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# BROOKSON ONE

## BROOKSON CIS SOLUTIONS LIMITED EMPLOYEE HANDBOOK

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## **Introduction**

Welcome to Brookson CIS Solutions Limited!

The purpose of this Handbook is to inform you of your rights and obligations as an employee of Brookson CIS Solutions Limited ('Brookson'). The Handbook should be read in conjunction with your Contract of Employment; unless stated otherwise the details contained in this Handbook do not form part of your Contract of Employment.

The Handbook is meant to help you. If there is any misunderstanding or you have a problem or general query concerning your employment rights which you would like to discuss, you should contact Brookson's Employee Relations Team in the first instance on 0845 058 1555 or 01925 235 758 or email [umbrella@brookson.co.uk](mailto:umbrella@brookson.co.uk).

## **Section 1: General Rules**

### **1. Personal Details**

Brookson needs to maintain up-to-date records for you detailing your home address, home telephone number, mobile telephone number, next of kin details and bank/building society sort code and account number.

You should always inform us as soon as possible if any of your personal details change so that we can update your records accordingly.

### **2. Changing Assignments**

It is your responsibility to advise us whenever you change your registration with an Agency or you start a new assignment. Where possible you should discuss any changes to your work with us at least 7 days before any changes are due to take effect. This will enable us to ensure that all contractual documentation is in place before your new assignment starts to enable payments to be made for work you carry out in a timely fashion.

Failure to report any changes in your assignments may delay payments being made to you.

A Health and Safety Assessment Form ('HSA') will be sent to you for completion upon commencement of your new assignment. You should refer to the *Health and Safety Assessment - Brookson Guidelines* to assist you in completing the form.

### **3. Expenses**

For full details of Brookson's policy on expenses you are referred to the *Brookson Solutions Limited - Tax Deductible Expenses – Brookson Guidelines* which can be download from the Employment Solution compact disc, alternatively a copy can be obtained from the employee relations team.

It is vitally important that you follow these Expenses Guidelines as failure to do so may result in expenses not being reimbursed to you.

### **4. Pension**

You are entitled to become a member of the NEST Pension Scheme or such other registered pension scheme as has been set up by Brookson, subject to satisfying certain eligibility criteria and subject to the rules of such scheme as amended from time to time.

In accordance with the terms of the scheme you will be automatically enrolled into the NEST Pension Scheme unless you notify the scheme provider that you wish to opt-out.

Brookson also operates a stakeholder pension scheme which you may be eligible to join subject to the rules of the scheme from time to time in force. Details of this scheme can be obtained from Brookson Financial Services on 01228 550 055 or on e-mail at [advice@brooksonfs.co.uk](mailto:advice@brooksonfs.co.uk).

### **5. Intoxicants**

Intoxicants or drugs of any kind may neither be brought onto nor consumed upon an End Client's premises without prior permission. If drugs have been prescribed to you by your medical practitioner advice should be sought from Brookson as to whether a First Aider on the End Client's site should be informed. Neither Brookson nor its End Clients tolerate the consumption of alcohol either immediately prior to or during working hours. Failure to comply with this policy will be deemed to be a serious breach of health and safety and may constitute misconduct. It may also lead to the termination of the assignment by the End Client.

### **6. Smoking**

Brookson and its End Clients operate non smoking policies. Smoking is only permitted in designated areas, if provided.

## **7. Conduct**

You are expected to work conscientiously and safely whilst on assignment and achieve and maintain a standard of workmanship that may be reasonably expected of an employee with your experience, skill and/or qualifications.

You are expected to act wholeheartedly in the interests of Brookson at all times. Any conduct detrimental to these interests, or relations with the Agency, End Clients and/or the general public shall be considered a breach of your Contract of Employment.

Any general notices displayed by Brookson (either on the reverse of your payslip or otherwise) should be read and observed at all times.

Whilst you are on assignment, you have an obligation to ensure that you treat everyone equally and you should not act in any manner which could be considered to be of an unlawful or discriminatory nature towards fellow employees, or other people with whom you come into contact; for more details see the Equal Opportunities Policy.

## **8. Jury Service**

If you are required to serve as a juror you must inform us as soon as possible of the dates that you expect to be absent from work. If you are not required at court during any part of your jury service you should attend work whenever this is reasonably practicable. If you are on jury service you should claim the maximum compensation for loss of earnings. You will not be paid in respect of time taken off for jury service.

## **9. Job Seekers Allowance**

If you are between Assignments, but wish to claim Job Seekers Allowance (JSA), you will be required to resign from your employment with Brookson before you will be entitled to claim it.

## **10. Finishing an Assignment**

If your assignment comes to an end, or you wish to leave an assignment, you should inform us as soon as possible to enable Brookson to meet any contractual obligations it may have with the Agency/End Client.

In the period between assignments, it is your responsibility to contact Brookson on a regular basis (and at least every week) to confirm that you are still available for work.

**11. Gap pay**

You are entitled to receive gap pay at your basic hourly rate as specified in your contract of employment providing that all the criteria as set out in the contract of employment has been met.



## **Section 2: Data Protection**

Brookson has a statutory duty to ensure that all personal information relating to you is kept confidential under the Data Protection Act 1998. Brookson is obliged to keep all of your personal data on file, both in order to comply with the terms of your Contract of Employment and to comply with employment and tax legislation.

With your consent, Brookson may also need to keep additional sensitive personal data on personnel files from time to time.

Sensitive personal data includes information about a person's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition of sexual life, or about the commission of, or proceedings for, any offence committed or alleged to have been committed by that person, the disposal of such proceedings or the sentence of any court in such proceedings.

If sensitive personal data is being processed, we will take reasonable and proportional steps to ensure that your specific consent is obtained prior to such processing taking place.

### **1. Enquiries**

Brookson's Data Protection Manager is Martin Hesketh.

### **2. Scope**

For the purposes of the Data Protection Act 1998, by engaging the services of Brookson or returning your Contract of Employment, you consent to your personal data being held and processed by Brookson for purposes relating to your employment, including but not limited to the following:-

- (a) Administering and maintaining personnel records;
- (b) Paying and reviewing salary and other remuneration and benefits;
- (c) Providing and administering benefits;
- (d) Maintaining sickness and other attendance records;
- (e) Providing references and information to future employers on request and if necessary to Her Majesty's Revenue and Customs ('HMRC'), the Contributions Agency and other authorised bodies;
- (f) Providing information to Agencies;
- (g) Providing information to our advisers and auditors including but not limited to, Brookson Legal Services, Irwin Mitchell LLP, DWF LLP and the FCSA.

Brookson will take all reasonable and proportionate steps to ensure that personal data is secure and is only made available to those persons who require access in order to perform their role in the course of Brookson's business.

Brookson may from time to time pass your information on to its business partners in order to provide you with an illustration and for administration, identification, statistical analysis, marketing, employee relations, assessing your working patterns and other management and statistical profiling. Brookson will not pass on such information without first obtaining your consent. Brookson's business partners include Jordan's Limited, DWF LLP, HSBC, Royal Bank of Scotland, Equifax Plc, Credit Safe UK, Tenon Plc, Ernst & Young LLP, Kingsbridge Risk Solutions Limited, Jelf Manson Limited, the FCSA, Brookson Legal Services, Irwin Mitchell LLP and Brookson Financial Services.

Personal information will be kept on file during your employment and for a period of up to six years following the termination of your employment.

### **3. Accuracy of Personal Data**

Brookson will take reasonable steps at reasonable intervals to ensure the accuracy and relevance of the data held on its personnel files.

### **4. Access to Personal Data**

You are entitled to request a description of the personal data held on your personal file, the purposes for which the data is being processed and the persons to whom the data may be disclosed (such as the HMRC). If you wish to make such a request, it should be made in writing to the Data Protection Manager at the usual Brookson address together with the appropriate fee which is currently £10.00.

### **5. Employees' Responsibility**

Data protection is a responsibility shared by Brookson and its customers/employees. You are expected to familiarise yourself with and observe at all times the Brookson policy relating to data protection and additional instructions which may be issued from time to time.

If you are required as part of your assignment/employment to process data about other Brookson members, employees or customers you must treat such information as confidential and in accordance with either this or, where applicable the customer's Data Protection Policy.

## **6. Website Policy**

Use of the Brookson website ([www.brookson.co.uk](http://www.brookson.co.uk)) is subject to Brookson's Website Policy and Privacy Policy. You should be aware that use of the Brookson website may result in additional information being gathered and stored about you. A copy of the Website Policy and Privacy Policy is available on the website.

### **Section 3: Health and Safety Policy**

Brookson recognises that it is responsible for ensuring, so far as is reasonably practicable, your health, safety and welfare and it believes that, so far as is reasonably practicable, the pro-active management of health and safety issues is an integral part of its obligations to you as its employee. This policy sets out in broad terms the legal responsibility owed by Brookson and by you as an employee. Brookson recognises that you may be required to work at remote sites and therefore reasonable attempts will be made to liaise with all duty holders to ensure that your health, safety and welfare is safeguarded.

As an employee you are expected to fulfil your legal responsibilities regarding health and safety by ensuring you take reasonable care for the health and safety of yourself and of other persons who may be affected by your acts or omissions. You are expected to fulfil this duty by following this Health and Safety Policy, and complying with all requirements of the Brookson Health and Safety Management System.

#### **1. Brookson's Responsibilities**

Brookson has a responsibility with regard to all matters relating to your health, safety and welfare and, so far as is reasonably practicable will:

- a) Ensure in conjunction with the End Client, that the provision and maintenance of plant and systems at work are safe and without risk to health;
- b) Ensure that arrangements for the use, handling, storage and transportation of articles or substances, are safe and eliminate any risks to your health;
- c) Ensure that there is provision of such information, instruction, training and supervision as is necessary, to ensure your health and safety at work;
- d) Ensure in conjunction with the End Client, that the workplace is maintained so that it is safe and without risk to health and to further ensure that access and egress from the workplace are safe and without such risk;
- e) Provide and maintain, in conjunction with the End Client, a working environment for you that is safe and without risk to health and that facilities and arrangements are made so as to ensure your welfare whilst at work.

#### **2. Your Responsibilities**

You are expected to familiarise yourself with this document and comply with Brookson's policies and procedures and where necessary, those of the End Client. Please note and comply with the following:

- a) You must wherever possible, before commencement of your assignment, complete a HSA and return this to Brookson;
- b) You must report all injuries and cases of illness to us. Where appropriate you must also report injuries to the End Client/Agency;
- c) You must make yourself aware of the arrangements for fire protection, fire fighting and evacuation of the premises of the End Client. All fire exits, passage ways, stairways and their approaches are to be kept unlocked and free from obstruction at all times. If you become aware of any contravention of these arrangements please report it immediately to us. Where appropriate you must also report it to the End Client/Agency;
- d) You must ensure that you are familiar with the location of the First Aid facilities;
- e) You must not operate any equipment unless you are specifically authorised to do so by either Brookson or the End Client;
- f) You must ensure that you request, read and understand all applicable site specific risk assessments, method statements and safe systems of work from the End Client prior to undertaking any work activities which pose a risk to your safety, health or welfare;
- g) You must take reasonable care for your own health and safety and the health and safety of others who may be affected by your acts or omissions. In addition, you must take reasonable care of the End Client's premises;
- h) You must operate and/or use all work items correctly and for the purpose for which they are provided in accordance with any training and instruction received in respect of that equipment. Personal Protective Equipment ('PPE') must be worn at all times. Should any of your PPE become faulty or ineffective, please inform the End Client, Agency or us immediately so that replacements can be provided. If you provide your own PPE then you must ensure that it is fit for the purpose intended;
- i) You must not intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare by Brookson or the End Client;
- j) Should any fault occur in respect of any equipment, you should not carry out any repair and any fault should be reported immediately to the appropriate party e.g. Brookson/End Client;

- k) You must inform us, by telephone or email, of any factor in your working environment which may present a serious or imminent danger to yourself or other employees attending the End Client's premises. Where appropriate you must also report injuries to the End Client/Agency.
- l) If during your working activities you are required to work within a controlled radiation area you must supply Brookson with copies of your current dose records.
- m) Wilful or reckless disregard of the above, or any other instructions in relation to health and safety may result in disciplinary action being taken in accordance with the Disciplinary, Performance and Capability Procedure.

### **3. Arrangements for Health and Safety**

Brookson will endeavour to meet its responsibilities highlighted above by using and developing the following:

a) Health and Safety Assessment Form ('HSA')

The HSA is a structured information gathering tool which is completed by you upon commencement of each new assignment. The areas covered by the Assessment Form allow Brookson to exercise a degree of supervision over the working environment of all its employees ensuring they have access to all relevant documentation and information needed to enable them to undertake their duties safely.

b) Information Resource

Brookson recognises the valuable contribution you can make to the overall management of health and safety. The better your knowledge base regarding health and safety, the more competent and capable you will be at recognising potential health and safety problems.

In order to provide employees with the information they need, Brookson has developed an extensive information resource which holds information relevant to the health and safety issues employees may face while undertaking their working activities. The information can be obtained through easy to digest helpsheets which provide a detailed view on any given subject. The entire Information Resource can be found in the Members' Area of the Brookson website.

c) Health and Safety Helpline

We will help you to obtain advice regarding any health and safety issue that you may have. During the hours of 8am to 6pm, we will be available to take your details, a brief summary of your query and then arrange for a competent person to call you back and assist you with your query. We can be contacted on 0845 058 1200.

d) Accident Reporting

Brookson recognises that it has a duty under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 to report certain accidents and cases of occupational disease to the relevant enforcing body. To comply with this duty, Brookson operates an accident reporting procedure which requires you to report the occurrence of an accident or occupational disease as soon as possible and then complete the Brookson Accident Report form within an agreed timeframe. Once in possession of the necessary information Brookson will make the appropriate report to the enforcing body. Records of accidents and injuries will be kept for 3 years from the date made.

#### **Section 4: Tools and Equipment**

You must ensure that any tools and equipment you are required to use during your employment are used safely and correctly.

Where tools and equipment are allocated to you for the purpose of an assignment, it is your personal responsibility to ensure that such tools and equipment are returned to the appropriate party in good working condition, either at the end of your assignment or upon request. You must not remove any material or equipment which does not belong to you from the End Client's premises or other place of work without permission from the appropriate party.

## **Section 5: Attendance**

If you are absent from work, for whatever reason, you should comply with the notification requirements as set out below. Please note that absence due to pregnancy will not be dealt with in accordance with the procedure set out below.

### **1. Notification Requirements**

In the event that you are absent from work due to personal sickness or injury you should notify us before 10.30am on the first working day on which you are unable to attend work.

If you are absent from work due to sickness or injury you should act sensibly and honestly and do your utmost to facilitate a speedy return to fitness and to work. Brookson will not normally expect you to participate in any sport, hobby or social activity which is in any way inconsistent with your illness or injury or which may aggravate your condition or delay recovery. Nor would we expect you to take any other employment whether paid or unpaid, to engage in any work around your home, e.g. home improvement, or to engage in any other activity which is inconsistent with the nature of your illness or injury.

### **2. Poor Attendance Record**

Inevitably, there may come a time when the inconvenience caused by the number and frequency of absences means that it may be necessary to dismiss you even if the reason for your absence is genuine sickness which is covered by Medical Certificates.

However, in all cases, Brookson will take into account the nature of your illness, the likelihood of it recurring or some other illness arising, the length of the various absences and the periods of good health between them and the need for Brookson to have the work done before any action is taken.

You should be aware that your non-attendance may lead to your removal from a particular assignment. This does not mean that your employment with Brookson has been terminated.



### **3. Action taken by the Agency or End Client**

You should always remember that you are an employee of Brookson and any action taken by the Agency and/or an End Client in terminating an assignment will not terminate your employment with Brookson. Furthermore any action to be taken in respect of your absence from work must be taken by Brookson and no other party.

## **Section 6: Sick Pay Scheme**

Brookson operates a Sick Pay Scheme ('SSP') in accordance with the statutory provisions.

If you are absent from work as a result of personal sickness or injury you may be entitled to receive SSP in accordance with the procedure set out below.

SSP may be paid for up to 28 weeks in any period during which you are incapacitated from work due to sickness or injury. SSP is paid weekly through the normal payroll, in the same way as wages. Deductions will be made in respect of Income Tax, National Insurance contributions and any lawful deductions as required.

### **1. Eligibility for SSP**

Unless you are an 'excluded' employee (see below) you will be eligible to receive SSP if:

- (a) your average weekly earnings are at least at the lower earnings threshold for National Insurance contributions (details of the current rate and lower earning threshold are available on request); and
- (b) you are incapable of work for 4 or more consecutive days.

When calculating the number of days you are capable of working Monday to Friday are counted. This means that you must report sickness on these days so as not to prejudice your entitlement to SSP. If there are two or more periods when you are incapable of work which are separated by less than 8 weeks (i.e. 56 days or less) they count as one single period of incapacity.

If you are incapable of work for a period of less than 4 days at any one time you are not eligible for SSP.

## **2. Excluded Employees**

The following employees are excluded from SSP:

- (a) anyone who has claimed sickness benefit, invalidity benefit, non-contributory pension, maternity allowance or unemployment benefit within the last 56 days;  
(In this case you will be given a "linking" letter from the Department for Work and Pensions ('DWP') which you must immediately send to us and which will notify us of the date from which SSP will become due);
- (b) a new starter who has done no actual work at all for his/her Employer when he/she falls sick; or
- (c) anyone who falls sick during industrial action in which he/she is participating or has a direct interest in; or
- (d) anyone who is pregnant and falls sick within the "Disqualifying Period" (which can start at any time from the eleventh week before the expected week of childbirth and continue up to the sixth week); or
- (e) anyone who has already received 28 weeks' SSP in respect of a single (or linked) period of incapacity; or
- (f) anyone working outside the European Community; or
- (g) anyone in legal custody.

## **3. State Sickness Benefit**

If you are not eligible to receive SSP (or have received all the SSP to which you are entitled) you may be entitled to receive State Sickness Benefit or State Invalidity Benefit. Please contact us for further details.

## **4. Days For Which Payment Is Due**

Your qualifying days are Monday to Friday and you will receive SSP for any qualifying day in which you are absent except for the first three qualifying days.

## **5. Genuine Illness**

SSP can only be paid when you are genuinely ill and are incapacitated from doing any work that you are employed to do or could reasonably be expected to do on behalf of Brookson. Brookson is entitled to investigate the reason for your absence before making any SSP payments to you and payments may be withheld if Brookson has any reason to believe that you are not genuinely ill or that illness or injury does not prevent you from working. Payments may be withheld or delayed if you fail to comply with any of the rules set out below. If payment is withheld you will receive a written

explanation of the reasons why and may appeal to an Adjudication Officer at the DWP if you believe that the SSP has been withheld incorrectly.

## **6. Leavers**

If you are still sick when you leave your employment you will be sent a Leaver's Statement. You should give this to your new employer if your employment begins within 8 weeks.

## **7. Rules Relating to SSP**

It is extremely important that you comply with the rules set out below. Failure to do so could result in payment of SSP being withheld.

- (a) You should notify us as early as possible but no later than 10.30 am on the first full day of sickness (unless this is a Saturday and a Sunday in which case notification should be made on the following Monday). Notification may be by telephone or in writing, or in extreme circumstances you may ask someone else to contact us on your behalf.
- (b) You should notify us every 7 days if you are still incapable of returning to work.
- (c) You should provide us with sufficient details to demonstrate that you are genuinely sick and details of when your sickness began and how long you (or your doctor) think it will last.
- (d) You should also provide us with evidence of your incapacity. You can certify yourself for the first seven consecutive days of absence (including Saturdays and Sundays) but after that you will be required to submit a Doctor's sick note (now referred to as a "fit note") to us no later than the tenth day after your absence began. Brookson reserves the right to investigate any self-certification of absence and may, at its entire discretion, require you to undergo a medical examination to substantiate your illness.

If you have any queries concerning the SSP Scheme please contact the Employee Relations Team.

<http://www.ulster.ac.uk/hr/Forms/Self%20Certification%20Certificate.pdf>. This link will take you to a standard Self certifying sick note.

## **Section 7: Annual Leave**

### **1. Holiday Entitlement**

Your holiday entitlement is set out in your Contract of Employment.

You have agreed by signing your Contract of Employment that you are happy to be paid an allowance in your hourly rate in respect of your holiday/leave entitlement. Full details of which are contained in your payslip.

### **2. Notification Requirements**

Should you wish to take holiday/leave, you are required to inform Brookson by either telephoning us, sending an e-mail to [umbrella@brookson.co.uk](mailto:umbrella@brookson.co.uk). or by sending a fax to 0845 058 1333.

It may also, in some circumstances, be polite and courteous to inform the Agency of your intention to be absent from work due to holiday. Brookson will of course advise your Agency on your behalf if you specifically request this.

## **Section 8: Time Off For Antenatal Care**

### **1. Entitlement**

You are entitled to take time off during your normal working hours to receive antenatal care, although whenever possible you should arrange your appointment at the start or end of your working day. Antenatal care includes appointments with your GP, hospital clinics and relaxation classes.

### **2. Notification Requirements**

You should advise us that you will be absent as far in advance of your appointment as possible. You may be asked to produce an appointment card. It is also polite and courteous, where appropriate, to inform the End Client and/or Agency of your intention to be absent.

### **3. General**

There will be no deduction of salary for attendance at an authorised antenatal appointment.

## **Section 9: Maternity Leave**

### **1. Ordinary Maternity Leave**

You are entitled to a 26-week period of ordinary maternity leave.

### **2. Additional Maternity Leave**

As an employee, you will also be able to take an additional period of 26 week maternity leave and return to work at any time up to the end of 52 weeks from the Sunday before your child is actually born.

### **3. When Can You Start Your Maternity Leave?**

You can start your maternity leave at any time after the start of the 11th week before the week in which your child is due [this week is also known as your Expected Week of Confinement ('EWC')].

The only exception to this is if you are ill because of your pregnancy at any time after the start of the 4th week before your child is due. In such a case Brookson reserves the right to require you to start your maternity leave on the first day of your absence.

### **4. Notification Requirements**

At least 15 weeks before the EWC you must notify Brookson in writing (by sending the information to Brookson) of the date on which you want your maternity leave to start and at the same time you must provide a certificate from your doctor or midwife confirming that you are pregnant and the week in which your child is due.

You can change your mind about when you want your leave to start provided that you tell us 28 days before hand, unless this is not reasonably practicable. We will respond to your notification of leave plans within 28 days.

You should make sure that you enclose a Form MAT B1 duly signed by your doctor when you notify Brookson. If you start your maternity leave earlier than you expected to because your baby is born early you must notify Brookson in writing as soon as you are reasonably able to do so. You should state that you are absent due to the early birth of your child and the date upon which the child was born.

Should you be absent due to illness because of your pregnancy you must notify Brookson in writing of the reason for your absence as soon as you are reasonably able to do so.

## **5. Returning from Maternity Leave**

If you wish to return to work before the end of your ordinary or additional maternity leave period we would ask that you give Brookson 28 days advance notice, specifying the date of your return. Brookson reserves the right where you have not served 28 days notice to postpone your return date to ensure that Brookson has 28 days notice of your return. However, your return will not be postponed beyond the date upon which your ordinary or additional maternity leave would have expired. If Brookson does decide to postpone your return then it will advise you in writing accordingly. Where you have been notified of the postponement, Brookson is under no obligation to pay you should you return to work early.

If you return to work at the end of your extended maternity leave period, you do not need to notify Brookson in advance of the date of your return.

If you are too ill to return to work at the end of either your basic or your additional maternity leave period, the company's sickness and absence policy will apply. You will be deemed as having returned to work on sick leave, as long as you provide Brookson with a medical certificate signed by your doctor in accordance with the sickness and absence policy. This applies irrespective of when your child is due.

## **6. Maternity Pay**

To qualify for Statutory Maternity Pay ('SMP') you must have at least 26 weeks service by the end of the 15th week before the week in which your child is due. You must be pregnant or actually have given birth by the eleventh week before the week in which your child is (or was) due and you must have stopped working for Brookson because you are pregnant or have given birth. SMP is payable whether or not you intend to return to work.

SMP is payable for a maximum of 39 weeks.

Week one of your maternity pay period is the week after you leave work or start your maternity leave. You will not be entitled to statutory sick pay during your maternity leave.

To claim SMP you must give 21 days' written notice of your intention to take maternity leave. A form for this purpose is available from Brookson which can be obtained by contacting us. If you are unable to give 21 days' notice you should give as much notice as you reasonably can.

The exact amount of SMP that you are entitled to receive will vary depending on your salary and the amount of maternity leave you take. Our Employee Relations Team will be able to provide you with details of your individual entitlement.

SMP will be paid into your bank account on the same day that your salary would have been payable, and will be subject to deductions for tax, national insurance and pension contributions in the usual way.

If you do not qualify for Statutory Maternity Pay you may be entitled to claim the State Maternity Allowance ('SMA'). We will be able to advise you how to claim.

## **7. Health and Safety Safeguards For Pregnant Employees**

Where Health and Safety considerations make it unlawful, impossible or undesirable for you to do a particular job because you are pregnant, breast feeding or have given birth in the last six months you must inform us, so that we can assist you in discussing the matter with the Agency or End Client and where required, assist you in obtaining suitable alternative employment on terms and conditions no less favourable than those you have been previously working under.



## **Section 10: Parental Leave**

### **1. Entitlement to Parental Leave**

As an employee if you have completed one year of qualifying service with Brookson you will be entitled to parental leave as long as one of the following criteria are satisfied:

- You are the parent (named on the birth certificate) of a child born who is under five years old; or
- You have adopted, on or after 15<sup>th</sup> December 1999, a child under the age of 18. This right lasts for 5 years from the date on which the child is placed for adoption or until the child's 18th birthday, whichever is the sooner; or
- You adopted a child between 15<sup>th</sup> December 1994 and 14<sup>th</sup> December 1999; or
- You have acquired formal parental responsibility for a child under five years old.
- You are a parent or adoptive parent of a disabled child who has been awarded disability living allowance.

### **2. Length of Parental Leave**

You are entitled to a total of 18 weeks for each child up to their 5<sup>th</sup> birthday or for each disabled child up to their 18<sup>th</sup> birthday.

In the case of multiple births, an entitlement of 18 weeks for each child will be provided.

The 18 weeks leave must be taken by the fifth birthday of the child or in the case of adoption, the fifth year of adoption. The 18 weeks leave must be taken by the eighteenth birthday of the disabled child.

Parental leave can be taken in blocks or multiples of one week.

In all cases a maximum of four weeks parental leave can be taken in a year.

### **3. Notification Requirements**

You must give 21 days' written notice of commencement of parental leave.

### **4. Postponement of Parental Leave**

When you apply to take parental leave immediately after the birth or adoption of a child, Brookson will not postpone the leave.

You must give 21 days' notice before the beginning of the week in which the child is due, or in the case of adoption, you need to give 21 days' notice of the expected week of placement.

If Brookson considers that your absence would unduly disrupt the business, for example, the work is at a seasonal peak, or where a significant proportion of the workforce applies for parental leave at the same time, then Brookson can postpone the leave for no longer than six months after the beginning of the period that you originally wanted to start your parental leave.

Brookson will discuss the matter with you and confirm the postponement arrangements in writing no later than 7 days after you giving notice to take leave.

Brookson's notice will state the reason for the postponement and set out the new dates of parental leave. The length of the leave should be equivalent to your original request

If you are found to have been behaving dishonestly, for example, by saying that the child is under five, when it is older, then Brookson will be entitled to take disciplinary action against you in accordance with the Disciplinary, Performance and Capability Procedure.

## **5. Payment during Parental Leave**

Parental leave is unpaid.

## **Section 11: Paternity Leave**

### **1. Entitlement to Statutory Paternity Leave**

In order to qualify for paternity leave, you must:

- Have or expect to have responsibility for the child's upbringing; and
- Be the biological father of the child or the mother's husband or partner; and
- Have worked continuously for Brookson for 26 weeks leading into the 15th week before the baby is due; and
- Provide Brookson with a self-certificate as evidence that you meet these eligibility conditions.

### **2. Length of Paternity Leave**

You may choose to take either one week or two consecutive week's paternity leave. You will not be able to take odd days.

Only one period of leave will be available to employees irrespective of whether more than one child is born as a result of the same pregnancy.

### **3. When can you start your Paternity Leave?**

Paternity leave can be started either:

- From the date of the child's birth (whether this is earlier or later than expected); or
- From a chosen number of days or weeks after the date of the child's birth; or
- From a chosen date.

Leave can start on any day of the week on or following the child's birth but must be completed:

- Within 56 days of the actual date of birth of the child; or  
If the child is born early, within the period from the actual date of birth up to 56 days after the expected week of birth.

### **4. Notification Requirements**

You are required to inform us of your intention to take paternity leave no later than the 15th week before your baby is expected, unless this is not reasonably practicable. You must provide the following information:

- The week the baby is due;
- Whether you wish to take one or two weeks leave;
- When you want your leave to start.

You are entitled to change your mind about the date on which you wish your leave to start provided that you advise us of your decision at least 28 days in advance of the date on which you originally intended the leave to start.

### **5. Additional Paternity Leave (APL)**

APL is a further period of leave that is only available if the child's mother or co-adopter has returned to work after taking maternity or adoption leave or after a period of entitlement to statutory maternity or adoption pay or maternity allowance in respect of the child. APL cannot start until at least 20 weeks after the birth or placement; it cannot last more than 26 weeks in total and must end within 12 months of the birth or placement.

To take APL you must provide us with the following at least eight weeks before the date you would like your leave to start:

a) A written "leave notice" stating:

- i. in the case of birth, the Expected Week of Childbirth and the child's actual date of birth;
- ii. in the case of adoption, the date the adoption agency notified you that you had been matched with the child and the date the child was actually placed with you;
- iii. the dates you would like your APL to start and finish.

b) A signed "employee declaration" confirming that you satisfy the eligibility conditions set out above for APL and wish to take the leave to care for the child.

c) A written "mother declaration" from the child's mother or "adopter declaration" from the co-adopter stating:

- i. their name, address and National Insurance number;
- ii. the date they intend to return to work;
- iii. in the case of birth, confirmation that you are the child's biological father or the mother's partner, and that you have or expect to have responsibility for the child's upbringing;
- iv. in the case of adoption, confirmation that you are their spouse, civil partner or cohabiting partner;
- v. that, to his or her knowledge, you are the only person exercising an entitlement to APL in respect of the child; and
- vi. that they consent to us processing the information they have provided.

In birth cases, we may require you to provide a copy of the child's birth certificate and the name and address of the mother's employer or, if she is self-employed, her business address.

In adoption cases, we may require you to provide the name and address of the co-adopter's employer or, if they are self-employed, their business address. We may also require documentary evidence such as a matching certificate issued by the adoption agency confirming the agency's name and address, the date you were notified of the match, and the expected placement date.

You can cancel APL or change the start or end dates by giving us at least six weeks' written notice. If this is not possible, give as much written notice as you can, but if we are unable to accommodate the change on such short notice we may still require you to start APL as previously notified and/or finish APL six weeks after your written notice (or on the date previously notified, if earlier).

## **6. Paternity Pay**

If you are entitled to Statutory Paternity Pay ('SPP') it will be paid for either one or two consecutive weeks.

The exact amount of SPP that you are entitled to receive will vary depending on your salary and the amount of leave you take. We will be able to provide you with details of your individual entitlement.

SPP will be paid into your bank account on the same day that your salary would have been payable, and will be subject to deductions for tax, national insurance and pension contributions in the usual way.

## **Section 12: Equal Opportunities**

Brookson recognises and believes that it is unlawful to discriminate directly or indirectly against you, either because of your sex, race, sexual orientation, ethnic origin, political belief, age, gender, creed, religious denomination, marital status, parental status or disability.

Every employee and/or potential employee will be treated in the same way, regardless of their sex, race, sexual orientation, ethnic origin, political belief, age, gender, creed, religious denomination, marital status, parental status or disability. You will not be disadvantaged by any conditions of employment or requirements which cannot be justified on operational grounds.

You have a personal responsibility for the practical application of this equal opportunities policy.

If you feel that you are being unfavourably treated by Brookson or the Agency/End Client you should contact us. Once you have notified Brookson of any problems you may be experiencing, your concerns will be investigated and the assistance of the Agency/End Client may also be called upon in such investigation unless you request otherwise. You will be notified of the findings of the investigation and any proposed action.

If you are not satisfied with the outcome of your complaint, you are entitled to pursue the matter further by putting your request in writing to the Head of Operations who will review the matter, reopen investigations where necessary and advise you of his/her findings and any proposed action.

You will not be victimised in any way for making any such complaint and your complaint will be dealt with seriously and in complete confidence.

If you are found to have treated a fellow employee or any other person who you come into contact with during the course of your employment less favourably in any way, you may be disciplined in accordance with the Disciplinary, Performance and Capability Procedure.

### **Section 13: Harassment, Bullying And Intimidation Policy**

Brookson recognises and believes that it is unfair and unlawful to harass you for whatever reason and will not tolerate any such conduct by any of its employees whatsoever.

Brookson believes that you have a right to be treated with dignity, irrespective of sex, disability, age, sexual orientation, gender or race.

Harassment is behaviour which is unwanted, unreasonable and offensive to the person to whom it is directed and which would be perceived as harassment by any reasonable person. It is behaviour which cannot be justified by the professional working relationship.

Harassment can be unintentional and you should be particularly aware of this – you can cause extreme fear, distress and upset to persons without even intending to do so.

Bullying and intimidation can also be a criminal offence.

You should take special care to ensure that no-one is subjected to harassment, bullying or intimidation of any description.

If you are found to be harassing another person, irrespective of whether they are a fellow employee or an employee of an Agency or an End Client, you may be disciplined in accordance with the Disciplinary, Performance and Capability Procedure.

If you feel that you are being harassed, or you are in any way concerned at the way you are being treated, you should tell the person concerned of your objection to his/her conduct immediately.

If you feel unable to do this, or having spoken to the individual concerned the situation has not improved, you must notify us. The matter will then be passed to the Employee Relations Team who will investigate your complaint.

If you are not satisfied with the outcome of your complaint, you are entitled to speak to the Head of Operations who will review the matter, reopen investigations where necessary, and advise you of his/her findings and any proposed action.

You will not be victimised in any way for making any such complaint and your complaint will be dealt with seriously and in complete confidence.

## **Section 14: Whistle blowing**

Brookson is fully aware of its obligations made under the Public Interest Disclosure Act 1998 and is committed to meeting these obligations. You are subject to the terms relating to confidentiality as contained in your Contract of Employment, however such clauses are subject to and in accordance with the provisions of the above act.

You are encouraged to disclose any malpractice within the workplace which you become aware of. Such malpractice may include fraud, financial mismanagement, and breach of health and safety laws or any other danger. Brookson will make every effort to deal consistently with such disclosures in a fair, objective and discrete manner. If you have genuine concerns about malpractice within the workplace, you will not be punished or victimised for disclosures of confidential information.

### **1. Procedure**

This procedure is intended as a means of allowing you to raise concerns about malpractice in the workplace through an appropriate and discrete route.

In the event that you feel that you have a matter to be disclosed, you should contact us and we will arrange for our Employee Relations Team to discuss the matter fully with you. The team will consider your concerns and try to find a solution.

## **Section 15: Grievance Procedure**

Brookson is aware that from time to time you may have grievances or complaints in relation to your employment situation and such grievances should be dealt with as objectively and quickly as possible.

We are committed to ensuring that every effort is made to resolve any grievance or complaint that you may have.

The Grievance Procedure is a mechanism to deal with genuine grievances and complaints that you may have regarding (amongst other things) terms of employment, alleged unfair treatment, working conditions and procedures.

### **1. Procedure**

#### **1.1 Stage 1**

You should initially discuss any concerns you may have with the Employee Relations Team who will try and resolve the matter. In order to do this we may request, in appropriate circumstances, that you state your grievance or complaint in writing. In every case, we will fully discuss a grievance or complaint with you and attempt to resolve the issue. Any decision or proposed action will be confirmed to you in writing.

## 1.2 Stage 2

In the event that the Employee Relations Team reaches a decision which is not satisfactory to you, then you may take the grievance or complaint to the Head of Operations. The Head of Operations may once again request that you set out your grievance in writing and may arrange a meeting to discuss the issues fully with you. Any decision or proposed action will be confirmed to you in writing. We will also advise you of your right of appeal.

You may be accompanied by a fellow employee to the grievance hearings. Your right to be accompanied does not extend to individuals who are not employees of Brookson. Should your representative be unable to attend the grievance hearing we will rearrange the date for the hearing, upon reasonable notice being received from you, to a date which is mutually convenient and which is within 5 days of the original date proposed.

## 1.3 Stage 3

If the grievance has not been resolved to your satisfaction you may appeal in writing stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a more senior manager who has not previously been involved in the case. You will have a right to bring a companion.

We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.



## **Section 16: Disciplinary, Performance and Capability Procedure**

This procedure is designed to help and encourage you to achieve and maintain standards of conduct and performance.

Any conduct taken by you which adversely affects Brookson, an Agency, End Client or their employees, clients, suppliers or customers may lead to disciplinary action being taken against you.

This procedure does not form part of your Contract of Employment save if and to the extent as otherwise provided for by law from time to time.

### **1. Principles**

- (a) No disciplinary action will be taken against you until the matter has been fully investigated;
- (b) At every stage in the procedure you will be advised of the nature of the complaint against you and will be given the opportunity to state your case;
- (c) You have the right to be accompanied by a fellow employee during any disciplinary interview, details of whom should be supplied to the Employee Relations Team no later than 48 hours before the disciplinary hearing;
- (d) You have the right to appeal against any disciplinary decision;
- (e) The procedure may be implemented at any stage if your alleged misconduct warrants such action.

### **2. Procedure for Misconduct**

The following procedures will generally apply in cases of misconduct:

- (i) **First Warning:** This may be given verbally or in writing, according to the circumstances. You will be advised that the warning constitutes the first formal stage of this procedure. A note that a warning has been given will be placed in your records and will last for disciplinary purposes for 12 months. You will be advised in writing as to how and by when the conduct or performance must improve.
- (ii) **Final Warning:** If your conduct fails to improve or be maintained or if further misconduct occurs a Final Warning will be given by the Head of Operations (or by such other person to whom such responsibility is delegated) and confirmed to you in writing. This warning will state that if you are guilty of any further misconduct within 12 months the employment may be terminated.

- (iii) **Dismissal:** Should you continue to be guilty of misconduct your employment may be terminated. The decision will not be taken without reference to the Head of Operations (or such other person to whom such responsibility is delegated) and will be confirmed in writing.

This procedure may be implemented at any stage if your misconduct warrants such action.

### **3. Misconduct**

The following are examples of the type of behaviour which Brookson regards as misconduct:

- (i) poor attendance;
- (ii) bad time keeping;
- (iii) unreasonable or unexplained absences;
- (iv) minor breach of Brookson's rules or procedures; (inc Smoking);
- (v) discourteous conduct towards employees of an Agency or End Client, your fellow employees, employees of Brookson, or any person you come into contact with during the course of Brookson's business;
- (vi) poor dress and appearance;
- (vii) poor hygiene;
- (viii) use of foul or abusive language;
- (ix) disobeying reasonable instructions of Brookson;
- (x) failure to attend a meeting with Brookson without good reason and without advising Brookson of such reason prior to the commencement of the meeting.

This list of offences is not exclusive or exhaustive and offences of a similar nature will be classed as misconduct.

### **4. Procedure where Gross Misconduct applies**

Gross misconduct may result in immediate dismissal without notice or payment in lieu of notice. The decision will not be taken without reference to the Head of Operations (or such other person to whom such responsibility is delegated) and will be confirmed in writing

### **5. Examples of Gross Misconduct**

The following are examples of conduct which may, depending upon its circumstances, be considered by Brookson to be gross misconduct:

- (i) Abusive behaviour;

- (ii) Subjecting someone to harassment. For details see the Harassment, Bullying and Intimidation Policy;
- (iii) Conviction for a serious criminal offence or one involving dishonesty;
- (iv) Assault (whether verbal or physical) against employees of an Agency or Client, your fellow employees, employees of Brookson, or any person you come into contact with during the course of Brookson's business;
- (v) Committing or giving Brookson reasonable grounds for believing any act of dishonesty has been committed;
- (vi) Unauthorised possession, theft or misuse of the Agency/End Client's property;
- (vii) Falsification of reports, accounts, expense claims, timesheets, personnel forms or attendance records;
- (viii) Refusal to carry out duties or reasonable instructions of Brookson;
- (ix) Disclosure or misuse of any confidential information of Brookson, Agency or End Client;
- (x) Intoxication from or possession of drink or drugs or other illegal substances;
- (xi) Being prevented from performing your duties by reason of being or having been under the influence of drink or drugs;
- (xii) Conduct which does, or is reasonably likely to, bring Brookson, or the Agency into disrepute or materially affect its business;
- (xiii) Acting in breach of the duty of good faith to Brookson;
- (xiv) Breach of Health and Safety rules and procedures;
- (xv) Negligence;
- (xvi) Failure to contact Brookson when you are not on assignments at 4 week intervals to confirm your availability for work;
- (xvii) Failure to inform Brookson of services provided to any third party by you whether on a permanent or temporary basis and whether under a contract for services or of service, agency arrangement or any other arrangement ("Third Party Services") within 4 weeks of the commencement of the provision by you of such Third Party Services
- (xviii) Failure by you to provide to Brookson on demand confirmation of any Third Party Services provided by you in the previous 12 months, and provide such documentary proof or confirmation as Brookson may require to enable Brookson to satisfy itself whether or not such Third Party Services have been provided.

This list is not exhaustive or exclusive and offences considered to be of a similar nature will be dealt with under this procedure.

**6. Suspension**

If appropriate, Brookson may, by written notice, suspend you from your duties during which time an investigation will be undertaken. During the period of suspension, the Contract of Employment will continue in full force and effect and salary and benefits will not be affected. You will not be entitled to access any of Brookson's, the Agency's or the Client's premises except under supervision and with the prior consent of the Head of Operations and subject to any other conditions which may be imposed. Any decision to suspend you will be confirmed to you in writing.

**7. Hearings**

You will be given at least two days notice of any Disciplinary Hearing together with details of the complaints made against you. At any hearing you will have the opportunity to answer the allegation/s put to you and you may be accompanied by a fellow employee of your choice in accordance with paragraph 1 (c) above.

**8. Appeals**

You have the right to appeal against any disciplinary action. However, the decision of the Appeal hearing will be final and binding.

Should you wish to appeal against any disciplinary action taken by Brookson you must write to a Director stating the grounds of your appeal within 5 days of the disciplinary decision being received by you.

**Section 17: Anti-Corruption and bribery policy**

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct.

This policy does not form part of any employee's contract of employment and we may amend it at any time. It will be reviewed regularly.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

## **1. What is Bribery?**

Bribe means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.

Bribery includes offering, promising, giving, accepting or seeking a bribe.

All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with us.

Specifically, you must not:

(a) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;

(b) accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;

(c) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure.

You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

## **2. Gifts and hospitality**

This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.

A gift or hospitality will not be appropriate if it is unduly lavish or extravagant, or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).

Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers), or be given in secret. Gifts must be given in our name, not your name.

Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.

### **3. 3. Record Keeping**

You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties to us and record the reason for expenditure.

All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify us or report it in accordance with our Whistleblowing policy as soon as possible.