staff and particularly those under training as young persons.
  - Care must be taken when opening tins, with appropriate safeguards and equipment being used.
  - Care must be taken when opening food packages, particularly when handling wire staples etc. All such packaging must be disposed of appropriately. Care must be taken when cutting Cling Film and using Mandolins.
  - Any breakages, including glass jars, bottles, bowls or dishes or other equipment, must be immediately and properly cleared away in a common sense manner, so as to reduce the risk of injury to yourself or third parties – disposed of in a rigid container not a plastic bag.
  - Care must be taken when using sinks, when washing up and also removing sharp or broken items from dishwashers.
  - No one must intentionally interfere with equipment or guarding provided to promote Health and Safety.

### 3. Special notes for driving assignments

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

#### 3.1 Time Sheets

3.1.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Flexible Employee shall deliver to the Employment Business a time sheet duly completed to indicate all the hours worked during the preceding week for all employment agencies and employers and signed daily by the authorised representative of the Client(s). The Driver's Declaration must be signed by the Flexible Employee unless the Flexible Employee is unable to agree the declaration, in which case information must be provided to indicate the reason for not signing.

3.1.2 Subject to clause 3.1.3 The Employment Business shall pay the Flexible Employee for all the hours worked for the Company regardless of whether the Employment Business has received payment from the Client for those hours.

3.1.3 Where the Flexible Employee fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Flexible Employee and the reasons that the Client has refused to sign a time sheet in respect of those hours. This may delay any payment due to the Flexible Employee. The Employment Business shall make no payment to the Flexible Employee for hours not worked.

3.1.4 Flexible Employees who are Mobile Workers working in operations not subject to EU Drivers Hours Rules and Flexible Employees who are not Mobile Workers will be subject to the Working Time Regulations 1998 (as amended). Such Flexible Employees' Working Time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of the Flexible Employee's Working Time for these purposes.

3.1.5 Flexible Employees who are mobile Flexible Employees working in operations subject to EU Drivers Hours Rules shall be subject to the Road Transport (Working Time) Regulations 2005. Working Time, as defined by the Road Transport (Working Time) Regulations 2005 comprises all driving and other non-driving work. In addition to the Working Time, Periods of Availability will form part of the payable hours. Time spent travelling to the Client's premises, lunch breaks and other rest breaks (unless agreed by the Client) will not be paid.

3.1.6 The Flexible Employee warrants:

- I will keep the Company informed in writing as to the details of Working Time undertaken for other employers or employment businesses on a weekly basis. My time sheet will show all work for all employers or employment agencies for the working week. The detail provided relating to the Flexible Employees Periods of Availability, breaks and other work will be accurate and true.
- I will inform the Company immediately if there are any changes to my situation which impacts on my Working Time.
- I understand that any work undertaken for any other employer, regardless of the type of work, shall not be rest for the purposes of EU Drivers Hours Rules.

3.1.7 Driving Fines and Penalties

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