



# RecruitmentPlus

## Temporary Employee Handbook

February 2019

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## 1 Welcome to RecruitmentPlus

I would like to welcome you to **RecruitmentPlus**. Our mission is to work together to serve our clients. Our ultimate aim as a business is to create value for our clients and candidates and earn their and your loyalty and continued business.

With the on-the-job training and support you will receive, we aim with your help to give our clients the standards of service they expect from us.

To achieve our aims, we need your ongoing commitment and contribution. Our commitment to you as a temporary employee is outlined in this handbook. If you are unsure about anything, ask your Manager and he/she will help you.

I would like to wish you much success with RecruitmentPlus.

Welcome to “The **RecruitmentPlus** Team”



Anne Fanthom  
Managing Director

### 1.1 Values

The values which guide us are honesty, respect, integrity, loyalty, candidate and client focused.

### 1.2 Purpose of Handbook

The company seeks to provide a framework for temporary staff and the organisation with regard to the rights and responsibilities of both the employer and the temporary employee.

We want to create an environment for temporary staff and management that is safe and high performing.

The company use the content and information provided by the Workplace Relations Commission and Citizens Information and staff can access information also from both organisations at [www.citizensinformation.ie](http://www.citizensinformation.ie) and [www.workplacereactions.ie](http://www.workplacereactions.ie)

## 2 Terms and Conditions of Employment

### 2.1 Induction/Interview Process

New temporary employees will receive an induction and/or interview where we will cover the following:

- Contract of Employment
- Employee Handbook
- Explanation of tasks, duties and responsibilities
- Probationary Period
- Details for Payroll Purposes
- Brief Company History and Organisational Structure
- Provision of all relevant company policies

During or prior to your induction, you will receive a copy of your Contract of Employment and Job Description. The Contract of Employment, along with this Handbook and your Job Description, should be read carefully as they form the basis of your contract of employment between you and the Company.

### 2.2 Contract of Employment

Please discuss with our Temps Controller and retain for your information. If there is a difference between your employment contract and this temporary employee handbook, the employment contract will be the document of record.

### 2.3 Duties

Over time, the specific requirements of your job may change and you will carry out all reasonable requests of the Company. In the absence of any specific rules and regulations you will be expected to conduct yourself in a manner appropriate to the position occupied by you in the Company and in a manner in keeping with the general requirements and tone of these terms and conditions.

### 2.4 Location

The Company may request that you transfer to another reasonable alternative place of work, which can include acting on a relief basis in other offices to meet the needs of the business. Consideration will be given to your individual circumstances and views before making such a decision and the company seek to consult with temporary staff on issues before a determination is made.

### 2.5 Probationary Period

The first six months of employment will be probationary, although some contracts may have a different probationary period, and during this period the Company will assess performance and suitability.

The Company shall have the right for any reason whatsoever to terminate employment with one week's notice at any time during the probationary period or at the end of such probationary period, unless the contract is terminated by reason of gross misconduct in which case such termination is without notice. Once you have successfully completed your probationary period, your change of employment status will be confirmed.

### 2.6 Working Hours Directive

The maximum number of hours that an employee should work in an average working week is 48 hours. This working week average will be calculated over a four-month period. There are some exceptions to this average period. Averaging may be balanced out over a 4, 6 or 12 month period depending on the circumstances. The 48-hour net maximum working week can be averaged according to the following rules:

- for employees generally - 4 months
- for employees where work is subject to seasonality, a foreseeable surge in activity, or where employees are directly involved in ensuring continuity of service or production - 6 months
- for all employees who enter into a collective agreement with their employers which is approved by the Labour Court - 12 months.

### 2.7 Breaks

Temporary employees are entitled to;

- A daily rest period of 11 consecutive hours per 24 hour period
  - A weekly rest period of 24 consecutive hours per seven days, following a daily rest period
  - A 15-minute break where more than 4½ hours have been worked
  - A 30-minute break where more than 6 hours have been worked, which may include the first break
- Payment for breaks is not a statutory entitlement.

## 2.8 Statutory Employment Records

In compliance with Employment Legislation, and in order to demonstrate that temporary employees are receiving their proper entitlements, RecruitmentPlus are obliged to maintain certain statutory records. The list below sets out the main records required.

1. Employer registration number with the Revenue Commissioners
2. Full Name, Address and PPS Number for each employee (full-time and part-time)
3. Terms of Employment for each employee
4. Payroll details – i.e. Gross, Rate per hour, Deductions, Commissions and Bonuses
5. Copies of Payslips
6. Employees' Job Classifications
7. Dates of commencement and, where relevant, termination of employment
8. Hours of Work for each employee (including starting and finishing times, meal breaks and rest periods).
9. Register of employees under 18 years of age
10. Holiday and Public Holiday entitlements received by each employee
11. Any documentation necessary to demonstrate compliance with employment rights legislation
12. This information is provided by you and will kept on file for 3 years.

## 2.9 Employment Permits

A non-EEA national, except in certain specific cases, requires an employment permit to take up employment in Ireland. The EEA (European Economic Area) comprises the Member States of the European Union together with Iceland, Norway and Liechtenstein.

It is an offence under the Employment Permits Acts 2003 and 2006 for both an employer and a temporary employee to have a non-EEA National in employment without an appropriate employment permit.

Employment permit holders can only work for the employer and in the occupation named on the permit. If the holder of an employment permit ceases, for any reason, to be employed by the employer named on the permit during the period of validity of the permit, the original permit and the certified copy must be returned immediately to the Department of Business, Enterprise and Innovation.

The issuing and administration of Employment Permits on behalf of the State is handled by the Employment Permits Section of the Department of Business, Enterprise and Innovation.

See their website at <https://dbei.gov.ie/en/#>

## 2.10 Data Protection Guidelines

The General Data Protection Regulation are the law governing how we manage personal data. As an organisation we have certain key responsibilities in relation to the information which we keep on computer or in a structured manual file about individuals. These are summarised in eight "Rules" which we must follow.

- Obtain and process the information fairly
- Keep it only for one or more specified and lawful purposes
- Process it only in ways compatible with the purposes for which it was given to us initially
- Keep it safe and secure
- Keep it accurate and up-to-date
- Ensure that it is adequate, relevant and not excessive
- Retain it no longer than is necessary for the specified purpose or purposes
- Give a copy of his/her personal data to any individual, on request.

These provisions are binding on the organisation.

You have rights and entitlements in relation to the personal data you give to the company which are all detailed in our Data Protection Policy, a copy of which is supplied to you along with this handbook. If you have any questions or need any clarification about the Data Protection Policy, you can email our Data Protection Officer at [dpo@rplus.ie](mailto:dpo@rplus.ie) and he/she will answer any of the questions you may have. The Data Protection Policy details why we collect your data, what we do with it, the lawful bases from which we draw our authority to process your data, how long we keep data for, how we store it, what your rights are in relation to that data and how you can exercise your rights.

If in the course of your employment with us you are obliged to handle personal data, you are required to adhere to our Data Protection Policy as failing to do so is considered an act of gross misconduct which may lead to your dismissal.

### **2.11 Protection of Whistle-blowers**

The Protected Disclosures Act 2014 provides a statutory framework under which workers who raise concerns about potential wrongdoings in their workplace are protected from penalisation or other sanction from their employer.

The Act sets out the manner in which a worker may make a disclosure to their employer or other responsible person, to a prescribed person, to the Minister or to a legal adviser.

### **2.12 Pay Arrangements**

Your rate of pay is detailed in your contract of employment. Wages are paid weekly each Friday. Should you change your bank details, you must advise the Company at the first available opportunity in order that your salary can be paid into the correct account. Please note that failure to promptly notify the Company could result in a delay in payment.

### **2.13 Company Information and Confidentiality**

You may not make, otherwise than for the benefit of the Company, any notes, memoranda, flow charts or electronically stored information relating to any matter within the scope of the business of the Company concerning any of its dealings or affairs, nor shall you during the continuance of your employment or at any time after you have left the employment of the Company use or permit to be used any such notes, memoranda, flow charts or electronically stored information. Any such documents (including electronically stored information) made by you whilst in the employment of the Company shall be the property of the Company and shall be left at its registered office(s) upon the termination of your employment with the Company and all copyright in such notes, memoranda, flow charts or electronically stored information shall vest in the Company.

### **2.14 Offences**

Your employment with the company is at all times subject to you not being involved in any criminal activity or being convicted of a criminal offence other than summary Road Traffic Acts offences or an offence which in the reasonable opinion of the Company does not affect your position with the company.

### **2.15 Lay-Offs/Short Time**

The Company reserves the right to lay you off from work or reduce your working hours where, through circumstances beyond its control, it is unable to maintain you in employment. You will receive as much notice as is reasonably possible prior to such lay-off or short-time. You will not be paid during the lay-off period and you will only be paid for hours actually worked during periods of short-time. RecruitmentPlus will endeavour to keep staff updated on work availability with our clients on a regular basis but advise all temporary staff that we cannot guarantee continuous work as we are dependent on our clients business.

### **2.16 Search**

The Company reserves the right to search your person, property or vehicle while on or when departing from the company premises. In the event of you unreasonably refusing to submit to a search, this will be treated as misconduct on your part. Accordingly, it will be dealt with through the disciplinary procedure and may lead to your dismissal. Company email and internet access are for business use and not private purposes. Furthermore, you should not open an email or attachment if you are uncertain as to the integrity of the source and never send or forward any material likely to cause offence or annoyance.

The Company reserves the right to review, audit, intercept, access and disclose all messages created, received or sent over the email system for any purpose and likewise to monitor internet usage.

### 2.17 Flexibility

It is agreed by the signatories that flexibility of labour is fundamental to the continuing progress of the Company. Employees are expected to adapt to establishing a co-operative working environment. Temporary Employees will be upskilled and be able to work in other areas of the business. All temporary staff will be scheduled to suit the needs of the business, taking into account their individual needs.

In cases where a dispute arises concerning any reasonable instruction, the task will be carried out (under protest if necessary) while the dispute is being processed through the grievance procedure. Both parties will seek to address the issue immediately and without undue delay.

### 2.18 Equality

The Company is an equal opportunities employer. Discrimination against any person including temporary employees, clients and candidates is prohibited on 9 grounds which include:

1. Gender: this means man, woman or transsexual
2. Civil status: includes single, married, separated, divorced, widowed people, civil partners and former civil partners
3. Family status: this refers to the parent of a person under 18 years or the resident primary carer or parent of a person with a disability
4. Sexual orientation: includes gay, lesbian, bisexual and heterosexual
5. Religion: means religious belief, background, outlook or none
6. Age: this does not apply to a person aged under 16
7. Disability: includes people with physical, intellectual, learning, cognitive or emotional disabilities and a range of medical conditions
8. Race: includes race, skin colour, nationality or ethnic origin
9. Membership of the Traveller community.

Discrimination is defined as “treating a person less favourably than another is, has been or would be treated”.

The Company’s personnel policies are based on principles of equal opportunity for all including the procedures relating to recruitment, conditions of employment, training, development, transfer and promotion of employees.

The Company will not permit any job applicant, temporary employee or customer to receive less favourable treatment than any other on the grounds listed above. Nor will the Company permit any job applicant or temporary employee to be placed at a disadvantage by a requirement or condition which has a disproportionately adverse effect on them and which can be shown not to be relevant to the job requirements.

Any temporary employee who acts in breach of the policy will be liable to disciplinary action including dismissal. If a temporary employee considers that they are suffering from unfair treatment on any of the grounds set out they may raise their complaint through the Company grievance procedure or directly with their manager.

### 2.19 Harassment

Intimidation or harassment in any form is unacceptable, unlawful behaviour and is a form of discrimination. The Company will treat such behaviour as gross misconduct, which could warrant dismissal.

Harassment describes the behaviour of one person that another person finds unacceptable or unwelcome. It can affect the confidence, morale and health of the person being harassed and is therefore a serious issue. It includes any verbal or physical abuse, derogatory statements, displays or emblems or discriminatory remarks made by one or more persons in the workplace. Sexual harassment is unwanted conduct of a sexual nature or other conduct based on sex affecting the dignity of persons at work.

It includes but is not limited to:

- 1) Non verbal/visual sexual harassment, e.g. sexually suggestive or pornographic pictures/calendars, leering or whistling
- 2) Verbal sexual harassment, e.g. unwelcome sexual advances or unwelcome pressure for social contact, sexually suggestive jokes, remarks or innuendo
- 3) Physical sexual harassment, e.g. unwelcome physical contact, sexual assault

The Company encourages temporary employees to report harassment should it occur. There is a procedure through which temporary employees can confidentially raise complaints relating to harassment. Every effort will be made to ensure that temporary employees making complaints will not be victimised. Victimisation of a temporary employee who makes a complaint of harassment or of a temporary employee who gives evidence regarding harassment will result in disciplinary action and may warrant dismissal.

All temporary employees have a responsibility to help to ensure a working environment in which the dignity of employees is respected. They should be aware of the serious and genuine problems which harassment can cause, and ensure that their behaviour is beyond question. Temporary employees should provide support to colleagues who are being harassed by encouraging them to follow the Company's harassment complaints procedure.

In the event that a temporary employee believes that they are being/have been harassed by a client, candidate or other business contact the Company, they should report the matter as soon as possible.

#### **2.20 Electronic Mail**

All electronic mail (e-mail) messages (and attachments) either received or sent by temporary staff are the property of the Company. The e-mail system operating within the Company should be used for work-related purposes only.

The Company may review e-mails received through and sent from Company e-mail addresses, as part of its internal information technology process. The Company also reserves the right to review e-mails sent internally between temporary employees as part of this procedure.

If the e-mail system is used for non-work related purposes this may constitute a disciplinary offence and will be dealt with in accordance with the Company disciplinary procedure. The measure of discipline will correspond to the gravity of the offence as weighed by the potential effect on the Company and fellow employees. The Company will not be liable for any information sent by a user of the e-mail system in the event that he or she chooses to send information in violation of this policy.

#### **2.21 Internet Use & Social Media**

The Internet, where it is accessed through Company computers, should be used for authorised work-related purposes. If the Internet or Social Media, is used for unauthorised, non-work related purposes, this may constitute a disciplinary offence and will be dealt with under the Company disciplinary procedure.



## 3 Hours or Work and Attendance

### 3.1 Hours of Work

Temporary staff work different hours to meet the requirements of our customers.

Temporary staff take breaks in accordance with the Organisation of Working Time Act to have time to rest and recuperate.

The normal basic working week is included in your contract.

It is important that you report to your place of work each day ready to begin work at the right time. However, we recognise that you may sometimes be unavoidably late. If this happens, you should explain to your Manager as soon as possible and before you commence work.

**Please contact RecruitmentPlus at 087 1929450 if you are going to be late or absent.**

Should you need to leave your place of work for personal reasons please seek authorisation from your Manager first. In line with the Organisation of Working Time Act, 1997, the Company is legally obliged to record temporary staff working hours and breaks. In addition, your wages are calculated by reference to time you have worked each week. We ensure that temporary staff have at least a break of 15 minutes if they've worked or will work for a period of more than 4 hours and 30 minutes. If you've worked or will work for at least 6 hours, we ensure you have a break of at least 30 minutes. Of course, you don't have to actually work 6 hours before you get a lunch break. For example, if you start at 09:00 and you're going to work until say 16:00, you can take your lunch break after 3 hours at 12:00.

The hours worked by staff are subject to change.

### 3.2 Sickness and Absence

#### 3.2.1 Reporting

If you are unable to attend work for any reason, you should notify your Manager one hour before commencement of your working day, on the first day of your absence to explain the reason and likely duration of your absence. This is important so that your Manager can make arrangements to cover your absence.

The number is listed above. Again, it is **087 1929450**.

If you are not able to contact the Manager yourself, please ensure that your parent, guardian, spouse or other responsible person contact him/her on your behalf.

If you are unable to return to work on the date first stated, you must contact your Manager again and tell him/her of the new date you expect to be able to return to work.

If for some reason you are continually late or absent, your Manager will discuss this with you and repeated incidents may lead to disciplinary action.

It is a condition of your employment that you attend a return to work discussion on return from any period of absence. The purpose of this is to ensure that you are capable to return to work.

Sick leave is unpaid.

#### 3.2.2 Frequent Absences

If you are frequently absent due to illness, you may be required to attend a medical examination by a Doctor nominated by the Company. Frequent absences may, following investigation, result in disciplinary action.

## 4 Health and Safety

We are committed to looking after the health and safety of all temporary employees and clients. If you see anything you think is unsafe please tell your Manager immediately and this may prevent an accident from happening. The Company's Health and Safety Policy is available from your Line Manager.

The success of the policy will depend on your co-operation.

### The Safety, Health and Welfare at Work Act

The Safety, Health and Welfare at Work Act 2005 sets out the main provisions for securing and improving the safety, health and welfare of people at work. The law applies to all places of work regardless of how many workers are employed and includes the self-employed.

#### 4.1 Employer Duties

The core of the legislation is the risk assessment approach and the legal duty on employers to prepare a written health and safety document referred to as a Safety Statement. Employers are also responsible for creating and maintaining a safe and healthy workplace.

Employer's duties include:

- Managing and conducting all work activities so as to ensure, as far as reasonably practicable, the safety, health and welfare of people at work
- Designing, providing and maintaining a safe place of work that has safe access, and uses plant and equipment that is safe and without risk to health
- Providing information, instruction, training and supervision regarding safety and health to employees
- Providing and maintaining welfare facilities for employees at the workplace
- Preventing risks to other people at the place of work including, for example, visitors, customers, suppliers and sales representatives
- Have plans in place for emergencies

#### 4.2 Temporary Employee Duties

Temporary employees, including those employed on a part-time or temporary basis, also have duties including:

- Comply with relevant laws and protect their own safety and health, as well as the safety and health of anyone who may be affected by their acts or omissions at work
- Ensure that they are not under the influence of any intoxicant to the extent that they could be a danger to themselves or others while at work
- Cooperate with their employer with regard to safety, health and welfare at work
- Use in the correct manner any item provided for protection
- Participate in safety and health training offered by their employer
- Report any dangerous situations, practices or defects that might endanger a person's safety, health or welfare
- Not to engage in any improper conduct that could endanger their safety or health or that of anyone else

#### 4.3 Office Equipment

Do not interfere with refrigeration, air conditioning, heating, electrical appliances or other machinery, unless you are specifically authorised and trained. Do not use or clean any machine unless you have been trained and authorised to do so.

#### 4.4 Accidents

We are required to keep records of all accidents by law, plus any injuries caused by acts of violence, either involving staff, clients or third parties. You must tell your manager straight away about any accidents or injuries no matter how minor they are.

If you are nearby when an accident or injury happens, please act quickly. Your Manager must be told about any accidents or injuries sustained at work. They will assist with getting treatment, where possible, and record details of the incident.

Always observe safety procedures to make sure that neither you, your colleagues, our clients nor candidates are exposed to danger.

#### **4.5 Smoking**

Smoking is not permitted on company premises per the Public Health (Tobacco) Acts 2002-2015.

E-cigarettes are not covered under the act. RecruitmentPlus policy is that they are not permitted in the workplace.

Please check to ensure if the client company have a different smoking policy.

Please place cigarette ends in waste bins.

#### **4.6 Alcohol / Drugs**

In the interest of Health, Safety and client and candidate service, the consumption of alcohol or the use of prescribed drugs/controlled substances is not allowed on company premises. Consumption of alcohol on the premises is only permitted on certain occasions with management approval. Being in possession of, or consuming these substances during working hours will be treated as a serious breach of Company discipline. Staff found to be under the influence of alcohol or drugs will be subject to disciplinary action under the heading of serious misconduct.

## 5 Leave

### 5.1 Annual Leave

- The annual leave entitlement is 20 working days (excluding Public Holidays). Or 8% of hours worked.
- All holidays that you have earned should be taken by you during the annual leave year.
- Holidays must be taken at times convenient to the Company and adequate notice must be given for all holiday requests, the dates of which are to be requested and approved by prior arrangement with the person to whom you report. No more than 10 days holidays may be taken at any one time unless permission is given by the person to whom you report.

### 5.2 Public Holidays

Statutory Public Holidays are as follows:

New Year's Day  
St. Patrick's Day  
Easter Monday  
1<sup>st</sup> Monday in May  
1<sup>st</sup> Monday in June  
1<sup>st</sup> Monday in August  
Last Monday in October  
Christmas Day  
Saint Stephens Day

Good Friday is not a public holiday,

### 5.3 Maternity Leave

Female staff will be entitled to maternity leave in accordance with the conditions of the Maternity Protection of Employees Act 2000.

### 5.4 Paternity Leave

With effect from 1 September 2016, new parents (other than the mother of the child) are entitled to paternity leave from employment or self-employment following birth or adoption of a child. The Paternity Leave and Benefits Act 2016 provides for statutory paternity leave of 2 weeks. The provisions apply to births and adoptions on or after 1 September 2016. You can start paternity leave at any time within the first 6 months following the birth or adoption placement.

### 5.5 Force Majeure Leave

If you have a family crisis the [Parental Leave Acts 1998 and 2006](#) give an employee a limited right to leave from work. This is known as force majeure leave. It arises where, for urgent family reasons, the immediate presence of the employee is indispensable owing to an injury or illness of a close family member.

Force majeure leave does not give any entitlement to leave following the death of a close family member.

A close family member is defined as one of the following:

- A child or adopted child of the employee
- The husband, wife or partner of the employee
- Parent or grandparent of the employee
- Brother or sister of the employee
- Person to whom the employee has a duty of care (that is, he/she is acting in loco parentis)
- A person in a relationship of domestic dependency with the employee
- Persons of any other class (if any) as may be prescribed

The maximum amount of leave is 3 days in any 12-month period or 5 days in a 36-month period. You are entitled to be paid while you are on force majeure leave.

You are protected against [unfair dismissal](#) for taking force majeure leave or proposing to take it.

## **6 Disciplinary Procedure**

### **6.1 General**

This procedure is designed to help and encourage all temporary employees to achieve and maintain standards of conduct, attendance and job performance. It is the Company's responsibility to ensure that disciplinary practices and procedures are effective, are well understood and consistently applied.

This procedure is intended only as a statement of the Company's policy and management guidelines. Any or all of the stages in the procedure may be omitted where it is considered appropriate.

No disciplinary action will be taken against a temporary employee until the case has been investigated and a disciplinary hearing has been conducted. During the process the employee will be advised of the nature of the complaint against them and will be given the opportunity to state their case before any decision is made. RecruitmentPlus are committed to ensuring that all staff receive due process.

A temporary employee will have the right to be accompanied by a work colleague or staff representative at a disciplinary hearing.

A temporary employee will have the right of appeal against any disciplinary action. The disciplinary procedure may be implemented at any stage if the temporary employee's alleged misconduct/performance warrants such action.

Records will be kept of investigations, interviews and hearings.

Notice of a disciplinary hearing will be given to the temporary employee.

Where there are reasonable grounds to suspect a temporary employee has committed an act of gross misconduct or where it is appropriate to facilitate further investigations, a temporary employee may be suspended on basic pay until the disciplinary hearing.

The following disciplinary procedure will be generally observed.

#### **6.1.1 Verbal Warning**

If a temporary employee's attendance, work performance or conduct does not meet acceptable standards they will normally be given a verbal warning. They will be advised of the reason for the warning and that it is the first stage of the disciplinary procedure. They will also be advised of the right of appeal as set out in the appeals procedure.

A record of the verbal warning will be kept on the temporary employee's personnel file but it will be disregarded for disciplinary purposes after six months subject to satisfactory attendance, work performance or conduct.

#### **6.1.2 First Written Warning**

If the offence is a serious one or where a temporary employee's work performance, attendance or conduct is still unsatisfactory, a first written warning will be given to the employee. This will give details of the complaint, the improvement required and the time scale for improvement. It will state that further action will be considered if there is repetition of the conduct or there is no satisfactory improvement. It will advise of the right of appeal as set out in the appeals procedure.

A copy of this first written warning will be kept on the temporary employee's personnel file and will be disregarded for disciplinary purposes after 12 months subject to satisfactory attendance, work performance or conduct.

#### **6.1.3 Final Written Warning**

If there is still a failure to improve on the temporary employee's attendance, work performance or conduct is still unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning but insufficiently serious to justify dismissal, a written final warning will normally be given to the temporary employee. This will give details of the complaint, will warn that dismissal will result if there is a repetition of the conduct or there is no satisfactory improvement. It will advise of the right of appeal as set out in the appeals procedure. A copy of this final written warning will be kept on the employee's personnel file and will be disregarded for disciplinary purposes after 12 month (in exceptional cases the period may be longer) subject to satisfactory attendance, work performance or conduct.

#### 6.1.4 Dismissal

If attendance, work performance or conduct is still unsatisfactory and the temporary employee still fails to reach the prescribed standards, dismissal will normally result. The temporary employee will be provided as soon as reasonably practicable with written reasons for the dismissal, the date on which the employment terminated and the right of appeal as set out in the appeals procedure. In circumstances of gross misconduct temporary employees may be dismissed for a first breach of discipline. Examples of gross misconduct include, but are not limited to:

- Theft
- Refusal to carry out a reasonable work instruction
- Deliberately ignoring safety or security rules and thereby endangering one's own or another's physical wellbeing or safety
- Obscene behaviour
- Consumption of alcohol/non-medication drugs at work or attending for work under the influence of alcohol/non-medication drugs
- Fraud, wilful damage to or gross negligence of company or other employee's property
- Falsification of records
- Harassment of or discrimination against fellow employees or clients
- Committing a criminal offence either at or outside work which undermines the trust between the individual and the Company
- Unauthorised possession or removal of company property from Company premises
- Violence towards another person or property
- Gross neglect of duties to an extent likely to cause loss to the Company or danger to other employees or members of the public

Please note that this list is not exhaustive.

#### 6.2 Disciplinary Action other than Dismissal

At any stage of the disciplinary procedures other disciplinary action may be taken as appropriate. Such action would normally be as an alternative to dismissal. Temporary employees may be suspended without pay as part of the procedure to investigate misconduct.

#### 6.3 Serious Misconduct

If a staff member is guilty of serious misconduct he/she may incur:

- (a) given a final written warning
- (b) suspended from duty without pay
- (c) Demoted/relocated
- (d) Dismissed from your employment
- (e) Combination of the above depending on the gravity of the situation

Note: In cases of serious misconduct a full investigation will be carried out by the Company. The individual will be given the opportunity to have his/her Staff Representative present at any disciplinary interview concerning the matter. The staff member may be suspended, with pay, pending full investigation.

#### Under the influence of drugs/substance/alcohol whilst at work

The company does not condone any individual arriving at work under the influence of alcohol, drugs or solvents. This type of behaviour poses a health and safety risk to the staff member and others, and is contrary to company policy on drugs/substance/alcohol abuse. To this end, where management holds any reasonable belief that an individual, whilst at work, is under the influence of alcohol, drugs or solvents, they will be dealt with under the heading of serious misconduct. This may involve suspension without pay for the remainder of their working day pending a formal disciplinary meeting.

#### 6.4 Appeals procedure

If a temporary employee disagrees with any disciplinary action taken against them they may avail of their right to appeal to management. The staff member shall be advised of the appropriate appeal authority in writing on the issuing of the disciplinary action. In cases where an individual appeals any disciplinary action, they will incur the disciplinary action and work under protest (except in dismissal situation) for the duration of the appeal.

## 7 Grievance Procedure

Problems, misunderstandings or difficulties are bound to arise from time to time. It is often the case that when a problem is discussed openly it can be dealt with quickly and easily. If you wish to discuss a complaint or raise a query arising from your temporary employment, the matter should be dealt with according to the following procedure.

You should first raise the matter with your immediate manager. Failing resolution you should then discuss it with your Line Manager. If your grievance is with your immediate superior you should raise the matter initially with a senior manager.

If your grievance is still not satisfactorily resolved you should submit your grievance in writing to the Managing Director who will then decide whether to interview you in relation to the grievance. Senior management will meet as quickly as possible to seek to achieve resolution of the grievance. Senior management will then issue a written statement setting out their decision on your grievance. A copy of this statement will be given to you and such other personnel as may be relevant to the grievance. Throughout the grievance procedure your complaint will be treated in confidence where possible.

## **8 Leaving the Company**

### **8.1 Notice**

**Employment may be terminated by a temporary employee on giving to the Company written notice as follows:**

1. After 13 weeks continuous employment the notice period of 1 week applies to both parties.

Company will terminate an employee if guilty of any material dishonesty, gross misconduct, and gross neglect or commit any act which is prejudicial to the best interests of the Company.

### **8.2 Company Property**

If you leave the Company or any of our clients, you must return any machinery or company property which has been provided before you receive your final pay.



## 9 Employment Legislation

The following links provide information on the legislation that regulates the employer-employee relationship. We share it with temporary staff with the intention of keeping all stakeholders informed.

The **Protection of Employment (Temporary Agency Work) Act 2012** provides that all temporary agency workers must have equal treatment as if they had been directly recruited by the hirer in respect of the duration of working time, rest periods, night work, annual leave and public holidays and pay.

The **Paternity Leave and Benefit Act 2016** provides for statutory paternity leave of 2 weeks to be taken in the first 6 months following birth or adoption of a child.

The **Workplace Relations Act 2015** reorganises and reforms employment rights structures by establishing the Workplace Relations Commission.

The **Employment Permits (Amendment) Act 2014** amends and extends the Employment Permits Acts 2003 and 2006 through the provision of 9 different types of employment permit and changes to the criteria for issuing employment permits.

The **Protected Disclosures Act 2014**: This Act protects employees who make disclosures about wrongdoing that comes to their attention in the workplace from penalisation.

The **Industrial Relations (Amendment) Act 2012**: This Act reforms the wage setting mechanisms for making Employment Regulation Orders and Registered Employment Agreements.

The **Employees (Provision of Information and Consultation) Act 2006** establishes minimum requirements for employees' right to information and consultation about the development of their employment's structure and activities. Since 23 March 2008 it applies to employers with at least 50 employees.

The **Parental Leave (Amendment) Act 2006** amends the Parental Leave Act 1998 which provides for a period of unpaid parental leave for parents to care for their children and for a limited right to paid leave in circumstances of serious family illness (force majeure).

The **Safety, Health and Welfare at Work Act 2005** covers health and safety in the workplace.

The **Adoptive Leave Act 2005** covers Adoptive Leave for employees.

The **Maternity Protection (Amendment) Act 2004** covers Maternity Leave.

The **Equality Act 2004** prohibits discrimination in a range of employment-related areas. The prohibited grounds of discrimination are gender, marital status, family status, age, race, religious belief, disability, sexual orientation and membership of the Traveller community. The Act also prohibits sexual and other harassment. The Equality Act also amends the Equal Status Act 2000 to extend the definition of sexual harassment and shift the burden of proof from the complainant to the respondent.

The European Communities **Protection of Employees on Transfer of Undertakings Regulations 2003** applies to any transfer of an undertaking, business or part of a business from one employer to another employer as a result of a legal transfer (including the assignment or forfeiture of a lease) or merger. Employees rights and entitlements are protected during this transfer.

The **Protection of Employees (Fixed Term Work) Act 2003** protects fixed-term employees by ensuring that they cannot be treated less favourably than comparable permanent workers and that employers cannot continually renew fixed term contracts. Under the Act employees can only work on one or more fixed term contracts for a continuous period of four years. After this the employee is considered to have a contract of indefinite duration (e.g. a permanent contract).

The **Organisation of Working Time (Records) (Prescribed Form and Exemptions) Regulations 2001** requires employers to keep a record of the number of hours worked by employees on a daily and weekly basis, to keep records of leave granted to employees in each week as annual leave or as public holidays and details of the payments in respect of this leave. Employers must also keep weekly records of starting and finishing times of employees.

The **Protection of Young Persons (Employment) Act 1996** regulates the employment and working conditions of children and young persons.

The **Terms of Employment (Information) Act 1994** regulates such matters as job description, rate of pay and hours of work.

The **Unfair Dismissals Act 1993** regulates unfair dismissals

### **9.1 The Employment (Miscellaneous Provisions) Act 2018**

This act is the most recent legislation enacted in Ireland. We include it here separately as it is the newest and it may impact temporary employees.

#### **Statement of Terms**

Within five days of an employee commencing employment, the employer must notify the employee in writing of certain core terms of employment.

The five core terms to include are as follows:

- the full names of the employer and the employee;
- the address of the employer or principal place of business;
- the expected duration of a contract, if temporary or, the end date of a fixed term contract;
- the rate or method of calculation of the employee's remuneration and the pay reference period;
- the number of hours which the employer reasonably expects the employee to work—
  - per normal working day, and
  - per normal working week.

This new obligation is in addition to Section 3 of the Terms of Employment (Information) Acts 1994 which requires an employer to provide a written statement to an employee outlining 15 core terms of employment within two months of commencing employment.

If the new five core terms are not provided on time, an employee can bring a claim to the WRC and be awarded up to four weeks' remuneration. In order to bring a claim, an employee must have one month's continuance service.

#### **Zero-Hour Contracts**

A zero-hour work arrangement takes place when an employee is required to be available for a specific number of hours per week and/or on an "as and when required basis", without the guarantee of being paid for these hours. This practice is being changed by the Act. The Act prohibits zero hours contracts except in limited circumstances, where there is a genuine casual employment requirement or a need to provide cover in emergency situations.

#### **Minimum Payment**

If the employer does not require an employee to work at least 25% of the time the employee is required to be available to work, the employee will receive payment for 25% of the contract hours or 15 hours, whichever is less.

There now is a minimum payment for these hours which is three times the hourly rate of pay or three times the minimum hourly rate of pay. This does not apply to an employee who is on an 'on call basis' such as emergency workers.

## 10 Temporary Employee Handbook Acknowledgement Form

I acknowledge receipt of the Temporary Employee Handbook

I have read it, I understand it and I accept the contents therein as part of my Conditions of Employment with RecruitmentPlus.

Name	
Signature	
Date	
Branch	
Witness	
Date	