



tempcare
PERSONNEL

**AGENCY WORKER
HANDBOOK**

CONTENTS

CLAUSE

SECTION 1. INTRODUCTION.....	1
1.1 WELCOME.....	1
1.2 THIS HANDBOOK.....	1
1.3 OUR CODE OF CONDUCT.....	1
SECTION 2. HEALTH AND SAFETY.....	2
2.1 GENERAL STATEMENT.....	2
2.2 ACCIDENTS.....	2
2.3 FIRE.....	2
SECTION 3. OUR KEY PRINCIPLES.....	3
3.1 DATA PROTECTION STATEMENT.....	3
3.2 PROOF OF IDENTITY / RIGHT TO WORK IN THE UK.....	3
3.3 EQUALITY AND DIGNITY AT WORK POLICY.....	3
3.4 ANTI - HARASSMENT AND BULLYING POLICY.....	4
3.5 EQUAL PAY POLICY.....	6
3.6 WHISTLEBLOWING POLICY.....	6
3.7 ANTI BRIBERY POLICY STATEMENT.....	8
3.8 AGENCY WORKERS.....	8
SECTION 4. GENERAL POLICIES.....	27
4.1 ATTENDANCE AND TIMEKEEPING.....	27
4.2 ADVERSE WEATHER AND TRAVEL DISRUPTION POLICY.....	27
4.3 SMOKING.....	28
4.4 ALCOHOL AND DRUGS.....	28
4.5 WORK RELATED EVENTS.....	29
4.6 PROPERTY.....	30
SECTION 5. IT SYSTEMS, TELEPHONES AND MONITORING.....	31
5.1 PROHIBITED CONDUCT.....	31
5.2 SECURITY OF OUR SYSTEMS.....	31
5.3 COMPUTER/EMAIL USE.....	32
5.4 INTERNET USE.....	32
5.5 PHONE USE.....	33
5.6 SOCIAL MEDIA POLICY.....	33
5.7 MONITORING POLICY.....	34
SECTION 6. ABSENCE FROM WORK.....	35
6.1 SICKNESS ABSENCE REPORTING AND SICK PAY.....	35
6.2 MEDICAL APPOINTMENTS.....	36
6.3 EMERGENCY TIME OFF FOR DEPENDANTS POLICY.....	37
6.4 ANNUAL LEAVE.....	38
6.5 BEREAVEMENT LEAVE.....	39
6.6 PARENTAL BEREAVEMENT LEAVE.....	39
6.7 JURY SERVICE.....	40

6.8	UNAUTHORISED ABSENCE.....	40
SECTION 7. OUR FORMAL PROCEDURES.....		41
7.1	YOUR RIGHT TO BE ACCOMPANIED.....	41
7.2	FLEXIBLE WORKING POLICY.....	41
7.3	POOR PERFORMANCE POLICY.....	42
7.4	SICKNESS ABSENCE/CAPABILITY POLICY.....	44
7.5	DISCIPLINARY POLICY.....	45
7.6	GRIEVANCE POLICY.....	50
SECTION 8. FAMILY RELATED LEAVE.....		52
8.1	MATERNITY LEAVE POLICY.....	52
8.2	PATERNITY LEAVE POLICY.....	54
8.3	ADOPTION LEAVE POLICY.....	55
8.4	SHARED PARENTAL LEAVE POLICY.....	56
8.5	PARENTAL LEAVE POLICY.....	57

SECTION 1. INTRODUCTION

1.1 WELCOME

- 1.1.1 Welcome to Tempcare Personnel Ltd. The success and performance of our Company is due to the skills and abilities of workers like you. We look forward to a long and successful working relationship with you and sincerely hope that your time with us is enjoyable and rewarding.
- 1.1.2 Tempcare Personnel Ltd aims to provide an effective agency healthcare recruitment service to both our Clients and our Agency Workers. As a nursing agency, we operate nationwide which means regardless of where you are based, we will be able to help you find your ideal nursing job. We have built a solid reputation since Tempcare Personnel Ltd was established and continue to provide a quality service. We are dedicated to offering our Agency Workers an exemplary service through which you can develop your career, by offering choice and convenience along with professional support.

1.2 THIS HANDBOOK

- 1.2.1 This handbook is designed to explain the way in which we work and to set out the key procedures, rules and policies designed to ensure an efficient workplace and a safe and supportive environment for all.
- 1.2.2 The contents of this handbook do not form part of the terms of your contract of employment unless otherwise stated.
- 1.2.3 Tempcare Personnel Ltd may need to alter or amend any policy or procedure contained in this handbook to ensure that it remains relevant and consistent with the needs of the business and up to date with legal changes. Any such change will be notified to all workers.
- 1.2.4 An up-to-date copy of this handbook can be found in the workers online portal or a hard copy can be obtained from the office.
- 1.2.5 You are expected to comply with the requirements set out in this handbook and failure to do so may lead to disciplinary action; in appropriate cases, up to and including dismissal.
- 1.2.6 This handbook contains useful information for you regarding our policies and procedures and everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives.
- 1.2.7 If you are unsure about anything mentioned in this handbook, please contact a member of management who will assist you further.

1.3 OUR CODE OF CONDUCT

- 1.3.1 While working for us you should at all times maintain professional and responsible standards of conduct and failure to do so could lead to formal action being taken under our Disciplinary policy. In particular you should:
- observe the terms and conditions of your contract, particularly with regard to hours of work and confidentiality;
 - observe all our policies, procedures and regulations which are included in this Handbook or notified to you from time to time by means of notice boards, e-mail, the intranet or otherwise;
 - take reasonable care in respect of the health and safety of colleagues and third parties and comply with our Health and Safety Policy;
 - comply with all reasonable instructions given by managers; and

- act at all times in good faith and in the best interests of our business, customers and staff and our best interests and those of our customers/clients and staff.

SECTION 2. HEALTH AND SAFETY

2.1 GENERAL STATEMENT

- 2.1.1** Tempcare Personnel Ltd regards the management of health and safety in the workplace as a fundamental and integral part of its operations. It is a management priority to ensure a safe place and system of working is in place for all.
- 2.1.2** It is our policy that all activities and work will be carried out in a safe manner, and we will ensure the health, safety and welfare of our workers and others who may be affected by our activities.
- 2.1.3** Senior management have responsibility for implementing the specific arrangements made under this policy, therefore if you have any health and safety related concern, you should speak to a member of management without delay.
- 2.1.4** All workers are expected and encouraged to be proactive with regards to managing health and safety whilst at work and in line with this, workers are required to ensure that their own work is undertaken without risks to themselves and others as far as reasonably practicable.
- 2.1.5** Tempcare Personnel Ltd may issue separate health and safety policies or similar from time to time, and all workers are required to act in accordance with such.
- 2.1.6** Tempcare Personnel Ltd will provide appropriate training and make available competent health and safety advice and adequate resources including time and money so that legal obligations may be met.
- 2.1.7** Any failure by an worker to comply with any aspect of Tempcare Personnel Ltd's health and safety procedures, rules or duties will be treated as a potential disciplinary issue and in serious cases as potential gross misconduct.

2.2 ACCIDENTS

- 2.2.1** All accidents and incidents (including near-miss incidents) must be reported to a manager, Client and your local Branch (and/or to the Local Authority in the case of serious accidents and/or dangerous occurrences) and logged in the accident book so this can be assessed to prevent reoccurrence.
- 2.2.2** It is the responsibility of all workers to provide complete and accurate information to enable management to find out what went wrong, learn lessons, and take action to prevent or reduce such accidents/incidents in the future.
- 2.2.3** Absences resulting from accidents at work are treated as sickness absence and Tempcare Personnel Ltd's normal rules will apply to such absences. Please see the section of this handbook relating to sickness absence.
- 2.2.4** If you suffer a needle stick injury you must attend for treatment immediately and report the incident. If possible take note of the patient's details to help identify potential risks. As soon as a needlestick (sharp) injury occurs you should do the following: Encourage bleeding by squeezing the site of the puncture wound, do not suck.

2.3 FIRE

- 2.3.1** Tempcare Personnel Ltd has undertaken risk assessments to identify any potential fire hazards in order to assess and put in place measures to ensure a safe place and system of work.

2.3.2 Fire safety information, including fire exit signs and fire extinguishers are located throughout Tempcare Personnel Ltd's premises and all workers should ensure they are familiar with such.

2.3.3 All workers should seek to always ensure good standards of housekeeping. A clean and tidy workplace is less likely to be a source of fire. If you have concerns regarding a risk of fire you should contact your manager immediately who will investigate this further.

2.3.4 In the event of a fire, Tempcare Personnel Ltd has designated fire assembly points where staff should congregate in the event the fire alarm sounds. You will be made aware of fire exits and where the fire assembly points are located.

2.3.5 Tempcare Personnel Ltd may undertake fire drills at relevant times to ensure Tempcare Personnel Ltd's fire procedures are effective and to ensure all staff are familiar with them. These drills are important and must be taken seriously.

2.3.6 Remember on discovering a fire:

- Operate the nearest fire alarm;
- Alert other people within your immediate vicinity;
- Do not attempt to tackle the fire unless you have been trained or you feel competent to do so. Under no circumstances should staff put themselves or others at risk in a fire situation.

2.3.7 On hearing the fire alarm

- Do not delay - evacuate the premises immediately;
- Do not stop to collect personal possessions;
- Remain calm and proceed to evacuate in an orderly manner;
- Do not re-enter the premises or site until instructed to do so by the relevant and appropriately trained fire marshal.

SECTION 3. OUR KEY PRINCIPLES

3.1 DATA PROTECTION STATEMENT

- 3.1.1** Tempcare Personnel Ltd complies with all aspects of Data Protection Laws including the Data Protection Act 2018 and the General Data Protection regulations (GDPR). All information regarding Data Protection is contained separately in our Data Protection Policy which can be found in the workers online portal or a hard copy can be obtained from the office.
- 3.1.2** Additional information regarding your personal data will be covered off in your Privacy Notice, which is provided to you separately as an addendum to your contract of employment.

3.2 PROOF OF IDENTITY / RIGHT TO WORK IN THE UK

- 3.2.1** Tempcare Personnel Ltd is legally obliged to ensure that all workers are permitted to work in the UK. It is a condition of your employment that you comply with all reasonable requests to provide details of your identity, right to work in the UK and place of residence. This will include allowing Tempcare Personnel Ltd to take copies of your passport or other appropriate documents and to check their authenticity. Copies of any such documents will be kept in your personnel file indefinitely.
- 3.2.2** Tempcare Personnel Ltd may dismiss any worker who cannot demonstrate that they are legally entitled to work in the United Kingdom.

3.3 EQUALITY AND DIGNITY AT WORK POLICY

- 3.3.1** Tempcare Personnel Ltd is committed to promoting equal opportunities in employment and ensuring all are treated with dignity whilst at work.
- 3.3.2** This policy applies to all, and Tempcare Personnel Ltd takes a strict approach regarding its enforcement. Any potential breaches of this policy will be dealt with in accordance with our Disciplinary Policy. Serious cases of deliberate discrimination will likely amount to gross misconduct resulting in dismissal.
- 3.3.3** Tempcare Personnel Ltd is committed to ensuring that all staff and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (the Protected Characteristics).
- 3.3.4** In addition, Tempcare Personnel Ltd will treat all part-time and/or fixed-term staff members no less favourably when compared to any comparable full-time or permanent member of staff (on a pro-rata basis where appropriate), unless different treatment is justified.

Discrimination

- 3.3.5** In accordance with the law, and Tempcare Personnel Ltd's aims, we do not expect any member of staff to engage in any behaviour which is discriminatory or harassing. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.
- 3.3.6** Discrimination can come in several forms and staff should be aware of what can constitute discrimination:
- **Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.

- **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.
- **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.

Supporting Disabilities

- 3.3.7** If you are suffering with a health issue you are encouraged to tell us about this so that we can consider what can be done to assist and support you.
- 3.3.8** As part of supporting you, we will discuss and consider whether it is possible and appropriate to make reasonable adjustments to support you at work. What is appropriate will often be based on the particular circumstances.
- 3.3.9** With your consent, we may need to consult with your doctor (or other relevant medical professional, such as occupational health) to explore any possible reasonable adjustments further and ask for a medical opinion on how to support you. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable, we will explain our reasons and try to find an alternative solution where possible.

What should I do if I have a complaint under this policy?

- 3.3.10** If you believe that you have been subjected to discriminatory or undignified treatment at work, then you are encouraged to raise this in accordance with our Grievance Policy.

3.4 ANTI - HARASSMENT AND BULLYING POLICY

- 3.4.1** We want to provide a working environment free from harassment, bullying and intimidation and therefore Tempcare Personnel Ltd will take allegations of the same very seriously and will investigate as appropriate to address any issues in accordance with our Disciplinary Policy with serious conduct capable of resulting in dismissal.
- 3.4.2** Due to how seriously Tempcare Personnel Ltd considers such issues to be, in the event an worker is found to have made allegations maliciously or in bad faith and/or have given false or intentionally misleading information during any investigation, this will also likely lead to action being taken under our Disciplinary Policy.
- 3.4.3** This policy applies to all on Tempcare Personnel Ltd premises, online, or during any work-related social events, business events or business trips etc.
- 3.4.4** If you complain about harassment or bullying, you should not be victimised as a result. If you believe that has happened to you, you must tell your manager as soon as possible.
- 3.4.5** If you are concerned about the way a colleague is being treated, the best approach may be for you to challenge the behaviour – but do not do so if you are anxious about your own safety. If you do not want to challenge the behaviour yourself, or you have tried doing so but it has not worked, you should speak to your manager for further guidance.

What is harassment?

- 3.4.6** Harassment is where a person is subject to uninvited conduct that — as an intended or unintended consequence — violates their dignity, in connection with a protected characteristic.

Our Equality and Dignity at Work Policy defines 'protected characteristic'. Harassment could be carried out by a colleague or by a third party such as a client or customer.

- 3.4.7 We also define harassment as behaviour that creates a hostile, humiliating, degrading or similarly offensive environment in relation to a protected characteristic. Name calling, lewd comments, excluding colleagues, making insensitive jokes, and displaying pornographic material are all examples of harassment.
- 3.4.8 Physical, verbal and non-verbal conduct can all amount to harassment. So can things you say or do online, especially on social media.
- 3.4.9 This policy covers isolated or ongoing incidents of offensive behaviour. When someone treats another person less favourably because they either submit to such behaviour or refuse to do so, we also see that as harassment.
- 3.4.10 The impact on the victim is very important. A person's behaviour can amount to bullying or harassment even if they had no idea it would be perceived that way.

What is bullying?

- 3.4.11 Bullying is any behaviour that leaves the victim feeling threatened, intimidated, humiliated, vulnerable or otherwise upset. It does not need to be connected to a protected characteristic.
- 3.4.12 As with harassment, physical, verbal and non-verbal conduct can all amount to bullying. It can take various forms, from extreme behaviour involving violence and intimidation, through to subtle actions such as deliberate exclusion from the team etc. It can also take place online (cyberbullying).
- 3.4.13 Constructive and fair feedback about your behaviour or performance from your manager or colleagues is not bullying. It is part of normal employment and management routine and should not be interpreted as anything different.

How we deal with harassment and bullying

- 3.4.14 Many issues may be able to be resolved informally and it's sometimes a good idea to speak with the person you feel is harassing or bullying you and explain that their behaviour is unwelcome, inappropriate, or it upsets you. Surprisingly it can often be the case that people think of their behaviour as 'banter' and have no idea that it is upsetting or unacceptable and would not have behaved in such a way if they thought this would have made you feel upset.
- 3.4.15 Sometimes it is difficult to speak with the perpetrator directly and if you feel this is the case, you are encouraged to speak to a member of management directly who will assist you. If the issue is with your manager — or there's another reason you would prefer not to discuss it with them — you should instead speak to their line manager or another appropriate member of management.
- 3.4.16 It's not always possible to resolve issues informally. If you find yourself in that situation, you should follow our Grievance Policy to raise any issue you have with bullying or harassment.

Protecting confidentiality

- 3.4.17 We will treat your complaint in confidence, as far as is possible, and if we find that you have been the victim of harassment or bullying, we will take steps to stop it continuing or recurring.
- 3.4.18 We have a duty of care to all staff, and therefore in instances where a complaint of bullying or harassment is raised informally or in confidence, we may choose to investigate this anyway (especially if this is very serious conduct), to ensure such conduct is eradicated. We will however discuss this with you and factor in all circumstances.
- 3.4.19 If you make a harassment or bullying complaint and don't maintain proper confidentiality at any time during the process, or you are interviewed in connection with someone else's complaint and likewise fail to maintain confidentiality, you may face action under our Disciplinary Policy.
- 3.4.20 Where you raise a complaint, and this leads to disciplinary action against another member of staff, any subsequent disciplinary outcome will be confidential in itself and therefore it may not be appropriate in the circumstances to disclose the level of sanction or the content of such to you. We will however ensure that the sanction is appropriate for the circumstances.

3.5 EQUAL PAY POLICY

- 3.5.1** Tempcare Personnel Ltd is committed to the principle of equal pay for men and women where the work being undertaken is substantially similar or is of equal value to Tempcare Personnel Ltd unless there are specific and clear reasons unconnected with the worker's sex which explain and justify any difference in pay.
- 3.5.2** For example, in some cases individuals carrying out similar work may receive different salaries because of seniority, incremental points, qualifications and other such factors.
- 3.5.3** If you wish to raise any query with your pay and its evaluation you are encouraged to do so to a member of management, however you can also raise a grievance in accordance with Tempcare Personnel Ltd's Grievance Policy.

3.6 WHISTLEBLOWING POLICY

- 3.6.1** We aim to maintain high standards of integrity in everything we do.
- 3.6.2** If you are concerned about an issue which you believe evidences conduct which is dangerous, against the law, or that breaches ethical or professional codes then you are encouraged to report such so that Tempcare Personnel Ltd can take steps to ensure this is addressed.
- 3.6.3** Workers are afforded protection from detriment or dismissal under this policy when making a qualifying protected disclosure.

What is a qualifying disclosure?

- 3.6.4** A "qualifying disclosure" means a disclosure of information that an worker genuinely and reasonably believes is in the public interest and shows that Tempcare Personnel Ltd has committed a "relevant failure" by:
- committing a criminal offence;
 - failing to comply with a legal obligation;
 - a miscarriage of justice;
 - endangering the health and safety of an individual;
 - environmental damage; or
 - concealing any information relating to the above
- 3.6.5** Speak to an appropriate member of management if you are not sure whether something you have become aware of is covered by this policy. If your complaint is about the way people are behaving towards you, then you should refer to our policy on Bullying and Harassment and/or our Grievance Policy, for guidance on how to proceed.

How to raise a whistleblowing concern

- 3.6.6** In most cases, you should start by raising your concerns with your manager, either face-to-face or in writing.
- 3.6.7** If you would prefer not to go to your manager, you should write to another member of management who you consider appropriate to disclose such concern to, or alternatively you can raise this directly with one of Tempcare Personnel Ltd's directors. You should also do this if your concerns are of a very serious nature.
- 3.6.8** Your letter should say that you are raising your concerns under this policy and then explain what those concerns are. Include all the key facts, dates, and the names of the people involved.
- 3.6.9** You will be invited to a meeting to discuss your concerns, and you are entitled to be accompanied at this and any subsequent meetings by a colleague or trade union representative. If you bring a companion, we ask that you both agree to keep your disclosures confidential before and after the meeting and during any investigation that may follow.

- 3.6.10** After the initial meeting, we will investigate your concerns and we may ask you to attend further meetings. To investigate properly, we may involve specialists with particular knowledge or experience of the issues you have raised.
- 3.6.11** We will keep you informed in general terms about how our investigation is progressing and how long it is likely to take. We may not be able to give you details about the investigation (or any action it leads to) as we need to protect confidentiality and comply with legal obligations. We understand this may be frustrating, and so we will do our best to reassure you that things are in hand and to explain why we are acting in the way we are.
- 3.6.12** Your concerns will be addressed fairly, but we cannot guarantee the outcome of our investigations will be the one you want. If you are not satisfied with how we have conducted the investigations, you can take the matter to a more senior member of management for further consideration.
- 3.6.13** Most concerns are raised with good intentions, but occasionally someone makes a false allegation out of malice or because they believe they have something to gain. Anyone found doing this will face action under our Disciplinary Policy and is at risk of being dismissed for gross misconduct.

Confidentiality and anonymity

- 3.6.14** There is a significant difference between wanting to keep your concerns confidential and making a disclosure anonymously. We actively discourage anonymous whistleblowing. Concerns raised anonymously are very difficult — and sometimes impossible — to investigate. We can't properly establish whether allegations are credible without being able to ask you for more details or for clarification, and this makes it hard to reach an informed decision. This is why we urge you not to report matters anonymously.
- 3.6.15** If you do not feel comfortable in reporting your concern openly, tell us and we will do all we can to protect your identity. We may want to disclose your identity to people involved in the investigation, but we will always discuss this with you first.
- 3.6.16** You are protected from reprisals under this policy, but if you are still worried, talk to us. We will explore how far we can go in keeping your concerns confidential.

How we protect whistle-blower's

- 3.6.17** If you raise a genuine concern under this policy, we will support you fully even if we find through our investigations that you made a mistake or that there has been no breach of policy, legal obligation or other activity set out above. However, if you feel you have been treated badly as a result of raising a concern, you must tell us straightaway. First inform your manager and, if the matter remains unresolved, you must follow the formal process in our Grievance Policy.
- 3.6.18** All whistleblowers are given the same protection, so you must not threaten or otherwise badly treat others who have raised concerns under this policy. If you do, you may face disciplinary action which could include dismissal for gross misconduct. The whistleblower may also be able to bring legal action against you.

Taking your concerns externally

- 3.6.19** This policy outlines the process for raising, investigating, and resolving wrongdoing within the workplace. It is rarely necessary – or, from our point of view, desirable – for anyone outside Tempcare Personnel Ltd to become involved when a whistleblowing allegation is made.
- 3.6.20** In some exceptional circumstances, you may need to go to an external body — an industry regulator, for example. The independent charity Protect can direct you towards the appropriate regulator for the type of issue you want to raise.
- 3.6.21** This policy covers the actions of third parties such as suppliers, service providers, and clients, as well as our staff. Should you have concerns about a third party, you are encouraged to raise them with us before approaching anyone else. Your manager will be able to explain how you should proceed.
- 3.6.22** Alerting the media to a concern — particularly before or during an internal investigation — is almost never justified or appropriate in any situation. We strongly discourage you from doing

so and will treat any contact with the press as a serious disciplinary issue justifying dismissal unless exceptional circumstances exist. We would normally expect you to have taken all reasonable steps to deal with the matter internally or with an external regulator, and to have taken full advice from a lawyer or from Protect before being justified in approaching the press.

3.7 ANTI BRIBERY POLICY STATEMENT

- 3.7.1** We are committed to applying the highest standards of ethical conduct and integrity in its business activities in the UK and overseas. Every worker and individual acting on Tempcare Personnel Ltd's behalf is responsible for maintaining Tempcare Personnel Ltd's reputation and for conducting Company business honestly and professionally.
- 3.7.2** We aim to carry out our business in a transparent and ethical way and will not conduct business with service providers, agents or representatives that do not support our anti-bribery objectives.
- 3.7.3** We do not tolerate any form of bribery, whether direct or indirect, by, or of, its workers, officers, agents or consultants or any persons or companies acting for it or on its behalf. We are committed to implementing and enforcing effective systems throughout Tempcare Personnel Ltd to prevent, monitor and eliminate bribery, in accordance with the Bribery Act 2010.
- 3.7.4** A bribe is a financial advantage or other reward that is offered to, given to, or received by an individual or Company (whether directly or indirectly) to induce or influence that individual or Company to perform public or corporate functions or duties improperly.
- 3.7.5** Workers and others acting for or on behalf of Tempcare Personnel Ltd are strictly prohibited from making, soliciting or receiving any bribes or unauthorised payments.
- 3.7.6** As part of its anti-bribery measures, Tempcare Personnel Ltd is committed to transparent, proportionate, reasonable and genuine hospitality and promotional expenditure. Such expenditure must be authorised by management in advance, in accordance with our procedures.
- 3.7.7** A breach of Tempcare Personnel Ltd's anti-bribery policy by an worker will be treated as grounds for disciplinary action, which may result in a finding of gross misconduct, and immediate dismissal. Workers and other individuals acting for Tempcare Personnel Ltd should note that bribery is a criminal offence that may result in up to 10 years' imprisonment and/or an unlimited fine for the individual and an unlimited fine for Tempcare Personnel Ltd.
- 3.7.8** The success of Tempcare Personnel Ltd's anti-bribery measures depends on all workers, and those acting for Tempcare Personnel Ltd, playing their part in helping to detect and eradicate bribery. Therefore, all workers and others acting for, or on behalf of, Tempcare Personnel Ltd are encouraged to report any suspected bribery.
- 3.7.9** Workers who suspect bribery or other wrongdoing may be taking place are encouraged to make a complaint under our Whistleblowing Policy, and Tempcare Personnel Ltd will support any individuals who make such a report, provided that it is made in good faith.

3.8 AGENCY WORKERS

Agency worker regulations

- 3.8.1** The Agency Workers Regulations 2010 came into force in October 2011 giving agency workers the same basic employment conditions after 12 weeks in a given job as those that would have applied if they had been recruited directly by the hirer.

Day 1 rights

- 3.8.2** You have rights from day 1 of your assignment. Rights that apply from day one include the right to be treated no less favourably than the client's comparable workers and workers in relation to shared facilities and amenities provided by them. This includes (but is not limited to) use of their canteen, staff room, car parking facilities, etc.
- 3.8.3** You also have the right from day one of the assignment to be given the same information about relevant vacancies as comparable workers.

The 12 Week Qualifying period

- 3.8.4** You will meet the 12-week qualifying period once you have carried out the same role, or substantively similar roles, at the same hirer for 12 weeks. You will then qualify for the same basic working and employment conditions to which you would have been entitled had you been directly recruited by the hirer.
- 3.8.5** The 12-week period does not need to be continuous. Certain breaks will pause the time during which you accrue service, and you will resume accumulating service on return from the break.
- 3.8.6** Breaks between assignments, or during an assignment, during which the qualification period will pause are those where the break is:
- For any reason and lasts no more than 6 weeks
 - Due to sickness absence and lasts up to 28 weeks
 - Related to pregnancy, childbirth or maternity during a protected period
 - For the purpose of taking other leave to which you have statutory or contractual entitlement e.g. annual leave
 - Due to jury service and lasts up to 28 weeks
 - Due to a pre-determined period where the employer temporarily does not require any worker to attend the workplace and work in the particular role (e.g. a temporary factory "shut down")
 - Due to industrial action
- 3.8.7** After the 12-week qualifying period you will be entitled to:
- Other Pay - Pay means salary and other entitlements linked directly to your work, including overtime pay, holiday entitlement, shift allowances, risk payments, and commission pay and any bonuses linked to the quality or quantity of work done by you.
 - Nightwork - You will be entitled to work the same hours and receive the same allowances as a permanent member of staff.
 - Breaks - You will be entitled to the same level of rest periods and the same amount of daily breaks as a permanent member of staff.
 - Holiday - You will be entitled to the same amount of annual leave as a permanent member of staff. This leave entitlement may be more than your leave allowance with Tempcare Personnel Ltd.
 - Working Hours - You will also benefit from any specific company agreements that apply to comparable direct recruits in relation to working hours. So, for example, if you would have been entitled to normal working hours of 35 hours a week and been directly

recruited to the same job by the hirer, you will be entitled to this after the 12-week qualifying period.

DBS Checks

- 3.8.8** Some assignments may be subject to receipt of a satisfactory DBS disclosure in order to ensure you are suitable for work in that particular position. If this is the case, a special procedure will be followed which will be explained to you in detail at the appropriate time.
- 3.8.9** Your employment is subject to a satisfactory disclosure from the Disclosure Barring Service in accordance with the Rehabilitation of Offenders Act 1974 and the Police Act 1997. In the event a DBS check reveals that you have any current criminal convictions of whatever nature then Tempcare Personnel Ltd will terminate your employment with immediate effect. You will be responsible for any costs associated with undertaking the standard DBS check prior to commencement of employment with Tempcare Personnel Ltd.
- 3.8.10** In addition, if either before or during the course of an assignment, you become aware of any reason why you may not be suitable for that assignment, you must notify your consultant without delay.

Change in Circumstances or status

- 3.8.11** It is also your responsibility to let your consultant know about changes in your circumstances or status while under contract with Tempcare Personnel Ltd. This includes, but is not limited to:
- A change in your address or phone number
 - A change in your right to work status
 - A change in your DBS that would make you unsuitable for an assignment
 - You become aware of any other reason why you may not be suitable for an assignment.

Auto Enrolment Pension

- 3.8.12** A Workplace Pension (Auto Enrolment) is a defined contribution Employer Pension Scheme. Employers are required to enroll all staff in a workplace pension scheme if they:
- Work in the UK
 - Are not already in a suitable (qualifying) workplace pension scheme
 - Are at least 22 years old, but under state pension age
 - Earn more than £10,000 a year (tax year 2022-23)
- 3.8.13** Once you have reached the above thresholds you will be automatically enrolled and will receive an e-mail promoting an online registration for access to your pension account.
- 3.8.14** If you choose to opt out, you must first be enrolled. If you opt out within the first 30 days your contributions will be refunded to you. After this time your contributions will remain in your 'pension pot' for your retirement. Information on how to opt out is available from your pension provider. If you do choose to opt out, you will lose out on your employer's contribution and the government's contribution in the form of tax relief.
- 3.8.15** By law employers must re-enroll all workers back into the scheme approximately every three years, if they still meet the eligibility criteria.

Timesheets

- 3.8.16** You must complete your timesheet in full. Print your name, worker number, name of the facility, name of ward or unit, weekending, and your booking or reference number for each shift. Complete the date and ensure it is written in the right box
- 3.8.17** Ensure the timesheet is signed at the side of each shift, and again at the bottom. If the timesheet is not signed at the bottom, it cannot be processed.
- 3.8.18** Leave the pink copy of the timesheet with the Client once it is signed, keep the yellow copy for yourself and post the white copy to the address on the timesheet.
- 3.8.19** Keep your yellow copy-safe, if your timesheet gets lost in the post, we can pay you from the yellow copy. You can also use the reference number at the top of the copy to check against your payslip. Tempcare Personnel Ltd cannot accept faxed or photocopied timesheets; you must send us the original.
- 3.8.20** You must not use the same timesheet more than once, as each timesheet has its own unique reference number that can only be used once. If you photocopy the timesheet and use it again it will flash up on the system as duplicate and cannot be paid.
- 3.8.21** Pay is weekly always on a Friday (except for Bank Holidays when you will receive your pay on a Thursday).
- 3.8.22** Your timesheets need to be submitted by 10 am Monday to ensure you are paid the following Friday.
- 3.8.23** We advise that you send your timesheets by Sunday night of each week to make sure they arrive on time.
- 3.8.24** If you have a payroll enquiry, please contact our office and ensure you have your yellow copy to hand as we will need your timesheet reference number to assist you. We will endeavour to resolve your query as soon as possible.

Pay rates

- 3.8.25** Pay rates may differ depending upon the role and position you have applied for. Rates of pay may also differ between client groups. The decision to accept an assignment on the basis of pay rate is yours. It is a good idea to confirm which rate of pay applies when booking shifts and which clinical-grade you have been booked. This ensures that you can complete your timesheet accurately before asking the nurse in charge to sign it.

Travel

- 3.8.26** The general rule is that travel allowances are not paid for assignments unless this has been discussed and agreed upon.

Method of Payment

- 3.8.27** Payment will be made by Bankers' Automated Clearing Services (BACS) directly into your bank/building society account weekly. A payslip detailing how your pay has been calculated and showing any deductions made will be posted to your home address or emailed. Please remember to let us know if you should change your personal circumstances, e.g. change of address or bank details. Please note that we will not accept telephone changes to your banking/building society details. All changes must be in writing via your Consultant.

Tax and NI

- 3.8.28** If you are a PAYE Agency Worker, you will have a worker contract with Tempcare Personnel Ltd and tax, national insurance and pension contributions will be deducted at source. A contract of engagement will have been forwarded to you, which you should have signed.
- 3.8.29** For each week that you submit a timesheet, you will receive a payslip with a full breakdown of all of the elements of your pay and deductions. Holiday pay will be accrued according to the hours you have worked as detailed below.
- 3.8.30** Although Agency Workers are self-employed, unless registered as a Limited Company, Tempcare Personnel Ltd is required by law to treat you as though you were employed, for the purposes of PAYE and Class 1 National Insurance Contributions only. You are required to pay

income tax on your earnings (if they exceed the threshold for the current financial year). The rules affecting people working through agencies are contained in Section 134 TA 1988 (formerly Section 38, Finance (No. 2) Act 1975). If you have any queries regarding your tax code or feel that you may be entitled to additional allowances, please contact the tax office directly. They can adjust your tax code if appropriate. If Tempcare Personnel Ltd is not your main source of work for tax purposes and there are issues with an overpayment of tax and other income issues, it is also advisable to discuss these with the Inland Revenue direct or via their web site.

- 3.8.31** Deductions in respect of Class 1 National Insurance will, unless registered as a Ltd Company, normally also be made by Tempcare Personnel Ltd on your behalf, if earnings exceed the National Insurance threshold. If you are entitled to pay reduced National Insurance or are exempt from paying contributions, you must produce the appropriate certificate, before undertaking any assignments.

Holiday Pay

- 3.8.32** As a PAYE Agency Worker you will start accruing holiday pay as soon as you begin work through Tempcare Personnel Ltd. Holiday entitlement is 28 days' paid leave per year. Entitlement to payment for leave accrues in proportion to the amount of time worked during the leave year and will be paid to you within each pay slip.
- 3.8.33** The holiday year runs from 1st April to 31st March. As an Agency Worker your holiday pay is inclusively paid with your weekly wage. However if you want accumulative holiday pay we can set aside your weekly holiday pay and this can be paid to you on your request. Holiday entitlement is determined by the hours worked. Any holiday pay that you accrue must be taken before the end of the year, as the holiday year runs from 1st April to 31st March. Any outstanding balance of holiday pay not claimed by this date will be lost.
- 3.8.34** The holiday pay rate is calculated as an average of the pay rates you have received over the previous 12 weeks. It is each Agency worker's responsibility to claim his or her holiday pay, and Tempcare Personnel Ltd will not send reminders, nor will Tempcare Personnel Ltd be responsible for the loss of holiday payments. You may not work whilst on holiday. You may not claim holiday for weekends unless these are usual working days for you. To claim Holiday Pay please contact your Consultant. Holiday pay does not apply to any Agency Worker registered as a Limited Company as it is already included in the rate of pay.

Insurance

- 3.8.35** All Tempcare Personnel Ltd Agency Workers are responsible for their actions, errors, or omissions at work. You are therefore strongly encouraged to take out Personal Accident, Professional Indemnity/Malpractice, and Public Liability insurance policy appropriate to your needs, which will provide adequate cover. If you are a member of a professional body, you should check the cover that may be included with your membership.
- 3.8.36** Tempcare Personnel Ltd has professional indemnity insurance in place for PAYE workers. Limited company workers must provide evidence of their own indemnity insurance arrangements. cover.
- 3.8.37** The RCN (The Royal College of Nursing) also offers Professional Indemnity Cover to RCN members, please familiarise yourself with the terms and conditions of the RCN service.
- 3.8.38** Individuals who access the platform, who also have a permanent position with another organisation may have indemnity insurance in place and are advised to check.

Shifts

- 3.8.39** You should book your shifts by telephoning your personal consultant. Regular and effective contact is vital so we can find you the work you want. Let us know your availability and key requirements as often as necessary.
- 3.8.40** As an agency that provides a quality last-minute shift requirement service, we need to ensure that we always present professionally and efficiently. Clients rely on our company to source quality staff to fill shortfalls in their staffing needs due to sickness, annual leave, and rota

shortages. When we fill a shift, we need to ensure this is upheld and doesn't leave our client short-staffed and patients at risk.

Cancellation of shifts

- 3.8.41** We appreciate that sometimes unavoidable things do occur however you must **always try and give us as much notice as possible if you have to cancel a shift**. If you feel slightly unwell but are unsure if you will need to cancel the shift still advise us of the situation so we can be prepared if a replacement is needed.
- 3.8.42** To cancel a shift you have already accepted, please phone your consultant immediately. **Shift cancellations will not be accepted by email or text.**
- 3.8.43** Please be accessible by phone when you have said you will be available. Be prepared to answer calls from a "private number" as our office number will be displayed this way and we may need to cancel you from a shift.
- 3.8.44** Please ensure you always arrive for work at least fifteen minutes before the shift is due to start. This will allow you to find your ward, store your belongings, change into your tunic, and introduce yourself to the Nurse in Charge or Manager.
- 3.8.45** **If running late for work, please contact your consultant or the main Tempcare Personnel Ltd office immediately.** Always call before the shift is due to start and please give a realistic estimated time of arrival. If your journey is further delayed, please update us again.

Lateness

- 3.8.46** It is always better for us to call ahead and inform a client of lateness, than the Client calling us looking for a worker running late. This will look unprofessional and may affect future work allocation from that client.
- 3.8.47** Allow plenty of time to travel to work, particularly if travelling by bus or tube, which are frequently subjected to disruptions and can run behind time.
- 3.8.48** It is not acceptable if you fail to inform us of your delayed arrival due to no mobile phone credit, no number for Tempcare Personnel Ltd. Please make sure your mobile phone credit is topped up and you have Tempcare Personnel Ltd's main contact number saved:

Phone Number: 01274662422
- 3.8.49** We provide 24-hour service 365 days a year. You may use this service if you have an urgent concern, difficulty, or emergency that needs immediate attention. Please call during office hours if the situation is non-urgent.

Fitness to Practice

- 3.8.50** As an Agency Worker with Tempcare Personnel Ltd, you are required to sign a statement at recruitment registration confirming that you are aware that you must notify Tempcare Personnel Ltd about any changes to your professional registration immediately. Equally, you are required to declare before each occasion on which you are deployed in the provision of Services via Tempcare Personnel Ltd that you are fit to practice at that time. Should you not be able to give this declaration truthfully, and then Tempcare Personnel Ltd will be required to provide an alternative Agency Worker.
- 3.8.51** Any Agency Worker failing to maintain appropriate up to date, current professional registration will be withdrawn from active assignments until professional re-registration is effective. Registered Nurses failing to maintain current professional registration will not be allowed to work as a healthcare assistant during this period of non-registration.
- 3.8.52** You should not declare yourself to be fit to practice if you are suffering from any of the following conditions: vomiting, diarrhoea, or a rash. You should inform the client, and Tempcare Personnel Ltd, if you become injured or diagnosed with any medical condition. You must also let us know if you are pregnant. If you are concerned that your assignment involves unnecessary risks to your health or fitness or that of your unborn child, please do not hesitate to contact us.

3.8.53 The Client may request that you undergo a medical examination before any occasion on which you are involved in the provision of the Services. The client shall instruct you of the circumstances and reasons for the medical examination. The client shall be entitled to refuse to allow you to be involved in the provision of the Services unless the medical examination demonstrates that it is safe for you to work. The client shall also be entitled to refuse to allow you to be involved in the provision of the Services if you decline to be examined.

Identification/ID Badge

3.8.54 You may be required to produce proof of identification in the form of your passport or UK photocard driving license, before starting any assignments. In addition, you may be requested to produce a copy of the following and as such should carry them with you for each assignment:

Tempcare Personnel Ltd ID Badge

NMC Pin Card: Registered Nurses and Midwives

Timesheets: carry at least 2 or 3 in case you work on more than one area.

3.8.55 ID badges are a security tool. Your ID badge will be issued to you before you start work for Tempcare Personnel Ltd and should be worn whenever you are on an assignment booked through us. The ID badge displays your photograph, name, job title, and expiry date. Your ID badge will be valid for a year, and you will automatically be issued a new ID badge as your current one expires. Should you not receive an updated ID badge or lose your current badge, you can request a new badge via your consultant.

3.8.56 Failure to comply with any of these requirements could result in you being refused permission to work by the Client. Badges must be returned to us on termination of your employment with Tempcare Personnel Ltd.

3.9 Uniform and dress code

3.9.1 All Agency Workers are required to wear the full Tempcare Personnel Ltd uniform or alternative dress code as specifically advised at the time of booking. This will apply to all hours spent on duty. Please ensure when you accept an assignment that you are aware of the appropriate dress code/uniform required and that you can accommodate this requirement.

3.9.2 The full Tempcare Personnel Ltd uniform consists of:

1. White Tempcare Personnel Ltd tunic.
2. Smart black or navy blue trousers: no jeans or combats.
3. Smart and practical black shoes: flat, waterproof, closed-toe.
4. Tempcare Personnel Ltd ID Badge.

3.9.3 Your clothing should at all times appear professional and acceptable to represent the Tempcare Personnel Ltd and suit the Client. Your ID badge should be worn around the neck and must be visible at all times.

3.9.4 Your uniform should only be put on once you are on the facility premises due to infection control purposes. This is a requirement of most Clients.

3.9.5 Health and safety must be considered at all times. Shoes should not have a heel higher than one inch unless medically required in the circumstances of a disability. Open-toe sandals are considered a hazard as spillage could injure. No jewellery other than plain wedding bands and small stud earrings is acceptable. Watches are not to be worn on the wrist. Nail varnish and/or false nails are not permitted for clinical work due to infection control concerns. Nails should be kept clean, bare, and cut down/neat.

3.9.6 Personal Protective Equipment is supplied where appropriate within most units; please ensure that you wear the necessary PPE to eliminate/lower any risk to your health.

- 3.9.7** Tempcare Personnel Ltd operates an anti-discriminatory policy and would consider it a disciplinary offence for anyone to wear offensive slogans political or otherwise where there is the possibility of offending a Client or colleagues with whom you are working.
- 3.9.8** It is your responsibility to ensure your uniform is kept clean, laundered, ironed, and neat at all times.
- 3.9.9** Please take care of your personal hygiene at all times.
- 3.9.10** You should ensure you have enough uniforms to cover the number of shifts you work. If you are part-time you should have at least 2 uniforms and if you are full-time then please ensure you have at least 4 uniforms
- 3.9.11** If you require further uniforms, please contact your Consultant ASAP.
- 3.9.12** If you arrive at work inappropriately dressed, we reserve the right to require you to go home and get changed and not to pay you in respect of any time lost.

3.10 Acceptance of Assignments

- 3.10.1** You are required to work competently; you must possess the knowledge, skills, and abilities required for lawful, safe, and effective work without direct supervision. You must acknowledge the limits of your professional competence and only undertake roles and accept responsibilities for those activities which you are capable to undertake. In view of this, please ensure that before agreeing to accept an assignment, you are satisfied that you have the skill level and competence to perform the role safely.
- 3.10.2** Please note that even if you feel you are competent to undertake a particular task you must check that the Client's Policy & Procedure enables you as an Agency Worker to complete the required task. The Client may ask Tempcare Personnel Ltd to provide a copy of your CV before accepting you as an Agency Worker. The Client also reserves the right to accept or decline a Tempcare Personnel Ltd Agency Worker for an assignment.

3.11 First Assignment with New Clients

- 3.11.1** Please ensure that you arrive in good time, and meet with the specified contact person as agreed. At the start of each assignment in an establishment, ward, or department with which you are unfamiliar you must request and receive a comprehensive orientation including the following:
1. Fire policies relating to the establishment.
 2. Security issues relating to the establishment.
 3. Moving & Handling policies relating to the establishment.
 4. Be aware of and the establishment's policies for this.
 5. The Crash Call procedure.
 6. Any Health and Safety issues relating to your placement in the establishment.
 7. Additional relevant policies, e.g. relating to Information Security/Confidentiality.
- 3.11.2** It is your responsibility to ensure you are aware of any emergency telephone numbers e.g. cardiac arrest number, for the area in which you have accepted your shift.
- 3.11.3** When you attend a booking with a Client for the first time, we will, on completion of the first shift, contact both yourself and the Client to monitor the success of the placement. This forms part of our quality assurance and monitoring process, ensuring that a professional service is provided at all times.
- 3.11.4** Upon being offered an assignment you will be advised of the grade and type of work you will be expected to perform. We will clarify the extent of responsibility you will be expected to fulfil.

Copies grade and specialty-specific job descriptions as outlined in the National Framework and Local Agreements are available from your Consultant. If possible we will provide you with a job description from the Client. Failing this we will obtain as much information concerning the placement as possible, for you to be able to judge whether the assignment being offered is suitable.

3.12 Engagement/Employment by a Client

- 3.12.1** Our terms of business with our Clients include a requirement that the Clients pay us an appropriate recruitment fee in certain circumstances if they employ directly any Tempcare Personnel Ltd Agency
- 3.12.2** Worker, who has worked for them previously through Tempcare Personnel Ltd. This applies equally to agency or permanent posts, full or part-time. You are required by your Terms of Engagement for Agency Workers to notify your Consultant to take up any post with a Client of Tempcare Personnel Ltd for whom you have worked previously, even if you have terminated your registration with Tempcare Personnel Ltd.

3.13 End of Placement Assessment

- 3.13.1** At the end of every assignment, Tempcare Personnel Ltd provides Evaluations of Service to Clients. Clients are asked to supply feedback on the service they have received from Tempcare Personnel Ltd and also to provide a reference on the Agency Worker. Agency Workers are also asked for feedback on the assignment. Both positive and negative feedback is actively encouraged so Tempcare Personnel Ltd can act upon it to improve its quality of service.

3.14 Client Policies and Procedures

- 3.14.1** You are required to adhere to the policies and procedures issued by the Client. Please ensure that you are advised at induction of where these are kept. You should also be made aware of any significant changes in policy at the commencement of any duties. Tempcare Personnel Ltd also has a range of key policies and procedures, in addition to those outlined in this Handbook. If you have any questions about policies and procedures please discuss these with your Consultant or Tempcare Personnel Ltd Clinical Nurse Manager as appropriate and soon as possible.
- 3.14.2** Should any conflicts or confusions arise during your working assignment concerning the interpretation of policies and procedures we strongly urge you to seek advice from a senior member of staff or contact us at the time the conflict is occurring. Equally, should an occasion arise whereby you believe that you are being compelled to compromise your integrity and are instructed to breach your Code of Professional Conduct, we would instruct you to seek guidance immediately. Always remember that you are personally and professionally accountable for your practice. This means that you are answerable for your actions and omissions, regardless of advice or direction from another professional.
- 3.14.3** If a more general conflict arises, you have a professional duty to make all reasonable attempts to resolve any difficulties. As a professional, you are expected to co-operate with others in the team. In the event of difficulties, please contact us and we will do all we can to help to negotiate a satisfactory resolution.

3.15 Record Keeping

- 3.15.1** Record keeping is a professional requirement of all Agency Workers. Failure to maintain a record would cause considerable difficulties with respect to any legal proceedings, e.g. allegations of negligence. Information is essential to the delivery of high-quality evidence-based health care on a day-to-day basis.

- 3.15.2** Records are a valuable resource because of the information they contain. This information can facilitate clinical decision making, improved patient care through clear communication of the treatment rationale and progress, and facilitate a consistent approach to team working. However, a record is only of use if it is correctly recorded in the first place, regularly updated, and easily accessible when it is needed.
- 3.15.3** Everyone working in healthcare that records, handles, stores, or otherwise come across information, has a personal common law duty of confidence to comply with this. All patient treatment and refusal of treatment and advice must be noted. It is advisable to note when telephone contacts are made. All patient records should be kept confidential in line with the Data Protection Act 1998. Ensure your clinical documentation complies with NMC and HPC guidelines and industry requirements. If you require further information on this, please refer to the NMC or HPC websites or contact our Nursing Department.

3.16 Medicines Management

- 3.16.1** You have been provided with a copy of the NMC Standards for Medicines Management 2008 (2010 cover version). Tempcare Personnel Ltd.'s Medicines Management policy reflects the guidance contained with that publication and you are expected to fully apprise yourself of the contents of both these documents and practise per the guidance contained therein.
- 3.16.2** The Medicines Management policy sets down minimum acceptable standards and behaviours expected of an Agency Worker placed through Tempcare Personnel Ltd in acute and community settings, where they are involved with Medicines Management for the adult client or patient and aims to safeguard the best interests of Clients and patients, clarify the scope and limitations of the responsibility of the Agency worker, support Clients/patients with their medications, clarify the role of the unqualified Agency Worker, encourage safe systems for handling, storing, assisting and administering medicines, minimise risk, identify communication structures for concerns, errors and risks, define "assistance with medicines" and "administration of medicines", ensure that recording and control of medicines is correctly performed to prevent loss, inappropriate access to and misuse of medicines by patients / carers, residents, staff or any member of the general public, and support the Agency Nurse to work to the highest standard when involved in the prescribing and administration of medicines.
- 3.16.3** Practitioners involved with the delivery of care carry responsibility for their actions. Signatures and initials must be capable of identification. Whilst the policy focuses on clarity for Agency Workers regarding their role and scope of practice for medicines management in the Acute & Independent Hospitals and hospices the principles in this medicines management policy are to be understood to cover all settings i.e. the community setting.
- 3.16.4** Please note: A further comprehensive Medicines Management Policy is available focusing primarily on clarity for Agency Workers within the Community Setting. Please ask your Consultant or the Nursing Department for a copy.
- 3.16.5** Medicines management should ensure a patient/client receives maximum clinical benefit from the prescribed medication in a safe way, which minimises any potential harm.
- 3.16.6** Suitably qualified Agency Workers will provide patients/clients with supervision and support to ensure that they appropriately receive their medications: as they are prescribed and in accordance with dispensing instructions; and promptly to ensure an effective clinical outcome.
- 3.16.7** Suitably qualified Agency Workers may administer prescribed medication, including controlled drugs, provided the patient/client has consented and this is recorded as part of their care (Signatures and initials must be capable of identification). Any medicines given must be given as directed by the prescriber.

Intravenous Medications/ Blood bloods/transfusions

- 3.16.8** In the situation that a qualified Agency Worker has received previous training in the area of the administration of Intravenous Medications, it is possible to administer such medications under the scope of professional practice, NMC. However, organisations vary and some do not permit Agency Workers to undertake such tasks until such time that they have assessed the Agency

Worker's skills and deem that they have achieved competency following Organisational Policies and Guidelines. Please ensure you are fully apprised of the organisation's policies and procedures concerning the above.

Definition of a Medicinal Product

3.16.9 A Medicinal product is "Any substance or combination of substances presented for treating or preventing disease in human beings or animals. Any substance or combination of substances which may be to human beings or animals with a view to making a medical diagnosis or to restoring, correcting or modifying physiological functions in human beings or animals is likewise considered a medicinal product." Council Directive 65/65/EEC.

Blood and Blood Products

3.16.10 Blood is not classified as a medicinal product although some blood components are. Products derived from the plasma component of blood such as blood clotting factors, antibodies, and albumin are licensed and classified as considered to be medicinal products. For the administration of medicinal products registrants would be expected to apply the standards for medicines management to all medicinal products but should consider additional guidance by the National Patient Safety Agency: Right Patient, Right Blood, November 2006 (available at www.npsa.NHS.uk). A key requirement of this guidance is that all staff involved in blood transfusion undergo formal competency assessment on a three-yearly basis.

Procedure: Assistance & Administration of Medicines

3.16.11 Adults, who are supported in the community setting in their own homes by a Tempcare Personnel Ltd

3.16.12 Agency workers will normally be responsible for their own medicines both prescribed and non-prescribed.

Definition of Assisting

3.16.13 The definition of assisting is (Care Workers in the Community setting should also refer to training level 1 in the Medicines Management for Agency Nurses within the Community Setting Policy) when a care worker or nurse assists someone with their medicine, the Client or patient must indicate to the care worker or nurse what actions they are to take on each occasion.

Definition of Administration

3.16.14 If the Client or patient is unable to do this or if the care worker or nurse gives any medicines without being requested (by the Client or patient) to do so, this activity is interpreted as administering medicine. (Care Workers in the Community setting should also refer to training level 2 in the Medicines Management for Agency Nurses within the Community Setting Policy).

3.16.15 To administer medicines means "to give a medicine either by the introduction into the body, whether by direct contact e.g. orally or by injection or by external application e.g. a transdermal patch for analgesia or an impregnated wound dressing".

Procedure: Qualified Nurse professional responsibilities

3.16.16 The Nurse's role in medicines management is the safe handling and administration of medicines and the provision of support to the Client/patient receiving them. Part of this responsibility is to ensure that the patient/Client understands the reasons for the medication, the likely outcome, and any potential side-effect.

3.16.17 Agency Nurses placed in organisations must work with local policies, procedures, and directives, and within the limits of their competency and experience. Tempcare Personnel Ltd expects all agency workers, at the commencement of each assignment, to familiarise themselves with the local policies and procedures that they are working in. If these policies are not made available to you, it is your responsibility to inform the Registered Manager of Tempcare Personnel Ltd

3.16.18 Nurses are strongly advised to be fully apprised of the Nursing and Midwifery Council (NMC) "Standards for medicines management", 2008. (Cover version 2010)

3.16.19 This framework provides the minimum standards by which their practice should be carried out and it is against these standards that their conduct will be measured. Tempcare Personnel Ltd expects all qualified nurses working through the agency to follow these standards strictly and to use this to apply their professional expertise and judgement when supporting Clients/patients with their medicines in all care settings.

3.16.20 Key points of these are that the nurse must:

1. know the therapeutic uses of the medicine to be administered, its normal dosage, side effects, precautions, and contra-indications
2. be certain of the identity of the patient to whom the medicine is to be administered
3. be based, whenever possible, on the patient's informed consent and awareness of the purpose of the treatment
4. be aware of the patient's care plan
5. check that the prescription, or label on medicines dispensed by a pharmacist, is clearly written and unambiguous
6. have considered the dosage, method of administration, route, and timing of the administration in the context of the condition of the patient and co-existing therapies
7. check the expiry date of the medicine to be administered
8. check that the patient is not allergic to the medicine before administering it
9. contact the prescriber without delay where contra-indications to the prescribed medicine are discovered, where the patient develops a reaction to the medicine,
10. or where an assessment of the patient indicates that the medicine is no longer suitable
11. make a clear, accurate, and immediate record of all medications administered, intentionally withheld, or refused by the patient, ensuring that any written entries and the signature are clear and legible
12. ensure that a record is made when delegating the task of administering medicine
13. where supervising a student nurse in the administration of medicines, clearly countersign the signature of the student

Procedure - Medicines - Unqualified Agency worker' Role in Medicines Management Platinum

3.16.21 Nursing Ltd Unqualified Agency worker's responsibilities:

1. When working in organisations such as Hospitals, Nursing homes, and Hospices it is unlikely that an unqualified Agency Worker will be involved in medicines management. In a Care-Home or the
2. Community, in client's home an Agency Worker may be required to assist a client with their medications Unqualified Agency Workers must clarify with their Consultant or Tempcare Personnel Ltd Clinical Nurse Manager the extent of their responsibilities for medicines when placed in the community or care setting.
3. In a Care-Home, an unqualified Agency Worker may be asked to be a second witness to medication administration when no second qualified nurse is available. If an Agency Worker considers that they are not competent to do this they must inform the person in charge of the shift. Any unqualified Agency Worker required to be a second witness must have received appropriate training in the management and Safe Handling of Medicines. All care workers involved with medicine management must be able to evidence accredited training.

3.16.22 Please note: A further comprehensive Medicines Management Policy is available focusing primarily on clarity for Agency Worker within the Community Setting.

Procedure - Medicines - Acute & Independent Hospitals and Hospices

3.16.23 All medicines administered in a hospice or acute hospital must be considered prescription only. In this setting, whether administered by a nurse/pharmacist or self-administered by the patient himself, medicines administration can only occur when a written prescription exists, or a Patient Group Direction (PGD) is available.

3.16.24 Agency Workers must establish when they have responsibility for administering medicines. They can do this as a single-administration or if a second check by another qualified practitioner is required.

Self-administration in Acute & Independent Hospitals & Hospices

3.16.25 In some circumstances, patients retain responsibility for the whole or part of the process for their medicines management. Agency Workers should establish local policies, procedures, and means of recording this when they are responsible for these patients.

3.16.26 Self-administration of medicines by a patient does not discharge a nurse's responsibility for supervision, assessment, and documentation of medicines taken.

Procedure - Medicines - Advice Giving

3.16.27 The Agency Worker must not offer advice on specialist treatments e.g. a subcutaneous syringe driver, used for palliative care or a cancer drug unless they have the specialist knowledge to do so.

3.16.28 In the community setting Tempcare Personnel Ltd Agency Worker will not influence:

1. How the Client chooses to obtain his medicines
2. How and where the Client chooses to keep medicines in the home (unless this affects the efficacy of the drug)
3. How medicines, which are no longer needed, are disposed of

Procedure - Medicines – Consent

3.16.29 A Client's consent for medicines to be administered must be checked, documented, and dated in the Care Plan. This documented consent should be revised should the Client's physical or cognitive abilities alter.

3.16.30 Checking a Client's consent should confirm his/her understanding:

1. of the intended effect of the medicine
2. of potential side-effects
3. that he/she has the right to refuse the medicine

3.16.31 Consent is dynamic and therefore must be established at every medication administration event. Agency

3.16.32 Workers must obtain Clients' consent before administering or assisting with their medicines.

Procedure - Medicines - Refusal of Medication

3.16.33 When a client refuses to take their medication or to receive it from the Agency worker, the refusal and the reason for this must be recorded. The patient's right to decide whether to receive medications must be respected. Appropriate encouragement to take or receive the medication is acceptable, however forcing a Client to take the medicine through physical or verbal coercion is not acceptable and is abusive.

3.16.34 Agency Workers must be aware that sometimes, even the act of standing over a Client may be seen as intimidating

Procedure for Medicines - Unqualified Agency Worker

- 3.16.35** Assisting, Prompting, Administering Healthcare assistants/care assistants/auxiliaries and support workers may not administer medicines and healthcare products unless they have had appropriate and recognised training to enable them to administer medicines.
- 3.16.36** An unqualified Agency Worker's competence to administer medicines must be supported with verified documentary evidence, which is clear about the scope of their training and its outcome, e.g. qualifies the individual to administer specific medicines to named patients.
- 3.16.37** Competence to administer medicines in a specified setting does not give an unqualified Agency Worker the authority to do so in others.
- 3.16.38** An unqualified Agency Worker must not administer any medication through interventional techniques unless specially trained by a qualified healthcare professional. The professional may delegate the task to the unqualified Agency Worker but remains responsible for his/her competence to undertake this.

Procedure - Management of Medication Errors

- 3.16.39** At any point in the medication process, a mistake can occur.
- 3.16.40** Reporting an Error: The Agency Worker must inform the supervisor or unit manager if on placement in an establishment and follow the local policy and guidelines for reporting and documenting a medication error. Depending on the situation and its severity, the prescriber must be informed immediately or the "out of hour's doctors" contacted if in the community. If an error occurs in the Client's home they must be informed or if they are unable to understand, their main carer/guardian must be contacted. The Client's GP must also be informed. The Client must be monitored for any adverse reactions and the situation documented clearly and at the time of the event.
- 3.16.41** Qualified and unqualified Agency Workers must report any medicine errors to their local branch office.
- 3.16.42** If the Agency Worker made the error, he/she must provide all details to the Local Branch Office and document clearly on an incident report. If the Agency Worker has been personally involved in a medication error, an investigation will be carried out by the Local Branch Office. The Agency Worker will be kept informed of the progress of the investigation and support will be given to achieve a satisfactory conclusion for both the Client and the Agency Worker. Depending on the circumstances and severity of the error, further action may be taken.
- 3.16.43** The Agency Worker is expected to cooperate with any investigation and may request an independent assessment of the investigation if they do not accept the outcome.

Procedure - Disposal of Medicines

- 3.16.44** Agency Workers must follow establishments' written policies for the safe disposal of unwanted medicines. Records must be made and kept.
- 3.16.45** Clients in their own homes are responsible for the disposal of their medicines. However, in some situations, the Agency Worker will be required to do this on their behalf. The best practice is to return unwanted medicines to the dispensing pharmacist. Controlled drugs must be treated in this way and returned to the Pharmacist or GP. A record and a signed receipt that this has happened are essential to protect the Agency Worker from any misunderstanding.

Procedure - Medicines - Patient Group Directions (PGD)

- 3.16.46** A PGD refers to written instructions for the supply or administration of medicines to a group of patients who may not be individually identified before presenting for treatment. A PGD will cover approved practitioners in the supply and administration of medicines under this directive and authorised by the individual hospital Trust. The PGD does not allow practitioners to prescribe.
- 3.16.47** An Agency Worker may not be covered to administer medications under a PGD, as each person who administers the medications must be named on the PGD. Written evidence of formal assessment of competence in the management of these medications usually accompanies the PGD.

3.16.48 If an Agency Worker is required to administer medicines under a PGD, advice and/or consent must be sought from the Unit Manager/shift supervisor at the organisation. The Agency Worker must understand the scope or limitation of their responsibility when administering medicines under a PGD. The Agency Worker must use their personal and professional judgement as to whether they will accept the responsibility this extended role will place upon them. An Agency Worker should not accept this role on delegation from a practitioner authorised to use PGD's.

Procedure - Medicines - Nurse Prescribing

3.16.49 Nurse prescribing is a recordable qualification following specialist training.

3.16.50 If a qualified Agency Worker is on placement where he/she is required to use this extended role as part of the placement they must contact the Hospital Trust, PCT, or organisation's Nurse Prescribing Lead to make necessary arrangements. The Agency Worker is strongly advised to familiarise themselves with the local policy and procedures for nurse prescribers. An Agency Worker must not undertake any "nurse prescribing" activities unless their placement has specifically requested this.

Procedure - Medicines Management - Trouble Shooting

3.16.51 The Agency Worker should not make decisions on medicine management unless competent to do so.

3.16.52 Agency Workers should access up-to-date information about the use of medicines when they do not know or are unsure of the use and benefit of specific medications. The British National Formulary (BNF) should be available in hospitals, hospices, and Nursing homes. Any medication concerns should be referred to the patient/client's key clinician or visiting specialist team e.g. Hospice or the community pharmacist who dispensed the medicine for the Client can be contacted for advice.

3.16.53 If a qualified Agency Worker has concerns about their or others' competence in medication administration, it is essential to contact the local branch office. Qualified nurses are advised to act promptly if they identify poor practice or errors in medication administration.

Procedure - Witnessing in Medication Management

3.16.54 It is important to understand that witnessing the administration of a drug carries the same responsibility as doing it and careful checking is required.

3.16.55 Witnessing is not to be treated as a rubber-stamping exercise. Where two people sign that they have witnessed the administration of a drug, both are equally responsible only if both are registered nurses - unqualified Agency Workers cannot be held responsible for the administration of a drug.

Procedure - Medicines - Registered Nurse in Sole Charge of an Establishment

3.16.56 Where Agency Registered Nurse is in sole charge of an establishment, e.g. a Nursing Home, and is required to administer controlled drugs, he/she should refer to the policy of the Nursing Home.

3.16.57 It is best practice that, where this occurs, the controlled drugs and Medication logs are checked at handover so there can be no dispute later as to what has been done. When the time comes to administer the controlled drug, a second Agency Worker should be present to act as a witness.

3.17 Complaints Reporting, Handling and Management

3.17.1 There may be also cases when the Client requests that a particular worker no longer be placed within an assignment. In such cases, the Client has the right to exercise this request under the terms of their contract. An Agency Worker may also take this course of action, in that they may wish to terminate an assignment.

- 3.17.2** You are advised to read both your Terms of Engagement for Tempcare Personnel Ltd Agency Workers and this Handbook in full, to ensure you fully understand what we ask of you.
- 3.17.3** From time to time it may be the case that you receive a complaint from a client, patient, or another person. If you are on assignment, please report ANY complaints to a senior person in the department where you are working and document all the details of the complaint. You must also report the complaint to Tempcare Personnel Ltd. If you are the subject of a complaint you will be asked to record details as part of an investigation and in some circumstances, it may be necessary to suspend you from assignments whilst the investigation is in process. Any complaints of misconduct against you will be reported to the NMC or other relevant Registration Body. Tempcare Personnel Ltd complaints procedures are in accordance with appropriate current regulatory, NHS and NHSLA Risk Standards, and requirements. This will enable the Client to make complaints quickly and Tempcare Personnel Ltd shall be required to investigate and resolve a complaint within the prescribed timeframes. The Client will, with due regard to the Data Protection Act 1998, provide Tempcare Personnel Ltd with the necessary information for Tempcare Personnel Ltd to thoroughly investigate the complaint.

The complaints procedure is as follows:

- 3.17.4** Within five (5) working days of receipt of a complaint from the Client or Agency Worker, Tempcare Personnel Ltd will acknowledge receipt of the complaint. The complaint should be made in writing on Tempcare Personnel Ltd's complaints form but will be accepted in other written forms.
- 3.17.5** All reasonable endeavours will be made by Tempcare Personnel Ltd to ensure that all complaints are resolved within fifteen (15) days of the complaint being notified to Tempcare Personnel Ltd.
- 3.17.6** Tempcare Personnel Ltd shall ensure that in the event of the complaint being against an Agency Worker that the Agency Worker is fully informed of complaints relating to him/her. The Agency Worker shall be entitled to receive a copy of the complaint.
- 3.17.7** The Agency Worker will be afforded the opportunity to state his/her version of events and will be given seven (7) days to respond to Tempcare Personnel Ltd in writing.
- 3.17.8** All responses will be shared with the complainant and if appropriate, Tempcare Personnel Ltd will take demonstrable action to ensure there is no recurrence of the act or omission complained of.
- 3.17.9** The Client may at any time request Tempcare Personnel Ltd to provide the Client with an update as to the progress of the resolution of the complaint.
- 3.17.10** The Client will receive a written response from Tempcare Personnel Ltd, detailing how the complaint has been resolved.
- 3.17.11** Where there is evidence of malpractice or a complaint is an event that requires notification, Tempcare Personnel Ltd will immediately notify the Care Commission, The Police, Protection of Vulnerable Adults or Children and where applicable alert the temporary Workers professional body.
- 3.17.12** Tempcare Personnel Ltd where necessary will immediately exclude the Agency Worker from its register whilst an investigation is in progress.
- 3.17.13** Tempcare Personnel Ltd undertakes to work with all parties applicable to an investigation and where necessary share findings of such investigations.
- 3.17.14** A full written record of the nature of each complaint and details of the action taken as a result of the complaint is kept on a database for easy access;
- 3.17.15** Tempcare Personnel Ltd has a quality assurance system in place to analyse and identify any patterns in complaints and trend analysis is conducted continuously.
- 3.17.16** The complainant at any time has the right to refer this matter for review to the Care Quality Commission, The Scottish Care Commission, or The Regulation and Quality Improvement Authority – Northern Ireland.

3.18 Training and Development

Appraisals

3.18.1 In line with best practice, you are required to be annually appraised. The requirements are as follows:

- ☞ The appraisal must be carried out by an individual who has been trained to carry out appraisals
- ☞ The Appraiser may be required to supply documentary evidence to demonstrate that they have been appropriately trained in the conduct of appraisals and have been regularly re-trained as appropriate.

3.18.2 In addition to the above Tempcare Personnel Ltd may request feedback from our Clients. This feedback will cover the following areas:

- General levels of service including punctuality, attitude, and ability to carry out practical tasks.
- Clinical performance.
- Training needs.
- Any other issues, including progress since the last appraisal.

3.18.3 You should ensure that you maintain a written portfolio of your professional experience and attendance at professional development courses, which should also include a written and agreed 'Personal Development Plan' as agreed at your appraisal.

Statutory and Mandatory Training

3.18.4 For all Agency Workers that work with Tempcare Personnel Ltd the mandatory training and other training like MAPA/PMVA/MVA & MAYBO must be evidenced on recruitment. Thereafter refresher training will be provided annually.

3.18.5 Tempcare has got trainers accredited to CPI (MAPA) GSA (PMVA) MAYBO and many more.

3.19 Gifts and Gratuities

3.19.1 Nursing and care services are provided in return for agreed fees. Under no circumstances should you seek any other money, gifts, favours, or rewards for services rendered, either for yourself or for any third party. It is not uncommon for a Client, their friend or relative, to offer a voluntary gift as a mark of appreciation for the care they have received. Tempcare Personnel Ltd believes that giving and receiving such gifts is not generally appropriate to the provision of professional care.

3.19.2 Wherever possible, any offer of a gift should be politely refused; with an explanation that acceptance would be against Tempcare Personnel Ltd policy. Furthermore, for people holding a PIN, it should be noted that accepting gifts is a violation of the NMC Code of Conduct.

3.20 Removal from Tempcare Personnel Ltd Register

3.20.1 Agency Workers may be removed from the Register in the following circumstances:

1. Where an Agency Worker's conduct or standard of work has seriously fallen below the level required by Tempcare Personnel Ltd Code or Code of Professional Conduct.
2. If it is believed that an Agency Worker has acted in an unprofessional manner, Tempcare Personnel Ltd reserves the right to remove you from your assignment and not re-assign until the matter has been investigated and resolved.

3. If an Agency Worker has a reason to be put onto the "Tempcare Personnel Ltd Alert List".
4. If Tempcare Personnel Ltd has been alerted by the NMC, GMC, or other regulatory bodies with regard to practicing Agency Workers.

3.20.2 Examples of such conduct are as follows. This list is not exhaustive:

1. Failure to attend a Client having accepted an assignment or repeated lateness.
2. Failure to provide care in a fashion consistent with the Agency worker's professional Code of Conduct or in a caring and appropriate manner, e.g. sleeping on duty, non-adherence to clinical instruction.
3. Failure to carry out reasonable instructions of the Client or Tempcare Personnel Ltd.
4. Breach of trust involving Tempcare Personnel Ltd or the Client.
5. Disclosure of confidential information to a third party relating to either a Client or Platinum Nursing Ltd.
6. Misconduct and/or gross misconduct - any behaviour which potentially puts any Client, individual, or vulnerable person at risk or puts Tempcare Personnel Ltd at risk including the following (non-exclusive and non-exhaustive) list: -
 - a. Being under the influence of alcohol or any substance that will adversely affect your performance
 - b. Possession, custody, or control of illegal drugs while on duty, or the supply of illegal drugs to Clients, their families, or representatives
 - c. Theft or stealing from clients, colleagues, or members of the public
 - d. Other offenses of dishonesty
 - e. Abusive or violent behaviour including physical, sexual, psychological, emotional, financial abuse of a Client, a member of their family, or their representative or deliberate act or omission which leads to harm or potential for harm to someone from this group
 - f. Fighting with or physical assault on other workers, Clients, or members of the public
 - g. Harassment, bullying, and/or discrimination
 - h. Sexual misconduct at work
 - i. Gross insubordination, aggressive/insulting behaviour, or abusive/excessive bad language
 - j. Falsification of a qualification which is a stated requirement of the Worker's employment/registration or which results in financial gain to the Worker
 - k. Falsification of records, reports, accounts, expense claims, or self-certification forms whether or not for personal gain
 - l. Failure to observe Tempcare Personnel Ltd procedures or serious breach of Tempcare Personnel Ltd's rules Unsatisfactory work
 - m. Damage, deliberate or otherwise, to or misuse of a Client's or Tempcare Personnel Ltd's property
 - n. Gross negligence which covers acts of neglect, misuse or misconduct and/or not following requirements of the care plan or care instruction (deliberate or otherwise) which exposes Clients, Client/patients, their representatives, colleagues, or branch staff to unacceptable levels of risk and/or danger
 - o. Conviction of a criminal offence, caution by a police constable or being bound over by a court where this is relevant to the worker's employment/registration or failing to disclose a criminal offence, caution or bind over (including those which

would be considered 'spent' under the Rehabilitation of Offenders Act 1976) which occurred before engagement with Tempcare Personnel Ltd

- p. Inappropriate relationship with Client or customer
- q. Other acts of misconduct may come within the general definition of gross misconduct.

3.20.3 In the event that you are unsatisfied with the manner in which a complaint has been handled, please contact the Director within Tempcare Personnel Ltd: Aaron Munaiwa, Director Tempcare Personnel Ltd Bradford Chamber Business Park, New Lane, BD4 8BX, Laisterdyke, Bradford.

SECTION 4. GENERAL POLICIES

4.1 ATTENDANCE AND TIMEKEEPING

- 4.1.1 Tempcare Personnel Ltd expects excellent attendance and timekeeping. It is therefore your responsibility to make sure that you are at work and ready to start work at your scheduled start time.
- 4.1.2 If you arrive at work late you must immediately report to your manager. If you know you will be late for work, for whatever reason, you should phone your line manager, to ensure this is reported, and advise on your expected arrival time.
- 4.1.3 If you are late, you may be required to make this time up at another time of the working week and your manager will discuss this with you.
- 4.1.4 Persistent lateness or repeated unauthorised absence will be dealt with in line with Tempcare Personnel Ltd's Disciplinary Policy detailed separately within this handbook.
- 4.1.5 If you need to leave work before your scheduled finish time due to extenuating circumstances you should discuss this with your manager prior to leaving. Failure to do so could risk being dealt with as a disciplinary matter and capable in certain circumstances of being considered to be gross misconduct.
- 4.1.6 If you are sick or injured and cannot attend work then you must comply with Tempcare Personnel Ltd's sickness reporting rules detailed separately within this handbook. Repeated sickness absence will be dealt with in line with Tempcare Personnel Ltd's sickness absence procedures, detailed separately within this handbook.

4.2 ADVERSE WEATHER AND TRAVEL DISRUPTION POLICY

- 4.2.1 In some rare instances, Tempcare Personnel Ltd acknowledges that there may be difficulties for staff to get to work, such as extreme adverse weather such as heavy snow; industrial action affecting transport networks; or major incidents affecting travel or public safety.
- 4.2.2 On these occasions we recognise that a flexible approach to working arrangements may be necessary.

Travelling to work

- 4.2.3 When dealing with a situation as outlined above, you should make a genuine effort to report for work at your normal time. This may include leaving extra time for the journey and/or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.
- 4.2.4 If due to the disruption you are going to be late, or you will be unable to attend work, you should telephone your manager before your normal start time.
- 4.2.5 If you are unable to attend work, you should check the situation throughout the day in case it improves. If conditions improve sufficiently, you should report this to your manager and attend work unless told otherwise.
- 4.2.6 If you do not make reasonable efforts to attend work or fail to contact your manager without good reason, this may be considered as unauthorised absence and you may be subject to disciplinary proceedings. We will consider all the circumstances including the distance you have to travel, local conditions in your area, the status of roads and/or public transport, and the efforts made by other workers in similar circumstances.

Alternative working arrangements

- 4.2.7 You may be required to work from home, where possible, or from an alternative place of work, if available. Your manager will advise you of any such requirement. You will receive your normal pay in these circumstances.
- 4.2.8 If you are able to work, you may sometimes be expected to carry out additional or varied duties during such periods. However, you will not be required to do anything you cannot do competently or safely.

Late starts and early finishes

- 4.2.9 If you arrive at work late or ask to leave early you may be expected to make up any lost time. Your manager has the discretion to waive this requirement in minor cases or (in the case of lateness) where they are satisfied you have made a genuine attempt to arrive on time.
- 4.2.10 Being allowed to leave early before the end of your shift will be at the complete discretion of your manager.
- 4.2.11 Where half the normal working day or more is lost this will be treated as absence and dealt with as set out below.

Absence and pay

- 4.2.12 If you are absent from work due to extreme weather or other disruptions to travel, you are not entitled to be paid under your contract.
- 4.2.13 If, in exceptional circumstances, we decide to close the workplace, you will be paid as if you had worked your normal hours.

4.3 SMOKING

- 4.3.1 Tempcare Personnel Ltd operates a smoke-free workplace (which includes the use of e-cigarettes or similar), meaning smoking is strictly prohibited throughout Tempcare Personnel Ltd or its clients premises which includes any Company or client vehicle.
- 4.3.2 If you smoke, you must only smoke outside and during break times. When smoking outside, you should refrain from congregating around any of the entrances or exits to Tempcare Personnel Ltd or clients premises, and you must dispose of cigarette butts in a bin rather than dropping such on the floor.

4.4 ALCOHOL AND DRUGS

- 4.4.1 Tempcare Personnel Ltd generally takes a zero-tolerance approach to the misuse of drugs or alcohol whilst working for or representing Tempcare Personnel Ltd.
- 4.4.2 We do not condone the use of illegal drugs or substances in any circumstances, and this is especially important where your role is of a safety critical nature.
- 4.4.3 It is very important, and we expect all those working for us to be able to carry out their duties safely and free from the influence of drugs or alcohol.
- 4.4.4 It is **critically important** that you do not drive or operate machinery if your performance or judgment might be impaired through the use or misuse of drugs or alcohol. This includes any drugs prescribed for you.
- 4.4.5 If you know or suspect that a colleague is or has been misusing drugs or alcohol, you should raise this in confidence with an appropriate member of management. It's important that we find out about any issues so that we can help as best we can. We will also want to make sure we're meeting our health and safety responsibilities and protecting our business.

Alcohol

- 4.4.6 You must not present for work under the influence of alcohol under any circumstances, nor should your appearance suggest you are under the influence of alcohol.

- 4.4.7** You should remember that alcohol remains in your system for some time, and therefore if you are drinking alcohol the night before a scheduled shift in work, you must ensure you are able to present for work on time, in a proper manner and fully capable of being able to undertake your full role. Failure to do so would likely result in disciplinary action.
- 4.4.8** You should not bring alcohol into work unless there is a specific reason to do so which is authorised by a manager.
- 4.4.9** Work-related events that involve alcohol are an exception to this policy and you should read our Work-Related Events Policy detailed separately in this section of the handbook.

Illegal drugs/substances

- 4.4.10** You must not present for work under the influence of any illegal drugs or other substances under any circumstances, nor should your appearance suggest the use of illegal drugs, for example smelling of cannabis.
- 4.4.11** You must not bring illegal substances onto Tempcare Personnel Ltd's premises at any time, nor should you be in possession of illegal drugs at any time whilst working for or representing us.
- 4.4.12** We appreciate that there may be instances due to genuine medical conditions which requires you to take either prescribed or non-prescribed drugs such as pain relief or antibiotics. Whilst this is of course understandable, we ask you to notify your manager in such circumstances so that we can take medical advice if necessary and consider any reasonable adjustments that we might need to make to support you.
- 4.4.13** If your role involves driving or operating machinery or similar, then it will be essential to notify management of any medication you may be taking. Failure to do so could result in disciplinary action being taken.

Drug and Alcohol testing

- 4.4.14** If we suspect that you are under the influence of drugs or alcohol, and/or if your role is critical to health and safety, we may ask you to consent to a drugs or alcohol test, which may be undertaken internally or by an external provider.
- 4.4.15** Tempcare Personnel Ltd also reserves the right to undertake random drug testing of all staff to ensure the workforce is compliant with the aims of this policy.
- 4.4.16** If you refuse to engage with a requirement to be tested under this policy, your refusal could lead to disciplinary action, and potentially dismissal, under our Disciplinary Policy.

Breach of this policy

- 4.4.17** If your performance is impaired, or your behaviour or attendance is negatively affected because of drugs or alcohol, or our reputation is damaged as a result of your conduct, then it is likely such will be addressed through our Disciplinary Policy. Subject to the circumstances, in serious cases this could lead to you being dismissed on the grounds of gross misconduct.

4.5 WORK RELATED EVENTS

- 4.5.1** There may be occasions where Tempcare Personnel Ltd holds work events for staff. Even though such events will usually occur outside normal working hours staff should be aware that this is a work event and so an extension of the workplace, and therefore you should act in accordance with this policy and Tempcare Personnel Ltd's other policies and procedures.
- 4.5.2** All workers are expected to act in an appropriate manner and ensure their behaviour is befitting of a workplace when attending a work event.
- 4.5.3** Specifically, workers attending work-related social events must adhere to the following:
- Workers should consume alcohol only in moderation at work-related social events and alcohol should not be consumed if you are driving;

- It is strictly forbidden for any worker to use illegal drugs at any work-related social events;
- Workers should not say or do anything at a work-related social event that could offend, intimidate, embarrass, or upset another person. Improper conduct or other unacceptable behaviour will not be tolerated and is a serious disciplinary matter; and
- Workers must not behave in any way at a work-related social event that could reflect badly on Tempcare Personnel Ltd.

4.5.4 Any breach of the above rules will render the worker liable to disciplinary action under Tempcare Personnel Ltd's disciplinary procedure, up to, and including, dismissal.

If you are expected in work the next day, you will be required to attend in a fit manner and capable of undertaking your role. Reporting for work under the influence or any unauthorised absence will be treated as a disciplinary matter.

4.6 PROPERTY

Company Property

- 4.6.1** Company property must only be used for the purposes for which it is intended and must not be removed from the premises without prior approval from management.
- 4.6.2** You must return all Company equipment and property without delay on termination of your employment.
- 4.6.3** You are required to report any damage to Company property to your manager without delay.
- 4.6.4** If Tempcare Personnel Ltd suffers a financial loss or damage to stock, fixtures or fittings, or property including vehicles as a result of your carelessness, negligence, or failure to comply with our policies and procedures, disciplinary action may be taken.
- 4.6.5** In addition, you may be required to pay the full or part cost of making good any losses including vehicle insurance excess charges consequentially applied and any hire equipment or other costs which Tempcare Personnel Ltd has had to reimburse to a third party. Tempcare Personnel Ltd will advise you in writing, in advance of any amount that we intend to recover.

Keys

- 4.6.6** You may be given a set of door keys for the building, and these must be kept safe at all times. The keys must not be left unattended at any time and when asked to lock up you must ensure that all doors and windows are securely locked, and any other final checks followed to ensure the safety of the building and our equipment. You must return all such keys on your termination of employment or on request of a member of management.

Personal Property

- 4.6.7** Tempcare Personnel Ltd does not accept any liability for the loss of, or damage to, personal property brought onto the premises.
- 4.6.8** You must not bring valuable personal items to work or leave valuables unattended or overnight.
- 4.6.9** Private vehicles parked on or around Tempcare Personnel Ltd premises are at the owner's risk. Tempcare Personnel Ltd accepts no liability for any loss or damage caused to such vehicles.

Lost Property

- 4.6.10** All items of lost property must be handed into a member of management so that attempts can be made to establish ownership.

SECTION 5. IT SYSTEMS, TELEPHONES AND MONITORING

5.1 PROHIBITED CONDUCT

5.1.1 The 'Prohibited Conduct/Actions' stated in this policy applies to all policies contained in this section of the Worker Handbook.

5.1.2 Tempcare Personnel Ltd strictly prohibits the use of our computers, computer equipment, office equipment, email, telephone or internet systems to access, view, create, post, download, store, send, print, copy or distribute:

- Illegal material;
- Pornographic material of any kind or material of a sexual nature;
- Obscene material;
- Discriminatory, defamatory, harassing, derogatory or insulting material;
- Offensive material (that is material likely to cause offence, upset or embarrassment if it is received, seen or discovered to have been accessed); or
- Confidential or sensitive Company material unless authorised to do so.

5.1.3 The following actions are also prohibited:

- Generating or otherwise participating in the distribution of a virus;
- Copying software;
- Using Company programs and software for any unauthorised use;
- Using Company software or design programs for unauthorised use;
- Uploading, downloading, opening or distributing unauthorised software;
- Infringing the trademark and/or licencing rights of this Company or any other person/business;
- Transferring confidential or sensitive Company data/information to a personal email account or device; and
- Infringing the copyright of any individual or business.

5.1.4 Any worker found to be in breach of any of these rules will be subject to disciplinary action, which in serious cases could constitute gross misconduct justifying immediate dismissal.

5.2 SECURITY OF OUR SYSTEMS

5.2.1 The security of our systems and data is of great importance to Tempcare Personnel Ltd. If it is compromised it could expose the business to risk and harm. To prevent this from occurring, you are required to comply with the security measures detailed below:

- You must not make any modifications to computer equipment or computer software (including downloading or removing software) without first obtaining permission from management;
- No external devices or equipment should be attached to our computers or computer equipment without the prior approval of management – if you are permitted to use a memory stick this should be password protected;
- Whilst Tempcare Personnel Ltd has anti-virus software and spam filters in place, it is still expected that workers will take reasonable care to ensure that our systems do not become infected. If you are suspicious that an email or an attachment may have a virus,

you should not open it. You should report it to the management immediately so that appropriate preventative action can be taken; and

- You are required to secure your computer terminal if you are leaving it unattended. You must either log off or lock your system.
- If you are using a laptop, computer or any other mobile computing device it is your responsibility to ensure that it is kept secure at all times. Particular care must be taken whilst away from the workplace. All mobile computing devices must be password protected. When it is not actively in use, you must switch off or lock your device to prevent unauthorised access being gained to our systems or data. In the event of loss or theft of a device, you must report this immediately to management.

5.2.2 In the event of loss or theft of Company equipment containing Company data, you must immediately report this to the management and provide a description of the information on the device.

5.2.3 Passwords are confidential and must not be given to another person without prior permission from management. If you are preparing to leave your position with this Company for any reason (for example because you have resigned), you must make any passwords used in the course of your employment known to a manager.

5.2.4 The rules in this policy are very important and as such we expect them to be complied with at all times. A serious violation of this policy may result in summary dismissal for gross misconduct.

5.3 COMPUTER/EMAIL USE

5.3.1 If you are provided with and use a computer as part of your role, you should ensure you always use this appropriately and for the purpose for which it was intended.

5.3.2 Using Company or client computers for personal use should be kept to a minimum and should only be used within designated break times.

5.3.3 In any email sent in the course of employment you must ensure that you are professional.

5.3.4 In line with Tempcare Personnel Ltd's rules regarding prohibited conduct, using email for the receipt and distribution of jokes and banter is not permitted if this is deemed offensive in any way. You should be aware that what may seem like a joke to you may be offensive to someone else.

5.3.5 Emails can be disclosed in legal proceedings. Workers must bear this in mind when drafting, responding to, or forwarding emails. Even if emails are deleted, it is likely that they are recoverable and as such capable of being disclosed.

Confidential information

5.3.6 You are responsible for ensuring that you do not use email to distribute confidential or sensitive Company information to an unauthorised third party.

5.3.7 You are strictly prohibited from transferring confidential or sensitive information to your personal email account.

5.3.8 If you are sending a group email to clients/potential clients (for example for marketing purposes) you must ensure you protect the confidentiality of our client list and the privacy of clients/potential clients.

5.4 INTERNET USE

5.4.1 The internet must be used in a reasonable and professional manner at all times.

5.4.2 You must not engage in any Prohibited Conduct, or act in a manner which breaches any Company policy or term of this handbook. It should be remembered that 'cookies' and similar tracking devices may be left on website visits and these can be traceable to Tempcare

Personnel Ltd. As such you must not visit any websites or carry out any activity on the internet which would be inappropriate in a business environment.

5.4.3 If, as part of your role you are permitted to make 'postings' (or carry out similar actions) on the internet on behalf of Tempcare Personnel Ltd, you will receive additional training and guidance regarding what is and what is not considered acceptable.

5.4.4 Workers are not to watch or record live television at our premises using our equipment unless otherwise authorised.

5.5 PHONE USE

5.5.1 Telephone calls of a personal nature should normally not be accepted during working hours unless in the case of an emergency.

5.5.2 Workers' personal mobile telephones must be on silent during working hours. Workers should normally restrict personal mobile telephone calls and text messages to their rest breaks.

5.5.3 On an occasional basis you agree to be contacted outside working hours by Tempcare Personnel Ltd and/or clients and customers to assist with operational matters.

5.5.4 You may be provided with a mobile telephone in order to assist with the proper performance of your duties. The mobile telephone remains the property of Tempcare Personnel Ltd who reserve the right to withdraw its use and it must be returned to Tempcare Personnel Ltd on the termination of your employment. The mobile telephone is your responsibility and if it is lost you will be responsible for the replacement cost.

5.5.5 You are permitted to make and receive personal telephone calls on any mobile telephone issued to you, but this must be kept to a minimum. If Tempcare Personnel Ltd considers that there has been improper use, you may be required to meet the cost of any calls that are not business related and such costs may be deducted from your remuneration.

5.6 SOCIAL MEDIA POLICY

5.6.1 We recognise most people have some form of online presence through various social media platforms. The purpose of this policy is to ensure all workers are aware that what they post on social media can impact Tempcare Personnel Ltd and subsequently their employment.

5.6.2 You should avoid making any comments on any form of social media that could damage our reputation or business interests, even indirectly. Whilst in our employment, when using social media, you must not post comments or content which:

- are defamatory or disparaging in nature in relation to both staff and any third party;
- are directly or indirectly harassing, bullying or unlawfully discriminatory in nature in relation to both staff and any third party;
- make false or misleading statements; or to impersonate colleagues or third parties;
- suggest it is an opinion of Tempcare Personnel Ltd, (unless expressly authorised to do so);
- reveal photos of any staff member (without their prior permission);
- reveal sensitive business-related topics, such as Company performance; or
- do anything to jeopardise our trade secrets, confidential information or intellectual property.

5.6.3 Workers are not permitted to add any clients, suppliers or any other general business contacts of Tempcare Personnel Ltd to any of their personal networking or social media platforms, which includes LinkedIn.

5.6.4 It is strictly prohibited for any worker to state on their social media that they work for Tempcare Personnel Ltd or post any content that refers to Tempcare Personnel Ltd or includes Tempcare Personnel Ltd's logo or other trademarks.

5.6.5 Tempcare Personnel Ltd reserves the right to review social media profiles when investigating wrongful acts or complying with any legal obligation.

5.7 MONITORING POLICY

5.7.1 Use of our computers and IT systems (including internet and email) are monitored which includes personal use.

5.7.2 Monitoring is carried out lawfully and to the extent that it is necessary for business purposes. Monitoring is carried out via random spot checks and continually using automated software. Monitoring of emails is usually confined to address or heading, unless it is necessary for good reason to access the content. Management and Directors have authority to carry out monitoring.

5.7.3 Tempcare Personnel Ltd reserves the right to carry out monitoring for the following (non-exhaustive) purposes:

- To prevent or detect crime;
- To comply with any legal obligations;
- To monitor compliance with this policy;
- To ensure compliance with Company procedures;
- To monitor the quality of work;
- To investigate alleged or suspected wrongful acts;
- To secure effective system operation.

5.7.4 Information obtained by monitoring may be used as part of disciplinary, capability or other Company procedures set out in this handbook.

SECTION 6. ABSENCE FROM WORK

6.1 SICKNESS ABSENCE REPORTING AND SICK PAY

6.1.1 You should make every effort to attend work, however we understand there are occasions where you may be sick and so unable to attend work.

6.1.2 You must follow the absence reporting procedure, and failure to do so will mean your absence is deemed unauthorised and dealt with as a disciplinary issue. Please therefore take careful note of the below:

- If you are sick and so cannot attend work, you must **phone** Tempcare Personnel Ltd ideally one hour before your start time. If it is not possible to call before your start time you should call as soon as is possible, explaining why you couldn't phone sooner.
- If you are going to be absent for more than one day, you must continue to phone each day to advise of your absence, unless you are covered by a fit note from your doctor.
- If your line manager is unavailable, you should speak to another member of management.
- **Do not send a text message or email as this is not an acceptable form of absence notification and can lead to disciplinary action for failure to follow the absence reporting procedure.**
- You should leave contact details so that we can get in touch with you.

6.1.3 If your absence lasts for 7 or more consecutive calendar days, then you must:

- Get a Fit Note from your GP confirming your inability to attend work. This form must be sent to your manager immediately and in any event to arrive no later than the 10th day of absence. It is important that you comply with these procedures otherwise your SSP may be delayed or not paid at all.
- If you cannot return to work when your medical certificate expires, you must obtain another medical certificate from your GP and send it to your manager immediately. You must have a Fit Note to cover the total period of your absence.
- You should telephone your manager at least one working day before you return to work so that arrangements can be made for your return or to allow appropriate ongoing cover arrangements to be put in place.

6.1.4 Failure to observe and comply with these procedures may result in your absence being treated as unauthorised, which could result in payments being withheld, and disciplinary action being taken.

Return to work

6.1.5 On your return to work, you may be required to attend a return-to-work meeting which will usually be held with your manager. Within this your absence will be discussed, as well as your absence record in general, and whether you are fit to return to work. If relevant, any non-compliance with this policy will also be discussed.

6.1.6 If you are taking medication, you must inform your manager as some medication causes drowsiness, which can be dangerous in certain circumstances.

Fit notes

6.1.7 In the event that a Fit Note completed by your doctor indicates that you may be fit for work with some support, we will want to discuss this with you before making a decision. We will look to find a solution that can be reasonably implemented. This might include a phased return to work, altered hours, amended duties or workplace adaptations, and your terms and conditions may be temporarily adjusted accordingly.

6.1.8 If we do not think it is practical to provide the support indicated by your doctor to enable your return to work, we will use the Fit Note as if your doctor had advised you were 'not fit for work'. Sick pay as per your contractual terms and Statutory Sick Pay rules will then apply.

Absence levels

6.1.9 If your absence record becomes concerning and excessive, this will be monitored and addressed in line with our Sickness Absence and Capability Policy and could lead to formal absence management.

6.1.10 We reserve the right to require you to attend an Occupational Health Assessment (with your consent) where considered necessary. Tempcare Personnel Ltd will meet the cost of such, subject to you agreeing to attend the arranged appointment.

6.1.11 If you do not agree to this, we will have to make a decision about managing the situation without the benefit of medical evidence.

Statutory Sick Pay (SSP)

6.1.12 During authorised absence due to sickness, you are entitled to SSP, provided you earn more than the minimum criteria set out in the SSP regulations.

- **Waiting days** - before payments of SSP are made to you there is a period of 3 waiting days. This will start from the first day that you should have been available for work.
- **SSP** - if you are sick for a period of 4 or more working days, you will receive SSP if you are eligible. SSP is treated the same as wages and is subject to Income Tax deductions and National Insurance contributions.

6.1.13 Payments may be withheld if we believe there is reason to doubt the validity of a claim for sick pay.

6.1.14 If you are absent from work as a result of an injury or illness for which you later receive compensation, you agree to reimburse Tempcare Personnel Ltd for any sick pay you have received that Tempcare Personnel Ltd is unable to recover from any other sources.

Additional sick pay

6.1.15 If you are entitled to any enhanced sick pay above SSP then this will be detailed within your contract of employment. In any instance of you receiving enhanced sick pay, this will be deemed inclusive of any SSP.

Sickness absence and other work

6.1.16 If you are absent from work due to sickness or injury, you must tell us before you carry out any form of alternative or additional employment, self-employment or voluntary work, whether paid or unpaid. A breach of this rule may lead to disciplinary action and result in your dismissal without notice for gross misconduct

6.2 MEDICAL APPOINTMENTS

6.2.1 Whenever possible such appointments should be made **outside of working hours**. There is no right to time off for non-emergency check-ups.

6.2.2 Tempcare Personnel Ltd recognises that it is sometimes not possible to avoid an appointment during the working day, however where this is necessary, Tempcare Personnel Ltd asks you endeavour to keep disruption to a minimum by trying to arrange the appointment at the very start of the day or at the end of the day (48 hrs notice is required).

6.2.3 Time off for such appointments will be **unpaid** unless:

- any lost time is made up with the prior authority from management; or
- you take the time off as agreed holiday in line with Tempcare Personnel Ltd's holiday rules.

- in certain circumstances, Tempcare Personnel Ltd may exercise discretion to pay for such an appointment.

6.2.4 The rules regarding antenatal/adoption related appointments are separate and are covered off in Section 8 of this handbook.

6.3 EMERGENCY TIME OFF FOR DEPENDANTS POLICY

What is Dependant Leave?

6.3.1 Tempcare Personnel Ltd recognises that situations arise where you need to take time off work to deal with an emergency involving someone who depends on you. Provided the reasons for such a request are genuine and you inform Tempcare Personnel Ltd as soon as possible that you need this time off, you will be allowed reasonable time off work to deal with such emergencies.

6.3.2 As a general benchmark, Dependant Leave tends to be one to two days of leave, however there is no defined limit on what length of leave you can take, and so you can take off as long as it takes to deal with the immediate emergency.

Example – Your child falls over at School and injures themselves. You could take Emergency Dependant Leave to deal with their initial needs, such as taking them to the doctor/hospital and arranging for their care to allow you to then be able to return to work.

6.3.3 The legal right to take emergency time off for a dependant does not however extend to allow you to take time off work to provide that care yourself and instead you will need to make alternative arrangements for their longer-term care.

6.3.4 If you want to stay off work longer to care for them yourself, you will normally need to take this as part of your annual leave entitlement or discuss alternative care arrangements with your manager.

What will I be paid during Dependant Leave?

6.3.5 Dependant leave is unpaid; however, Tempcare Personnel Ltd may exercise discretion to pay for absence in certain extenuating circumstances.

Who is classed as a Dependant?

6.3.6 Your husband, wife, child or parent, or someone living with you as part of your family can all be considered as depending on you. Others who rely solely on you for help in an emergency may also qualify.

What may be considered an emergency situation?

6.3.7 The right to time off only covers emergencies. If you know in advance that you're going to need time off, you may be able to arrange this with Tempcare Personnel Ltd by taking another form of leave, such as other family related leave, or at your request agree a period of annual leave, if this can be accommodated by Tempcare Personnel Ltd at that time.

6.3.8 For these purposes, an emergency is an unexpected situation that arises where someone who depends on you:

- is ill and needs your help;
- is involved in an accident or assaulted;
- needs you to arrange their longer-term care;
- needs you to deal with an unexpected disruption or breakdown in care, such as a childminder or nurse failing to turn up; or
- goes into labour.

6.3.9 You can also take time off if a dependant dies and you need to make funeral arrangements or attend the funeral. Please also see our Bereavement policies contained separately in this section of the handbook.

What notice do I need to give?

6.3.10 You must tell Tempcare Personnel Ltd as soon as possible why you are away from work and how long you expect to be off.

6.3.11 In extreme cases of emergency, we understand it may not be possible to inform us of the situation which has meant you could not attend work. In such circumstances we ask you to let a member of management know in some form, whether this be a phone call, email or message, in order to ensure your absence can be recorded, and to avoid this being deemed to be unauthorised.

6.4 ANNUAL LEAVE

6.4.1 Our holiday year runs from 01 April to 31 March during which time you may take accrued holiday consistent with Tempcare Personnel Ltd's staffing requirements and the rules set out below.

6.4.2 If due to sickness absence you have been or will be prevented from taking your full statutory holiday entitlement in the year to which it relates, please contact your manager to discuss how Tempcare Personnel Ltd's holiday policy will apply in this situation.

6.4.3 If you start or leave your employment during the holiday year you shall be entitled to pro rata annual entitlement for each week of service in that holiday year.

Holiday Entitlement

6.4.4 Your individual holiday entitlement is set out in your Contract of Employment. If you are required to reserve any of your annual leave entitlement for a specific part of the year, this will again be detailed within your contract.

6.4.5 You are not entitled to carry forward any holidays from one holiday year to the next except in exceptional circumstances and unless you obtain the express prior written authority of your manager. No payments will be made in lieu of holiday not taken unless authorised by management and except in respect of your last year of employment as set out below.

How do I make a holiday request?

6.4.6 All requests for holiday must be made on approved forms and authorised in advance by your manager.

6.4.7 All holidays should be submitted at least 28 days in advance in advance and failure to do so could mean your request is rejected due to their not being time to arrange necessary cover.

6.4.8 Holiday is restricted to no more than two weeks at any one time, but we may exercise discretion to allow a longer period of holiday in certain circumstances.

6.4.9 If you provide less than the required notice, we will still permit holiday, if possible, where this can be accommodated.

6.4.10 Tempcare Personnel Ltd will not be liable for any financial loss you might incur if you book a holiday without first receiving confirmation that your holiday request has been granted.

6.4.11 Holiday requests will be granted on a 'first come, first served' basis. Your holiday request may be rejected if it is not possible for Tempcare Personnel Ltd to accommodate this if others are off in your team.

6.4.12 Tempcare Personnel Ltd may from time to time require workers to take part of their holiday entitlement on particular days to meet the needs of the business. If you are required to do so, you will be given twice the length of notice to the time Tempcare Personnel Ltd requires you to take. For example, if you are required to take two days' holiday, you will be given four calendar days' notice of this.

Holidays on Termination

6.4.13 Upon termination of your employment, you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement Tempcare Personnel Ltd shall be entitled to deduct the excess pay from your final salary payment.

6.4.14 Tempcare Personnel Ltd may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period and you will be notified of such in these circumstances if so.

6.5 BEREAVEMENT LEAVE

6.5.1 Tempcare Personnel Ltd will of course be sympathetic in instances where you suffer a bereavement in your immediate family, such as your parent, partner/spouse, sibling etc as well as a bereavement in your wider family, or a close friend.

6.5.2 Tempcare Personnel Ltd will discuss your requirements with you at this time and will assess the situation on a case-by-case basis and may exercise discretion subject to the circumstances to determine the appropriate length of leave and whether such leave is paid or unpaid.

6.5.3 An worker will not be eligible to receive paid bereavement time-off benefits while off or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.

6.6 PARENTAL BEREAVEMENT LEAVE

6.6.1 Losing a baby or child is a devastating experience for all the family and so we will of course be understanding in these awful circumstances.

6.6.2 Parental Bereavement Leave (PBL) is a period of **two weeks leave**, which can be taken as two weeks leave in one block or as two separate blocks of one week. This can be taken at any time within **56 weeks** of the date of the child's death (to allow for anniversaries, birthdays and other emotionally difficult periods).

6.6.3 A week is defined as the same number of days that you would normally work.

6.6.4 Any blood related parent and/or primary carer (includes adopters/foster parents, guardians and kinship carers who may be close relatives or family friends that have assumed responsibility for looking after a child in the absence of parents) is entitled to (PBL) if they suffer the loss of a child under the age of 18 or suffer a stillbirth after 24 weeks of pregnancy. (Loss of a child through stillbirth may qualify for Statutory Maternity Leave for the mother rather than PBL).

6.6.5 We will of course be understanding in these circumstances, but you will need to advise us of the situation, letting us know the date of the child's death and how you wish to take this leave and when you wish for it to start.

Parental Bereavement Pay

6.6.6 If you have been employed by Tempcare Personnel Ltd for at least 26 weeks up to the end of the relevant week (the 'relevant week' is the week (ending with a Saturday) immediately before the week of the death or stillbirth) then you will be entitled to receive the statutory rate in place at that time, or 90% of your normal weekly pay, whichever is lower.

Further discretionary bereavement leave

6.6.7 Tempcare Personnel Ltd understands that bereavement is a difficult time and in order to support and help you through this, Tempcare Personnel Ltd will discuss your circumstances and may exercise discretion to award further discretionary Bereavement Leave, which may be paid or unpaid.

6.6.8 Following this, we understand that you may still not be in a position to return to work, however and longer-term continuing absence would likely be considered as sickness absence with the relevant sick pay provision applying.

6.7 JURY SERVICE

6.7.1 In the event you are called up for jury service, you must inform your manager at the earliest opportunity.

6.7.2 Where Tempcare Personnel Ltd considers that an worker's absence on jury service could cause substantial injury to its business, the worker may be asked to make an application to be excused or for the jury service to be deferred.

6.7.3 In the event you are not required for any part or whole court day the default position is that you will be expected to return to work for the remainder of the working day. You should contact your line manager to advise of this, who will advise whether you will be needed to return to work, or subject to the circumstances, may advise you do not need to come in for the rest of the working day.

6.7.4 Any fraudulent claim for jury service will be dealt with as a disciplinary issue.

6.8 UNAUTHORISED ABSENCE

6.8.1 Any absence which does not comply with the provisions of your contract of employment relating to holidays or sickness or which has not been expressly authorised by Tempcare Personnel Ltd in advance shall be regarded as an unauthorised absence and treated as a potential disciplinary offence, capable in certain circumstances of amounting to gross misconduct.

SECTION 7. OUR FORMAL PROCEDURES

7.1 YOUR RIGHT TO BE ACCOMPANIED

- 7.1.1 An worker invited to any formal meeting stated in any of the respective policies listed under this section of the worker handbook will have the right to be accompanied.
- 7.1.2 For clarity, there is no right to be accompanied at an investigation meeting, unless Tempcare Personnel Ltd exercises discretion in extenuating circumstances.
- 7.1.3 Under your right to be accompanied, your companion may be either a trade union representative or a colleague. You must tell the person holding the meeting who your chosen companion is, in good time before the meeting.
- 7.1.4 At the meeting, your companion may make representations and ask questions on your behalf, however, would not be permitted to answer questions on your behalf. You may talk privately with them at any time during the meeting.
- 7.1.5 Acting as a companion is voluntary and your colleagues are under no obligation to do so. If they agree to do so they will be allowed reasonable time off from duties without loss of pay to act as a companion.
- 7.1.6 You and your companion (if any) should make every effort to attend meetings. If you or your companion cannot attend at the time specified, you should inform the person holding the meeting immediately and we will try, within reason, to agree an alternative time. If your chosen companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.
- 7.1.7 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help overcome a disability, or if you have difficulty understanding English.

7.2 FLEXIBLE WORKING POLICY

- 7.2.1 Under this policy, any worker with at least 26 weeks' service will be permitted to request a change to their working pattern. This may be to vary or reduce your working hours/days or to work in a different location such as from home.
- 7.2.2 Workers are only permitted to make one flexible working application every 12-months.

How do I make a flexible working request?

- 7.2.3 Your flexible working request should be submitted to your manager in writing and should be dated. It should:
- state that it is a flexible working request;
 - explain the change being requested and proposed start date;
 - identify the impact the change would have on the business and how that might be dealt with; and
 - state whether you have made any previous flexible working requests.
- 7.2.4 We may require you to complete a formal flexible working request form and if so, this will be provided to you.
- 7.2.5 We will arrange a meeting at a convenient time and place to discuss your request.
- 7.2.6 We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

Decision

- 7.2.7** We will inform you in writing of our decision as soon as possible after the meeting.
- 7.2.8** If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.
- 7.2.9** If we cannot immediately accept your request, we may require you to undertake a trial period to determine whether the request can be accommodated, before reaching a final decision on your request.
- 7.2.10** Unless otherwise agreed, changes to your terms of employment will be permanent.
- 7.2.11** If we feel your request cannot be accommodated, we may reject your request for one or more of the following business reasons:
- the burden of additional costs;
 - detrimental effect on ability to meet customer demand;
 - inability to reorganise work among existing staff;
 - inability to recruit additional staff;
 - detrimental impact on quality;
 - detrimental impact on performance;
 - insufficiency of work during the periods that you propose to work; or
 - planned changes.
- 7.2.12** If we are unable to agree to your request, we will write to tell you which of those reasons applies in your case. If you are unhappy with the decision, you will have the right to appeal this. You should make your appeal in writing within the time period, and to the name stated in your outcome letter. Your appeal should be dated and state on what grounds you are appealing. A further meeting will then be scheduled to discuss your appeal where you will have the right to be accompanied.
- 7.2.13** After the conclusion of the appeal process, you will be provided with a written appeal outcome, the decision of which is final, meaning there would be no further course of action which can be taken under this policy.

7.3 POOR PERFORMANCE POLICY

- 7.3.1** There may be instances where an worker's performance falls below the standards required by Tempcare Personnel Ltd. This policy is designed to help and encourage workers to achieve and maintain standards of job performance in the event Tempcare Personnel Ltd has concerns that this has fallen below the expected level.
- 7.3.2** For the avoidance of doubt this policy is non-contractual and Tempcare Personnel Ltd reserves the right not to apply this policy in full to those workers who have less than two years' service.

Informal Performance Management

- 7.3.3** If performance concerns are evidenced, we will speak to you informally in the first instance to explore the reasons for the poor performance. From this meeting targets for improvement will likely be set. We will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision.

Formal Performance Management

- 7.3.4** If following the informal stage your standard of performance is still not adequate you will likely be subject to formal performance management in line with this policy. The stages of this process are as follows:

Stage One – First Improvement Notice

7.3.1 Following a Stage One performance hearing, if we decide that your performance is unsatisfactory, we will give you a first improvement notice.

7.3.2 The improvement notice will normally remain active for 12 months from the end of the review period, after which time it will be disregarded for the purposes of performance management. Your performance will be monitored during the review period and we will write to inform you of the outcome.

Stage Two – Final Improvement Notice

7.3.3 If your performance does not improve within the review period set out in a first improvement notice, or if there is further evidence of poor performance while your first improvement notice is still active, we may decide to hold a Stage Two performance hearing. Following a Stage Two performance hearing, if we decide that your performance is unsatisfactory, we will give you a final improvement notice, which will normally remain active for 12 months from the end of the review period.

Stage Three – Dismissal

7.3.4 If your performance has not improved to the required standard or is still unsatisfactory dismissal will normally result. As an alternative to the dismissal, the manager may consider demotion, which would involve a reallocation of duties on a salary commensurate with the post, as an appropriate sanction.

7.3.5 If we cannot transfer you to a more suitable work and there is still no improvement after a reasonable time, or the standard of achievement is not maintained, you will be subject to further performance management that may result in your dismissal.

Review Periods

7.3.6 Following each warning there will be a review period. At the end of this review period we will meet to discuss your performance and whether you have improved your performance to the required standard / and/or hit the required targets which were previously set. Following this meeting, the next steps will be one of the following:

- If your manager is satisfied with your performance, no further action will be taken;
- If your manager is not satisfied, the matter may be progressed to the next stage of the poor performance process;
- If your manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

The Hearing

7.3.7 Any hearing will normally be held by your manager. At all stages you will be invited into the hearing with appropriate notice and will be advised in writing which will set out the alleged unsatisfactory performance and the likely outcome if we decide after the hearing that your performance is unsatisfactory. You will be given a reasonable opportunity to consider your response before any formal meeting.

7.3.8 The aims of a performance hearing will usually include:

- Setting out the required standards that we believe you may have failed to meet and going through any relevant evidence that we have gathered.
- You will be given an opportunity at that meeting to state your case and present information and facts that you feel are relevant before any decision is made.
- Establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement.
- Identifying whether there are further measures, such as additional training or supervision, which may improve performance.
- Where appropriate, discussing targets for improvement and a time-scale for review.

- If dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

The Outcome

7.3.9 We will inform you in writing of the decision and the reasons for it, where possible also explaining this information to you in person.

7.3.10 The warning will set out:

- the areas in which you have not met the required performance standards, explaining any further specific targets which have been set and the review period;
- any measures, such as additional training or supervision, which will be taken with a view to improving performance; and
- the consequences of failing to improve within the review period, or of further unsatisfactory performance.

Right of Appeal

7.3.1 If you are unhappy with the decision, you will have the right to appeal this. You should make your appeal in writing within the time period, and to the name stated in your outcome letter. A further meeting will then be scheduled to discuss your appeal, where you will again have the right to be accompanied.

7.3.2 The appeal hearing will reconsider the original decision and you will have the opportunity to put forward new evidence which was not available during the first hearing and/or raise complaints of a flaw of the original decision-making process, such as the failure to follow procedures or the failure to give you a fair hearing.

7.3.3 After the conclusion of the appeal process, you will be provided with a written appeal outcome, the decision of which is final, meaning there would be no further course of redress under this policy.

7.4 SICKNESS ABSENCE/CAPABILITY POLICY

7.4.1 Tempcare Personnel Ltd may need to dismiss an worker whose attendance does not meet an acceptable standard either because of a long-term absence or because of a series of short-term absences. Such dismissals do not depend on any wrongdoing on the worker's part and do not mean that Tempcare Personnel Ltd does not accept that their absences are genuinely due to illness or injury. Rather, dismissal is recognition that unfortunately the worker is no longer able to perform their role or attend work on a sufficiently regular basis to make their continued employment a viable option.

Short-term absence

7.4.2 An worker who is absent on more than three occasions within a six month period will be invited to a meeting to discuss their attendance. The meeting will usually be conducted by the worker's line manager and the worker will have a right to be accompanied by a fellow worker or a trade union official on the same basis as set out in the performance management procedure.

7.4.3 At the meeting the worker will be asked to explain the level of their absence. Where there is any indication that the absences are caused by an underlying medical condition then the matter may be dealt with under the procedure for long-term absence set out below. Tempcare Personnel Ltd may also seek medical evidence from either the worker's doctor or an occupational health specialist in which case the meeting will be adjourned for a report to be obtained

7.4.4 Subject to any medical evidence, the manager conducting this first-stage meeting may decide to issue a warning to the worker setting out Tempcare Personnel Ltd's expectations regarding attendance and indicating the level of improvement needed. A review period will normally be set which may range from one month to 12 months depending on the circumstances.

- 7.4.5** If the worker's attendance does not improve to the extent required, they may at any stage in the review period be invited to attend a second-stage meeting to discuss the matter. The meeting will again be conducted by the line manager and the worker will be entitled to be accompanied by a fellow worker or trade union official. This meeting may result in an extension of the review period, or the issuing of a final written warning requiring the worker's attendance to improve and setting out the level of improvement required over a specified period of up to 12 months.
- 7.4.6** If the worker does not meet this standard and there is no underlying condition where reasonable adjustments would assist the worker to attend, then they may be dismissed. A final meeting will be convened which shall be conducted by a manager of appropriate authority seniority and will consider any representations made by or on behalf of the worker who will once again have the right to be accompanied by a fellow worker or trade union official.
- 7.4.7** Any dismissal arising out of this meeting will be with notice and will include the right of appeal which must be exercised within the period stated in the dismissal letter, (usually five working days of the decision being communicated).

Long-term sickness absence

- 7.4.8** Where an worker is absent for an extended period – or it is clear that their absence is likely to continue for some time – then Tempcare Personnel Ltd will want to investigate the prospects for their return and consider what actions can be taken to facilitate this. The extent to which Tempcare Personnel Ltd can continue to accommodate an worker's absence will depend on a range of factors, including the role of the worker and the prevailing circumstances of the business.
- 7.4.9** Tempcare Personnel Ltd will seek medical advice as to the worker's condition either from the appropriate professionals caring for the worker or from a specialist occupational health practitioner or doctor. The focus will be on ascertaining when the worker will be able to return to work and what steps Tempcare Personnel Ltd can take to help support the worker back to work.
- 7.4.10** An worker is not obliged to consent to any medical reports or records being shared with Tempcare Personnel Ltd as part of this process. However, in the absence of medical evidence Tempcare Personnel Ltd will have to work on the basis of what information is available in reaching its decision which is likely to be to the worker's detriment.
- 7.4.11** One or more meetings will be arranged with the worker to discuss their condition, the prospects for any return to work, and whether anything more can be done by Tempcare Personnel Ltd to help. The worker will be entitled to be accompanied at the meeting by a fellow worker or trade union official.
- 7.4.12** Every effort will be made to make suitable arrangements for the meeting to allow the worker to attend. Where the worker is simply too ill to take part in the process, Tempcare Personnel Ltd may proceed to dismissal in the absence of a meeting taking into account any representations made on the worker's behalf.
- 7.4.13** Where it appears that the worker will be unable to return to work within a reasonable time frame then Tempcare Personnel Ltd may need to consider dismissal.
- 7.4.14** Any dismissal will be with notice and will include the right of appeal which must be exercised within the period stated in the dismissal letter.

7.5 DISCIPLINARY POLICY

- 7.5.1** This policy is designed to help and encourage all workers to achieve and maintain standards of conduct, attendance and job performance and this policy may be implemented at any stage if the worker's alleged misconduct warrants this.
- 7.5.2** For the avoidance of doubt this policy is non-contractual and Tempcare Personnel Ltd reserves the right not to apply this policy in full to those workers who have less than two years' service.

What may constitute as misconduct?

7.5.3 The following which is not intended to be an exhaustive list are examples of matters that will normally be regarded as misconduct and will be dealt with under our Disciplinary Procedure:

- Minor breaches of your contract terms or our policies;
- Damage to, or unauthorised use of, our property;
- Lateness;
- Unauthorised absence from work;
- Refusal to follow management instructions;
- Excessive personal use of our telephones/email/internet;
- Obscene language or other offensive behaviour;
- Negligence in the performance of your duties.

What may constitute as gross misconduct?

7.5.4 Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between us. If evidenced, gross misconduct will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).

7.5.5 The following which is not intended to be an exhaustive list are examples of matters that are normally regarded as gross misconduct:

- Theft, or unauthorised removal of our property or the property of a colleague, contractor, customer or member of the public;
- Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
- Physical violence or bullying including actual or threatened violence, or behaviour which provokes violence;
- Deliberate and serious damage to property such as deliberate damage to our buildings, fittings, property or equipment, or the property of a colleague, contractor, customer or member of the public;
- Serious misuse of our property or name;
- Deliberately accessing internet sites containing pornographic, offensive or obscene material;
- Serious insubordination including repeated or serious failure to obey instructions, or any other serious act of insubordination;
- Unlawful discrimination or harassment;
- Bringing Tempcare Personnel Ltd into serious disrepute;
- Serious incapability at work brought on by alcohol or illegal drugs or being under the influence of alcohol, illegal drugs or other substances during working hours;
- Causing loss, damage or injury through serious negligence;
- Serious breach of health and safety rules or serious or repeated breach of health and safety rules or serious misuse of safety equipment;
- Serious breach of confidence or unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- Accepting or offering a bribe or other secret payment or other breach of our Anti-Bribery policy;

- Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affects your suitability to continue to work for us;
- Possession, use, supply or attempted supply of illegal drugs;
- Serious neglect of duties, or a serious or deliberate breach of your contract or operating procedures;
- Knowingly breach of statutory rules affecting your work;
- Unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy;
- Harassing or discriminatory behaviour contrary to our Equality and Diversity Policy and Anti-Harassment and Bullying Policy;
- Refusal to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties;
- Giving false information as to qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits;
- Knowingly taking parental, paternity or adoption leave when not eligible to do so or for a purpose other than supporting a child;
- Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
- Making untrue allegations in bad faith against a colleague;
- Victimising a colleague who has raised concerns, made a complaint or given evidence or information under our Whistleblowing Policy, Anti-Bribery policy, Anti-Harassment and Bullying Policy, Grievance Policy, Disciplinary Policy or otherwise;
- Serious misuse of our information technology systems (including misuse of developed or licensed software, use of unauthorised software and misuse of e-mail and the internet) contrary to our Information and Communications Systems Policy;
- Undertaking unauthorised paid or unpaid employment during your working hours.

Confidentiality

- 7.5.6** Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All workers must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
- 7.5.7** You, and anyone accompanying you (including witnesses), must not make covert electronic recordings of any meetings or hearings conducted under this procedure. It may be appropriate on occasion to make a recording of the meeting in order for thorough and verbatim notes to be able to be made following the hearing. If Tempcare Personnel Ltd intends to record the meeting, this will be explained to you and your consent sought.
- 7.5.8** You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

Investigations

- 7.5.9** Unless the misconduct in questions does not require this, an investigation will usually be required before proceeding to a formal disciplinary hearing.
- 7.5.10** An investigation meeting is simply a fact-finding meeting to enable Tempcare Personnel Ltd to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.

7.5.11 You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

Criminal allegations

7.5.12 Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.

7.5.13 We will not usually wait for the outcome of any Police action or prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.

7.5.14 A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

Suspension

7.5.15 In some circumstances we may need to suspend you from work which we will always endeavour to keep as short as possible. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless you have been authorised to do so by your manager.

7.5.16 Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations.

Notification of a hearing

7.5.17 Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:

- a summary of relevant information gathered during the investigation;
- a copy of any relevant documents which will be used at the disciplinary hearing; and
- a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

7.5.18 We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time to prepare your case based on the information we have given you.

Procedure at disciplinary hearings

7.5.19 If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.

7.5.20 Who chairs the hearing will depend on the circumstances, and will normally be your line manager, or another appropriate member of the management team.

7.5.21 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your manager as soon as possible.

7.5.22 At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

7.5.23 We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You

will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

7.5.24 We will inform you in writing of our decision as soon as reasonably possible following the hearing. This will set out the nature of the misconduct, our findings and any action required by you.

7.5.25 In the instance of a written warning, the letter will also set out the time period this remains active on your file, and the likely consequences of further misconduct in that active period.

Disciplinary sanctions

7.5.26 We aim to treat all workers fairly and consistently, and a penalty imposed on another worker for similar misconduct will usually be taken into account but should not be treated as a precedent as each case will be assessed on its own merits.

7.5.27 There may be instances where we decide not to proceed for formal disciplinary action and may instead issue you with a letter of concern which is an informal warning.

7.5.28 Subject to the circumstances and the conduct in question will determine what sanction is applied would be one of the following:

First Written Warning	This will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.	This will usually remain on your file for a period of 6-12 months
Final Written Warning	This will usually be appropriate for further misconduct where an active first written warning is on your file, or misconduct which is considered sufficiently serious to move straight to a final written warning.	This will usually remain on your file for a period of 12 months
Dismissal (with notice)	This will usually be appropriate for further misconduct where there is an active final written warning on your record.	
Dismissal (Gross Misconduct)	Any gross misconduct regardless of whether there are active warnings on your record will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal).	

Alternatives to dismissal

7.5.29 In some instances where appropriate we may at our discretion consider alternatives to dismissal which could include demotion or the transfer to another role or department, and will usually be accompanied by a final written warning and examples include:

Appeals process

7.5.30 If you are unhappy with the decision, you will have the right to appeal this. You should make your appeal in writing within the time period, and to the name stated in your disciplinary outcome letter. A further meeting will then be scheduled to discuss your appeal, where you will again have the right to be accompanied.

- 7.5.31** If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful, you will be reinstated with no loss of continuity or pay.
- 7.5.32** If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light, we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing, and you or your companion may comment on any new evidence arising during the appeal before any decision is taken.
- 7.5.33** The appeal hearing may be a complete re-hearing of the matter, or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.
- 7.5.34** Where possible, the appeal hearing will be conducted impartially by a more senior Manager who has not been previously involved in the case.
- 7.5.35** We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 7.5.36** Following the appeal hearing we may uphold or overturn the original decision or substitute a different penalty and you will be provided with a written appeal outcome, the decision of which is final, meaning there would be no further course of redress under this policy.

7.6 GRIEVANCE POLICY

- 7.6.1** If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your manager. By raising the matter informally in the first instance, your manager may be able to assist and resolve the situation to your satisfaction without the need for a full formal grievance process being undertaken.
- 7.6.2** For the avoidance of doubt this policy is non-contractual and Tempcare Personnel Ltd reserves the right not to apply this policy in full to those workers who have less than two years' service.

Formal grievance

- 7.6.3** You do however have the right to raise a formal grievance, and you may feel this is more appropriate in your circumstances. If so, you should set out your grievance in writing to your manager. You should stick to the facts and avoid language that is insulting or abusive. Where your grievance is against your manager, and you feel unable to approach them directly you should talk to another appropriate member of the management team.
- 7.6.4** The written grievance should contain a brief description of the nature of your complaint, including any relevant facts, dates, and names of individuals involved. In some situations, we may ask you to provide further information.

Investigations

- 7.6.5** It may be necessary for us to carry out an investigation into your grievance. The length of any investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. The investigation may be carried out by your manager or someone else appointed by us.
- 7.6.6** You must co-operate fully and promptly in any investigation. This may include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending interviews, as part of our investigation
- 7.6.7** We may initiate an investigation before holding a grievance meeting where we consider this appropriate. In other cases, we may hold a grievance meeting before deciding what

investigation (if any) to carry out. In those cases, we will hold a further grievance meeting with you after our investigation and before we reach a decision.

Grievance hearing

- 7.6.8** Once your written grievance is received, a grievance hearing will be arranged to discuss your issues further once we have received your written grievance where you will have the right to be accompanied.
- 7.6.9** The purpose of a grievance meeting is to enable you to explain your grievance and how you think it should be resolved, and to assist us to reach a decision based on the available evidence and the representations you have made.
- 7.6.10** Following your grievance meeting, further investigations may be necessary, and following this we will write to you with a formal outcome of your grievance which will state any further action that we intend to take to resolve the grievance.

Appeal

- 7.6.11** If you are unhappy with the decision, you will have the right to appeal this. You should make your appeal in writing within the time period, and to the name stated in your grievance outcome letter. A further meeting will then be scheduled to discuss your appeal, where you will again have the right to be accompanied.
- 7.6.12** After the conclusion of the appeal process, you will be provided with a written appeal outcome, the decision of which is final, meaning there would be no further course of redress under this policy.

SECTION 8. FAMILY RELATED LEAVE

8.1 MATERNITY LEAVE POLICY

Am I eligible to take Maternity Leave?

8.1.1 If you are employed by Tempcare Personnel Ltd, you will be eligible to take Maternity Leave so long as you notify us before the 15th week before your expected week of childbirth. You should ensure you tell us:

- Your intention to take Maternity Leave, and the date you wish this to commence.
- You'll need to let us know your due date.
- You'll need to provide us with a copy of your MATB1 form which will be provided to you by your midwife/doctor around your 20-week scan.

What leave am I permitted to take?

8.1.2 So long as you provide the necessary notice and proof of your pregnancy you are entitled to take **52 weeks** Maternity Leave.

8.1.3 The first **2 weeks** of Maternity leave is mandatory Maternity Leave meaning you cannot legally return to work during this period. This is extended to 4 weeks if you work in a factory setting.

8.1.4 All the terms and conditions of your employment remain in force during Maternity Leave except for the terms relating to pay. In particular:

- benefits in kind, such as life insurance, health insurance, gym membership and use of a company vehicle if applicable shall continue;
- annual leave entitlement under your contract shall continue to accrue; and
- pension benefits shall continue.

When can I start Maternity Leave?

8.1.5 You cannot commence Maternity Leave before the **11th week before** your expected week of childbirth.

8.1.6 You can choose to work right up until the birth unless there are health and safety reasons which would not make this possible. You can however plan to commence your maternity leave sooner than the due date.

8.1.7 You can also use accrued annual leave before commencing Maternity Leave, and we recommend doing this to avoid large amounts of annual leave being accrued.

8.1.8 If you change your mind about your intended start date of leave, you must give Tempcare Personnel Ltd at least 28 days' notice either before the original or new start date of leave, whichever is the earliest.

8.1.9 If you give less than 28 days' notice of the date on which you intend to start maternity leave, you must also give an explanation for the delay. Depending on circumstances, Tempcare Personnel Ltd may refuse to allow you to start your maternity leave until the 29th day after receipt of notice.

8.1.10 Your Maternity Leave will start on your chosen date, unless:

- Tempcare Personnel Ltd opts to commence this sooner due to pregnancy related sickness absence in the 4 weeks leading up to the expected week of childbirth; or
- You have your baby early; in which case your leave will commence from this date.

8.1.11 If you have your baby early during a period of pre agreed holiday, your maternity Leave would automatically start from this date. You would therefore carry over the unused holiday entitlement to be taken after your maternity leave.

What do I need to do to return to work after Maternity Leave?

8.1.12 Unless you have told us otherwise, it will be assumed you are taking the full 52-week entitlement. Therefore, you will be required back to work on the next working day after this period.

8.1.13 If you return on or before 26 weeks, you are entitled to return to the same job, however if you return after this it may not be practicable for Tempcare Personnel Ltd to offer you the same job. In this rare scenario, Tempcare Personnel Ltd will offer you suitable alternative employment (unless a redundancy situation arises).

8.1.14 If you choose not to return and resign from your employment you should give your resignation in writing as normal.

8.1.15 You may amend your return date so long as you give Tempcare Personnel Ltd a minimum of 8 weeks' notice, or if this isn't possible, as soon as reasonably practicable.

Example 1 - You may have initially planned to only take 39 weeks and advised us of this before starting your Maternity Leave but may now wish to change this and take the full 52 weeks.

Example 2 - You may have initially planned to take the full 52-week entitlement but may have now decided you wish to return sooner.

8.1.16 If you give less than **8 weeks' notice** Tempcare Personnel Ltd may be entitled to refuse to allow you to return to work until the 8-week period has been given.

What will I be paid whilst on Maternity Leave?

8.1.17 Whilst Maternity Leave covers a 52-week period, Statutory Maternity Pay only covers a maximum of **39 weeks**.

Statutory Maternity Pay (SMP)

8.1.18 You will qualify for Statutory Maternity Pay (SMP) if:

- you have been employed by Tempcare Personnel Ltd for 26 weeks before the 15th week before EWC; and
- you pay sufficient National Insurance Contributions; and
- you notify Tempcare Personnel Ltd at least 28 days before the date you want payments of SMP to commence, or if not reasonably practicable, as soon as is reasonably practicable. If giving late notice, you should give Tempcare Personnel Ltd an explanation of the delay.

8.1.19 SMP is paid at the following rates:

WEEK	PAY ENTITLEMENT
For the first 6 weeks	90% of your average weekly earnings
Weeks 7 – 39	You will be paid at the relevant statutory rate in place at that time (this usually changes each April in line with inflation) or 90% of your average weekly earnings if this is lower than the statutory rate.
Weeks 40 - 52	No pay

If I'm not entitled to Maternity Pay what should I do?

8.1.20 If you do not qualify for SMP, we will explain why and provide you with an SMP1 form.

8.1.21 Workers who do not qualify for SMP will normally qualify for Maternity Allowance which is payable by the Government as opposed to Tempcare Personnel Ltd. You can find further information on this from the Government website (gov.uk).

8.1.22 Maternity Allowance is paid at either 90% of your average weekly earnings or the prescribed rate whichever is less.

Am I entitled to time off for Ante-natal appointments?

8.1.23 You are not entitled to paid time off for antenatal care until you have completed at least 12 weeks continuous employment with the same employer.

8.1.24 We will of course support you with paid time off for ante-natal appointments.

8.1.25 We ask, if possible, for you to arrange these appointments at the start or end of the working day to minimise disruption but if this is not possible, you will still be permitted paid time away to attend the appointment.

8.1.26 The appointment must be made on the advice of a registered doctor, midwife or health visitor.

8.1.27 We may ask you to provide evidence of the appointment.

8.1.28 If you are the partner of the expectant mother, you will also be entitled to time off to attend up to two antenatal appointments. This is however unpaid.

8.2 PATERNITY LEAVE POLICY

Am I eligible for Paternity Pay?

8.2.1 You will be eligible if you are employed by Tempcare Personnel Ltd for at least 26 weeks before the 15th week before the Expected Week of Childbirth and you are the biological father and will have some responsibility for the child's upbringing; or you are the husband, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing.

8.2.2 You must give us written notice by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified of being matched with a child), or as soon as you reasonably can, stating:

- The Expected Week of Childbirth;
- Whether you intend to take one week or two weeks' leave; and
- When you would like your leave to start.

8.2.3 You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

What leave am I permitted to take?

8.2.4 If eligible, you are entitled to take **2 weeks'** Paternity Leave

8.2.5 Paternity Leave can be taken as either one week, or two continuous weeks. The two weeks cannot be separated and must therefore be taken together.

When can I start Paternity Leave?

8.2.6 You can start Paternity Leave on the date of birth (or placement if adopting), or later, provided it is taken within eight weeks (56 days) of the birth or placement. (If the baby is born early, the period ends eight weeks after the start of the Expected Week of Childbirth.)

What will I be paid whilst on Paternity Leave?

8.2.7 If you qualify for Paternity Leave, you will also qualify for Statutory Paternity Pay so long as you also have average earnings which are not less than the lower earnings limit which is set by the government each tax year.

Statutory Paternity Pay (SPP)

8.2.8 Paternity Pay is paid at the relevant statutory rate in place at that time for each week of leave. This usually changes each April in line with inflation.

Other Contractual benefits

8.2.9 All the terms and conditions of your employment remain in force during Paternity Leave, except for the terms relating to pay.

8.2.10 Annual leave entitlement will continue to accrue during Paternity Leave at the rate provided under your contract. All holiday dates are subject to approval by your manager.

8.2.11 If you are a member of the pension scheme, we shall make employer pension contributions during Paternity Leave, based on your normal salary, in accordance with the pension scheme rules. Any worker contributions you make will be based on the amount of any Paternity Pay you are receiving.

8.3 ADOPTION LEAVE POLICY

8.3.1 The arrangements for taking Adoption Leave are broadly the same as the arrangements for taking Maternity Leave, and you are therefore advised to read the Maternity Policy in conjunction with this Policy.

8.3.2 There are however some important differences, and this policy sets out the key differences.

8.3.3 Where two parents are adopting a child, only one of them may take Adoption Leave, and the other (whether a man or woman) is entitled to take Paternity Leave. If both adoptive parents qualify, they may each take Shared Parental Leave.

8.3.4 If you intend to take adoption leave you should notify Tempcare Personnel Ltd of this within seven days of being notified that you have been matched with a child for adoption (or as soon as is reasonably practicable). Your notification should set out:

- the date when the child is expected to be placed with you; and
- the date when you want to start your adoption leave.

8.3.5 As with maternity leave, you can change your mind about the start date provided Tempcare Personnel Ltd is given at least 28 days – or as much notice as is reasonably practicable.

8.3.6 Tempcare Personnel Ltd is entitled to require proof of the adoption which usually takes the form of a matching certificate provided by the agency placing the child.

What leave am I permitted to take?

8.3.7 Adoption Leave is the same in duration as that of Maternity Leave (52 weeks).

8.3.8 Rules regarding your terms and conditions during Adoption Leave apply in the same way as with Maternity Leave.

When can I start Adoption leave?

8.3.9 You may choose to start the leave from the date when the child is placed with you or at any time in the preceding two weeks.

8.3.10 If, for any reason, the placement is brought to an end – for example because the match turns out to be unsuitable – then adoption leave will continue for 8 weeks beyond the end of the placement. After that period, you will be expected to return to work as normal.

What will I be paid whilst on Adoption Leave?

8.3.11 Statutory Adoption Pay is calculated in the same way as Statutory Maternity Pay, detailed in the Maternity Leave Policy.

What do I need to do to return to work after Adoption Leave?

8.3.12 Return to work arrangements are the same as for Maternity Leave as set out in our Maternity Leave Policy.

8.3.13 Rules regarding annual leave, KIT days and flexible working all apply in the same way as Maternity Leave, therefore please refer to the Maternity Policy for further details.

Adoption appointments

8.3.14 As with Ante-natal appointments with Maternity Leave, when adopting, you have the right to time off for adoption appointments arranged by an adoption agency for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption, once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

8.3.15 Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off and whether it is paid.

8.3.16 You will usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take Paternity Leave if you have elected to be the primary adopter.

8.3.17 You will usually choose to be the secondary adopter if you intend to take Paternity Leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it.

8.3.18 If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend **five adoption appointments** in relation to any adoption.

8.3.19 If you are the secondary adopter, you may take unpaid time off to attend up to two adoption appointments.

8.3.20 You should discuss your arrangements for such appointments with your manager.

8.4 SHARED PARENTAL LEAVE POLICY

8.4.1 Shared Parental Leave (SPL) is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave, and the father takes a short period of paternity leave.

8.4.2 Workers who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so and the arrangements described above for maternity and adoption leave continue to apply. However, an worker may choose to share part of that leave with their partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the 'primary' leave taker to have returned to work. Both parents can be on leave at the same time, provided that the combined amount of leave taken by the parents does not exceed 52 weeks and if all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.

8.4.3 Generally, parents will qualify for SPL if both are working and that each has at least 26 weeks' service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave – usually at the same time as the employer is notified that an worker is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.

8.4.4 A parent proposing to take a period of shared parental leave must give Tempcare Personnel Ltd at least 8 weeks' notice of any such leave. Depending on the circumstances, it may be possible for the SPL to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave. Such an arrangement can only be made with the agreement of Tempcare Personnel Ltd. While every effort will be made to accommodate the needs of individual workers, Tempcare Personnel Ltd may insist on SPL

being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at Tempcare Personnel Ltd's discretion.

8.4.5 An worker absent on SPL will be entitled to a weekly payment equivalent to the lower fixed rate of SMP. The number of weeks for which payment will be made will vary depending on the amount of SMP paid to the mother while on Maternity Leave. Essentially, if the mother ends (or proposes to end) her leave with 10 weeks of SMP entitlement remaining, the parent taking SPL will be entitled to be paid for the first 10 weeks of leave.

8.4.6 Because of the number of options available, SPL can be quite a complicated entitlement. If you want to take advantage of SPL, you should discuss this with your line manager who will check that you qualify and help guide you through the procedure.

8.5 PARENTAL LEAVE POLICY

Am I eligible to take Parental Leave?

8.5.1 To be eligible for parental leave, you must:

- have at least one year's continuous employment with us;
- have or expect to have responsibility for a child; and
- be taking the leave to spend time with or otherwise care for the child.

8.5.2 You have responsibility for a child if you are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order.

What leave am I permitted to take?

8.5.3 Eligible workers are entitled to take up to **18 weeks'** Parental Leave in relation to each child.

8.5.4 You must tell us of any parental leave you have taken while working for another employer as this will count towards your 18-week entitlement.

8.5.5 In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' Parental Leave a year in relation to each child. Parental leave can only be taken up to the child's 18th birthday.

8.5.6 Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence allowance. You can take parental leave in respect of that child at any time up to the child's 18th birthday, and leave may be taken in blocks of less than one week. However, there is still a limit of 4 weeks a year for each child and 18 weeks in total for each child.

What notice do I need to give to take Parental Leave?

8.5.7 You must notify your line manager of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.

8.5.8 If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.

8.5.9 If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as you can.

8.5.10 We may ask to see evidence of:

- your responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order;
- the child's date of birth or date of adoption placement; and
- if applicable, the child's entitlement to a disability living allowance, armed forces independence allowance or personal independence allowance.

Our right to postpone Parental Leave

- 8.5.11** Although we will try to accommodate your request for parental leave, we may postpone your requested leave where it would unduly disrupt our business (for example, if it would leave us short-staffed or unable to complete work on time).
- 8.5.12** We will discuss alternative dates with you and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave.
- 8.5.13** We cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.
- 8.5.14** We cannot postpone parental leave for more than six months, or beyond the child's 18th birthday (if sooner).

Terms and conditions during Parental Leave

- 8.5.15** Parental Leave is unpaid. You will not be entitled to employer pension contributions in respect of the period of leave.
- 8.5.16** Your employment contract will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business.

For Nurses, Support Workers & Healthcare Assistants

Agency Worker Handbook Declaration

I have read a copy of the Agency Worker Handbook which outlines the goals, policies, benefits, and expectations of Tempcare Personnel Ltd and its Clients, as well as my responsibilities as an Agency Worker. I have familiarised myself with the contents of this Handbook. By my signature below, I acknowledge, understand, accept, and agree to comply with the information contained in the NMC's "Standards for Medicines Management", 2008 (Cover 2010) and the Agency Worker Handbook provided to me by Tempcare Personnel Ltd. I further confirm that I am aware that I must notify Tempcare Personnel Ltd about any changes regarding my Fitness to Practice and/or to Professional Registration immediately.

I understand this handbook is not intended to cover every situation which may arise whilst on assignment but is simply a general guide to the goals, policies, practices, benefits, and expectations of Tempcare Personnel Ltd.

Updates to this Handbook will happen from time to time. Whenever this happens Tempcare Personnel Ltd will notify me. I agree to familiarise myself with these changes before undertaking any further shifts through Tempcare Personnel Ltd.

I understand that the Agency Worker Handbook is not a contract of employment and should not be deemed as such.

I hereby permit Tempcare Personnel Ltd to allow access, as a minimum, to my personnel files as part of any official audit, or Client compliance purposes, carried out by, but not limited to any person / client authorised by the Tempcare. These personnel files will be viewed per the requirements of the Data Protection Act 1998.

Signature:

Date: