

# Lme

## Recruitment

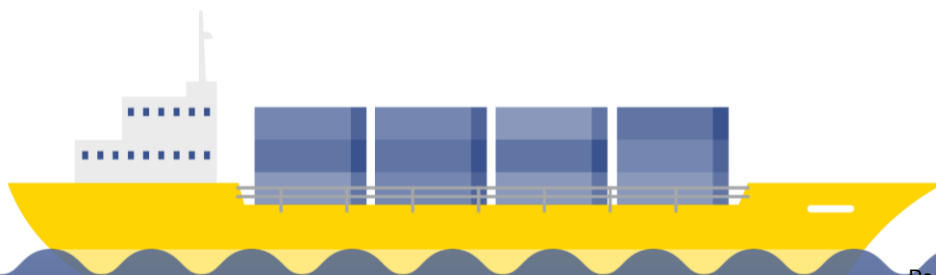
**7 Pegasus, Orion Avenue, Great Blakenham,  
Ipswich, Suffolk, IP6 0LW**

**[www.lmerecruitment.com](http://www.lmerecruitment.com)**

**[info@lmerecruitment.com](mailto:info@lmerecruitment.com)**

**01394 570156**

**01473 375158**



# Lme

## Recruitment

### 1. Introduction

## Welcome to the LME Recruitment Ltd's Temporary Employee Handbook

Whatever sector you work in and whatever your role, we are delighted that you have chosen to be a part of the LME Recruitment team.

Our aim in producing this document is to create a one-stop information point where you are able to access all the information you are likely to need in relation to your employment with us. This Handbook supplements your Terms and Conditions of Employment and together, they constitute the basis of your employment, and meet the requirements of the written statement of employment particulars, required by section 1 of the Employment Rights Act 1996. It is important to note that this handbook is not contractual, and LME Recruitment reserve the right to amend it at any time.

This handbook gives an overview of the terms and conditions of your employment, and outlines what you can expect from us and vice versa. Pay, benefits, policies – it's all here, to give you more information about your general terms of employment.

I hope you find this a useful guide during your employment with us. However, if you are unable to find the answer to your question here, please feel free to contact your LME Recruitment contact who will certainly be able to find an answer for you.

**Leanne Gittins**  
**Managing Director**

LME Recruitment, 7 Pegasus, Orion Avenue, Great Blakenham, Ipswich, Suffolk, IP6 0LW

[www.lmrecruitment.com](http://www.lmrecruitment.com), [info@lmrecruitment.com](mailto:info@lmrecruitment.com)

01394 570156 / 01473 375158



## 2. Assignment Information

### 2.1 Assignment details

Details of any assignment offered to and accepted by you will be confirmed by LME Recruitment Ltd. This may include a description of the duties required of you in respect of the particular assignment to which it relates, and the anticipated duration of the assignment. Your duties may vary from assignment to assignment or during the duration of any assignment undertaken by you. LME Recruitment Ltd will also confirm the identity and address of the Client to whom you will be assigned, the anticipated start date, the anticipated hours, and the remuneration paid to you. You will also be advised of what experience, training qualifications and any authorisation required by law or a professional body that the Client may deem necessary, or which are required by law to work on the assignment. Failure to meet these criteria may result in the termination of the assignment.

During the assignment, you will work under the direction and supervision of the Client, to whom you are assigned and will be expected to comply with the Client's internal rules, policies, and procedures.

Whilst within your working hours on an assignment, unless you are ill, or there are other reasons agreed by LME Recruitment, you will be expected to devote your whole time, attention, and abilities to LME Recruitment Ltd and its Clients business.

You may be moved from one assignment to another, as required by business needs and LME Recruitment may also remove you from your assignment, should this be necessary for any reason. You do, of course, have the right to decline, any new assignment.

Any queries or concerns you may have in relation to an assignment should be referred to you LME Recruitment contact.

### 2.2 End of assignment

Because of the nature of working with LME Recruitment, it is important to understand there is a difference between your assignment with a Client being ended and your employment with LME Recruitment 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, and this will be communicated to you. You will be advised by your LME Recruitment contact which situation applies and only an LME Recruitment contact (not a client contact) can terminate your employment.

Many assignments can be ended with no notice by the Client and your LME Recruitment Contact will advise you what happens next. Some assignments may have specific notice periods before they can be ended (by either party); and if this applies, this will be communicated to you.

### 2.3 Pre-employment checks

LME Recruitment will obtain references from the information you have provided, and if appropriate, complete checks with the UK Visas and Immigration (UKVI) and give its Clients relevant information relating to your employment details or your application. LME Recruitment will obtain any additional check that you have consented to, relevant for the purpose of any assignment or permanent placement, for example; a financial check, criminal record disclosure check, or medical requirements.



Further checks may be required, depending on the need of any assignment.

## 2.4 Job description

Specific details may be provided for a particular assignment, and you may from time to time be asked by LME Recruitment to carry out the work in any agreed sectors indicated in your Terms and Conditions.

## 2.5 Company/client equipment

During your assignment, you may be supplied with LME Recruitment or Client equipment, for example a laptop, 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 your removal from the assignment, in addition to disciplinary action being taken.

## 2.6 Assignment rules – clothing and personal appearance

You should present yourself for work in clothes that are clean and appropriate to the type of assignment you are undertaking. Some Clients may require specific dress standards or uniform to be worn. In addition, you should avoid the following:

- i) ripped or embellished clothing that may get caught whilst carrying out your duties.
- ii) clothing with inappropriate graphics, slogans, or wording.

Clients may also have specific rules and guidelines relating to personal appearance, including clothing, jewellery, piercings, tattoos; and there may also be requirement for hair to be tied back.

## 2.7 Assignment rules – alcohol and drugs

LME Recruitment temporary employees are expected to present themselves at work in a fit condition and anyone found to be under the influence of alcohol or illegal drugs will be subject to disciplinary action including, where appropriate, dismissal.

Temporary employees should ensure that if they are taking prescribed or over the counter medication, they are able to work safely and adequately perform their normal work.

# 3. Hours and Attendance

## 3.1 Hours

LME Recruitment will, at all times during your employment, use reasonable endeavours to allocate you to suitable assignments. Your hours of work may vary from one assignment to another, and you will be advised of the expected hours for each assignment. There may also be occasions when no work is available.

## 3.2 Overtime

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

## 3.3 Working time regulations



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.

LME Recruitment 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 failing to take the appropriate rest periods. For this reason, it is important that we know if you are working for anyone else whilst employed at LME Recruitment.

Additional restrictions may apply for roles in the Driving and Logistics Sector. Please refer to the Client for further and relevant information in these instances.

### 3.4 Night work

If your assignment regularly involves night work, that is, three hours or more between the hours for 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 LME Recruitment contact 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 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.

### 3.5 Attendance and timekeeping

If for any reason you are unable to get to an assignment, you should inform your LME Recruitment contact (or alternative contact if directed to do so) as soon as possible. Naturally we take a serious view of unsolicited absence, as this may have a detrimental effect on our clients' operations, therefore failure to notify LME Recruitment of any absence may lead to your removal from the assignment.

### 3.6 Young workers

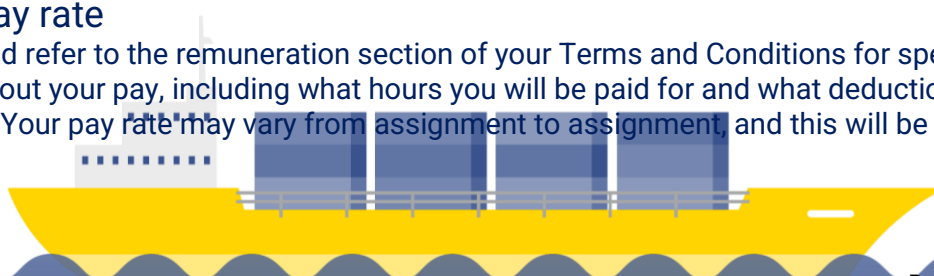
Agency workers under the age of 18 are subject to additional rules about their hours as follows:

- i) You should not work more than eight hours in any day or 40 hours in any week.
- ii) You cannot work more than five days in any week.
- iii) You must have a break of 30 minutes if your shift is more than 4.5 hours (this may be unpaid).
- iv) You cannot do night work, which is usually between 22:00 and 06:00.

## 4. Pay

### 4.1 Pay rate

You should refer to the remuneration section of your Terms and Conditions for specific details about your pay, including what hours you will be paid for and what deductions may be made. Your pay rate may vary from assignment to assignment, and this will be confirmed to you.



You will only be paid when you are working on an assignment and you will not normally be paid for absence due to illness or injury, although you may be eligible to receive Statutory Sick Pay, as set out in section 6.

## 4.2 Method of payment

### Weekly pay:

You will be paid weekly in arrears for the hours worked during the previous week, as detailed in your Terms and Conditions. Payment is made directly into your Bank or Building Society account and is subject to statutory deductions such as Tax and National Insurance.

### Monthly pay:

You will be paid monthly for your standard hours worked, as detailed in your Terms and Conditions on the last working day of each month. Overtime and variable payments, requiring Client authorisation, may be paid in the following month to the calendar month in which they apply. Payment is made directly into your Bank or Building Society account and is subject to statutory deductions such as Tax and National Insurance.

If you change your bank or building society account details, please inform LME Recruitment as soon as possible, so that your records can be updated.

## 4.3 Itemised pay statements

You will be provided with an online or electronic itemised pay statement detailing the calculation of gross pay and deductions under various headings. Your LME Recruitment contact will assist with any queries you may have relating to your pay.

## 4.4 National insurance and tax

LME Recruitment will make all deductions as required by law in respect of Income Tax and National Insurance Contributions. LME Recruitment will require your National Insurance number, as we are obliged by law to deduct National Insurance from your earnings. LME Recruitment will tax you under the 'Pay As You Earn' scheme (PAYE). Depending on any tax documents you provide us, and any circumstances you notify us of, the appropriate tax code will be applied and will appear on your online payslip.

## 4.5 Expenses

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

Your LME Recruitment contact will provide you with the details of any expenses paid for any particular assignment. All eligible expenses must be claimed as soon as possible and as a maximum, within two weeks of being incurred, unless you have written agreement from your LME Recruitment contact, that this period may be extended.

# 5. Absence from work

## 5.1 Requesting time off

If you need time off for any reason, you should request this as far in advance as possible. If, for whatever reason, you are unexpectedly unable to come into work or are delayed the following rules apply:



- i) You must make sure that LME Recruitment is notified at least one hour prior to the commencement of your assignment on that day, or as soon as possible, to explain your absence or delay.
- ii) Repeated or prolonged absences of any kind may result in disciplinary action against you.

## 5.2 Reporting absences

If you are absent from work due to sickness or injury the following rules apply:

- i) Whenever possible, you, or someone on your behalf, must notify LME Recruitment by telephone to give details of your absence at least one hour prior to the commencement of your shift. You must state the reason for absence and the date on which you expect to return.
- ii) A self-certification must be completed by you and returned to LME Recruitment on the day of your return to work to cover all periods of absence up to and including seven days (including Saturdays and Sundays).
- iii) After seven days of continuous absence, a doctor's certificate (sick note or Statement of Absence form) must be sent as soon as possible to LME Recruitment. Further certificates will be required to cover the total period of absence. It is your responsibility to keep LME Recruitment informed about your progress and your likely date of return. Failure to supply the necessary certificates may result in non-payment of sick pay.

## 5.3 Statutory Sick Pay (SSP)

Provided you notify us as above, your earnings are high enough and you qualify, you will be paid Statutory Sick Pay (SSP) in accordance with current legislation and at the current rate.

- i) You will be entitled to SSP if you are incapable of working for more than 4 consecutive days.
- ii) A medical certificate must support any absence from work immediately preceding or subsequent to holiday or if you are absent for more than 7 consecutive days.
- iii) SSP is based on your average earnings for the 8-week period prior to the period of sickness.
- iv) When you are off sick, particularly for longer periods, you must remember to stay in touch with LME Recruitment and keep us informed about your progress.

## 5.4 Medical Reports

We reserve the right to have you examined by a doctor of our choosing. We may also request, with your permission, a medical report from your doctor.

## Paid annual leave

### 5.5 Entitlement

Under the Working Time Regulations, you are entitled to 28 days paid leave each year, which includes the bank holiday entitlement, if you work continuously and full time during the year.

Your entitlement to paid leave accrues in the proportion to the amount of time worked on assignment during the leave year.

### 5.6 Additional entitlement

After the 12-week qualifying period, you may be entitled to additional paid leave, depending on the Client.





## 5.7 Leave year

LME Recruitment's leave year starts on the 1<sup>st</sup> of January each year.

## 5.8 Calculation for your pay for paid annual leave

LME Recruitment's software calculates your average hourly rate and the average number of hours worked over the previous 12 weeks worked on assignment.

## 5.9 Taking your paid leave

It is your responsibility to ensure that you take all Paid Leave to which you are entitled during the leave year. You will lose your entitlement if you do not take the leave before 1<sup>st</sup> of January each year.

## 5.10 Payment in lieu

Under the Working Time Regulations, we are not permitted to pay you instead of you taking your holiday entitlement.

## 5.11 Notification

When you wish to take any accrued leave to which you are entitled, you must notify LME Recruitment in writing of the dates of your intended absence.

The amount of notice which you are required to give is at least twice the length of the period of leave that you wish to take.

The minimum leave you can take is 0.5 days.

## 5.12 Planning for busy periods

As your employer, LME Recruitment can refuse your application to take paid leave on the dates you requested if the Client wants you to continue working. We are obliged to offer alternative dates.

## 5.13 Termination of your contract

In the event of you leaving LME Recruitment you will be entitled to unclaimed accrued holiday pay.

If on termination you have taken more annual leave than you have accrued in that holiday year, you agree to repay an amount equivalent to the number of days by which you have exceeded your entitlement. LME Recruitment will deduct this sum from any monies owing to you. If this amount is in excess of such sums, you must pay this money back to LME Recruitment with 7 days of your leaving date.

LME Recruitment reserves the right to require that any outstanding holiday entitlement is taken during any period of notice whether given to by you or LME Recruitment.

# 6. Other leave

## 6.1 Maternity leave

As a temporary employee you are entitled to receive maternity benefits in accordance with your statutory entitlements.





All pregnant temporary employees are entitled to:

- i) 26 weeks' ordinary maternity leave (OML)
- ii) 26 weeks' additional maternity leave (AML)
  - which will begin automatically the day after your ordinary maternity leave ends and
  - will be 13 weeks paid and 13 weeks unpaid leave.

If you are eligible, you may also be entitled to Statutory Maternity Pay (SMP)

To be eligible for SMP, pregnant temporary 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 15<sup>th</sup> 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.
- You must notify LME Recruitment, in writing in the qualifying week, when you intend to stop work due to pregnancy.
- You must give to LME Recruitment 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.

You are also entitled to reasonable paid time off to go to ante-natal care if you are working on an LME Recruitment assignment at the time. There are certain 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 and you must try to arrange the appointment to be outside your normal working hours. You may be required to provide confirmation of your appointment.

## 6.2 Paternity leave

Paternity leave is available for a temporary employee whose spouse, civil partner or partner gives birth to a child, or who is the biological father of the child. Eligible temporary 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 temporary 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 15<sup>th</sup> 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
- You must notify LME Recruitment, 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 LME Recruitment a self-certificate which has been designed for the purpose.

You are also entitled to take unpaid time off work to attend up to two ante-natal appointments.

## 6.3 Time off for emergencies involving dependants



All temporary 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.

## 6.4 Parental leave

LME Recruitment temporary employees with at least one year's continuous service is entitled to take parental leave for the purpose of caring for a child, in respect of all children who are under 18 years old. A total of 18 weeks' parental leave may be taken for each child, 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.

## 6.5 Shared parental leave and pay

Temporary employees on maternity leave can chose to end their maternity leave and pay early and use the remaining entitlement as shared parental leave and pay, which either parent can receive.

Shared parental pay is payable at a set rate.

## 6.6 Adoptive leave

Adoptive leave is available to temporary employees who have been notified by an approved adoption agency of a match with a child or children. It can begin from the actual date of the child's placement or from a fixed date up to 14 days before the expected date of placement.

All temporary employees are entitled to a minimum of 52 weeks adoption leave, 26 weeks' ordinary adoption leave (OAL) and 26 weeks' additional adoptive leave (AAL) and, if eligible, Statutory Adoption Pay (SAP).

## 6.7 Flexible working

LME Recruitment, by the nature of its operations, offers various forms of flexible working but also has to take into consideration the needs of its clients.

All temporary employees with 26 weeks continuous service can apply, in writing, to vary their manner of working, in terms of total hours per week or at what times those hours are worked and LME Recruitment will reasonably consider such requests, in conjunction with its client where appropriate, and respond within four weeks. This is not a contractual right.

# 7. Other benefits

## 7.1 Pensions

To ensure that all temporary employees make sufficient retirement provision, the Government introduced pension changed (referred to as Auto-Enrolment). LME Recruitment has chosen NOW pensions as our workplace pension scheme to meet our employer duties and help you put money aside for your retirement. Now pensions 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. Please ask your LME Recruitment contact on how to contact Now pensions.



LME Recruitment 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.

## 8. Driving Vehicles

### 8.1 Client vehicles

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 the Client's vehicle, or your personal vehicle for business purposes, you must inform your LME Recruitment contact 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 vehicle for business purposes until you have been informed by your LME Recruitment contact that the necessary arrangements have been made and the minimum requirements have been met.

If you are driving an authorised vehicle during your employment with LME Recruitment, you must report any accidents, any driving licence endorsements, or changes to your licence categories to LME Recruitment. Failure to do so, may lead to disciplinary action.

In addition, during assignments, your driving licence and any additional certificates/licences must be available to be checked quarterly

### 8.2 Fines and penalties

#### 8.2.1 Driving offences

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

Any fines or penalties that are levied via LME Recruitment or the Client, 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.

#### 8.2.2 Excess payments for accidents or damage

You may also be liable for any policy excess payment if an accident or damage occurs to a LME Recruitment or Client vehicle. Any excess owing will be deducted from any monies due to you, including salary or holiday pay.

#### 8.2.3 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, may be considered gross misconduct resulting in summary dismissal.

#### 8.2.4 Fuel cards and private mileage

If you are provided with a fuel card by LME Recruitment or a Client for the purposes of using a vehicle on LME Recruitment or Client business and the same vehicle is available for private use, you will be liable to reimburse LME Recruitment (or our Client) for private mileage costs.

You will be required to record and produce evidence of your private mileage. The cost of private mileage will be deducted from your expense claims, wages/salary or any other monies owed to you.

## **9. Health and Safety**

### **9.1 Introduction**

You will be working under the supervision, direction and control of our clients and must make sure that you are familiar with, and comply with, the rules and procedures at each Client site.

### **9.2 Health and Safety client inductions**

You should receive a Health and Safety induction starting work on every assignment. Inform your branch if you do not receive a Health and Safety induction before starting work on an assignment.

### **9.3 Personal Protective Equipment (PPE)**

You will be notified of the Client's requirements when you are notified about the assignment. Make sure that you wear or use the required PPE as directed by the Client.

### **9.4 Equipment**

You must not operate any item of equipment unless trained and authorised to do so.

You must not remove any guarding from equipment used or deviate from the authorised usage of the equipment.

You must report immediately any equipment defect, and never attempt repair.

### **9.5 Hazard, warning signs and notices**

You must comply with all hazard and warning signs and notices displayed at the premises.

### **9.6 Working conditions and environment**

You must make proper use of all equipment and facilities provided to control working conditions and the working environment.

You must ensure you keep your work areas clear and tidy.

You must dispose of any waste and scrap in the appropriate receptacles.

You must never obstruct any fire escape routes, firefighting equipment or fire doors.

### **9.7 Accidents**

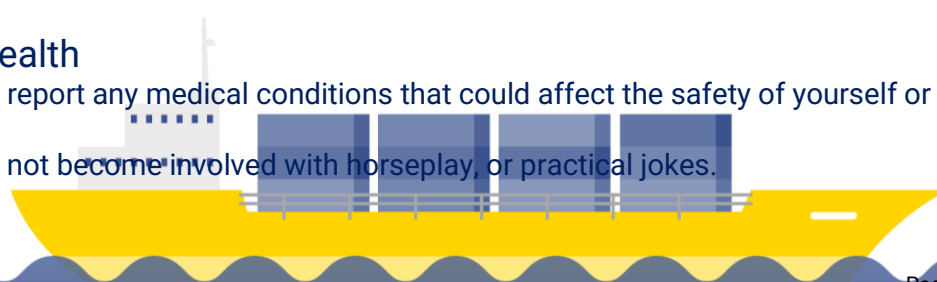
You must see the first-aider, or first aid appointed person for any injury you may receive, irrespective of how minor, and ensure details are entered into the accident book.

You must report any incident in which damage is caused to property.

### **9.8 Health**

You must report any medical conditions that could affect the safety of yourself or others.

You must not become involved with horseplay, or practical jokes.



You must follow all rules pertaining to no smoking areas.

## 10. Termination

### 10.1 End of assignment or termination of employment

Due to the nature of working with LME Recruitment, it is important to understand there is a difference between your assignment with a client being ended and your employment with LME Recruitment 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, and this will be communicated to you. You will be advised by your LME Recruitment contact which situations applies and only an LME Recruitment contact (not a client contact) can terminate your employment.

### 10.2 Notice to terminate employment

The notice periods that will apply are detailed in your terms and conditions.

### 10.3 Assignment comes to an end

If your current assignment comes to an end, LME Recruitment will discuss with you other opportunities and will endeavour to find suitable work for you.

As an employment business, LME Recruitment is in the business of providing flexible employment opportunities for our temporary employee's. When your individual assignment ends, our primary objective is to find you an alternative assignment.

### 10.4 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 provide us with a forwarding address. If you require references for prospective employers, you should ask them to write directly to the LME Recruitment location where you last worked.

## 11. Equality, Diversity and Inclusion

### 11.1 General Policy

LME Recruitment will offer employment opportunities to people regardless of sex, marital status, sexual orientation, gender, gender reassignment, age, or disability or on the grounds of race, colour, religion or belief or ethnic origin. LME Recruitment will not discriminate on any of these grounds, directly or indirectly, during the recruitment process or at any stage of employment. LME Recruitment 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 temporary employees, offering training, promotion, or career management, or providing benefits and services.

To further our commitment to quality of opportunity LME Recruitment has adopted the Codes of Practice that have been established under a statutory authority to help companies ensure they are pursuing the best practice in employment. LME Recruitment adheres to these codes in its policies and practices.

Every temporary employee has a personal responsibility for the implementation of this policy. Specifically, that you should:

- Cooperate with measures that ensure equality of opportunity and non-discrimination

- Not discriminate as supervisors or managers in selection decisions
- Not incite or attempt to incite other temporary employees to practice discrimination
- Inform your LME Recruitment contact if you suspect discrimination is taking place

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, gender reassignment, age, race, religion or belief or disability there is a specific procedure to follow should you wish to raise a formal complaint.

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

## 11.2 Disability

As part of this policy, our practice is to ensure that we are able to offer employment opportunities to and retain 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.

Temporary employees who have a disability or become disabled during the course of their employment should inform their LME Recruitment contact and may also wish to advise 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. In particular, this may include workplace adaptations, and adjustments at Client premises, or other Client requests where this is beyond our control.

## 11.3 Diversity and inclusion

As an employer LME Recruitment is committed to valuing and promoting equality, diversity, and inclusivity 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, gender reassignment, marital status, age, disability, religious or other equivalent belief, political opinion, or sexual orientation.

## 11.4 Dignity at work policy

This policy statement reinforces LME Recruitment's commitment to good employment practice. The overall aim is to positively encourage and promote a working environment where temporary 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 temporary 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.

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

Examples of behaviour that will not be tolerated at LME Recruitment:

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, messages and social media 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 or belief, disability or sexual orientation
- Abusive or insulting language
- Comments of any nature which are either designed to offend or could reasonably be considered as having the effect of causing offence
- Behaviour which could be perceived as abusive, malicious or intimidating
- Physical contact

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

If you need to make a complaint, please contact Leanne, or someone in the LME Recruitment offices.

## 11.5 Discrimination

LME Recruitment is an Equal Opportunities Employer. The company commits itself to promote and develop equal opportunities and will keep under review its policies, procedures and practices to ensure that they accord with the principles of equal opportunities and are consistently applied.

LME Recruitment recognises that discrimination is unacceptable, and it is in its own best interests, as well as the interests of its temporary employees, to utilise the skills of the total workforce and work seekers.

The aim of the Equal Opportunities Policy is to ensure that no temporary employee, temporary worker or work seeker received less favourable treatment on grounds of gender, marriage or civil partnership, gender reassignment, pregnancy and maternity, sexual orientation, disability, race, colour, ethnic background, nationality, religion or belief, age or trade union membership.





Contact your LME Recruitment contact or Director if you wish to complain about discrimination.

## 11.6 Agency worker regulations (AWR)

Contact your LME Recruitment contact if you want any information regarding the AWR, and in particular if you think you have not been treated fairly. Alternatively visit <https://www.gov.uk/government/publications> and search Agency Worker Regulations 2010 – Guidance.

## 12. Harassment

### 12.1 Harassment policy

LME Recruitment deplores all forms of harassment and seeks to ensure that the working environment is sympathetic to its temporary employees. We will always investigate any complaint of harassment immediately, sensitively and without prejudice and we encourage our temporary employees to speak to their LME Recruitment contact immediately in the event of a problem of this nature. The following procedure covers types of behaviour that are unacceptable and provides temporary employees who believe they are victims of harassment with a means of redress.

Harassment is unwanted behaviour that violates someone's dignity or creates an offensive, humiliating, hostile or degrading environment and is related to a protected characteristic: age, disability, gender reassignment, race, religion or belief, sex and sexual orientation. Such harassment is unlawful, and the harasser as well as the company may be held liable and be required to pay damages. Intentional harassment is also a criminal offence punishable by imprisonment or a fine.

### 12.2 Examples of harassment

Harassment takes many forms, from relatively mild 'banter' to abuse or actual physical violence. People 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. Anyone breaching the harassment rules will be subject to the disciplinary procedure.

This includes harassment in work situations, during a work-related social event with colleagues, against a colleague outside of a work situation, or against anyone outside of a work situation where the incident relates to the suitability to carry out their role. In serious cases, such behaviour may be gross misconduct and as such may result in summary dismissal.

Examples of harassment include:

- Insensitive jokes and pranks
- Lewd or insensitive comments, banter or mimicry about appearance or disability or customs
- Abusive, threatening, or insulting words and behaviour
- Displays of abusive writing and pictures or racially or sexually offensive material, e.g. pin-ups
- Requests for sexual favours
- Speculation about a person's private life or sexual activities
- Deliberate exclusion from conversations



- Unnecessary body contact
- Threatened or actual violence, whether sexual or otherwise
- Actual or threatened dismissal, loss of promotion, etc. for refusal of sexual favours
- Actual or threatened dismissal, loss of promotion, etc. due to sex, sexual orientation, age, race, religion or belief, gender reassignment or disability

These examples are not exhaustive and can include spoken words written words, imagery, posts or contact on social media and gestures. Some items are obvious examples of gross misconduct likely to lead to summary dismissal, but other items may also constitute gross misconduct depending on the circumstances of the case in question.

LME Recruitment recognises the sensitive nature of complaints of harassment, particularly sexual, sexual orientation, racial or religious harassment. Anyone who wished to discuss such a complaint in confidence and who does not wish to first approach their LME Recruitment contact may contact the Director.

### 12.3 Informal remedy

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

### 12.4 Formal procedure

Where informal methods fail, or serious harassment occurs, you may choose to bring a formal complaint.

This section sets out guidelines on the procedure LME Recruitment will follow concerning a complaint of harassment.

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

- The name of the alleged harasser(s)
- 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

12.4.2 Once a complaint of harassment has been received, LME Recruitment will consider whether action is required to separate the alleged harasser(s) from the complainant and how this may be achieved. If required, this will usually involve temporary transfer of the alleged harasser(s) to another department, or suspension until the complaint has been resolved.

12.4.3 An LME Recruitment manager must deal with the allegations of harassment of any type. The LME Recruitment manager handling the complaint will carry out a thorough investigations as quickly as possible, maintain confidentiality at all times. All temporary employees involved in the investigation are expected to respect the need for confidentiality; failure to do so will itself be considered disciplinary offence.

12.4.4 Copies of statements made by witnesses may be made available to the alleged harasser(s) and the complainant. Witnesses will be encouraged to appear at the

complaint hearing if requested by either part. 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.

- 12.4.5 The complainant may, if they wish, be supported throughout the procedure and hearing by a colleague or a union representative of their 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.
- 12.4.6 The temporary employee(s) 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, they will ensure that the alleged harasser(s) has every opportunity to defend or explain their actions, in accordance with the Company's disciplinary procedure.
- 12.4.7 The severity of the penalty imposed upon a temporary employee guilty of sexual 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 temporary employees. If the victim so wishes, their own transfer will be arranged, subject to practical limitations. The result of the hearing should be confirmed in writing to both temporary employees. Where a complaint is upheld, details of the action taken to address the complaint and steps taken to prevent a similar event in future may be provided to the complainant.
- 12.4.8 If the complainant is not satisfied about the way their complaint has been handled, they 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.
- 12.4.9 A temporary 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.
- 12.4.10 A temporary employee may bring a genuine complaint from repercussion or detriment. 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 intended as guidelines only.

## **13. Complaints and grievances**

### **13.1 Resolving your problems quickly**

LME Recruitment aims to resolve any grievance which is affecting your work promptly and fairly.

If you would like to raise a grievance, then please contact us first rather than complaining directly to our client.

In the first instance, contact your LME Recruitment contact or the Director, if this does not resolve your problem then the Grievance Procedure outlined below should be used.

## 13.2 Raising a formal grievance – Grievance Procedure

1. If you wish to lodge a grievance, we will ask you to submit full details in writing to Leanne Gittins, Director, LME Recruitment Ltd, 7 Pegasus, Orion Court, Great Blakenham, Ipswich, Suffolk IP6 0LW.
2. We will use your written statement as the basis for carrying out an investigation. The investigation may involve interviewing you and obtaining statements from your fellow workers, people at the client where you were working, and our personnel.
3. We may ask you to attend a formal meeting following the investigation and you may be accompanied at the meeting by a work colleague or trade union representative.
4. The findings of the meeting will be issued to you in writing.

We aim to complete the grievance procedures within 20 working days of receipt of the written details.

If your grievance has still not been resolved or you feel that you cannot talk to LME Recruitment personnel then contact Leanne Gittins, Director on 01473 375158.

## 13.3 Appeal

If you do not agree with the findings you must appeal, giving the full details of the reasons for your appeal, in writing to a Director at the above address, within 5 working days. The facts and any new information will be reviewed, and the decision will be given to you in writing.

## 13.4 Complaints about your pay

We aim to pay everyone accurately and on time for work they have done, but sometimes there are mistakes. Contact your LME Recruitment contact first and then above if you do not get the satisfactory response from them.

We may delay payment while we carry out an investigation, which is normally because we have not received a timesheet authorised by the Client.

## 14. Disciplinary procedures

### 14.1 Introduction

LME Recruitment's disciplinary policy and procedure aims to ensure that all temporary employees are treated consistently and fairly. The disciplinary procedure provides warnings to be given for failure to meet LME Recruitments standards of job performance, conduct (whether during working hours or not) and attendance, or for breach of any of the terms and conditions of employment. The procedure is non-contractual but applies to all temporary employees.

All disciplinary warnings will remain on your file for up to 12 months after the last warning. If you do not meet the standards that have been explained to you within the following 12

months or there is any repetition of such or similar misconduct within the next 12-month period you may be disciplined further which may lead to either a further written warning, a final written warning or dismissal, dependent upon the misconduct. You should understand that for this period your work will be closely monitored.

LME Recruitment reserves the right to depart from the precise requirements of its disciplinary procedure where it is expedient to do so and where the resulting treatment of the temporary employee is no less fair.

The following procedure will normally apply but, depending upon the seriousness of the offence, may be invoked at any level including summary dismissal.

## 14.2 Informal discussion

In some cases, the formal disciplinary procedure might not be necessary, minor incidents of misconduct can often be resolved informally with your manager.

If the matter cannot be resolved informally then the formal procedure below will be followed.

## 14.3 Investigation

If disciplinary allegations are made against you, before we decide whether or not to proceed with a disciplinary hearing, we will complete an investigation to establish facts. The level of investigation will depend on the allegations against you.

## 14.4 Suspension pending investigation

Where there is an act of gross misconduct, or where your continued presence at work may hinder the investigation then you may be suspended from work on full pay pending the outcome of the investigation.

## 14.5 Disciplinary hearing

Following the investigation if we believe there are sufficient grounds for disciplinary action then you will be asked to attend a disciplinary hearing.

- Before the disciplinary hearing you will be informed of the allegations against you and the reasoning for those allegations.
- At any disciplinary hearing, you have the right to be accompanied by a work colleague or trade union representative. If your companion cannot attend the meeting on the date set, LME Recruitment will postpone the meeting for up to 5 days.
- At the disciplinary hearing you will be able to respond to any allegations against you and provide any evidence of your own.
- There are three stages within the disciplinary procedure LME Recruitment reserves the right to initiate the procedure at any stage including dismissal.
  1. **Written warning** – In the cases of serious offence or a repetition of earlier minor offences the temporary employee may be given a written warning setting out the nature of the offence, the likely consequences of further offences and specifying, if appropriate, the improvement required and over what period.
  2. **Final written warning** – In the case of a further repetition of earlier offences, if the temporary employee still fails to improve or if the offence, whilst falling short of gross misconduct, is serious enough to warrant only one written warning, the temporary employee may be given a final written warning setting out the nature of the offence, a statement that any recurrence will lead to dismissal and specifying, if appropriate, the improvement required and over what period.



3. **Dismissal** – In the case of gross misconduct, or if all previous stages of the warning procedure have been exhausted, you may be dismissed. The decision to dismiss will not normally be taken without reference to the Director.

## 14.6 Gross misconduct

If LME Recruitment considers that your behaviour is so serious as to amount to gross misconduct, then you may be dismissed summarily without notice. In that instance, you may not receive any payment in lieu of notice.

Gross misconduct may result in immediate dismissal without notice or pay in lieu of notice.

The following types of behaviour are likely to constitute gross misconduct and will normally be dealt with by way of summary dismissal and you may not receive any payment in lieu of notice.

The list given below is not exhaustive:

- Physical violence, actual or threatened theft or attempted theft or other offence.
- Theft or attempted theft or other offence.
- Fascination of records, particulars of job applications, records of hours worked, records of driving hours, claiming tax and NIC relief on expenses to which you are not entitled.
- Malicious damage to property.
- Rude, offensive, and threatening behaviour.
- Failure to notify us by the required deadline of any period in which you anticipate not being on assignment.
- Failure to comply with the requirements to notify LME Recruitment of your availability for work during periods when you are not on assignment.
- Refusal to accept a suitable offer of work under and assignment.
- Serious breaches of Health and Safety and involvement in activities likely to endanger temporary employee safety.
- Consumption of alcohol and drugs or other illegal substances or being under the influence of alcohol, drugs or other illegal substances on Clients' premises.
- Failure to submit timesheets in respect of work done by you.
- Deliberate and serious breaches of confidence in relation to LME Recruitment or its Clients' affairs (subject to the Public Interest (Disclosure) Act 1998).
- Convictions for any serious criminal offence.
- Misuse or unauthorised use of computers, electrical equipment or telephones.
- Serious breaches of LME Recruitment policies and procedures.
- Sexual or racial discrimination or harassment or some other form of discrimination or harassment.
- Gross negligence.
- Insubordination, including insolence or failure to carry out instructions or disregard duties or instruction.

## 14.7 Decision

Usually the disciplinary hearing will be adjourned whilst the decision is reviewed. The length of the adjournment will vary depending on the amount of information to be considered. When reconvened LME Recruitment will inform you of the decision and the reasoning. This decision will then be confirmed to you in writing.





## 14.8 Appeal

If you are dissatisfied with the outcome of the disciplinary procedure you may appeal in writing, giving the full details, and reasons for your appeal, to the Director at, LME Recruitment, 7 Pegasus, Orion Court, Great Blakenham, Ipswich, Suffolk, IP6 0LW, within 5 working days of the date of the decision being which forms the subject of the appeal. The facts and any new information will be reviewed, and the decision will be given to you in writing. Where an appeal relates to a dismissal, for the avoidance of doubt, the dismissal will remain effective pending the outcome of the appeal.

## 15. Personal data

LME Recruitment is licensed to process personal data under the Data Protection Act 1998.

We ask for your consent on the application form to release personal information to our clients in order to obtain or secure work for you.

We require written application from any other third parties before releasing personal data, including the police.

## 16. The internet, emails and mobile phones

### 16.1 Introduction

The law in the UK regards virtually anything published on the Internet as in the public domain, even if it is addressed to “friends”.

If you publish racist, rude or offensive remarks you may lose your job.

Even emails and text messages are not secure – they get forwarded to other people, and again you may lose your job if the email contains rude or offensive remarks about LME Recruitment, it’s employees, fellow temporary employees or temporary workers or people working at a Client.

### 16.2 Use of mobile phones on Client sites

In general, the use of mobile phones during working hours is not permitted and may result in termination of your assignment. Check with your supervisor at the Client before using your mobile phone.

### 16.3 Use of mobile phones in Client vehicles

Using a non-hands-free mobile phone while driving is illegal. Check with you supervisor at the Client before using hands free mobile phones.

## 17. Environmental policy

The Environmental Policy of LME Recruitment Ltd (the Company) is to ensure so far as it is reasonably practicable that its operations will be carried out with a commitment to protecting and enhancing the environment.

As an office we know that we generate wastepaper products. However, as we strive for excellence in every aspect of our business, we are committed to minimising the environmental impacts of the business operation.





Our stated aims are to:

- Aim to continuously improve our environmental performance particularly with regards to our recycling and re-use of paper.
- Where possible we will use recycled or ecologically friendly paper.
- We will use 'waste' paper for notepads unless confidentiality may be compromised.
- Reduce our consumption of resources and improve the efficiency of those resources by printing double sided where practicable
- Manage waste generated from business operations according to the principles of reduction, re-use and recycling
- Recycle all paper products, ink or toner cartridges.
- Comply as a minimum with all relevant environmental legislation as well as other environmental requirements.

This Environmental Policy Statement will be regularly reviewed and updated as necessary. The management team endorses these policy statements and is fully committed to their implementation.

