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Whatever sector you work in and whatever your role, you’re now part of the Manpower team.

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

This handbook tells you what you can expect from us and vice versa. Pay, benefits, equal opportunities – it’s all here, along with your general terms of employment. Read it carefully and ask your Manpower manager if you have any questions. Welcome to our team.

Manpower operates in many diverse business industries and as a result we have tailored our employees’ terms and conditions to suit the industry in which they are working. Your Specific Employment Details (SED) contain details specific to the industry you have chosen to join, which is to be read in conjunction with this handbook. If you subsequently move to another industry you will be given details of the terms and conditions that apply there. If, for any reason, an assignment in one industry ends and we do not immediately have another assignment elsewhere for you, you will remain employed by Manpower subject only to your SED and the terms set out in this handbook.
01 General Terms of Employment
1.1 Definitions
References throughout this handbook to your “Manpower manager” will normally include Manpower consultants, or other Branch or Contract staff to whom you may report from time to time, unless expressly indicated to the contrary.

References to “the Company” mean Manpower UK Limited, Manpower plc, ManpowerGroup or any other relevant associated, parent or subsidiary company. References to “SED” mean your personalised Specific Employment Details.

Manpower UK Ltd is, for the purpose of this contract of employment, an Employment Business as defined in the Employment Agencies Act 1973 as amended by the Employment Relations Act 1999.

1.2 Terms of Employment
This handbook sets out details of your Terms and Conditions of Employment, and forms part of your contract of employment, except where it is specifically stated to the contrary.

Unless you are ill or there are other reasons agreed by Manpower you will be expected, while working on an assignment, to devote your full time, attention and abilities to the Company's and its Clients’ business.

Although it is important for you to remember that you are a Manpower employee, while on assignment you will be subject to instruction from anyone authorised by the Client where this is necessary for you to carry out the work. By reason of the relationship between Manpower and its’ Clients, the Client may, of its own volition, ask at any time that you be removed from an assignment. This may not necessarily mean the termination of your employment with Manpower. If you are removed from an assignment because of your conduct or performance, your continued employment is likely to be reviewed, which will usually involve the disciplinary procedure.

Manpower also reserves the right to move you from one assignment to another where the needs of the business may require it, or remove you from your assignment, should this be necessary for any reason.

It is Manpower’s policy to take up past work references. Your employment is subject to our obtaining satisfactory references, verification of your qualifications and any medical requirements.

This is an ongoing requirement, particularly your medical suitability for any role. For certain assignments involving the handling of cash or sensitive information we may require your permission to obtain further reference information.

The terms contained in this handbook are in accordance with the Employment Rights Act 1996 (ERA 96) and such other relevant legislation in place from time to time.

Together with the Specific Employment Details (SED) issued to you, they are to be treated as your statement of employment particulars required by section 1 of the ERA 96.

If the terms described in your SED conflict with those in this handbook, the terms on your most current SED shall take precedence.

1.3 Job description
Your general job title is in your SED. Specific details may be provided for a particular assignment. You may from time to time be asked by Manpower to carry out other types of work for Clients, either for Manpower or for any other company within ManpowerGroup, subject to your consent.

You do, of course, have the right to decline any move to a new assignment. Please also see section 3.1 about pay.

1.4 Location
You will be expected to work on assignment where the Company needs you but you will always be given full details of the location before each new assignment.

1.5 Record of hours worked
Your Manpower manager will explain the method by which your working hours are recorded, and the basis on which these hours will be paid. Where Manpower is unable to validate your working hours it reserves the right to temporarily withhold payment pending verification with the Client.
02 Hours and Attendance
2.1 Hours
The very nature of our business means your hours of work may differ from one assignment to another; similarly, the length of individual assignments will vary. There may be occasions when no work is available. You are employed under a general zero hours contract unless otherwise stated on your SED. Each time you are assigned, we will provide to you details of the hours of work which are likely to be involved.

Your working time is the time you spend actually working for a Client and that which is recorded by the agreed method. Please also see section 1.5. Travel to and from work, rest breaks and other time when you are on the Client’s premises but not actually working does not count as working time.

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

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

2.3 Working Time Regulations
The Working Time Regulations 1998 state that before we can allow you to regularly work more than 48 hours a week, we must have your written agreement. This is called ‘opting out’ of the maximum working week and you will have been asked to sign to agree if you wish to opt out on your SED.

If you no longer wish to be available to work 48 or more hours per week, you may give us 14 days (two weeks) notice in writing and the agreement will end.

2.4 Night work
If your assignment regularly involves night work, that is, three hours or more between the hours of 11pm and 6am, you are entitled to request a health assessment to confirm your fitness for night work.

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

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

2.5 Absence
If for any reason you are unable to get to an assignment, please let your Manpower manager or the agreed contact point know as soon as possible.

Once you are able to return to work, tell your Manpower office as soon as possible. Naturally, we always take a very serious view of unnotified absence because of the damage it does to our Client relationship; it is therefore something that will normally lead to disciplinary action. Details of the exact absence reporting procedures will be given to you when your assignment starts. Please also refer to section 5.

2.6 Punctuality
At your briefing you will always be told what time you are required to report for work. You are expected to make all reasonable efforts to be punctual.

Because of our commitment to the Client, we always take a serious view of unpunctuality unless it is caused by circumstances beyond your control; as with unauthorised or unnotified absence, it will normally lead to disciplinary action.

2.7 Young workers
Employees under the age of 18 are subject to additional rules about their hours as follows:
- You cannot work more than eight hours in any day or 40 hours in any week
- You cannot work more than five days in any week
- You cannot do night work.
03 Pay
3.1 Pay rate
Manpower will make all reasonable efforts to assign you work at the times you wish to work.

You will be paid for hours worked during your assignment as certified by the Client. If you do not work you are not paid, and neither are you paid for the time taken off for meals, travelling to and from the Client’s premises at the beginning and end of the working day or any other purpose during your assignment other than work.

You will not normally be paid for absence due to illness or injury, although you may be eligible to receive Statutory Sick Pay. Your eligibility for any company sickness benefit is set out in your SED.

Your pay is based on an hourly rate for the type of work performed. This standard rate also forms the basis for calculating any overtime premiums, unless there are any special arrangements.

Payment is always made to the nearest quarter hour, unless you are informed of any other arrangements by your Manpower manager. You will be told your pay rate prior to starting your assignment. Your pay rate may go up or down, both between assignments and/or in the same assignment, according to the requirements of our Clients and the needs of our business. You will always be notified in advance of any change to your pay rate.

3.2 Method of payment
You will be paid weekly or monthly for the hours worked as described above and this will be noted on your SED.

If you are paid weekly you will be paid for the hours worked during the previous week. Payment is made by direct credit transfer into a bank or building society account or similar. On certain occasions, such as around public holidays, Christmas and New Year, you may be paid on a different day than usual. Manpower will advise you of any such special arrangement.

If you are paid monthly you will be paid for the calendar month. Payment is made by direct credit transfer into a bank or building society account or similar. Your payment will be in your account by the end of the calendar month in which you have worked. Certain overtime and variable payments, requiring Client authorisation, may be paid in the following month to the calendar month in which they apply. If you already have an account, your Manpower manager will ask you for details so that money can be paid directly into this account. Please follow this guidance so that you can draw your first pay easily. If you change your branch or the account details, please inform Manpower as soon as possible so that your records can be updated.

3.3 Itemised pay statements
You will be provided with an on-line itemised pay statement detailing the calculation of gross pay and deductions under various headings. Manpower will be pleased to help with any queries you may have concerning your pay.

3.4 National Insurance and Tax
Manpower will make all deductions as required by law in respect of Income Tax and National Insurance contributions. Manpower will require your National Insurance number as we are obliged by law to deduct National Insurance from your earnings. Manpower will tax you under the ‘Pay As You Earn’ scheme. Depending on the statement you sign on application to Manpower, the appropriate tax code will be applied.

The tax code being applied by Manpower will appear on your online pay slip. Your Manpower manager will advise you of the above and confirm the details of the tax office and Manpower’s reference number should you have any tax queries.

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

Your Manpower manager will give you details of any expenses paid for any particular assignment. All eligible expenses must be claimed within six months of being incurred unless you have written agreement from your Manpower manager that this period may be extended.
04 Holidays
4.1 Holidays
You will begin to accrue holiday entitlements from your first day of work with Manpower. Your annual entitlement is 20 days paid leave in each holiday year or the statutory minimum, whichever is the greater, save that you shall not be entitled to more than 28 days in total (including public holidays).

Your actual entitlement to holiday depends upon the number of paid days or hours you work each week. For example, only staff who work five days (or an equivalent number of hours) per week Monday to Friday, for example, would be entitled to 20 days holiday in each holiday year. Staff who ordinarily work less than five days a week shall have an entitlement pro rata to the days they actually work. Staff who work five days a week Monday to Friday, for example, would be entitled to 20 days holiday in each holiday year.

Staff who ordinarily work less than five days a week will have an entitlement pro rata to the days they actually work. For example, someone who works three days a week will have an annual entitlement of 12 days per annum. Appropriate adjustments will be made where your holiday entitlement on the assignment you are working is calculated by reference to hours worked rather than days. All holiday you have accrued during the course of the year must be taken before the end of the holiday year or you will lose it. You may not carry any entitlement forward into a new year.

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

If you are paid weekly, your holiday pay calculation will be based on one of the following:

- The pay you have received for all hours worked over the 12 weeks prior to your holiday. Weeks in which you did no work and/or received no pay will not be included in the calculation, or
- An hourly rate of pay, which will be notified on your SED where the assignment provides for normal working hours or
- The pay you have received for normal working hours (as defined on your SED) worked over the 12 weeks prior to your holiday. Weeks in which you did no work and/or received no pay will not be included in the calculation.

You may take holiday at any time during the holiday year, up to your maximum entitlement for the year, subject to the prior agreement of your Manpower manager and by giving 14 days’ notice. You will receive holiday pay up to the amount accrued in the holiday year to the date your holiday commences. If you are paid monthly, your daily holiday pay calculation is based on your basic daily pay rate. You can take holidays at any appropriate time agreed with your Manpower manager.

For all staff, holidays may be taken only with the prior agreement of your Manpower manager, usually giving 14 days’ notice in writing. During the first three months of your employment you must give at least one month’s notice of any holiday unless you have a holiday already booked prior to joining and this is agreed with your Manpower manager.

You may be required to use any outstanding holiday entitlement during any notice period. If, at the date of your termination, you have taken more holiday than is your accrued entitlement in the holiday year to that date, any excess holiday pay will be deducted from your final pay. This will be based on your actual rate of pay at time of leaving. In the event that you are dismissed for gross misconduct your entitlement to accrued holiday (if any) shall be the fixed amount of £10.

4.2 Holiday year
The standard Manpower year is from 1 February to 31 January. If your assignment has a different holiday year this will appear on your SED.

4.3 Public holidays
If you wish to take any public holiday (or are required under your assignment to take off any public holiday) this must be taken as normal holiday leave as part of your holiday entitlement. Please also see section 4.1.

If you work any public holiday, you will receive your normal rate of pay unless there are special arrangements in place relating to your assignment, or as may be provided for in your SED.
05 Sickness Absence, Pay and Medicals
5.1 Statutory Sick Pay (SSP)

You may be entitled to Statutory Sick Pay (SSP), which is a state scheme liable to taxation and deductions for National Insurance. Whether or not you are entitled to SSP, and the amount to which you are entitled, depends on your average weekly earnings over eight weeks prior to the week of your sickness. If your average weekly earnings are at or above the Lower Earnings Limit (set by the government), you will be entitled to SSP and payment is made by Manpower through your normal pay method. If your average weekly earnings are less than the Lower Earnings Limit, you will not be entitled to SSP and no payment will be made.

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

To claim SSP you must also follow these procedures:

- If you are unable to work due to illness for three days or fewer, no benefit is payable and no certificate required. The first three ‘working’ days of any period of absence are known as ‘waiting days’, and under state regulations SSP is not payable for these days.
- For sickness absence of more than three days, you must complete a Manpower Certification of Absence form. These are available from your Manpower manager.
- If you are unable to work due to illness for more than a week you must provide Manpower with a medical certificate signed by your Doctor, that states the period for which it is believed you will be unfit for work. You must also complete a Certification of Absence form for each week you are away from work.
- If you have not recovered when a certificate expires, you must get another certificate from your doctor and send it to your Manpower manager with the completed Certification of Absence form. Payment of SSP cannot be made without continued medical evidence that you are unfit for work. Failure to follow the above procedure would jeopardise your entitlement to SSP.

Payment of SSP is made on a daily basis, the rate being 1/5 of the weekly rate. Payment is made in respect of specified ‘qualifying days’ but not for the initial three ‘waiting days’.

Your Manpower manager will be able to give you guidance on other details of SSP, including rates applicable at the time.

5.2 Company Sick Pay (CSP)

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

The following basic conditions apply:

- Eligibility is dependent upon the assignment at which you are working.
- In most cases there is a qualifying period of 130 days worked (about 6 months). When calculating the qualifying period the Company will consider days worked on different assignments.
- For weekly paid staff the level of benefit is the difference between SSP and your average weekly earnings, payable on a daily basis with a maximum benefit equal to 1.75 times your SSP entitlement. No CSP is payable for the first three ‘waiting days’ (as with SSP).
- For monthly paid staff the level of benefit will be up to the difference between SSP and your normal basic pay, payable on a daily basis, but with a maximum benefit equal to 1.75 times your SSP entitlement. There may be waiting days but this will depend upon the assignment at which you are working.

In all cases eligibility ceases when you leave Manpower. If you are entitled to Company Sick Pay, details will be given before the start of your assignment and included on your SED.
5.3 Medicals
Manpower reserves the right to require employees to have a medical examination by an occupational health specialist or independent medical adviser, with any report made by the doctor supplied to the Company. If it is necessary to seek information from your own doctor or specialist this will be done in accordance with the Access to Medical Reports Act. If you want a copy of any report to be sent to your own doctor, the Company can arrange this.

For all applicants wishing to be considered for night work, a Health Assessment Questionnaire is available for you to complete if you would like to confirm your fitness for night work. If there is any health or fitness reason that you believe might affect your ability to carry out night work safely, you must inform your Manpower manager immediately.

5.4 Long-term absence
If you become unable to work for an extended period due to injury or ill-health the Company may decide to terminate your employment. Entitlement to sick pay (whether SSP or CSP) is not a guarantee of continued employment. Such decisions will normally be taken after consultation with the Company’s medical advisers and consideration of any implications under the Equality Act, and consultation with you.
06 Other Benefits
6.1 Pensions
In 2012, the Government introduced pension changes (referred to as “Auto-enrolment”) to ensure that all employees make sufficient retirement provision. Manpower has chosen NEST (National Employment Savings Trust) as our workplace pension scheme to meet our employer duties and help you put money aside for your retirement. NEST is a straightforward pension scheme that gives you one retirement pot for life. You will get contributions into your retirement pot from us and extra money from the government through basic rate tax relief, as long as you are making contributions too. This will be paid on the contributions you make and will go directly into your retirement pot.

For some staff, Manpower operates a Stakeholder Pension Scheme, run by AEGON Scottish Equitable. A helpline number can be provided to you via your Manpower manager so that you are able to contact AEGON Scottish Equitable for more information. The scheme is not contracted out of the state pension scheme.

Manpower is not able to provide financial advice so you are encouraged to speak to an independent pensions/financial advisor about the best pension arrangements for you.

6.2 Risk benefits
Personal Accident Insurance

After the qualification period of 130 days worked, you automatically join Manpower’s personal accident insurance scheme, which provides free cover, up to a maximum of £5,000 for disablement whilst working for Manpower. Personal Accident leading to disablement means loss of a limb or any eye. Full details of this scheme, including current levels of benefit, exclusions and activities not covered, and the procedure for claiming under the scheme, are held at Head Office with Corporate Services.

6.3 Recruitment bonus
Experience has taught us that many of our best employees join us because they have friends and relatives already working for Manpower. We are always pleased to talk to people like you who might be interested in working for us, so contact your Manpower manager if you would like to introduce someone to our team. We’d be happy to tell you about any current discretionary bonus scheme which might be in place locally.

6.4 Savings related share option scheme
Long serving Manpower employees are able to join the Manpower Save-As-You-Earn Scheme (SAYE). Usually once per year, all eligible employees are invited to join this scheme, which is approved by HM Revenue & Customs (HMRC). It gives the opportunity to participate in a savings scheme with the option to purchase shares in the company on preferential terms at a discounted ‘Option price’ set at the outset, and to sell the shares at a future date. Full details of the scheme are available from Manpower’s Human Resources department or from your Manpower manager.

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

6.5 Eye care
See section 12.9.1 of this handbook for further details.

6.6 Staff discounts
Manpower offers you deals and savings on a wide range of lifestyle goods and services. For more details please contact your local branch. Membership of the scheme is available to all Manpower employees on commencement of employment with us.

6.7 Manpower Travel and Subsistence Arrangement – TSA
When you undertake work with Manpower, we offer you the opportunity to take part in our TSA scheme. This has been approved by HMRC and means that you receive subsidies towards your travel and subsistence. This will result in your take home pay being higher as your tax and National Insurance contributions decrease. For more details please refer to the frequently asked questions which will be given to you by your Manpower manager.
6.8 Discretionary benefits
All the benefits set out from 6.2 to 6.7 above are non-contractual and provided at the discretion of the Company. The Company may at any time withdraw or suspend or vary the terms upon which such benefits are offered without any need to consult with you in advance or to provide any alternative or pay any compensation.
07 Rules
7.1 Client vehicles
If you are on a driving assignment with Manpower please pay special attention to the Manpower Driving and Logistic Handbook. If you are working with any of the other Manpower divisions, you may be asked occasionally to drive a Client’s vehicle.

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

If a Client asks you to drive any kind of vehicle whatsoever, including a fork lift truck, you must contact your Manpower manager immediately so that the necessary steps can be taken. Please explain to the Client that you have to do this.

You must not drive any Client’s vehicle until you have been told by your Manpower manager that the necessary arrangements have been made and it has been confirmed that you meet our minimum driving licence requirements.

Any parking fines incurred when driving an authorised vehicle during your employment with Manpower are the responsibility of the driver. Failure to pay any fines within the required timescales could lead to disciplinary action.

If you are driving an authorised vehicle during your employment with Manpower you must report any accidents that you have and any motoring convictions to Manpower. Failure to do this could lead to disciplinary action.

7.2 Manpower company vehicles
If you are provided with an authorised Manpower vehicle as part of your employment you will be provided with a copy of the Manpower Company Vehicle User Guide. You are responsible for checking that the vehicle has sufficient oil and water in accordance with the manufacturer’s guidelines and that any accidents are reported immediately to both your Manpower manager and Corporate Services in Manpower.

In addition you should provide your Manpower manager with a copy of your driving licence on a quarterly basis in line with Manpowers standard policy.

7.3 Fines and penalties (Driving/Vehicles)
7.3.1 Driving offences
You will be personally liable for any fines or penalties incurred due to driving offences, including parking fines, while using a Client or Company vehicle whether on public roads or private premises. Failure to pay any fines within the required timescales could lead to disciplinary action.

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

Any fine or penalty that is outstanding for more than three months (or at the time you leave Manpower if this is sooner) will be deducted from any payments due to you, including salary or holiday pay. You have agreed to this deduction when signing your SED.

7.3.2 Excess payments for accidents or damage
You may also be liable for any policy excess payment if an accident or damage occurs to a Company or Client vehicle as stated in the Manpower Driving and Logistic Handbook, Company Vehicle User Guide or Client assignment instructions. Any excess that is outstanding for more than three months (or at the time you leave Manpower if this is sooner) will be deducted from any payments due to you, including salary or holiday pay and you have agreed to this when signing your SED.

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

7.4 Fuel cards and private mileage
If you are provided with a fuel card by Manpower or a Client for the purposes of using a vehicle on Company or Client business and the same vehicle is available for private use, you will be liable to reimburse the Company (or our Client) for private mileage costs. You may be required to record and produce evidence of your private mileage. The cost of private mileage will be deducted from expense claims, wages/salary or any other monies owed to you.
7.5 Social Networking Policy
Manpower has developed a policy setting out basic rules regarding computer usage, specifically email, Internet and Intranet use and other electronic communication including SMS text messaging.

1 Introduction
The widespread availability and popularity of social networking sites has, and continues, to grow. These sites and applications include, but are not limited to, Facebook, Bebo, Myspace, Twitter and Youtube.

There are differing views of these sites, from those in favour believing the sites to be a ‘fun’ and convenient way to remain in touch with friends; business and organisations utilising them to communicate with a massive audience, to others feeling that privacy can be invaded.

2 Scope and purpose of the Manpower Social Networking Policy
This policy is applicable to all Manpower employees, and is in place to protect the interests of all employees, our organisation, our Clients and Client's employees.

The policy applies, but is not limited to: creation of, or participation in ‘groups’; posting of pictures or messages; downloading videos; posting comments.
In addition to ‘social’ networking sites, this policy should also be read in the context of business networking sites, such as LinkedIn, therefore the principles contained within this policy apply in exactly the same way in a business as well as social context, and will be dealt with in accordance with the policy.

3 Social Networking Policy
Access to all social networking sites and applications is strictly prohibited on all Manpower equipment in the branch network, on site and Client locations, at head office, satellite locations and on Manpower laptop and blackberry devices. Only those employees who have been granted access to LinkedIn or other professional sites for business purposes form an exception to this policy. Such exceptions will have been granted with Board Director approval.

Some Client sites permit use of social networking sites however this will never be on Manpower equipment. If working on assignment at a Client location you should ensure you are provided with a copy of the appropriate IT acceptable use policy in conjunction with written confirmation from the relevant Client that accessing social networking sites is permitted. In the absence of a written policy or written consent it is to be assumed social networking sites or similar can not and should not be accessed.

Where access is permitted it is your responsibility to ensure that such websites are only accessed during permitted times. This will never be during working hours but may be during lunch or other breaks and does not include occasions where work is quiet (for example weekends and evening shifts/night shifts).

Where access is permitted you must not download any content to the equipment being used as this exposes the system to viruses and other potentially damaging software.

If using any ‘networking’ site it is your responsibility to ensure any content, images, videos, ‘posts’ or messages are appropriate and that the dignity and privacy of all employees is respected at all times. It is important to remember that what may not be offensive to one person may be to another. Equally it is important that the confidentiality of Manpower and that of our Clients is respected and protected at all times.

Extreme care must be exercised and no content should be posted (including joining groups) that is, amounts to, or could be perceived as:
- Discriminatory
- Victimisation, bullying and harassment
- Invasion of privacy and breach of the Data Protection Act or Manpower Data Privacy policy
- Breach of a confidentiality agreement
- Defamation or libel
- Copyright or Trade Mark infringement.
If an employee becomes aware of any content that is or may be deemed inappropriate this should be reported to a Manpower manager immediately.

It is important to note that whilst employees may access such sites in their own time, whilst at home or on personally owned mobile phones, any content, postings or defamatory comments relating to employment with Manpower will be in breach of this policy, and the appropriate action will be taken.

4 Enforcement and regulation
Where access to social networking sites is permitted on a Client’s premises, Manpower and our Clients reserve the right to monitor and audit access and content posted. Any breach of this policy could lead to formal action being taken including removal of offending material and access to sites, removal from assignment and instigation of the Manpower disciplinary process.

It is also important to note when joining social networking sites individuals are required to indemnify the site host. This means in the event legal action is taken against the site, for example defamation, breaches of privacy and copyright infringement, the costs of defending such action (or settlements reached and damages) are passed to the individual(s) concerned. In the event of any such breach or infringement Manpower would take immediate preventative and legal action and cooperate with any Client seeking to do the same.

5 Related policies and documentation
This policy should be read in conjunction with the following which can be found in the relevant Operational or Employee Handbook, or provided by your Manpower manager:

- Dignity at Work Policy
- Equal Opportunities Policy
- IT Acceptable use Policy
- Confidentiality Agreements in Place
- Harassment Policy
- Disciplinary Process.

When assigned to Clients and using Client systems any Client specific rules and policies must be followed but Manpower’s policy will represent a level of minimum standards for all staff and contravention of these standards will leave field staff liable to disciplinary action up to and including dismissal in serious cases.

In particular, employees are prohibited from accessing Internet sites that display explicit or offensive material (including, but not limited to, ‘pornographic’ material) and from sending (including forwarding) explicit or offensive emails or other correspondence.

7.6 Monitoring
The Company and its Clients undertake regular monitoring of all equipment in line with the Regulation of Investigatory Powers Act and the Lawful Business Practice Regulations. This equipment includes but is not limited to, PCs, desktops, laptops, telephones and voicemail. Any misuse of such facilities will be viewed very seriously and any employee found to be misusing Company or Client equipment will be disciplined in line with the Company’s disciplinary procedure.

Manpower reserves the right to audit any of its systems, databases and accompanying or peripheral files at any time. Any personal material or activity contained therein (e.g. all emails) may therefore be subject to inspection.

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

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

In some circumstances there may be a charge for equipment, including Personal Protective Equipment. please also see section 12.7. if it is returned damaged or unusable or if you leave within a short period after its issue to you. Such charges will be deducted from monies owing to you and if this applies to you it will be included on your SED.
7.8 Client rules and regulations
You are required to comply with any rules, regulations, policies, procedures and practices that are specified by any Client for whom you are working during an assignment. Failure to do so may result in disciplinary action being taken against you.

7.9 Health and safety
In addition to section 12 detailing your Health and Safety responsibilities, you will be expected to follow any Client specific rules and guidelines in Health and Safety related issues.

7.10 Dress code and personal appearance
You should present yourself for work in clothes that are smart, clean and tidy as expected for business standards and appropriate to the type of assignment you are undertaking. Some Clients may require specific dress standards or uniform to be worn for an assignment.

You will also be expected to follow any Client specific rules and guidelines relating to personal appearance, for example concerning visible body piercing.

7.11 Alcohol and drugs
Employees are expected to present themselves at work in a fit condition and anyone found to be under the influence of alcohol or drugs such that they are a safety risk or unable to adequately perform their normal work will be subject to disciplinary action including, where appropriate, dismissal.

Manpower and its Clients reserve the right, where appropriate, to conduct alcohol and/or drug testing of employees and to deny employees access to, or remove them from, premises if such tests are positive. Any employee so excluded from work would not be paid while excluded.

7.12 Loss, damage, negligence or other costs incurred
Employees will be held liable for any loss or damage to Company or Client equipment whether caused deliberately or by reason of their reckless or negligent behaviour. Unauthorised use of phone systems or automated communications which results in loss or excessive cost to the Company or its Clients will be included in this category. The Company is entitled to make deductions from payments owing to staff in respect of any such loss, damage or other costs incurred as a result of any dishonesty, negligence or breach of Company or Client rules or procedures by you.
08 Termination
8.1 End of assignment or termination of employment
Because of the nature of working with Manpower it is important to understand that there is a difference between your assignment with a Client being terminated and your employment with Manpower being terminated. An assignment ending does not mean your employment has come to an end unless there is a fair reason for us to bring your employment to an end under the Employment Rights Act, which will be explained to you. You will be advised by your Manpower manager which situation applies and only a Manpower manager (not a Client manager) can terminate your employment. Many assignments can be ended with no notice by the Client and your Manpower manager will advise you what happens next. Some assignments may have specific notice periods before they can be ended (by either party) and this will be included on your SED.

8.2 Notice to terminate employment
Statutory notice periods will apply unless you are advised of different arrangements on your SED. This means the Company may terminate your employment by giving notice as follows:

- After four weeks’ and up to two years’ continuous service – one week’s notice.
- After two years’ continuous service – one week for each completed year of service up to a maximum of 12 weeks’ notice.

In the event of a serious breach of the disciplinary rules, the Company may terminate your employment summarily (without notice).

After four weeks’ continuous service you are required to give the Company at least one week’s notice before you cease to be available for work. This may be waived in exceptional circumstances.

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

As an employment services company Manpower is in the business of providing flexible employment opportunities for our employees.

When your individual assignment ends our primary objective is to find you an alternative assignment and therefore we do not ordinarily consider redundancy as an immediate option. As a result of the layoff and short time provisions outlined in the Employment Rights Act you may, after a period of time defined by the Act, become eligible to claim a redundancy payment. Where such circumstances arise, Manpower may make redundancy payments in line with the approved statutory scale provided you had worked for us for at least two years and no other suitable work is available.

In cases where a major Client assignment ends which has implications for all staff working on that contract Manpower will continue to seek alternative employment opportunities for you where possible.

We will explore all potential options but in the event that no suitable opportunities can be found, this may lead to notice being given and termination payments being made, where applicable.

8.4 Failure to maintain contact with Manpower
If your assignment ends or you are absent from work for an extended period (other than for reasons of sickness) you have a duty to keep the Company informed of your continued availability for work with Manpower. If you do not contact your Manpower manager for a period of at least three weeks, we may assume you no longer wish the Company to find you work. In this case we may write to you to confirm your intentions and if we do so and you confirm you no longer wish to work for Manpower or you fail to respond within 14 days (two calendar weeks) we shall accept this as your resignation and forward your P45 in the event that you commenced a first assignment to the last address you gave us.

8.5 On leaving
Your P45 will be sent to the last address you gave us, unless you have given any different instructions. If you are moving to a new location please make sure that you give us a forwarding address. If you need references for prospective employers, you should ask them to write directly to the Manpower location where you last worked.
09 Family-Friendly Arrangements
9.1 Maternity
As a Manpower employee you are entitled to receive maternity benefits in accordance with your statutory entitlements. All pregnant employees are entitled to a minimum of 26 weeks’ ‘ordinary’ maternity leave (OML) and 26 weeks additional maternity leave (AML) regardless of length of service and, if eligible, Statutory Maternity Pay (SMP).

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

- You must have been continuously employed for at least 26 weeks by the qualifying week. The qualifying week is the 15th week before the baby is due.
- Your average weekly earnings over the eight weeks ending with the qualifying week must not be less than the lower earnings limit (your Manpower manager will advise you of the current limit).
- You must notify your Manpower manager, in writing in the qualifying week, when you intend to stop work due to pregnancy.
- You must give to your Manpower manager medical evidence of the date your baby is due. This can be obtained from your doctor on form Mat B1.
- Finally, you must actually stop work – you cannot receive SMP and wages at the same time.

Your Manpower manager will advise you about your right of return to work, including the date on which you must return.

Employees are also entitled to ‘additional’ maternity leave of 26 weeks which will begin automatically the day after your ‘ordinary’ maternity leave ends.

Additional maternity leave will be unpaid and although the contract of employment will remain in force, no benefits will accrue.

You are also entitled to paid time off to go to ante-natal care if you are working on a Manpower assignment at the time. There are certain obvious qualifications for this: you must be pregnant; an appointment must have been made by a qualified doctor, midwife or health visitor; it must be at a properly recognised ante-natal clinic or equivalent.

Please ask your Manpower manager for any other details.

9.2 Paternity leave
Paternity leave is available to the father of a newly born child provided he has responsibility for the child’s upbringing. Eligible employees will be able to take either one week or two consecutive weeks’ paternity leave (not odd days) in the eight weeks following the birth of the child; this leave will be paid at a flat rate set by the government. To be eligible employees must meet the following conditions:

- You must have been continuously employed for at least 26 weeks by the qualifying week. The qualifying week is the 15th week before the baby is due.
- Your average weekly earnings over the eight weeks ending with the qualifying week must not be less than the lower earnings limit (your Manpower manager will advise you of the current limit).
- You must notify your Manpower manager, in writing in the qualifying week, when the baby is due, when you wish to take your paternity leave and how much leave you want to take.
- You must give to your Manpower manager a self-certification which has been designed for the purpose.

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

9.4 Parental leave
Manpower employees with at least one year’s continuous service are entitled to take parental leave in respect of all children under the age of 5. A total number of 18 weeks’ parental leave may be taken in the child’s first 5 years, but not more than four weeks in any one year. All parental leave under this scheme is unpaid and at least 21 days’ notice of intention to take leave must be given.

There are slightly different rules for children with a disability, or in the case of the adoption of a child. For further details please speak to your Manpower manager.
9.5 Adoptive leave
Adoptive leave is available to individuals who adopt a child or one partner when a couple adopts provided the employee has at least 26 weeks’ continuous service by the week in which they are notified of being matched with a child for adoption.

Please refer to your Manpower manager for further details.

9.6 Flexible working
Manpower, by the nature of its operation, offers various forms of flexible working but also has to take into consideration the needs of its Clients. All staff may apply, in writing, to temporarily or permanently vary their manner of working, in terms of total hours per week or at what times those hours are worked and Manpower will consider such requests, in conjunction with its Client where appropriate, and respond within four weeks. This is not a contractual right.
10 Equal Opportunities
10.1 General policy
Equal opportunity is about good employment practices and efficient use of employees. It is in the Company's best interests, and those of all who work in it, to ensure that the human resources, talents and skills available throughout the community are considered when employment opportunities arise.

As part of our commitment to the highest standard of employment practices, we have an equal opportunities policy that is designed to ensure selection based only on qualifications, merit and experience. In monitoring our policy we plan to develop a workforce that reflects the diversity of the UK population.

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

Direct discrimination may occur where a person is treated less favourably because of race, ethnic or national origin, age, sex, sexual orientation, disability, religious or (in Northern Ireland) political beliefs.

Indirect discrimination may occur where an apparently neutral provision, criterion, practice or policy which is applied to persons of both sexes or any sexual orientation, all racial, ethnic or religious groups, or with or without disability cannot be as easily satisfied or complied with by persons of a particular type or group, or where there is a risk that it may operate to the disadvantage of such persons, unless it can be justified by objective factors unrelated to sex, age, sexual orientation, race, religion or other belief or disability.

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

Every employee has personal responsibility for the implementation of this policy. The Board will review this policy, and other policies that interact with it, at least annually.

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

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

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

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

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

Employees who have a disability or become disabled during the course of their employment should inform the Company, and may also wish to advise the Company of any reasonable adjustments to their employment or working conditions which they consider to be necessary, or which they consider would assist them in the performance of their duties. Careful consideration will be given to such proposals and, where reasonable and reasonably practicable, such adjustments will be made. There may however be circumstances where it will not be reasonable or reasonably practicable and where less favourable treatment may be justified in accordance with the statutory provisions.
10.3 Diversity
As an employer Manpower is committed to valuing and promoting diversity in all areas of recruitment, employment, training and promotion. We will look towards an environment where all members of staff can develop their full potential, irrespective of their race, gender, marital status, age, disability, religious or other equivalent belief, political opinion or sexual orientation.

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

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

All employees are entitled:
• To be treated with dignity, respect and courtesy
• To a workplace free from bullying, harassment or victimisation
• To experience no form of discrimination
• To be valued for their skills and abilities.

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

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

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

Not treating individuals with dignity doesn’t just have to be through face-to-face meetings. Written communications, phone calls and messages can all demonstrate an individual’s failure to treat colleagues with dignity at work, particularly when these actions are targeted at one individual or a specific group of individuals. Some examples of inappropriate behaviour are:
• Publication of posters/screensavers which may cause offence to others
• Jokes and banter in the workplace, which could be deemed to cause offence to an individual or group of persons.
• Inappropriate negative references to an individual’s race, sex, age, religion, disability or sexual orientation
• Foul language
• Comments of any nature which are either designed to offend or could reasonably be considered as having the effect of causing offence.

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

Making a complaint:
If any employee wishes to make a complaint, they should refer to Manpower’s Harassment and Grievance policies outlined in the Manpower staff handbook. Upon review of these policies the employee will be given the opportunity to confirm which process they would like the complaint to be handled under.

A complaint can be made verbally as well as in a written format. In situations where a manager is made aware of unacceptable behaviour but where the employee does not wish to make a formal complaint, the manager will endeavour to correct the behaviour without alerting those involved of the employee’s identity.
There may be occasions however when an employee chooses not to make a formal complaint but the behaviour brought to Manpower’s attention is so concerning that Manpower must take formal action.

Where such instances occur Manpower will endeavour to investigate and resolve any issues as soon as it can.

The reason why such action may be taken is because Dignity at Work is about dignity for everyone. Whilst not all employees subjected to inappropriate behaviour may wish to make a formal complaint, Manpower wants to ensure all our employees are able to work in an environment which is free from ridicule and behaviour which could leave employees feeling mistreated.

Manpower will take all reasonable steps and actions within its power to address a complaint thoroughly, impartially and with a focus on arriving at the right decision.

Investigations into a complaint will take no longer than is absolutely necessary in order to ensure all issues have been thoroughly considered. In certain circumstances and in more complex cases investigations may take some time, and longer than originally anticipated. Manpower will endeavour to keep employees updated on the progress of an investigation and anticipated timescales for resolution.

Throughout any complaint the employee will receive impartial support from Manpower.

Consequences of failing to treat others with dignity in the workplace:
Following the conclusion of a full and thorough investigation into a complaint, any employee deemed to be actively displaying or condoning conduct which contradicts Manpower’s Dignity at Work Policy, may have their behaviour reviewed through the company’s disciplinary process, which could lead to a sanction up to and including dismissal.
11 Harassment
11.1 Harassment policy
Manpower deplores all forms of harassment – sexual, racial, on the grounds of age, religious or related to disability, or general bullying or intimidation – and seeks to ensure that the working environment is sympathetic to its employees. We will always investigate any complaint of harassment immediately, sensitively and without prejudice and we encourage our employees to speak to their Manpower manager immediately in the event of a problem of this nature. The following procedure covers types of behaviour that are unacceptable and provides employees who believe they are the victims of harassment with a means of redress. Implementation of the policy is the duty of all managers.

Harassment at work related to sex, sexual orientation, age, race, religion or belief or disability is unlawful, and both the Company and the harasser may be held liable for such unlawful actions, and be required to pay damages. Intentional harassment is also a criminal offence punishable by imprisonment or a fine.

Harassment can reduce the effectiveness of the Company by creating a threatening environment, and by increasing absence and staff turnover. All employees have the right to work in an environment free from age, sexual, racial or religious intimidation, unfair treatment as a result of disability, or bullying or intimidation for any reason.

11.2 Examples of harassment
Harassment takes many forms, from relatively mild ‘banter’ to abuse or actual physical violence: it is unwanted behaviour by one employee to another. Employees may not always realise that their behaviour constitutes harassment but they must recognise that what is acceptable to one person may not be acceptable to another.

Any employee who harasses any other employee on the grounds of sex, sexual orientation, age, race, disability or religion or belief will be subject to the Company’s disciplinary procedure. In serious cases, such behaviour may be gross misconduct and as such may result in summary dismissal.

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

The examples above are not exhaustive. Some items are obvious examples of gross misconduct likely to lead to summary dismissal, but other items may constitute gross misconduct depending on the circumstances of the case in question.

The environment
Manpower does not permit the display of material, which may be offensive, e.g. pin-ups and posters, and will if necessary ensure that workplaces are inspected and offending material removed.

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

The Company recognises the sensitive nature of complaints of harassment, particularly sexual, racial or religious harassment. Any employee who wishes to discuss such a complaint in confidence and who does not wish to first approach their Manpower manager may contact a Senior manager.
11.3 Informal remedy
Employees who are victims of harassment are advised to make it clear to their harasser(s) that the behavior is unacceptable and must stop. If an employee is unable to do this verbally then a written request explaining the distress that the behavior is causing given to the harasser(s) may be an effective alternative. An employee who believes he or she is being harassed may wish to consult a manager before taking such action, but this is by no means obligatory.

11.4 Formal procedure
Where informal methods fail, or serious harassment occurs, or if the employee who is or has been the victim of harassment feels uncomfortable about approaching the harasser(s) directly in any form, the employee may choose to bring a formal complaint.

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

11.4.1 The complaint should be made in writing and, where possible, state:
- The name of the alleged harasser
- The nature of the harassment
- Dates and times when harassment occurred
- Names of any witnesses to any incidents of harassment
- Any action already taken by the complainant to stop the harassment. The complaint should be given or sent, in confidence, to your Manpower manager or Manpower's Customer Services Manager, c/o the Human Resources Department at the Corporate Centre, Capital Court, Windsor Street, Uxbridge UB8 1AB.

11.4.2 Once a complaint of harassment has been received, action will be taken immediately to separate the alleged harasser from the complainant; this may involve temporary transfer of the alleged harasser to another department, or suspension until the complaint has been resolved.

11.4.3 A Manpower manager (not a Manpower consultant) must deal with allegations of harassment of any type. The Manpower manager handling the complaint will carry out a thorough investigation as quickly as possible, maintaining confidentiality at all times. All employees involved in the investigation are expected to respect the need for confidentiality; failure to do so will itself be considered a disciplinary offence.

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

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

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

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

Where a lesser penalty is appropriate (e.g. a written warning) this may be coupled with action to ensure that the victim is able to continue working without embarrassment or anxiety. After discussion with the victim, the manager may order a transfer of the harasser to a different work area, or arrange the amendment of working practices to minimise contact between the two employees. If the victim so wishes his or her own transfer will be arranged, subject to practical limitations. The result of the hearing should be confirmed in writing to both employees.
11.4.8 If the complainant is not satisfied about the way his or her complaint had been handled, he or she may ask for it to be reconsidered by a Senior manager who has not previously been involved. Requests for reconsideration of the complaint should be made within five working days of the outcome of the first hearing. The decision of this second hearing will be made known to both parties and will be final.

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

11.4.10 An employee who brings a complaint of any form of harassment will not suffer victimisation for having brought the complaint. However if the complaint is untrue and has been brought in bad faith (e.g. through malicious intent), disciplinary action may be taken against the complainant. The Company’s harassment policy and procedure set out under this section do not form part of your Contract of Employment and are intended as guidelines only.
12 Health and Safety
12.1 Compliance
Please read this section carefully and make sure that you fully understand it and the arrangements for seeing that it is effectively implemented.

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

Remember that compliance with safety rules is in your own interest, as well as that of people who may be affected by your actions.

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

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

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

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

This policy extends to:
• The prevention of all injuries and damage to health
• The promotion of occupational health and hygiene
• The control of all risks that may cause damage to property or equipment
• The investigation of ‘near miss’ incidents
• Fire prevention and fire control.

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

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

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

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

Signed: Damian Whitham, Commercial Director
Dated: January 2013

The following is an abridged version of Manpower’s full Health and Safety guidance and further details are available from your Manpower manager.
12.3 Manpower General Policy
The general policy with respect to health and safety at work, and the arrangements for carrying out the policy shall be brought to the notice of Manpower employees via a number of methods including but not limited to the company intranet, employee handbooks and specified training.

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

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

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

12.5 Work arrangements
Before beginning your first assignment you will be briefed on the Company’s Health and Safety Policy and your personal responsibilities, by your Manpower manager.

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

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

The Company recognises its responsibility to ensure your safety, and to ensure that you are not asked to do work exposing you to unacceptable risk. Any work activity that you believe to present a significant risk must be reported to the designated Client representative responsible for safety matters and your Manpower manager.

12.6 Personal Protective Equipment (PPE)
Where protective clothing or safety equipment is required, you will be advised accordingly and supplies will be made available for your use. Information on the correct handling, storage, maintenance, replacement and use of this equipment will be made available before or at the start of the assignment.
12.7 Accident reporting
In cases of accident or injury, or a near miss that could have resulted in an accident, you must notify both the Client representative and your Manpower manager immediately. Accident or injury details will need to be confirmed in writing and entered in Manpower’s accident recording system.

The following information should be noted:

a) Your personal details
b) Time, date and location of the accident or injury
c) What you were doing at the time of the accident
d) Description of the injury and how it occurred
e) Details of treatment
f) Details of witnesses to the accident or injury.

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

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

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

Staff must ensure that they comply with the following requirements:

a) Report to your Manpower manager any (health) conditions that may be detrimentally affected by the manual handling activity.

These will be treated in confidence.

b) Comply with all instructions and training provided in safe manual handling activities
c) Never put your own health and safety at risk when carrying out manual handling activities
d) Use equipment that has been provided to minimise manual handling activities
e) Report any problems relating to the activity to your Manpower manager and the Client’s Health and Safety representative
f) If you become pregnant during your employment with Manpower it is important to let your Manpower manager know, so that they can liaise with the Client to ensure that a Risk Assessment can be carried out of your work and potential hazards identified.

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

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

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

12.9.1 VDUs and eyes
Manpower employees with at least 130 days’ employment with the Company who are regular VDU users (i.e. use a VDU for more than two hours a day on all or most days at work) are eligible for an eyesight test paid for by Manpower. If as a result of the eye test, corrective lenses are prescribed specifically for VDU work, Manpower will contribute to the cost of the necessary eyewear.
Manpower has preferential arrangements with a leading high street chain of opticians (‘the nominated provider’) and wherever possible staff should use the nominated provider for both the eye-test and any resulting eyewear. If there is not a convenient branch of the nominated provider in your locality Manpower will pay for an equivalent test and, if necessary, eyewear from an alternative optician.

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

12.10 Safe driving guidance
This guidance is for drivers of Manpower leased cars, cash for car allowance cars, and privately owned vehicles, driving in the course of day to day business on behalf of Manpower, and Client-fleet vehicles provided by Manpower.

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

Vehicle usage
- Carry out pre-use checks (lights, brakes, wipers, tyres etc)
- Ensure your vehicle is regularly serviced (eg every 10,000 miles or in accordance with vehicle handbook)
- Ensure seat and head restraint are adjusted correctly before you drive.

Driver
During assignments your licence must be available to be checked quarterly, along with valid business insurance (as required).
- Prescription medication that may affect driving ability to be declared to your Manpower manager
- Any ‘DVLA notifiable medical condition’ to be declared to your Manpower manager.

Daily driving (hours)
- Recommended driving period of 2 1/2 hours before a 15 minute rest period should be taken
- Rest periods from driving to be taken with due consideration for the driving conditions e.g. poor weather, early morning/late night driving
- Car journeys not to be started without due consideration in the event of being jet lagged or otherwise tired
- Scheduling of meetings to take into account driving distances and journey times with due allowance for delays.

Accidents
- All driving accidents while at work must be notified to both your Manpower manager and the Client’s Health and Safety Representative immediately.

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

Storage and transportation
- For safety reasons items should not be carried on back seats but as far as possible stowed in the boot

Always follow the advice in the Highway Code.
13 Grievances
13.1 Grievance procedure
Manpower aims to resolve an individual’s grievance fairly, promptly and at the earliest possible stage whilst maintaining constructive working relationships. Manpower always aims to prevent grievances or disputes arising by encouraging a relationship between Manpower consultants, managers and employees that allows the full discussion of any problem the moment it arises.

Your Manpower consultant or manager will make every effort to give you full and correct answers to any problems and it is always to Manpower and not the Client that you should refer.

If matters cannot be resolved informally either through your Manpower consultant or manager or their more Senior manager the procedure set out below should be followed. This procedure provides guidelines only and does not form part of your contract of employment.

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

Stage 1
If you have a grievance related to your employment you should discuss the matter with your Manpower consultant or manager.

Stage 2
If you do not consider the grievance has been satisfactorily resolved after your Manpower consultant or manager has notified you of his/her response, you should submit the matter in writing to the next level of management – normally their Manpower manager – within five working days of receipt of your Manpower consultant’s or manager’s response. A formal grievance meeting will be arranged which you must make all reasonable steps to attend. Following this meeting the Manpower manager will confirm the outcome in writing within a timescale that will be notified to you at the grievance meeting.

Stage 3
If the grievance is not resolved at stage 2, you may refer the matter in writing to the next level of Manpower management responsible for your area within five working days of receipt of the stage 2 decision.

A Manpower manager who has not previously been involved will then be asked to conduct a thorough investigation, including a hearing if appropriate. A decision will be made after consultation with the Manpower manager (and Human Resources if appropriate). You will be advised of this final decision in writing at the earliest opportunity.

Grievances
In the case of a grievance that directly involves your Manpower manager or anyone in your direct chain of management, particularly if allegations of harassment or discrimination on grounds of race, sex, sexual orientation, age, disability or religious belief, or victimisation, are involved, you may contact Manpower’s Customer Services Manager c/o the Human Resources Department at the Corporate Centre, Capital Court, Windsor Street, Uxbridge UB8 1AB.

13.2 Appeals
The three-stage process set out above is designed to give individuals every opportunity to have their grievance fully heard. Stage 3 represents, in effect, an appeal from an operational management decision that has already been implemented or confirmed.

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

13.4 Statutory grievance procedure
The Company’s grievance procedure will always be applied in accordance with any statutory minimum standards that exist from time to time.
14 Disciplinary Procedure
14.1 Purpose
The Company has a disciplinary policy and procedure to ensure that all employees are treated in a fair and equitable manner in relation to unsatisfactory standards of performance and conduct (including breach of any of the terms and conditions of employment). It also aims to ensure that where practical matters are dealt with quickly and that employees are given every opportunity to improve.

In many cases it may not be necessary to resort to the formal disciplinary procedure and counselling may be a more satisfactory method of resolving problems than a disciplinary interview.

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

14.2 Conduct and capability
Where your performance or attendance at work is considered to be below Manpower’s requirements, it is the Company’s aim first and foremost to help you bring it up to an acceptable standard. The disciplinary procedure set out below operates in stages in the same way as for issues relating to conduct with a verbal warning (or review) followed by a formal written warning (or review) if necessary. Your Manpower manager will do everything possible to help you identify the problem and to agree with you the timescales for achieving the necessary improvements.

All Manpower managers have the right, in appropriate circumstances, to dismiss, suspend with or without pay (in cases relating to gross misconduct), or demote any employee whom they manage. Manpower consultants have the right to remove you from an assignment at any time. Dismissal is the very final stage in the disciplinary procedure and a Manpower manager must be confident that the action is fair and reasonable, and ensure that you have had every consideration and have been aware of your rights at every stage in the procedure.

14.3 Principles of the procedure
• No disciplinary action will be taken against an employee until the case has been fully investigated and the facts established having taken into account the statements from any available witnesses and the employee themselves
• At every stage in the disciplinary procedure the employee will be advised of the nature of the complaint against them and will be given the opportunity to state their case before any decision is made.

In all cases, before any disciplinary action is taken the employee will be invited to a disciplinary hearing and be advised of:
• The nature of the complaint against them
• The required level of conduct or performance
The hearing may be adjourned at any point.

If appropriate the employee will also be advised:
• How long they have to reach the required level of conduct or performance
• How the Company will assist them to correct their behaviour
• What will happen if the required standard is not achieved i.e. further disciplinary action or even dismissal

When determining the disciplinary action to be taken, Manpower line managers will consider what is reasonable in all the circumstances, the employee’s record, the penalty applied in similar circumstances and any mitigating circumstances
• The employee will have the right to be accompanied by another Manpower employee or trade union official of their choice at every stage of the disciplinary procedure except at any investigatory stage. The employee must be advised of this right in advance of the meeting
• The accompanying person has the right to speak at the disciplinary hearing but not to answer questions on behalf of the employee
• The right to be accompanied, above, will be effected in line with the provisions of section 10 of the Employment Relations Act 1999
• If the employee is unable to attend a disciplinary hearing due to sickness or injury or other legitimate reason, the meeting will normally be postponed but in cases of long-term absence alternative arrangements may need to be made
• An employee will have the right to appeal against any disciplinary penalty imposed
• The procedure may be implemented at any stage if the employee’s alleged conduct or performance warrants such
• No employee will be dismissed for a first breach of discipline except in the case of gross misconduct or seriously unacceptable performance during a probationary period
• The decision taken at the disciplinary hearing will be confirmed to the employee in writing
• The Company reserves the right to suspend an employee from work with or without pay.

Suspension during investigation and while the disciplinary procedure is being carried out is not a disciplinary sanction but may be used in circumstances where management believe it is in the interest of the Company, another employee or the employee. This means that the employee will not be required to work for the period during the investigation, the conclusion of which will be as soon as is reasonable practicable under the circumstances. The employee will be provided with a letter of confirmation advising them that they are not to attend or visit Company (or Client) premises or make contact with other employees (except their designated representative) until the investigation and disciplinary process is completed.

• If a Client has requested that an employee be removed from an assignment or its premises due to misconduct the employee may be suspended without pay, ‘unassigned’ or transferred to another assignment pending conclusion of any disciplinary process
• Employees may be asked to sign their name to acknowledge receipt of a formal warning. If this request is refused a witness may be asked to verify that the warning has been given. Failure to acknowledge receipt does not, however, invalidate the warning.

14.4 Stages within the disciplinary procedure
The stages within the disciplinary procedure are as follows:
• Verbal warning (formally recorded)
• First written warning
• Final written warning
• Dismissal.

Before an individual receives any formal warnings he/she will already have been made aware of the standards required. Where appropriate advice and/or training will be given. However, where the matter is or has become more serious the following procedure will be used.

The Company may take any of the following measures, as it considers appropriate. The Manpower line manager will decide the most appropriate disciplinary sanction taking into account the seriousness of the offence, the circumstances and the available evidence. If disciplinary action is taken the decision will be confirmed in writing, including the reasons for the warning, the disciplinary action taken and their right of appeal.

14.5 The Procedure
The stages of the disciplinary procedure are as follows:

Stage 1 Verbal Warning – valid for a maximum of 6 months
If the conduct or performance of an employee does not meet acceptable standards, or an infringement by the employee of rules is of a minor nature, the employee will normally be given a verbal warning. A record of the verbal warning will be sent to the employee and a copy kept in the employee’s personal file, but it will be spent after a specified period, which may be up to six months, subject to satisfactory conduct and performance.

Examples of conduct and performance that may warrant a verbal warning are:
• Timekeeping
• Unsatisfactory performance
• Unacceptable appearance or personal presentation.
NB. This list is not exhaustive.
Stage 2 Written Warning – valid for a maximum of 12 months
In the case of more serious misconduct or repeated failure to maintain the required standards a written warning may be given. It will state the improvements necessary to meet the required standards and the nature or likely disciplinary action to be taken if such standards are not achieved. A copy of the written warning will be sent to the employee and a copy kept in the employee’s personal file, but will be spent after the specified period, subject to satisfactory conduct and performance.

Examples of conduct or performance which may warrant a first written warning are:
• Failure to improve after a verbal warning
• A breach of Company procedure.
NB. This list is not exhaustive.

Stage 3 Final Written Warning – valid for 12 months
If there is still failure to improve such that conduct or performance is still unsatisfactory after a (stage 2) written warning, or if the misconduct is sufficiently serious to warrant a final written warning but insufficiently serious to justify dismissal at this stage, a final written warning will normally be given to the employee. A copy of the final written warning will be sent to the employee and a copy kept in the employee’s personal file, but will be spent after 12 months, subject to satisfactory conduct and performance.

Examples of the conduct and performance that may warrant a final written warning are:
• Repetition of an offence for which a warning has already been given
• Damage to Company’s premises or property caused by employees’ negligence
• Breach of safety rules
• Failure to improve performance or attendance to required standards after previous warnings.
NB. This list is not exhaustive.

Stage 4 Dismissal
If conduct or performance is still unsatisfactory and the employee still fails to reach the prescribed standards or the employee is guilty of gross misconduct (see below) dismissal will normally result.

Disciplinary Procedure
A disciplinary meeting must be held to consider all the circumstances before dismissal is effected and the standards of procedure outlined above must be followed.

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

The employee should be provided, as soon as reasonably practical, with written confirmation of dismissal, the date on which employment terminates, and confirmation of the right of appeal (which must be exercised within seven calendar days – please also see section 14.8.

14.6 Offences during or outside work which may lead to prosecution
Where an employee commits (or is alleged to have committed) an offence whether inside or outside work which renders him liable to prosecution Manpower reserves the right to suspend the employee from duty, without pay, pending the outcome of any criminal proceedings, or may take action before a hearing takes place, depending on the circumstances of the matter. If an employee’s arrest results in a prolonged unauthorised absence from work (e.g. where the employee is remanded in custody) the Company may treat this as gross misconduct.

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

The following are examples of offences, which may be classified as gross misconduct.
- Dishonesty, whether at work or not, including the theft or attempted theft of cash, products or services from the Company, its Clients, suppliers or other employees
- Serious breach of a Company or Client procedure
- Actions or performance which leads to the Company’s loss of trust and confidence in the employee’s ability to do their job
- Actions which endanger the Company’s reputation with its Client(s) or the public, including, but not limited to, conviction of a criminal offence subject to a review of the circumstances of each case
- Unauthorised use of, or wilful or reckless damage to, Company or Client or fellow employee’s premises or property
- Unauthorised possession of Company or Client property or the property of a fellow employee
- Fraud or deliberate falsification of records
- Serious negligence or reckless behaviour
- Serious breach of the Company or Client health and/or safety regulations
- Harassment or discrimination (e.g. on grounds of sex, sexual orientation, age, race, disability or sectarianism, but also including ‘bullying’)
- Any act of physical violence, or threatening behaviour, during the course of duties or connected with the Company or the Client in any way
- Serious acts of insubordination
- Breach of confidentiality
- Incapability through alcohol or use of illegal substances
- Possession of illegal drugs or illegal substances at work
- Use of offensive or abusive language.
- Breach of security
- Prolonged unauthorised absence from work
- Horseplay or practical joking, which results in injury or exposes other employees of the Company or its Clients to risk
- Unauthorised copying or misuse of computer software (including email or the internet)
- Where membership of a professional body is an essential qualification for work, failure to maintain membership after reminders or being struck off for professional misconduct
- If driving is an essential part of your job, loss of your driving licence following conviction (not medical reasons)
- Conviction of a criminal offence during your employment with Manpower (other than a road traffic offence for which a non custodial penalty is imposed).

For Manpower driving assignments additional examples of gross misconduct include:
- Deliberate falsification of the statutory record of hours
- Non-observance of the driver’s hours regulations
- Failure to notify your Manpower manager of any material changes to your driving licence, such as endorsements or convictions
- Failure to notify your Manpower manager of changes in health which could affect your ability to drive.

NB. These lists are not exhaustive.

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

An employee accused or suspected of an act of gross misconduct may be suspended from work with or without pay while the Company investigates the alleged offence and conducts any disciplinary proceedings. Such suspension should be for no more than one week, if practicable.
14.8 Appeals
An employee who wishes to appeal against a disciplinary decision must submit their appeal in writing to their Manpower manager within seven calendar days of being notified in writing of the decision. The basis of appeal should be specified and will normally be one or more of the following grounds:

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

A member of Manpower management who has not previously been involved in the matter will hear the appeal. At Stage 3 or 4 a decision will normally be made after consultation with a Human Resources representative.

An employee has the right to appeal against any level of disciplinary action taken.

- The appeal will be held as soon as is practicable
- The appeal will be treated as an unprejudiced hearing, with the aim of investigating inconsistencies in all parties’ views and giving fair consideration to all available facts.
15 Data Privacy Policy
15.1 Protection of personal data
Under the Data Protection Act 1998, Manpower has certain responsibilities and you have certain rights, concerning personal information about you that is processed automatically.

Our policy is:
- To collect, use and retain personal information that is required for business or legal reasons only
- To ensure that employees have access to their personal records and that this information is correct
- To limit internal access to such information only to those with a business reason for such access
- To allow access to such information to outside sources only with employee approval, except to verify employment or comply with legal requirements
- To adhere to the eight Data Protection Principles which are set out in the 1998 Act.

15.2 Rights of access and disclosure
Manpower processes your personal information (i) to provide you with job placement services, (ii) for staff administration purposes, (iii) to maintain its contractual or business relationship with you and (iv) for accounts and records. (v) to assess your suitability for a position or task and to provide you with training opportunities, (vi) for personal improvement, selection and appraisal purposes, and to improve the quality and performance of the services that we provide; and (vii) for the management and defence of legal claims and actions, compliance with court orders and other legal obligations and regulatory requirements.

We may disclose your personal information to our Clients, other Manpower locations, to subcontractors who perform services on our behalf, and where we are otherwise required to do so, such as by court order. Personal information pertaining to you may be transferred outside the EU to locations of Manpower entities, our parent and sister companies and to Clients relevant to the services that we are providing. Manpower has taken steps to ensure that all information transferred receives an adequate level of data protection.

You can access and rectify your personal information, or obtain further information, by emailing us at dataprivity@manpower.co.uk or by writing to us at:
Data Privacy Officer, Manpower UK Ltd, Crown Chambers, Academy Way, Warrington, Cheshire WA1 2HN.

15.3 Sensitive personal data
It may be necessary for Manpower to hold or use what the Data Protection Act calls ‘sensitive personal data’.

This means data about one or more of the following:
- Racial or ethnic origin
- Political opinions
- Religious or similar beliefs
- Union membership
- Physical or mental health or condition
- Sexual life
- Commission or alleged commission of offences
- Criminal records or proceedings.

Manpower processes sensitive personal information only if required to comply with legal obligations or with your consent on signing your SED.
16 Miscellaneous
16.1 Industrial relations
If you are working for Manpower in any role, you have the right to belong to or to join an appropriate trade union and to participate in its activities.

Manpower recommends that all staff consider joining an appropriate trade union. Manpower enjoys good relations with a number of trade unions who offer a range of individual benefits as well as advice and support on work related matters. This includes the representation facility described in Sections 13 and 14 of this handbook. Membership helps to increase the range and continuity of work opportunities available to you and other Manpower staff and can contribute to a more harmonious relationship with the staff of our Clients. Should you leave Manpower you are encouraged to maintain your membership to allow continuity in your links with your chosen union.

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

Our Industrial Relations Policy means that our staff will not replace striking workers nor undertake duties normally carried out by striking workers. If you encounter a picket line at our Client’s place of work contact your Manpower manager, report the situation and follow their advice as to your next course of action. You are not obliged to cross the picket line and will not be subject to any disciplinary action for failing to do so. However, in most cases our staff are not directly involved in the industrial action.

Manpower has a very good record of industrial relations with its trade union partners. In the unlikely event of any disputes there are agreed procedures that must be followed and employees should note that taking part in some types of industrial action – for example ‘unofficial’ industrial action or related to a dispute between a union and our Client – may be a breach of your contract of employment and can result in disciplinary action or even termination of your assignment or employment.

16.2 Right to search
Manpower may request the right to search employees or their property while they are at work for the Company, and refusal of a reasonable request may result in disciplinary action. This right may also extend to Clients of the Company on whose work employees are engaged, but in that event, the requirements will have formed part of the work specification and you will be notified in advance.

16.3 Inventions and confidentiality
On certain assignments Manpower may require you, as a condition of accepting the work, to enter into an agreement with the Client about the ownership of any patents or rights in respect of any inventions or discoveries made by you in the course of your work during the assignment. The Company may also ask you to enter into an agreement with the Client not to disclose confidential information.

During your employment you may be given access to important confidential information belonging to Manpower and its Clients and you should not, either during or after your employment with Manpower, disclose or use this information for any purpose other than as expressly authorised by Manpower or the Client. Confidential information includes (but is not limited to) any information which is treated by Manpower or its Clients as confidential.

16.4 Ex-offenders
Due to the unique character of our work, Manpower reserves the right not to employ or offer employment to individuals who have been convicted of a criminal offence, subject, of course, to the Rehabilitation of Offenders Act 1974. For certain assignments we may also require you to obtain a Disclosure certificate from the Disclosure and Barring Service (DBS).
16.5 Personal records
It is most important that our personnel records are always accurate and up to date. This is now a legal requirement. Not only does this ensure that we are able to administer your work needs efficiently, it also helps us to provide the best possible service to our Clients. Please keep in contact with your Manpower manager at all times and make sure that any changes to personal details such as name, address and telephone number, are promptly notified. To ensure you are able to exercise the various rights available to working parents it is important that all employees (including men) notify Manpower about any additions to the family. Any changes in your availability for work are also very important.

If you leave Manpower and rejoin at a later date, please do not forget to tell us about any additional work experience or new skills gained in the meantime.

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

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

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

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