



permanent and temporary recruitment  
learning and development solutions

i-temp  
flexi-temp  
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handbook

## eligibility for flexi-temp

In order to be eligible for participation in the Acorn Group's **flexi-temp** scheme, you must satisfy the eligibility criteria set down by HMRC:

- you must be classified as a mobile worker (i.e. you work or are available to work at a number of different client sites and you have not been or will not be expected to be at one workplace for longer than a 24 month period)
- you must not be a student working on a P38(S) form

## flexi-temp food / travel allowance details

In order to benefit from participation in the **flexi-temp** scheme:

- you must be earning an hourly rate in excess of National Minimum Wage
- you must be currently paying tax and National Insurance contributions

If you are eligible for **flexi-temp** payments, you will benefit from:

- a flexi-temp allowance of £5 / £10 per day in respect of a shift at a client site, providing your shift is a minimum of 5 / 10 hours respectively; and / or
- a flexi-temp travel allowance per day, the amount of which is dependent on the number of miles travelled in line with current HMRC rates. This allowance will only apply if you personally drive to work

Your **flexi-temp** allowance will be capped to ensure that your hourly rate does not reduce below National Minimum Wage.

## holidays

1. The Group's holiday year runs annually from the 1st January to 31st December. Qualification for entitlement to paid annual leave starts from the first day of your employment.
2. In accordance with the Working Time (Amendment) Regulations 2007, you are entitled to 5.6 weeks paid annual leave per annum pro-rata on the time actually worked.
3. If the statutory minimum leave is subsequently increased or decreased then entitlement to leave under this clause will be increased or decreased so as to be set at the statutory minimum as it applies to any period in which work is carried out.
4. In the holiday year during which your employment terminates, you will be entitled to holiday in direct proportion to your length of service in the holiday year. On termination of your employment you will be paid in respect of holiday accrued but not taken, or will be required to repay the Group in respect of holiday taken in excess of your accrued entitlement by deduction from wages or otherwise.
5. There may be certain times of the year, particularly around Christmas time and bank holidays, when holiday may not be taken due to operational requirements.
6. Rules as to holidays and holiday pay are as follows:
  - **Holiday Request Forms must be completed and signed by your immediate manager.**
  - **All holidays should be authorised before bookings are made.**
  - **The operational running of the Group must be maintained at all times.**
  - **Holidays will be agreed to on a first-come, first-served basis.**
  - **No more than two consecutive weeks' holiday will be allowed at any one time unless exceptional circumstances exist and at the discretion of the Group.**

## holidays

- Employees may be required to reserve a number of days' holiday for shut down periods. The Group will provide the legally required period of notice to you for such periods.
- The Group does not allow any part of one year's holiday to be carried forward to subsequent years unless in exceptional circumstances.
- Holiday that is not taken will be lost and not paid in lieu.
- Holidays will be accrued from your start date and will be calculated in proportion to the number of weeks actually worked. You will accrue holidays at a rate of 0.10769 weeks per working week.
- The number of hours that you will be paid per holiday day will be based on the average daily hours worked per week during the previous 12 weeks (or the actual number of weeks worked if less than 12).
- Holiday pay is at your normal basic rate of pay. Where this varies it will be calculated as an average of the 12 weeks leading up to the period of holiday requested.
- A maximum of 5 days' holiday can be taken in any one week.
- You may be required by the Group to take holiday on particular dates, including during any notice period.
- Payment made for holiday in excess of entitlement will be recovered from your final pay where appropriate.

## pensions

The Acorn Group offers a Group Stakeholder Pension Plan from Standard Life. The scheme is registered with the Occupational Pensions Regulatory Authority (OPRA). The Group does not contribute to the pension scheme. A contracting out certificate under the Pension Schemes Act 1993 is not in force.

The benefits include tax relief on your contributions; simple, low charges and flexibility to make contributions as and when you want. Joining is simple and can be done over the telephone.

To obtain your copy of the pension scheme application pack or if you would like further information, please call **0845 60 60 191** quoting reference **J76045**.

## disciplinary rules & procedures

### 1. categories of misconduct

#### 1.1 gross misconduct

Below is a list of possible acts, which the Group considers to be Gross Misconduct, which entitles the Group to dismiss summarily. The list is not intended to be exhaustive as it is impossible to list all offences that may result in disciplinary action.

- theft, fraud and deliberate falsification of records (including time sheets) or other acts of dishonesty
- physical violence or serious threats of physical violence
- serious bullying, harassment or discriminatory behaviour
- deliberate damage to property
- serious insubordination or wilful refusal to obey a reasonable instruction (including failure to attend a disciplinary meeting without good reason)
- misuse of Group property / software / copyright or name
- bringing the Group into disrepute
- being unfit to work through drink or drugs, or being found in possession of unsealed alcohol, illegal drugs, or obscene material at work
- serious negligence, which causes or might have caused unacceptable loss, damage or injury
- breach of confidentiality
- serious infringement of Health and Safety rules
- serious breach of Computer Policy including but not restricted to abuse of e-mail and internet facilities
- carrying out additional work for clients, customers or potential clients or customers for your own personal gains, without authorisation from the Group
- failure to attend appointments without notifying the Group
- serious breach of confidence (subject to the Public Interest (Disclosure) Act 1998)
- use of a hand-held mobile telephone whilst driving or in control of a Group vehicle (at any time) or whilst driving or in control of any vehicle whilst on Group business.
- unauthorised absence of more than one week

This list is not exhaustive.

## disciplinary rules & procedures

### 1.2 serious misconduct

This includes acts that fall short of Gross Misconduct but which are so serious that they would justify the issue of a first and final written warning. For example:

- leaving your place of work without authority
- insubordination which is not wilful, i.e. you openly refuse to do something but agree reluctantly when faced with suspension
- unauthorised absence of less than one week
- failure to report damage to Group property
- persistent or serious breaches of Group procedures

This list is not exhaustive.

### 1.3 misconduct

This covers minor or less serious breaches of Group rules and procedures such as :

- persistent lateness, absence or sickness
- minor breaches of procedure
- neglect of duty etc.

Again this list is only a guide and not exhaustive.

## 2. suspension

If allegations of Gross Misconduct or Serious Misconduct are made, the Group may suspend you while further investigations are carried out.

Suspension will be on full pay; this does not imply any determination of guilt or innocence, as it is merely a holding measure pending further investigation.

## disciplinary rules & procedures

### 3. disciplinary procedure

The Disciplinary Procedure is designed to help and encourage all employees to achieve and maintain the standards of conduct, attendance and performance required by the Group. It should be seen as a corrective procedure ensuring all employees are treated fairly.

It is important that you read and understand the following principles and procedures, as they constitute an important part of your Terms and Conditions of Employment.

The Group believe that the following Disciplinary Procedure should be followed in order to resolve any problems relating to conduct or performance fairly. ALL Disciplinary Stages will follow this process:

- you will be notified in writing of the allegations and no hearing will take place until a minimum of 24 hours has elapsed
- you will be provided with any evidence relating to the disciplinary prior to the hearing
- you will have the right to be accompanied at the hearing by a Group work colleague of your choice or an accredited Trade Union Representative
- you or your representative may ask questions or make statements, the representative cannot answer questions on your behalf
- any decision made will be based on a reasonable belief
- the result of any disciplinary hearing will be confirmed in writing
- you have the right to appeal any decision by appealing in writing within seven days of the decision stating your reasons for appealing

Failure to attend a disciplinary meeting, without good reason is deemed to constitute a failure to follow a reasonable management instruction and may amount to gross misconduct. In these circumstances your failure to attend will be considered alongside the reasons for the disciplinary meeting and a decision may be made in your absence.

## disciplinary rules & procedures

### 3.1 stage one - verbal warning

In the case of conduct, performance or attendance not reaching the required standard, the problem will be discussed with you and you will be given the opportunity to provide a satisfactory explanation at a disciplinary hearing. If you are unable to provide a reasonable explanation and the hearing concludes reasonably that you are at fault, a verbal warning will be issued. A written copy will be given to you and retained on file normally for 6 months, after which time it will be disregarded. You are entitled to appeal against this decision.

### 3.1 stage two - written warning

In the case where insufficient improvement has been made following a verbal warning or the conduct is potentially sufficiently serious to warrant bypassing the verbal warning stage, a disciplinary hearing will be held. As a result of this, if your explanation for your conduct is unsatisfactory and the hearing concludes that your performance or conduct was at fault, you will be issued with a written warning detailing the complaint and the improvement or change in behaviour required. A copy of the written warning will be kept on your personnel file normally for a period of 12 months, after which time it will be disregarded. You will have the right to appeal the disciplinary decision reached.

### 3.1 stage three - final written warning

If there is still insufficient improvement or change in behaviour during the term of a prior warning, or where the conduct is potentially sufficiently serious to warrant bypassing stages one and two of the Disciplinary Procedure, a disciplinary hearing will be held. If there is no satisfactory explanation for the conduct or poor performance at the hearing, a final written warning will be issued. The final written warning will give details of the complaint and warn you that failure to improve or modify your behaviour may lead to dismissal, or to some other action short of dismissal. The final written warning will remain on your personnel file normally for a period of 12 months, after which time it will be disregarded. You will have the right to appeal the decision.

## disciplinary rules & procedures

### 3.4 stage four - dismissal

If you still fail to meet the necessary standard of conduct or performance required by the Group or you commit another act of misconduct or your misconduct is deemed to be gross (whereby a suspension may be necessary in accordance with Clause 2), a disciplinary hearing will be held. You will be given every opportunity to offer an explanation for your failure to meet the required standards at the disciplinary hearing. The Group will ensure that fair and reasonable notice of the time and date of the hearing is given and wherever possible the disciplinary hearing will be held during your normal hours of work. You will be given as much information as possible regarding the allegations of (gross) misconduct as well as any documentation detailing the shortfall in performance or conduct that will form the basis of the disciplinary hearing. If there is no satisfactory explanation for the conduct or performance then you may be dismissed with notice, unless it is gross misconduct where you will be dismissed summarily.

The Group reserves the right to vary the Disciplinary Procedure. The Disciplinary Procedure may also vary depending on the seriousness of the allegations of misconduct / capability to be addressed. As soon as reasonably practical you will be provided with the reasons for dismissal, the date on which your employment will terminate, and the name of the person to whom you may submit your appeal in writing.

### 3.5 summary dismissal

In the event of allegations of gross misconduct for which you are not able to put forward a satisfactory explanation, you are likely to be dismissed with immediate effect and without any payment in lieu of notice. You will have the right to appeal against the decision.

## disciplinary rules & procedures

### 4. other possible sanctions

The Group reserves the right to consider demotion with a commensurate reduction in salary or to impose the penalty of suspension without pay for up to a maximum of 5 working days as a direct alternative to dismissal.

### 5. appeals procedure

The purpose of appeal is to review any penalty imposed at any stage of the Disciplinary Procedure. At each stage of the Disciplinary Procedure you will have the right to appeal. If you wish to do so it should be in writing to the specified person, within 7 days of the date of the written confirmation of the disciplinary decision taken against you. You will need to state why you feel the decision is unfair or inappropriate in relation to the issues addressed at the disciplinary hearing. You should also detail any new information or evidence that will support your appeal, including the names of any witnesses. This is to ensure there is sufficient time to investigate any new information before the appeal meeting. You of course will have the right to be accompanied by a fellow Group worker or a Trade Union representative at the appeal stage.

The outcome of the appeal process is final.

## **grievance procedure**

The Grievance Procedure establishes a process by which individuals are able to raise any issues that they wish to be dealt with. The Group's Policy is to ensure that the necessary framework is in place to resolve individual grievances both fairly and speedily.

If you wish to pursue a grievance relating to your employment, you must log it with your Consultant as soon as possible after the grievance arises. Initially, your Consultant will seek to deal with it and resolve through informal discussions.

Where appropriate and where the grievance cannot be resolved informally, it should be dealt with as per the grievance procedure below:

### **stage one**

You should set out your grievance in writing and hand it to your Consultant. Where the grievance is against your Consultant, the matter should be raised with an equally or more senior representative of the Group. Your grievance will then be investigated, which may include you being invited to attend a hearing. Should a hearing become necessary, you will have the right to be accompanied at this hearing by a Group colleague or by a Trade Union official.

Following the hearing, you will receive a written response to your grievance within a reasonable period of time, or in circumstances where no hearing has taken place, within a reasonable period of time of receiving notice of the grievance. If it is envisaged that there will be any lengthy delay in providing you with a written response, then as soon as is reasonably practical, you will receive an explanation for the delay and details of when you can expect a response.

## **grievance procedure**

### **stage two**

If the grievance is not resolved at the conclusion of the first stage, you have the right to appeal. If you wish to appeal, you should submit your grounds for appeal to the person specified in the letter detailing the outcome of the first stage. You will be invited to attend an appeal hearing, and where reasonably practical the appeal will be dealt with by a more senior manager than the one who attended the first hearing. You will have the right to be accompanied at the appeal hearing by a Group colleague or by a Trade Union official.

Following the appeal hearing, you will receive a written response to your appeal within a reasonable period of time. Again, if any lengthy delay in response is envisaged, you will be informed accordingly.

The outcome of stage 2 is final, and there is no further right of appeal.

## **health & safety**

The prime responsibility for your health and safety during an assignment lies with the client hiring your services.

On arrival at an assignment the client should explain the layout of the premises, identifying toilets, kitchen / eating facilities, fire alarms, fire exits and assembly point arrangements.

Ideally the client should also refer to the reporting and recording of accidents and refer to any risk assessments and / or operating instructions before you carry out any work, use machinery or handle chemicals, including any specific Personal Protective Equipment (PPE) required. If you are in any doubt of your duties please ensure you speak to your supervisor at the client site, and your consultant.

## health & safety

whilst at work, you should:

- take reasonable care of your own health and safety and of other persons who may be affected by your acts or omissions.
- co-operate with the client or any other person with responsibility for work place health and safety at the client site.
- not intentionally or recklessly misuse any equipment provided for your health and safety.

### manual handling

You should not be asked to lift or carry items without proper instruction on the correct way to do this. If you are required to move heavy or bulky items that cannot be split down, or carry items across or through awkward areas like steep winding staircases, ask the client for assistance and instruction on how best to move the items.

### precautions for working on a computer

Clients have a duty to ensure that computer workstations are well designed. If you find the working arrangement uncomfortable, ask the client if it can be modified or rearranged. You should not work permanently in front of a VDU without regular breaks.

### accident reporting

If you are involved in an accident resulting in an injury, however minor, please report it to the appropriate person, ensure it is recorded in the client accident book and notify your consultant. You should also notify your agency and / or the client if you are off work due to a work related injury for more than 3 days.

### use of personal vehicle for business purposes

If you are required to travel as a part of your job role, i.e. other than your drive to and from work, you will need to obtain motor insurance for business use. Please contact your insurance provider for further details.

**for further information, please contact your branch consultant**