

SMART 1 RECRUITMENT

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WELCOME

We would like to 'Thank you' first and foremost for joining us at Smart 1 Recruitment. We take pride in our reputation for providing a quality service to both our clients and our team. We value and recognise that the quality service we provide to our Clients is built on the commitment, dedication and skills of all of our team and welcome you to becoming part of it.

To demonstrate our commitment to looking after you during your assignments/employment, this Employee Brochure/Handbook has been prepared to give you information about our Company, Rules and Regulations you will need to be familiar with, along with UK employment policies and procedures and most importantly key Health and Safety information to ensure your safety.

ABOUT US

Here at Smart 1 Recruitment our friendly team have over 15 years recruitment experience, along with business management, marketing and customer services expertise.

Everyone who is part of the Smart 1 team must share our Company Goal to become "the best local recruitment agency", whatever role they play.

Smart 1 Recruitment Ltd, based in Redditch, began out of the desire to establish a recruitment agency which focuses on the development of employees and helping clients achieve success, bringing together the human resource management and business development aspects of recruitment. We believe our agency can fill a void left by other temporary and permanent placement agencies.

We aim to make a difference in our community, providing job seekers with the employment and career development opportunities they seek and businesses with the correct candidates to help them achieve their goals.

This requires a high level of communication. It means asking open-ended questions and listening, not talking. This means knowing the local market so Smart 1 Recruitment can really serve each client and employee, not just "sell goods". We aim to offer a bespoke service, individual to each client.

An increasing network of candidates seeking employment, through personal recommendation alone facilitates the meeting of clients' needs. Coupled with our professional recruiting procedures, we believe we can provide the best candidates for the job, ultimately ensuring our Clients' organisational success.

Prior to the commencement of work, you will be provided with details of your assignment i.e. Role, Client Details, Location, Hours and Pay. Upon commencement of the assignment you should be provided with a short induction. It is your responsibility to ensure that you know information on the Company's Fire Evacuation Procedure, Smoking Policy, Health & Safety Regulations including any personal protection equipment that you should wear.

ANNUAL LEAVE POLICY

All UK employees are entitled to 20 days of holiday per year as per EU statute. UK employees also receive 8 days of recognised public/bank holidays per year.

Employees should refer to their Contract of Employment/Terms of Engagement for Agency Workers for their holiday entitlements. The holiday year runs from 6th April to 5th April each year.

Smart1 Recruitment recognises that employees need time for rest and relaxation to promote their health and wellbeing; therefore, all annual leave/holiday entitlement must be taken within the holiday year.

Procedure

The timing of holiday should be agreed between the employee and their Manager. Requests for holiday will be considered in line with business requirements.

Employees should give reasonable notice of any request for holiday.

No holiday should be booked until approval has been confirmed in writing by the Manager. If an employee books holidays before obtaining approval for the time off, the Company will not be liable for any cancellation fees should it be necessary for the Company to decline a request.

No more than 10 working days consecutively out an employee's annual entitlement will be granted without written approval from the Manager and the second level Manager.

SICKNESS ABSENCE POLICY

The Sickness Absence Policy provides a framework to monitor absenteeism, clarify responsibilities and provide guidance on the management of absence. It will help to maintain consistency and equality of absence management throughout the UK. This policy should be read in conjunction with the Company's Disciplinary Policy

Purpose

This policy is designed to encourage full attendance. Preventative action is key in the effective management of absence through an established positive attendance culture. The most effective way to maximise attendance is to provide positive measures to support employees in the workplace. All employees will be treated in a fair and consistent manner and in accordance with the laid down procedures

Sickness absence has a negative impact on both our business and its employees; it affects not only the absent employee but also colleagues and customers. Through the consistent and fair application of this policy formal disciplinary/performance management action with regard to absence is kept to a minimum.

Definitions

Types of absence covered by this policy include:

- Short term absence due to ill health or incapacity: defined as absences up to 4 weeks
- Long term absence due to ill health or incapacity: defined as absences of more than 4 weeks
- Medical or dental appointments

Procedure

Reporting Procedure:

The employee must notify their Manager of absence by telephone within one hour of scheduled start time.

If the employee's Manager is unavailable, absence must be reported to another senior member of Smart 1 Recruitment's Management team. Only in exceptional circumstances may a message be left for the employee's Manager to call back.

The following details are required when notifying absence: Reason for absence, contact telephone number, expected return to work date, details of medical appointments booked, any work that might require urgent attention, any other relevant information.

Employees are responsible for reporting absence personally except in extreme circumstances eg. where the employee is hospitalised.

It is NOT acceptable to report absence via text or email message or via a colleague. Only in exceptional circumstances, such as employees working in a different time zone to their line Manager, it may be pre-agreed that such notification is acceptable.

If an employee is absent from work for more than one day and the total period of absence is not defined at the outset (or if there is a change to the expected return to work date), he/she must

contact their Manager daily (or at less regular intervals if agreed with the Manager) until such time as there is a defined return to work date.

Failure to follow procedure

Failure to notify or late notification of sickness absence will be treated as unauthorised absence. In this case the employee will not be entitled to company sick pay or other related benefit and may be subject to disciplinary action.

If an employee does not follow the correct reporting procedure or fails to keep Smart 1 Recruitment informed of continued sickness absence, the Manager may try to contact the employee.

If contact cannot be made a letter will be sent requesting the employee to contact the Company immediately. If contact has still not been made within 5 working days of issuing the first letter, a second letter will be sent to invite the employee to attend a disciplinary hearing on the grounds of not complying with notification procedures and/or unauthorised absence.

If at any stage in this process the employee returns to work, the Manager will conduct an investigation as part of the return to work process, which may lead to disciplinary action.

Recording Procedure

Managers are responsible for ensuring the accuracy of recording and monitoring sickness absence and for completion of the correct certification for absence.

If an employee is absent for more than 7 consecutive calendar days he/she must provide a Statement of Fitness for Work (Fit Note) from day eight of any absence. Failure to provide this may affect a claim for payment under the Company Sick Pay Scheme. The Manager will scan the Fit Note and return the original to the employee.

Failure to provide self-certification and Statements of Fitness for Work or falsification of sickness claims, including the reason for absence may lead to disciplinary action.

Managing Sickness - Return to Work (RTW)

After each occasion of absence, the employee will attend a RTW meeting with their Manager to discuss the employee's absence record and remind employee of the absence trigger points.

Immediately the employee returns to work the Manager should:

- Hold a return to work meeting with the employee.
- Document the discussion and place on the personnel file

When absence reaches an unsatisfactory level (i.e. trigger point), the Manager should advise the employee during the RTW meeting that they will be invited to attend a formal performance management hearing (see below).

Details of the hearing will be confirmed in writing and will include details of the absence occasions to be discussed.

Sickness Absence Level Guidelines

Probationary Period Absence

During the probationary period, actions are triggered as follows:

1st occasion: During Return to Work (RTW) discussion Manager will review this policy with employee and warn that further absences will lead to a formal Performance Management hearing, which may lead to formal warning.

2nd occasion: During RTW inform employee that formal Performance Management hearing held, which may result in a written warning

3rd occasion: Formal Performance Management hearing held, which may result in dismissal on the grounds of unsatisfactory absence during probationary period or a final written warning and an extension of probationary period.

Post-Probationary Period Absence

On completion of the probationary period, the following levels of absence in a rolling 12 months (including any absences during the probationary period) will trigger the following process:

1st occasion: Manager will review this Policy with employee and warn that further absence may lead to a formal Performance Management hearing

2nd occasion: Return to work discussion – inform employee that a further occasion of absence in rolling 12 months will trigger a formal Performance Management Hearing, which could result in a formal warning.

3rd occasion Return to work discussion – inform employee that he/she is required to attend a formal Performance Management Hearing which could result in formal warning.

A formal process may also be triggered where patterns of absence become apparent e.g. Mondays and/or Fridays, immediately before or after a shift break, fixed or flexible holiday or where employees appear to be taking regular absence just short of reaching a trigger point.

If a formal warning is issued, further absences during the period the warning is live (6 or 12 months), may result in a further hearing which could result in a next stage warning or dismissal.

It should be noted that continued or repeated occasions of sickness might ultimately result in dismissal.

Performance Management Hearing

If sickness absence levels reach a defined trigger, or unacceptable patterns of sickness absence become apparent, formal action may be taken in the form of a Performance Management hearing.

Details of the hearing will be confirmed in writing and will include details of the absence occasions to be discussed.

The employee may be accompanied by a work colleague or an appropriately qualified Trade Union representative at a Performance Management hearing. This companion may present the employee's case, sum up and respond on the employee's behalf to any view expressed at the hearing but may not answer questions on the employee's behalf.

The Manager will arrange for another party to take written notes of the hearing.

Tape recordings are not permitted by either party.

During the hearing, the employee will have an opportunity to explain the reasons for the sickness absence record and to raise any mitigating circumstances for consideration by the Manager in reaching their decision.

Once all the facts have been disclosed and discussed at the hearing and the employee has been given the opportunity to state their case, the hearing will end; the Manager will then consider the decision and confirm the outcome in writing, a copy of which will be included in the employee's personnel file.

Failure to Attend

Where the employee or their representative is not available on the originally scheduled date, the employee may request an alternative date and time, not more than five working days after the original date.

Should the employee fail to attend the hearing without sufficient reason, the hearing will be held in their absence.

Performance Management Hearing - Outcomes

The formal procedure has 4 Stages of outcome: Verbal Warning, First Written Warning, Final Written Warning and Dismissal, as set out below:

In most cases, the stages are applied sequentially. However, it may be appropriate to skip or accelerate stages, or extend length of warning. In addition, the Company reserves the right to suspend an employee on paid leave during the process where appropriate; for example, where employee is incapable of working or where continued work presents a risk to the Company or the employee.

Throughout all stages, the Manager should consider all options available to support and assist the employee to improve.

Warning levels

Verbal Warning

The employee will be advised in writing of the reason for the warning and that it constitutes the first stage of the Performance Management procedure. A copy of the letter confirming the verbal warning will be kept on the employee's personnel file but be disregarded under this procedure after 6 months following satisfactory attendance.

First Written Warning

If there has been insufficient improvement in the standard of the employee's sickness record, a first written warning may be given. A copy of the written warning will be kept in the employee's personnel file but will be disregarded under this procedure after 12 months subject to continued satisfactory attendance.

Final Written Warning

If there has been insufficient improvement in the standard of the employee's sickness record, a final written warning may be given. A copy of the written warning will be kept in the employee's personnel file but will be disregarded under this procedure after 12 months subject to continued satisfactory attendance.

Dismissal

If the employee's sickness record remains less than satisfactory, the employee will be dismissed with notice (or with pay in lieu of notice, if permitted by the employee's contract). The employee will receive written reasons for dismissal, and confirmation of the date on which employment will end.

Alternatives to Dismissal

There may be occasions when due to the nature of the circumstances, employees may be transferred or demoted as an alternative to dismissal.

Right of Appeal

If an employee wishes to appeal against a decision taken during the Performance Management review procedure, including dismissal, he or she should do so in writing to the next level of management within 5 working days of receiving the written reasons for the decision. The Manager will respond to the appeal letter within 5 working days of receipt of appeal from the employee and a meeting arranged at a mutually agreed time and date.

At the appeal meeting the employee may be accompanied by a work colleague or an appropriately qualified Trade Union representative, as detailed above. At this meeting, any sanction imposed will be reviewed and ultimately a final decision will be made and notified to the employee in writing within 5 working days of the meeting. There is no further right of appeal.

Managing Long Term Absence (Exceeding 4 Weeks)

Employees must keep their Managers regularly updated about the ongoing absence; regular contact by the Manager is intended to be supportive and will be kept to a reasonable level.

If an employee is likely to be absent for 4 weeks or more with no predictable return date an informal meeting will be arranged with their Manager to discuss the ongoing absence.

The employee may also be asked to meet with an Occupational Health Specialist, on site, at a clinic, or in special circumstances at the employee's home, in order to obtain information on the employee's condition and establish what support, if any, the Company can offer. In some cases, the employee will be asked to sign a Medical Consent Form enabling an Occupational Health Specialist to contact their GP or medical specialist for a medical report.

If short-term recovery is not anticipated, the Company will consider adjustments or suitable alternative roles for the employee. If there are no suitable alternatives, or the employee is not expected to return in any capacity, consideration may be given to dismissing the employee on the grounds of ill-health. It is stressed that such action will not be taken without exhausting all possible alternatives. In such cases, the employee will be invited to a formal Performance Management hearing at which they may be accompanied by a work colleague or a trade union representative.

All discussions will be documented and copies kept on the employee's personnel file.

Assistance with Return to Work

During prolonged sickness absence, the Manager will discuss with the employee and any other appropriate third parties any adjustments, which could be made to help a return to work.

The employee must have a current Statement of Fitness for Work supporting any agreed adjustments, which may include:

- Part time working
- Working from home
- Light/alternative duties
- A temporary alternative role
- Adaption of workplace or tools/equipment

Where the individual is deemed incapable of continuing their duties yet considered fit for alternative duties, re-deployment and retraining may be considered. If it is not possible to provide the support an employee needs to return to work the Fitness for Work Statement will continue to cover the employee's absence from work for the prescribed timescale.

If alternative duties are considered relevant, an assessment of Performance Management and the suitability of alternative work may be carried out by an Occupational Health Specialist and agreed as appropriate. If an employee's condition deteriorates to a point where alternative work cannot be performed, the Manager must be notified immediately.

Company Sick Pay Entitlement

Details of sick pay are outlined in the employee's individual statement of terms and conditions of employment or Terms of Engagement. Company Sick Pay is inclusive of any entitlement to Statutory Sick Pay. Employees will be informed in writing if their entitlement to sick pay is exhausted.

The company reserves the right to:

- withhold sickness payment or income protection (where applicable) from employees whose incapacity is the result of their own misconduct, who act in a way which would impede their recovery e.g. not engaging with an appointed Occupational Health professional if required, or who do not provide appropriate certification on time
- request employees to undertake a medical examination to ensure qualification for long term Company Sick Pay
- expect that employees will not incur business expenses whilst medically unfit to attend work

Overpayments made as a result of sickness absence will be adjusted in the next available payroll.

Medical / Dental Appointments

Other than in an emergency, wherever possible medical/dental appointments should be attended outside normal working hours. When this is not possible, every effort should be made to arrange appointments for the start or end of a shift.

Employees must advise their Manager of appointment details in advance as soon as the appointment is confirmed and provide evidence if requested. In the case of routine visits to GP/dentist a reasonable amount of time off to attend these appointments may be agreed with the employee's Manager, and will not exceed 2 hours. For hospital appointments reasonable paid time off may be allowed with prior approval of the employee's Manager.

Sickness During Holiday

If an employee becomes sick and is prevented from taking a planned holiday; or is taken seriously ill during holiday absence, consideration may be given to converting the planned holiday to sickness absence and crediting the holiday back to the employee, provided that the usual notification rules are complied with i.e. the employee notifies their Manager on the first day of illness and continues to keep in contact until returning to work. A Statement of Fitness for Work is required for the whole period of absence.

For sickness absence immediately prior to, or following holiday (including Bank and Fixed Holidays) or break between shift patterns, we reserve the right to request a Statement of Fitness for Work to cover that period.

Annual Leave Accrual During Sickness Absence

Holiday entitlement (inclusive of public holidays) continues to accrue throughout sickness absence. Employees are entitled to request holiday during periods of long-term sickness absence. All requests require Manager approval and should be recorded in line with site procedures.

Full salary is paid for the period of holiday (inclusive of income protection where applicable).

The first 20 days of accrued holiday (inclusive of public holidays) remaining at the end of any holiday year will automatically be carried over to the following year. Unused holiday in excess of this will be lost.

All holiday must be taken within 18 months of the end of the leave year in which it was accrued otherwise it will be lost.

Payment may only be made in lieu of holiday on termination of employment.

Overseas Sickness Notification

If the employee falls ill whilst abroad, notification of absence is required in accordance with this policy and medical certificates must show the same information as UK Fit Notes: reason for absence, expected duration of absence, and recommendations for reasonable adjustments to enable the employee's return to work. Wherever possible, and to avoid delays in the process, we request this information to be provided in English.

GRIEVANCE POLICY

The Company's grievance rules and procedures aim to ensure fair and uniform treatment for all employees and follow the statutory procedures relating to grievance matters.

Every effort will be made to resolve grievances quickly and at as early a stage of the procedure as possible.

The purpose of this policy is to maintain good working relationships at all levels throughout the Company, the following procedure has been established to deal with any problem an employee may have related to their employment.

At all stages of the grievance process, the Company will ensure that the persons carrying out the grievance hearing and the appeal hearing are different.

In the majority of cases, problems can be solved informally and every attempt should be made to do this prior to starting formal proceedings. It is important to clarify that an employee should raise any grievance that is not resolved informally in writing.

Grievance Procedure

Informal Proceedings

In the first instance an employee should raise a grievance through their Manager. Where this is not appropriate, this should be raised with another senior Manager.

A meeting will be arranged with the employee to discuss their grievance on an informal basis. A record of the meeting will be kept which will detail any actions agreed by the employee and Manager. The aim is that the employee's grievance will be resolved at the informal stage to prevent the requirement for formal proceedings to be instigated.

Formal Proceedings

Step 1 – Employee submits grievance in writing

Employees should outline their grievance, in writing, to their immediate Manager. Where this is not appropriate, then this will be raised with another senior Manager.

Step 2 – Grievance Meeting

The grievance should be acknowledged and a meeting invitation sent to the employee without unreasonable delay.

Wherever possible, the meeting will be arranged at a mutually convenient time and without unreasonable delay. If there is going to be a delay, the employee should be informed.

In most cases the meeting with the employee who raised the grievance will need to be held first and any meetings with witnesses conducted after this initial meeting.

Where the employee or the person chosen to accompany them is not available on the originally scheduled date, the employee may request an alternative date and time, so long as it is within a reasonable time-frame.

The employee may be accompanied by a work colleague or a Trade Union representative at a grievance meeting. This companion may act as the employee's witness, present the employee's case, sum up and respond on the employee's behalf to any view expressed at the hearing, but may not answer questions on the employee's behalf. A Trade Union representative who is not an employed official must have been certified by their union as being competent to accompany the employee.

The Manager will arrange for another party to take written notes of the meeting. Tape recordings are not permitted by either party.

Following investigation, the Manager will confirm the findings in writing and without unreasonable delay. If it is not possible to respond within a reasonable period the employee will be given an explanation for the delay and told when a response can be expected.

Step 3 – Appeal

If an employee wishes to appeal against the outcome of the grievance decision he or she should do so in writing to the next level of management (or to the person advised to submit the appeal to) within 5 working days after receiving the written reasons of the grievance outcome.

An appeal meeting will be arranged as soon as practicable and without unreasonable delay following receipt of the appeal from the employee, or at a mutually agreed time and date. At the appeal meeting the employee may again be accompanied by a work colleague or a Trade Union representative.

Following this meeting, further investigations may take place. Once the outcome has been decided, it will be notified to the employee in writing. If it is not possible to respond within a reasonable period the employee will be given an explanation for the delay and told when a response can be expected.

This decision will be final and there is no further right of appeal.

Collective Issues

In cases where a grievance affects a group of employees based on a unionised site, arrangements will be made for a spokesperson or agreed number of spokespersons, to raise the issue in writing through the individual grievance steps as outlined above.

Records

Records detailing the nature of any grievance, the action taken with reasons and any subsequent developments, will be kept confidentially on the individual's file.

DISCIPLINARY POLICY

For **Smart 1 Recruitment** to operate efficiently there must be established standards of behaviour, conduct and performance. The purpose of this policy is to state the rights and responsibilities of Managers and employees where acceptable standards of conduct have not been maintained. When this is the case, this will be viewed as misconduct and will be dealt with under this Disciplinary Policy.

However, where it is felt that the employee is failing to meet the standards and competence required to perform their role, Managers should also refer to the Performance Management Policy.

The Company's disciplinary rules and procedures aim to ensure fair and uniform treatment for all employees and follow statutory procedures relating to disciplinary matters and dismissal. They are non-contractual and may be amended by the Company from time to time.

At all stages of the disciplinary process, the Company will ensure that the persons carrying out the disciplinary hearing and the appeal hearing are different.

The Company's procedure may be implemented at any stage if the employee's conduct or performance warrants such action. It is not a mechanical process of warnings and dismissal but one that may be invoked by the Company at whatever stage it considers most appropriate, given the circumstances and the seriousness of each case.

The Company reserves the right to suspend any employee (on full pay) pending the outcome of any disciplinary investigations or during the disciplinary procedure. Any decision to suspend an employee will be communicated in writing.

Procedure

When acts or offences arise which may lead to disciplinary action, the Manager should first establish the facts promptly before recollections fade, and where appropriate, obtain statements from any available witnesses. A record of these investigations will be kept for later reference.

If necessary the employee may be suspended on full pay whilst investigations are carried out. Having investigated all the facts, the Manager should decide whether further action is needed. Actions may include arranging informal coaching or counselling (with a note to the employee's file) or arranging for the matter to be dealt with under the disciplinary or Performance Management Policy.

If the matter involves cases of unacceptable standards of performance, conduct or attitude the Disciplinary Policy applies.

If the matter involves sub-standard performance as a result of a lack of the required skills or aptitude or to health or any other physical or mental qualities, the Performance Management Policy applies.

For the Disciplinary Policy, the following procedure will be followed:

Statement of Grounds for Action and Invitation to Meeting:

The disciplining Manager will write to the employee setting out the alleged misconduct, poor performance or circumstances which have led the Company to contemplate taking disciplinary action against the employee. The employee will be provided with written particulars of the allegation and any supporting statements or evidence prior to the meeting taking place. The employee will be invited to attend a meeting where the employee will be given an opportunity to

state his or her case and answer any allegations. The employee may choose to be accompanied by a colleague, or union representative where recognised. A copy of the invitation letter will be kept on the employee file.

Wherever possible, the meeting will be arranged at a mutually convenient time; generally the meeting will be no earlier than seven calendar days after the date of the invitation letter.

Where the employee's representative is not available on the originally scheduled date, the employee may request an alternative date and time, so long as it is reasonable and it is not more than five working days after the original date.

Failure to attend disciplinary meeting:

The employee should take all reasonable steps to attend the disciplinary meeting. If the employee fails to attend, with good reason, the meeting will be rescheduled. Should the employee fail to attend the second meeting, the meeting will proceed in their absence.

Disciplinary Meeting

The employee may be accompanied by a work colleague or an appropriately qualified Trade Union representative at a disciplinary meeting. This companion may act as the employee's witness, present the employee's case, sum up and respond on the employee's behalf to any view expressed at the hearing but may not answer questions on the employee's behalf.

The Manager will arrange for another party to take written notes of the meeting. Tape recordings are not permitted by either party.

Once all the facts have been disclosed and discussed at the meeting and the employee has been given the opportunity to state his or her case, the disciplining Manager will adjourn the meeting to consider their decision. The meeting will be reconvened and the disciplinary Manager will confirm their decision in writing.

In reaching the decision the disciplining Manager may take into account any previous "live" warnings.

Disciplinary Actions

If the Company decides that disciplinary action is warranted, it may issue any of the following:

- **Verbal Warning**

If the employee's conduct or performance does not meet acceptable standards, a verbal warning may be given. The employee will be advised in writing of the reason for the warning (see section 'written confirmation of decision' below). A copy of the letter confirming this verbal warning will be kept on the employee's personnel file and will be disregarded for disciplinary purposes after 6 months.

- **First Written Warning**

If the misconduct or poor performance is more serious, or if there is another act of misconduct or performance does not improve following a verbal warning, the employee may receive a first written warning (see section 'written confirmation of decision' below). A copy of this written warning will be kept on the employee's personnel file and will be disregarded for disciplinary purposes after 12 months.

- **Final Written Warning**

If the offence is more serious or if conduct or performance does not improve during the timescale of a prior warning (verbal and/or first written), a final written warning may be given to the employee (see section 'written confirmation of decision' below). It will also warn that failure to improve may lead to dismissal. A copy of the written warning will be kept on the employee's personnel file but will be disregarded for disciplinary purposes after 12 months.

- **Dismissal**

If the offence committed is more serious (for example gross misconduct) or if there is a failure to improve performance or conduct following a previous warning, the Company may decide to dismiss the employee (with or without notice). The Company may consult external Legal advice before proceeding with dismissal. The decision to dismiss will be confirmed in writing (see section 'written confirmation of decision' below).

Alternatives to Dismissal

There may be occasions when due to the nature of the conduct, or extenuating circumstances, employees may be demoted, transferred and/or suspended without pay for up to 10 working days as an alternative to dismissal. This is at the Manager's discretion and in such cases the employee will also be placed on a final written warning. Where the Company considers these sanctions appropriate the employee's written agreement to accept the sanction as an alternative to dismissal must be obtained.

- **Summary Dismissal:**

The Company reserves the right in appropriate cases to dismiss an employee without notice or payment in lieu of notice prior to termination for gross misconduct.

Misconduct

Gross Misconduct

This covers any deliberate act or omission committed by an employee, which is detrimental to the good conduct of the business. Examples of acts or omissions that constitute Gross Misconduct and may result in summary dismissal (i.e. immediate dismissal without notice or pay in lieu of notice), include but are not limited to:

- Theft
- Fraud
- Insubordination
- Serious violation of environmental, health, safety and hygiene rules
- Loss of or damage to Company property or that of customers, suppliers or other employees
- Fighting, threatening behaviour or physical violence
- A serious violation of e-mail, Internet or telephone usage
- Harassment or bullying, including on the grounds of sex, age, race, disability or any other legally protected characteristic
- Falsification of Company documents (including time sheets, clocking records and expenses)
- Being under the influence of alcohol whilst at work

- Being under the influence of, or in possession of, illegal drugs whilst at work
- Violation of the Company's Equality & Diversity Policy
- A serious conflict of interest with the Business activity
- Serious negligence which causes or might cause unacceptable loss, damage or injury
- A serious breach of the Company's Ethics and Business Conduct
- Serious disregard of customers' site rules and safety regulations
- The use of unauthorised computer software on Company hardware or the extraction of files and/or other information from a Company database for any use other than Company business
- Breach of trust and confidence
- Being convicted of a criminal offence which is liable to adversely affect the relationship between the Company and the employee or the reputation of the Company

General Misconduct

General misconduct includes matters related to unsatisfactory performance (where this is not covered under the Performance Management procedure), timekeeping or attendance.

General misconduct offences generally do not warrant dismissal on the first occasion, other than in the most exceptional circumstances. In most instances, general misconduct offences would normally lead to a formal warning. However, repeated instances of general misconduct can result in dismissal.

The following are examples of acts or omissions, which constitute general misconduct; this list is not exhaustive:

- Violation of environmental, health, safety and hygiene rules
- Misuse of Company e-mail, Internet or telephone
- A conflict of interest with the activity of the Company
- A breach of the Company's Ethics and Business Conduct
- A disregard of customers' site rules and safety regulations
- Misuse/lack of care of Company and/or Customer provided equipment
- Unacceptable standard of job performance
- Unacceptable timekeeping
- Unauthorised absence
- Persistent absence
- Misuse of Company or other employees' property
- Poor upkeep of company vehicles or equipment
- Failure to complete documentation in a timely manner.
- Failure to follow established policies and procedures.
- Failure to comply with a reasonable order, instruction or contractual requirement

Written confirmation of decision

In all circumstances, when a decision is made, the following information will be given to the employee in writing, with a copy for the employee file:

- Whether or not there will be disciplinary action
- The level of disciplinary action
- The areas of concern
- The standards of performance/conduct to be achieved
- The timescales for improvement
- The period of review
- The period during which any warning will remain “live”
- The potential consequences should conduct/performance not reach the required standard
- The right of appeal
- Any other relevant information
- In cases of dismissal, the employee will be advised of the date on which their employment will end

Appeals

If an employee wishes to appeal against a disciplinary decision (including dismissal for gross misconduct), he or she should do so in writing to the next level of management within 5 days of receiving the written reasons for the disciplinary/dismissal decision. An appeal meeting will be arranged within 5 working days of receipt of appeal from the employee, or at a mutually agreed time and date. At the appeal meeting the employee may be accompanied by a work colleague or an appropriately qualified Trade Union representative. At this meeting, any disciplinary penalty imposed will be reviewed and ultimately a final decision will be made and notified to the employee in writing after the meeting. There is no further right of appeal.

PERFORMANCE MANAGEMENT POLICY

The aim of the Performance Management Policy is to encourage and assist employees to improve their performance. Accordingly, the Performance Management Policy provides a fair and effective procedure to enable management to respond to unsatisfactory performance, whilst ensuring that the necessary level of performance is achieved and the consequences of not doing so are clear.

The Company reserves the right not to apply its Performance Management procedures to employees with less than 12 months' service.

Procedure

Where performance falls below required standards, this will be addressed promptly and supportively using the Performance Management Policy. However, where it is felt that an employee is capable of satisfactory work and fails to exercise their skills or abilities, this may be viewed as misconduct and will be dealt with under the Company's Disciplinary Policy.

There is an informal and formal process to the procedure. The formal process consists of 3 stages, detailed below. In most cases, the stages will be applied sequentially; however, it may be appropriate to skip stages or extend the length of the warning. In addition, the company reserves the right to suspend an employee on paid leave where appropriate. For example, where continued work presents a risk to the Company or the employee.

Informal Process

Prior to any discussion with the employee, the Manager should identify the areas of unsatisfactory performance, including collating appropriate evidence to demonstrate the performance issue.

The Manager will conduct an initial discussion with the employee at the earliest opportunity highlighting the specific performance gap with examples. This meeting should be supportive and the Manager will listen to any explanations or statements made by the employee including any mitigating factors.

If a sufficient explanation is not evident then the Manager will agree a Performance Improvement Plan (PIP) with the employee including short-term measurable objectives. Consideration will also be given to providing relevant guidance, support, coaching and the provision of any training and development requirements needed to help the employee to reach the required standards. The PIP will clearly define the improvements required along with timescales (typically 4 weeks) for achieving the improvements, and these will be regularly reviewed with the employee.

A copy of the PIP will be issued to the employee and a copy retained by the Manager. The Manager will inform the employee that failure to meet the required performance standard may result in progression to the formal process.

After the agreed review period, the Manager will advise the employee of the outcome of the PIP. If the employee has met the required performance standards no further action will be taken and the PIP will have been completed. If the employee has failed to achieve the required standards of performance the Manager will advise the employee that they will move to the Formal Stages of the Policy.

Formal Process

The employee may be accompanied by a work colleague or a Trade Union representative at all stages of the Formal Process.

Where the employee or their representative is not available on the originally scheduled date, the employee may request an alternative date and time, not more than five working days after the original date.

Should the employee fail to attend the second meeting without sufficient reason, the meeting will be held in their absence.

Throughout the formal stage the Manager will continue to support the employee, ensuring the provision of relevant guidance, support, coaching, training and development needed to help the employee reach the required standards.

Stage 1

The employee will be advised in writing that they are in the Formal Process of the procedure and will be invited to a meeting to review and implement the PIP and set the review period.

The purpose of the meeting is to review and implement the PIP, specifically:

- Prior performance against objectives
- Current performance gaps
- Support given and support required

At the end of the review period the employee will be invited in writing to a formal review meeting. They will be provided with any supporting evidence or statements prior to the meeting taking place

Once all the facts have been disclosed and discussed at the meeting and the employee has been given the opportunity to state their case, the Manager will adjourn the meeting to consider the decision. The meeting will be reconvened and the Manager will communicate the decision, which will be confirmed in writing. A copy will be placed on the employee's file.

If the required performance has been met no further formal action will be taken, monthly informal monitoring and support will continue.

If the required Performance Improvement has not been met, the Manager will issue a First Improvement Notice which will remain live for 12 months. The employee will be advised that they will continue in the formal stages of the process and a stage 2 PIP will be implemented.

Stage 2

At the end of the review period the employee will be invited, in writing to a stage 2 formal review meeting. They will be provided with any supporting evidence or statements prior to the meeting taking place.

Once all the facts have been disclosed and discussed at the meeting and the employee has been given the opportunity to state their case, the Manager will adjourn the meeting to consider the decision. The meeting will be reconvened and the Manager will communicate the decision, which will be confirmed in writing. A copy will be placed on the employee's file.

If the required performance has been met no further formal action will be taken, monthly informal monitoring and support will continue. Should a performance issue be identified within the active warning period (e.g. 12 months from date of first improvement notice) then the formal process will reconvene at this stage.

If the required performance improvement has not been met the Manager will issue a Final Improvement Notice which will remain live for 12 months. The employee will be advised that they will continue in the formal stages of the process and a stage 3 PIP will be implemented.

Stage 3

At the end of the review period the employee will be invited in writing to a stage 3 formal review meeting. They will be provided with any supporting evidence or statements prior to the meeting taking place

Once all the facts have been disclosed and discussed at the meeting and the employee has been given the opportunity to state their case, the Manager will adjourn the meeting to consider the decision. The meeting will be reconvened and the Manager will communicate the decision, which will be confirmed in writing. A copy will be placed on the employee's file.

If the required performance has been met, no further formal action will be taken, monthly informal monitoring and support will continue. Should a performance issue be identified within the active warning period (e.g. 12 months from date of final improvement notice) then the formal process will reconvene at this stage.

If the required Performance Improvement has not been met the employee will be dismissed with notice (or with pay in lieu of notice, if permitted by the employee's contract). The employee will receive written reasons for dismissal, and confirmation of the date on which employment will end.

Alternatives to Dismissal

There may be occasions, when due to the nature of the circumstances, employees may be transferred or demoted as an alternative to dismissal.

Mitigating Circumstances

Consideration will be given at all stages of the process to any mitigating factors provided by the employee that could have impacted on performance

Right of Appeal

The employee has the right to appeal against any decision taken during the formal stages of the process, including dismissal. The appeal must be submitted:

- In writing clearly stating the grounds for appeal
- Within 5 working days of receiving written confirmation of the outcome
- To the appointed person

An appeal meeting will be arranged without unreasonable delay at a mutually agreed time and date. The appeal meeting will be chaired by a Manager with no previous involvement in the formal stages.

At the appeal meeting the employee may be accompanied by a work colleague or a Trade Union representative. At this meeting, any sanction imposed will be reviewed and ultimately a final decision will be made and notified to the employee in writing within 5 working days of the meeting. There is no further right of appeal.

EQUALITY & DIVERSITY POLICY

Smart 1 Recruitment is committed to eliminating discrimination and encouraging diversity amongst our workforce. This applies not only to our internal recruitment but also the recruitment on behalf of our clients for all temporary and permanent workers.

The purpose of this policy is to provide equality and fairness for all in our employment, whether that be internally at Smart 1 or out on placement for one of our clients, and not to discriminate on grounds of gender, gender reassignment, marital status (including civil partnerships), race, ethnic origin, colour, nationality, national origin, disability, sexual orientation, religion or age. We oppose all forms of unlawful and unfair discrimination.

All employees, whether part-time, full-time or temporary, will be treated fairly and with respect. Selection for employment, placement, promotion, training or any other benefit will be on the basis of aptitude and ability. All employees will be helped and encouraged to develop their full potential and the talents and resources of the workforce will be fully utilised to maximise the efficiency of the organisation.

Our commitment:

- To select temporary or permanent workers based on suitability for the position, and not to discriminate based on gender, gender reassignment, marital status (including civil partnerships), race, ethnic origin, colour, nationality, national origin, disability, sexual orientation, religion or age.
- To create an environment in which individual differences and the contributions of all our staff are recognised and valued.
- Every employee is entitled to a working environment that promotes dignity and respect to all. No form of intimidation, bullying or harassment will be tolerated.
- Training, development and progression opportunities are available to all staff.
- Equality in the workplace is good management practice and makes sound business sense.
- We will review all our employment practices and procedures to ensure fairness.
- Breaches of our equality policy will be regarded as misconduct and could lead to disciplinary proceedings.

This policy is fully supported by senior management and has been agreed with trade unions and/or employee representatives and will be monitored and reviewed annually.

MATERNITY POLICY

This Policy is to clarify employees' rights regarding maternity leave and associated pay and benefits; to provide guidance to Managers and employees on the procedures to be followed in order to take such leave. This policy does is non-contractual and may be amended by the Company from time to time.

Definitions

PARENT:

One of two people who will share the main responsibility for the child's upbringing. This may be the mother, the father, or the mother's partner if not the father.

PARTNER:

Spouse, civil partner or someone living with another person in an enduring family relationship, but not a sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

QUALIFYING WEEK:

The 15th week before the baby is due; or

- for UK adoptions, the week in which the adopter is matched with the child; or
- for overseas adoptions, the date the child enters the UK for the purposes of adoption

Eligibility

COMPULSORY MATERNITY LEAVE

All pregnant employees must take Compulsory Maternity Leave of 2 weeks (4 weeks for factory workers) from the date of childbirth. This period counts towards Ordinary Maternity Leave (OML).

ORDINARY MATERNITY LEAVE (OML)

All employees are entitled to 26 weeks of OML.

ADDITIONAL MATERNITY LEAVE (AML)

All employees are entitled to 26 weeks of Additional Maternity Leave (AML) which directly follows OML (a total of 52 weeks' leave).

Notification Procedure

The employee must give written notice to her Manager, no later than the end of the Qualifying Week, confirming:

- That she is pregnant
- The Expected Week of Confinement (EWC)
- The date she would like to start her maternity leave
- The employee must also provide a copy of her MATB1 Certificate to her Manager. An employee will be able to change her mind about when she wants to start her leave providing she writes to her Manager at least 28 days in advance (unless this is not reasonably practicable).

Managers should file a copy of the employee's notice to take Maternity Leave and MATB1 certificate and write to the employee within 28 days confirming the details of her leave and the terms that apply during that period.

Whilst employees are only required to advise the Company of their pregnancy no later than the end of the Qualifying Week, earlier notification would assist with managing cover during the employee's absence as well as ensuring that a maternity-related risk assessment is conducted with the employee at the earliest opportunity.

COMMENCING LEAVE

The employee may commence leave at any time up until the date of childbirth, but no earlier than the beginning of the 11th week before the EWC (unless the baby is born prematurely).

An employee's maternity leave starts automatically, regardless of the agreed date if:

- the baby is born prematurely; or
- the mother is absent from work as a result of a pregnancy related illness at any time during the 4 weeks before the start of her EWC

MATERNITY PAY

In order to be eligible for Statutory Maternity Pay (SMP) the employee must:

- have been continuously employed by Smart1 Recruitment for at least 26 weeks up to any day in the Qualifying Week
- be pregnant (or have already given birth) at the 11th week before the EWC and have provided a MATB1 form which certifies pregnancy and specifies the EWC
- have given written notice of the date she wants OML to commence (subject to any earlier triggers due to pregnancy related absence in the 4 weeks before EWC)
- have average weekly earnings above the National Insurance Lower Earnings Limit

If the employee fulfils the eligibility criteria above, she will receive up to 39 weeks' SMP, usually as follows:

- The first 6 weeks: paid at the higher rate of 90% of average gross earnings during the 8 weeks immediately prior to the Qualifying Week
- The remaining 33 weeks at SMP rates in force at the time of leave or 90% of the employee's average earnings (whichever is lower)

NB: The rate of SMP is set by the Government and reviewed each April.

If the employee does not fulfil the criteria above, the Company will not pay SMP to the employee. She will be responsible for claiming any Maternity Allowance benefit to which she may be entitled via Job Centre Plus. The Company will complete form SMP1 provided by the employee. The employee will need this form and her MATB1 certificate in order to claim her benefit entitlement. See DirectGov website for further guidance.

Employees with 2 years' Service or Longer

All payments are made on a monthly basis via normal payroll, and are treated as earnings and therefore subject to PAYE and National Insurance deductions.

If an employee returns to work before taking 39 weeks' Maternity Leave, maternity pay ceases.

BENEFITS DURING LEAVE

Holidays

Holiday entitlement continues to accrue throughout the leave period.

Holiday entitlement for the year in which leave occurs may be taken directly before or following leave, or booked upon return in accordance with local holiday policy.

Holidays accrued prior to any period of leave must be taken before the end of the holiday year or forfeited.

Holidays accrued during any period of leave must be taken within 12 months of return to work or forfeited.

As Leave must be taken in one continuous period, it will cease upon commencement of holiday. Payment may only be made in lieu of untaken holidays if the employee decides not to return to work following leave, and resigns from her position.

Pensions (effective October 2017)

The employee retains continuous employment and pensionable service throughout the leave period. Accrual of pension benefits will continue regardless of the amount of pay received.

Pension contributions will be deducted at the relevant contribution rate on the payments the employee actually receives during the leave period unless she requests any changes to this via the online Benefits system.

Sickness

Employees are not eligible for Statutory Sick Pay during Maternity Leave.

All other contractual benefits (with the exception of pay, which is outlined above) continue to accrue throughout the leave period.

ANTENATAL CARE

The employee is entitled to time off for antenatal care, which may include relaxation or parent craft classes as well as medical examinations recommended by a registered medical practitioner, registered midwife or registered health visitor.

The employee must be prepared to show on request:

- a certification from a registered medical practitioner, registered midwife or registered health visitor confirming that she is pregnant: and
- an appointment card or other document showing that an appointment has been made
- Providing that the above process is adhered to, the employee will be paid her normal rate of pay when absent from work for Antenatal appointments.

SPECIAL CIRCUMSTANCES

If an employee has her baby prematurely before the start of her intended leave, maternity leave will commence from this date. Statutory Maternity Pay is payable from that date for a period of 39 weeks or until return to work if this is earlier.

If the birth occurs before a Maternity Certificate (MATB1) has been provided, medical evidence of the date the baby was born should be provided within 21 days.

If the baby is born after the EWC, the maternity pay period is not affected.

In the unfortunate event of a miscarriage, or the baby being stillborn before the 25th week of pregnancy (i.e. earlier than the 16th week before the EWC) the employee is no longer eligible for Maternity Leave or Pay, but may claim Sick Leave and Pay if eligible.

If stillbirth occurs in the 25th week of pregnancy or later, or the employee gives birth to a baby who later dies, (known as neo-natal death) she would be entitled to Maternity Leave, Pay and benefits, as if the baby had survived.

If twin or multiple births occur, the employee is only entitled to receive one period of leave and one Maternity Payment for the 39 week period.

KEEPING IN TOUCH DAYS

If both the employee and the Company are in agreement, the employee may carry out up to 10 days' work during leave. These are known as 'Keeping in Touch (KIT) days'.

These days are not limited to an employee's usual job; they could be used for training or other events. The arrangements must be agreed in advance with the Manager before any work is carried out. A daily rate will be paid for any KIT days worked and will be agreed between the Company and the employee in advance. This daily rate will be calculated based on the employee's average salary in the 26 weeks prior to the commencement of leave. Payments for KIT days will be made to the employee on return to her work.

REASONABLE CONTACT

Reasonable contact is regarded as distinct from KIT days and is designed to enhance communication between employer and employee during leave.

The Manager and employee should agree prior to the leave start date, what is reasonable contact, e.g. emails and telephone updates and how frequently.

RETURN TO WORK

Following any period of Maternity Leave, the employee has the right to return to work, regardless of length of service or hours of work, provided that the correct notification has been given.

Employees returning from OML will return to their original position.

Employees returning from AML; or from a period of parental leave of 4 weeks or more, which has followed maternity leave, will return to their original position wherever possible, although if this is not practicable an equivalent position will be sought. In such cases the employee's terms and conditions of employment will not be less favourable than before Maternity Leave commenced.

An employee who wants to return to work before the planned end of her Maternity Leave will need to give 8 weeks' notice in writing of the date she wants to return to work.

The Manager must ensure that on the employee's return from Maternity Leave, all correct payments are reinstated. This should include any vacation and/or bank holidays and KIT days to be paid.

Any request for a change in working hours upon return to work should be made at the earliest opportunity.

If an employee does not return to work following Leave, the Manager must follow the normal procedure for resignations. The employee must provide notice in accordance with her contract of employment. Any employee not returning to work, and not having given notice, will be treated as having taken unauthorised absence.

SHARED PARENTAL LEAVE

For parents of babies due on or after 5 April 2015, Additional Paternity Leave is replaced with Shared Parental Leave (ShPL); whereby the mother can choose to curtail her maternity leave and share remaining entitlement to leave (and statutory pay) with her partner.

Parents may take up to 52 weeks' leave in total, at the same or different times, following the birth; provided that they have at least 26 weeks' continuous employment by the end of the Qualifying Week, and must still be employed in the week before the leave is to be taken.

The maximum amount of ShPL available is 50 weeks ShPL or 48 weeks where the mother is a factory worker, less the weeks spent by the child's mother on leave.

Mothers cannot start ShPL until after the compulsory maternity leave period.

SHARED PARENTAL LEAVE POLICY

For employees who have less than 2 years' but more than 26 weeks' continuous service with the Company and have average weekly earnings above the National Insurance Lower Earnings Limit at the end of the Qualifying Week, and provided that the employee:

- is the child's mother, and shares the main responsibility for the care of the child with the child's father (or partner);
- is the child's primary adopter, and shares the main responsibility for the care of the child with the partner;
- is the child's father and shares the main responsibility for the care of the child with the child's mother; or
- is the mother's partner and shares the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother)

AND

- the other parent has worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks

AND

- both parents have given the necessary statutory notices and declarations as explained below, including notice to end any maternity/adoption leave, statutory maternity pay (SMP), statutory adoption pay (SAP) or maternity allowance (MA) periods;

the employee will be entitled to ShPL, paid at the lesser of 90% of average weekly earnings or Statutory rates in force at the time of leave, for any remaining weeks of paid ShPL (maximum of 37 weeks or 35 weeks where the mother is a factory worker).

All payments are made on a monthly basis via normal payroll, and treated as earnings and therefore subject to PAYE and National Insurance deductions.

Employees who have less than 26 weeks' continuous service with the Company at the end of the Qualifying Week are **not** entitled to ShPL or ShPP.

NOTIFICATION

In order to take ShPL, the employee must provide an opt-in notice, at least 8 weeks before the intended start date. Please ask your Manager for a form.

ENDING MATERNITY/ADOPTION LEAVE TO TAKE ShPL

Mothers

The child's mother must give us at least 8 weeks' written notice to end maternity leave (a curtailment notice) before she can take ShPL, having taken at least Compulsory Maternity Leave (see above).

The curtailment notice may be provided before or following the birth and must state the date maternity leave will end as well as notice to opt into the ShPL scheme or a written declaration that

the child's father or mother's partner has given his or her employer an opt-in notice and that the mother has given the necessary declarations in that notice.

The other parent may be eligible to take ShPL from their employer before the maternity leave ends, provided the mother has given the curtailment notice.

The curtailment notice is usually binding and cannot be revoked unless maternity leave has not yet ended and one of the following applies:

- the mother realises that neither she nor the other parent are in fact eligible for ShPL or ShPP
 - in this case, notice can be revoked in writing up to 8 weeks after it was given;
- if the notice was given before giving birth
 - in this case, notice can be revoked in writing up to 8 weeks after it was given, or up to 6 weeks after birth, whichever is later; or
- if the other parent has died

Once a curtailment notice is revoked, it cannot be resubmitted, unless the revocation was given in the circumstances described above.

Adopters

The adopter must give us at least 8 weeks' written notice to end Adoption Leave (a curtailment notice) before he/she can take ShPL, having taken at least 2 weeks Adoption Leave.

The curtailment notice may be provided before or following the adoption and must state the date Adoption Leave will end as well as notice to opt into the ShPL scheme or a written declaration that the adopter's partner has given his or her employer an opt-in notice and that the adopter has given the necessary declarations in that notice.

The other parent may be eligible to take ShPL from their employer before the Adoption Leave ends, provided the adopter has given the curtailment notice.

The curtailment notice is usually binding and cannot be revoked unless Adoption Leave has not yet ended and one of the following applies:

- the adopter realises that neither she nor the other adopter are in fact eligible for ShPL or ShPP
 - in this case, notice can be revoked in writing up to 8 weeks after it was given;
- if the notice was given before giving adoption
 - in this case, notice can be revoked in writing up to 8 weeks after it was given, or up to 6 weeks after adoption, whichever is later; or
- if the other adopter has died

Once a curtailment notice is revoked, it cannot be resubmitted, unless the revocation was given in the circumstances described above.

The above entitlements also apply to intended parents in a surrogacy arrangement where the intended parents are applying for a parental order and are eligible for adoption leave and pay.

Fathers/Partners

The child's father or the mother's/adopter's partner will only be able to take ShPL once the mother/adopter has either:

- returned to work;
- given their employer a curtailment notice to end maternity/adoption leave;
- given their employer a curtailment notice to end her SMP/SAP (if she is entitled to SMP/SAP but not maternity/adoption leave); or
- given a curtailment notice to the benefits office to end her MA (if she is not entitled to maternity leave or SMP)

The following must also be provided on request:

- A copy of the birth certificate (or a signed declaration of the child's date and place of birth/one or more documents from the adoption agency showing the agency's name and address and the expected placement date; and the name and address of the other parent's employer (or a declaration that he/she has no employer)

Up to three separate notices to take shared parental leave may be submitted.

In general, a period of leave notice should set out a single continuous block of leave.

SPL can only be taken in complete weeks.

Discontinuous Leave

We may, in some cases, be willing to consider a period of leave notice where the ShPL is split into shorter periods (of at least a week) with periods of work in between (e.g. the employee may request to work every other week for a short period; this is classed as discontinuous leave. Discontinuous leave in a single notice can only be taken with agreement from the Company; requests for discontinuous leave should be discussed with the Manager in advance of submitting any formal period of leave notices. This will give us more time to consider the request and hopefully agree a pattern of leave with the employee from the start.

If we are unable to agree to a leave pattern request straight away, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, the employee will be entitled to take the full amount of requested ShPL as one continuous block, starting on the start date given in the original notice. There is no requirement for the Company to give reasons for refusing discontinuous leave.

Alternatively, the employee may:

- choose a new start date (which must be at least 8 weeks after the original period of leave notice was given), and tell us within 5 days of the end of the two-week discussion period; or
- withdraw the period of leave notice within 2 days of the end of the two-week discussion period (in which case it will not be counted and the employee may submit a new one)

CHANGING DATES OR CANCELLING SHPL

To cancel or change a period of leave the employee must notify us in writing at least 8 weeks before the originally requested start date and before any new start date; unless

- the child has been born earlier than the EWC; or
- the child is placed with you earlier or later than the expected placement date

In such cases we require notification in writing of the change as soon as possible.

A notice to cancel or change a period of leave will count as one of the three allowable period of leave notices, unless:

- the variation is a result of the child being born earlier or later than the EWC;
- the variation is at our request; or
- we agree otherwise

BENEFITS DURING LEAVE

Holidays

Holiday entitlement continues to accrue throughout the leave period.

Holiday entitlement for the year in which leave occurs may be taken directly before or following leave, or booked upon return in accordance with local holiday policy.

Holidays accrued prior to any period of leave must be taken before the end of the holiday year or forfeited.

Holidays accrued during any period of leave must be taken within 12 months of return to work or forfeited.

As Leave must be taken in one continuous period, it will cease upon commencement of holiday.

Payment may only be made in lieu of untaken holidays if the employee decides not to return to work following leave, and resigns from their position.

Pensions (effective October 2017)

The employee retains continuous employment and pensionable service throughout the leave period. Accrual of pension benefits will continue regardless of the amount of pay received.

Pension contributions will be deducted at the relevant contribution rate on the payments the employee actually receives during the leave period.

Sickness

Employees are not eligible for Statutory Sick Pay during Leave.

All other contractual benefits (with the exception of pay, which is outlined above) continue to accrue throughout the leave period.

ANTENATAL CARE

An employee, who has a qualifying relationship with an expectant mother, is entitled to unpaid time off to attend two appointments of up to 6.5 hours' duration, for antenatal care, which may include relaxation or parent craft classes as well as medical examinations recommended by a registered medical practitioner, registered midwife or registered health visitor.

The employee must be prepared to show on request:

- a certification from a registered medical practitioner, registered midwife or registered health visitor confirming the mother's pregnancy; and
- an appointment card or other document showing that an appointment has been made

ADOPTION APPOINTMENTS

An employee, who has a qualifying relationship with a primary adopter, may attend up to 2 unpaid appointments, prior to the child (or children) being placed.

The employee must be prepared to show on request: a signed declaration confirming that the request for time off is connected to the adoption; plus a document showing the date and time of the appointment and that it has been arranged by, or at the request of, the adoption agency.

SPECIAL CIRCUMSTANCES

If twin or multiple births occur, the employee is only entitled to receive one period of leave.

In the unfortunate event of a miscarriage, the baby being stillborn, neo-natal death, or in the case of an adopted child, death or a disrupted placement, eligibility to request for Shared Parental Leave ceases. In these circumstances:

- Employees who have not yet served notice to take leave, will no longer be eligible
- Employees who have served notice, or who have commenced leave, are able to:
 - take the leave (and any associated pay) as planned;
 - change the return date of the leave;
 - or cancel the leave completely

Only one variation notice may be issued.

SHARED PARENTAL LEAVE IN TOUCH DAYS

If both the employee and the Company are in agreement, the employee may carry out up to 20 days' work during leave. These are known as 'Shared Parental Leave in Touch (SPLIT) days'. This is in addition to any 'Keeping in Touch' (KIT) days taken during maternity/adoption leave.

These days are not limited to an employee's usual job; they could be used for training or other events. The arrangements must be agreed in advance with the Directors of Smart 1 Recruitment before any work is carried out. There will be no additional payments made for SPLIT days for employees in receipt of full pay, but for those receiving statutory payments only, a daily rate will be paid for any SPLIT days worked. This daily rate will be calculated based on the employee's average salary in the 26 weeks prior to the commencement of leave.

It is the Manager's responsibility to ensure that payment for SPLIT days is made to the employee on their return to work.

REASONABLE CONTACT

Reasonable contact is regarded as distinct from SPLIT days and is designed to enhance communication between the Company and the employee during leave. The Manager and employee should agree prior to the leave start date, what is reasonable contact, e.g. emails and telephone updates and how frequently.

RETURN TO WORK

Employees returning from Shared Parental Leave when added to their statutory leave is 26 weeks or less will return to their original position wherever possible.

Where:

- ShPL and any maternity or paternity leave taken exceeds 26 weeks in total (whether or not taken consecutively); or
- ShPL is taken consecutively with more than four weeks of ordinary parental leave.

and it is not practicable to return the employee to their original position, an equivalent position will be sought. In such cases the employee's terms and conditions of employment will not be less favourable than before Leave commenced.

The Company must ensure on the employee's return from Leave, that the correct payments are reinstated.

Any request for a change in working hours upon return to work should be made at the earliest opportunity.

If an employee does not return to work following Shared Parental Leave, the Manager must follow the normal procedure for resignations. The employee must provide notice in accordance with their Contract of Employment/Terms of Engagement for Agency Workers. Any employee not returning to work, and not having given notice, will be treated as having taken unauthorised absence.

PARENTAL LEAVE POLICY

All UK employees are entitled to a total of 18 weeks' unpaid parental leave (time off work to look after a child's welfare) in respect of each qualifying child for whom they have responsibility.

Under the Policy the following terms apply:

- Employees must have completed one year's continuous service with an employer to qualify.
- 18 weeks of unpaid leave can be taken for qualifying children under 18 years old.
- Leave may be taken straight after the birth or adoption or following a period of maternity leave or any time up to the child's 18th Birthday
- Employees must place a request for parental leave in writing to their Manager giving at least 21 days' notice before the intended start date.
- Employees may be asked to produce their child's birth certificate when requesting leave or certificate of placement in the case of adoption.

Leave must be taken in periods of whole weeks. In the case of a child with a disability, time may be taken in shorter periods. In all cases, no more than four weeks' leave can be taken per calendar year per child. A week is based on the employee's working pattern.

Parental Leave must be taken before the child's eighteenth birthday. If the child is adopted, leave must be taken before the eighteenth birthday or the fifth anniversary of the placement if this occurs earlier.

Other than leave requested to be taken immediately after the birth or adoption, the Manager can postpone the leave for up to six months based on business requirements. If leave is refused, the business reasons will be explained clearly and alternative dates sought within six months from the original date of the leave.

Employees will have the right to return to the same job and with the exception of salary, all terms and conditions of employment continue during parental leave.

DRUG, ALCOHOL OR SUBSTANCE MISUSE POLICY

Smart1 Recruitment is committed to providing a safe working environment which includes promoting the good health and wellbeing of employees and the public. We operate a zero tolerance Policy in order to maintain a workplace free from drug, alcohol or substance misuse and its effects.

The purpose of this policy is to:

- To outline the responsibilities of both Managers and employees with regard to drug, alcohol or substance misuse and its effect within the workplace.
- To ensure that the use of any substances by any individual does not impair the safe and efficient running of the business or put at risk the health, safety or welfare of employees, contractors, customers or visitors.
- To provide guidelines to assist Managers to recognise the signs and offer the appropriate help to employees whom they suspect are experiencing problems because of a drug, alcohol or substance dependency.

Smart 1 Recruitment has responsibility for the health, safety and wellbeing of all its employees whilst they are at work and a responsibility to ensure it upholds this safe environment on client sites and for its customers.

In addition, all employees have a personal responsibility to ensure that they are able to carry out their jobs, safely operate machinery or operate critical processes and systems. This applies whilst they are at work or on work duty. Employees who carry out their jobs under the influence of drugs, alcohol or other substances can pose a risk to themselves and/or others.

Legislation

The Company has a general duty under the Health and Safety at Work Act 1974 to ensure, so far as is reasonably practicable, the health, safety and welfare of employees whilst at work. The Company also has a duty under the Management of Health and Safety at Work Regulations 1999 to assess the risks to health and safety of employees

Employees also have a legal duty under the Health and Safety at Work Act 1974 to ensure their own and others health and safety whilst at work.

Procedure

Support following self-disclosure of a substance dependency

The Company encourages any employee with a drug, alcohol or substance dependency to come forward and seek help. Early identification and treatment is essential to avoid or mitigate problems for the employee and the Company at a later date. Any employee with a dependency problem will be treated with sensitivity and dignity and will be supported in seeking help with the Management.

An employee with a drug, alcohol or substance problem will not be disciplined for the act of voluntarily requesting help with overcoming this problem. However, full participation on appropriate treatment programmes, which may include pre-treatment, treatment and follow up/aftercare activities, is expected and this does not eliminate the requirement and maintenance of satisfactory performance levels commensurate with the circumstances.

All information relating to the individual's medical condition will be kept strictly confidential and all absence for treatment and rehabilitation will be dealt with in accordance with the Company's Absence Policy.

Sale, Possession and Distribution

Any employee found to be in possession of illegal drugs or to be involved in the use, handling or distribution of them on Company /Clients premises, or when conducting Company business is liable to summary dismissal under the Disciplinary Policy.

Possession of illegal drugs or dealing in illegal drugs as defined under the Misuse of Drugs Act 1971 whilst at work may be reported to the police.

Recognising drug, alcohol or substance misuse

Where there is a reasonable suspicion that an employee is under the influence of alcohol, drugs or substances whilst on company property or on company business; or where there is reasonable belief that this has or could lead to impaired job performance, an assessment will commence.

In the first instance, the Manager should resolve any immediate risks by removing the employee from the workstation and completing an assessment with the employee. The employee will have the right to be accompanied to this meeting by a fellow employee or a trade union representative.

If following the assessment the Manager has reasonable suspicion to believe that the employee is impaired due to the use of alcohol, drugs or substances, the employee may be asked to submit to drug/alcohol testing carried out by a third party supplier with a full chain of custody.

Responsibilities - Employees

Under the Health and Safety at Work Act 1974, all employees have a responsibility to ensure their own health and safety and the health and safety of others who may be affected by their actions whilst at work.

All employees must:

- Be familiar with this policy and implications resulting from a breach of the policy whilst at work
- Seek advice from their GP or pharmacist where prescribed drugs or those bought over the counter, have clear side effects which may impair their performance at work
- Inform their Manager if taking prescription or drugs bought over the counter if these may affect work performance or endanger themselves or others
- Ensure that all prescribed medication brought into work is retained in the original labelled container.
- Raise genuine concerns about fellow employees confidentially with their Manager

An employee with a dependency to drugs, alcohol or other substances is expected to:

- In the first instance seek support from their Manager at the earliest opportunity
- Comply with any advice, treatment or counselling

Responsibilities - Directors

The Directors of Smart 1 Recruitment must ensure that:

- Employees are aware of this Policy and their responsibilities as part of the Induction Procedure
- Any suspicions that an employee has a dependency problem are raised and dealt with under the terms of this Policy at the earliest opportunity with supporting evidence.
- Any suspicions that an employee may be impaired due to the use of drugs, alcohol or substances are discussed with the employee
- Any immediate risks are resolved by removing the employee from the workstation and completing an assessment with the employee
- An employee is not at any time directly accused of being under the influence of drugs or/and alcohol
- If an employee refuses the offer of transport home and there is a suspicion that the employee may be impaired due to the use of drugs, alcohol or other substances, then a duty exists to notify the police, as an offence could be committed by a person who knowingly permits another to drive whilst impaired. The employee will be informed of this procedure beforehand.
- In the event of a contractor being impaired onsite, then the employer will be informed and will be responsible for the safe removal from company premises.
- Refer the employee for further assessment when necessary.
- Communicate medical work limitations that may be required as a result of medical assessment.
- Develop a return to work plan to monitor employees after treatment for drugs, alcohol or substance related problems.

Testing

Testing applies to all employees. The purpose of testing is to ensure that due diligence is exercised and to deter and/or detect individuals working on Company premises whilst being impaired due to drugs, alcohol or substances. Testing will take place in the following circumstances:

Reasonable Suspicion - Where it is suspected that an individual is in breach of this policy or where it is suspected that an individual is impaired due to the use of drugs, alcohol, or substances, testing may be used as part of an assessment process.

Post-Accident/Incident Testing – As part of an accident/incident investigation, testing may be carried out on those individuals involved, where possible, to determine whether or not alcohol or drugs may have been a contributory factor.

Help and Support - If an individual's performance is affected through a dependency to alcohol or drugs or where they are being supported by the Company for an alcohol, drug or substance dependency they may be required to undergo monitoring testing.

The company will use breath testing for alcohol and urine testing for drugs but reserves the right to use other approved methods of testing if necessary.

Should an employee refuse to consent or provide a sample for testing they will be suspended immediately on full pay, pending the outcome of the disciplinary hearing. The company reserves the right to treat a refusal the same as a positive result.

The employee will be suspended from work on full pay pending the outcome of the laboratory confirmation result. If the laboratory confirmation analysis result is negative, the employee will be informed accordingly and, if appropriate to do so, will return to work. If the laboratory confirmation analysis result is positive then the employee shall remain suspended from work on full pay pending the implementation of disciplinary proceedings.

GROOMING POLICY

This policy has been developed to ensure that all employees understand the importance of appropriate grooming and hygiene in the workplace or when otherwise representing Smart 1 Recruitment Limited. The standards of grooming and hygiene outlined below set forth the minimum requirements to which all employees, contract workers, and temporary staff are required to adhere to.

Smart 1 Recruitment Limited recognizes that the presentation of its employees in the workplace contributes to a professional environment and the public image that has contributed to the success of the Smart 1 Recruitment Limited. Therefore, Smart 1 Recruitment Limited. expects employees to be well-groomed and professional in appearance when coming to work or engaged in work-related tasks with customers, clients, and colleagues.

Every employee is expected to practice daily hygiene and good grooming habits as set forth in further detail below.

- Hair - Hair should be clean, combed, and neatly trimmed or arranged. Unkempt hair is not permitted. Sideburns, moustaches, and beards should be neatly trimmed. Non-traditional hair colours are not permitted.
- Make-Up - Make-up must be professional and conservative.
- Fragrance - Recognizing that employees and visitors to the workplace may have sensitivities or allergies to fragrant products, including but not limited to perfumes, colognes, fragrant body lotions or hair products, Smart 1 Recruitment Limited is a fragrance free workplace. Fragrant products that may be offensive to others should be used in moderation out of concern for others in the workplace.
- Nails - Hands and nails should be clean and conservatively manicured.
- Jewellery - Employees may wear tasteful jewellery in moderation. The size and/or number of earrings, rings, necklaces, and bracelets may be determined at the department level based on specific job functions, operational, and safety factors. Where job duties present any type of safety risk, jewellery may be prohibited or severely limited. In other areas, moderate (including size and amount) jewellery may be worn. No other visible body jewellery/body piercings may be worn while an employee is in the workplace.
- Tattoos - No visible tattoos or other body art (such as surgically implanted ball bearings, spikes, and the like) are permitted in the workplace. Exceptions may be made for employees who have small, non-offensive tattoos that cannot easily be covered by standard clothing (i.e., wrist, neck, etc.). All exceptions require the approval of Manager.
- Violations - Violations of this policy will result in discipline, up to and including termination.
- Exceptions - Employees seeking an exception from any of the above standards should speak with Smart 1 Recruitment Limited.

TRAINING & DEVELOPMENT POLICY

The Company is fully committed to ensuring that all team members possess the relevant knowledge, skills and expertise to perform their work to consistently high standards and to achieve their full potential. We recognise that the training and development of our staff is fundamental to the improvement of our operational performance and the achievement of our strategy and goals.

We therefore strive to make training and development an integral part of our operations and to follow a continuous process of appraisal, training/development and evaluation.

In accordance with the organisation's Equality and Diversity Policy, all staff are treated equally in the provision of training and development opportunities and are provided with equal access to training and development opportunities relevant to their needs.

Responsibilities

It is the responsibility of the Manager to:

- identify and consider training and development as an integral part of the business planning process
- ensure that the training and development needs of all staff are assessed and provided for in accordance with this policy;
- agree and identify appropriate and cost effective training and development solutions
- evaluate the efficiency and effectiveness of training and development
- monitor the efficiency and effectiveness of this policy

All staff are responsible for:

- identifying their own training and development needs and bringing these to the attention of their Manager
- undertaking training and development activities which will enable them to perform their work efficiently and effectively
- managing their own learning and continuous development

Training & Development Needs

Training and development will only be provided only where a need has been identified. Managers will identify the training needs of their staff (see responsibilities). Training and development needs, once identified (this also forms part of the Appraisal Scheme) will be collated centrally and priorities assessed.

All training and development activities must be approved in writing, in advance by the Directors of Smart 1 Recruitment.

Budgetary Control

The Directors will determine the annual budget available and formulate a strategy for the deployment of available resources.

Induction

All new staff will receive the appropriate induction training as part of the Company's Induction Programme. This will include the identification of appropriate training and development needs.

Health & Safety Training

All staff will be given adequate health and safety training, including information on emergency procedures, before they start work. The need for health and safety training will be reassessed on a regular basis and in particular when there has been a change in operating procedures.

Retraining and/or refresher training will be provided whenever necessary.

Evaluation

All training and development activities will be evaluated.

At organisation level, the Directors will be responsible for evaluating all training and development activities against the business strategy and goals on an annual basis, reviewing their relevance, added value and best practice.

REDUNDANCY POLICY

The security of employment is a factor of vital importance at Smart1 Recruitment. However, the Company cannot guarantee security of employment in all circumstances. Where redundancy becomes necessary, the Company will handle it in a fair and sensitive manner so as to minimise the effect on all employees.

The purpose of this policy is to:

- Provide minimum requirements for selection of and consultation with employees
- Outline the support and payments available to redundant employees
- Comply with statutory requirements in respect of all redundancy situations

Definition of Redundancy

A genuine redundancy may arise in the following circumstances:

- the Company has ceased or intends to cease to carry on business for the purposes of which the employee was employed, or
- the Company has ceased, or intends to cease, to carry on the business in the place where the employee was employed, or
- the requirements of the Company for employees to carry out work of a particular kind has ceased or diminish, or is expected to cease or diminish
- the requirements of the Company for the employees to carry out work of a particular kind, in the place where they were so employed, has ceased or diminished or are expected to cease or diminish.

Procedure

Consultation and Communication

Consultation with the affected employee(s) should begin as early as possible. The purpose of consultation is to provide an opportunity for all concerned to explore the options.

Individual Consultation

Individual consultations with affected employees are necessary for all redundancies (including those where collective consultation is also taking place). Consultation should include:

- Why and how the individual has been selected
- Possible ways of avoiding redundancies
- Possible alternative work

At a minimum, two consultation meetings should be held with the employee; however, it may be necessary to hold additional meetings, depending on the circumstances.

NB: Collective Consultation with recognised trade unions or employee representatives is only applicable where 20 or more employees are affected.

Selection Process

Where there is a 'pool' of employees to be considered for redundancy, an objective selection criteria and process should be defined.

The selection criteria will be established by the Manager before commencing the selection process. The established criteria will take into account the future needs of the business. Where applicable and in accordance with established agreements, the recognised Trades Union(s) may also be party to agreement of the selection criteria.

Managers will determine the group(s) of employees from which the selection will be made. The basis for redundancy selection will be applied consistently throughout the exercise. The selection criteria will be free from discrimination on the grounds of sex, race, disability, age, sexual orientation, religion, belief or any other legally protected status.

All employees within the 'pool' of at risk employees may be considered for redundancy. Employees with less than two years' service may be included within any group of at risk employees but would not be eligible for statutory redundancy pay if confirmed as redundant. Employees over age 65 are eligible for redundancy pay if confirmed as redundant.

Redundancy Notification Meeting

Where redundancies are unavoidable, following a full consultation process, the employee(s) will be given formal notice of redundancy. This will be followed up in writing by the Manager, with a copy to the employee's file.

Right of Appeal

All employees have the right to appeal against the redundancy decision. Appeals should be made in writing to the next level of management within 5 working days of the decision.

Alternative Employment

Whilst every effort will be made to redeploy those employees affected by redundancy to other areas of the business, this may not always be possible. Where suitable vacancies exist, the affected employees will be considered for such roles.

Trial Period:

Employees who have been redeployed as an alternative to redundancy will undergo a four week trial period to determine their suitability for the new role. During the trial period, the employee will remain eligible for redundancy. If at the end of the trial period, it is agreed that the alternative role is not reasonably suitable the employee will be eligible to receive redundancy pay, in accordance with applicable policies.

Time Off To Look For Work

Employees under notice of redundancy have the right to reasonable time off work to look for another job, or to arrange training. In order to minimise any disruption to work requirements, employees should agree on time off in advance with their Manager.

Notice & Redundancy Payments

Redundant employees will be entitled to Statutory Redundancy payments in accordance with applicable law. In addition, redundant employees will be given notice in accordance with their contractual terms of employment/engagement.

HEALTH & SAFETY POLICY (Temporary Assignment Worker)

Purpose

This Policy is designed to promote and encourage the highest standards of Health and Safety at work and sets out the Company's and the Employee's responsibility with regard to Health and Safety matters.

It is the duty of the Client and Smart 1 Recruitment to ensure as far as is reasonably practicable, the health, safety and welfare of all employees whilst at work.

Smart 1 Recruitment:

- Request all of its employees and Clients to co-operate fully both with Smart 1 Recruitment and with each other in all aspects of health and safety matters.
- Request that our Clients provide all details of Specialist Skills or qualifications, personal protective equipment, hazardous environmental information and any other health and safety information that applies to carry out each assignment.
- Will provide all employees with any such health and safety information obtained from the Client as detailed in the point above.
- Require all its employees to adhere to their Health & Safety Policy, the Clients Health & Safety Policy and any such health and safety information/instruction provided to them as detailed in the point above.

Your Responsibilities:

- In line with the UK's Health and Safety at Work Act 1974, all employees have a duty of care for their own health and safety and for others who may be affected by your actions. Employees must comply with all safety instructions, directions and procedures.
- Assess risks to your own health and safety to which you are exposed to at work. If you think that you or others may be in danger, you must stop immediately and report any unsafe working practices to the Client and to Smart 1 Recruitment.
- You must at all times work in a safe manner taking all reasonable steps to safeguard your own health and safety and that of others who may be affected by your actions.
- You must observe and adhere to this Policy, the Client's Health and Safety Policy and any additional health and safety instructions/safety information provided to you for an assignment at all times. If the Client's Health & Safety Policy is not provided as part of their induction, you must request a copy of this Policy and ensure that you have read and understood it.
- You must immediately report any incident/accident that has or may lead to an accident or injury to the Clients Health & Safety Representative or to a Senior Member of Staff. You will be required to assist in the completion of the Client's formal Incident/Accident reporting procedure.
- You must fully co-operate in any investigation that may arise from the reporting of an accident/incident.

- You must inform Smart 1 Recruitment immediately of any short-comings with regard to health and safety by the Client.
- You must wear any personal protective equipment (PPE) provided to you during the course of the assignment. You must report any defects found with this equipment immediately to the Clients Health and Safety Representative or a Senior Member of Staff. You should also inform Smart 1 Recruitment.

Our Clients:

- Must treat all Smart 1 Recruitment employees as they would their own employees for all health and safety matters and ensure that there is a safe system of work at all times.
- Must provide Smart 1 Recruitment with all details of Specialist Skills or qualifications, personal protective equipment, hazardous environmental information and any other health and safety information that applies to the employee in order to carry out each assignment.
- Must co-operate with Smart 1 Recruitment employees on all health and safety matters.
- Must provide Smart 1 Recruitments with information on health and safety risks and measures.
- Must provide in good working order all personal protective equipment (PPE) to employees as appropriate and necessary to undertake the requirements of the assignment.
- Must inform both the employee and Smart 1 Recruitment of the Company's Health and Safety Representative and names/locations of trained First Aiders.
- Make available to the employee on Day 1, a copy of their Health and Safety Policy and Fire/Evacuation procedures.
- Must record any accidents/incidents in their Accident Record Book and report to the Health & Safety Executive in line with current requirements.
- Make available to both the employee and Smart 1 Recruitment any risk assessments relating to the role already carried out or to carry out a risk assessment where this is not already available.

FIRST AID/ACCIDENT RECORDING

All accidents no matter how small i.e. even a small paper cut must be reported to the Client's Health & Safety Representative and Smart 1 Recruitment. All accidents must be recorded in the Client's Accident Book. If you have an accident whilst on the Client's site, you should be assessed by a member of the Client's trained First Aider team.

FIRE/EVACUATION

You must ensure that you are provided with the Client's Evacuation procedure on Day 1 of each assignment. Ensure that you are aware of the following:

- All Fire Exits
- Your designed Assembly Point and Procedure
- How to raise the alarm – location of call points
- The location of fire extinguishers and how to use them where appropriate

- Any weekly testing of the Client's alarm system

During the course of your assignment you must ensure that you do not render any fire escape or fire escape route at the Client's site unavailable for emergency use. Do not cause any obstruction to fire exit doors, staircases, passages, walkways, entrances or any other area marked "keep clear".

ERGONOMICS

If using Computer equipment or sitting at a desk for a prolonged period of time during an assignment the employee should ensure that they are sitting correctly and that the distance of the screen and keyboard, height of the chair, brightness of the computer screen are all adjusted so as not to cause any health and safety issues to the employee. If an employee has any concerns with the ergonomics of the work station they must inform the Client's Health & Safety Representative and Smart 1 Recruitment. A Display Screen Equipment Assessment may need to be performed in some instances.

MANUAL HANDLING

During the course of an assignment for a Client, there may be a requirement for manual handling. Always use any lifting equipment provided by the Client, however, where this is not available, always visually assess the load before attempting to lift. If help will be required, inform the Client immediately and do not continue until help is available.

Smart 1 Recruitment has created a Manual Handling Guide for all employees which is attached to this Policy in Appendix 1. Please read this document carefully before commencing an assignment. If in any doubt always seek help first.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE is required during most assignments. PPE required for each assignment will be confirmed during the client Induction.

Smart 1 Recruitment will provide you with High Visibility Vests and Safety Shoes. Should they not be returned at the end of the assignment, the Company reserve the right to deduct the cost of any items supplied from any monies owing.

The Client will supply all other PPE required for each assignment. It is mandatory to wear any PPE given to you for a task and if not worn will be considered a disciplinary matter and may be subject to disciplinary action. All PPE provided must be treated with care and retained in good working order. If you are provided with any PPE that you believe is in an unusable condition or not fit for purpose you must report this to the Client or to Smart 1 Recruitment immediately.

FOOD HYGIENE

If an assignment for a Client involves the handling of or dealing with food products, it is vitally important that the employee:

- Wears clean protective equipment/clothing i.e. hat, gloves, overalls and any other equipment deemed necessary by the Client

- Follows the Client's strict Hygiene rules when dealing with food
- Does not wear Jewellery – wearing of jewellery may not be permitted whilst on assignments where handling food is involved
- Ensures that any personal food consumption is done so in a designated eating area and does not take place in the vicinity of the food preparation area.
- Does not cough or Sneeze over food
- Does not lick their fingers when handling wrapped materials
- Ensure that Hair and fingernails are kept clean (Nail Varnish may not be allowed)
- Reports to the Client and Smart 1 Recruitment if during the course of the assignment that they are suffering from illness, particularly vomiting, skin complaints, cuts
- Covers any cuts with an easily distinguishable waterproof plaster/covering
- Ensures that foods are handled as little as possible
- Ensures that raw food product does not come into contact with cooked food product
- Ensures that they do not use the same work surface or equipment for raw and cooked food products
- Must keep food containers off the floor
- Must keep food away from contamination

The employee must wash their hands thoroughly with soap and water:

- Before starting work
- After every break time
- After visiting the toilet
- After coughing into your hands
- Before and after handling cooked meat
- After eating, drinking or smoking
- After carrying out any cleaning

All health and safety requirements relating to the handling of food will be given to the Employee by the Client on Day 1 as per of their Induction. If the employee is in any doubt, they should contact the Client's Health and Safety Representation and Smart 1 Recruitment.

ELECTRICITY

The 2 main risks from electricity are:

- Electric shocks
- Fire

The risk of electrical shocks and electrical fires can be reduced by following the points below:

- Not overloading electrical sockets
- Keeping electrical equipment well maintained and reporting any damaged equipment to the Client ensuring it is not used.
- Not endeavouring to repair or make adjustments to electrical equipment whilst it is switched on or connected to the mains supply or if you are not qualified to do so

- Not touching any electrical switches, sockets or equipment with wet hands and not placing any liquids close to electrical equipment which could be spilt

SUBSTANCES HAZARDOUS TO HEALTH

Where an employee is required to use a Substance considered hazardous to health during the course of the assignment, the Client must provide the employee with all relevant hazardous information and the relevant personal protective equipment in full working order. The Client must share with the employee their Policy with regard to Control of Substances Hazardous to Health Policy (COSHH).

Substances hazardous to health include:

- Chemicals
- products containing chemicals
- fumes
- dusts
- vapours
- mists
- nanotechnology
- gases and asphyxiating gases
- biological agents (germs) - If the packaging has any of the hazard symbols then it is classed as a hazardous substance
- germs that cause diseases such as leptospirosis or legionnaires disease and germs used in laboratories

FURTHER ASSISTANCE

This Policy is intended to cover the key matters of health and safety, however, if you have any questions or concerns please speak with Smart 1 Recruitment and the Client immediately.

DISCLOSURE OF CRIMINAL CONVICTIONS POLICY

Candidate's Obligations

If you are registering with an agency for temporary work where the agency will be paying your wages, then legally, you will need to disclose details of your criminal record if you are asked. You should only disclose unspent convictions unless the jobs you are applying for are exempt from the Rehabilitation of Offenders Act. For further information, please ask your Recruitment Advisor.

The more information you give to an agency about yourself, the quicker and easier it will be for them to find you a suitable position. This means that the agency won't put you forward for jobs which you would not be suitable for (for example jobs with organisations who have a blanket ban on recruiting people with an unspent conviction if yours is currently unspent).

Recruitment Agencies and Criminal Record Checks

The majority of agencies who are looking to place people in jobs covered by the Rehabilitation of Offenders Act, will not carry out basic criminal record checks. If they are required, they will usually be undertaken by the employer when you are offered the job. Smart 1 Recruitment expects you to be honest when completing disclosure of unspent convictions when registering but will carry out basic criminal records checks if it is felt necessary dependent upon the nature of the role for which you are applying.

Agencies that recruit for care work/teaching jobs etc. (especially for temporary work) will apply for Disclosure and Barring Service checks for all applicants. Many agencies will immediately reject anybody who does not have a 'clean' DBS certificate, irrespective of whether the offence is relevant or not. Having a criminal record will not, in most cases, stop you from doing this type of work. However, you may have more success by applying to these employers directly. You may be asked by an agency to provide them with a copy of your DBS certificate, as this is one of their 'standard registration requirements'.

If your conviction is spent and you are not looking to work in a job which is exempt from the ROA, then you are within your rights to inform the agency that you only wish to apply for jobs which are covered by the Rehabilitation of Offenders Act and which, potentially, only require a basic criminal record check.

Recruitment Advisor's Obligations to Client

If the job is covered by the Rehabilitation of Offenders Act, candidates only have to disclose unspent convictions. In the interests of our duty of care to clients we will disclose this information to them if it is deemed fair and lawful to do so and complies with current legislation governing sharing of information under Data Protection laws.

If the job is not covered by the Rehabilitation of Offenders Act Smart 1 Recruitment can carry out a standard or enhanced check and the candidate only has to disclose cautions and convictions that are not yet filtered.

For details of roles covered by the Rehabilitation of Offenders Act please follow link as below:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/299916/rehabilitation-of-offenders-guidance.pdf

As a third party agent introducing a candidate to a client, it is our duty to protect the candidate's rights to privacy as defined in Data Protection policy and legislation, however we also have a duty of care to clients and will disclose information lawfully and fairly if deemed necessary.

Recruitment Advisor's Obligations to Candidate

Your duty is to ensure that you assess and manage any risks identified in your risk assessment processes. Information about an applicant's criminal record should not be disclosed to anyone in the organisation apart from those who have a genuine need to know. This may include people directly responsible for the decision about recruitment or the applicant's line manager, but **only** if the offence is relevant to the applicant's role and **only** where the line manager, for example, may be responsible for implementing any safeguards deemed necessary and appropriate to manage any identified risks.

As the referring agent you need to be very careful about disclosing information as your candidate's criminal record information is personal sensitive information under the provisions of the Data Protection Act. If you know that your candidate has been asked for a declaration and you know your candidate has lied, the best course of action is to have a conversation with your candidate and explain that making a false declaration about unspent convictions is against the law. Highlight the potential consequences of failure to disclose and explain that you are able to help and support them with disclosure.

ANTI-SLAVERY AND HUMAN TRAFFICKING POLICY

Modern slavery is a crime and a violation of fundamental human rights. All types of modern slavery have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We are committed to acting ethically and with integrity in all our business dealings and relationships and to ensure modern slavery is not taking place anywhere in our own business, or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our business relationships, consistent with our disclosure obligations under the Modern Slavery Act 2015.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, interns, agents, contractors, external consultants, third-party representatives and business partners.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

Responsibility for the Policy

The management of the company has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all of our people comply with it.

Compliance with the Policy

You must ensure that you read, understand and comply with this policy. The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You should report any concerns regarding modern slavery and/or human trafficking in any parts of our business or supply chains in accordance with our whistleblowing policy. If you are in any doubt about whether a particular act or working conditions in any of our business relationships may contravene any aspect of this policy then err on the side of caution and report it in accordance with the whistleblowing policy.

We encourage openness and will support anyone who raises genuine concerns in good faith in accordance with the company's whistleblowing policy, even if they turn out to be mistaken. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their knowledge, or suspicion, that modern slavery is taking place in any part of our business or in any of our supply chains.

Communication and Awareness of this Policy

Our zero-tolerance approach to modern slavery is communicated to all significant suppliers, contractors and business partners at the outset of our business relationship with them and reinforced as appropriate thereafter.

Breaches of this Policy

Any employee who breaches this policy could face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

Statement**Introduction**

Smart 1 Recruitment recognises that all businesses have an obligation to prevent slavery and human trafficking and will do all in its power to prevent slavery and human trafficking within its business and within the supply chains through which it operates.

Modern slavery can take many forms including the trafficking of people, forced labour, servitude and slavery. We take our responsibility for supplying staff extremely seriously and are aware of the potential for being targeted by traffickers and unlicensed gang masters. Our own processes around candidate engagement ensure our employees are alert to the signs of exploitation, in order that we may take the necessary action promptly and effectively should it be identified. Sectors affected include, but are not limited to, construction & property, engineering & manufacturing and health & social care.

This statement focuses specifically on Smart 1 Recruitment's compliance with the Modern Slavery Act 2015 (the Act) and highlights the steps we take to ensure there is no slavery or human trafficking occurring within the organisation or its supply chains. One of our Company's most valuable assets has always been its reputation for integrity and fairness. Maintaining this reputation within our market is an essential pre-requisite to our continued success.

Organisation's Structure

Smart 1 Recruitment Limited was established in 2015, based in Redditch, currently employing six.

Our Business

Our business consists of temporary and permanent recruitment across the industrial and commercial sectors.

Our Supply Chains

Our supply chains include, but are not limited to, sourcing candidates for clients. This may involve the introduction by external agencies to Smart 1 Recruitment Limited of candidates for onward supply to our clients. We expect our suppliers and potential suppliers to aim for high ethical standards and to operate in an ethical, legally-compliant and professional manner. We also expect our suppliers to promote similar standards in their own supply chain.

Our Policies - Slavery and Human Trafficking

Suppliers are expected to have in place a policy recognising, respecting and protecting the human rights of their employees, those of their suppliers and business partners and the communities affected by the suppliers' operations.

- Employees should be free to choose to work for their employer and to leave the company upon reasonable notice.

- All employees must be provided with a clear contract of employment, which complies with local legislation.
- All employees must be treated in a fair and equal manner and with dignity and respect.
- Any form of discrimination, victimisation or harassment on the grounds of marital or civil partnership status, sex (including gender reassignment), race (including colour, ethnic and national origin, nationality), disability, sexual orientation, having or not having dependants, religious belief or political opinion, age, trade union activity and offending background should be prohibited.
- All applicable laws and industry standards on employee wages, benefits, working hours and minimum age should be adhered to in all countries of operation, without any unauthorised deductions. Suppliers should observe the provisions of the International Labour Organization such that any young persons under the age of 18 should not be employed to work at night or for any hazardous work and their employment should not harm the young person's education, health or physical, mental, moral or social development. No young persons may be employed below the age of 16.
- All slavery and human trafficking laws must be complied with including, but not limited to, the UK Modern Slavery Act 2015. Suppliers must ensure their business operations are free from slavery and human trafficking practices whether in the UK or elsewhere, both internally and within their supply chains and other external business relationships. We are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business.

Due Diligence Process for Slavery and Human Trafficking

Smart 1 Recruitment ensure strict compliance checks are carried for all candidates it supplies. We verify the identity of each worker and their right to work before supply commences.

As part of our commitment to identify and eradicate slavery and human trafficking, we have in place a process to undertake due diligence on our supply chain network to ensure compliance with legislative obligations; such compliance forms part of our contractual relationship with suppliers.

All Smart 1 Recruitment employees have access to dedicated channels through which they may voice concerns, in accordance with our whistleblowing policy. Smart 1 Recruitment is committed to protecting employees when disclosing malpractice and will ensure that all disclosures made in good faith will be treated confidentially and without fear of retaliation.

Training

All staff within Smart 1 Recruitment are expected to comply with all laws and act in accordance with local guidelines and regulations and act with integrity and honesty. We have undertaken to review our policies and procedures to ensure our colleagues have access to any additional information and support they may require with regard to human trafficking, forced labour, servitude and slavery. Recommended websites for additional information regarding recognising signs of modern slavery and human trafficking are provided as follows:

<https://hopeforjustice.org/spot-the-signs/#general-indicators>
<https://www.antislavery.org/slavery-today/spot-the-signs-of-slavery/>

This statement is made pursuant to Section 54 of the Modern Slavery Act 2015 and constitutes Smart 1 Recruitment's slavery and human trafficking statement in respect of its 2018 financial year.

WHISTLEBLOWING POLICY

Our Organisations Commitments

The organisation is committed to the highest possible standards of openness, probity and accountability. In line with that commitment we expect employees who have serious concerns about any aspect of the organisations work to come forward and voice those concerns.

The policy applies to all employees. It also covers suppliers and those providing services under a contract with the organisation.

Policy Aims

- provide avenues for you to raise concerns in confidence and receive feedback on any action taken
- ensure that you receive a response to your concerns and that you are aware of how to pursue them if you are not satisfied
- reassure you that you will be protected from possible reprisals or victimisation if you have a reasonable belief that you have made a disclosure in good faith

What Type of Concerns are Covered?

- all conduct which is an offence or a breach of law
- disclosure related to miscarriages of justice
- health and safety risks, including risks to the public as well as other employees
- damage to the environment
- the unauthorised use of public funds
- possible fraud and corruption
 - sexual or physical abuse of clients
- other unethical conduct

NB. Other procedures are available to employee e.g. The grievance procedure which relates to complaints about your own employment. This policy also does not replace other complaints procedure which are for public use.

Safeguards

The organisation recognises that the decision to report a concern can be a difficult one to make. If what you are saying is true, you should have nothing to fear because you will be doing your duty to your employer and those for whom you provide a service. The organisation will not tolerate any harassment or victimisation and will take appropriate action to protect you when you raise a concern in good faith.

Confidentiality

All concerns will be treated in confidence and every effort will be made not to reveal your identity if you so wish. At the appropriate time, however, you may need to come forward as a witness. This policy encourages you however to put your name to your concern whenever possible. Please note that you must:

- disclose the information in good faith
- believe it to be substantially true
- not act maliciously or make false allegations
- not seek any personal gain

How to Raise your Concern

As a first step, you should raise concerns either verbally or in writing with your immediate supervisor. This may depend, however, on the seriousness and sensitivity of the issue involved and who is suspected of the malpractice. For example, if you believe that your supervisor is involved you should approach a more senior level of management such as the Directors.

Financial allegations require that the Directors shall be notified of all financial or accounting irregularities or suspected irregularities.

For independent advice please call: Public Concern at Work

Website: www.pcaw.co.uk Helpline: 020 7404 6609 Email: whistle@pcaw.co.uk

PRIVACY POLICY

For full details on our privacy policy, please visit <https://www.smart1recruitment.co.uk/privacy-policy/>