



Recruitment Solutions

# Workers Handbook

## Useful Contact Information

### Foresight Recruitment Solutions Ltd

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<b>Company Registration Number:</b>	6677388
<b>PAYE Reference Number:</b>	709/LA 25444

## Introduction

We would like to welcome you to Foresight Recruitment Solutions Limited.

As an Agency Worker you are a valued member our workforce. This Handbook has been created for you, it aims to provide you with guidance and, in addition to setting out policies, procedures and rules, it also contains information that you will find helpful and interesting. This Handbook is not a contractual document; it should be read in conjunction with your Individual Contract for Services.

The information contained in this Handbook is of a general nature. It is not possible to cover very aspect of your assignments therefore; it is likely that you will be issued with "local information" specific to each assignment that you undertake and if you have any further questions you should speak to your Foresight Recruitment Solutions consultant.

We are committed to ensuring that the Handbook is kept up to date with changes to legislation and best practice, therefore, it will be reviewed and updated at regular intervals and reissued to Agency Workers when appropriate.

## The Recruitment Process

Foresight Recruitment Solutions carries out an extensive recruitment process which covers several in depth stages and procedures from attraction through to placement.

The strict recruitment plan not only ensures that Foresight maintains a high level of suitable candidates for the placements available but also ensures that the right placement is sourced for the candidate.

### 1. EQUAL OPPORTUNITIES COMMITMENT

Foresight Recruitment Solutions is an equal opportunities organisation and is committed to a policy of treating all its job applicants and associates equally and ensuring that its practices are free from unlawful and unfair discrimination on the grounds of colour, race, nationality, national origin, ethnic origin, religion or belief, sex, sexual orientation, marital status, disability or age.

All decisions will be made without taking into account irrelevant discriminatory factors.

#### 1.1 Candidate Attraction

A vast range of methods are used to attract candidates including: national and local press, internet search sites, marketing agencies, advertising specialists and recruitment events etc.

As a minimum and in keeping with our Equal Opportunities Policy, we advertise every vacancy.

#### 1.2 Candidate Assessment

**Pre Screening Telephone Interview:** As you are aware the first contact between Foresight Recruitment Solutions and the candidate is an initial telephone call. Foresight Recruitment Solutions pre screens candidates over the telephone and discusses information such as work history, skills and experience and inform the candidate of the type of placements that are available. This stage is not only informative for both parties; it also begins the all important process of building a good relationship between Representative and Candidate. If deemed suitable, a face to face meeting will be arranged to allow the Candidate to complete an Application Form and participate in a formal Interview.

**Application Form:** All candidates are required to complete a Foresight Recruitment Solutions Application Form which requests information including: personal details, employment history, qualifications, medical issues and other necessary information.

**Formal Interview:** Once the Application Form has been completed, all candidates must then complete a face to face interview with a trained Foresight Consultant. The interview establishes the candidate's relevant skills, experience and qualifications/licenses and also helps to assess their communication skills, attitude, appearance and general demeanour.

**Additional Questionnaires:** If it is deemed appropriate, Foresight Recruitment Solutions also provide a variety of additional questionnaires and/or tests to ensure that candidates are wholly suitable to work effectively and safely within certain environments. Examples of these tests include: basic numeracy and literacy tests, ability tests and health questionnaires.

#### 1.3 Candidate Selection

A fully trained Foresight consultant reviews the candidate's performance during the interview process against the type of placements that are currently available. If the candidate is deemed to be suitable,

they are offered a Contract for Services; however, if the candidate is deemed to be unsuitable for whatever reason, they are rejected at this stage and informed of the reason for this.

#### **.4 References**

All Contracts for Services are subject to the receipt of two satisfactory references.

You will be asked for details of two employment referees and references will be obtained ideally in writing, however, there are some circumstances where Foresight Recruitment Solutions will accept a verbal reference. Candidates who are not able to provide references within a reasonable timescale or receipt of an unsatisfactory reference will result in the Contract for Services being withdrawn.

#### **.5 Medical Screening**

For all candidates, the application process includes the completion of a simple health questionnaire to ensure the general health, safety and wellbeing of candidates during their placements.

In the event that concern is raised regarding a possible medical issue, you may be subject to further health screening at the Company's outsourced Occupational Health Department and any decision in relation to withdrawing the Contract for Services will be taken in accordance with the Company's obligations under the Disability Discrimination Act.

All health screening records are maintained and stored confidentially in line with the Data Protection Act 1998.

#### **.6 Employment Eligibility**

In line with our legal obligations, all Contracts for Services are subject to the candidate providing documentation which proves that they are eligible to work in the UK, therefore, you will NOT be permitted to commence a placement until the relevant documentation has been submitted to your Foresight Consultant. We work very closely with the Fraud Investigation Team and the Border Immigration Agency to ensure that we meet our legal obligations in terms of Employment Eligibility.

We follow three clear steps in obtaining evidence that all candidates are eligible to work in the UK, specifically:

Step 1: Candidates must produce an original Employment Eligibility Document from the list below.

Step 2: Follow up checks are carried out with the Border Immigration Agency.

Step 3: All relevant documents are photocopied and retained on file.

Foresight Recruitment Solutions Ltd reserves the right to carry out random and routine further Employment Eligibility checks throughout the duration of your Service Contract.

#### **.7 Employment Eligibility Documents**

You will be required to provide one of the following original documents:

- Your passport showing that you are a British citizen or a citizen of the UK and Colonies with a right of abode in the UK.
- Your passport or national identity card showing that you are a national of the European Economic Area (EEA) or Switzerland.
- Your residence permit, registration certificate or document certifying or indicating you're permanent residence issued by the Home Office on the basis that you are a national of an EEA country or Switzerland.
- Your permanent residence card issued by the Home Office if you are a family member of a national of an EEA country or Switzerland.

- Your Biometric Immigration Document issued by the Home Office indicating that you're allowed to stay indefinitely in the UK or have no time limit on your stay in the UK.
- Your passport or travel document endorsed to show that you are exempt from immigration control, allowed to stay indefinitely in the UK, have the right of abode in the UK, or have no time limit on your stay in the UK.

If you do not have one of the above documents we can accept one of the documents from the list below provided that it is produced in combination with an official document issued by a government agency or a previous employer giving your name and permanent national insurance number:

- Your immigration status document issued by the Home Office with an endorsement indicating that you are allowed to stay indefinitely in the UK or have no time limit on your stay in the UK.
- Your full birth certificate issued in the UK stating the name(s) of at least one of your parents.

- Your full adoption certificate issued in the UK stating the name(s) of at least one of your adoptive parents.

- Your birth certificate issued in the Channel Islands, the Isle of Man or Ireland.
- Your adoption certificate issued in the Channel Islands, the Isle of Man or Ireland.
- Your certificate of registration or naturalisation as a British citizen.
- A letter issued to you by the Home Office indicating that you are allowed to stay indefinitely in the UK.

If you do not have the above documents we will accept one of the documents from the list below. However please note that we will be required from time to time and at least once every 12 months request that you provide us with more recent information and a failure to do so may result in your employment being terminated:

- Your passport or travel document endorsed to show that you are allowed to stay in the UK and do the type of work in question, provided that it does not require the issue of a work permit.
- Your Biometric Immigration Document issued by the Home Office that indicates that you can stay in the UK and are allowed to do the work in question.
- Your work permit or other approval to take employment issued by the Home Office.
- Your residence card or document issued by the Home Office if you are a family member of a national of an EEA country or Switzerland.
- Your certificate of application issued by the Home Office if you are a family member of a national of an EEA country or Switzerland stating that you are permitted to take employment that is less than six months old or your Application Registration Card issued by the Home Office stating that you are permitted to take employment. However, these documents must be produced in combination with evidence of verification by the Home Office Employer Checking Service.
- Your Immigration Status Document issued by the Home Office with an endorsement indicating that you can stay in the UK, and are allowed to do the type of work in question or a letter issued to you by the Home Office or your employer or prospective employer. However, these documents must be produced in combination with an official document giving your permanent national insurance number and his/her name issued by a government agency or a previous employer.

## **2. CONTRACT FOR SERVICES**

All candidates that successfully progress through the recruitment process will be issued with a Contract for Services.

This details Foresight Recruitment Solutions contract with you as an individual, therefore, you are strongly advised to read

this document carefully and raise any queries with your consultant.

The Contract for Services details a number of important items such as:

- Foresight Recruitments Solutions obligations
- Your obligations as an Agency Worker.
- The "status" of the Contract
- Assignments and the Nature of the Offer of Work
- Other Offers of Work
- Payment Terms & Arrangements
- Hours of Work
- Holidays
- Sickness
- Conduct
- Qualifications
- Record Keeping
- Employment Eligibility
- Termination of the Contract
- Discrimination

The Contract for Services should be signed and returned to your Foresight consultant as confirmation that you understand and accept the contract, however, if you fail to return the contract signed within a reasonable period but continue to work at placements/assignments, it will be automatically assumed that you have accepted the terms of the contract.

### **2.1 Status of the Contract & Obligations**

For the purposes of clarity, if you are issued with a Contract for Services this does not give rise to a Contract of Employment. Therefore, you are classed as an Agency Worker and not an Employee of the Company.

As such, there is no mutuality of obligation whatsoever between you, as the Agency Worker and Foresight Recruitment Solutions. Foresight Recruitment Solutions is not obliged to offer you ongoing temporary work or any minimum amount of work and, by the same token, you are not obligated to accept any offer of work made by Foresight Recruitment or work a minimum number of hours

## **3. AGENCY WORKER RIGHTS & ENTITLEMENTS**

Foresight Recruitment Solutions ensures that the legal rights of Agency Workers are respected and commits to ensuring that they are acknowledged and adhered to at all times.

Foresight Recruitment Solutions ensures that all aspects of their business are fully compliant with government legislation and best practice requirements. As such, we affiliated with the GLA (Gangmaster Licensing Authority), REC (The Government body for Recruitment and Employment Agencies).

To ensure that our standards are applied consistently, Foresight Recruitment Solutions ensure that all their Representatives are fully trained in the Company's standards regarding the rights and entitlements of Agency Workers as detailed below:

### **3.1 Written Statement of Terms**

As an Agency Worker, you are entitled to a written statement of terms which sets out the fact that Foresight Recruitment Solutions is providing the placements and the type of work that we will attempt to source for you, the minimum rate of pay you will receive or the salary range you can expect.

All of this information and more is contained within the Contract for Services which you will receive when you successfully complete the recruitment process.

### **3.2 Health & Safety**

Foresight Recruitment Solutions and the hirer will make you are aware of any potential health & safety issues for each and every placement that you undertake, for example: if hi-visibility clothing or safety footwear is required to be worn. You are also strongly advised to familiarise yourself with the local safety features of each placement including their specific Health & Safety Policy which should be displayed in a poster at the placements premises.

If you are required to operate machinery which requires a licence or permit, you will be informed of this and required to produce a copy of the licence or permit before you commence the placement.

### **3.3 Confidentiality**

When you enter into a contract for services, you will be required to provide information to Foresight Recruitment Solutions including personal information about yourself such as: Name, address, bank account details etc.

We would like to reassure you that this information will be treated with the strictest confidence and will be obtained, handled and stored in line with our obligations under the Data Protection Act 1998. We will not disclose any information about you to anyone without your consent other than for the purposes of finding you work or if we are obligated to do so by the law, for example: providing information in respect of legal proceedings, to a professional body (if you are a member) or to a government body.

In the event that your placement may wish to retain you as an Agency Worker for a significant period of time, they may have stringent security requirements for allowing anyone to work on their premises, or for any other business related reason; they may wish to carry out their own referencing processes in addition to our own. This means that they will require certain personal information about you such as name, address, national insurance number, employment history etc. which we will only pass to them after your specific consent has been gained.

### **3.4 Notification of Placements**

When you are being notified of a placement, it is likely that we will contact you initially by telephone. If you accept the placement, we will follow this up in writing detailing the name and address of the hirer and contact details. By the same token, we will contact the hirer and provide them with your details ideally before you start but certainly no later than 3 days after you have started.

### **3.5 Record Keeping**

We will keep all relevant records in relation to your placements.  
Records will include:

- Your personal details including home address.
- Any educational or professional qualifications
- The results of any CRB checks that were carried out during your contract for service (if applicable)
- Application form/CV.
- Details of any assignments//placements undertaken including the hirers name and address.
- Employment Eligibility Document.
- Any advertising material

### **3.6 National Minimum Wage**

As an Agency Worker, you fall within National Minimum Wage legislation which sets a minimum hourly rate depending upon your age. The rates of pay are reviewed and set annually, every October.

Foresight Recruitment Solutions acknowledges this and will ensure that you are paid in accordance with the National Minimum Wage Legislation which is currently in force.

### **3.7 Working Time Directive**

As an Agency Worker, you fall within the rules and regulations set by the Working Time Directive which restricts the amount of hours that people work, sets minimum rest periods, minimum holiday entitlements and puts in place a requirement to offer health screening for people that regularly work at night.

For workers over the age of 18, the main rights include:

- To work a maximum 48 hour working week (you are able to opt out of this restriction).
- To work no more than 6 days in 7 OR 12 days in every 14.
- A 20 minute unpaid break when working 6 hours or more.
- To have 11 hours rest between shifts.
- Statutory Holiday Pay Entitlement

For workers who are 16 and 17, the rights are extended.

There is an option to opt out of the maximum 48 hour working week which enables you to decide whatever hours you would like to work. An Opt Out Form will be included in your starter pack or can be obtained from Foresight Recruitment Solutions at any time, however, you are unable to opt out of any of the other restrictions.

Foresight Recruitment Solutions acknowledges your rights under the Working Time Directive and commits to ensuring that that these regulations are adhered to; however, the very nature of the relationship between you and the hirer means that you are also responsible for ensuring that you adhere to the rules and regulations of the Working Time Directive.

### **3.8 Health Screening for Night Workers**

If you are classed as a Night Worker, you will be offered the opportunity of a free health assessment via Foresight Recruitment Solutions every year.

This will be reviewed by an Occupational Health Professional. If there is any health concerns raised, you may be required to attend a more in depth medical and appropriate support will be given.

### **3.9 Discrimination**

As an Agency Worker, you are protected against being discriminated against, harassed or bullied on the grounds of: colour, race, nationality, national origin, ethnic origin, religion or belief, sex, sexual orientation, marital status, disability or age. Foresight Recruitment Solutions acknowledges your rights in respect of this and has introduced policies, procedures and working practices which specifically prevent discrimination, bullying or harassment under these circumstances.

If you feel that you have been discriminated against by Foresight Recruitment Solutions, your Hirer or a colleague, you are strongly encouraged to notify Foresight Recruitment Solutions via the Grievance Procedure detailed within this Document.

## **4. ON PLACEMENT**

### **4.1 Offer of Placement**

We work hard to match your placement requirements with the placement itself, taking into account your qualifications, skills and experience and expected pay rate. When we have identified a suitable placement, we will contact you initially by telephone to offer you the work. If you accept, we will confirm the hirer's name and address, along with your start date/time and the contact details of your Foresight Consultant.

## **4.2 Induction and On Job Training**

Before you start an assignment the hirer or Foresight Recruitment Solutions may carry out an induction advising you of the requirements of the specific job you will be undertaking, hours of work, rest breaks, uniform requirements, safety features, security requirements, signing in and out and any other information which will be useful for you to know about your hirer, its premises or the job itself. You will also receive training in terms of the specific role you are expected to carry out. This training will be provided by your consultant, a fellow Agency Worker or an employee of the hirer.

## **4.3 Local Rules**

Any information you are provided with regarding your placement, the hirer, the premises and its rules, should be strictly adhered to at all times.

You should also take the time to familiarise yourself with your immediate work area taking into consideration the fire evacuation rules, your nearest fire exit and any safety rules or signs which must be adhered to whilst working on your hirer's premises for the safety of yourself and others working with you.

## **4.4 Dress Code, Uniform & PPE**

You will be advised of the uniform, dress code and personal protective equipment (PPE) requirements of each placement.

You are responsible for ensuring that you wear the relevant clothing and general PPE such as safety footwear during all working hours during your placement. Failure to wear the required clothing, uniform or PPE may result in you being unable to work at the premises and you may be sent home without pay.

Foresight Recruitment Solutions can provide Clothing and PPE whereby Agency Workers can voluntarily purchase Foresight Recruitment Solutions PPE such as hi-visibility garments etc. When you purchase these items you will be required to sign a form which gives your consent for a deposit to be taken from your wages for each item (this does not affect the National Minimum Wage Criteria). This deposit is fully refunded in the event that you return the garments in good condition within one week from the end of your placement. If you choose not to return the items at the end of your placement or they are returned in a poor condition, Foresight Recruitment Solutions reserves the right to withhold the return of the deposit. (Please see section 9.3 of Contract for Services).

## **4.5 Accidents**

If you have an accident or require first aid treatment whilst working on your placement, you are required to notify a responsible person at the Hirer's premises AND your Foresight consultant as soon as possible. It is likely that you will be required to place an entry into the Accident Book on site and a copy of this will be retained by your Foresight consultant. This is not intended to assign blame for an accident but simply to understand how the accident happened to prevent a reoccurrence.

## **4.6 Time Recording**

There will be a time recording arrangement in place at each placement for the purposes of an evacuation and to ensure the correct payment of your wages.

This may take many forms including:

- Manual Timesheet per Agency Worker
- Manual Timesheet per group of Agency Workers
- Swipe card to clock in and out of the building
- Security pass to enter into and out of the building

Whichever method of time recording is in place, you must ensure that you use it accurately at all times during your placement. Deliberate falsification of time recording can amount to fraud and will be treated

seriously with the outcome being that Foresight Recruitment Solutions will withdraw it's contract for services with you.

#### **4.7 Payment**

You are paid every Friday by bank credit transfer into a bank account of your choice. If you do not hold a bank account a cheque will be sent to the address on the application form. Your hours of work are taken directly from the time recording system specific to each placement and you are paid one week in arrears i.e. for the work that you carry out this week you will be paid the following Friday.

You will receive an itemised payslip for each weekly payment which states your pay and any additional payments or deductions made for that pay period. Deductions for PAYE, National Insurance Contributions and any other statutory deductions such as student loans, deduction of earnings orders, are also included, as is the net amount to be paid. You will receive a statement of earnings (P60) every year which must be retained by you as it may be required by various government bodies.

#### **4.8 Pay Queries**

In the event that you have a query regarding your pay, please speak to the Foresight Recruitment Solutions Payroll department as soon as possible and they will be only too happy to assist.

In the case of overpayments, the total amount of the overpayment will be deducted from your next available pay, however, if this causes hardship, arrangements may be made for the repayment to be made over a longer period of time. Failure to report an overpayment may result in the Contract for Services being withdrawn.

#### **4.9 Temp to Perm Opportunities.**

Some hirers may have an arrangement in place with Foresight Recruitment Solutions which means that they are able to either:

- Take on the Agency Workers as their own employee after a certain amount of time. For example: 10 or 12 weeks. OR
- Promote the Agency Worker. The Agency Worker remains as an Agency Worker but may be given additional responsibilities and extra benefits such as a higher pay rate, access to staff benefits etc.

If your hirer has any of these schemes in place, you will be advised of this at the time you start the placement.

#### **4.10 Informing Foresight Recruitment Solutions of a Change to Your Personal Details**

It is vitally important that all personal details held by Foresight Recruitment Solutions are accurate and kept up to date. It is your responsibility to immediately inform your consultant as soon as possible in writing should any of the following change:

- Name
- Title: Mr, Mrs, Miss Ms etc.
- Address
- Telephone Number
- Marital Status
- Emergency Contact Details/ Next of Kin Contact Details
- Bank Details

From time to time you may be required to verify your personal details to ensure that this information is accurate.

If you fail to notify the Company of a change to your personal details, the Company cannot be held responsible for any loss, damage, inconvenience or misunderstanding that could arise as a result.

#### **4.11 Providing Inaccurate Information**

Should it become evident that you have deliberately provided information that is misleading, inaccurate or false, the Company may withdraw its Contract For Services with immediate effect.

### **5. ABSENCE PROCEDURES**

#### **5.1 Notification of Absence**

If you are expected to be working at a placement and will be absent for whatever reason, you must:

- Contact your Foresight Recruitment Solutions as soon as possible and no later than 1 hour before your expected start time. (24 hour Contact details will be provided to you at the start of your placement and should be kept in a safe place)
- Where medical circumstances make this impossible, notification by the quickest means possible should be made as soon as possible.
- You should make contact by telephone to explain the reason for your absence and an expected return date.
- If you are unable to confirm when you will be returning to work, you are required to make further telephone contact on a daily basis to provide an update on the situation.
- You must make contact personally by telephone, however, in exceptional circumstances and if you are unable to make the contact personally, a nominated person may make the initial contact as above, also stating their name and relation to you.
- Under no circumstances are text messages acceptable in absence situations.

#### **5.2 Absence due to Personal Sickness.**

If you are absent due to personal sickness, you may be entitled to receive Statutory Sick Pay (SSP) during absences that last for 4 consecutive days, providing that you forward the relevant documentation to Foresight Recruitment Solutions and you meet the necessary criteria lay down by the government.

#### **5.3 Underlying Medical Conditions and Disabilities**

You are responsible for notifying Foresight Recruitment Solutions of any previous, current or emerging long term medical conditions or disabilities. All discussions of this nature will be treated confidentially.

#### **5.4 Statutory Leave and Payments**

There may be other occasions where you require time away from your placement and are entitled to receive statutory payments such as Statutory Maternity Pay (SMP), Statutory Paternity Pay (SPP) and Statutory Adoption Pay (SAP).

If you are pregnant, you have an obligation to inform Foresight Recruitment Solutions for health and safety reasons to ensure that the role you are carrying out is suitable and does not present a risk to you or your unborn baby. If you do not inform Foresight Recruitment Solutions of your pregnancy, the Company cannot be held responsible for your actions.

You must speak to your consultant as soon as you are aware that you will require time off work for antenatal, maternity, paternity or adoption leave.

## 6. HOLIDAYS

Because the arrangements of each placement vary greatly, you will accrue holiday entitlement for every complete hour that you work. Your holidays are accrued by our payroll department and the information is taken from your timesheets.

You can request your holiday accrual information at any time from the payroll department.

You will be paid your basic hourly rate during a holiday only if you have accrued the relevant hours of paid holiday.

To book a holiday (including bank holidays), you must firstly contact the hirer to ensure the time requested is allowed and does not impact the service levels provided by Foresight Recruitment Solutions to the hirer. You must then contact your consultant who will then pass to the payroll department who will approve your holiday in the event that: you have given the appropriate amount of notice, you have the required holiday accrual and if your holiday does not impact upon the service levels provided by Foresight Recruitment Solutions to the hirer.

You must understand that due to the vary nature of our industry, we cannot allow holidays to interfere in any way with the service levels provide to our customers. You will appreciate that there are times of the year when the Company is at its busiest and unable to consider allowing annual leave.

**You are not entitled to pay in lieu of holidays and you will not be permitted to carry forward holidays from one holiday year to another. Any holidays remaining at the end of the holiday year will be lost.**

## 7. EQUALITY & DIGNITY AT WORK POLICY

### 7.1 Purpose

Foresight Recruitment Solutions Limited is an equal opportunities organization and is committed to ensuring that all it's workplaces, policies, procedures and working practices are free from unlawful and unfair discrimination on the grounds of colour, race, nationality, ethnic or national origin, sex, sexual orientation, disability, age, religion or marital status.

All decisions will be made without taking into account irrelevant discriminatory factors.

### 7.2 The Meaning of Discrimination

Discrimination can be direct or indirect.

Direct discrimination means less favourable treatment on account, for example of someone's sex, race or disability, etc.

Indirect discrimination occurs when an unjustified condition is imposed, which one group of people find more difficult to satisfy. Even though on the face of it, the condition itself does not appear to be discriminatory. For example a condition imposed on one sex, a particular race or disabled people.

### 7.3 Equality in Recruitment & Selection

Insofar possible, vacancies will be advertised in such a way that they will reach all groups of people. Nothing will indicate stereotyping roles (for example, showing men in management positions and women as secretaries), and advertisements will state that the Company is committed to a policy of equal opportunities.

The Company will recruit and offer placements to the best person for the job in terms of qualifications, experience and general suitability and will not discriminate against any applicant either directly or indirectly.

Job requirements, specifications and selection criteria will be limited to those which are essential for the effective performance of the job.

The Company will not pre-judge the suitability of any person for a job whatever their age, sex or race and regardless of whether they have a disability. Attitudes which stereotype individuals will be actively discouraged.

Application forms and interviewers will only ask questions which are relevant to the job and selection will be based upon a candidate's suitability to the role rather than any other irrelevant discriminatory factors.

#### **7.4 Dignity at Work, Harassment & Bullying.**

Everyone has the right to come to work and to be treated with mutual respect and dignity and not to be subject to harassment or bullying.

Harassment is a form of unlawful discrimination and it will not be tolerated by the Company. Harassment is physical, verbal or non-verbal conduct (e.g. of a sexual, physical, sensory condition, impairment or racial nature) which fails to respect the victims dignity in the workplace. It is harassment which is intended to unfairly insult or harm the individual.

Examples of harassment might include conduct or language which causes embarrassment, offence, upset or discomfort: display of pornographic material; suggestions of, or actual physical contact; unwelcome ridicule or jokes; the use of offensive, abusive or embarrassing language or "banter".

If sufficiently serious, a single incident can amount to harassment.

The Company views harassment at work very seriously and anybody suspected of committing an act of harassment against a colleague will be dealt with seriously and may result in the termination of a Contract for Services.

#### **7.5 Making a Complaint**

The Company recognises that you may want to tackle the problem informally by speaking directly to the harasser. If you want assistance at this informal level, you are encouraged to speak to your Foresight Recruitment Solutions.

If you prefer to make a formal complaint, the matter will be dealt with through the Company's Grievance Procedure.

All such complaints will be dealt with sensitively and confidentially. An impartial investigation into the complaint will take place with each party having the opportunity to comment fully on the allegations.

You will be kept informed of the progress of the investigation and if the Company considers that the complaint is well founded, it might be necessary to separate the parties by moving the harasser. A decision will be taken by the person carrying out the investigation, as to whether or not the harasser should continue to be offered work. If the complaint is not upheld, nevertheless, it might be decided that it would be sensible to separate the two parties if either party requests to do so and it is feasible.

Where an allegation was made in good faith, the Company will ensure that the complainant does not suffer any detriment for having brought the complaint. Should there be any false allegations or allegations made out of malice, the Company reserves the right to terminate the Contract for Services.

#### **7.6 Your Obligations**

All workers have the right to equality and to be treated with dignity and respect and therefore, have an obligation to ensure that they work within the standards contained within this Policy.

Any worker who acts in breach of the content or spirit of this policy will be dealt with seriously and may have their Contract for Services terminated.

### **7.7 Monitoring the Policy**

The composition of the Company's work force, it's job applications and the level of relevant complaints or grievances will be monitored periodically by the Directors of the Company to ensure that this policy is effective.

## **8. GRIEVANCE POLICY & PROCEDURE**

### **8.1 Purpose**

It is the Company's aim to ensure that workers with a grievance relating to their treatment, placements or contractual terms can use a procedure which can help to resolve grievances as quickly and as fairly as possible. The aim of the procedure is to settle a grievance as near as possible to its point of origin.

### **8.2 Principles**

It is the Company's intention that:

- You have the right to raise an issue or a complaint.
- The matter will be fully investigated and will be dealt with fairly and consistently.
- During each formal stage of the procedure you will be entitled to be accompanied at a grievance meeting by a fellow employee or Trade Union Official.
- You have the right to appeal with regards to the outcome of your grievance.

### **8.3 The Grievance Procedure**

#### **Stage 1 – Informal Discussion**

If you have a grievance about your treatment, placements or contractual terms you should discuss it informally with your Foresight consultant. It is the Company's intention that the majority of concerns will be resolved at this stage. If your grievance centres on your Foresight Consultant, you are encouraged to discuss the situation with their Manager.

#### **Stage 2 – Written Grievance**

If you feel that the matter has not been resolved through informal discussions, you should put your grievance in writing to the same person as you discussed it with at Stage 1. You will then be invited to attend a formal meeting with this person within 5 working days of the grievance being raised to discuss the matter fully. You may be accompanied at this meeting by a fellow employee or by a trade union official. The person holding the meeting will give their decision in writing within 5 working days from the date of the meeting.

#### **Stage 3 – Appeal**

If the matter is still not resolved to your satisfaction you can appeal against this decision in writing to a Director of the Company. If a Director dealt with the Grievance at Stage 2, then you should put your grievance in writing to an alternative Director. You will be invited to attend a formal meeting within 5 working days of the grievance being raised to discuss the matter fully. You may be accompanied at this meeting by a fellow employee or by a trade union official. The person holding the meeting will give their decision in writing within 5 working days from the date of the meeting. This decision is final unless this is the first stage of your grievance, in which case you will be given the right of appeal.

## **9 FORMER WORKERS**

Grievances may also be raised by ex-workers up to 3 months after their placements have ended. In this case, the grievance procedure set out above will continue to apply.

#### **9.1 Additional Notes**

- The Company may consider using the services of an internal or external mediator to assist in the grievance process.
- Where response timescales throughout the grievance procedure cannot be met by the Company then you will be given a reason for the delay and an alternative timescale will be agreed with you.
- All notes of meetings will be recorded and stored confidentiality.

#### **Declaration**

I have read and understood the information contained within the Workers Handbook and I agree to adhere to the rules and regulations stipulated.

Signed

Print Name

Date

Foresight Recruitment Solutions Signature

Date

#### **Declaration**

I have read and understood the information contained within the Workers Handbook and I agree to adhere to the rules and regulations stipulated.

Signed

Print Name

Date

Foresight Recruitment Solutions Signature

Date