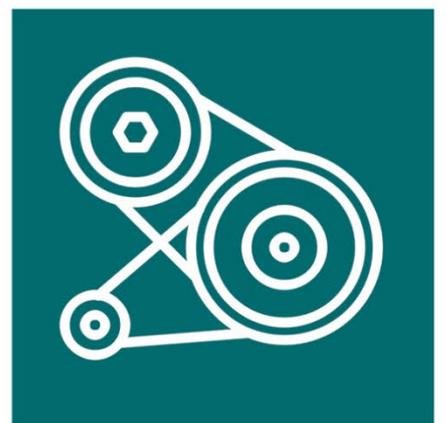
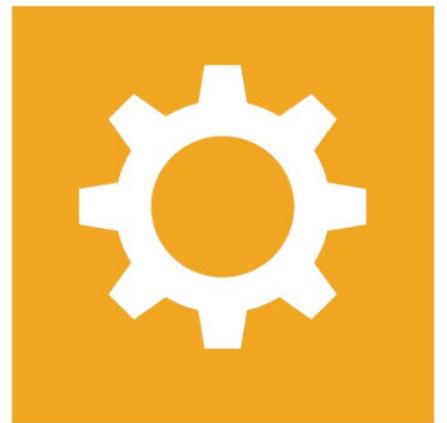


# FLEXI-WORKER HANDBOOK



## Contents

1	Welcome	Page 1
2	Pay and Other Related Issues	Page 3
3	Holidays	Page 5
4	Other Benefits	Page 6
5	Rules and Regulations	Page 7
6	Equal Opportunities	Page 9
7	Leave of Absence	Page 10
8	Discipline Procedure	Page 11
9	Grievance Procedure	Page 13
10	Miscellaneous Information	Page 14
11	Health and Safety	Page 17
12	Terms of Employment	Page 20

SECTION 01

## Welcome

### Welcome to our team!

We recognise that our reputation is only as good as the people who work for us. Our aim is to build strong working relationships with all our Flexi-Workers, enabling you to meet all your own personal goals and expectations. In return, all we ask for is enthusiasm, honesty, and reliability.

Good luck!



Neil Cooksey  
Managing Director

### The purpose of this handbook

This handbook has been created to explain the terms and conditions under which you will be working. It tells you what you can expect to receive from Extra Personnel Automotive and also what we expect to receive from you in return.

It should be read in conjunction with your Terms of Employment of which this forms a part. These can be found at the back of this booklet.

**If you require any further information please contact the free phone Flexi-Worker Advice Line on 0800 197 1117 or contact your Extra Personnel Automotive Representative.**

**PLEASE NOTE: The Flexi-Worker Advice Line should not be used to report absence. Should you be unable to attend work, please follow the absence reporting procedure advised to you by your local representative and/or Client at which you are working.**

### Extra Personnel are members of:



### Extra Personnel have the following accreditations:



## Stronger Together

Stronger Together is a multi-stakeholder business-led initiative aiming to reduce modern slavery particularly; forced labour, labour trafficking and other hidden third party exploitation of workers. Extra Personnel Automotive is committed to help tackling modern slavery and will support workers as much as possible in this respect.

**Do you have to pay someone money to give you work?**

**Are you being forced to live in accommodation against your will?**

**Is someone controlling your identity documents or bank account?**

If you have answered yes to any of the above or believe someone else may be in this situation, please contact our Stop Exploit helpline on **01922 705 715**. This helpline is not for general enquiries. **For general enquiries call the free phone Flexi-Worker Advice Line on 0800 197 1117.**

## Definitions

'The Company' means Extra Personnel Automotive Limited.

'Assignment' means any assignment by the Company of you, to work for a Client of the Company, to provide the Client with temporary assistance.

'Client' means any Client of the Company who requires the provision of temporary labour services by the Company.

'Local Representative' means your main point of contact or the site at which you registered

'Duties' means any task requested of you by the Company or a Client.

## SECTION 02

## Pay and Other Related Issues

### Timesheets

Where appropriate, you will be issued with an individual timesheet which will be renewed on a weekly basis. Enter the hours you work on the timesheet and then have these authorised by the relevant representative of the Client. Timesheets must be returned to your local representative by Friday P.M., unless otherwise agreed.

Some of our clients use multi-timesheets, swipe cards or other methods to record your start/breaks/finish times and in these cases there will be no need to complete an individual timesheet; this will be fully explained to you by your local representative before you commence an assignment. It is your responsibility to follow the correct procedures for each assignment; failure to follow procedures may result in delays or errors when processing your pay.

### Hours of work

The nature of our business means that your hours may vary from one assignment to the next. There are no normal working hours, unless otherwise specified by your contract of employment and you will be required to work at such times and for such periods as are applicable to each assignment. The hours applicable to each assignment will be explained to you before the commencement of each assignment.

You will be paid for each hour that you work as verified by our Client. Time spent travelling to and from the premises of the Client, lunch breaks and rest breaks shall not count as working time and you will not be paid for it, unless paid by each individual client.

In terms of the Working Time Regulations 1998, you are entitled to a minimum break of 20 minutes if you work more than six hours on a continuous basis. If while working for a Client, you are not provided with your statutory rest breaks, you must inform your local representative.

### Night working

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 for assistance from your local representative.

### Overtime

If an assignment is likely to include overtime, you will normally be informed in advance. You must familiarise yourself with the overtime rules applicable to each assignment.

If the Client asks you to work different hours to those notified to you at the beginning of the assignment, please notify your local representative who will confirm the hours that you are to work and also the rate of pay. Additional hours are not always paid at a higher rate.

### Your pay

The first time you are paid by us you will be issued with a payslip which will detail your gross pay calculation and deductions under various headings. Also included on this payslip will be your unique log in details which will enable you to access all future payslips online via our portal at [www.extrapersonnel.co.uk/myextra](http://www.extrapersonnel.co.uk/myextra).

The first time you log into the portal you will be asked to change your log in details for security purposes – do not give these details to anyone. Upon giving us your correct mobile number we will issue a free text each week informing you that your payslip is now available.

## National Insurance and Tax

We have a legal obligation to deduct tax and National Insurance from your wages. We will therefore require your National Insurance number.

You will be taxed under the 'Pay As You Earn' scheme (PAYE). To avoid paying unnecessary tax, we will require a P45 form from your previous employer and provided this is from the current tax year, we will use the tax code indicated on it for taxing your earnings.

If you do not have a P45, we will ask you to complete a P46 form, which will result in your earnings being taxed on an emergency tax code basis until we receive your P45 or until the tax office informs us of your correct code. If you do not provide a P45 or sign a P46 you will be taxed on basic rate, receiving no tax allowances.

## Wage Queries

If you have a query regarding your pay, you should speak to your local representative in the first instance. Alternatively, or if your query is not satisfactorily resolved, you can contact our Payroll Department via 0800 197 1117 (selecting the option for Payroll).

## Timekeeping

Punctuality is essential; please aim to arrive at our Client's premises early to allow for unexpected delays. If you think that you may be late at any time, please notify your Extra Personnel Automotive representative or the Client immediately by telephoning them on the provided contact numbers.

## Absence

If something unavoidable is going to prevent you attending work (such as sickness), please follow the absence reporting process that your local representative has informed you of. If you have not been told what the process is, you should ensure that you contact your local representative at least one hour prior to the start of your shift.

We take a very serious view of un-notified absence because of the damage it can cause to Client relationships. It may therefore be treated as gross misconduct and details of this can be found further on this handbook.

## Sickness

If you are sick for more than 3 days, you may be entitled to Statutory Sick Pay (SSP).

Any absence due to sickness, injury or accident should be covered by a self-certification form or medical certificate. Any sickness that continues for more than 7 consecutive days (including weekends) must be covered by a medical certificate, supplied by your doctor, justifying that absence. Failing to provide this certification may result in your absence being recorded as unauthorised; which is a gross misconduct offence.

All rules and your responsibilities in relation to absence management can be found in the Company's Absence Management and Statutory Sick Pay Procedure – a copy of which can be obtained via your local representative or the Flexi-Worker Advice Line. Any long term absence will be managed in accordance with this procedure and a copy will be sent to you if such an absence occurs.

If you do not follow these rules your entitlement to SSP may be affected and may also be subject to disciplinary procedures in accordance with the Company's Disciplinary Policy.

## SECTION 03

## Holidays

### Entitlement

The holiday year will run from 1<sup>st</sup> January to 31<sup>st</sup> December each year. Where your employment commences part way through the holiday year, you will be entitled to holiday for the completed weeks of the holiday year only.

The current annual entitlement is 5.6 weeks paid leave in each complete holiday year, including Bank Holidays (28 days if you work a 5 day week); pro-rata for those working part-time. Any difference to this entitlement will be assignment specific and in line with the Agency Worker Regulations.

If your employment ends part way through the holiday year, your holiday entitlement will be assessed on a pro-rata basis – this means that you will accrue holiday for the completed weeks of your holiday year only (at a rate of 0.538 days per week).

### Pay

The rate at which your holiday will be paid is determined by your average earnings over the previous 12 weeks that you have worked.

Example:

The last 12 weeks, you have earned on average £200 per week and this week, you are due to be paid for 3 days holiday. This would be paid as follows:

$£200 / 5 = £40$  – this will be referred to as your holiday daily rate.  $£40 \times 3 = £120$

### Rules

There are some rules in relation to the booking of holiday; the purpose of the rules is to enable us to be flexible when reacting to the demands of our Clients, and also to ensure all Flexi-Workers have ample opportunity to take their paid holiday.

You must give a minimum of 2 weeks written notice to your local representative for any holiday that you may wish to book. However, requests for holidays are not guaranteed and you should not commit to any holidays before receiving approval of your request.

In peak periods, it may not be possible to authorise holiday for any of our Flexi-Workers. This will be communicated to you at the time by your local representative and is to ensure that we meet the needs of our Clients.

Extra Personnel Automotive may instruct you to take paid annual leave at any time, including Bank Holidays.

All holidays must be taken in the holiday year in which they accrue and cannot be carried over to the next holiday year, except where circumstances dictate that there is no reasonable alternative i.e. due to Maternity Leave or long term sickness absence.

If on the termination of your employment you have taken holiday in excess of your holiday entitlement you will be required to repay any such amount to the Company and the Company shall be entitled to deduct that sum from any other sums due to you. The Company shall upon termination of employment pay to you all holiday that has been accrued in the current holiday year but not taken.

**This information is correct at time of printing; you will be notified of any amendments to your entitlements.**

SECTION 04

## Other Benefits

### Pension

Auto enrolment was made regulation and introduced in October 2012. Should you meet the eligible criteria, you will be automatically enrolled into the pension scheme. The Company applies a postponement period of 3 months to your auto-enrolment date. You will receive a notification letter from our pension provider which will confirm the deferral date. Further details will follow from our pension provider.

### Eye care

If you are classed as a regular display screen user and you think because of this that you may need an eye test, the Company operates an eye care voucher scheme. Should you need a voucher and believe that you are entitled to one, please email our HR Department via [HRSupportTeam@extrapersonnel.co.uk](mailto:HRSupportTeam@extrapersonnel.co.uk). The Company's decision on if you are a regular display screen user is final.

Please call the Flexi-Worker Advice Line on 0800 197 1117 if you require any further information.

### Personal Accident Insurance (PAI)

The Company operates a PAI Plan. Group Personal Accident Insurance Plan is an insurance scheme which covers you against accidental bodily injury whilst working on assignment for Extra Personnel Automotive or travelling to and from these workplaces from your normal place of residence.

Benefits include:

Death: £75,000

Capital Sums: £75,000 (loss of arm, leg, sight, speech, hearing etc)

Total Temporary Disablement: Up to £250 weekly (for up to 52 weeks; not payable for the first 2 weeks)

All Flexi-Workers are invited to join this voluntary scheme upon registration. In order to benefit from the scheme, you should tick the 'opt in' box on the PAI Registration Form. This scheme is not compulsory and you will only be opted in at your request.

Full details of the scheme's features and benefits will be provided at registration and you can request an additional copy by contacting your local representative.

### My Extra Rewards



My Extra Rewards is an online benefits platform, powered by Edenred, that gives you access to hundreds of discounts. There are a wide range of discounts to help you and your family save money on shopping, eating out, days out, holidays and much more.

When you have been working with us for 12 months you will be invited to join My Extra Rewards for free. This is a thank you for all of your hard work and commitment to Extra Personnel Automotive.

All of the benefits listed above are non-contractual and may be withdrawn by the Company at their discretion.

## SECTION 05

## General Rules

### Right to Work in the UK

We have asked you to produce identification and other relevant paperwork to prove that you are eligible to work in the UK and undertake the work on offer. Any changes in your circumstances must be reported to your local representative immediately.

If we discover that you no longer have permission to work in the UK, we will be entitled to terminate your employment immediately without paying you in lieu of notice. We will of course give you appropriate time to provide us with evidence of your updated permission to work in the UK before any such decision is made.

### Stop and search

It is part of your Terms of Employment that if you are asked to take part in a stop and search, that you comply with the request. A search of your person, vehicle, bag, locker, office, desk or other property can be conducted by Extra Personnel Automotive or the Client; at any time we feel there is justification for doing so. This includes, but is not limited to, where there is a belief that you may be involved in theft or, in possession of illegal substances. Failure to comply may lead to disciplinary action and summary dismissal.

### Alcohol or substance abuse testing

Flexi-Workers are expected to present themselves for work in a fit condition. Extra Personnel Automotive considers presenting for work under the influence of alcohol or illegal substances as gross misconduct.

It is part of your Terms of Employment that if you are asked to take part in random alcohol or substance tests that you comply with the request. In addition, you may also have to take part in such a test where there reason to believe that you are under the influence or in some cases, when you are involved in an accident – this is often referred to as a ‘with cause’ test. Failure to comply with a request to participate may lead to disciplinary action and summary dismissal.

Anyone found to have illegal drugs or alcohol in their system, or be in possession of these substances at work (including anywhere on Extra Personnel Automotive’s or our Client’s property, irrespective of whether or not you are working), will have their assignment terminated immediately and may be summarily dismissed by Extra Personnel Automotive.

### Prescribed medications

To support the integrity of the above, it is important to inform your local representative of any prescribed medication that you are taking which may affect you and the completion of any particular assignment. It is your responsibility to be aware of any known side effects that your medication may have which could put yourself or others at risk and inform your local representative accordingly. Where appropriate, Extra Personnel Automotive will then seek to make reasonable adjustments that will allow you to continue working safely. Extra Personnel Automotive will not accept ignorance or any claim to believe that the prescribed medication would not affect you. If in doubt, inform your Extra Personnel Automotive representative.

Taking or being in possession of prescription drugs without an applicable prescription will be deemed to constitute a gross misconduct offence, as it is when the drug is an illegal substance. This will also apply if you are found to have taken more than the prescribed dose.

### Smoking

Extra Personnel Automotive Strictly prohibits smoking cigarettes or the use of e-cigarettes / vapes on any company or client premises, except in authorised areas. This includes any company or client vehicles which, are considered to be a public place.

## Unspent Convictions

You are required to advise Extra Personnel Automotive of any unspent convictions at registration. Failing to do so, is considered to be a gross misconduct offence and may result in your assignment being brought to an end and/or your employment being terminated. It is your responsibility to be aware of whether or not any previous convictions are unspent and you should seek guidance if you are unsure.

## Appearance

You should always present yourself for work in clothes that are smart, clean and tidy as expected for business standards and the type of assignment that you are undertaking. It is particularly important to observe the instructions that you have been given by your local representative or the Client regarding uniforms, safety footwear and special grooming; especially with reference to health, safety and hygiene.

If you are dressed unsuitably, you may be sent home and be required to return suitably attired; in such circumstances you will not be paid for the time spent away from work.

## Driving fines or penalties

Flexi-Workers will be held personally responsible for any fines or penalties incurred due to driving offences for which they are responsible whilst using Client or Company vehicles; this includes parking fines.

If you fail to pay any fines within the required timescale, Extra Personnel Automotive may deduct the amount from any money owed to you from your wages or your accrued holiday pay and where appropriate, we will seek to recover the amount owed from you by other means.

## Conduct

During assignments you are representing Extra Personnel Automotive; we expect you to maintain a high standard of professional conduct and be diligent and courteous at all times; treating everyone with dignity and respect.

### While on assignment you must:

- Co-operate with the Client's staff and accept the direction, supervision and instruction of any responsible person in the Client's organisation. This includes following any rules and regulations of each Client, to which your attention has been drawn or which you might reasonably be expected to ascertain.
- Take all reasonable steps to safeguard your own health and safety and the safety of any other person who may be affected by your actions and comply with each of the health and safety rules of the Client.
- Not abuse the Client's property or use vehicles or machinery that you are not qualified or insured to use.
- Not make private telephone calls or SMS text messages, send private e-mails or access the Internet on Client's sites without Client authorisation.
- Not tell insensitive jokes, conduct practical jokes, act in a foolhardy manner or engage in any conduct that is detrimental to the interests of the Client or fellow workers.
- Posting pictures or images of Extra Personnel Automotive and our client's logos, or colleagues or staff of Extra Personnel Automotive or our clients without prior permission or that may compromise people's privacy.

Should any breaches of the above expectations occur, you may be subject to the disciplinary procedure.

## Trade Union

You have a legal right to be a member of a Trade Union and to be represented at appropriate meetings, as detailed further on this handbook. However, the Company does not recognise any trade union for collective bargaining purposes.

## SECTION 06

## Equal Opportunities

### Our Policy

Extra Personnel Automotive is an equal opportunity employer. It is the Company's policy to treat job applicants and Flexi-Workers the same way, regardless of any protected characteristic, as defined by the Equality Act 2010. Equal Opportunity is about good employment practices and efficient use of our most valuable asset, our employees. The aim is that all Flexi-Workers can demonstrate their skills in an environment that is free from discrimination, harassment, bullying and/or victimisation.

As well as the Company, all Flexi-Workers have a personal responsibility for the implementation of this policy. Any instance of doubt about the application of the Policy, or other questions should be addressed to the Flexi-Worker Advice Line.

### Diversity

Our staff work with our Clients to ensure that any agreed selection criteria for the recruitment of Flexi-Workers, provides all candidates from whatever background, with an equal opportunity to succeed. Extra Personnel Automotive believe that everyone has the right to be treated equitably and with respect and dignity; Flexi-Workers will deliver better services if their work and contribution is recognised.

True equality of opportunity, increases the morale and motivation of our workers, which is good for business because a motivated workforce will deliver an excellent service and ensures customer satisfaction. Diversity is about challenging discrimination but it also is about creating a balanced workforce and makes good business sense.

### Harassment

Harassment is unwanted or unwelcome behaviour which is meant to, or has the effect of either; violating your dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment. It can take many forms, from relatively mild banter to actual physical violence. Some examples of harassment may include:

- Insensitive jokes and pranks
- Lewd comments about appearance
- Unnecessary body contact and unwanted communications
- Speculation about a person's private life or activities
- Threatened or actual violence (bullying)
- Requests for sexual favours and/or; threat of dismissal or loss of promotion if sexual favours are refused

The above list gives examples of harassment and as such is not an exhaustive list. This type of behaviour does not have to be directed at you for it to constitute harassment - for example, if your colleagues make jokes or comments to each other within your earshot.

All Flexi-Workers are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct. Harassment is considered by the Company to be a serious disciplinary offence and incidents will be dealt with under the disciplinary procedure.

Anyone who suffers or witnesses harassment has the right to complain about it and to have the complaint dealt with in accordance with this policy. **Please call 0800 197 1117 for confidential advice.** You will not suffer any adverse consequences for making a complaint of harassment in good faith.

## SECTION 07

## Leave of Absence

### Statutory Leave

Extra Personnel Automotive will comply with all statutory obligations in relation to:

- Maternity Leave and Pay.
- Paternity Leave and Pay.
- Adoption Leave and Pay.
- Shared Parental Leave and Pay.
- Parental Leave.

Should you require a copy of our policy and/or application forms for any of the above statutory leave, please speak to your local representative who will be able to provide this to you. Your local representative should also be able to assist with any queries that you may have or, alternatively, please call the Flexi-Worker Advice Line on 0800 197 1117.

### Time off for emergencies involving dependants

All Flexi-Workers are entitled to take reasonable time off work to deal with unexpected emergencies or problems involving their dependants. This is a statutory right and any such time off will be unpaid.

### Compassionate Leave

Extra Personnel Automotive recognises that from time to time, our Flexi-Workers may encounter difficult personal circumstances such as bereavement. In such circumstances, we aim to allow you the necessary time to deal with such matters – any leave would be unpaid.

We will exercise our discretion to grant compassionate leave on a case by case basis. Should you require a period of compassionate leave, please speak to your local representative who will endeavour to assist you.

### Jury Service

We understand that on occasion, Flexi-Workers may be summoned for Jury Service. Where this occurs, you should advise your local representative as soon as reasonably practical and provide them with a copy of your summons for record purposes.

You are not entitled to be paid for your time on Jury Service and you will be advised by the relevant court as to any expenses you may be entitled to claim, including loss of earnings.

## SECTION 08

## Disciplinary Procedure

### Our Policy

The purpose of the disciplinary procedure is to ensure that alleged incidents of unacceptable conduct, performance or attendance are dealt with fairly and consistently. The procedure is a guide, not a rule and does not form part of any statement of terms of employment. Extra Personnel Automotive reserves the right to depart from its disciplinary procedure where we deem it is appropriate to do so.

The principle aim of this procedure is to rehabilitate, rather than punish; however there may be times when it is deemed that rehabilitation is not possible. We will also aim to deal with issues as promptly and thoroughly as necessary, whilst ensuring fairness is an underpinning principle.

### Informal Action

Minor issues will, in most cases, be dealt with informally in the first instance. This may involve having a documented conversation with your local representative and where appropriate, you will be given corrective actions to ensure that it does not become a more serious problem. If informal action doesn't achieve the required improvements, or; where your actions are deemed to be too serious to be dealt with informally, the formal procedure will be invoked.

### Formal Action

All allegations against you will be thoroughly investigated. Where necessary, you will be interviewed as part of an investigation and you will be given an opportunity to understand the allegations against you.

In cases where it is deemed that a disciplinary hearing should be held, we will give you reasonable advance notice of the hearing in writing. This will always be no less than 24 hours.

At any formal disciplinary hearing, you have the right to be accompanied by an Extra Personnel Automotive work colleague or a Trade Union representative. You will be entitled to examine any relevant documents prior to the disciplinary hearing. You will be given an opportunity to respond to the matters raised; ask questions, present evidence and call witnesses (if appropriate), prior to a final decision being made.

If you cannot attend the meeting due to genuine reasons, such as sickness or the fact that your chosen companion cannot attend on the date given, we will arrange another meeting date as soon as possible. If it is due to ill health, we may require you to supply a doctor's note. A decision will be made in your absence if you fail to attend either the original or rearranged meeting, without good reason.

You will be given a letter confirming the outcome of the hearing and the means of appeal.

### Sanctions

The following sanctions may be applied as an outcome to a disciplinary hearing:

- Formal Verbal Warning – valid for a maximum of six months.
- First Written Warning – valid for a maximum of twelve months.
- Final Written Warning – valid for a maximum of twelve months.
- Dismissal without notice or pay in lieu of notice.
- Dismissal with notice.

You may, in some circumstances, have multiple live warnings running concurrently if they have been issued for different reasons e.g. one for misconduct and one for attendance. You will have the right to appeal against any sanction imposed.

## Right to Appeal

Flexi-Workers, who have had disciplinary action taken against them, will have the right to appeal in writing within five working days of receipt of their outcome letter. Details of how to appeal and where this should be submitted will be confirmed within any formal outcome letter.

An appeal hearing will be arranged as soon as possible after receipt of any appeal. Mere disagreement with the disciplinary action will not be considered as a suitable basis for an appeal and you may, on occasion, be asked to provide further grounds for your appeal before a hearing is arranged. The hearing will normally be chaired by a more senior person than the one that chaired the original hearing. On occasion it may be somebody at the same level. You again have the right to be accompanied at the meeting by an Extra Personnel Automotive work colleague or accredited Trade Union Representative.

The manager will inform you about the appeal decision, the actions to be taken and the reasons behind the decision as soon as possible; this will be confirmed in writing to you and will be the final decision.

## Gross Misconduct

The following is a list of non-exhaustive examples of gross misconduct offences that will normally result in your employment being terminated, without notice or payment in lieu of notice.

- Breach of Health & Safety, including gross negligence.
- Falsification of records or documents e.g. identity documents or those relating to attendance / timekeeping.
- Verbal or physical abuse, including the use of indecent or insulting language.
- Refusal to follow reasonable management instructions (given by Extra Personnel Automotive or our client).
- Conduct which could bring Extra Personnel Automotive and/or our client in to disrepute.
- Theft, attempted theft or wilful damage to property not belonging to you.
- Misuse of any Extra Personnel Automotive or client systems.
- Bullying, harassment or discrimination.
- Unauthorised absence.
- Serious breach(es) of an Extra Personnel Automotive or client procedure.
- Actions or performance which leads to Extra Personnel Automotive's loss of trust or confidence in your ability to do your job.

For Extra Drivers, additional examples of gross misconduct could be:

- Loss of your driving licence.
- Deliberate falsification of the statutory record of hours.
- Non-observance of any legislation relevant to transporting goods by road.
- Failure to notify Extra Personnel Automotive of changes to your driving licence, such as endorsements or convictions.
- Failure to notify Extra Personnel Automotive of any existing or new medical conditions that may affect your ability to drive.

To reiterate, the above are examples of gross misconduct and the list is not exhaustive. Gross misconduct is behaviour, on which is so bad that it destroys the employer/employee relationship, and merits dismissal without notice or pay in lieu of notice. As such, any behaviour / conduct not listed above, which falls in to this definition, may also warrant summary dismissal.

## Suspension

You may be suspended from your assignment, pending the conclusion of the investigation and/or disciplinary procedure, without prejudice. The purpose of a suspension is to allow a prompt and thorough investigation to be carried out and your presence in the workplace may affect our ability to do this.

## SECTION 09

# Grievance Procedure

## Our Policy

It is the Company's policy to ensure that Flexi-Workers with a grievance relating to their employment can use a procedure which can help to resolve grievances as quickly and as fairly as possible. The grievance procedure does not form part of your terms of employment and Extra Personnel Automotive reserve the right to vary the procedures from time to time.

## Informal Resolution

In keeping with the above, we offer multiple avenues through which, you can seek to resolve any grievance that you may have. In the first instance, you should discuss the issue informally with your local representative where, it is hoped that most concerns can be resolved.

Where it is not possible to resolve the matter through speaking with your local representative, you should contact the Flexi-Worker Advice Line. This can be done by telephone (0800 197 1117) or email ([advice1@extrapersonnel.co.uk](mailto:advice1@extrapersonnel.co.uk)) – a member of our team will then seek to resolve your problem without the need for a formal grievance.

## Formal Grievance

If you feel that the matter has not been resolved via the above, you should submit a formal written grievance. Your formal grievance should set out the details of your concerns, to include relevant dates, times and witness details. Further, your grievance should also include your desired resolution(s).

Assuming it's agreed that we are unable to resolve your concerns informally, or where the issues you raise are extremely serious i.e. discrimination, you will be invited to attend a formal grievance hearing. You are entitled to be accompanied to the formal hearing by either an Extra Personnel Automotive work colleague or an accredited Trade Union Representative. Following the meeting, the chair person will inform you of their decision in writing, as soon as reasonably practical.

## Right to Appeal

If the matter is not resolved or you are unhappy with the outcome, you may appeal. The details of how you should do this will be detailed in the grievance hearing outcome letter. We will arrange to hear your appeal as soon as reasonably practicable following receipt. You will be entitled to be accompanied at the meeting by either an Extra Personnel Automotive work colleague or an accredited Trade Union Representative. After the meeting, the chairperson will inform you of their decision regarding the appeal. Their decision is final.

## SECTION 10

## Miscellaneous Information

### Flexible Working

Due to the nature of our business, we are able to offer various forms of flexible working but we also have to consider the needs of our clients. Any Flexi-Worker who wishes to change their hours or manner of working, on a temporary or permanent basis, should apply to do so in writing to their local representative. All requests will be considered and we will meet with you to discuss your request before any decision is made. We cannot guarantee to accommodate the request and this is not a contractual right. Any request will be considered within statutory guidelines.

### Secondary Employment

You must notify us of any secondary employment and you must not undertake any other employment that creates a conflict of interest with our business or that of any client to which you are assigned. Breach of either of these rules will constitute gross misconduct.

The Company has a duty of care under the Working Time Regulations to ensure that you are not put at risk or put others at risk by working excessive hours or by failing to take adequate rest breaks. We may require you to complete an additional employment questionnaire to help us ensure that you are not working excessive hours. This is another reason that we need to know if you are employed anywhere else while working for our Company.

### Client or Company Equipment

During your assignment you may be supplied with equipment such as Personal Protective Equipment (PPE), a PC, mobile phone or tools by the client. These items are your responsibility for the assignment and must be returned in good condition at the end of the assignment. All equipment belonging to the Client should be used for business approved uses only. Misuse of equipment may lead to you being removed from an assignment and disciplinary action may be taken.

Flexi-Workers will be held liable for any loss or damage to company or client equipment whether this is done deliberately or by their reckless or negligent behaviour. This includes excessive costs to the client caused by unauthorised use of mobile phones, internal phone systems and the Internet.

### Social Media

All Flexi-Workers are responsible for their words and actions no matter whether inside or outside of the workplace and have a responsibility to protect Extra Personnel Automotive's brand, business, reputation and the reputation of our clients. This includes when using social media, including Facebook, Twitter, LinkedIn and all other social networking or similar sites.

The following are examples of behaviour that we do not consider to be acceptable and will result in disciplinary action:

- Using personal or business social media accounts to send offensive or harassing material to other staff of Extra Personnel Automotive or our clients.
- Publishing defamatory and/or knowingly false material about Extra Personnel Automotive, your colleagues, or our clients on social networking sites, 'blogs' (online journals), 'wikis' and any online publishing format.
- Revealing confidential information about Extra Personnel Automotive in a personal online posting, upload or transmission.
- Posting images, expressing opinions and/or making comments that could lower the reputation of Extra Personnel Automotive, our clients or that may give negative publicity.
- Posting pictures or images of Extra Personnel Automotive and our client's logos, or colleagues or staff of Extra Personnel Automotive or our clients without prior permission or that may compromise people's privacy.

Further information can be found in our Social Media & Internet Usage Policy, a copy of which can be obtained from your local representative.

## Adverse Weather

It is the responsibility of all Flexi-Workers not to put themselves at unnecessary risk when attending work. However, every sensible effort should be made to attend their normal place of work. This may require Flexi-Workers adapting their means of travel if necessary. Where attendance at work is not going to be possible, you should ensure that you follow the appropriate absence reporting procedure. Full details of your responsibilities can be found in the Extra Personnel Automotive Adverse Weather Policy, which can be obtained from your local representative.

## Keeping us updated

It is a legal requirement that our records are accurate and up-to-date. It is your responsibility to keep Extra Personnel Automotive updated including in relation to; your address and contact details, qualifications, skills and criminal convictions.

## Confidentiality

During your employment with Extra Personnel Automotive, you will have access to confidential information relating to Extra Personnel Automotive and our Clients. You should not use this information for any purpose other than as directed by Extra Personnel Automotive or the Client (during or after your employment with Extra Personnel Automotive) and must not disclose this information to any third parties unless authorised to do so or if the information is already in the public domain.

## Inventions and Intellectual Property Rights

We require that all intellectual property rights in any designs or other works created by you for Extra Personnel Automotive or its Clients shall at all times remain in the absolute ownership of Extra Personnel Automotive or its Clients.

## Public Interest Disclosure

Extra Personnel Automotive encourages Flexi-Workers to raise any concerns they may have regarding malpractice within Extra Personnel Automotive or any of our Client's businesses as soon as possible. We take such matters very seriously. Please contact Human Resources, Extra Personnel Automotive Ltd, Forster House, Hatherton Road, Walsall WS1 1XZ, or call 0800 197 1117.

## Data Protection

The Company is committed to complying with its obligations under the EU General Data Protection Regulation (GDPR), any applicable statutory or regulatory provisions and all European Directives and Regulations in force from time to time relating to the protection and transfer of personal data.

How the Company will process and manage your data is set out in the Company Privacy Notice. You are required to comply with all Data Protection Rules as notified to you and in the Company Data Protection Policy.

During the course of an Assignment, telephone calls may be monitored and/or recorded for quality control, customer service, Flexi-Worker training and other lawful purposes by the Client. In addition the Client/the Company may monitor your use of e-mail and the Internet. You agree to comply with all specific security arrangements of the Client including, where applicable, personal search.

## Helpline Contacts

### Flexi-Worker Advice Line

T: 0800 197 1117

E: [advice1@extrapersonnel.co.uk](mailto:advice1@extrapersonnel.co.uk)

You can contact this number with any issue you may have.

### NOW! Pensions

T: 0330 10 03 336

[www.nowpensions.com](http://www.nowpensions.com)

Extra Personnel Automotive Flexi-Worker pension provider.

### Mind

T: 0300 123 3393

[www.mind.org.uk](http://www.mind.org.uk)

Advice and support for anyone experiencing a mental health problem

### Woman's Aid

T: 0808 2000 247

[www.womansaid.org.uk](http://www.womansaid.org.uk)

A national charity supporting women and children suffering from domestic violence

### Crisis

T: 0300 636 1967

[www.crisis.org.uk](http://www.crisis.org.uk)

A national charity for homeless people or, those at risk of becoming homeless

### Macmillan Cancer Support

T: 0808 8080 000

[www.macmillan.org.uk](http://www.macmillan.org.uk)

A national charity supporting people with cancer and/or their families.

### Cruse Bereavement Care

T: 0808 808 1677

[www.cruse.org.uk](http://www.cruse.org.uk)

A UK-wide charity helping those that are bereaved.

### The Money Advice Service

T: 0800 138 7777

[www.moneyadviceservice.org.uk](http://www.moneyadviceservice.org.uk)

Free impartial money advice.

### Tax Office

<https://www.gov.uk> (search 'Income Tax: General Enquiries)

T: 0300 200 3300

For any queries regarding your tax code or other tax related matters. You can also use a webchat service.

### Stop Exploit Helpline

T: 01922 705 715

E: [stopexploit@thestaffinggroup.co.uk](mailto:stopexploit@thestaffinggroup.co.uk)

A confidential helpline for victims of modern slavery.

### Resolute Insurance (PAI)

T: 01922 745 836

[www.resolute-is.co.uk](http://www.resolute-is.co.uk)

PAI contact details for members of the scheme to make a claim.

### Modern Slavery Helpline

T: 0800 0121 700

[www.modernslaveryhelpline.org](http://www.modernslaveryhelpline.org)

An external helpline for support 24/7

### Mankind

T: 01823 334244

[www.mankind.org.uk](http://www.mankind.org.uk)

A national charity supporting male victims of domestic violence.

### Samaritans

T: 116 123

[www.samaritans.org](http://www.samaritans.org)

24/7 helpline and 201 branches offering support to anyone in distress.

### Addaction

T: 01472 806 890

[www.addaction.org.uk](http://www.addaction.org.uk)

A national treatment agency that helps individuals and families manage the effects of drug and alcohol misuse.

### Alcoholics Anonymous

T: 0800 9177 650

[www.alcoholics-anonymous.org.uk](http://www.alcoholics-anonymous.org.uk)

Helping to deal with an alcohol problem or addiction.

### SupportLine

T: 01708 765200

[www.supportline.org.uk](http://www.supportline.org.uk)

Offering support to anybody on any issue.

## SECTION 11

## Health & Safety

### Extra Personnel Automotive undertakes to:

- Obtain details from Client's of specialist skills or qualifications required to carry out an assignment together with health & safety information.
- Inform you of all the information provided by the Client on health & safety issues connected with the assignment.
- Require you adhere to the Client's Health & Safety Policy at all times whilst on an assignment.
- Maintain records of accidents and investigate where appropriate.

### You have a duty to:

- Familiarise yourself and conform to the Client's health and safety procedures, undergoing training where necessary.
- This extends to reporting any dangers or potential risks to the Safety Representative or other official of the Client and your Extra Personnel Automotive representative.
- Stop working immediately if you consider that your working environment is unsafe and report the matter to the Safety Representative or other official of the Client and your Extra Personnel Automotive representative.
- Report accidents and incidents that may lead to accident or injury to the safety representative or other official of the Client and your Extra Personnel Automotive representative.
- Co-operate with the Client on health & safety matters and observe all health & safety instructions and regulations from the Client.
- Wear any protective clothing and use any safety equipment that has been provided in order to carry out any assignment.
- Bring to Extra Personnel Automotive's attention any health condition that you think may have been caused or aggravated by a work activity.
- Report any health condition, including pregnancy, that you have or that you develop, whether work related or not, that may put you at risk from a work activity.
- Be aware of the dangers of working excessive hours and having insufficient rest breaks. You must inform Extra Personnel Automotive if a Client is asking you to work longer hours than those originally agreed or if inadequate rest breaks are provided.
- Inform us of any accidents that you have on site.

### Clients have a duty to:

- Treat all Extra Personnel Automotive Flexi-Workers as they would their own employees for all health & safety matters and ensure a safe system of work at all times.
- Assess health & safety risks and record the result of the assessment.
- Provide Extra Personnel Automotive with information on special qualifications or skills which the Flexi-Worker will need and inform them of any conditions that are likely to affect the health & safety of Extra Personnel Automotive Flexi-Workers.
- Co-operate and co-ordinate with Extra Personnel Automotive staff and Flexi-Workers on health & safety matters.
- Provide sufficient training and supervision to ensure a safe working environment.
- Never ask a Flexi-Worker to work on a specific task or on machinery in areas that they have not been trained.
- Provide Extra Personnel Automotive staff and Flexi-Workers working with them with information on health & safety risks and measures.
- Make available to the Flexi-Workers safety equipment and protective clothing as necessary for the job to be undertaken and ensure its use.
- Tell the Extra Personnel Automotive staff and Flexi-Worker the name of the authorised Health & Safety Representative.
- Record any accidents or injuries in their Accident Record Book; investigate the accident and provide copies to Extra Personnel Automotive who will, if required, report the accident to comply with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).

## First Aid / Accidents

All accidents must be recorded in the Client's Accident Book, maintained by the Client's designated First Aider. If you have an accident, please get first aid treatment immediately. Remember, even small cuts, if left untreated, could result in infection.

In the event that someone you are working with is injured; ensure that the injured person is cared for and send for a first-aider immediately. You should also:

- **WITHOUT PERSONAL RISK**, isolate any danger if possible.
- **NOT MOVE THE INJURED PERSON**, unless it is dangerous not to.

Any 'near miss' incident should also be reported, so that it can be investigated and prevention methods be put in place to prevent future accidents occurring.

## Fire

You must ensure that you are fully conversant with and comply with the fire and other emergency procedures and take part in all drills as arranged by Extra Personnel Automotive and/or the Client.

If you require further guidance you should refer to your Extra Personnel Automotive representative or the Client.

## Electricity

Electrical equipment is normally safe, provided it is properly installed and regularly inspected. Always remember that the repair and maintenance of electrical appliances is a job for an expert. Do not attempt to make any repairs yourself.

The 2 main risks from electricity are shocks and fires. You can reduce the risk of electrical shocks and fires by:

- Not overloading sockets
- Never touching light switches or appliances with wet hands. Therefore:
- Do not use equipment that looks unsafe or damaged
- Keep electrical supply cables and flexes away from wet areas or from where they will be damaged by being walked over or knocked when moving equipment

Please report trailing cables that might cause someone to trip and fall and any faulty cabling to your Client supervisor on site or your local representative.

## Display Screen Equipment (DSE)

Extra Personnel Automotive define a DSE user as anyone who uses a visual display unit (VDU) for an hour or more on a daily basis. DSE equipment does not include the use of small items with a display screen unless in prolonged use for work purposes.

All DSE work stations, which usually include a computer screen, keyboard and accessories, a desk and a chair, must be assessed via a DSE workstation assessment.

DSE workstation assessments should be conducted by the client, however if your workstation set up has not been assessed please contact the Flexi-Worker Helpline on 0800 197 1117 for further advice.

## Personal Protective Equipment (PPE)

During an assignment you may be required to wear PPE. It will be supplied to you and we will ask you to sign a form authorising us to deduct the cost of the equipment from your final pay if the PPE is not returned in good condition (allowing for fair wear and tear) to Extra Personnel Automotive at the end of your employment.

## Manual Handling

Manual handling regulations cover the tasks involving supporting or transporting loads by physical human effort. An assessment of manual handling techniques will be carried out by a competent person so that risks can be identified and reduced to the lowest level reasonably practicable. You should familiarise yourself with good handling techniques as hazards are not only presented by heavy loads. There is no particular maximum weight specified in the regulations, which recognise the fact that whilst weight is evidently a significant factor, there are other considerations of equal importance such as the task, individual capability, the load, the stability, the packaging, repetition, distance to be carried and the environment.

You must not, under any circumstances, attempt to lift or carry any load that is likely to cause you personal injury. You should think about the following points if you have to do any lifting:

- Plan the lift. What is the best way to get the load from A to B?
- Ensure you are balanced properly for lifting by positioning the feet apart.
- Adopt a good posture, bend the knees using them to lift, and keep the back straight.
- Get a firm grip on the load.
- Keep the load close to your body.
- Lift smoothly trying not to jerk.
- Do not twist your body when turning to the side.
- Put the load down before adjusting it to the desired position.

## Control of Substances Hazardous to Health (C.O.S.H.H.) Regulations 1998

Under C.O.S.H.H. all persons at work need to know the safety precautions to take so as not to endanger themselves or others through exposure to substances hazardous to health. You may come into contact with such substances while working on assignment. Any such hazards will be identified to you and training will be given if you are required to use them. Make sure that you obtain instruction and fully understand how these substances are to be handled before using any hazardous substances.

## Driving Assignments

In addition to the above health and safety requirements, all Flexi-Workers on driving assignments should also observe the following rules:

- Always complete sufficient checks on the vehicle to ensure that it is roadworthy before leaving the premises.
- Ensure that the load is secure as it is your responsibility as the driver even if someone else has loaded the vehicle.
- Check that the vehicle has not been overloaded in both gross weight and individual axles. If you feel it is overloaded please ask for permission to proceed to a weighbridge.
- Ensure that the load is evenly distributed, particularly after partial unloading.
- Make sure that the Client is made aware of any defects and that they are entered in their defect report book.
- Ensure that you know how to operate all vehicle equipment before starting your journey. If you have any doubts please ask the Client's representative.
- Always observe the relevant legislation including the Road Traffic acts and the Highway Code.
- Always observe the requirements of the EU Driving Hours and Working Time (Road Transport) Regulations.
- Never drive if you are tired or unwell or are taking medication which may affect your driving. It is your responsibility to be aware of any side-effects that your medication may have.
- Please be aware of the height of the vehicle you are driving as many accidents are caused by drivers hitting overhead gantries or bridges.
- If you feel that the vehicle or load is unsafe to drive, do not proceed. Report your concerns to the Client and your local representative.

## SECTION 12

## Terms of Employment

### 1. Names of Parties & Definitions

1.1 Extra Personnel Automotive Limited ('The Company') of Forster House, Hatherton Road, Walsall, WS1 1XZ.

1.2 The Flexi-Worker: \_\_\_\_\_

#### 1.3 Definitions

'The Company' means Extra Personnel Automotive Limited.

'Assignment' means any assignment by the Company of you, to work for a Client of the Company, to provide the Client with temporary assistance.

'Client' means any Client of the Company who requires the provision of temporary labour services by the Company.

'Duties' means any task requested of you by the Company or a Client.

### 2. Commencement and Duration of Employment

2.1 Your employment under these terms will commence on the date when you start your first Assignment. Your period of continuous employment will begin on the same date and no other previous period of work with the Company or any third party counts towards your continuous employment.

2.2 You are employed by the Company under a Contract of Service. The Company is acting in relation to you as an Employment Business as defined in the Employment Agencies Act 1973 and is prohibited by the Act from charging you a fee in relation to the work-finding services provided to you.

2.3 This document gives details of the terms and conditions upon which you are employed by the Company; it contains your initial employment particulars but further provisions are contained in the Flexi-Worker Handbook, a copy of which will be issued with this document.

### 3. Job Title and Duties

3.1 Your job title will be confirmed on your Assignment Details Form which will be issued to you once you commence each assignment. The type of work the Company will find for you will be \_\_\_\_\_.

3.2 Your duties will be confirmed when you undertake an Assignment. However, you are expected to adopt a flexible approach to meet the Company's requirements and you may be required to undertake other duties. The Company will endeavour to find you suitable work with its Clients and you agree to accept all Assignments offered to you by the Company.

3.3 There may be periods when the company is unable to find you suitable work with its Clients and/or there is little or no demand from our Clients. The Company maintains the right to determine your suitability for all Assignments.

3.4 While you are on an Assignment you shall: co-operate with the Client's staff and accept the direction, supervision and instruction of any responsible person in the Client's organisation; follow any rules and regulations of each Client's establishment to which your attention has been drawn or which you might reasonably be expected to ascertain; take all reasonable steps to safeguard your own safety and the safety of any other person who may be affected by your actions and comply with each Client's health and safety rules.

#### 4. Place of Work

- 4.1 You will be required to work at the premises of Clients as required.
- 4.2 Due to the nature of the employment, you will have no permanent place of work. You will be required to work at a variety of different workplaces in accordance with the demands of the Company's Clients and the operational requirements of our business.
- 4.3 The Company has the discretion to change a Flexi-Worker's Assignment and/or place of work at any point in time. This is to ensure the business maintains the flexibility required to meet the Company's and/or our Client's business needs.
- 4.4 You undertake to travel inside and outside the United Kingdom as the Company or the Client may reasonably require in the performance of your duties.
- 4.5 The Company will aim to give you reasonable notice if a change to your employment duties and/or location of Client site is deemed necessary.
- 4.6 The Company may second you to work at any other Group Company (The Staffing Group Ltd, Forster House, Hatherton Road, Walsall WS1 1XZ) or any Client of a Group Company, providing the work undertaken is consistent with the category stated in clause 3.1 above or a different category that has been agreed with you.

#### 5. Pay

- 5.1 The Company will pay you weekly in arrears by credit transfer to your nominated bank account or by such method as may be agreed by the parties. Deductions will be made at source for tax and National Insurance. You will be paid an hourly rate which will not be less than the National Minimum Wage or if applicable in accordance with the Agricultural Wage Order (AWO). Rates of pay may alter from one Assignment to another but you will be informed in advance of the specific pay rate for each particular Assignment and any over-time rates that may be applicable.

#### 6. Recording of Hours Worked

- 6.1 You will be informed at the start of your assignment the method of recording your hours and the appropriate deadlines. You must comply with the method stated. Examples are timesheets, signing in sheets and clock machines.
- 6.2 Subject to the provisions of clause 6.3 the Company shall pay you for all hours worked regardless of whether the Company has received payment from the Client for those hours.
- 6.3 Where you fail to report your hours correctly the Company shall, in a timely fashion, conduct further investigations into the hours claimed by you and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to you. The Company shall make no payment to you for hours not worked.

#### 7. Deductions

- 7.1 For the purposes of the Employment Rights Act 1996, sections 13-27, you agree that the Company may deduct from your pay any sums which you may owe the Company including, any overpayments (including any overpayment of holiday pay), advances, non-returned Company property (including PPE), pension contributions, driving related fines or penalties or loans made to you by the Company.

#### 8. Hours of Work

- 8.1 There are no normal working hours and you will be required to work at such times and for such periods as are applicable to each Assignment. The hours applicable to each Assignment shall be explained to you before the commencement of each Assignment.

- 8.2 The Company undertakes during the life of this contract to use reasonable endeavours to allocate you suitable Assignments and as a minimum guarantees that you will be offered at least 336 hours of work (pro-rata for part time workers) at the National Minimum Wage or the Agricultural Wage Order (AWO) if you remain employed over a full 12 month period. The provisions of the Apportionment Act 1870 shall not apply to this contract. There is no obligation on the Company to provide the minimum hours in any particular months or weeks, spread them evenly over the year or to provide them at any particular location or intervals. There may be periods in which no work is allocated to you.
- 8.3 Where you are employed as a driver, you confirm you are aware of your obligations under the Road Transport (Working Time) Regulations 2005 (the 'Regulations') to accurately record periods of availability, working time and periods of night work as defined by the Regulations and not to exceed the maximum numbers of hours permitted. You undertake to inform the Company of the number of hours you work either through the Company, on your own account or for any third party during any relevant reference period. You undertake to indemnify the Company against any driving related fines and/or penalties for which you are responsible.
- 8.4 For the avoidance of doubt, and for the purposes of the Working Time Regulations 1998, time spent travelling to and from the premises of Clients; lunch breaks and other rest breaks shall not count as part of your working time.

## 9. Holiday Entitlement

- 9.1 Your annual holiday entitlement will commence on the first day of your employment and will run for a year from this date.
- 9.2 Your holiday entitlement shall be 5.6 weeks (28 days if you work a 5 day week) in each complete holiday year, inclusive of Bank Holidays; pro-rata for those working part-time. These holidays shall be taken at a time or times agreed with the Company. Unless otherwise agreed by the Company, no unused holiday may be carried forward from one holiday year to the next.
- 9.3 If on the termination of your employment you have taken holiday in excess of your entitlement you will be required to repay any such amount to the Company and the Company shall be entitled to deduct that sum from any other sums due to you. The Company shall upon termination of employment pay to you all holiday that has been accrued in the current holiday year but not taken.
- 9.4 Payment for paid annual leave will be calculated and paid in proportion to the number of hours which you work on an Assignment as notified on you commencing an Assignment. This will be calculated on an average of hours worked over the last 12 weeks worked. You are required to give no less than two weeks notice of your intention to take paid annual leave. The Company may instruct you to take paid annual leave at any time, including public holidays.

## 10. Notification of Sickness or Other Absences

- 10.1 In the event of absence on account of sickness or injury you must inform the Company of the reason for your absence as soon as possible. You will not be entitled to Company sick pay in respect of any period of absence but may be entitled to Statutory Sick Pay subject to qualification in accordance with the rules of the scheme and to you submitting appropriate medical certificates and self-certification. For further details please refer to your Flexi-Worker Handbook.
- 10.2 For the purposes of the Statutory Sick Pay scheme, the qualifying days are those on which the worker normally works during the current Assignment. If a worker works on an intermittent basis with no regular pattern of work, there is one qualifying day per week and that qualifying day shall be the Wednesday in every week.

## 11. Pension

- 11.1 Auto enrolment was made regulation and introduced October 2012. Following the company's staging date should you meet the eligible criteria you will be automatically enrolled into the pension scheme. The Company applies a postponement period of 3 months to your auto-enrolment date. You will receive a notification letter from our pension provider which will confirm the deferral date.

## 12. Availability

- 12.1 You are obliged to work when required by the Company. You acknowledge that the Company may terminate your employment if, in the Company's sole discretionary opinion, you unreasonably refuse to undertake an Assignment offered to you or if you fail to contact the Company within that period of time to confirm your availability for work.

## 13. Termination of Employment

- 13.1 The period of notice to be given by the Company to you to terminate your employment is as follows:
- 13.1.1 Immediate notice during the first month of your employment;
  - 13.1.2 Two week's notice if you have been continuously employed for one month but less than two years; and then
  - 13.1.3 After 2 years service, one week's notice for each completed year of continuous service plus one additional week up to a maximum of 13 weeks' notice after 12 years' continuous service.
  - 13.1.4 For the avoidance of doubt, the termination of an Assignment will not terminate this agreement unless it is expressly stated.
- 13.2 Should you wish to terminate your employment with the Company it is incumbent upon you to resign providing one weeks' notice. In such circumstances, the company will discharge their duties in relation to holiday pay as per clause 9.3.
- 13.3 You are not entitled to pay during any period of notice during which you are not working on an Assignment.
- 13.4 Nothing in these terms and conditions of employment shall prevent the Company from terminating your employment without notice or salary in lieu of notice in the event of gross misconduct.

## 14. Transfer Fees

- 14.1 If before the first Assignment, during the course of an Assignment or within the Relevant Period, the Client wishes to employ you directly or through another Employment Business, you acknowledge that the Company will be entitled to charge the Client a fee or to agree an extension of the hiring period with the Client after which the Client may engage you without extra charge. In addition, the Company will be entitled to charge a fee to the Client if they introduce you to a third party who subsequently engages you within the Relevant Period. The Relevant Period is the longer period of either 14 weeks from the first day on which you worked for the Client or 8 weeks from the day after you were last supplied by the Company to the Client.

## 15. Disciplinary and Grievance Procedures

- 15.1 Details regarding the Company's grievance and disciplinary procedures are available in the Flexi-Worker Handbook. However, such procedures are not part of this contract.
- 15.2 If, either before or during the course of an Assignment, you become aware of any reason why you may not be suitable for an Assignment, you shall notify the Company without delay.

## 16. Confidentiality

- 16.1 You must not use, copy or disclose any trade secrets or other information of a confidential nature relating to the Company or any of its Clients or their business or in respect of which the Company owes an obligation of confidence to any third party during or after your employment except in the proper course of your employment or as required by law.
- 16.2 You must not remove any documents or tangible items which belong to the Company or its Clients which contain any confidential information from the Company's/Client's premises at any time without proper advance authorisation and must return any property and documents at the end of the Assignment.

## 17. Intellectual Property

17.1 All intellectual property rights in any designs or other works created by you for the Company or its Clients shall at all times remain in the absolute ownership of the Company or its Clients.

## 18. Health and Safety at Work

18.1 The Company will take all reasonably practicable steps to ensure your health, safety and welfare while at work. It is also your legal duty to take care of your own health and safety and that of your colleagues. For details please refer to the Flexi-Worker's Handbook.

## 19. Data Protection

19.1 The Company is committed to complying with its obligations under the EU General Data Protection Regulation (GDPR), any applicable statutory or regulatory provisions and all European Directives and Regulations in force from time to time relating to the protection and transfer of personal data.

19.2 How the Company will process and manage your data is set out in the Company Privacy Notice. You are required to comply with all Data Protection Rules as notified to you and in the Company Data Protection Policy.

19.3 During the course of an Assignment, telephone calls may be monitored and/or recorded for quality control, customer service, Flexi-Worker training and other lawful purposes by the Client. In addition the Client/the Company may monitor your use of e-mail and the Internet. You agree to comply with all specific security arrangements of the Client including, where applicable, personal search.

## 20. Cancellation of Assignments

20.1 The Company can cancel any Assignment at any time without notice and without liability. Cancellation of an Assignment is not termination of employment.

## 21. Miscellaneous

21.1 This document and the Flexi-Worker Handbook (except where it is stated therein that certain provisions are not contractual) constitute the entire agreement between the parties and supersede all other agreements or arrangements, written or oral, express or implied, between the parties. The Company confirms that it will act as an Employment Business in respect of any Assignments to its clients.

21.2 It is a condition of your employment that you must produce documentation to prove that you have a legal right to work in the UK.

21.3 The Company reserves the right to amend your terms and conditions of employment by giving two weeks notice in writing of any significant changes. You will have been deemed to accept these changes, unless you inform the Company otherwise in writing within the notice period.

## 22. Law

22.1 These Terms of Employment are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.

Please sign both copies of this Agreement as acknowledgement of your understanding and acceptance of these terms and conditions of employment.

Please sign both copies of this Agreement as acknowledgement of your understanding and acceptance of these terms and conditions of employment.

**Terms of Employment**  
**Between Extra Personnel**  
**Automotive Ltd (the Company)**  
**AND THE FLEXI-WORKER**  
**(Please print your name)**

**Terms of Employment**  
**Between Extra Personnel**  
**Automotive Ltd (the Company)**  
**AND THE FLEXI-WORKER**  
**(Please print your name)**

\_\_\_\_\_  
SITE

\_\_\_\_\_  
SITE

\_\_\_\_\_  
JOB TITLE

\_\_\_\_\_  
JOB TITLE

\_\_\_\_\_  
N.I NUMBER

\_\_\_\_\_  
N.I NUMBER

I hereby acknowledge that I have received, read and understood the Flexi-Worker Handbook, which contains these Terms of Employment and I agree to be bound by the terms therein.

I hereby acknowledge that I have received, read and understood the Flexi-Worker Handbook, which contains these Terms of Employment and I agree to be bound by the terms therein.

\_\_\_\_\_  
Signed by the Flexi-Worker

\_\_\_\_\_  
Signed by the Flexi-Worker

\_\_\_\_\_  
Signed on behalf of the Extra Personnel  
Automotive Ltd

\_\_\_\_\_  
Signed on behalf of the Extra Personnel  
Automotive Ltd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date