BEHAVIOUR POLICY & PROCEDURE

This policy was prepared in August 2023.

This policy was reviewed and amended as follows:

Review Date	Amendment
August 2024	N/A
August 2026	Sales Manager replaced Nemi Alexis

BEHAVIOUR POLICY & PROCEDURE

Standards

When on assignment to a labour user, agency workers are representing Stafflex and should:

- Not do anything detrimental to the interests of Stafflex or the labour user
- Take reasonable steps to safeguard their own and others' health and safety
- Comply with the labour user's rules and reasonable instructions
- Provide a reasonable standard of care and skill in their job
- Treat Stafflex staff, the hirer, all fellow workers and visitors with courtesy and respect

Nothing in this procedure gives rise to a contract of employment between the agency workers and the labour user and/or Stafflex.

Procedure

This procedure manages failure to meet Stafflex's and/or the labour user's standards of job performance, conduct (whether during working hours or not) and attendance, or for breach of any of the terms under which a worker is placed on assignment or engaged by Stafflex.

The procedure is non-contractual but applies to all agency workers directly engaged by Stafflex. It does not apply to agency workers who supply their services through other intermediaries.

The principles behind this procedure are to inform the worker fully of any issues that may have occurred, to allow them the opportunity to explain the occurrence and/or make appropriate improvements and to allow a practical route for appeal against any local decision.

Stafflex reserves the right to depart from the precise requirements of this procedure where it is expedient to do so and where the resulting treatment of the worker is fair.

The labour user may, at any time, require the removal of a worker from assignment to them in accordance with the terms of its contractual arrangements with Stafflex. In such instances Stafflex will use its reasonable endeavours to find a suitable alternative assignment for the worker, subject to the outcome of investigations under this procedure, if any. For the avoidance of doubt, the labour user's decision as to who may work on assignment to them is absolute.

Investigation

Stafflex's management should ensure any such issues raised are investigated fairly and dealt with appropriately. They should take advice from senior management within Stafflex or externally as necessary.

When a formal investigation is conducted, the worker has the right to:

- Sufficient advanced written notice of the issues raised, the possible consequences if upheld and details of any meetings to discuss the issues
- Be heard in relation to these issues - to ask questions and challenge the evidence
- An unbiased investigation and hearing, normally but not exclusively face to face - considering relevant considerations and extenuating circumstances
- A reasonable and proportionate decision

Hearings

At any meeting under this procedure, the worker will be informed that he/she may be accompanied by a work colleague or trade union representative. If the designated companion cannot attend the meeting on the date set, the meeting may be postponed by up to 5 days.

The records of formal hearings shall include:

- The advice to the worker of the purpose of the hearing; the issues to be heard and their right to be accompanied
- Confirmation that the parties have had adequate time to prepare for the hearing
- Review of the facts/statements
- Questions from the manager to the worker and any witnesses
- Questions and comment from the worker
- Details of any notice applied, including the agreed improvements required and over what period
- Other decisions given in writing after the meeting.

In all cases, notes will be taken and forwarded to the parties on request.

Notices

Depending upon the seriousness of the issue, the following notices will normally be given but the procedure may be invoked at any level including summary removal from the assignment or termination of the worker's contract with Stafflex.

Issue	First Occasion	Second Occasion	Third Occasion
Minor Breach	First written notice	Second and final written notice	Termination
Serious Breach	First and final written notice	Termination	
Gross Breach	Termination		

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1. **First written notice**

   After a suitable investigation and hearing, the worker will be given a written notice setting out the nature of the problem, the likely consequences of repetition within a defined time-period and specifying, if appropriate, the improvement required and over what period.

2. **Final written notice**

   In the case of further repetition of earlier issues, if the worker fails to improve or if the issue, whilst falling short of a gross breach, is serious enough to warrant only one written warning, after suitable investigation and hearing, the worker will be given a further written notice setting out the nature of the issue, a statement that any recurrence within a defined time period will lead to termination of the worker's assignment with the labour user or engagement by Stafflex and specifying, if appropriate, the improvement required and over what period.

3. **Contract termination**

   In the case of a gross breach, or if previous notices as per this procedure have been provided, the worker's assignment with the labour user or their contract with Stafflex will normally be terminated.

GROSS BREACH OF CONTRACT

The following (not exhaustive) types of behaviour are likely to constitute gross breaches of contract and will normally be dealt with by way of summary termination of the worker's contract with Stafflex.

- Aggressive, threatening, abusive or offensive verbal or physical behaviour
- Deliberate, negligent or malicious waste or damage to the labour user's or other's property
- Theft or attempted theft of Stafflex's, the labour user's or other's property
- Sexual or racial discrimination or harassment or any other form of discrimination or harassment
- Serious breaches of health and safety rules, or involvement in activities likely to endanger others' safety
- Consumption, possession or sale of alcohol or drugs or other illegal substances or being under the influence of alcohol, drugs or other illegal substances on the hirers' premises
- Serious breaches of Stafflex's or Labour providers policies and procedures, including confidentiality, security, hygiene, food safety or other client procedure or requirement
- Insubordination, including insolence or failure to carry out instructions or disregard of duties or instruction
- Gross negligence or actions which lead to loss of trust and confidence in the worker's ability to do the assigned work
- Leaving an assignment mid-shift without notification
- Un-notified non-attendance when booked on assignment
- Misuse or unauthorised use of computers, electrical equipment or telephones
- Falsification of records, such as particulars of job applications; records of hours worked; records of driving hours; claiming tax and NIC relief on expenses without entitlement
- Deliberate and serious breaches of confidence in relation to Stafflex or the labour providers' affairs (subject to the Public Interest (Disclosure) Act 1998)
- Refusal to accept a reasonable and suitable offer of work under an assignment
- Convictions for any serious criminal offence.

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APPEAL

If the worker is dissatisfied with the outcome of any stage of this procedure, they may appeal in writing to the Sales Manager at Stafflex's main office:- International House, Chapel Hill Huddersfield HD1 3EE within 5 working days of the date of the decision which forms the subject of the appeal.

Reasons for the appeal must be stated. Disagreement with the action taken without reasons will not be considered as a suitable basis for an appeal.

Where an appeal relates to a removal from assignment or termination, for the avoidance of doubt, the removal or termination will remain effective pending the outcome of the appeal.

FINAL DECISION

All appeals will be considered as quickly as possible. The decision made on appeal will be final and will be given to the worker in writing within 10 days of the decision being made.