



Employee Handbook

Contents

01	General Terms of Employment	5
1.1	Definitions	6
1.2	Terms of Employment	6
1.3	Job description	6
1.4	Location	6
1.5	Record of hours worked	6
02	Hours and Attendance	7
2.1	Hours	8
2.2	Overtime	8
2.3	Working Time Regulations	8
2.4	Night work	8
2.5	Absence	8
2.6	Punctuality	8
2.7	Young workers	8
03	Pay	9
3.1	Pay rate	10
3.2	Method of payment	10
3.3	Itemised pay statements	10
3.4	National Insurance and Tax	10
3.5	Expenses	10
04	Holidays	11
4.1	Holidays	12
4.2	Holiday year	12
4.3	Public holidays	12
05	Sickness Absence, Pay and Medicals	13
5.1	Statutory Sick Pay (SSP)	14
5.2	Company Sick Pay (CSP)	14
5.3	Medicals	15
5.4	Long-term absence	15
06	Other Benefits	16
6.1	Pensions	17
6.2	Risk benefits	17
6.3	Recruitment bonus	17
6.4	Savings related share option scheme	17
6.5	Eye care	17
6.6	Staff discounts	17
6.7	Discretionary benefits	17
07	Rules	18
7.1	Client vehicles	19
7.2	Manpower company vehicles	19
7.3	Fines and penalties (Driving/Vehicles)	19
7.4	Fuel cards and private mileage	19
7.5	Social Networking Policy	20
7.6	Monitoring	21
7.7	Company/Client equipment	21
7.8	Client rules and regulations	22
7.9	Health and safety	22
7.10	Dress code and personal appearance	22
7.11	Alcohol and drugs	22
7.12	Loss, damage, negligence or other costs incurred	22
08	Termination	23
8.1	End of assignment or termination of employment	24
8.2	Notice to terminate employment	24
8.3	Assignment comes to an end	24
8.4	Failure to maintain contact with Manpower	24
8.5	On leaving	24
09	Family-Friendly Arrangements	25
9.1	Maternity	26
9.2	Paternity leave	26
9.3	Time off for emergencies involving dependants	26
9.4	Parental leave	26
9.5	Adoptive leave	27
9.6	Flexible working	27
10	Equal Opportunities	28
10.1	General policy	29
10.2	Disability	29
10.3	Diversity	30
10.4	Monitoring	30
10.5	Dignity at Work Policy	30
11	Harassment	32
11.1	Harassment policy	33
11.2	Examples of harassment	33
11.3	Informal remedy	34
11.4	Formal procedure	34
12	Health and Safety	36
12.1	Compliance	37
12.2	Manpower Health and Safety statement	37
12.3	Manpower General Policy	38
12.4	General rules for employees	38
12.5	Work arrangements	38
12.6	Personal Protective Equipment (PPE)	38
12.7	Accident reporting	39
12.8	Safety in manual handling operations	39
12.9	Safe use of display screen equipment	39
12.10	Safe driving guidance	40



Contents cont.

13 Grievances	41	15 ManpowerGroup Global Privacy Policy	49
13.1 Grievance procedure	42	15.1 Information We Collect	50
13.2 Appeals	42	15.2 Information collected by Automated Means	50
13.3 Union involvement	42	15.3 How We Use The Information We Collect	51
13.4 Statutory grievance procedure	42	15.4 Interest-Based Advertising	52
14 Disciplinary Procedure	43	15.5 Information We Share	52
14.1 Purpose	44	15.6 Your Rights And Choices	52
14.2 Conduct and capability	44	15.7 Data Transfers	53
14.3 Principles of the procedure	44	15.8 How We Protect Personal Information	53
14.4 Stages within the disciplinary procedure	45	15.9 Links To Third-Party Sites, Apps and Services	53
14.5 The Procedure	45	15.10 Updates To Our Global Privacy Policy	53
14.6 Offences during or outside work which may lead to prosecution	46	15.11 How To Contact Us	53
14.7 Disciplinary rules and gross misconduct	46	16 Miscellaneous	54
14.8 Appeals	48	16.1 Industrial relations	55
		16.2 Right to search	55
		16.3 Inventions and confidentiality	55
		16.4 Ex-offenders	55
		16.5 Personal records	55
		16.6 Public interest disclosure	56
		16.7 Secondary employment	56



Full-time. Part-time. Sales. Administration. Finance.

Whatever sector you work in and whatever your role, you're now part of the Manpower team.

And that means we'll do everything we can to meet your needs as an employee.

This handbook tells you what you can expect from us and vice versa. Pay, benefits, equal opportunities – it's all here, along with your general terms of employment. Read it carefully and ask your Manpower manager if you have any questions. Welcome to our team.

Manpower operates in many diverse business industries and as a result we have tailored our employees' terms and conditions to suit the industry in which they are working. Your Specific Employment Details (SED) contain details specific to the industry you have chosen to join, which is to be read in conjunction with this handbook. If you subsequently move to another industry you will be given details of the terms and conditions that apply there. If, for any reason, an assignment in one industry ends and we do not immediately have another assignment elsewhere for you, you will remain employed by Manpower subject only to your SED and the terms set out in this handbook.

01 General Terms of Employment



1.1 Definitions

References throughout this handbook to your “Manpower manager” will normally include Manpower consultants, or other Branch or Contract staff to whom you may report from time to time, unless expressly indicated to the contrary.

References to “the Company” mean Manpower UK Limited, Manpower plc, ManpowerGroup or any other relevant associated, parent or subsidiary company. References to “SED” mean your personalised Specific Employment Details.

Manpower UK Ltd is, for the purpose of this contract of employment, an Employment Business as defined in the Employment Agencies Act 1973 as amended by the Employment Relations Act 1999.

1.2 Terms of Employment

This handbook sets out details of your Terms and Conditions of Employment, and forms part of your contract of employment, except where it is specifically stated to the contrary.

Unless you are ill or there are other reasons agreed by Manpower you will be expected, while working on an assignment, to devote your full time, attention and abilities to the Company’s and its Clients’ business.

Although it is important for you to remember that you are a Manpower employee, while on assignment you will be subject to instruction from anyone authorised by the Client where this is necessary for you to carry out the work. By reason of the relationship between Manpower and its’ Clients, the Client may, of its own volition, ask at any time that you be removed from an assignment. This may not necessarily mean the termination of your employment with Manpower. If you are removed from an assignment because of your conduct or performance, your continued employment is likely to be reviewed, which will usually involve the disciplinary procedure.

Manpower also reserves the right to move you from one assignment to another where the needs of the business may require it, or remove you from your assignment, should this be necessary for any reason.

It is Manpower’s policy to take up past work references. Your employment is subject to our obtaining satisfactory references, verification of your qualifications and any medical requirements.

This is an ongoing requirement, particularly your medical suitability for any role. For certain assignments involving the handling of cash or sensitive information we may require your permission to obtain further reference information.

The terms contained in this handbook are in accordance with the Employment Rights Act 1996 (ERA 96) and such other relevant legislation in place from time to time.

Together with the Specific Employment Details (SED) issued to you, they are to be treated as your statement of employment particulars required by section 1 of the ERA 96.

If the terms described in your SED conflict with those in this handbook, the terms on your most current SED shall take precedence.

1.3 Job description

Your general job title is in your SED. Specific details may be provided for a particular assignment. You may from time to time be asked by Manpower to carry out other types of work for Clients, either for Manpower or for any other company within ManpowerGroup, subject to your consent.

You do, of course, have the right to decline any move to a new assignment. [please also see section 3.1 about pay.](#)

1.4 Location

You will be expected to work on assignment where the Company needs you but you will always be given full details of the location before each new assignment.

1.5 Record of hours worked

Your Manpower manager will explain the method by which your working hours are recorded, and the basis on which these hours will be paid. Where Manpower is unable to validate your working hours it reserves the right to temporarily withhold payment pending verification with the Client.

02 Hours and Attendance



2.1 Hours

The very nature of our business means your hours of work may differ from one assignment to another; similarly, the length of individual assignments will vary. There may be occasions when no work is available. You are employed under a general zero hours contract unless otherwise stated on your SED. Each time you are assigned, we will provide to you details of the hours of work which are likely to be involved.

Your working time is the time you spend actually working for a Client and that which is recorded by the agreed method. [please also see section 1.5](#). Travel to and from work, rest breaks and other time when you are on the Client's premises but not actually working does not count as working time.

If your daily working time is more than six hours, you will normally have a rest break of at least 20 minutes. The Client to whom you are assigned may have in place a collective or workforce agreement that varies the entitlement to rest breaks and the times they are taken. If this is the case that agreement will apply to you and we will provide you with details at the start of the assignment.

2.2 Overtime

Much of our work arises because our Clients have deadlines to meet and they may ask that you work reasonable overtime. Your briefing beforehand will include details of the rates that apply to overtime during that assignment.

2.3 Working Time Regulations

The Working Time Regulations 1998 state that before we can allow you to regularly work more than 48 hours a week, we must have your written agreement. This is called 'opting out' of the maximum working week and you will have been asked to sign to agree if you wish to opt out on your SED.

If you no longer wish to be available to work 48 or more hours per week, you may give us 14 days (two weeks) notice in writing and the agreement will end.

2.4 Night work

If your assignment regularly involves night work, that is, three hours or more between the hours of 23:00 and 06:00, you are entitled to request a health assessment to confirm your fitness for night work.

If you have not done night work before but are asked to undertake such an assignment, you may request a health assessment questionnaire before the assignment begins. Please ask your Manpower manager for further details.

Normally you will not be required to work, on average, more than eight hours per night. However, where the Client has in place a collective or workforce agreement which varies the hours of night work that agreement will also apply to you and you will be given details at the start of your assignment.

2.5 Absence

If for any reason you are unable to get to an assignment, please let your Manpower manager or the agreed contact point know as soon as possible.

Once you are able to return to work, tell your Manpower office as soon as possible. Naturally, we always take a very serious view of unnotified absence because of the damage it does to our Client relationship; it is therefore something that will normally lead to disciplinary action. Details of the exact absence reporting procedures will be given to you when your assignment starts. [please also refer to section 5](#).

2.6 Punctuality

At your briefing you will always be told what time you are required to report for work. You are expected to make all reasonable efforts to be punctual.

Because of our commitment to the Client, we always take a serious view of unpunctuality unless it is caused by circumstances beyond your control; as with unauthorised or unnotified absence, it will normally lead to disciplinary action.

2.7 Young workers

Employees under the age of 18 are subject to additional rules about their hours as follows:

- You cannot work more than eight hours in any day or 40 hours in any week
- You cannot work more than five days in any week
- You cannot do night work.



03 Pay



3.1 Pay rate

Manpower will make all reasonable efforts to assign you work at the times you wish to work.

You will be paid for hours worked during your assignment as certified by the Client. If you do not work you are not paid, and neither are you paid for the time taken off for meals, travelling to and from the Client's premises at the beginning and end of the working day or any other purpose during your assignment other than work.

You will not normally be paid for absence due to illness or injury, although you may be eligible to receive Statutory Sick Pay. Your eligibility for any company sickness benefit is set out in your SED.

Your pay is based on an hourly rate for the type of work performed. This standard rate also forms the basis for calculating any overtime premiums, unless there are any special arrangements.

Payment is always made to the nearest quarter hour, unless you are informed of any other arrangements by your Manpower manager. You will be told your pay rate prior to starting your assignment. Your pay rate may go up or down, both between assignments and/or in the same assignment, according to the requirements of our Clients and the needs of our business. You will always be notified in advance of any change to your pay rate.

3.2 Method of payment

You will be paid weekly or monthly for the hours worked as described above and this will be noted on your SED.

If you are paid weekly you will be paid for the hours worked during the previous week. Payment is made by direct credit transfer into a bank or building society account or similar. On certain occasions, such as around public holidays, Christmas and New Year, you may be paid on a different day than usual. Manpower will advise you of any such special arrangement.

If you are paid monthly you will be paid for the calendar month. Payment is made by direct credit transfer into a bank or building society account or similar. Your payment will be in your account by the end of the calendar month in which you have worked. Certain overtime and variable payments, requiring Client authorisation, may be paid in the following month to the calendar month in which they apply. If you already have an account, your Manpower manager will ask you for details so that money can be paid directly into this account. Please follow this guidance so that you can draw your first pay easily. If you change your branch or the account details, please inform Manpower as soon as possible so that your records can be updated.

3.3 Itemised pay statements

You will be provided with an on-line itemised pay statement detailing the calculation of gross pay and deductions under various headings. Manpower will be pleased to help with any queries you may have concerning your pay.

3.4 National Insurance and Tax

Manpower will make all deductions as required by law in respect of Income Tax and National Insurance contributions. Manpower will require your National Insurance number as we are obliged by law to deduct National Insurance from your earnings. Manpower will tax you under the 'Pay As You Earn' scheme. Depending on the statement you sign on application to Manpower, the appropriate tax code will be applied.

The tax code being applied by Manpower will appear on your online pay slip. Your Manpower manager will advise you of the above and confirm the details of the tax office and Manpower's reference number should you have any tax queries.

3.5 Expenses

Where appropriate reasonable and itemised expenses, for example travel expenses incurred on assignment, will be paid provided they are agreed by Manpower and, where appropriate, the Client. Documentary evidence will be required in support of an employee's claim for expenses. Such expenses may be subject to tax in accordance with HMRC Regulations.

Your Manpower manager will give you details of any expenses paid for any particular assignment. All eligible expenses must be claimed within six months of being incurred unless you have written agreement from your Manpower manager that this period may be extended.



04 Holidays



4.1 Holidays

You will begin to accrue holiday entitlements from your first day of work with Manpower. Your annual entitlement is 20 days paid leave in each holiday year or the statutory minimum, whichever is the greater, save that you shall not be entitled to more than 28 days in total (including public holidays).

Your actual entitlement to holiday depends upon the number of paid days or hours you work each week. For example, only staff who work five days (or an equivalent number of hours) per week Monday to Friday, for example, would be entitled to 20 days holiday in each holiday year. Staff who ordinarily work less than five days a week shall have an entitlement pro rata to the days they actually work. Staff who work five days a week Monday to Friday, for example, would be entitled to 20 days holiday in each holiday year.

Staff who ordinarily work less than five days a week will have an entitlement pro rata to the days they actually work. For example, someone who works three days a week will have an annual entitlement of 12 days per annum. Appropriate adjustments will be made where your holiday entitlement on the assignment you are working is calculated by reference to hours worked rather than days. All holiday you have accrued during the course of the year must be taken before the end of the holiday year or you will lose it. You may not carry any entitlement forward into a new year.

Under certain circumstances you will be expected to take holiday if, during assignment to a Client, the Client closes its place of work and the employees are required to take part of their annual holiday. This could occur, for example, during an annual shutdown or over the Christmas/New Year period. You may also be asked to take your holiday leave on a public holiday when it occurs during an assignment, where the Client has this arrangement.

If you are paid weekly, your holiday pay calculation will be based on one of the following:

- The pay you have received for all hours worked over the 12 weeks prior to your holiday. Weeks in which you did no work and/or received no pay will not be included in the calculation, [or](#)
- An hourly rate of pay, which will be notified on your SED where the assignment provides for normal working hours [or](#)
- The pay you have received for normal working hours (as defined on your SED) worked over the 12 weeks prior to your holiday. Weeks in which you did no work and/or received no pay will not be included in the calculation.

You may take holiday at any time during the holiday year, up to your maximum entitlement for the year, subject to the prior agreement of your Manpower manager and by giving 14 days' notice. You will receive holiday pay up to the amount accrued in the holiday year to the date your holiday commences. If you are paid monthly, your daily holiday pay calculation is based on your basic daily pay rate. You can take holidays at any appropriate time agreed with your Manpower manager.

For all staff, holidays may be taken only with the prior agreement of your Manpower manager, usually giving 14 days' notice in writing. During the first three months of your employment you must give at least one month's notice of any holiday unless you have a holiday already booked prior to joining and this is agreed with your Manpower manager.

You may be required to use any outstanding holiday entitlement during any notice period. If, at the date of your termination, you have taken more holiday than is your accrued entitlement in the holiday year to that date, any excess holiday pay will be deducted from your final pay. This will be based on your actual rate of pay at time of leaving. In the event that you are dismissed for gross misconduct your entitlement to accrued holiday (if any) shall be the fixed amount of £10.

4.2 Holiday year

The standard Manpower year is from 1 February to 31 January. If your assignment has a different holiday year this will appear on your SED.

4.3 Public holidays

If you wish to take any public holiday (or are required under your assignment to take off any public holiday) this must be taken as normal holiday leave as part of your holiday entitlement. [please also see section 4.1.](#)

If you work any public holiday, you will receive your normal rate of pay unless there are special arrangements in place relating to your assignment, or as may be provided for in your SED.



05 Sickness Absence, Pay and Medicals



5.1 Statutory Sick Pay (SSP)

You may be entitled to Statutory Sick Pay (SSP), which is a state scheme liable to taxation and deductions for National Insurance. Whether or not you are entitled to SSP, and the amount to which you are entitled, depends on your average weekly earnings over eight weeks prior to the week of your sickness. If your average weekly earnings are at or above the Lower Earnings Limit (set by the government), you will be entitled to SSP and payment is made by Manpower through your normal pay method. If your average weekly earnings are less than the Lower Earnings Limit, you will not be entitled to SSP and no payment will be made.

It is important that you notify your Manpower manager on the first morning of your absence. Failure to notify Manpower as soon as reasonably possible could jeopardise your entitlement.

To claim SSP you must also follow these procedures:

- If you are unable to work due to illness for three days or fewer, no benefit is payable and no certificate required. The first three 'working' days of any period of absence are known as 'waiting days', and under state regulations SSP is not payable for these days
- For sickness absence of more than three days, you must complete a Manpower Certification of Absence form. These are available from your Manpower manager
- If you are unable to work due to illness for more than a week you must provide Manpower with a medical certificate signed by your Doctor, that states the period for which it is believed you will be unfit for work. You must also complete a Certification of Absence form for each week you are away from work
- If you have not recovered when a certificate expires, you must get another certificate from your doctor and send it to your Manpower manager with the completed Certification of Absence form. Payment of SSP cannot be made without continued medical evidence that you are unfit for work. Failure to follow the above procedure would jeopardise your entitlement to SSP.

Payment of SSP is made on a daily basis, the rate being 1/5 of the weekly rate. Payment is made in respect of specified 'qualifying days' but not for the initial three 'waiting days'.

Your Manpower manager will be able to give you guidance on other details of SSP, including rates applicable at the time.

5.2 Company Sick Pay (CSP)

Manpower operates a scheme which may provide sick pay if you are prevented from working, through sickness or injury. Company Sick Pay (CSP) is non-contributory but taxable and liable to deductions for National Insurance.

The following basic conditions apply:

- Eligibility is dependent upon the assignment at which you are working
- In most cases there is a qualifying period of 130 days worked (about 6 months). When calculating the qualifying period the Company will consider days worked on different assignments
- For weekly paid staff the level of benefit is the difference between SSP and your average weekly earnings, payable on a daily basis with a maximum benefit equal to 1.75 times your SSP entitlement. No CSP is payable for the first three 'waiting days' (as with SSP)
- For monthly paid staff the level of benefit will be up to the difference between SSP and your normal basic pay, payable on a daily basis, but with a maximum benefit equal to 1.75 times your SSP entitlement. There may be waiting days but this will depend upon the assignment at which you are working.

In all cases eligibility ceases when you leave Manpower. If you are entitled to Company Sick Pay, details will be given before the start of your assignment and included on your SED.



5.3 Medicals

Manpower reserves the right to require employees to have a medical examination by an occupational health specialist or independent medical adviser, with any report made by the doctor supplied to the Company. If it is necessary to seek information from your own doctor or specialist this will be done in accordance with the Access to Medical Reports Act. If you want a copy of any report to be sent to your own doctor, the Company can arrange this.

For all applicants wishing to be considered for night work, a Health Assessment Questionnaire is available for you to complete if you would like to confirm your fitness for night work. If there is any health or fitness reason that you believe might affect your ability to carry out night work safely, you must inform your Manpower manager immediately.

5.4 Long-term absence

If you become unable to work for an extended period due to injury or ill-health the Company may decide to terminate your employment. Entitlement to sick pay (whether SSP or CSP) is not a guarantee of continued employment. Such decisions will normally be taken after consultation with the Company's medical advisers and consideration of any implications under the Equality Act, and consultation with you.



06 Other Benefits



6.1 Pensions

In 2012, the Government introduced pension changes (referred to as “Auto-enrolment”) to ensure that all employees make sufficient retirement provision. Manpower has chosen NEST (National Employment Savings Trust) as our workplace pension scheme to meet our employer duties and help you put money aside for your retirement. NEST is a straightforward pension scheme that gives you one retirement pot for life. You will get contributions into your retirement pot from us and extra money from the government through basic rate tax relief, as long as you are making contributions too. This will be paid on the contributions you make and will go directly into your retirement pot.

For some staff, Manpower operates a Stakeholder Pension Scheme, run by AEGON Scottish Equitable. A helpline number can be provided to you via your Manpower manager so that you are able to contact AEGON Scottish Equitable for more information. The scheme is not contracted out of the state pension scheme.

Manpower is not able to provide financial advice so you are encouraged to speak to an independent pensions/financial advisor about the best pension arrangements for you.

6.2 Risk benefits

Personal Accident Insurance

After the qualification period of 130 days worked, you automatically join Manpower’s personal accident insurance scheme, which provides free cover, up to a maximum of £5,000 for disablement whilst working for Manpower. Personal Accident leading to disablement means loss of a limb or any eye. Full details of this scheme, including current levels of benefit, exclusions and activities not covered, and the procedure for claiming under the scheme, are held at Head Office.

6.3 Recruitment bonus

Experience has taught us that many of our best employees join us because they have friends and relatives already working for Manpower. We are always pleased to talk to people like you who might be interested in working for us, so contact your Manpower manager if you would like to introduce someone to our team. We’d be happy to tell you about any current discretionary bonus scheme which might be in place locally.

6.4 Savings related share option scheme

Long serving Manpower employees are able to join the Manpower Save-As-You-Earn Scheme (SAYE). Usually once per year, all eligible employees are invited to join this scheme, which is approved by HM Revenue & Customs (HMRC). It gives the opportunity to participate in a savings scheme with the option to purchase shares in the company on preferential terms at a discounted ‘Option price’ set at the outset, and to sell the shares at a future date. Full details of the scheme are available from Manpower’s Human Resources department or from your Manpower manager.

If you are a member of any SAYE scheme with Manpower and subsequently leave the business before the end of the savings contract, it is your responsibility to cancel any Standing Order Mandate that may have been set up at the beginning of the scheme. Manpower will notify the scheme administrator that your employment has ended. Depending on the circumstances of you leaving you may still be able to exercise your option to buy shares within six months of your leave date. This will be confirmed to you in writing by the SAYE scheme administrator.

6.5 Eye care

See section 12.9.1 of this handbook for further details.

6.6 Staff discounts

Manpower offers you deals and savings on a wide range of lifestyle goods and services. For more details please contact your local branch. Membership of the scheme is available to all Manpower employees on commencement of employment with us.

6.7 Discretionary benefits

All the benefits set out from 6.2 to 6.7 above are non-contractual and provided at the discretion of the Company. The Company may at any time withdraw or suspend or vary the terms upon which such benefits are offered without any need to consult with you in advance or to provide any alternative or pay any compensation.



07 Rules



7.1 Client vehicles

If you are on a driving assignment with Manpower please pay special attention to the Manpower Driving and Logistic Handbook. If you are working with any of the other Manpower divisions, you may be asked occasionally to drive a Client's vehicle.

The driving of vehicles is subject to different Terms and Conditions of Business and formal arrangements must first be made with the Client.

If a Client asks you to drive any kind of vehicle whatsoever, including a fork lift truck, you must contact your Manpower manager immediately so that the necessary steps can be taken. Please explain to the Client that you have to do this.

You must not drive any Client's vehicle until you have been told by your Manpower manager that the necessary arrangements have been made and it has been confirmed that you meet our minimum driving licence requirements.

Any parking fines incurred when driving an authorised vehicle during your employment with Manpower are the responsibility of the driver. Failure to pay any fines within the required timescales could lead to disciplinary action.

If you are driving an authorised vehicle during your employment with Manpower you must report any accidents that you have and any motoring convictions to Manpower. Failure to do this could lead to disciplinary action.

7.2 Manpower company vehicles

If you are provided with an authorised Manpower vehicle as part of your employment, you will be provided with a copy of the Manpower Company Vehicle User Guide. You are responsible for checking the vehicle has sufficient oil and water in accordance with the manufacturer's guidelines, and that any accidents are reported immediately to both your Manpower manager and Lex Accident Management Services.

In addition, during assignments, your driving licence, and any additional certificates/licences must be available to be checked quarterly, in line with Manpower's standard policy.

7.3 Fines and penalties (Driving/Vehicles)

7.3.1 Driving offences

You will be personally liable for any fines or penalties incurred due to driving offences, including parking fines, while using a Client or Company vehicle whether on public roads or private premises. Failure to pay any fines within the required timescales could lead to disciplinary action.

Any fines or penalties that are levied via the Company or fines or penalties which are not paid by you within the required timescale will be deducted from any monies due to you (including expenses, wages or salary) and may be subject to administration charges which will also be deducted from any monies due to you.

Any fine or penalty that is outstanding for more than three months (or at the time you leave Manpower if this is sooner) will be deducted from any payments due to you, including salary or holiday pay. You have agreed to this deduction when signing your SED.

7.3.2 Excess payments for accidents or damage

You may also be liable for any policy excess payment if an accident or damage occurs to a Company or Client vehicle as stated in the Manpower Driving and Logistic Handbook, Company Vehicle User Guide or Client assignment instructions. Any excess that is outstanding for more than three months (or at the time you leave Manpower if this is sooner) will be deducted from any payments due to you, including salary or holiday pay and you have agreed to this when signing your SED.

7.3.3 Loss of driving licence

If driving is an essential part of your job, loss of your driving licence through disqualification or failure to renew if required by law (excluding medical reasons) may be considered gross misconduct resulting in summary dismissal.

7.4 Fuel cards and private mileage

If you are provided with a fuel card by Manpower or a Client for the purposes of using a vehicle on Company or Client business and the same vehicle is available for private use, you will be liable to reimburse the Company (or our Client) for private mileage costs. You may be required to record and produce evidence of your private mileage. The cost of private



mileage will be deducted from expense claims, wages/salary or any other monies owed to you.

7.5 Social Networking Policy

Manpower has developed a policy setting out basic rules regarding computer usage, specifically email, Internet and Intranet use and other electronic communication including SMS text messaging.

1 Introduction

The widespread availability and popularity of social networking sites has, and continues, to grow. These sites and applications include, but are not limited to, Facebook, Bebo, Myspace, Twitter and Youtube.

There are differing views of these sites, from those in favour believing the sites to be a 'fun' and convenient way to remain in touch with friends; business and organisations utilising them to communicate with a massive audience, to others feeling that privacy can be invaded.

2 Scope and purpose of the Manpower Social Networking Policy

This policy is applicable to all Manpower employees, and is in place to protect the interests of all employees, our organisation, our Clients and Client's employees.

The policy applies, but is not limited to: creation of, or participation in 'groups'; posting of pictures or messages; downloading videos; posting comments.

In addition to 'social' networking sites, this policy should also be read in the context of business networking sites, such as LinkedIn, therefore the principles contained within this policy apply in exactly the same way in a business as well as social context, and will be dealt with in accordance with the policy.

3 Social Networking Policy

Access to all social networking sites and applications is strictly prohibited on all Manpower equipment in the branch network, on site and Client locations, at head office, satellite locations and on Manpower laptop and blackberry devices. Only those employees who have been granted access to LinkedIn or other professional sites for business purposes form an exception to this policy. Such exceptions will have been granted with Board Director approval.

Some Client sites permit use of social networking sites however this will never be on Manpower equipment. If working on assignment at a Client location you should ensure you are provided with a copy of the appropriate IT acceptable use policy in conjunction with written confirmation from the relevant Client that accessing social networking sites is permitted. In the absence of a written policy or written consent it is to be assumed social networking sites or similar can not and should not be accessed.

Where access is permitted it is your responsibility to ensure that such websites are only accessed during permitted times. This will never be during working hours but may be during lunch or other breaks and does not include occasions where work is quiet (for example weekends and evening shifts/night shifts).

Where access is permitted you must not download any content to the equipment being used as this exposes the system to viruses and other potentially damaging software.

If using any 'networking' site it is your responsibility to ensure any content, images, videos, 'posts' or messages are appropriate and that the dignity and privacy of all employees is respected at all times. It is important to remember that what may not be offensive to one person may be to another. Equally it is important that the confidentiality of Manpower and that of our Clients is respected and protected at all times.

Extreme care must be exercised and no content should be posted (including joining groups) that is, amounts to, or could be perceived as:

- Discriminatory
- Victimisation, bullying and harassment
- Invasion of privacy and breach of the Data Protection Act or Manpower Data Privacy policy
- Breach of a confidentiality agreement
- Defamation or libel
- Copyright or Trade Mark infringement.

If an employee becomes aware of any content that is or may be deemed inappropriate this should be reported to a



Manpower manager immediately.

It is important to note that whilst employees may access such sites in their own time, whilst at home or on personally owned mobile phones, any content, postings or defamatory comments relating to employment with Manpower will be in breach of this policy, and the appropriate action will be taken.

4 Enforcement and regulation

Where access to social networking sites is permitted on a Client's premises, Manpower and our Clients reserve the right to monitor and audit access and content posted. Any breach of this policy could lead to formal action being taken including removal of offending material and access to sites, removal from assignment and instigation of the Manpower disciplinary process.

It is also important to note when joining social networking sites individuals are required to indemnify the site host. This means in the event legal action is taken against the site, for example defamation, breaches of privacy and copyright infringement, the costs of defending such action (or settlements reached and damages) are passed to the individual(s) concerned. In the event of any such breach or infringement Manpower would take immediate preventative and legal action and cooperate with any Client seeking to do the same.

5 Related policies and documentation

This policy should be read in conjunction with the following which can be found in the relevant Operational or Employee Handbook, or provided by your Manpower manager:

- Dignity at Work Policy
- Equal Opportunities Policy
- IT Acceptable use Policy
- Confidentiality Agreements in Place
- Harassment Policy
- Disciplinary Process.

When assigned to Clients and using Client systems any Client specific rules and policies must be followed but Manpower's policy will represent a level of minimum standards for all staff and contravention of these standards will leave field staff liable to disciplinary action up to and including dismissal in serious cases.

In particular, employees are prohibited from accessing Internet sites that display explicit or offensive material (including, but not limited to, 'pornographic' material) and from sending (including forwarding) explicit or offensive emails or other correspondence.

7.6 Monitoring

The Company and its Clients undertake regular monitoring of all equipment in line with the Regulation of Investigatory Powers Act and the Lawful Business Practice Regulations. This equipment includes but is not limited to, PCs, desktops, laptops, telephones and voicemail. Any misuse of such facilities will be viewed very seriously and any employee found to be misusing Company or Client equipment will be disciplined in line with the Company's disciplinary procedure.

Manpower reserves the right to audit any of its systems, databases and accompanying or peripheral files at any time. Any personal material or activity contained therein (e.g. all emails) may therefore be subject to inspection.

7.7 Company/Client equipment

During your assignment you may be supplied with Company or Client equipment, for example a PC, mobile phone or tools. These items are your responsibility for the duration of the assignment and must be returned in good order at the end of the assignment.

All equipment belonging to Clients should be used for business approved purposes only. Misuse of any equipment supplied to you may result in removal from an assignment, in addition to disciplinary action being taken.

In some circumstances there may be a charge for equipment, including Personal Protective Equipment. **please also see section 12.7.** if it is returned damaged or unusable or if you leave within a short period after its issue to you. Such charges will be deducted from monies owing to you and if this applies to you it will be included on your SED.



7.8 Client rules and regulations

You are required to comply with any rules, regulations, policies, procedures and practices that are specified by any Client for whom you are working during an assignment. Failure to do so may result in disciplinary action being taken against you.

7.9 Health and safety

In addition to section 12 detailing your Health and Safety responsibilities, you will be expected to follow any Client specific rules and guidelines in Health and Safety related issues.

7.10 Dress code and personal appearance

You should present yourself for work in clothes that are smart, clean and tidy as expected for business standards and appropriate to the type of assignment you are undertaking. Some Clients may require specific dress standards or uniform to be worn for an assignment.

You will also be expected to follow any Client specific rules and guidelines relating to personal appearance, for example concerning visible body piercing.

7.11 Alcohol and drugs

Employees are expected to present themselves at work in a fit condition and anyone found to be under the influence of alcohol or drugs such that they are a safety risk or unable to adequately perform their normal work will be subject to disciplinary action including, where appropriate, dismissal.

Manpower and its Clients reserve the right, where appropriate, to conduct alcohol and/or drug testing of employees and to deny employees access to, or remove them from, premises if such tests are positive. Any employee so excluded from work would not be paid while excluded.

7.12 Loss, damage, negligence or other costs incurred

Employees will be held liable for any loss or damage to Company or Client equipment whether caused deliberately or by reason of their reckless or negligent behaviour. Unauthorised use of phone systems or automated communications which results in loss or excessive cost to the Company or its Clients will be included in this category. The Company is entitled to make deductions from payments owing to staff in respect of any such loss, damage or other costs incurred as a result of any dishonesty, negligence or breach of Company or Client rules or procedures by you.



08 Termination



8.1 End of assignment or termination of employment

Because of the nature of working with Manpower it is important to understand that there is a difference between your assignment with a Client being terminated and your employment with Manpower being terminated. An assignment ending does not mean your employment has come to an end unless there is a fair reason for us to bring your employment to an end under the Employment Rights Act, which will be explained to you. You will be advised by your Manpower manager which situation applies and only a Manpower manager (not a Client manager) can terminate your employment. Many assignments can be ended with no notice by the Client and your Manpower manager will advise you what happens next. Some assignments may have specific notice periods before they can be ended (by either party) and this will be included on your SED.

8.2 Notice to terminate employment

Statutory notice periods will apply unless you are advised of different arrangements on your SED. This means the Company may terminate your employment by giving notice as follows:

- After four weeks' and up to two years' continuous service – one week's notice.
- After two years' continuous service – one week for each completed year of service up to a maximum of 12 weeks' notice.

In the event of a serious breach of the disciplinary rules, the Company may terminate your employment summarily (without notice).

After four weeks' continuous service you are required to give the Company at least one week's notice before you cease to be available for work. This may be waived in exceptional circumstances.

8.3 Assignment comes to an end

If your current assignment comes to an end Manpower will discuss with you other opportunities and try to find suitable work for you.

As an employment services company Manpower is in the business of providing flexible employment opportunities for our employees.

When your individual assignment ends our primary objective is to find you an alternative assignment and therefore we do not ordinarily consider redundancy as an immediate option. As a result of the layoff and short time provisions outlined in the Employment Rights Act you may, after a period of time defined by the Act, become eligible to claim a redundancy payment. Where such circumstances arise, Manpower may make redundancy payments in line with the approved statutory scale provided you had worked for us for at least two years and no other suitable work is available.

In cases where a major Client assignment ends which has implications for all staff working on that contract Manpower will continue to seek alternative employment opportunities for you where possible.

We will explore all potential options but in the event that no suitable opportunities can be found, this may lead to notice being given and termination payments being made, where applicable.

8.4 Failure to maintain contact with Manpower

If your assignment ends or you are absent from work for an extended period (other than for reasons of sickness) you have a duty to keep the Company informed of your continued availability for work with Manpower. If you do not contact your Manpower manager for a period of at least three weeks, we may assume you no longer wish the Company to find you work. In this case we may write to you to confirm your intentions and if we do so and you confirm you no longer wish to work for Manpower or you fail to respond within 14 days (two calendar weeks) we shall accept this as your resignation and forward your P45 in the event that you commenced a first assignment to the last address you gave us.

8.5 On leaving

Your P45 will be sent to the last address you gave us, unless you have given any different instructions. If you are moving to a new location please make sure that you give us a forwarding address. If you need references for prospective employers, you should ask them to write directly to the Manpower location where you last worked.

09 Family-Friendly Arrangements



9.1 Maternity

As a Manpower employee you are entitled to receive maternity benefits in accordance with your statutory entitlements. All pregnant employees are entitled to a minimum of 26 weeks' 'ordinary' maternity leave (OML) and 26 weeks additional maternity leave (AML) regardless of length of service and, if eligible, Statutory Maternity Pay (SMP).

To be eligible for SMP, pregnant employees must meet the following conditions:

- You must have been continuously employed for at least 26 weeks by the qualifying week. The qualifying week is the 15th week before the baby is due
- Your average weekly earnings over the eight weeks ending with the qualifying week must not be less than the lower earnings limit (your Manpower manager will advise you of the current limit)
- You must notify your Manpower manager, in writing in the qualifying week, when you intend to stop work due to pregnancy
- You must give to your Manpower manager medical evidence of the date your baby is due. This can be obtained from your doctor on form Mat B1
- Finally, you must actually stop work – you cannot receive SMP and wages at the same time.

Your Manpower manager will advise you about your right of return to work, including the date on which you must return.

Employees are also entitled to 'additional' maternity leave of 26 weeks which will begin automatically the day after your 'ordinary' maternity leave ends.

Additional maternity leave will be unpaid and although the contract of employment will remain in force, no benefits will accrue.

You are also entitled to paid time off to go to ante-natal care if you are working on a Manpower assignment at the time. There are certain obvious qualifications for this: you must be pregnant; an appointment must have been made by a qualified doctor, midwife or health visitor; it must be at a properly recognised ante-natal clinic or equivalent.

Please ask your Manpower manager for any other details.

9.2 Paternity leave

Paternity leave is available to the father of a newly born child provided he has responsibility for the child's upbringing. Eligible employees will be able to take either one week or two consecutive weeks' paternity leave (not odd days) in the eight weeks following the birth of the child; this leave will be paid at a flat rate set by the government. To be eligible employees must meet the following conditions:

- You must have been continuously employed for at least 26 weeks by the qualifying week. The qualifying week is the 15th week before the baby is due
- Your average weekly earnings over the eight weeks ending with the qualifying week must not be less than the lower earnings limit (your Manpower manager will advise you of the current limit)
- You must notify your Manpower manager, in writing in the qualifying week, when the baby is due, when you wish to take your paternity leave and how much leave you want to take
- You must give to your Manpower manager a self-certificate which has been designed for the purpose.

9.3 Time off for emergencies involving dependants

All employees are entitled to take reasonable time off during working hours to deal with an unexpected or sudden problem involving their dependants. This is a statutory right and any such time off will be unpaid.

9.4 Parental leave

Manpower employees with at least one year's continuous service are entitled to take parental leave in respect of all children under the age of 5. A total number of 18 weeks' parental leave may be taken in the child's first 5 years, but not more than four weeks in any one year. All parental leave under this scheme is unpaid and at least 21 days' notice of intention to take leave must be given.

There are slightly different rules for children with a disability, or in the case of the adoption of a child. For further details please speak to your Manpower manager.

9.5 Adoptive leave

Adoptive leave is available to individuals who adopt a child or one partner when a couple adopts provided the employee has at least 26 weeks' continuous service by the week in which they are notified of being matched with a child for adoption.

Please refer to your Manpower manager for further details.

9.6 Flexible working

Manpower, by the nature of its operation, offers various forms of flexible working but also has to take into consideration the needs of its Clients. All staff may apply, in writing, to temporarily or permanently vary their manner of working, in terms of total hours per week or at what times those hours are worked and Manpower will consider such requests, in conjunction with its Client where appropriate, and respond within four weeks. This is not a contractual right.



10 Equal Opportunities

10



10.1 General policy

Equal opportunity is about good employment practices and efficient use of employees. It is in the Company's best interests, and those of all who work in it, to ensure that the human resources, talents and skills available throughout the community are considered when employment opportunities arise.

As part of our commitment to the highest standard of employment practices, we have an equal opportunities policy that is designed to ensure selection based only on qualifications, merit and experience. In monitoring our policy we plan to develop a workforce that reflects the diversity of the UK population.

We will offer employment opportunities to people regardless of sex, marital status, sexual orientation, age or disability or on the grounds of race, colour, religion or belief or national origin. We will not discriminate on any of these grounds, directly or indirectly, during the recruitment process or at any stage of employment. We will ensure that every work assignment is open equally to those who demonstrate the required skills and abilities and that decisions are based solely on objective and job related criteria, by not discriminating when advertising, selecting employees, offering training promotion or career management, or providing benefits and services. We will continually examine and review existing procedures relating to these areas.

Direct discrimination may occur where a person is treated less favourably because of race, ethnic or national origin, age, sex, sexual orientation, disability, religious or (in Northern Ireland) political beliefs.

Indirect discrimination may occur where an apparently neutral provision, criterion, practice or policy which is applied to persons of both sexes or any sexual orientation, all racial, ethnic or religious groups, or with or without disability cannot be as easily satisfied or complied with by persons of a particular type or group, or where there is a risk that it may operate to the disadvantage of such persons, unless it can be justified by objective factors unrelated to sex, age, sexual orientation, race, religion or other belief or disability.

To further our commitment to equality of opportunity Manpower has adopted the Codes of Practice that have been established under statutory authority to help companies ensure they are pursuing best practice in employment. Manpower adheres to these Codes in its policies and practices. The Codes give practical guidelines to employers in order to help them implement policies to eliminate discrimination and enhance equality of opportunity.

Every employee has personal responsibility for the implementation of this policy. The Board will review this policy, and other policies that interact with it, at least annually.

We will provide training and guidance for key decision-makers such as managers and those involved in human resources and management practices.

The policy also applies equally to the treatment of customers, Clients and members of the public.

You may use the grievance procedure to complain about discriminatory conduct. If the matter relates to harassment on the grounds of sex, sexual orientation, age, race, religion or belief or disability there is a specific procedure to follow should you wish to raise a formal complaint. [please also refer to section 13.](#)

The Equal Opportunities Policy and Codes of Practice are guidelines only and do not form part of your Contract of Employment.

10.2 Disability

As part of this policy, our practice is to ensure that we are able to offer employment opportunities to skilled and qualified people with disabilities. This includes making a positive effort to ensure that we do not unintentionally discriminate against disabled people, to question assumptions about disability and to communicate relevant facts regarding disability to our Client organisations. It may also include making reasonable adjustments to allow for someone's disability.

Employees who have a disability or become disabled during the course of their employment should inform the Company, and may also wish to advise the Company of any reasonable adjustments to their employment or working conditions which they consider to be necessary, or which they consider would assist them in the performance of their duties. Careful consideration will be given to such proposals and, where reasonable and reasonably practicable, such adjustments will be made. There may however be circumstances where it will not be reasonable or reasonably practicable and where less favourable treatment may be justified in accordance with the statutory provisions.



10.3 Diversity

As an employer Manpower is committed to valuing and promoting diversity in all areas of recruitment, employment, training and promotion. We will look towards an environment where all members of staff can develop their full potential, irrespective of their race, gender, marital status, age, disability, religious or other equivalent belief, political opinion or sexual orientation.

10.4 Monitoring

Manpower maintains records of the age, race, gender, marital status, sexual orientation, religion and belief and disability of applicants and existing employees. All records are monitored to establish any patterns of misrepresentation and are fully investigated to eliminate any discriminatory practices. Employees and job applicants will be asked to complete a form denoting their sex, sexual orientation, marital status, ethnic origin, religion and belief and disabilities. The Company guarantees that this information will only be used for the purposes of monitoring the effectiveness of its equal opportunities policy.

10.5 Dignity at Work Policy

This policy statement reinforces Manpower's commitment to good employment practice. The overall aim is to positively encourage and promote a working environment where employees are treated with dignity and respect. Everyone must recognise, acknowledge and value differences in all people, and treat others with consideration and courtesy. In addition we must not belittle or exclude people for any reason.

All employees are entitled:

- To be treated with dignity, respect and courtesy
- To a workplace free from bullying, harassment or victimisation
- To experience no form of discrimination
- To be valued for their skills and abilities.

This policy provides procedures to deal with any problems that may arise and prevent their recurrence.

Manpower will always investigate any complaint immediately, confidentially, sensitively and without prejudice. Implementation and a proactive approach to the promotion of the policy is the duty of every employee.

Examples of behaviour that will not be tolerated within Manpower:

Any form of bullying, harassment, victimisation or inappropriate behaviour will not be tolerated. Inappropriate behaviour can be verbal, written or physical.

Not treating individuals with dignity doesn't just have to be through face-to-face meetings. Written communications, phone calls and messages can all demonstrate an individual's failure to treat colleagues with dignity at work, particularly when these actions are targeted at one individual or a specific group of individuals. Some examples of inappropriate behaviour are:

- Publication of posters/screensavers which may cause offence to others
- Jokes and banter in the workplace, which could be deemed to cause offence to an individual or group of persons.
- Inappropriate negative references to an individual's race, sex, age, religion, disability or sexual orientation
- Foul language
- Comments of any nature which are either designed to offend or could reasonably be considered as having the effect of causing offence.

Encouraging an employee to perform against reasonable objectives in order to manage their performance is not harassment.

Making a complaint:

If any employee wishes to make a complaint, they should refer to Manpower's Harassment and Grievance policies outlined in the Manpower staff handbook. Upon review of these policies the employee will be given the opportunity to confirm which process they would like the complaint to be handled under.

A complaint can be made verbally as well as in a written format. In situations where a manager is made aware of unacceptable behaviour but where the employee does not wish to make a formal complaint, the manager will endeavour to correct the behaviour without alerting those involved of the employee's identity.



There may be occasions however when an employee chooses not to make a formal complaint but the behaviour brought to Manpower's attention is so concerning that Manpower must take formal action.

Where such instances occur Manpower will endeavour to investigate and resolve any issues as soon as it can.

The reason why such action may be taken is because Dignity at Work is about dignity for everyone. Whilst not all employees subjected to inappropriate behaviour may wish to make a formal complaint, Manpower wants to ensure all our employees are able to work in an environment which is free from ridicule and behaviour which could leave employees feeling mistreated.

Manpower will take all reasonable steps and actions within its power to address a complaint thoroughly, impartially and with a focus on arriving at the right decision.

Investigations into a complaint will take no longer than is absolutely necessary in order to ensure all issues have been thoroughly considered. In certain circumstances and in more complex cases investigations may take some time, and longer than originally anticipated. Manpower will endeavour to keep employees updated on the progress of an investigation and anticipated timescales for resolution.

Throughout any complaint the employee will receive impartial support from Manpower.

Consequences of failing to treat others with dignity in the workplace:

Following the conclusion of a full and thorough investigation into a complaint, any employee deemed to be actively displaying or condoning conduct which contradicts Manpower's Dignity at Work Policy, may have their behaviour reviewed through the company's disciplinary process, which could lead to a sanction up to and including dismissal.



11 Harassment



11.1 Harassment policy

Manpower deplores all forms of harassment – sexual, racial, on the grounds of age, religious or related to disability, or general bullying or intimidation – and seeks to ensure that the working environment is sympathetic to its employees. We will always investigate any complaint of harassment immediately, sensitively and without prejudice and we encourage our employees to speak to their Manpower manager immediately in the event of a problem of this nature. The following procedure covers types of behaviour that are unacceptable and provides employees who believe they are the victims of harassment with a means of redress. Implementation of the policy is the duty of all managers.

Harassment at work related to sex, sexual orientation, age, race, religion or belief or disability is unlawful, and both the Company and the harasser may be held liable for such unlawful actions, and be required to pay damages. Intentional harassment is also a criminal offence punishable by imprisonment or a fine.

Harassment can reduce the effectiveness of the Company by creating a threatening environment, and by increasing absence and staff turnover. All employees have the right to work in an environment free from age, sexual, racial or religious intimidation, unfair treatment as a result of disability, or bullying or intimidation for any reason.

11.2 Examples of harassment

Harassment takes many forms, from relatively mild ‘banter’ to abuse or actual physical violence: it is unwanted behaviour by one employee to another. Employees may not always realise that their behaviour constitutes harassment but they must recognise that what is acceptable to one person may not be acceptable to another.

Any employee who harasses any other employee on the grounds of sex, sexual orientation, age, race, disability or religion or belief will be subject to the Company’s disciplinary procedure. In serious cases, such behaviour may be gross misconduct and as such may result in summary dismissal.

Examples of harassment include:

- a) insensitive jokes and pranks
- b) lewd or insensitive comments about appearance or disability or customs.
- c) unnecessary body contact
- d) displays of abusive writing and pictures or racially or sexually offensive material, e.g. pin-ups
- e) requests for sexual favours
- f) speculation about a person’s private life or sexual activities
- g) threatened or actual violence, whether sexual or otherwise
- h) actual or threatened dismissal, loss of promotion, etc. for refusal of sexual favours
- i) actual or threatened dismissal, loss of promotion, etc. due to sex, sexual orientation, age, race, religion or belief or disablement
- j) deliberate exclusion from conversations
- k) abusive, threatening or insulting words and behaviour.

The examples above are not exhaustive. Some items are obvious examples of gross misconduct likely to lead to summary dismissal, but other items may constitute gross misconduct depending on the circumstances of the case in question.

The environment

Manpower does not permit the display of material, which may be offensive, e.g. pin-ups and posters, and will if necessary ensure that workplaces are inspected and offending material removed.

All new employees will be informed of the Company’s policy towards harassment, and it will be stressed that all complaints of harassment of any kind will be treated very seriously. Manpower expects all managers to ensure that this policy is adhered to at all times.

The Company recognises the sensitive nature of complaints of harassment, particularly sexual, racial or religious harassment. Any employee who wishes to discuss such a complaint in confidence and who does not wish to first approach their Manpower manager may contact a Senior manager.



11.3 Informal remedy

Employees who are victims of harassment are advised to make it clear to their harasser(s) that the behaviour is unacceptable and must stop. If an employee is unable to do this verbally then a written request explaining the distress that the behaviour is causing given to the harasser(s) may be an effective alternative. An employee who believes he or she is being harassed may wish to consult a manager before taking such action, but this is by no means obligatory.

11.4 Formal procedure

Where informal methods fail, or serious harassment occurs, or if the employee who is or has been the victim of harassment feels uncomfortable about approaching the harasser(s) directly in any form, the employee may choose to bring a formal complaint.

This section sets out guidelines on the procedure the Company should follow concerning a complaint of harassment.

11.4.1 The complaint should be made in writing and, where possible, state:

- The name of the alleged harasser
- The nature of the harassment
- Dates and times when harassment occurred
- Names of any witnesses to any incidents of harassment
- Any action already taken by the complainant to stop the harassment. The complaint should be given or sent, in confidence, to your Manpower manager or Manpower's Customer Services Manager, c/o the Human Resources Department at the Corporate Centre, Capital Court, Windsor Street, Uxbridge UB8 1AB.

11.4.2 Once a complaint of harassment has been received, action will be taken immediately to separate the alleged harasser from the complainant; this may involve temporary transfer of the alleged harasser to another department, or suspension until the complaint has been resolved.

11.4.3 A Manpower manager (not a Manpower consultant) must deal with allegations of harassment of any type. The Manpower manager handling the complaint will carry out a thorough investigation as quickly as possible, maintaining confidentiality at all times. All employees involved in the investigation are expected to respect the need for confidentiality; failure to do so will itself be considered a disciplinary offence.

11.4.4 Copies of statements made by witnesses may be made available to the alleged harasser and the complainant. Witnesses will be encouraged to appear at the complaint hearing if requested by either party. It is acknowledged that some witnesses may be reluctant to do so. In these circumstances the manager will, if necessary, adjourn the hearing to ask supplementary questions of witnesses in private.

11.4.5 The complainant may, if he or she wishes, be supported throughout the procedure and hearing by a colleague or a union representative of his or her choice, or may request that an impartial manager provide such support. The nature of our business and the resulting geographical fragmentation means that practicality and the need for timely action must be taken into account in this regard, and indeed throughout the process.

11.4.6 The employee accused of harassment will also have the right to be accompanied by a colleague or a union representative at the hearing. Where the manager concludes that harassment has taken place, he or she will ensure that the alleged harasser has every opportunity to defend or explain his or her actions, in accordance with the Company's disciplinary procedure.

11.4.7 The severity of the penalty imposed upon an employee guilty of harassment will be consistent with those detailed in the disciplinary procedure (e.g. serious harassment may be treated as gross misconduct and would normally result in summary dismissal).

Where a lesser penalty is appropriate (e.g. a written warning) this may be coupled with action to ensure that the victim is able to continue working without embarrassment or anxiety. After discussion with the victim, the manager may order a transfer of the harasser to a different work area, or arrange the amendment of working practices to minimise contact between the two employees. If the victim so wishes his or her own transfer will be arranged, subject to practical limitations. The result of the hearing should be confirmed in writing to both employees.



- 11.4.8 If the complainant is not satisfied about the way his or her complaint had been handled, he or she may ask for it to be reconsidered by a Senior manager who has not previously been involved. Requests for reconsideration of the complaint should be made within five working days of the outcome of the first hearing. The decision of this second hearing will be made known to both parties and will be final.
- 11.4.9 An employee who receives a warning or is dismissed for any form of harassment may appeal against the penalty in accordance with the Company's disciplinary appeals procedure.
- 11.4.10 An employee who brings a complaint of any form of harassment will not suffer victimisation for having brought the complaint. However if the complaint is untrue and has been brought in bad faith (e.g. through malicious intent), disciplinary action may be taken against the complainant. The Company's harassment policy and procedure set out under this section do not form part of your Contract of Employment and are intended as guidelines only.



12 Health and Safety



12.1 Compliance

Please read this section carefully and make sure that you fully understand it and the arrangements for seeing that it is effectively implemented.

You are required to comply fully with this section at all times and with all relevant Health and Safety Legislation, whether working in a Manpower office or on the premises of a Client. Rules about other Health and Safety issues will be made known to you from time to time, as they become relevant to your assignment. You will also be required to follow any health and safety procedures of the Client with whom you are working.

Remember that compliance with safety rules is in your own interest, as well as that of people who may be affected by your actions.

If you have any doubts or feel you need further guidance, do not hesitate to seek the help of your Manpower manager or the Client's Health and Safety representative.

12.2 Manpower Health and Safety statement

It is Manpower's policy to take all reasonably practicable steps to ensure the health, safety and welfare of its employees whilst at work, and to ensure that persons not in its employment, who may thereby be affected, are also not exposed to risks to their Health and Safety.

To enable us to meet our responsibility for Health and Safety at work it is the duty of every Manpower employee to co-operate with us and our Clients in every respect pertaining to Health and Safety at work.

It is the duty of all employees to conform to the Company's policy and procedures and to accept and carry out their responsibilities.

This policy extends to:

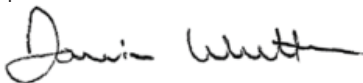
- The prevention of all injuries and damage to health
- The promotion of occupational health and hygiene
- The control of all risks that may cause damage to property or equipment
- The investigation of 'near miss' incidents
- Fire prevention and fire control.

All employees with specific responsibilities for Health and Safety must ensure that these responsibilities are adequately delegated in their absence.

Statutory obligations are to be complied with at all times, but this in itself is not enough. All employees must contribute towards maintaining the safety of work areas. All systems of work must be regularly reviewed to ensure that these do not give rise to any significant risk.

Specific arrangements and procedures will be notified to employees as appropriate, e.g. for the reporting of accidents, emergency evacuation.

The Manpower Board of Directors gives full backing to this statement and will support everyone responsible for its implementation.



Signed: Damian Whitham, Commercial Director

Dated: October 2016

The following is an abridged version of Manpower's full Health and Safety guidance and further details are available from your Manpower manager.

12.3 Manpower General Policy

The general policy with respect to health and safety at work, and the arrangements for carrying out the policy shall be brought to the notice of Manpower employees via a number of methods including but not limited to the company intranet, employee handbooks and specified training.

The policy is subject to periodic review by the Head of Commercial Management and shall be revised in line with changes in the Company and/or any applicable legislation.

Any employee who wishes to raise a matter concerning Health and Safety should first contact their Manpower manager.

12.4 General rules for employees

1. At the beginning of each assignment you must familiarise yourself with, and conform to, the Client's Health and Safety Procedure, undergoing training where necessary
2. At all times, you must comply with all instructions given by the Client's Safety Officer and others with a responsibility for Health and Safety
3. You must obey the Client's safety rules at all times, and take reasonable care for your own safety
4. You must not take any action where you work, which might endanger the Health and Safety of yourself or any other person
5. Where required by legislation, or by the Client, you will be supplied with and must wear/use appropriate safety clothing or equipment
6. All accidents, damage, unsafe practices and unsafe workplaces must be reported without delay to both the appropriate Client representative and your Manpower manager, whether people are injured or not
7. You must bring to the Company's attention any health condition that you believe may have been caused or aggravated by a work activity
8. You must report any health condition that you have, or that you develop, (whether or not it is work-related) that may put you at particular risk from a work activity
9. You should be aware of the dangers which may arise from excessive working hours, and the importance of adequate rest breaks. You must bring to the attention of your Manpower manager any requests to work excessive hours or if inadequate rest breaks are provided.

12.5 Work arrangements

Before beginning your first assignment you will be briefed on the Company's Health and Safety Policy and your personal responsibilities, by your Manpower manager.

You will be given the name of the Client's Safety Officer, or the person responsible for briefing you on Health and Safety, at the start of each assignment.

Before each assignment, you will be advised by your Manpower manager and a Client representative of known Health and Safety rules relating to the work you will be doing.

The Company recognises its responsibility to ensure your safety, and to ensure that you are not asked to do work exposing you to unacceptable risk. Any work activity that you believe to present a significant risk must be reported to the designated Client representative responsible for safety matters and your Manpower manager.

12.6 Personal Protective Equipment (PPE)

Where protective clothing or safety equipment is required, you will be advised accordingly and supplies will be made available for your use. Information on the correct handling, storage, maintenance, replacement and use of this equipment will be made available before or at the start of the assignment.

- The items provided are for use on your assignment
- You must wear/use all PPE at all times when working on assignment and in line with the client Health and Safety Policy
- Items provided are your responsibility and you must keep them in good condition
- You must use all items of PPE in line with Manufacturer's instructions; if you are unclear you must seek clarification from Manpower and/or the Client
- In the event that your assignment comes to an end you must return all items provided to you



- In the event any items need replacing due to loss or damage as a result of improper use or care the cost of replacing the items may be deducted from your pay
- In the event that you do not return items when requested to do so, that items are damaged due to improper use or care, the cost of replacing items will be deducted from your pay.

12.7 Accident reporting

In cases of accident or injury, or a near miss that could have resulted in an accident, you must notify both the Client representative and your Manpower manager immediately. Accident or injury details will need to be confirmed in writing and entered in Manpower's accident recording system.

The following information should be noted:

- a) Your personal details
- b) Time, date and location of the accident or injury
- c) What you were doing at the time of the accident
- d) Description of the injury and how it occurred
- e) Details of treatment
- f) Details of witnesses to the accident or injury.

In the event of an injury, disease or dangerous occurrence, the Manpower manager is responsible for ensuring that Manpower Corporate Services are informed.

12.8 Safety in manual handling operations

Our policy is intended to reduce the risk of manual handling injuries and to provide guidance on the measures that should be taken to ensure safe lifting and carrying at work.

Where an assessment of any manual handling activities has been carried out by a competent person; risks that are identified will be reduced to the lowest level reasonably practicable.

Staff must ensure that they comply with the following requirements:

- a) Report to your Manpower manager any (health) conditions that may be detrimentally affected by the manual handling activity.

These will be treated in confidence.

- b) Comply with all instructions and training provided in safe manual handling activities
- c) Never put your own health and safety at risk when carrying out manual handling activities
- d) Use equipment that has been provided to minimise manual handling activities
- e) Report any problems relating to the activity to your Manpower manager and the Client's Health and Safety representative
- f) If you become pregnant during your employment with Manpower it is important to let your Manpower manager know, so that they can liaise with the Client to ensure that a Risk Assessment can be carried out of your work and potential hazards identified.

12.9 Safe use of display screen equipment

It is the policy of the Company to take all reasonable steps to secure the Health and Safety of employees who work with display screen equipment (also known as 'DSE', visual display units or 'VDUs'). Since Health and Safety hazards may arise from inappropriate use of this equipment, it is our objective to ensure that any risks are reduced to a minimum.

Where an assessment of the workstation has been carried out by a competent person, risks that are identified will be reduced to the lowest level reasonably practicable.

Where a problem arises in the use of display screen equipment you must always inform both Manpower and the Client's Health and Safety Representative immediately.

12.9.1 VDUs and eyes

Manpower employees are eligible for an eyesight test paid for by Manpower, where the use of a VDU forms part of your



job role. If as a result of the eye test, corrective lenses are prescribed specifically for VDU work, Manpower will contribute to the cost of the necessary eyewear.

Manpower has preferential arrangements with a leading high street chain of opticians ('the nominated provider') and wherever possible staff should use the nominated provider for both the eye-test and any resulting eyewear. If there is not a convenient branch of the nominated provider in your locality Manpower will pay for an equivalent test and, if necessary, eyewear from an alternative optician.

Manpower will contribute an agreed amount towards the basic frame range. Further details are available from your Manpower manager.

12.10 Safe driving guidance

This guidance is for drivers of Manpower leased cars, cash for car allowance cars, and privately owned vehicles, driving in the course of day to day business on behalf of Manpower, and Client-fleet vehicles provided by Manpower.

The guidance addresses the following areas and sets out your responsibilities:

Vehicle usage

- Carry out pre-use checks (lights, brakes, wipers, tyres etc)
- Ensure your vehicle is regularly serviced (eg every 10,000 miles or in accordance with vehicle handbook)
- Ensure seat and head restraint are adjusted correctly before you drive.

Driver

During assignments your licence, and any additional certificates/licences must be available to be checked quarterly, along with valid business insurance (as required).

- Prescription medication that may affect driving ability to be declared to your Manpower manager
- Any 'DVLA notifiable medical condition' to be declared to your Manpower manager.

Daily driving (hours)

- Recommended driving period of 2 1/2 hours before a 15 minute rest period should be taken
- Rest periods from driving to be taken with due consideration for the driving conditions e.g. poor weather, early morning/late night driving
- Car journeys not to be started without due consideration in the event of being jet lagged or otherwise tired
- Scheduling of meetings to take into account driving distances and journey times with due allowance for delays.

Accidents

Any serious motoring accident involving a Manpower employee (whether using their own or a company provided vehicle) driving on Manpower related business, may be rigorously investigated by the Health and Safety Executive (HSE) in the same manner as a workplace accident. It is therefore essential that all employees driving on Manpower business ensure that:

- the car is in a roadworthy condition
- they hold the correct and current insurance cover
- they follow any risk assessment written for the task they are performing
- they ensure that they do not drive for excessive periods without rest
- All driving accidents whilst at work must be notified to both your Manpower manager and the Client's Health and Safety Representative immediately.

Hands-free communication

- Using hand held phones whilst driving is illegal. Be aware that even with a hands-free system receiving or making calls can be distracting.

Storage and transportation

- For safety reasons items should not be carried on back seats but as far as possible stowed in the boot.

Always follow the advice in the Highway Code.



13 Grievances

13



13.1 Grievance procedure

Manpower aims to resolve an individual's grievance fairly, promptly and at the earliest possible stage whilst maintaining constructive working relationships. Manpower always aims to prevent grievances or disputes arising by encouraging a relationship between Manpower consultants, managers and employees that allows the full discussion of any problem the moment it arises.

Your Manpower consultant or manager will make every effort to give you full and correct answers to any problems **and it is always to Manpower and not the Client that you should refer.**

If matters cannot be resolved informally either through your Manpower consultant or manager or their more Senior manager the procedure set out below should be followed. This procedure provides guidelines only and does not form part of your contract of employment.

Throughout any stage of the grievance procedure you have the right to be accompanied by another Manpower employee or trade union official of your choice.

Stage 1

If you have a grievance related to your employment you should discuss the matter with your Manpower consultant or manager.

Stage 2

If you do not consider the grievance has been satisfactorily resolved after your Manpower consultant or manager has notified you of his/her response, you should submit the matter in writing to the next level of management – normally their Manpower manager – within five working days of receipt of your Manpower consultant's or manager's response. A formal grievance meeting will be arranged which you must make all reasonable steps to attend. Following this meeting the Manpower manager will confirm the outcome in writing within a timescale that will be notified to you at the grievance meeting.

Stage 3

If the grievance is not resolved at stage 2, you may refer the matter in writing to the next level of Manpower management responsible for your area within five working days of receipt of the stage 2 decision.

A Manpower manager who has not previously been involved will then be asked to conduct a thorough investigation, including a hearing if appropriate. A decision will be made after consultation with the Manpower manager (and Human Resources if appropriate). You will be advised of this final decision in writing at the earliest opportunity.

Grievances

In the case of a grievance that directly involves your Manpower manager or anyone in your direct chain of management, particularly if allegations of harassment or discrimination on grounds of race, sex, sexual orientation, age, disability or religious belief, or victimisation, are involved, you may contact Manpower's Customer Services Manager c/o the Human Resources Department at the Corporate Centre, Capital Court, Windsor Street, Uxbridge UB8 1AB.

13.2 Appeals

The three-stage process set out above is designed to give individuals every opportunity to have their grievance fully heard. Stage 3 represents, in effect, an appeal from an operational management decision that has already been implemented or confirmed.

13.3 Union involvement

In addition, you are fully entitled to use any approved union grievance procedure provided you are a member of a trade union with which Manpower has an agreement.

13.4 Statutory grievance procedure

The Company's grievance procedure will always be applied in accordance with any statutory minimum standards that exist from time to time.

14 Disciplinary Procedure



14.1 Purpose

The Company has a disciplinary policy and procedure to ensure that all employees are treated in a fair and equitable manner in relation to unsatisfactory standards of performance and conduct (including breach of any of the terms and conditions of employment). It also aims to ensure that where practical matters are dealt with quickly and that employees are given every opportunity to improve.

In many cases it may not be necessary to resort to the formal disciplinary procedure and counselling may be a more satisfactory method of resolving problems than a disciplinary interview.

The disciplinary policy and procedure are guidelines only and do not form part of your contract of employment, except for the section related to gross misconduct and the Company's right to apply sanctions short of dismissal (e.g. demotion, transfer and/or suspension).

14.2 Conduct and capability

Where your performance or attendance at work is considered to be below Manpower's requirements, it is the Company's aim first and foremost to help you bring it up to an acceptable standard. The disciplinary procedure set out below operates in stages in the same way as for issues relating to conduct with a verbal warning (or review) followed by a formal written warning (or review) if necessary. Your Manpower manager will do everything possible to help you identify the problem and to agree with you the timescales for achieving the necessary improvements.

All Manpower managers have the right, in appropriate circumstances, to dismiss, suspend with or without pay (in cases relating to gross misconduct), or demote any employee whom they manage. Manpower consultants have the right to remove you from an assignment at any time. Dismissal is the very final stage in the disciplinary procedure and a Manpower manager must be confident that the action is fair and reasonable, and ensure that you have had every consideration and have been aware of your rights at every stage in the procedure.

14.3 Principles of the procedure

- No disciplinary action will be taken against an employee until the case has been fully investigated and the facts established having taken into account the statements from any available witnesses and the employee themselves
- At every stage in the disciplinary procedure the employee will be advised of the nature of the complaint against them and will be given the opportunity to state their case before any decision is made.

In all cases, before any disciplinary action is taken the employee will be invited to a disciplinary hearing and be advised of:

- The nature of the complaint against them
- The required level of conduct or performance

The hearing may be adjourned at any point.

If appropriate the employee will also be advised:

- How long they have to reach the required level of conduct or performance
- How the Company will assist them to correct their behaviour
- What will happen if the required standard is not achieved i.e. further disciplinary action or even dismissal

When determining the disciplinary action to be taken, Manpower line managers will consider what is reasonable in all the circumstances, the employee's record, the penalty applied in similar circumstances and any mitigating circumstances

- The employee will have the right to be accompanied by another Manpower employee or trade union official of their choice at every stage of the disciplinary procedure except at any investigatory stage. The employee must be advised of this right in advance of the meeting
- The accompanying person has the right to speak at the disciplinary hearing but not to answer questions on behalf of the employee
- The right to be accompanied, above, will be effected in line with the provisions of section 10 of the Employment Relations Act 1999
- If the employee is unable to attend a disciplinary hearing due to sickness or injury or other legitimate reason, the meeting will normally be postponed but in cases of long-term absence alternative arrangements may need to be made
- An employee will have the right to appeal against any disciplinary penalty imposed
- The procedure may be implemented at any stage if the employee's alleged conduct or performance warrants such



action

- No employee will be dismissed for a first breach of discipline except in the case of gross misconduct or seriously unacceptable performance during a probationary period
- The decision taken at the disciplinary hearing will be confirmed to the employee in writing
- The Company reserves the right to suspend an employee from work with or without pay.

Suspension during investigation and while the disciplinary procedure is being carried out is not a disciplinary sanction but may be used in circumstances where management believe it is in the interest of the Company, another employee or the employee. This means that the employee will not be required to work for the period during the investigation, the conclusion of which will be as soon as is reasonable practicable under the circumstances. The employee will be provided with a letter of confirmation advising them that they are not to attend or visit Company (or Client) premises or make contact with other employees (except their designated representative) until the investigation and disciplinary process is completed.

- If a Client has requested that an employee be removed from an assignment or its premises due to misconduct the employee may be suspended without pay, 'unassigned' or transferred to another assignment pending conclusion of any disciplinary process
- Employees may be asked to sign their name to acknowledge receipt of a formal warning. If this request is refused a witness may be asked to verify that the warning has been given. Failure to acknowledge receipt does not, however, invalidate the warning.

14.4 Stages within the disciplinary procedure

The stages within the disciplinary procedure are as follows:

- Verbal warning (formally recorded)
- First written warning
- Final written warning
- Dismissal.

Before an individual receives any formal warnings he/she will already have been made aware of the standards required. Where appropriate advice and/or training will be given. However, where the matter is or has become more serious the following procedure will be used.

The Company may take any of the following measures, as it considers appropriate. The Manpower line manager will decide the most appropriate disciplinary sanction taking into account the seriousness of the offence, the circumstances and the available evidence. If disciplinary action is taken the decision will be confirmed in writing, including the reasons for the warning, the disciplinary action taken and their right of appeal.

14.5 The Procedure

The stages of the disciplinary procedure are as follows:

Stage 1 Verbal Warning – valid for a maximum of six months

If the conduct or performance of an employee does not meet acceptable standards, or an infringement by the employee of rules is of a minor nature, the employee will normally be given a verbal warning. A record of the verbal warning will be sent to the employee and a copy kept in the employee's personal file, but it will be spent after a specified period, which may be up to six months, subject to satisfactory conduct and performance.

Examples of conduct and performance that may warrant a verbal warning are:

- Timekeeping
- Unsatisfactory performance
- Unacceptable appearance or personal presentation.

NB. This list is not exhaustive.



Stage 2 Written Warning – valid for a maximum of 12 months

In the case of more serious misconduct or repeated failure to maintain the required standards a written warning may be given. It will state the improvements necessary to meet the required standards and the nature or likely disciplinary action to be taken if such standards are not achieved. A copy of the written warning will be sent to the employee and a copy kept in the employee's personal file, but will be spent after the specified period, subject to satisfactory conduct and performance.

Examples of conduct or performance which may warrant a first written warning are:

- Failure to improve after a verbal warning
- A breach of Company procedure.

NB. This list is not exhaustive.

Stage 3 Final Written Warning – valid for 12 months

If there is still failure to improve such that conduct or performance is still unsatisfactory after a (stage 2) written warning, or if the misconduct is sufficiently serious to warrant a final written warning but insufficiently serious to justify dismissal at this stage, a final written warning will normally be given to the employee. A copy of the final written warning will be sent to the employee and a copy kept in the employee's personal file, but will be spent after 12 months, subject to satisfactory conduct and performance.

Examples of the conduct and performance that may warrant a final written warning are:

- Repetition of an offence for which a warning has already been given
- Damage to Company's premises or property caused by employees' negligence
- Breach of safety rules
- Failure to improve performance or attendance to required standards after previous warnings.

NB. This list is not exhaustive.

Stage 4 Dismissal

If conduct or performance is still unsatisfactory and the employee still fails to reach the prescribed standards or the employee is guilty of gross misconduct (see below) dismissal will normally result.

Disciplinary Procedure

A disciplinary meeting must be held to consider all the circumstances before dismissal is effected and the standards of procedure outlined above must be followed.

As an alternative to dismissal the Company may consider a Final Written Warning together with such other sanction that may be appropriate such as demotion, which may be applied retrospectively where appropriate; and/or transfer to another assignment.

The employee should be provided, as soon as reasonably practical, with written confirmation of dismissal, the date on which employment terminates, and confirmation of the right of appeal (which must be exercised within seven calendar days – [please also see section 14.8](#)).

14.6 Offences during or outside work which may lead to prosecution

Where an employee commits (or is alleged to have committed) an offence whether inside or outside work which renders him liable to prosecution Manpower reserves the right to suspend the employee from duty, without pay, pending the outcome of any criminal proceedings, or may take action before a hearing takes place, depending on the circumstances of the matter. If an employee's arrest results in a prolonged unauthorised absence from work (e.g. where the employee is remanded in custody) the Company may treat this as gross misconduct.

14.7 Disciplinary rules and gross misconduct

Certain types of misconduct are regarded as so serious as to warrant summary dismissal, regardless of previous record or service. Summary dismissal means dismissal without notice and without payment in lieu of notice.

The following are examples of offences, which may be classified as gross misconduct.



- Dishonesty, whether at work or not, including the theft or attempted theft of cash, products or services from the Company, its Clients, suppliers or other employees
- Serious breach of a Company or Client procedure
- Actions or performance which leads to the Company's loss of trust and confidence in the employee's ability to do their job
- Actions which endanger the Company's reputation with its Client(s) or the public, including, but not limited to, conviction of a criminal offence subject to a review of the circumstances of each case
- Unauthorised use of, or wilful or reckless damage to, Company or Client or fellow employee's premises or property
- Unauthorised possession of Company or Client property or the property of a fellow employee
- Fraud or deliberate falsification of records
- Serious negligence or reckless behaviour
- Serious breach of the Company or Client health and/or safety regulations
- Harassment or discrimination (e.g. on grounds of sex, sexual orientation, age, race, disability or sectarianism, but also including 'bullying')
- Any act of physical violence, or threatening behaviour, during the course of duties or connected with the Company or the Client in any way
- Serious acts of insubordination
- Breach of confidentiality
- Incapability through alcohol or use of illegal substances
- Possession of illegal drugs or illegal substances at work
- Use of offensive or abusive language.
- Breach of security
- Prolonged unauthorised absence from work
- Horseplay or practical joking, which results in injury or exposes other employees of the Company or its Clients to risk
- Unauthorised copying or misuse of computer software (including email or the internet)
- Where membership of a professional body is an essential qualification for work, failure to maintain membership after reminders or being struck off for professional misconduct
- If driving is an essential part of your job, loss of your driving licence following conviction (not medical reasons)
- Conviction of a criminal offence during your employment with Manpower (other than a road traffic offence for which a non custodial penalty is imposed).

For Manpower driving assignments additional examples of gross misconduct include:

- Deliberate falsification of the statutory record of hours
- Non-observance of the driver's hours regulations
- Failure to notify your Manpower manager of any material changes to your driving licence, such as endorsements or convictions
- Failure to notify your Manpower manager of changes in health which could affect your ability to drive.

NB. These lists are not exhaustive.

In cases of gross misconduct where there is reasonable suspicion of a criminal offence the Company will evaluate each case and may, at its discretion, instigate a prosecution. It will where applicable assist the police fully in their investigation and any subsequent prosecution. There are different standards of proof for criminal and employment law. The Company reserves the right to terminate employment pending any prosecution where appropriate.

An employee accused or suspected of an act of gross misconduct may be suspended from work with or without pay while the Company investigates the alleged offence and conducts any disciplinary proceedings. Such suspension should be for no more than one week, if practicable.



14.8 Appeals

An employee who wishes to appeal against a disciplinary decision must submit their appeal in writing to their Manpower manager within seven calendar days of being notified in writing of the decision. The basis of appeal should be specified and will normally be one or more of the following grounds:

- The penalty applied is too harsh
- There is new evidence to be considered
- The disciplinary procedure has been carried out unfairly.

A member of Manpower management who has not previously been involved in the matter will hear the appeal. At Stage 3 or 4 a decision will normally be made after consultation with a Human Resources representative.

An employee has the right to appeal against any level of disciplinary action taken.

- The appeal will be held as soon as is practicable
- The appeal will be treated as an unprejudiced hearing, with the aim of investigating inconsistencies in all parties' views and giving fair consideration to all available facts.



15 ManpowerGroup Global Privacy Policy



We at ManpowerGroup Inc., along with our subsidiaries and affiliates listed [here](#) (“ManpowerGroup”), respect your concerns about privacy. This Global Privacy Policy applies to (1) our job candidates, (2) our associates, who are people we source or place on assignment with one of our clients, or individuals to whom we provide career transition services, (3) users of the websites and apps listed [here](#) (the “sites”), and (4) representatives of our clients and vendors. This Policy does not apply to our headquarters and country-based staff employees, who are individuals employed by ManpowerGroup and who work directly for ManpowerGroup and not directly with a ManpowerGroup client.

The Policy describes the types of personal information we collect, how we use the information, with whom we share it, and the rights of and choices available to individuals regarding our use of their information. We also describe the measures we take to protect the security of the information and how you can contact us about our privacy practices and to exercise your rights. Our privacy practices may vary among the countries in which we operate to reflect local practices and legal requirements. You can view certain country-specific information by clicking [here](#).

15.1 Information We Collect

We collect personal information about you in various ways, such as through our sites and social media channels; at our events and through phone and fax; through job applications and in connection with in-person recruitment; and in connection with our interactions with clients and vendors. We may collect the following types of personal information (as permitted under local law):

- Contact information (such as name, postal address, email address and telephone number);
- Username and password when you register on our sites;
- Payment information (such as payment card number, expiration date, authorisation number or security code);
- Information you provide about friends or other people you would like us to contact; and
- Other information you may provide to us, such as in surveys or through the “Contact Us” feature on our sites.

In addition, if you are an associate or job candidate and you apply for a position or create an account to apply for a position, we may collect the following types of personal information (as permitted under local law):

- Employment and education history;
- Language proficiencies and other work-related skills;
- Social Security number, national identifier or other government-issued identification number;
- Date of Birth;
- Gender;
- Bank Account information;
- Citizenship and work authorisation status;
- Disabilities and health-related information;
- Results of drug tests and criminal and other background checks;
- Benefits information;
- Tax-related information;
- Information provided by references; and
- Information contained in your resume or C.V., information you provide regarding your career interests, and other information about your qualifications for employment.

In addition, we may collect information you provide to us about other individuals, such as information related to emergency contacts.

15.2 Information collected by Automated Means

When you visit our sites, we may collect certain information by automated means, such as cookies, web beacons and web server logs. The information we may collect in this manner includes IP address, unique device identifier, browser characteristics, device characteristics, operating system, language preferences, referring URLs, information on actions taken on our sites, dates and times of visits to our sites and other usage statistics. A “cookie” is a file that websites send to a visitor’s computer or other Internet-connected device to uniquely identify the visitor’s browser or to store information or settings in the browser. A “web beacon” also known as an Internet tag, pixel tag or clear GIF, links web pages to web servers and their cookies and is used to transmit information collected through cookies back to a web server. Through these automated collection methods, we may obtain “clickstream data,” which is a log of the links and other content on which a visitor clicks while browsing a website. As the visitor clicks through the website, a record of the action may be collected and stored. We link certain data elements we have collected through automated means, such as your browser

information, with other information we have obtained about you to let us know, for example, whether you have opened an email we sent to you. Your browser may tell you how to be notified when you receive certain types of cookies or how to restrict or disable certain types of cookies. Please note, however, that without cookies you may not be able to use all of the features of our sites. To the extent required by applicable law, we will obtain your consent before collecting personal information using cookies or similar automated means.

The providers of third-party apps, tools, widgets and plug-ins on our sites, such as social media sharing tools, also may use automated means to collect information regarding your interactions with these features. This information is collected directly by the providers of the features and is subject to the privacy policies or notices of these providers. Subject to applicable law, ManpowerGroup is not responsible for these providers' information practices.

15.3 How We Use The Information We Collect

We use the information described above to perform the following activities (as permitted under local law):

- Providing workforce solutions and connecting people to work;
- Creating and managing online accounts;
- Processing payments;
- Managing our client and vendor relationships;
- Sending promotional materials, alerts regarding available positions and other communications;
- Communicating about, and administering participation in, special events, promotions, programs, offers, surveys, contests and market research;
- Responding to individuals' inquiries;
- Operating, evaluating and improving our business (including developing, enhancing, analysing and improving our services; managing our communications; performing data analytics; and performing accounting, auditing and other internal functions);
- Protecting against, identifying and seeking to prevent fraud and other unlawful activity, claims and other liabilities; and
- Complying with and enforcing applicable legal requirements, relevant industry standards, contractual obligations and our policies.

In addition to the activities listed above, if you are an associate or job candidate and you apply for a position or create an account to apply for a position, as permitted under local law, we use the information described in this Global Privacy Policy to:

- Provide you with job opportunities and work;
- Provide HR services to you, including administration of benefit programs, payroll, performance management and disciplinary actions;
- Provide additional services to you, such as training, career counseling and career transition services;
- Assess your suitability as a job candidate and your associate qualifications for positions; and
- Perform data analytics, such as (i) analyzing our job candidate and associate base; (ii) assessing individual performance and capabilities, including scoring on work-related skills; (iii) identifying skill shortages; (iv) using information to match individuals and potential opportunities, and (v) analysing pipeline data (trends regarding hiring practices).

We also may use the information in other ways for which we provide specific notice at or prior to the time of collection.

In addition, we use information collected through cookies, web beacons, pixels, web server logs and other automated means for purposes such as (i) customizing our users' use of our sites; (ii) delivering content tailored to our users' interests and the manner in which our users use our sites; and (iii) managing our Sites and other aspects of our business. To the extent required by applicable law, we will obtain your consent before collecting information using cookies or similar automated means.

We also use third-party analytics services on our sites, such as those of Google Analytics and Adobe Omniture. The analytics providers that administer these services use technologies such as cookies, web server logs and web beacons to help us analyse your use of our sites. The information collected through these means (including IP address) may be disclosed to these analytics providers and other relevant third parties who use the information, for example, to evaluate use of the sites. To learn more about these analytics services and how to opt out, please visit the following sites and any sites contained in the country-specific addenda:

- Google Analytics: <https://tools.google.com/dlpage/gaoptout>
- Adobe Analytics: <http://www.adobe.com/privacy/analytics.html#1>



15.4 Interest-Based Advertising

On our sites, we may collect information about your online activities to provide you with advertising about products and services tailored to your individual interests. We also may obtain information for this purpose from third-party websites on which our ads are served. This section of our Global Privacy Policy provides details and explains how to exercise your choices.

You may see certain ads on other websites because we engage third-party advertising networks. Through such advertising networks, we can target our messaging to users through demographic, interest-based and contextual means. Through the ad networks, we can track your online activities over time by collecting information through automated means, including through the use of third-party cookies, web server logs, pixels and web beacons. The networks use this information to show you advertisements that may be tailored to your individual interests. The information our advertising networks may collect on our behalf includes data about your visits to websites that serve ManpowerGroup advertisements, such as the pages or advertisements you view and the actions you take on the websites. This data collection takes place both on our sites and on third-party websites that participate in these ad networks. This process also helps us track the effectiveness of our marketing efforts. To learn how to opt out of this ad network interest-based advertising, please visit <http://www.aboutads.info/choices>. To the extent required by applicable law, we will obtain your consent before using your information for interest-based advertising.

Our sites are not designed to respond to “do not track” signals from browsers.

15.5 Information We Share

We do not disclose personal information we collect about you, except as described in this Global Privacy Policy or in separate notices provided in connection with particular activities. We share personal information with vendors who perform services on our behalf based on our instructions. We do not authorize these vendors to use or disclose the information except as necessary to perform services on our behalf or comply with legal requirements. We also may share your personal information (i) with our subsidiaries and affiliates; (ii) if you are a job candidate, with clients who may have job opportunities available or interest in placing our job candidates; and (iii) with others with whom we work, such as job placement consultants and subcontractors, to find you a job.

In addition, we may disclose information about you (i) if we are required to do so by law or legal process; (ii) to law enforcement authorities or other government officials based on a lawful disclosure request; and (iii) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual fraudulent or illegal activity. We also reserve the right to transfer personal information we have about you in the event we sell or transfer all or a portion of our business or assets (including in the event of a reorganisation, dissolution or liquidation).

Information collected through third-party plug-ins and widgets on the sites (such as information relating to your use of a social media sharing tool) is collected directly by the providers of the plug-ins and widgets. This information is subject to the privacy policies of the providers of the plug-ins and widgets, and ManpowerGroup is not responsible for those providers' information practices.

15.6 Your Rights And Choices

We offer you certain choices in connection with the personal information we collect about you and how we communicate with you. To update your preferences, ask us to remove your information from our mailing lists, exercise your rights or submit a request, please contact us as indicated in the “How to Contact Us” section of this Global Privacy Policy. To the extent provided by the law of your jurisdiction, you may request access to the personal information we maintain about you or request that we correct, amend, delete or block the information by contacting us as indicated below. Where provided by law, you may withdraw any consent you previously provided to us or object at any time on legitimate grounds to the processing of your personal information, and we will apply your preferences going forward.

To learn more about how to opt out of ad network interest-based advertising, please visit the consumer opt-out page at <http://www.aboutads.info/choices>.



15.7 Data Transfers

We transfer the personal information we collect about you to countries outside of the country in which the information originally was collected. Those countries may not have the same data protection laws as the country in which you initially provided the information. When we transfer your information to other countries, we will protect that information as described in this Global Privacy Policy.

If you are located in the European Economic Area (“EEA”) or Switzerland, we will comply with applicable legal requirements providing adequate protection for the transfer of personal information to recipients in countries outside of the EEA or Switzerland.

15.8 How We Protect Personal Information

We maintain administrative, technical and physical safeguards designed to protect the personal information you provide against accidental, unlawful or unauthorised destruction, loss, alteration, access, disclosure or use.

15.9 Links To Third-Party Sites, Apps and Services

For your convenience and information, our sites may provide links to third-party sites, apps and services that may be operated by companies not affiliated with ManpowerGroup. These companies may have their own privacy notices or policies, which we strongly suggest you review. We are not responsible for the privacy practices of any non-ManpowerGroup sites, apps or services.

15.10 Updates To Our Global Privacy Policy

This Global Privacy Policy (including any addenda) may be updated periodically to reflect changes in our personal information practices. For significant changes, we will notify you by posting a prominent notice on our sites indicating at the top of the Policy when it was most recently updated.

15.11 How To Contact Us

If you have any questions or comments about this Global Privacy Policy, would like to exercise your rights or would like us to update information we have about you or your preferences, please write to:

Within the UK, please contact:

Data Privacy Officer
1st Floor New Chapter House
14 New Street
Bishopsgate
London
EC2M 4HE

dataprivacy@manpower.co.uk

16 Miscellaneous

16



16.1 Industrial relations

If you are working for Manpower in any role, you have the right to belong to or to join an appropriate trade union and to participate in its activities.

Manpower recommends that all staff consider joining an appropriate trade union. Manpower enjoys good relations with a number of trade unions who offer a range of individual benefits as well as advice and support on work related matters. This includes the representation facility described in Sections 13 and 14 of this handbook. Membership helps to increase the range and continuity of work opportunities available to you and other Manpower staff and can contribute to a more harmonious relationship with the staff of our Clients. Should you leave Manpower you are encouraged to maintain your membership to allow continuity in your links with your chosen union.

Manpower has granted Unite the Union sole negotiating and recruiting rights for Manpower with the exception of workers in specialist sectors. That means, unless you work in certain particular sectors or in a workplace where special local arrangements exist, Unite has been recognised to represent staff and you will receive details of how to join if you wish. The other unions Manpower currently recognises at national level (for specialist sectors) are the CWU, Unifi, Unison and PCS.

Our Industrial Relations Policy means that our staff will not replace striking workers nor undertake duties normally carried out by striking workers. If you encounter a picket line at our Client's place of work contact your Manpower manager, report the situation and follow their advice as to your next course of action. You are not obliged to cross the picket line and will not be subject to any disciplinary action for failing to do so. However, in most cases our staff are not directly involved in the industrial action.

Manpower has a very good record of industrial relations with its trade union partners. In the unlikely event of any disputes there are agreed procedures that must be followed and employees should note that taking part in some types of industrial action – for example 'unofficial' industrial action or related to a dispute between a union and our Client – may be a breach of your contract of employment and can result in disciplinary action or even termination of your assignment or employment.

16.2 Right to search

Manpower may request the right to search employees or their property while they are at work for the Company, and refusal of a reasonable request may result in disciplinary action. This right may also extend to Clients of the Company on whose work employees are engaged, but in that event, the requirements will have formed part of the work specification and you will be notified in advance.

16.3 Inventions and confidentiality

On certain assignments Manpower may require you, as a condition of accepting the work, to enter into an agreement with the Client about the ownership of any patents or rights in respect of any inventions or discoveries made by you in the course of your work during the assignment. The Company may also ask you to enter into an agreement with the Client not to disclose confidential information.

During your employment you may be given access to important confidential information belonging to Manpower and its Clients and you should not, either during or after your employment with Manpower, disclose or use this information for any purpose other than as expressly authorised by Manpower or the Client. Confidential information includes (but is not limited to) any information which is treated by Manpower or its Clients as confidential.

16.4 Ex-offenders

Due to the unique character of our work, Manpower reserves the right not to employ or offer employment to individuals who have been convicted of a criminal offence, subject, of course, to the Rehabilitation of Offenders Act 1974. For certain assignments, where the role dictates either a Basic Disclosure (via Disclosure Scotland) or a DBS Disclosure (via the Disclosure & Barring Service) may be required. This check will disclose to Manpower any convictions including spent convictions but will not be used for any purpose other than this application.

You must inform Manpower of any caution or convictions you receive during your employment.

16.5 Personal records

It is most important that our personnel records are always accurate and up to date. This is now a legal requirement. Not only does this ensure that we are able to administer your work needs efficiently, it also helps us to provide the best



possible service to our Clients. Please keep in contact with your Manpower manager at all times and make sure that any changes to personal details such as name, address and telephone number, are promptly notified. To ensure you are able to exercise the various rights available to working parents it is important that all employees (including men) notify Manpower about any additions to the family. Any changes in your availability for work are also very important.

If you leave Manpower and rejoin at a later date, please do not forget to tell us about any additional work experience or new skills gained in the meantime.

16.6 Public interest disclosure

If during an assignment you become aware of anything which leads you to believe that a criminal offence has been or might be committed, that a legal obligation is not being met by Manpower or the Client or that the health and safety of a person or of the environment is in danger, you must bring your concern to your Manpower manager immediately. Your Manpower manager will review the concerns with you and, where appropriate, raise them with the Client or other appropriate person. These concerns should never be raised directly with the Client nor should you discuss them with any other person before you have raised them with your Manpower manager. Failure to comply with this may be considered a serious disciplinary offence which, in appropriate circumstances, may result in summary dismissal.

These obligations are without prejudice to your rights under the Public Interest Disclosure Act 1998.

16.7 Secondary employment

While employed by Manpower you must not undertake any employment that creates a conflict of interest with Manpower's business (which includes the interest of our Client's business). Therefore you must apply to your Manpower manager for written consent in order to undertake any employment outside of the Company. Failure to disclose such information may result in disciplinary action.

Manpower has a duty under the Working Time Regulations to ensure that you are not put at risk (nor do you put others at risk) by working excessive hours or by failing to take the appropriate rest periods. For this reason it is important that we know if you are working for anyone else while employed with Manpower.





Driving and Logistics Handbook

Contents

01	Driving Licences	60			
1.01	Licence Categories	61	5.06	Lifting on your own	80
1.02	Clients' Vehicles	61	5.07	To start with – think before you lift	81
1.03	Medicals	62	5.08	Getting ready to lift	81
1.04	Speed Limits	62	5.09	Lifting	81
1.05	Travelling Distance	62	5.10	Carrying and handling	81
			5.11	Equipment	81
			5.12	Team lifting	81
02	Hours and Tachograph Regulations	63	5.13	Health and fitness factors	82
2.01	Basic goods vehicle drivers' hour's Regulations	64	5.14	Personal Protective Equipment (PPE)	82
2.02	Recording driving and other work	65	5.15	Safety in the cab	82
2.03	Recording of emergencies	65	5.16	Driver fatigue	83
2.04	Evidence of penalties	65	5.17	Drugs and alcohol	83
2.05	Drivers' hours records	65	5.18	Countermeasures	83
2.06	Off-road driving	65	5.19	Mobile phones	83
2.07	Digital tachographs	65	5.20	Safety when coupling	84
2.08	Retention of tachograph records	66	5.21	Safety when uncoupling	85
2.09	Analogue tachograph's	67	5.22	Tail lifts	85
2.10	Digital tachograph's	67	5.23	Roll cages	86
2.11	GB Domestic Hours	68			
03	Road Transport (Working Time) Regulations	70	06	Driver and Vehicle Standards Agency (DVSA)	87
3.01	Working Time	71	6.01	How to recognise a DVSA officer	88
3.02	Periods Of Availability (POA)	71	6.02	What happens when you are stopped?	88
3.03	Breaks from work	72	6.03	If you don't stop	88
3.04	Night work	72	6.04	Prohibitions/Fixed Penalties	88
3.05	Workforce Agreement	73			
3.06	Night work and health assessment	74	07	Cash Handling	89
3.07	Other work	74			
3.08	Rules: Road Transport (Working Time) Regulations	74	08	Manpower ID Badge	91
04	Driver Certificate of Professional Competence (Driver CPC)	75	09	Your Work Record	93
4.01	Driver CPC training	76	9.01	Online Time Sheets (OLTS)	94
4.02	EU requirements	76	9.02	Signed Work Record	94
4.03	Carrying the Driver CPC Driver Qualification Card (DQC)	77			
4.04	Exemptions to Driver CPC	77			
05	Health and Safety	78			
5.01	Drivers' checklist	79			
5.02	Vehicle checks	79			
5.03	Accidents/incidents	80			
5.04	Reporting the accident/incident	80			
5.05	Safety and manual handling operations	80			



This Driving and Logistics Handbook provides guidance on Hours and Tachograph Regulations, Road Transport (Working Time) Regulations, Driver CPC and Health and Safety – with advice on lifting heavy loads.

Read it carefully and ask your Manpower manager if you have any questions.



01 Driving Licences



During your time with us, on each assignment you must carry the relevant licence(s) with you. You will also be required to provide the licence(s)/certificate(s) to your Manpower Representative on a quarterly basis in line with Manpower's standard policy.

The Client is also allowed to inspect your licence(s)/certificate(s) at any time while you're working for them. If you're unable to present your documents when requested, by either your Manpower Representative or your Client, you may face disciplinary action. None of us want this to happen, so make sure you keep your licence(s)/certificate(s) to hand.

If you do have any endorsements on your licence, the total number of penalty points in line with Manpower's standard policy is nine, however for some assignments this may be less; dependant on Client's insurance policies.

We do not accept drivers with active endorsements prefixed by any of the following codes:

BA, DD, DG, DR, LC, PL, TT99 or any category Disq

Drink or Drugs**	Disqualified Driver*	Licence Offences*	Reckless/Dangerous Driving*	Provisional Licence Offences*
50.08.123 - 50.08.127	50.08.021	50.10.003	41.04.001	50.10.007
50.08.129 - 50.08.130		50.10.004	41.04.002	50.10.009
50.08.132 - 50.08.133		50.10.024	50.08.201	50.10.011
50.08.136		50.10.040	50.08.204 ** (10 years)	50.10.012
50.08.139				50.10.014
50.08.142				
50.08.208				
50.08.212				

Tot Up

If your licence(s) are endorsed or cancelled while you're working for us, you must notify your Manpower Representative immediately. If you don't, this will be treated as an act of misconduct.

1.01 Licence Categories

As the driver of a commercial vehicle it is your responsibility to drive only the vehicles for which you have entitlement to drive; these are shown on your licence, please see the below summary:

- A Motorcycles
- B Cars, vans and mini-buses not exceeding eight passengers (some restrictions may apply)
- C1 Goods vehicles exceeding 3.5 tonnes but not exceeding 7.5 tonnes GVW
- C Goods vehicles exceeding 3.5 tonnes GVW
- C+E Goods vehicles exceeding 3.5 tonnes GVW with trailers exceeding 750 kgs
- D Passenger carrying vehicles with more than eight passenger seats
- D1 Passenger carrying vehicle with more than eight seats but not more than 16
- E Trailers exceeding 750 kgs used in conjunction with the above categories.

If you need more detailed information about driving licences, please visit www.dvla.gov.uk

1.02 Clients' Vehicles

Before each assignment, your Manpower Representative will advise you of the duties you will be performing, and which vehicles you will be driving or operating.

For your safety, if the Client asks you to drive any vehicle apart from those you were advised you would be driving; you must contact your Manpower Representative immediately. This includes lift truck and ancillary equipment i.e. lorry mounted cranes or skip vehicles.

The Client has a responsibility to ensure that the vehicles you operate are safe and maintained to a high standard, ensuring legal requirements are met. If the vehicle has any defects, you must contact your Manpower Representative for advice.

1.03 Medicals

You need to be healthy if you're in charge of a vehicle. If we think it necessary, we may require you to have a medical examination.

An independent medical adviser would carry it out, and any report made would be sent to us. If this does happen and you want a copy of the report to be sent to your doctor, we'd be more than happy to agree. This is all in accordance with the Access to Medical Reports Act 1998.

It is also important that your Manpower Representative is informed if there is a material change in the state of your health, as this may affect your ability to drive on a Manpower assignment.

Once you're 45 years' old (LGV only), you will need to take a medical every five years. When you're 65, you will need a medical every year.

Please bear in mind that it is your responsibility to inform the Medical Unit at DVLA of any issues regarding your health and fitness to drive. If your licence(s) are subject to any restrictions, you must tell your Manpower Representative immediately. If this is the case, then we'll do our very best to find you alternative work.

1.04 Speed Limits

	Derestricted Roads	Derestricted Dual Carriageways	Motorways
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Unless the road has a lower limit, these are the maximum speeds.

Rigid goods vehicles (without trailers)

Car derived vans/dual purpose vehicles up to 2 tonnes GVW	60 mph	70 mph	70 mph
Goods vehicles over 2 tonnes GVW	50 mph	60 mph	70 mph
Goods vehicles under 7.5 tonnes GVW	50 mph	60 mph	70 mph
Goods vehicles under 7.5 tonnes GVW (Scotland only)	40 mph	50 mph	60 mph
Goods vehicles over 7.5 tonnes GVW	40 mph	50 mph	60 mph
Good vehicles over 7.5t GVW (Scotland only)	40 mph	50 mph	60 mph

Articulated vehicles/drawbar units

Under 7.5 tonnes GVW	50 mph	50 mph	60 mph
Over 7.5 tonnes GVW	40 mph	50 mph	60 mph

1.05 Travelling Distance

As a professional driver there is no excuse for leaving insufficient following distance. To help leave the required distance use the two-second rule: as the vehicle in front passes a fixed object, like a bridge or lamp-post, count a full two seconds. If you arrived at the bridge after you have finished counting, your distance is safe. One of the easiest ways to count two seconds is to say the phrase 'Only a fool breaks the two second rule'. A four-second rule should be applied when driving through tunnels.

It is particularly important for drivers of commercial vehicles to be aware of the travelling distance as the vehicle you are following is often similar to your own, high-sided and restricting your forward vision.

Do not be tempted to cut into the travelling distance of vehicles that you have overtaken, even if they flash their headlights. If you have to brake suddenly, the following vehicle will almost certainly hit the rear of yours.

Please remember to double the distance you should allow in wet conditions, and multiply by ten for ice and snow.

02 Hours and Tachograph Regulations



Unless specifically exempt, all drivers of vehicles in excess of 3.5 tonnes GVW are subject to EU drivers' Hours and Tachograph Regulations. If the assignment is exempt from these Regulations, your Manpower Representative will inform you in your pre-assignment briefing. If the assignment is not exempt, you are required to record your activity on a tachograph chart for vehicles fitted with an analogue tachograph unit, or by using your Driver Smart Card for vehicles fitted with a digital tachograph unit.

Hours and Tachograph Regulations apply in parallel to the Road Transport (Working Time) Regulations, therefore your daily and weekly work pattern must comply with both sets of Regulations.

Please note The Domestic drivers' hours rules apply to goods and passenger vehicles to which the EU drivers' hours rules do not apply – refer to Section 2.11

2.01 Basic goods vehicle drivers' hour's Regulations

Rule	Definitions and Limits - explanatory notes	Limits
Daily driving	Maximum driving time between daily rest periods	9 hours (can be extended to 10 twice a week)
Accumulated	This is the maximum driving time before a statutory break is required. This applies whether it is 4 ½ hours, continuous driving or shorter periods added together	4 ½ hours
Statutory breaks	After 4 ½ hours driving whether cumulative or continuous a break of 45 minutes must be taken Please note A statutory break is not required if it coincides with a daily or weekly rest period	45 minutes (can be taken in 2 parts the first at least 15 minutes long, the second at least 30 minutes long)
Fortnightly driving	Maximum of 90 hours driving during any 2 consecutive weeks	90 hours driving per fortnight
Daily rest	In any period of 24 hours you must have 11 hours continuous rest. Please note Reductions do not require compensation	11 hours (can be reduced to 9 up to 3 times a week)
Split daily rest	Split daily rest can be taken in 2 periods, the first period being at least 3 hours long and the second at least 9 hours long	12 hours rest must be taken in total (in a 24 hour period)
Daily rest (double manned operations only)	A daily rest of 9 hours minimum in any 30 hour period	9 hours in every 30
Weekly rest	A weekly rest of 45 continuous hours must be taken by the end of every fixed week, or after 6 consecutive driving periods, whichever comes sooner Please note A full regular 45 hour rest is required in any 2 weeks	45 hours (can be reduced to 24 hours). Reductions must be compensated by the end of the third week following the week of reduction
Fixed week	The fixed week is defined for the purpose of calculating fortnightly driving and weekly rest	00:00 Monday – 24:00 Sunday

If you're not sure about your legal responsibilities in regards to working hours, please contact your Manpower Representative who will offer further guidance.



2.02 Recording driving and other work

It is a legal responsibility of the Mobile Worker to provide a written total account of Working Time and for Manpower to record and retain a written account of total Working Time from the start of the current reference period Manpower are working in. This includes both driving and non-driving work.

2.03 Recording of emergencies

Provided that road safety is not jeopardised, you are allowed to exceed the rules only to the extent necessary to safeguard people, the vehicle or its load in order to reach a suitable stopping place.

You must indicate the reason for exceeding the rules by writing on the back of the tachograph chart; if in a vehicle fitted with an analogue tachograph unit or on the back of a digital printout; if in a vehicle fitted with a digital tachograph unit immediately on arrival at the suitable stopping place.

2.04 Evidence of penalties

The Regulations allow a country to impose a penalty on a driver or employer for an infringement detected on its territory, even if the rules were broken in another country. To prevent further penalties being imposed for the same offence, enforcement officers must provide written evidence of proceedings. You will need to carry this with you for at least the same period of time and you must be able to produce records at the roadside – current day and the previous 28 calendar days.

2.05 Drivers' hours records

Under EU law, all drivers must keep records of any hours worked. This is in the form of either a tachograph chart for vehicles fitted with an analogue tachograph unit or a Driver Smart Card for vehicles fitted with a digital tachograph unit.

Remember

- Failure to comply with EU drivers' Hours and Tachograph Regulations may result in fines of up to £2,500 and suspension or revocation of your LGV licence. (£5,000, plus two years' imprisonment in the event of falsified charts)
- Failure to complete tachograph charts correctly, or to return them in time directly to the Client(s), will be treated as an act of misconduct and will normally result in disciplinary action being taken.

2.06 Off-road driving

Changes to the drivers hours rules that came into force on the 11 April 2007 includes any driving carried out partly on public roads and partly off public roads as 'carriage by road.' This means that when you drive a vehicle on both public and private roads, all of the driving must be counted as such. Therefore vehicles delivering to private sites will not be able to count the on site (off public roads) driving as 'other work'.

2.07 Digital tachographs

It is illegal to drive a vehicle fitted with a digital tachograph unless the driver is in possession of a valid Driver Smart Card.

Having obtained a Driver Smart Card, whilst driving a vehicle fitted with an analogue or a digital tachograph, drivers must carry the following items with them at all times:

- The Driver Smart Card
- Any manual records or legally required print outs in relation to the current day and the previous 28 calendar days.

False entries are easily detectable – so don't do it!

If the Driver Smart Card gets damaged, lost, stolen or malfunctions, you must apply for a replacement within seven days and have evidence of doing so, you can then only continue to drive without a card for a period of 15 days. Print outs must be made for each day and retained accordingly.

In the event of theft, this must be reported to the police.

If you have forgotten to take your Driver Smart Card with you on assignment, you cannot legally drive a vehicle fitted with either an analogue or digital tachograph.



Your Driver Smart Card is similar to a chip and pin style bank card in that it has a chip on the front that records data.

- Insert the Driver Smart Card into the digital tachograph unit and then complete 'manual entry'
- The machine will ask you if you want to do this and you can select yes or no. It is best practice to select yes every time as the machine needs to know what you were doing when the card was taken out last
- If on your previous shift, you finished driving, took your card out of the digital tachograph unit and then had a period where you completed other work, you will have to tell the unit this
- Upon selecting yes for a manual entry it will then ask you if the time you last had your Driver Smart Card in was the end of your shift, at which point you can select yes or no.
If no, you would input the time of any other work you completed
- The digital tachograph unit will now want to know if the time on this current day is your start time. If you have been sat in the office completing paperwork for quarter of an hour then you need to tell it.

You will rewind the clock back, that the unit is displaying; to the time you started your shift and select 'other work'. If you have been available for work with nothing to do but have been notified of the time in advance then select 'Period Of Availability'.

- Once you have given the digital tachograph unit all of the information it needs then you can go about your daily business
- When you begin driving you don't need to touch the unit and when you stop, it will automatically go onto 'other work'
- If you are in a Period Of Availability or on break then you need to tell the unit by pressing the relevant button on the unit until it displays the required mode.

The Driver Smart Card will store information that enables the driver to be uniquely identified and the following activity data will be stored for the last 28 working days:

- Identification of the vehicles used
- POA (driving, working, active and rest times)
- Crew status (one or two driver operation)
- Date and time of the Driver Smart Card being inserted and withdrawn
- Area in which the working days began and ended
- Total distance driven
- Identification of the control official and date/time of the last check
- Tachograph events and errors.

2.08 Retention of tachograph records

You must be able to produce to enforcement officials, all tachograph charts and/or Driver Smart Card records for the current day and the previous 28 calendar days.

If you hold a Driver Smart Card, this must be produced, regardless of whether it has been used.

If you are in a vehicle fitted with an analogue tachograph unit and the tachograph chart in use is inspected, you must ask for it to be signed, as this will verify why the tachograph unit has been opened.

If you are asked to surrender any tachograph charts you must obtain a receipt. If this is not available, you must make a note of the official's name and number, the location, date and time of the confiscation.





Clients may ask you for your tachograph chart(s) at the end of your duty. If this happens, you should inform them legally you have to retain the original chart and they can take a copy.

Legally, your tachograph charts must be returned to the Client within 42 days and on a weekly basis, you will be asked to sign a statement on your Work Record confirming you have returned the relevant charts to the respective Client(s).



2.09 Analogue tachograph's

Mode switch

- Use the 'steering wheel' symbol when you are driving (usually automatically set) 
- Use the 'bed' symbol when you are resting 
- Use the 'cross hammers' symbol when you are performing non-driving work or driving and there is no steering wheel symbol 
- Use the 'packing case/box' symbol to record Periods of Availability. 

There are a variety of common errors some drivers make with analogue tachograph charts:

Never

- Mark outside the centre-field
- Switch the mode switch to rest (bed symbol) unless you are resting.

Always

- Handle your charts carefully as they are very easily marked
- Enter your full name
- Ensure that the chart is correctly loaded into the analogue tachograph unit and that the red (error) light is not on
- At the end of your duty clearly indicate the start of your daily/weekly rest SDR/SWR on either the rear or the part of the tachograph that has no trace
- Clearly indicate the end of your daily/weekly rest EDR/EWR on either the rear or the part of the tachograph that has no trace
- Make a note on the reverse of the chart if you have had an unavoidable delay through unforeseen circumstances and exceeded your driving time or working hours.

Remember:

- 10 minutes of rest does not count towards a break. If taking two breaks, the first must be a minimum of 15 minutes and the second a minimum of 30 minutes
- It is better to take a break of 47 or 48 minutes than to discover later that you actually only had 44.

2.10 Digital tachograph's

Your Driver Smart Card is similar to a chip and pin style bank card in that it has a chip on the front that records data.

- Insert the Driver Smart Card into the digital tachograph unit and then complete 'manual entry'
- The machine will ask you if you want to do this and you can select yes or no. It is best practice to select yes every time as the machine needs to know what you were doing when the card was taken out last
- If on your previous shift you finished driving, took your card out of the digital tachograph unit and then had a period where you completed other work, you will have to tell the unit this
- Upon selecting yes for a manual entry it will then ask you if the time you last had your Driver Smart Card in was the end of your shift, at which point you can select yes or no
If no, you would input the time of any other work you completed
- The digital tachograph unit will now want to know if the time on this current day is your start time. If you have been sat in the office completing paperwork for quarter of an hour then you need to tell it
You will rewind the clock back that the machine is displaying to the time you started your shift and select 'other work'
If you have been available for work with nothing to do but have been notified of the time in advance then select 'period of availability'
- Once you have given the digital tachograph unit all of the information it needs then you can go about your daily business
- When you begin driving you don't need to touch the unit and when you stop it will automatically go onto 'other work'
- If you are in a Period Of Availability or on break then you need to tell the unit by pressing the relevant button on the unit until it displays the required mode.

When you begin driving again it will automatically go back to driving mode.



2.11 GB Domestic Hours

The GB domestic drivers hours rules were originally written in 1968 with a view to 'securing the observance of proper hours or periods of work by persons engaged in the carriage of passengers or goods by road and thereby protecting the public against the risks which arise in cases where the drivers of motor vehicles are suffering from fatigue...' (Section 95(1) of the Transport Act 1968).

Application

The Domestic drivers' hours rules apply to goods and passenger vehicles to which the EU drivers' hours rules do not apply. For goods vehicles, these are light vehicles not over 3.5 tonnes maximum permissible mass (mpm), or larger vehicles undertaking specialised operations which are exempt the EU rules.

In Great Britain (GB) the domestic rules do not apply to:

- drivers who always drive off the public road
- private driving – i.e. not in connection with a job or in any way to earn a living
- drivers of vehicles used by the armed forces, the police and fire brigade.

In Northern Ireland (NI) the domestic rules do not apply to those activities listed above and also:

- a goods vehicle not over 3.5 tonnes mpm or with an unladen weight of not more than 1,525kgs
- a vehicle which is specially fitted and being used:
 - as a shop or local market;
 - for door-to-door selling;
 - for mobile banking, exchange or savings transactions;
 - for worship;
 - for the lending of books, records or cassettes; or
 - for cultural events or exhibitions.

Basic Rules

Rule	Detail	Concessions
Daily driving limit	In any working day (24hours from the start of duty) the maximum amount of driving is 10 hours . Applies to driving on and off the public road	Off-road driving for the purposes of agriculture, quarrying, forestry building work or civil engineering counts as duty rather than driving time
Daily duty limit	<p>In any working day (24hours from the start of duty) the maximum amount of duty is 11 hours in GB and 14 hours in NI</p> <p>For employee drivers, 'duty' means being on duty (whether driving or otherwise) for anyone who employs him/her as a driver, including all periods of work and driving, but excluding rest and breaks. For self-employed drivers, 'duty' means driving a vehicle connected to their business, or doing any other work connected with the vehicle and its load</p>	<p>Drivers are exempt the duty limit on any working day they do not drive</p> <p>Drivers that do not drive for more than 4 hours on every day of a fixed week (commencing midnight Sun/Mon) are also exempt the duty limit, as are drivers of goods vehicles (including dual purpose vehicles) not exceeding 3.5 tonnes mpm, when used:</p> <ul style="list-style-type: none">• For any service of inspection, cleaning, maintenance, repair, installation or fitting;• By the AA, RAC or RSAC;• By commercial travellers• By cinematography or radio and television broadcasting; or• By doctors, dentists, nurses, midwives or vets.

Emergency exceptions

The GB and NI domestic rules are relaxed in cases where immediate action is needed to avoid:

- Danger to the life of people or animals;
- Serious interruption of essential public services (gas, water, electricity or drainage) of telecommunication or postal services, or in the use of roads, railways, ports or airports; or
- Serious damage to property.

In these cases the driving and duty limits are suspended for the duration of the emergency.

Records

Records must be kept using log books of a specified format. Alternatively drivers may use a tachograph to record domestic hours, but they must comply with all the EU rules on the fitment and use of the equipment.

Vehicles used for the national carriage of postal articles that have a permissible maximum weight over 3.5 tonnes must have tachographs fitted.

In both GB and NI drivers do not have to complete a written record on days on which they do not drive for more than 4 hours and who also stay within a 50km radius of the vehicles' operating centre. In GB drivers are also exempt the requirement to keep a record on days on which they only drive vehicles that are not subject to operator licensing.



03 Road Transport (Working Time) Regulations



The Road Transport (Working Time) Regulations 2005, commonly referred to as RTR, came into force on 4 April 2005. The Regulations implement European Directive 2002/15/EC, and apply to Mobile Workers who operate on vehicles which are subject to the EU driver's hours rules.

Mobile Workers are required to comply with the Regulations as well as the existing EU drivers' hours rules. Generally anyone in a vehicle that is required by EU Legislation to have a tachograph is affected. There is no opt-out from the Regulations.

The Regulations introduce limits on weekly Working Time (excluding breaks and Periods Of Availability), the amount of work that can be done within a 24 hour period and for those who operate on night shifts. They also specify how much continuous work can be done before taking a break and introduce daily and weekly rest limits for the crew and travelling staff.

Mobile Workers are covered by the Regulations if they are involved in operations subject to the EU drivers' hours rules. Generally, drivers, vehicle crew and travelling staff of goods vehicles where the maximum permissible weight exceeds 3.5 tonnes or passenger vehicles suitable for carrying more than 9 people including the driver.

A **Mobile Worker** is any worker forming part of the travelling staff (typically drivers and vehicle crew, but also includes trainees and apprentices) who is in the service of an undertaking which operates road transport services for passengers or the movement of goods. Mobile Workers include drivers who work for hire and reward companies.

Typically, this means:

- drivers of vehicles with a tachograph in them (unless they have an exemption from the EU drivers' hours rules), i.e. goods vehicles over 3.5 tonnes, coaches/buses
- members of the vehicle crew
- any others who form part of the travelling staff.

An **Occasional Mobile Worker** is a person who does not perform duties as defined under EU drivers' hours rules as their primary role i.e. transport clerk, lift truck driver.

Occasional Mobile Workers who work within EU drivers' hours rules are exempt from the Regulations if:

- they work 10 days or less in a reference period that is less than 26 weeks - this applies to Mobile Workers assigned to general business Clients under a 17/18-week reference period
- they work 15 days or less in a reference period that is 26 weeks or more - this applies to Mobile Workers whilst assigned to Calor under a 26-week reference period.

Both employers and workers shall be mindful that if a worker happens to exceed the above limits then they will be considered a 'Mobile Worker' for the purposes of the Regulations, and any calculation of Working Time will be retrospective i.e. include all hours driving and non-driving worked from the start of the Reference Period

3.01 Working Time

People who are subject to this Regulation must not work more than 60 hours per week or more than 48 hours average over the reference period.

Working Time is spent at work, where you are carrying out the normal activities of your job. Examples of this include; where you are driving, loading/unloading, undertaking cleaning, maintenance, safety checks, paperwork or administration. It is also time spent waiting when you do not know in advance for how long you will be waiting.

3.02 Periods Of Availability (POA)

Working Time must not be confused with shift or attendance time. There will be times when you are required to be available for work but are not actually doing any work. If you know in advance how long you are required to wait, and you are free to dispose of your time i.e. leave your cab (although you may choose to stay there), this is known as a Period Of Availability or POA.

If you are not able to leave your vehicle for reasons of safety or security, this does not exclude it from being recorded as POA.



POA does not count towards your Working Time.

POA must be known in advance, therefore if you are required to wait; you must ask how long you will be waiting for. If this time is reduced you may still record the lesser time as a POA. If the original estimated time expires you must ask again for a new time in order for the whole period to be recorded as POA.

Examples of POA include; waiting at ferry crossings, waiting to unload/load, waiting, whilst someone else is loading/unloading your vehicle, waiting with a broken down vehicle.

You are required to record your daily POA on your weekly Work Record. We will keep records of your Working Time and Periods Of Availability. Details of these records are available on request in writing.

Whilst our Clients do not have a legal responsibility to record your POA, they may choose to do so. POA can be recorded for them in a number of different ways, but most common is via the tachograph. Therefore the relevant mode should be selected on the tachograph unit.

As POA forms part of your total shift time, Manpower will always pay you for these periods. You may be at work and paid for Working Time, plus POA i.e. 48 hours average/week plus POA.

3.03 Breaks from work

The Road Transport (Working Time) Regulations applied to all drivers and crew in vehicles subject to EU drivers' Hours and Tachograph Regulations require that:

- Mobile Workers must not work more than 6 consecutive hours without taking a break
- If your working hours total between 6 and 9 hours, Working Time should be interrupted by a break or breaks totalling at least 30 minutes
- If your working hours total more than 9 hours, Working Time should be interrupted by a break totalling 45 minutes
- Breaks should be at least 15 minutes duration

3.04 Night work

The Road Transport (Working Time) Regulations provide for a maximum of 10 hours Working Time in any 24 hour period if any of the work is conducted between 00:00 – 04:00 for Large Goods Vehicles or 01:00 – 05:00 for Passenger Carriage Vehicles.

However, the Regulations allow this limit to be dis-applied with the consent of the workforce.

On 1 April 2015, a Workforce Agreement was signed between Manpower and the Workforce Representatives to this effect. This Agreement is in force until 31 March 2020.

This Agreement allows all drivers the flexibility to perform more than 10 hours Working Time in any 24 hour period. However, we recognise that not all drivers want to work these hours, therefore we will always seek alternative assignments for anyone not wishing to work in excess of 10 hours.

Please note All work patterns are still subject to EU drivers' Hours and Tachograph Regulations.

3.05 Workforce Agreement

This Workforce Agreement (“Agreement”) is made on the 1 April 2015.

Between:

- 1) Manpower UK Limited, Capital Court, Windsor Street, Uxbridge UB8 1AB (the ‘Employer’) and
- 2) The Workforce Representatives.

Whereas:

- 1) This Agreement applies to Relevant Employees
- 2) The Workforce have been nominated to represent the Relevant Employees
- 3) The Employer and the Workforce Representatives enter into this Agreement, pursuant to the Road Transport (Working Time) Regulations, to extend the night work limit
- 4) The Parties acknowledge and agree that the Road Transport (Working Time) Regulations will impact upon the manner in which the operation is conducted. The Parties agree that it is to the benefit of both Parties for specific provisions to be extended and modified, as agreed herein
- 5) The Agreement will have effect from the Start Date subject to satisfaction of the signature conditions set out in Clause 2
- 6) Before the Sign-up Date the Employer has provided all Relevant Employees with copies of the text of this Agreement and a summary explaining its implications.

IT IS AGREED as follows:

1. Definitions In this Agreement:

- 1.1 ‘Relevant Employees’ means all Mobile Workers and Night Workers as defined by the Regulations employed by the Employer from time to time
- 1.2 ‘Sign-up Date’ means 1 April 2015
- 1.3 ‘Start Date’ means 1 April 2015
- 1.4 ‘Regulations’ means the Road Transport (Working Time) Regulations 2005.

2. Signature Conditions

- 2.1 This Agreement shall not have effect unless signed by all Workforce Representatives on or after the Sign-up Date and before the Start Date.
- 2.2 For the purpose of Clause 2.2 no account shall be taken of any Workforce Representative who was not a relevant employee on the Sign-up Date.

3. Exclusions and modifications of the Road Transport (Working Time) Regulations

- 3.1 The Workforce shall be able to work beyond the 10 hour night work limit stated in the Regulations but only to the extent that this would not be in breach of other provisions of the Regulations or EU Driver’s Hours Regulations 3820/85.

4. Duration of Workforce Agreement

This Workforce Agreement shall have effect from the Start Date until 31 March 2020.

5. Amendment to Workforce Agreement

- 5.1 This Agreement may only be amended in writing and by agreement between a Director of the Employer and the Workforce Representatives
- 5.2 Nothing in this Agreement shall prevent the Employer and Representatives of a particular group of employees from entering a Workforce Agreement in different terms specific to members of that group and if such an Agreement is entered, to the extent that its terms conflict with those of this Agreement, those terms shall prevail.

6. Commitment to review

The Employer and Workforce Representatives express their respective intentions to meet together from time to time to review the operation of this Agreement in particular with a view to ensuring so far as reasonably practicable the health and safety at work of the workforce.

Manpower (UK) Limited

Workforce Representatives

Simon Edwards	Manpower UK Limited Operations Director
Gary Procter	Manpower UK Limited Agency Supply Manager
Steve Wray	Workforce Representative, Dewsbury
Peter McDonald	Workforce Representative, Dewsbury
Steve Reid	Workforce Representative, Lutterworth
Ronnie Pearson	Workforce Representative, Warrington
Pat Ambrose	Workforce Representative, Acton
Neil Towse	Workforce Representative, Exeter

3.06 Night work and health assessment

If you are undertaking regular night work (between the hours of 00:00 and 04:00), you are entitled to a free health assessment on request.

3.07 Other work

The Regulations require you to inform us, in writing, of any other work you have undertaken. If you have completed any other work, you will be required to complete a Non-Mobile/Mobile Worker Report Form on a weekly basis.

3.08 Rules: Road Transport (Working Time) Regulations

Definitions and	explanatory notes	Limits
Average weekly Working Time	You may work for a maximum average of 48 hours per week in any reference period. There are 3 pre-set reference periods per year of either 17 or 18 weeks. Your Manpower Representative will advise you of current reference period dates	48 hour weekly maximum average
Maximum weekly Working Time	You may work for a maximum of 60 hours in any week (Monday - Sunday)	60 hour weekly maximum
Breaks from work	You may not exceed 6 hours working time without taking a break, which must be a minimum of 15 minutes	30 minutes between 6 and 9 hours 45 minutes for over 9 hours (these breaks must be taken in blocks of at least 15 minutes).
Night work limit	Manpower has disapplied the night work limit	refer to Tachograph regulations

If you have any questions about your responsibilities under these Regulations, please contact your Manpower consultant who will be happy to help.



04 Driver Certificate of Professional Competence (Driver CPC)



Driver Certificate of Professional Competence, is commonly referred to as Driver CPC. The Driver CPC is for LGV (Large Goods Vehicles) and PCV (Passenger Carriage Vehicles) drivers who drive professionally throughout the EU.

It has been developed as a requirement of the EU Directive 2003/59, which is designed to improve the knowledge and skills of professional LGV and PCV drivers throughout their working life.

The licence categories that will be affected by Driver CPC are:

C1, C1E, C, CE (LGV), D1, D1E, D, DE (PCV).

4.01 Driver CPC training

Drivers of LGV and PCV vehicles are responsible for their own training.

Drivers who have held their vocational licence (D, D1, DE, D1E) prior to 10 September 2008 have acquired rights until 09 September 2013.

Drivers who have held their vocational licence (C, C1, CE, C1E) prior to 10 September 2009 have acquired rights until 09 September 2014.

Please note Any drivers who have obtained their vocational licence after the above dates, will need to pass the Driver CPC theory and practical tests in addition to the licence acquisition theory and practical tests if the intention is to drive professionally. These will need to be completed periodically to keep the Driver CPC qualification.

Drivers are required to undertake 35 hours of periodic training in blocks no less than 7 hours by either 10 September 2013 for PCV drivers and 10 September 2014 for LGV drivers.

Periodic training is recorded as hours of attendance and does not contain any formal tests, exams or assessments.

On completion of 35 hours the drivers will be issued with a Driver Qualification Card (DQC) similar to the Driver Smart Card for digital tachographs which is free of charge from the Driver and Vehicle Standards Agency (DVSA). This is evidence of the training completed and includes the date of expiry. Any training a driver undertakes will be recorded on a central database.

If a driver is attending a full 35 hour course (in blocks of 7 hours+) and fails to attend on any day the whole course would be void.

Please note The Working Time Directive states that if a driver is attending training, whether it is paid or unpaid the hours do count towards Working Time. This should be recorded as 'other work'.

If by 10 September 2013 as a PCV driver or 10 September 2014 as an LGV driver, the driver has not completed 35 hours periodic Driver CPC training, it is unlawful to drive professionally and the driver will be liable for the same punishment/prosecution as driving without the correct licence.

4.02 EU requirements

Driver CPC applies across all EU Member States, therefore all professional EU drivers are also required to qualify and hold a Driver CPC.

Drivers will be required to transfer the Driver CPC (DQC) before they drive professionally within the UK. To do this, the driver will need to apply for a UK Driver Qualification Card (application form number DQC1) from the Driving Standards Agency (DSA). These should be returned in 15 working days.

A driver will need to renew their Driver CPC every 5 years by completing a minimum of 35 hours approved training in a minimum of 7 hour blocks e.g. a PCV driver with 35 hours training on the 10 September 2013 will be required to obtain a further 35 hours training prior to the 10 September 2018.



4.03 Carrying the Driver CPC Driver Qualification Card (DQC)

The Driver CPC (DQC) must be carried at all times. This will be enforced by the Police, Driver and Vehicle Standards Agency (DVSA) and Driver and Vehicle Licensing Agency (DVLA). Also, any EU enforcement body can ask a driver for proof that his/her Driver CPC status is current whilst they are driving in other EU Member States and issue a penalty if a driver is in breach of the Directive.

If the Driver CPC (DQC) is lost, stolen or damaged, the driver must report it within seven days to the Driver Standards Agency (DSA) and apply for a replacement. You will be able to drive for up to 15 days without a card while a replacement is sent.

4.04 Exemptions to Driver CPC

Drivers of the following vehicles will not be required to hold a Driver CPC:

- A vehicle with a maximum authorised speed not exceeding 45 km/h
- A vehicle used by, or under the control of, the armed forces, a police force, a fire and rescue authority
- A vehicle undergoing road tests for technical development, repair or maintenance purposes, or of new or rebuilt vehicles which have not yet been put into service
- A vehicle used in a state of emergency or assigned to a rescue mission
- A vehicle used in the course of driving lessons for the purpose of enabling that person to obtain a driving licence or a Driver CPC
- A vehicle used for non-commercial carriage of passengers or goods for personal use.



05 Health and Safety

05



Manpower takes its responsibilities for the Health and Safety of its employees, assigned workers and any others that may be affected very seriously in our obligations under the Health and Safety at Work Act 1974.

5.01 Drivers' checklist

The following checklist covers the standard procedures, which you should keep to when undertaking any assignment. Some are legal requirements, some good operating practice and others just plain common sense. But all are essential if you are to carry out your work in a professional manner. Please read them and follow the advice given.

Check

- Your load is secure (you, as the driver, are legally responsible and it is no defence that it was loaded by someone else). Check it yourself, including the travelling height of the vehicle
- Your vehicle is not overloaded either in gross weight or individual axles. Ensure that the load is evenly distributed, particularly after partial unloading. If the vehicle is loaded to maximum capacity and you suspect it may be overloaded, then contact the Client to seek further for advice. But remember that it is a serious offence to drive an overloaded vehicle
- You have a record of the Client's telephone number in case of breakdown, theft, accident or delivery problem
- You have all necessary keys.

Never

- Leave the vehicle unlocked or unattended
- When you are parking overnight and the vehicle is vulnerable or has a valuable load, inform the local police and ask their advice
- Carry passengers or pets unless you have the express permission of the Client.

Always

- Leave the vehicle clean and tidy
- Obtain receipts for any expenses in connection with the assignment, e.g. petrol/diesel, parking, bridge or tunnel tolls, accommodation, etc. Give these to the Client at the end of the week or the assignment
- Check to see if the vehicle runs on diesel or petrol and fill up with the correct fuel.

5.02 Vehicle checks

The daily check is not meant to be an in-depth inspection of everything, as drivers are not usually qualified to carry out such inspections. However easily spotted faults should be picked up and rectified before the vehicle goes out. You must check the following items every day before leaving the depot:

Spare wheels

Some companies have an arrangement with a tyre firm. Make sure you know who to call in case of a puncture.

Fuel

Make sure you have enough fuel for the journey, that you know where to fill up and that you know what arrangements are made for paying, e.g. Agency Card.

Also check:

- Lights
- Brakes
- Water
- Wipers
- Mirrors
- Locks
- Indicators
- Tools
- Tyres and wheel nuts
- Oil
- Screen washers
- Tail lift
- Horn
- Analogue charts/digital tachograph rolls

This list is not exhaustive.

Make sure all defects are reported to the Client immediately using their defect reporting procedure.

Ensure you know how to operate all the vehicle equipment before you leave the depot. If in doubt – ask.



5.03 Accidents/incidents

No matter how small or trivial the accident/incident may seem, it's important you follow the procedure below.

Obtain these details:

- Name and address of drivers or owners and registration numbers of any other vehicles involved
- Details of insurance companies of the owners of other vehicles involved
- Names and addresses of witnesses
- Number of any police officer present
- Details of the width of the road, position of vehicles involved and any other traffic, skid marks, position of traffic signs, traffic islands, turnings, etc in the vicinity. Try to show these details in a sketch or photograph.

5.04 Reporting the accident/incident

There is a strict procedure to follow if you're involved in any accident/incident, which causes any of the following:

- Injury to anyone other than yourself
- Injury to an animal
- Damage to a vehicle other than the vehicle you are driving
- Damage to property on or adjacent to a road e.g. lamp posts, trees, gate posts.

This is the procedure:

- You must stop and give your name and address, plus the registration number of your vehicle you are driving and the name and address of its owner, to any person having reasonable grounds to ask for the information – such as a police officer
- You must report the accident/incident if someone is injured to any police officer, or to a police station, as soon as reasonably possible and within 24 hours
- You must also report full details of the accident/incident to the Client and your Manpower Representative, without delay. Upon return to the Client's premises, complete both the Client's and Manpower's Accident/Incident Report Form
- Forward copies of the Manpower's Accident/Incident Report Form to your Manpower Representative.

Statements:

- No statement should be made in which any liability or fault is admitted regarding your driving, the condition of the vehicle or security of the load
- No offers or promises should be made to third parties
- The police should otherwise be given all reasonable assistance.

5.05 Safety and manual handling operations

Manual handling can cause injuries. By following these measures, you'll reduce your risk of injury.

We'll work with the Client to try to make sure that operations which involve hazardous manual handling are eliminated. Once any risks are identified, we'll make sure they're reduced to the lowest possible levels.

Think first, lift afterwards.

5.06 Lifting on your own

To help you undertake lifting and carrying safely, we have drawn on our experience and the recommendations of the Manual Handling Operations Regulations 1992.

5.07 To start with – think before you lift

Assess the load. Read labels or instructions and be sure you understand them. Has a box got contents that could move when you lift? This could change the balance of the load and catch you off guard.

Do not be in a hurry to move the load. Make a plan. Where are you taking it? A long way? A short distance? Upstairs? It's better to make two easy journeys rather than a single risky one.

Do you need help – another person, equipment, a trolley?

Be sure to ask for help if you need it.

5.08 Getting ready to lift

- Balance is vital. Make sure the load is not too heavy or awkward for good balance
- Position yourself to lift the load with your body facing the direction in which you intend to carry it
- If the load is an uneven shape, make sure that the heaviest part is closest to your body. If the weight could shift, make sure that it will move towards you, not away
- Stand close to the load, with one foot in front of it and the other to one side
- Bend your knees – don't stoop
- Keep your back straight – not necessarily upright, but straight, while tucking your chin in
- Get a good grip. Use your whole hand, not just your fingers.

5.09 Lifting

- Lift steadily, not in jerky movements
- Straighten your knees and stand, keeping your back straight – this makes use of your leg muscles, which are stronger than those in your arms and back
- Keep the load close to you, and tuck your arms and elbows in against your body
- Keep your heels on the ground.

5.10 Carrying and handling

- Try not to twist your body, as it makes it harder for you to carry and balance
- To change direction, or move the load around, move your feet so that you turn your whole body
- Make sure you can see clearly over the load and do not change your grip unless the weight is supported
- To lower the load follow the same rules for lifting – bend your knees, keep your back straight, chin in, elbows in, heels on the ground, with the load close to your body
- Make sure that there is room to put the load down safely without danger to your fingers or toes, and be certain that it is safe where you have put it
- If you are putting the load on a bench or a table, set down on the edge and then push it forward (care must be taken not to scratch the surface). Do not stretch over the table with it
- If you are raising the load above head height, you may well need help. Your arm muscles will be weak in this position and it is also harder to balance.

5.11 Equipment

Some loads should not be moved by hand. Only use the appropriate equipment if you have had the necessary training. Otherwise, obtain the assistance of a trained operator.

5.12 Team lifting

Whenever a load is too heavy, awkward, or out of reach for one person, two or more people should handle it as a team. Team lifting requires organisation:

- Each person should be of approximately the same height and strength
- One person must be responsible for giving signals and instructions so that the team works as a unit
- Start by reminding everyone how important it is to lift and lower together, and not to change grip without warning the others
- Then apply all the same basic techniques as for individual lifting and carrying.



5.13 Health and fitness factors

Your state of health and fitness can affect your ability to lift and carry loads safely.

For example, if you are overweight, if you have a spine problem, arthritis, weak heart, high blood pressure or lung disease, you need to be extra careful.

Women who are pregnant are more at risk from lifting heavy loads or repeated manual work.

Also, if you are returning to work after a holiday or sickness you might need time to adjust. It can be a mistake to assume you can literally pick up where you left off.

The same is true if you are starting new work and handling different types of loads in unfamiliar locations.

In each case, take additional care to acquire the confidence to lift and carry without endangering yourself or others.

Make sure that your Manpower Representative and your colleagues are aware of your particular circumstances and for the safety of everyone. Always ask for training or instruction whenever you are unsure.

Remember that the weight of all loads can be deceptive, and whatever your health or fitness, treat every load with care.

5.14 Personal Protective Equipment (PPE)

Personal Protective Equipment, or PPE, is equipment or clothing that will help to protect you from the risk of injury when you are working. It is important for your safety. Before starting work, you should always ask your Manpower Representative what PPE is available, and use it at all times.

This checklist will help you. It draws on our experience and the Personal Protective Equipment Regulations Act 1992 to highlight the ways that PPE can make your work safer and protect you from other work taking place around you:

- Wear safety footwear to protect your feet against dropped loads
- Use gloves to avoid cuts and hot or 'cold' burns
- Wear eye protection to avoid chemical splashes
- Wear ear defenders where loud or sudden noises might distract or startle you, or where the constant level of noise might affect your hearing
- Wear nose and mouth protection where dust and fumes might be a hazard
- Wear a safety helmet when people are working overhead, or when you are in an area with restricted headroom
- Keep your PPE in a clean and serviceable condition
- Make sure you know how to use it.

5.15 Safety in the cab

Your seat is your place of work. And, as with any place of work, it's important to make sure it is as safe as possible to work in.

Always ensure a good seating position. It should be comfortable as you will be spending a lot of time in it, but you should also ensure that you have good vision and easy access to all the controls. Most vehicle seats have lumbar support and air-suspension. These are designed to prevent lower back pain that can occur on long journeys.

Always check that it is clear before opening the door. Never jump out of the cab – always climb down

Always ensure that you have good vision in all of your mirrors. Check that the 'blind-spot' mirrors are actually picking up the blind-spots.

Never leave equipment lying around unsecured that could fly around the cab in the event of sudden braking or an accident.

Under no circumstances should you pick up hitchhikers or unauthorised passengers.



5.16 Driver fatigue

Many drivers have experienced the feeling of drifting off while driving: head nodding, heavy eyelids, straining to keep eyes open.

The highest risk categories include commercial drivers as well as those who work irregular shifts. We are all most vulnerable to sleepiness at around 02:00 – 06:00 in the morning and 14:00 – 16:00 in the afternoon. This becomes even more dangerous when you're driving during rush hours.

Another high-risk time is when you're returning home from work at the end of a long day, particularly late or night shifts.

So make sure you take regular breaks, and don't push yourself too hard.

5.17 Drugs and alcohol

The effect of even a modest amount of alcohol, particularly when combined with a lack of quality sleep, has been proven to increase significantly the risk of accidents. We advise against drinking alcohol prior to, or during, any driving assignment in order to reduce the likelihood of an accident occurring.

Many medicines for colds, flu and hay fever cause unwanted drowsiness. You must read the information leaflet supplied with the medicine. Some medicines indicate that it 'may cause drowsiness'. If this is the case you should assume that it does. Never exceed stated doses.

Most of these types of medicines contain one or more of a group of substances called antihistamines. Some of these antihistamines are sold (under different names) as sleep aids.

There are alternative medicines available that cause less drowsiness. Due to the nature of your profession, we strongly recommend that you consult your doctor before taking any medicines.

5.18 Countermeasures

Many drivers have their own strategies for dealing with tiredness. But methods such as winding down the window and turning up the radio have only a limited effect and last for a very short period of time.

There really is no substitute for adequate sleep.

However, if you do become tired while driving, stop at the first safe opportunity and take a break. Research has shown that caffeine (coffee or energy drinks) will reduce fatigue for up to an hour. Caffeine takes about 20 minutes to take effect. Use this time to take a short nap.

Do remember that this is only an emergency measure. Plan your journey properly, take regular breaks and ensure that you have had adequate sleep before starting to drive.

5.19 Mobile phones

It is illegal to use a hand-held phone whilst driving. If you were to have an accident whilst using a mobile phone, even if it is hands free, you could be prosecuted for driving without due care and attention or dangerous driving.

It is an offence to use a hand held mobile phone whilst driving. This carries three penalty points (CU80) and a £100 Fixed Penalty Notice.

Many of our Clients provide a cab phone so that they can contact you to check delivery times and details. Please make sure you find a safe place to stop before answering the call and if necessary, call the Client back.

There is no phone call that is worth risking an accident for.



5.20 Safety when coupling

It's an everyday procedure for a C+E driver yet, every year, many drivers end up damaging their trucks, themselves or someone else by not coupling properly.

If it is performed correctly, coupling needn't be a difficult task.

These five simple steps help to establish a routine for the coupling procedure to make sure nothing is missed out:

Step 1 Check trailer

Ensure trailer brake is on and check that the trailer is roadworthy. It's a waste of time coupling up and then discovering you can't take it anywhere because it's illegal.

Step 2 Check ride height

Reverse the tractor to the trailer. It's good practice to use the mirrors for this. Simply ensure that the unit is centred by looking at the alignment of the rear wings with the trailer. Just before the rear wings disappear under the front of the trailer, stop the truck, apply the handbrake and climb out of the cab to check the height of the fifth wheel. The rear edge of the fifth wheel plate should be parallel with, or just lower than, the underside of the trailer.

If not, the unit or trailer height needs to be altered. If your unit has rear air suspension, it's simply a case of changing the ride height. However, if you're in a steel-sprung truck, you'll need to change the trailer height. Engage low gear on the landing legs by fully pulling out the handle, then winding it until the trailer is at the correct height.

Step 3 Reverse under

Once the heights are satisfactory, slowly reverse the unit under the trailer. If the trailer isn't regularly used with your unit, check that the fifth wheel and pin positions are compatible. If the fifth wheel is of the sliding adjustable type and is too far forward for the trailer pin, the trailer may hit the rear of the cab or the landing legs may come into contact with the rear lights and chassis.

When you're happy that the trailer will couple to the unit, reverse slowly under until you hear a clunk as the fifth wheel jaws engage. The pins in the fifth wheel prevent you from going any further back.

Step 4 Check and check again

Next comes the important piece and one that many drivers overlook – the tug forward. Engage first or second and give the unit a pull forward to check that the fifth wheel jaws have fully caught the pin. Then, apply the handbrake before leaving the cab to couple up the suzies. We emphasise the importance of applying the handbrake, as it's easy to forget with the trailer brakes holding the articulated vehicle in place – but once you've put that red suzie on, there's nothing to stop the outfit from rolling away if you're on a slope.

Step 5 Lights and legs

With the handbrake on, you can safely leave the cab. Ensure that the fifth wheel security device – normally a dog clip which goes in the hole in front of the handle is in place to stop the handle jumping out.

Next, couple up the air and electrical suzies. All lines will only connect properly with one receptor on the trailer, but it pays to check the electrical plugs before pushing them home. It is possible to force two female plugs together and create an electrical problem.

With all the suzies connected, (plus the ABS lead if fitted), you can go back to the cab, switch on the sidelights and hazards. If your unit runs on rear air suspension, you can jack it up, which will take the weight off the landing legs and make them easier to wind up.

Now check that the rear lights are working, and install the number-plate securely. Do this before winding up the legs as you'll probably have to wind them back down if the lights don't work. When you have wound up the legs, securely stow the handle to prevent it from swinging into passing traffic. If the red trailer brake button has been pulled out, push it back in or you'll not go very far. Once you're back in the cab, reset the air suspension ride height if necessary and pull away, testing the service brakes at the earliest opportunity.



5.21 Safety when uncoupling

Uncoupling a semi-trailer is more or less the same in reverse, with one or two extra points to take into consideration. If you're reversing your trailer towards a loading dock or wall to leave it there, make sure you take the number plate off first. Or, if you're positioning it against a dock to be tipped or loaded, don't forget to open the doors beforehand (unless, of course, the trailer's fitted with a roller-shutter).

When you've got it into the right position, first apply the handbrake, and then set the trailer brakes. The trailer should be dropped on hard standing at every opportunity. But if you think the ground may not be firm enough to support the weight, you've two options: you can either park elsewhere, or put something like a substantial piece of timber or an RSJ under the legs to help support the weight.

After parking, wind the legs down. If the trailer's loaded, it's a good idea to engage low gear once the legs touch down and to give the handle a couple of extra turns, as the front of the trailer usually sags an inch or two if there's weight on board.

With the legs down, you can undo all the suzies, then pull out the fifth wheel handle to release the jaws. After that, stow the number plate and ease the truck slowly forward. If the truck is on air suspension, drop it right down once you've driven forward a foot to stop the truck being catapulted away from the trailer, which can damage the wings and chassis. If you're in a steel-sprung unit, you should drive away slowly from under the trailer.

5.22 Tail lifts

Many of our Clients have tail lifts fitted to their vehicles. These are incredibly useful for loading/unloading, but can be a common cause of accidents when used incorrectly. Common injuries include trapped or broken fingers or limbs, but there is also a risk of getting caught under falling pallets or cages, or injuring yourself when jumping down from the tail lift itself.

If you haven't used a tail lift before, or you're not familiar with the type fitted to your vehicle, you need to have the right safety training before loading or unloading anything.

Before operating a tail lift, you need to know the Safe Working Load (SWL), which will be displayed on a plate fixed to the lift. Also check for leaking hydraulic fluid and damage to the tail lift. If there are any defects, you must report them immediately.

Remember to put up any cage restrictions prior to moving goods on or off the tail lift.

Before loading or unloading, always check that the vehicle's on level ground, that there's enough clearance behind the vehicle, and that nobody is about to walk into your working area.

Always

- Check for loose clothing that could entangle you
- Make sure that the load is within the SWL of the tail lift
- Check that there's sufficient clearance behind the vehicle
- Be aware of any pedestrians or vehicles around you
- Stand clear of the gap between the moving platform and the vehicle body or ground
- Use stops or guards where fitted.

Never

- Allow an untrained person to operate the tail lift
- Move the vehicle without first locking the tail lift in its closed position
- Leave the power supply connected when the vehicle is unattended
- Jump down from a raised platform
- Attempt to stop a load from falling.



5.23 Roll cages

Many of our Clients use roll cages. They can be a very useful labour saving tool when used correctly.

If you haven't used roll cages before (whether that's in general or just the particular type you're faced with), you must seek guidance from someone who has, before you use them.

Always

- Make sure that the wheels can move freely (they can easily become entangled with shrink-wrap or debris)
- Repack top heavy cages before moving
- Secure cages on the vehicle with straps or bracing bars
- Apply the cage brake when not moving the cage
- Check the route that you are going to take before moving the cage. If it involves steep slopes or narrow gangways, you may have to unload the cages by hand.

Never

- Load empty cages that are folded flat and stacked together lengthways down the vehicle. Load them across instead
- Pull a cage. Always push it.



06 Driver and Vehicle Standards Agency (DVSA)



As a professional driver, you may be asked to stop by the police or a Driver and Vehicle Standards Agency (DVSA) officer.

The police and DVSA have the power to stop lorries, buses and coaches and carry out spot checks on your vehicle and issue prohibitions if necessary. A prohibition prevents you from driving until you get a problem with your vehicle fixed.

Police and DVSA officers can also issue fixed penalties if you commit an offence, depending on the circumstances and seriousness of the offence.

6.01 How to recognise a DVSA officer

DVSA officers wear yellow visibility jackets with either the VOSA or DVSA logo, and they'll always carry a DVSA warrant card.

Their vehicles are marked with a black and yellow print on the side and either a VOSA or DVSA logo on the bonnet.

6.02 What happens when you are stopped?

The checks are carried out either at the roadside or at dedicated testing sites. The checks are used to keep unsafe vehicles off the road. Your vehicle could be impounded if you commit a series of serious offences.

The officer checks that the vehicle isn't breaking any rules and regulations. This includes:

- Checking authorised load weights and type of load permitted
- Checking vehicles for roadworthiness and mechanical faults
- Looking at your tachograph records
- Making sure you have a valid occupational driving licence

If you're carrying a high-value load you can keep your engine running, doors locked and windows closed until you're sure you've been stopped by a genuine police or DVSA officer.

6.03 If you don't stop

Not stopping when asked to by a uniformed officer is an offence. The incident will be officially recorded and you will be interviewed - you may then face court action or be reported to the Traffic Commissioner.

Please note You should report all incidents to your Manpower manager and the Client either, as they occur, or at end of shift debrief.

6.04 Prohibitions/Fixed Penalties

You may be given a prohibition by a police officer or an officer from the Driver and Vehicle Standards Agency (DVSA). You could either get an immediate or delayed prohibition, depending on how dangerous your vehicle is, which may prevent the vehicle being used until repairs are carried out.

You may also be issued a divers' hours prohibition if you have not adhered to the rules for drivers' hours and tachographs.

You will ordinarily receive a fine for all prohibitions, however you may also be prosecuted and have your vehicle immobilised.

Please note It is your responsibility to make sure your vehicle is roadworthy, through the completion of a daily vehicle check, and you are in adherence to the rules for drivers' hours and tachographs.

07 Cash Handling



On some assignments you may be asked to deliver 'cash on delivery' consignments. If this is the case your Manpower Representative will always advise you in advance.

However, if you are asked by a Client to collect cash or cheques, and your Manpower Representative did not advise you before the assignment that it would involve cash handling, you must phone us immediately. We will liaise with the Client and ensure their procedures protect you from any financial discrepancies.

In any event, when you return the cash to the Client at the end of the day, you must obtain a receipt.



08 Manpower ID Badge



One of the conditions of your employment is that you always carry a Manpower ID Badge whenever you're on assignment.

This shall be renewed on a bi-yearly basis (January), unless the assignment you are working on requires this to be completed more frequently.

For security reasons, you may be asked to provide your Manpower ID Badge before picking up or dropping off a load and whenever you visit a Client site, to demonstrate that you are a Manpower employee.

All you have to do to receive your Manpower ID Badge, is to provide your Manpower Representative with a colour passport sized photo of yourself. At the end of your employment with us, you must return your Manpower ID Badge to your Manpower Representative.



09 Your Work Record



Your Work Record is extremely important, as it's the only way to guarantee that you get paid correctly for the work you've done.

There are two ways in which a work record is completed, depending on which client you are working for.

9.01 Online Time Sheets (OLTS)

This is Manpower's standard process – if applicable, you will be issued with an Employee User Guide.

9.02 Signed Work Record

Where Online Time Sheets are not applicable, it is your responsibility to complete a manual work record for each week you work (Mon – Sun), and to ensure that the relevant Client signs off each day's work. At the end of the week, total the hours for each day to arrive at your weekly total, and sign the declaration at the bottom of the Work Record.

It is your responsibility to ensure your Manpower consultant is in receipt of your Work Record by 09:00 each Monday.

Please note

- Each Work Record is for one week only. You can only fill in the hours for one particular week on any one Work Record
- Any alterations to the daily or total hours on your Work Record must be signed by the Client
- You should always try to make sure that there's an authorised member of staff around at the appropriate time to sign your Work Record, particularly when there's night or weekend work involved. If you can't get your Work Record signed, get in touch with your Manpower consultant as soon as possible, and we will do our best to assist you
- When you require another Work Record contact us and one will be sent through to you.

Remember

If you're unable to sign the declaration, on either the Online Time Sheet or the Manual Work Record, you will need to submit a Non-Mobile/Mobile Worker Report Form and any accompanying Accident/Incident Report Forms. You can obtain these documents from your Manpower consultant.





Manpower

Driving & Logistics Work Record

Name - Please insert your full name here (BLOCK CAPITALS)

Employee Name

Client name MUST be entered for each day

	Client Company Name	Start Time	Finish Time	Unpaid Break	Basic Hours	O/T Hours	Total Hours Worked (minus unpaid break)	POA
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
Saturday								
Sunday								
Total Hours Worked								

POA - Record all Periods of availability which, must be authorised by the client

Week Ending Date / /

Week ending date - Always the Sunday if the week we are in. Do not use an old work record as this may invalidate your work record.

Client Authorisation (An authorised signature is required for each day worked)

Client Authorisation				Manpower office use only	
Client Contact Name	Position/Title	Signature	P/O Number	W/R Number	CMS POA

You MUST record your start, finish & break times

Ask the client to sign and print their name and date on the work record for each day of work.

Office use only.

Remember to add up the total number of BASIC and OVERTIME hours minus the breaks

Total your BASIC and OVERTIME hours each day

Mobile Worker Report Form attached Accident/Incident Report Form attached

Non-Mobile Worker Declaration (staff assigned that are not in scope of EU driver's hours and tachograph regulations/Road Transport (Working Time) Regulations 2005)
I declare I have had no accidents, near misses, dangerous occurrences or undertaken any other work. If I am unable to sign this declaration, I shall submit a Non-Mobile/Mobile Worker Report Form.

Mobile Worker Declaration (staff assigned that are in scope of EU driver's hours and tachograph regulations/Road Transport (Working Time) Regulations 2005)
I have complied with the EU driver's hours and tachograph regulations that apply in parallel to the Road Transport (Working Time) Regulations; retained the current day and the previous 28-calendar days' charts and/or digital records, and have returned the previous charts/records to the relevant clients. I declare I have had no accidents, near misses, dangerous occurrences or undertaken any other work. If I am unable to sign this declaration, I shall submit a Non-Mobile/Mobile Worker Report Form.

Name

Signature

Date

Remember to read the driver declaration each week before you print your name, complete your signature and date. If you cannot sign drivers declaration you MUST complete a Drivers report form