



gap personnel

Employee Handbook

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Welcome to gap personnel - one of the UK's Top 10 industrial recruitment agencies

We are the eighth largest industrial labour provider in the UK supplying temporary and permanent workers to firms in sectors including automotive, manufacturing, warehousing, waste management, recycling and food production.

With our HQ in Wrexham, North Wales, we offer nationwide coverage, across seven major regions, through our local branches, Specialist Divisions and 40 On Site contracts – with clients ranging from SME and start-up businesses to multi-national organisations.

We currently payroll 7,000 temporary workers per week and cover more than 2 million shifts per year.

gap personnel is extremely proud to have been awarded with the Investors in People GOLD Award and has been awarded "Sunday Times Best Companies to Work For" accreditation for seven consecutive years, with internal staff retention figures being amongst the best in the industry.

Agency Worker Regulations - Worker Rights

New legislation from October 1st 2011

The Agency Workers Regulations (AWR) came into effect on 1st October 2011, and they are probably the biggest change to legislation for temporary workers since the introduction of holiday pay rules in 1998.

The changes in regulations will affect most temporary workers. If you would like further information concerning your specific circumstances, please contact your account manager at gap personnel for a confidential consultation.

What's the legislation all about?

It aims to ensure the fair treatment of temporary workers who are retained on long term assignments at the same hirer. In some cases this will mean that workers will eventually be entitled to receive the same pay, along with some benefits as if they had been engaged directly by the Hirer.

There are also some changes to your rights that will apply from the first day of your assignment with any hirer that we place you with.

What does this mean?

From your first day on site you will be entitled to:

- Access to 'Collective facilities and amenities' e.g. office canteen or child care facilities provided on-site.

This does not include off-site facilities not provided by the end employer itself e.g. subsidised gym membership. (NB If there is a waiting list for the child care facilities or other facilities, you can't jump the queue. You just add your name to the bottom of the list.)

- Notification of any other appropriate employment opportunities on site that are notified to other staff

After 12 continuous weeks in the same assignments you will be entitled to:

- Basic pay, overtime etc, and personal performance bonus that are the same as you would have received if hired directly. This does not include profit shares or whole company bonuses that are not related to your personal performance
- Similar terms relating to the duration of working time, including night work and rest periods as the hirer applies to its own staff
- The same number of Holidays as you would have received if engaged directly by the hirer

You are not entitled to other benefits such as sick pay or maternity pay etc. in excess of statutory pay, pension, redundancy, or staff loans.

What impact will it have on me?

gap personnel have been working with all of our clients to ensure that there is no detrimental impact to our workers as a result of this new legislation being introduced. New systems & processes have been introduced to ensure that the regulations are always complied with. In some cases there will be changes to the length & duration of assignments but this will be entirely dependent upon the type of work that you do for gap personnel and also the client that you are placed with.

Any changes that apply to you will be advised at the start of your assignment or as soon as reasonably practicable thereafter

Are there any opt outs or exemptions?

1. If your assignment with the end client does not exceed 12 weeks (counting from the either the start date of the assignment or the 1st October 2011 – whichever is later) then obviously you will not be entitled to post 12 week QP rights
2. If you work through your own limited the company then you are likely to fall outside of the scope of the legislation.
3. If you are a professional worker (e.g. Doctor, Nurse, Architect, LGV Driver, Surveyor, Engineer) then you are likely to fall outside the scope of the legislation.
4. If you are engaged under a contract of employment that entitles you to receive Pay Between Assignments (PBA) then the part of the Regulations that applies to pay (regulation 5) is not applicable to you.

What changes will be made to my assignment length or duration?

Assignment length or duration will continue to be determined by the requirements of the client. However, gap shall be introducing a new policy whereby all assignments will be for an initial maximum of 11 weeks. At 11 weeks we will review the requirements of the client and contractual arrangements and a decision will be made to either - this is called the **review period**.

During the review period, gap personnel will consult with the client. If you are still working in the same assignment at the end of the **review period** we may:

- Extend your assignment with the client
- Offer you a different assignment with the client
- Terminate your assignment with the client
- Offer you an assignment with another client
- Offer you an opportunity to take up a new assignment with the client as a permanent agency employee under an enhanced PBA contract

Agency Worker Regulation - Worker Rights Continued

What happens if gap personnel extend your contract with the client?

Once you have completed your 12th continuous week, you will be entitled to receive equal pay & benefits to a comparable permanent employee of the client. If you are offered an extended assignment, gap personnel will advise you of any changes that will be made to your pay & benefits at the end of the review period. However, you are entitled to request this information at any time during your assignment with the client.

Why would I be offered an enhanced PBA contract?

In some cases, during the review period, a client may express a desire to retain certain workers on a long term basis.

This would normally happen when the client is unable to offer a permanent job or fixed hours to the worker immediately but:

- When the client has been impressed with the performance of the worker
- The worker has demonstrated an aptitude or skills which they need to retain on an open-ended basis
- Where the client is considering the worker for a permanent role as soon as they are able to do so
- When your performance and commitment meets the gap personnel criteria for offering enhanced PBA contracts

It is important to note that you are not obliged to accept an offer of a new contract. It is entirely optional and if you choose not to accept the offer this will not affect your eligibility to be considered for further assignments with gap personnel under your original contract.

What is an enhanced PBA contract and what does it mean to me?

You will enter into an employment contract with gap personnel that makes you a permanent employee and gap personnel will then normally place you on long term assignment with our clients. This will mean that the aspects of the AWR regulations that cover equal pay will not apply, but in return for this you will benefit because:

- You may be offered a long term assignment
- As our employee, we treat you with priority with regard to available work
- As you may be engaged on a long term assignment, you may have a greater opportunity to secure a permanent job with a client, if such an opportunity becomes available
- You will be paid between assignments (PBA) if you are available for work and no work is available

What is the PBA & how do I claim it?

If you are available for work (i.e. not sick, out of contact, on holiday, working on another assignment etc.) and no suitable work has been available for 7 consecutive days. The rate of pay between assignments is the higher of National Minimum Wage and 50% of the highest level of pay within the 12 weeks previous. This entitlement lasts for up to 4 weeks per contract of employment.

How can I check if I am receiving my full entitlement under AWR?

If you have any questions about your entitlements you should submit these to your account manager at gap personnel, at the earliest opportunity.

The legislation specifies a written request for information and twenty eight day response period. If you do not receive an adequate response after 30 days, you can escalate up the chain to client. However, gap personnel will normally respond to your request within **7 days**.

If the information you receive suggests to you that you have not received your full AWR rights, then you should discuss this with gap personnel to try to clarify any issues. If we identify any errors we will rectify these issues immediately (including any historical back pay etc), or agree revised terms and compensation as appropriate. If you feel that your gap personnel contact has not resolved the issue adequately then you should escalate a complaint to the Managing Director. Failing this, you can take your claim to an Employment Tribunal, but this should be a last resort as failure to provide full AWR rights may have arisen merely by error or due to a lack of full information.

If I submit a request for information about my AWR entitlements, is there a risk that my contract may be terminated?

Absolutely not! At gap personnel we respect the rights of our workers and whilst our principle concern is to maintain regular flexible employment for our workers, we will always protect our workers rights whilst doing so. Your rights to request information and take action under this legislation are specifically protected by regulation 17 of the AWR and to take action against a worker for exercising rights under the regulations is an offence. An employment tribunal may find that you are due compensation if you have been treated unfairly.

The legislation is called The Agency Worker Regulations 2010, available at www.legislation.gov.uk/ukxi/2010/93/pdfs/uksi_20100093_en.pdf, and there are also some guidelines called, surprisingly, Agency Workers Regulations Guidance! See www.bis.gov.uk/assets/biscore/employment-matters/docs/a/11-949-agency-workers-regulationsguidance.pdf

Availability for Suitable Assignment Policy

Introduction

There may be periods when you are not on an assignment but are available to work. gap personnel need to be kept informed about your circumstances during such periods so that gap personnel can seek work for you and comply with its obligations towards you. Failure to keep gap personnel informed of your circumstances in accordance with this policy can result in disciplinary action being taken against you and this may result in a summary dismissal.

The procedure below must be followed to keep gap personnel informed of your circumstances during periods when you are not on an assignment but are available for suitable work.

Procedure

- In periods where you are not on assignment but available for suitable work you must call your local gap personnel branch, between the hours of 07.30 am and 09.00 on every working day (Monday to Friday), to register your availability.
- In the event that we have not received your confirmation of availability for a period of 5 consecutive working days we will contact you by post/fax/email or telephone to give you an opportunity to rectify the failure.
- Failure to register your availability to local gap personnel branch on a daily basis (i.e sporadically or intermittently registering your availability or providing no communication at all, particularly after you have been given an opportunity to rectify the failure) without good reason is likely to result in disciplinary action being taken against you and this may result in summary dismissal.
- The above procedure does not apply where you are on pre-authorized annual leave or on sickness absence (i.e. when you are not available to work) and in the case of sickness absence you should still notify gap personnel of such absence in accordance with procedures in your contract of employment.

Disciplinary Procedure

The grievance and disciplinary procedures are not contractually binding on the Company (save if and to the extent provided otherwise by law from time to time) and the Company may alter them, or omit any or all of their stages where it considers it appropriate.

Purpose

This procedure is designed to ensure consistent and fair treatment of disciplinary issues and to help and encourage all employees to achieve and maintain appropriate standards of conduct, attendance and job performance.

This procedure aims to bring about improvements in work and conduct. It is not simply a mechanism to dismiss employees, although in some cases this may be an outcome of the procedure.

Scope

This procedure applies to all employees of gap personnel. gap personnel reserves the right to alter any of this procedure's terms at any time although you will be notified in writing of any changes.

General Principles

- The purpose of this document is to set out gap personnel's current procedure and rules for the handling of disciplinary matters. It does not confer any contractual rights.
- gap personnel can choose to deal with minor instances of misconduct and initial unsatisfactory levels of performance informally, by way of verbal counselling, guidance or instruction to the employee which will not appear on your personnel file. Formal steps will be taken under this procedure however if the matter is not resolved or where the matter is repeated or more serious.
- No disciplinary action will be taken against an employee without prior investigation, where an investigation is necessary to establish the full facts of the case.
- You will be given written details of the allegations or complaint against you.
- You will be given access to any relevant information and papers.
- You will be given the opportunity to state your case in response to claims against you.
- The disciplinary procedure may be invoked at any stage depending on the seriousness of the offence.
- Different reasons for disciplinary action will usually be treated separately under the disciplinary procedures, thus more than one warning may run concurrently however, it is possible that gap personnel will consider an employee's entire disciplinary and employment record should the circumstances warrant.
- At all formal disciplinary proceedings under the procedure, including appeals, the employee will have the right to be accompanied by a trade union representative or work colleague.

Disciplinary Procedure Continued

- The employee will receive confirmation of the outcome of any disciplinary proceedings in writing; such confirmation in writing will be given within a reasonable time following any disciplinary proceedings.
- An employee will have the right to appeal against any disciplinary action taken against them and an employee will be notified of how they can appeal a decision at the same time they receive written confirmation of the outcome of any disciplinary proceedings.
- If a grievance is raised which relates directly to ongoing disciplinary proceedings, the disciplinary process will normally be suspended to allow for the grievance to be dealt with. Once the grievance has been concluded, the disciplinary process may recommence. There may be occasions where the disciplinary and the grievance cases will be dealt with together or concurrently.
- Matters will be dealt with promptly by the Company and without unreasonable delay. However, any of the timescales detailed within this procedure may be extended by agreement of gap personnel and the employee.
- Where practicable different managers will carry out investigation, disciplinary hearing and appeal stages of this procedure. gap personnel reserves the right to amend, adjust or shorten any steps in any disciplinary proceedings at its own discretion.
- Where it is impracticable to hold a disciplinary meeting face to face, gap personnel can deem it suitable to (or agree to an employee's reasonable request) hold a disciplinary meeting by way of telephone conference. In such circumstances, gap personnel will notify an employee of the time and date of the telephone conference and how an employee should join the telephone conference at the specified time

Procedure

Type of Offence

Disciplinary offences have been categorised into two types for the purpose of this policy.

These are:

- General Misconduct
- Serious Misconduct

1. The term 'General Misconduct' means breaches of gap personnel rules, conditions of employment, conduct, capability or performance or any nature or issue that is not covered by the term 'Serious Misconduct' defined in the appropriate section of this policy.

2. Offences committed under these categories will be dealt with in accordance with

the procedures laid out below and may result in a formal warning (at any level) or dismissal, depending upon the circumstances of the case.

Formal Disciplinary Action

Investigation

Before any disciplinary action is taken against you the Company will carry out an investigation, if necessary. The purpose of the investigation is to establish the facts relating to any disciplinary allegations against you before deciding whether to proceed with a disciplinary hearing.

The person carrying out the investigation may review any relevant documents or materials, interview you or take witness statements from witnesses.

Interviews during the investigatory stage are solely fact-finding and no decision will be taken on disciplinary action. Accordingly, you do not normally have the right to bring a companion to any investigatory interview.

If the person conducting the investigation considers that it is necessary to invoke the formal disciplinary procedure he/she will inform you. The following procedure will then apply.

Statement of grounds for action

Following any investigation, if the Company considers there are grounds for disciplinary action the Compliance Manager will set out in writing the allegations against you and the basis for those allegations which lead the Company to contemplate dismissing or taking disciplinary action against you. The Compliance Manager will then send a copy of the statement to you, along with any relevant documents and witness statements, where necessary and invite you to attend a meeting to discuss the matter.

Meeting

You will be given written notice of the date, time and place of the disciplinary meeting. You are entitled to be accompanied at the meeting by a companion (see overleaf for the definition of 'companion'). You must take all reasonable steps to attend the meeting. Failure to attend the meeting without good reason may be treated as misconduct in itself and a decision may be taken in your absence. If you or your companion cannot attend at the time specified you should inform the Company immediately and alternative arrangements will be made.

Disciplinary Procedure Continued

The meeting must take place before action is taken, except where the action consists of suspension or in very unusual cases where no meeting is appropriate (for example where your behaviour is extremely violent or threatening). The Company will explain the complaint against you and go through the evidence. The purpose of the meeting is to review the evidence and allow you to respond to any allegations made against you. Relevant witnesses may be called to the hearing where, in the view of the Company, it is reasonable to do so. Reasonable advance notice is required where you intend to call any witnesses, and it will be a matter for the Company, acting reasonably, to decide:-

- (a) if the witness is relevant; and
- (b) how the evidence should be dealt with at the hearing.

The meeting may be adjourned if the Company needs to carry out further investigations or to re-interview witnesses in light of any new points that have been raised at the meeting. You will be given a reasonable opportunity to consider any new information before the meeting is reconvened.

Within 1 week of the meeting, you will be informed in writing of the disciplinary decision and of any disciplinary sanction imposed. You have the right to appeal against the decision if you are not satisfied with it.

Sanctions

Warnings

Formal Verbal Warning

You will be given a formal verbal warning in the case of minor offences where you have no other active warnings on your personnel record. You will be advised that the warning constitutes the first formal stage of the disciplinary and dismissal procedure. The nature of the offence, the reason for the warning and the likely consequences of further offences or a failure to improve will be explained. You will also be advised of your right of appeal. A note of the formal verbal warning will be kept in your personnel file and remain active for a period of 6 months.

Written Warning

A first written warning will usually be given if:-

- (a) the conduct or performance issue is a serious one where there are no other active warnings on your disciplinary record; or
- (b) there is a further act of misconduct or there is still a failure to improve following the verbal warning.

The written warning is likely to include:-

- (a) details of the complaint/infringement;
- (b) the improvement required and the period allowed for improvement;
- (c) what further disciplinary or dismissal action will be taken by the Company should you not respond to the warning; and
- (d) the right of appeal and the person to whom you should appeal within a specified period.

A copy of the warning will be kept in your personnel file and will remain active for a period of 12 months.

Final Written Warning

A final written warning will usually be given if:-

- (a) there is no active written warning on file but the conduct or performance issue is sufficiently serious to warrant a final written warning; or
- (b) there is a further act of misconduct or there is still a failure to improve following the written warning.

The final written warning is likely to include:-

- (a) details of the complaint/infringement;
- (b) the improvement required and the period allowed for improvement;
- (c) the fact that a failure to improve may lead to dismissal; and
- (d) the right of appeal and the person to whom you should appeal within a specified period.

A copy of the warning will be kept in your personnel file and will remain active for a period of 12 months.

Dismissal

You may be dismissed by the Company for any of the following:

- The required improvement is not achieved within any timescale stated in the Final Written Warning; or
- Further misconduct or poor performance takes place during the existence of a Final Written Warning, whether or not involving a repetition of the conduct or poor performance which was the subject of the Final Written Warning; or
- An overall view of the employee's entire disciplinary record is taken and considered to be unacceptable; or
- The employee has committed an act of Serious Misconduct

Disciplinary Procedure Continued

If, following the meeting, management decides to dismiss you, then the decision to dismiss will be given to you in writing stating:-

- (a) the nature of the offence;
- (b) the reason for the dismissal;
- (c) the period of notice of dismissal (if any);
- (d) when the dismissal will take effect; and
- (e) the right of appeal and to whom the appeal should be made.

In exceptional circumstances, gap personnel may seek the employee's agreement to action demotion or suspension without pay or other penalty as an alternative to dismissal. Where it is deemed appropriate, a Final Written Warning may also be issued or continued in force. It should be remembered that the Company is not obliged to impose any sanctions in a set order. Therefore, if the Company considers that your offence merits a final written warning or dismissal, the Company may impose that sanction without first having issued a previous warning.

Length of Warnings

A verbal warning will usually last for 6 months and a written warning will usually last for 1 year during which such warnings will remain 'active'. During an active period, such warnings may be taken into account when the Company deals with any disciplinary proceedings in relation to any further offences (whether minor or serious in nature) committed by you. After the active period it will be disregarded in deciding the result of future disciplinary proceedings. However, this is subject to the following:

- the Company reserves the right to extend the length of the warning if the nature of the misconduct justifies it (in particular, if imposition of lesser penalty is an act of leniency or act of misconduct is the same or substantially similar to that of an earlier offence in which previous warning given);
- the Company reserves the right to rely on spent warnings where the act of misconduct is the same or substantially similar to that of an earlier offence in which previous warning given and it is fair and reasonable in all the circumstances for the Company to rely upon it;
- the Company reserves the right, prior to the expiry of a warning, to review your conduct and if it has not sufficiently improved to extend the active period of the warning.

Serious Misconduct

The following are examples of conduct falling within the definition of serious misconduct and which entitle gap personnel to dismiss you without notice or payment in lieu of notice:

- Theft or attempted theft from gap personnel, their clients, end users or their employees. For the avoidance of doubt this shall include, without limitations, falsifying timesheets, or otherwise claiming that you worked on assignment during hours in which you did not in fact work;
- Fraud, for the avoidance of doubt this shall include clocking in or out for another employee of either gap personnel or the client or end user;
- Rude, offensive, racist, sectarian and threatening behaviour to gap personnel, it's clients, the end user or their employees;
- Malicious damage to property, including the introduction of viruses and other damage to computer systems;
- Breaches of gap personnel internet use policy, including downloading pornographic material or other damage to computer systems;
- Failure to obey a lawful order;
- Breach of confidentiality;
- Negligence resulting in serious loss, damage or injury to gap personnel, their clients, the end user or their employees;
- Failure to observe the provisions of the Health and Safety at Work Act 1974 including behaviour which endangers yourself and/or others;
- Attempting to perform duties while under the influence of alcohol and / or drugs;
- Failure of a medical for reasons relating to alcohol and / or drugs;
- Possession of illegal drugs or alcohol on Company premises or in company vehicles;
- Failure to be available for work during an acceptable period (as detailed by you in your Registration Form) in which you are contracted under the terms cited in Regulation 10 of the Agency Workers Regulations 2010;
- Refusal to accept an offer of work that you have stated is acceptable to you in your Registration Form;
- Conviction of a serious offence;
- Excessive use of the Company's, its Client's or the end user's systems for personal matters;
- Unauthorised expenditure or commitment of Company, its client's or end user's funds;
- Serious breach of Company, its client's or the end user's rules;
- Violent, dangerous or intimidating behaviour;
- Sexual, racial, sectarian or other harassment of a fellow employee or any personnel of a client or end-user;
- Offering or receiving gratuities without first seeking authorisation from the Company;
- Posting derogatory comments about the Company, its client's or the end user on any form of social media network or other type of media which can be accessed by the public generally or by a large group of people;
- Serious or willful neglect of your duties;

Disciplinary Procedure Continued

- Failure to follow the Company's, client's or end user's documented procedures and regulations or refusal to comply with the policies of the Company, its clients or end users, for example, relating to expenses;
- Soliciting money for personal gain, or in the operation of a personal business;
- Failure to submit timesheets in respect of work done by you without good reason;
- Refusal to accept and act on reasonable instructions from a gap personnel Representative or Supervisor or Manager of the end user;
- Smoking in any unauthorised area of the client site or its grounds;
- Sending material that contains language that is offensive or that could upset others;
- Communicating material in a manner that would reflect poorly on the Company, its clients or the end user;
- Use of any data stored on the Company's, clients or end user's systems other than in connection with related assignments;
- Gaining unauthorised access to any computer system of the Company or any other organisation or hacking in to another website;
- Any act of bribery committed by you whether for your own or another's gain
- Failure to remain in contact in regard to your availability to work in between assignments (i.e. failure to comply with the 'Availability for Suitable Assignments' policy
- Failure to attend a disciplinary meeting without good reason

3. The above list is not exhaustive but illustrates the type of conduct that normally merits dismissal for a first offence.

4. If you are accused of Serious Misconduct you will be suspended from work while the allegations are investigated. If, on completion of the investigation and a full disciplinary hearing, the Compliance Manager is satisfied that Serious Misconduct had occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

5. The employee will be given the right to be accompanied to any disciplinary hearings relating to allegations of Serious Misconduct. Employees will also be given the right to appeal against any disciplinary sanction, including dismissal, which result from a disciplinary hearing relating to allegations of Serious Misconduct.

Other Offences

6. Whilst disciplinary action will normally concern matters connected with employment there may be occasions when incidents happening outside of working hours and away from gap personnel, its client's or end user's premises could result in disciplinary action.

Criminal Offences

7. If an employee is remanded in custody or a custodial sentence is imposed on conviction, a decision may have to be taken immediately as to whether gap personnel can continue employment. This decision will take into account the ability to fulfil the contract of employment and all of the circumstances of the case. Any absence prior to the termination of employment, in these instances, will be without pay.

8. It is a strict condition of all employees' contract of employment that in the event of an employee being charged with a criminal offence, they should disclose this fact to gap personnel immediately

Right of Appeal

9. Any appeal should be made to the Managing Director of gap personnel. Appeals will be conducted by a manager with authority to uphold, amend or overturn the original decision.

10. All appeals must be made in writing, stating the full grounds of appeal, within 1 week of the date (or such period as specified in the written confirmation of disciplinary outcome) on which you were informed of the decision. Failure to lodge the written notice within that time period will be regarded as acceptance of the disciplinary decision and/or sanction and no further right of appeal will be available.

11. An appeal meeting will take place within 2 weeks of receipt of the written notice of appeal or as soon as practicable thereafter. You must take all reasonable steps to attend the meeting. The appeal meeting need not take place before the dismissal or sanction takes effect. In cases of dismissal the appeal will be held as soon as possible.

12. If you raise any new matters in your grounds of appeal the Company may need to carry out further investigation prior to the appeal meeting. You will be given an opportunity to state your case and may be accompanied by a colleague or a trade union official.

13. The Manager hearing the appeal will have the authority to overturn the original decision, revoke it, or impose any other disciplinary penalty that he/she feels appropriate in the circumstances. Their decision is final and there is no further right of appeal. A written decision stating the outcome of the appeal will normally be sent to you within 5 working days of the meeting.

Definition of Meeting

14. During the first 12 months of employment a meeting can constitute, but is not limited to, an online conversation or a conversation on the telephone.

Disciplinary Procedure Continued

15. Should a face to face meeting be called this will be held at gap personnel's head office at Building 2, Chesney Court, Wrexham Technology Park, Wrexham, LL13 7YP.

16. Failure to attend a meeting in any of the above detailed forms during your first 12 months of employment will mean that meeting being carried out in your absence and you will be informed of the outcome in writing.

17. Failure to attend 2 meetings after the twelfth month of employment will mean that the meeting will be carried out in your absence unless a satisfactory explanation is given.

Suspension

If appropriate, the Company may by written notice suspend you while any investigation takes place. The suspension will be for no longer than is necessary to properly investigate the allegations. During any period of suspension you will not be entitled to enter the Company's premises or contact any of the Company's clients, customers, suppliers, contractors or employees, unless you have been authorised to do so by the Compliance Manager. Suspension is not a disciplinary sanction and does not imply that any decision has already been made about your case. You will continue to receive your full basic salary and benefits during the period of suspension.

Confidentiality

All employees, including witnesses, must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter. You will normally be told the names of any witnesses, whose evidence is relevant to disciplinary proceedings against you, unless the Company believes that a witness's identity should remain confidential.

Right to be Accompanied

by a companion who is either:-

- a work colleague; or
- a trade union official; or
- a lay official, not employed by the union. In this case, the union must certify in writing that the official has experience or training in acting as a worker's companion. Your companion has the right to address the meeting to put forward your case, to sum up the case, to confer with you during the meeting and to respond on your behalf to any comments expressed at the meeting. Your companion is not, however, allowed to answer questions on your behalf. You must tell the Company who your companion is, in good time before the meeting. If your companion is an employee they will be allowed reasonable time off without loss of pay to act as your companion. If your companion cannot attend the meeting on the date set, then the Company will postpone the meeting for up to 5 days

Summary of disciplinary, appeal and grievance procedures

Towards the end of 1994, a new law came into effect giving **employees** new rights and responsibilities. If you have a grievance at work, or are involved in a disciplinary or dismissal situation, then there is a minimum 3-step procedure that the employee and gap personnel **MUST** follow.

This 3-step process already exists within our current Policies and Procedures. This page is intended as a brief guide as a summary of the following three sections on Disciplinary, Appeal and Grievance Procedures.

As ever, workplace problems should, in the first instance, be sorted out informally where possible, by talking about them as and when they happen. When this does not resolve the problem, we must each follow the following procedure: -

The 3-Step Procedure

Step 1 – Put it in Writing

In the case of dismissal or disciplinary action being considered, gap personnel will put in writing why the action is being considered. Similarly, if you have a grievance, you must put the reasons for your grievance in writing to gap personnel.

Step 2 - Meet and Discuss

In either a Disciplinary or Grievance case, and after allowing time to consider the issues raised, we must both meet to discuss the issues and all meetings will be held in our Head Office in Wrexham. After that meeting, gap personnel will inform you of their decision and of your right of appeal - you must appeal to complete the process if you feel that you have been unfairly treated.

Step 3 - Appeal (if required)

We must meet again to discuss the issues at our Head Office.

After this meeting, gap personnel will inform you of the final decision.

If you would like any further information or clarification after reading the following pages, please do not hesitate to contact the HR Department on 01978 294 208.

Health and Safety at Work

The Policy

It is gap personnel's policy to ensure, as far as is reasonably practicable, that gap personnel protects and promotes the health, safety and welfare of all employees through the provision of a safe working environment, safe equipment and safe systems of work.

Additionally, it is gap personnel's intention to safeguard all people and assets in so

far as they are affected by gap personnel's operations, including employees, visitors, contractors and the general public.

Employer Responsibilities

gap personnel has a responsibility to:

- Comply with all requirements of the Health and Safety at Work Act 1974 (as amended) and other legislation and codes of practice;
- Review gap personnel's health and safety arrangements on an ongoing basis to ensure their effectiveness and continuous improvement;
- Provide and maintain locations, equipment and systems of work that are safe and without risks to health;
- Establish emergency procedures as required.

Employee Responsibilities

Every employee has a legal duty to take reasonable care of their own health and safety and that of other employees or persons who may be affected by their actions and/or omissions.

In particular, every employee has a duty to:

- Never misuse or interfere with anything provided in the interest of health, safety or welfare;
- Never operate/handle equipment for which they have not been trained;
- Immediately report any perceived hazard or risk, accident, injury, dangerous occurrence or damage to property to their Line Manager;
- Co-operate fully in the investigation of accidents;
- Comply fully with any safety instructions and directions issued by gap personnel;
- Take reasonable care for their health and safety and the health and safety of other persons (e.g. other employees, contractors, customers, workmen, etc.), who may be affected by their acts or omissions at work, by observing safety rules which are applicable to them and/or their working environment;
- Co-operate with gap personnel to ensure that the aims of the Health and Safety Policy Statement are achieved and any duty or requirement on gap personnel by or under any of the relevant statutory provisions is complied with;
- Advise their Line Manager if they become aware of any change to their personal circumstances that could result in there being at increased risk. This could include medical conditions, a permanent or temporary disability, taking medications or pregnancy. Any information provided in regard to personal circumstances will be treated confidentially.

All employees have a responsibility to observe all health and safety rules and to co-operate with the Manager charged with responsibility for the implementation of gap personnel's health and safety policy to achieve a healthy and safe workplace and to take reasonable care of themselves and others.

Temporary Worker Benefit Scheme

As a valued gap personnel temporary worker we would like to offer you some fantastic benefits.

All gap personnel's temporary staff members can take advantage of an industry leading benefits scheme designed to show the company's appreciation for their contribution to its outstanding success.

The scheme includes:

Fantastic benefits

Reloadable Cards saving up to 15% on over 50 gift cards

Saving on holidays up to 50% discount on days out

Free Short Breaks Only pay for your meals

Paid Hospital Visits

David Lloyd Gym Discount

Discounts at over 1,000 restaurants

Free advice - mortgages & insurance

Free counselling to debt management in over 190 languages

Free legal support & advice

Free payment helpline

Temp of the month award



All temporary workers have the option to be included in the scheme at a cost of £1.75 week for the duration of any temporary assignment undertaken with gap personnel. This amount will be deducted from your weekly pay. This will show in the deductions column on your pay slip. Please note it is the worker's responsibility to check their payslip to ensure this is being deducted.

How do I join the scheme?

It is really easy - all temporary workers can either opt in or opt out of the scheme by signing the appropriate form. If you choose not to take advantage of these benefits at any time, you should complete the 'opt out' form and return it to your local branch.

The cover will cease the following week.

Please note - no deduction will be made if you have not worked that week.

gap personnel branches

North West

Burnley	01282 450163
Crewe	01270 581888
Liverpool	0151 236 9231
Preston	01772 250008
Warrington	01925 414555

Midlands

Birmingham	0121 702 1450
Buxton	01298 77797
Nottingham	0115 853 2970
Stoke	01782 289090
Telford	01952 259088
Wolverhampton	01902 422940

South West

Bristol	0117 934 6534
Exeter	01392 273665
Gloucester	01452 302852
Plymouth	01752 546340
Swindon	01793 608707

Wales

Bridgend	01656 760190
Cardiff	01443 843499
Flint	01352 762213
Newport	01633 415425
Wrexham	01978 366666

Yorkshire

Castleford	01977 558822
Leeds	0113 204 8585
Sheffield	0114 276 9700

Payroll	0808 178 5534
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0800 783 9793

www.gappersonneljobs.com

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