

Employee Handbook



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New Brolly on the Block Ltd

New Brolly on the Block Ltd is a fully compliant Umbrella Company. We act as an employer to

contractors who work under a contract assignment, usually through a recruitment agency in the

United Kingdom.

We are an equal opportunities employer and do not discriminate on the grounds of gender,

sexual orientation, marital or civil partner status, pregnancy or maternity, gender reassignment,

race, colour, nationality, ethnic or national origin, religion or belief, disability, or age.

We expect all those in our supply chain and contractors to comply with our values, in this regard.

As part of our due diligence, we liaise with our clients and employees, to ensure that all parties

are compliant with up-to-date employment legislation and employment rights.

This Handbook sets out the main policies and procedures that you will need to be aware of while

working for us. You should familiarise yourself with it and always comply with it.

Any questions you may have regarding its contents or what you have to do to comply with it

should be referred to our payroll department at the general email address listed in the 'Key

Contacts'.

This Handbook does not form part of any employee's contract of employment, and we may

amend it at any time.

Key Contacts

For all payroll queries please email info@newbrollyontheblock.co.uk

Or Call: 0161 532 8492

For any other queries please email info@newbrollyontheblock.co.uk

Or Call: 0161 532 8492

About your agreement with New Brolly on the Block Ltd

Right to Work

As your employer, New Brolly on the Block Ltd must legally prove that you are able to work in the UK. Your ID documents will have been requested upon signing up with us and must be sent to us before we can issue your contract of employment to you and formalise our relationship with you.

A list of the documents that can be used as your ID and Right to Work can be found in our "Right to work" guide.

Please note that we will also carry out an online ID check to verify your identity. This will not leave any imprint on your credit score.

The Conduct of Employment Agencies and Employment Businesses Regulations 2003 Introduced by the Department of Business, Innovation and Skill (BIS) in April 2004, regulations are in place to govern the conduct of the UK recruitment industry – they specifically detail the minimum standards that work-seekers and hirers are entitled to expect.

The regulations essentially provide protection for work-seekers looking to gain temporary and permanent employment. Any breach of the regulations is a criminal offence.

Regulations were updated in 2010 and again in 2016.

Work-seekers do have the option to 'opt out' of the regulations – this must be done before the start of an assignment.

Note – Those who work with vulnerable people cannot opt out. The regulations confirm that a vulnerable person is any person, who by reason of age, infirmity, illness, disability, or any other circumstances needs care or attention and includes any person under 18 years of age.



You will be paid a week in arrears whilst working through us and in line with the payment schedule from your agency. Your payment will typically be paid 7 working days after the end of each working week.

If your agency has self-billing status, you do not need to provide us with a copy of your signed timesheet. You will however need to ensure that any hours/days worked have been agreed by your client prior to the agency weekly/monthly cut off point. In these circumstances, your agency will provide us with a weekly/monthly self-billing remittance ahead of issuing a relevant payment.

If your agency does not have self-billing status, then you will be required to confirm the number of hours/days you have worked AND also upload a copy of your signed timesheet, via the portal. If necessary, you can also email a note of your time worked each week/month along with a copy of your timesheet to info@newbrollyontheblock.co.uk.

You will ALSO be required to send the signed timesheet (or equivalent) to your agency/client If your agency needs an invoice, it is your responsibility to ensure that you send your hours to us by 12:00 noon each Tuesday.

If you are unsure of the self-billing status of your agency, please contact a us on info@newbrollyontheblock.co.uk.

Please note some agencies will only make payment to us monthly. If this is the case your agency consultant will have confirmed this to you. If you have any doubts, please contact us.

All payments will be made by New Brolly on the Block Ltd to your account via Faster Payment. Once the funds have left our bank account, we have no control over these funds. Banking guidance confirms that although highly unlikely, Faster Payments can take until close of business to clear in the recipient's account.

Tax & National Insurance

When working through New Brolly on the Block Ltd you are classed as an Employee and your earnings are therefore subject to Tax and National Insurance Contributions which we are legally obliged to deduct. All deductions are in line with the levels set by HMRC.

We would ask that you provide us with your most recent P45 or in circumstances where a P45 is not available, you complete a new starter declaration.

By providing us with either of these documents we can ensure that you are placed onto the correct tax code for your circumstances.

At times, HMRC may contact us directly and ask us to change your tax code, we are legally obliged to do this.

If you believe that your new tax code is incorrect you will need to speak to HMRC directly - this is because it is a personal tax matter. The HMRC contact number is 0300 200 3300. You will need to quote New Brolly on the Block Ltd Employer reference which is: 120/TE66220

Statutory Deductions

Employers National Insurance Contributions (ENICS)

When you are in permanent employment your employer has a statutory liability to pay Employers National Insurance Contributions (ENICS).

If you work via New Brolly on the Block Ltd, the process is exactly the same. ENICS still needs to be paid on your assignment income and it is therefore imperative that your agency adjusts your rate to account for the charge. If your agency does not account for ENICS within the funds paid to New Brolly on the Block Ltd then you will actually take home less money than you would do if the agency paid you via their own internal payroll function.

For information, ENICS are calculated at 13.8% on earnings above primary threshold (please contact our payroll team for current level) and is uncapped.



Please bear the above information in mind before you accept a rate from your agency and do not hesitate to call us if further support is required.

Apprenticeship Levy (AL)

The Apprentice Levy (AL) was introduced on 6th April 2017 for all businesses (including umbrella companies) who have a wage bill in excess of £3 million per annum. As with the ENICS the AL will have been worked into your Limited hourly/daily rate (0.5% of the gross for tax).

The funds collected for the AL are allocated to an apprenticeship training fund (run by the government) and therefore New Brolly on the Block Ltd will not benefit financially from these deductions except for apprenticeship training purposes.

Other Deductions

Childcare Vouchers

The scheme closed to new applicants on 4th October 2018; For more information, please see the link

https://www.gov.uk/help-with-childcare-costs/childcare-vouchers

Student Loans

If you are currently making student loan contributions, you will see this contribution on your payslip. The calculation is made based on 9% of your net earnings however there is a threshold before you must pay. Please contact our payroll team for the current levels and for further guidance.

Attachment of Earnings Orders

New Brolly on the Block Ltd are required to apply and begin deductions for any attachment of earnings orders that may apply to you. These are typically taken as a percentage of your net pay and are paid across to recipient accounts monthly.



Our Margin

Our Margin is £25 per week.

No fee is charged on statutory payments made.

Holiday Pay

As discussed, when you joined us, you have the option for your holiday pay to be retained. If so, each week (or month) you will have 12.07% retained from your payments.

When you take time off, we would request that you email us and ask for either an amount, or hours equivalent to be paid out to you. Unless otherwise requested, we will process holiday pay within your weekly or monthly payment schedule. If at any point you wish to commence/cease your holiday pay retention, you will need to put this in writing to info@newbrollyontheblock.co.uk

If you have not taken or withdrawn any of your holiday funds by 05 April each year, we will automatically pay this to you.

If you leave New Brolly on the Block Ltd, we will automatically pay the retained holiday pay to you. As your holiday pay income is the same as your conventional income, you will be subject to Income Tax & National Insurance deductions before net payments are made to you.

Pension Contributions

Automatic Enrolment Pension contributions detailed on your payslips relate to the Workplace Pension Scheme that all employers must comply with. After 12 weeks, if eligible, you will be automatically enrolled onto the New Brolly on the Block Ltd workplace pension scheme operated via our pension provider(s). New Brolly on the Block Ltd are required to automatically enrol all eligible employees onto the scheme and make a subsequent deduction, however, you are not required to stay in the scheme if you choose not to. To opt out of the scheme, please contact the payroll department who will assist further.

If you do wish to opt out of the scheme, please ensure you do this within the first 4 weeks of enrolment as your contributions cannot be refunded after this point.

Statutory Payments

SSP – Statutory Sick Pay

If you have started work on your contract and earn an average of £123.00 per week and have been absent from work due to illness for 4 or more consecutive days, you are entitled to be paid SSP.

If you qualify for SSP you will receive payments for up to 28 weeks of your illness. Please contact our payroll team for current levels. For sickness that lasts 7 days or more, a doctor's note is required.

You can self-certify if your absence from work is less than 7 days. SSP will be paid to you on your usual payment date – our margin will not apply to payments of SSP alone.

If you are unsure whether you qualify for SSP, please contact our payroll team.

SMP - Statutory Maternity Pay

SMP is a statutory payment in relation to maternity pay that you may be entitled to receive depending on whether you meet the eligibility criteria as follows; Be on the New Brolly on the Block Ltd payroll in the 'qualifying week' - the 15th week before the expected week of childbirth.

Provide proof you are pregnant (usually via MATB1 form provided by the midwife). Have worked for us continuously for at least 26 weeks up to any day in the qualifying week. Your average earnings are not less than the lower earnings limit set by the government each tax year. SMP is claimable for up to 39 consecutive weeks where you will receive 90% of your average weekly earnings for the first 6 weeks of your maternity leave.

For the remaining period you will be paid the statutory amount. Please contact our payroll team for the current amount. SMP will be paid to you on your usual payment date – our margin will not apply to payments of SMP alone.



SPP - Statutory Paternity Pay and Leave

If your partner is having a baby or adopting a child, you might be eligible for paternity leave and pay.

Eligibility criteria is as follows; On the birth of a child, where either: You are the biological father and expect to have some responsibility for the child's upbringing; or You are the mother's partner ('spouse', civil partner or someone (of either sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle) and you expect to have main responsibility with the mother for the child's upbringing. On the birth of a child to a surrogate mother where you are, or your partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your partner responsibility for the child. Where an adoption agency places a child with you and/or your partner for adoption and you expect to have main responsibility (with your partner) for the child's upbringing.

Where a local authority places a child with you and/or your partner under a fostering for adoption arrangement and you expect to have main responsibility (with your partner) for the child's upbringing. You must also be employed through New Brolly on the Block Ltd continuously for at least 26 weeks up to and including your qualifying week. You will be paid Paternity pay at statutory level (the current level will be confirmed by our payroll team) or 90% of your average weekly earnings (whichever is the lower) for either one or two consecutive weeks. You cannot take paternity leave if you have already taken shared parental leave in respect of the same child.

There are several other family-friendly statutory schemes which you may qualify for including statutory adoption pay and leave, shared parental leave and pay and parental leave, time off for antenatal appointments and adoption appointments. Please contact the payroll team for further details.

Emergency Contact Details

We are responsible for maintaining up-to-date details of your home address and the emergency contact telephone numbers of the person or persons you would like us to contact in the event of an emergency, for example if you have an accident. This information is held in confidence and will only be used when needed.

Changes to your personal details

You have a responsibility to inform us straight away of any changes to your personal details so that we can keep our records up to date. Any changes to your details must be confirmed in writing.

Securing Future Assignments

As your employer, New Brolly on the Block Ltd are aware that you may need some help to maintain continuity of work when your existing assignment comes to an end. Please get in touch if we can assist.

Leaving New Brolly on the Block Ltd

If you wish to leave our services, New Brolly on the Block Ltd will require confirmation of your intentions in writing.

When contacting us, please make us aware of your full name, reason for leaving and your final working day. As you are paid weekly in arrears, we will not be able to issue your P45 until the week after your final payment has been made.

Health and Safety Guidelines

New Brolly on the Block Ltd has a statutory responsibility to provide all employees with the information, training, and other support as is necessary to enable work activities to be always carried out safely.

In support of this, we will issue you with a health & safety questionnaire when you undertake each and every new assignment to demonstrate that all steps, as are reasonably practical, have been taken to ensure your own health and safety and that of your work colleagues.

As you start each new assignment, a safety induction process should be made available to you by the end client, whereby the client will advise you of their health & safety procedures along with their nominated safety contacts. If this does not happen, please contact us immediately. This induction will assist you when completing your questionnaire.

Important points to note (along with the questionnaire points); You must familiarise yourself with the client's fire evacuation procedure. If you were to have an accident or 'near miss' you should always register this in the client's accident book and report this to New Brolly on the Block as soon as possible.

You should be made aware of the first aid provisions, know the identity of designated first aiders and the whereabouts of any first aid facilities. It is important for you to read and understand any appropriate risk assessments which have been prepared particularly for any work procedures or work systems that you will undertake such as manual handling, hazardous substances, working at heights, the use of display screen equipment, personal protective equipment etc.

If you work from home for all, or part of your assignment, please ensure that your workstation is set up correctly and safely. You should give yourself adequate breaks when working at a computer screen for any length of time (more than one hour in any one session). If you are required to drive during your assignment, please ensure that you drive safely and in accordance with road traffic legislation, particular emphasis is placed on the safe use of mobile phones. It is important that you take these requirements seriously and you must liaise with your nominated client contact if you feel that your health & safety is being put at risk. You must also immediately raise your concerns with us.

Policies

Slavery and Human Trafficking Statement

This statement is made on behalf of New Brolly on the Block Ltd, in respect to the Modern Slavery Act 2015. The acts require us as a company to be clear both in our business and our wider supply chain about our efforts to eliminate any slavery and human trafficking. As a responsible organisation we have the responsibility to be aware of the risk, and to tackle slavery and human trafficking, reporting any concerns to management and we are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business. New Brolly on the Block Ltd has zero tolerance to slavery and human trafficking.

Internal Training and Policies

To ensure a high level of understanding regarding the risks of modern slavery and human trafficking we provide training to our colleague's and have several internal policies. These include, but not limited to; Right To Work training Anti-Money Laundering training Whistleblowing Policy Code of Business Conduct Identity checks Our staff are encouraged to identify any suspicious behaviour in breach of the Modern Slavery Act 2015 to our Director This statement is made pursuant to Section 54(1) of the Modern Slavery Act 2015, and constitutes our group's slavery and human trafficking statement for the current financial year.

Diversity and Equal Opportunities Policy

The company values the contribution that every team member can make to its successful performance. Discriminating against team members or job applicants on the grounds of age, gender reassignment, sex, race, disability, religion or belief, sexual orientation, martial or civil partner status, pregnancy or maternity, colour, nationality, ethnic or national origin whether actual or perceived, is unacceptable behaviour, and a breach of the company's rules.

This includes direct discrimination, indirect discrimination, harassment, and victimisation. Such actions will result in disciplinary action. Any allegations of unfair employment practice will be fully investigated and recorded. Allegations of unfair employment practice will be investigated under the company's established disciplinary procedures. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.

Privacy Policy

New Brolly on the Block is committed to protecting the privacy and security of your personal information. This privacy notice describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR). It applies to all employees, workers and contractors and the full policy can be found by clicking here.



Grievance Policy

About this procedure

Most grievances can be resolved quickly and informally through discussion with us. If this does not resolve the problem, you should initiate the formal procedure set out below.

- 1.1 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 1.2 This procedure does not form part of any employee's contract of employment. It may be amended at any time, and we may depart from it depending on the circumstances of any case.

2. Step 1: written grievance

- 2.1 You should put your grievance in writing and submit it to the Director.
- 2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

3. Step 2: meeting

- 3.1 We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend.
- 3.2 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
- 3.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 3.4 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.
- 3.5 We will write to you, usually within one week of the last grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.



4. Step 3: appeals

- 4.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to The Managing Director, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 4.2 We will hold an appeal meeting, normally within two weeks of receiving the appeal. Where possible this will be dealt with by someone who has not previously been involved in the case. You will have a right to bring a companion (see paragraph 3.2).
- 4.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

Whistleblowing

The Public Interest Disclosure Act 1998 offers protection in certain circumstances against victimisation or dismissal for workers who "blow the whistle" on criminal behaviour or other wrongdoing. New Brolly on the Block encourage our employees to bring their concerns to the attention of The Director. Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations The aim of this policy is to provide an internal mechanism for reporting, investigating, and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally. The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. The charity Protect operates a confidential helpline. Their contact details are at the end of this policy. We will not subject anyone to detrimental treatment or take disciplinary action against employees for whistle blowing, and any such treatment would be considered Gross Misconduct and may be dealt with in accordance with the Disciplinary Procedure.

Disciplinary Policy

- 5. About this procedure
- 5.1 This procedure is intended to help maintain standards of conduct and to ensure fairness and consistency when dealing with allegations of misconduct.

- 5.2 Minor conduct issues can usually be resolved informally with your line manager. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.
- 5.3 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 5.4 This procedure does not form part of any employee's contract of employment, and we may amend it at any time.

6. Investigations

- 6.1 Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing.
- 6.2 In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you should not visit our premises or contact any of our clients, 14 customers, suppliers, contractors, or staff, unless authorised to do so. Suspension is not considered to be disciplinary action.

7. The hearing

- 7.1 We will give you written notice of the hearing, including sufficient information about the alleged misconduct and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.
- 7.2 You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.
- 7.3 You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.
- 7.4 We will inform you in writing of our decision, usually within one week of the hearing.

8. Disciplinary action and dismissal

The usual penalties for misconduct are:



- (a) Stage 1: First written warning: Where there are no other active written warnings on your disciplinary record, you will usually receive a first written warning. It will usually remain active for six months.
- (b) Stage 2: Final written warning. In case of further misconduct or where there is an active first written warning on your record, you will usually receive a final written warning. This may also be used without a first written warning for serious cases of misconduct. The warning will usually remain active for 12 months.
- (c) Stage 3: Dismissal or other action. You may be dismissed for further misconduct where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below (clause Error! Reference source not found.). We may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period. 15 9.

9. Appeals

- 9.1 You may appeal in writing within one week of being told of the decision.
- 9.2 The appeal hearing will, where possible, be held by someone other than the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.
- 9.3 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. There is no further right of appeal.

10. Gross misconduct

- 10.1 Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).
- 10.2.1 The following are examples of matters that are normally regarded as gross misconduct:

 (a) theft or fraud; (b) physical violence or bullying; (c) deliberate and serious damage to property; (d) serious misuse of the organisation's property or name; (e) deliberately accessing internet sites containing pornographic, offensive, or obscene material; (f) serious insubordination; (g) unlawful discrimination or harassment; (h) bringing the

organisation into serious disrepute; (i) serious incapability at work brought on by alcohol or illegal drugs; (j) causing loss, damage, or injury through serious negligence; (k) a serious breach of health and safety rules; (l) a serious breach of confidence. This list is intended as a guide and is not exhaustive.

Employee Conduct

Code of Conduct

The reputation and, therefore, the success of our business rests on the way each individual carries out his/her work. We expect you to always present yourself in a professional and business-like manner. All reasonable instructions given to you by your line manager must be carried out.

Personal Telephone Calls

Whilst we recognise that there is a need to make or receive some personal telephone calls during working hours, these should be kept to a minimum. Non-work mobile phones should be switched off during office hours.

Drink and Drugs

You are not permitted to drink alcohol or to be under the influence of alcohol during working hours. Similarly, you are not permitted to be in possession of or to be under the influence of drugs, other than those specifically prescribed to you by a registered medical practitioner, during working hours.

Personal Possessions

It is your responsibility to take care of your own possessions whilst at work - e.g., money, coats, bags, and other valuables. We cannot accept liability for the loss of, or damage to, your belongings whilst you are at work.

Gifts, Bribery and Corruption

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

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect. Any member of staff, including those who are responsible for expenditure with outside suppliers should not accept gifts or other rewards from them. Any such offer should be politely declined, and anything received should be politely returned. The acceptance of low value items such as diaries and calendars are however permitted from existing customers, suppliers and business partners.

No Smoking Policy

We value the health, safety, and welfare of our employees. We recognise that smoking is damaging to health and harmful to the environment. This policy aims to protect all employees, customers, and any visitors from exposure to second hand smoke and to comply with the Health Act 2006. Under the Health Act 2006 smoking in all enclosed premises and substantially enclosed premises is outlawed, this includes company vehicles. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes 17 (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes. This policy applies to all employees, customers, and any visitors.

IT Policy

General Guidelines Because of licensing regulations you should not install software on client machines, unless permitted to do so. In most cases licensing agreements will not allow for any software to be copied by you or taken home. Records and/or software instructions must not be altered unless you are authorised to do so. You must ensure good practice to prevent the introduction of a virus to any of the systems you are authorised to use. You should protect your personal password if you have one, and you must not use anyone else's ID to access systems that are not normally available to you.

Employees who are issued with items of I.T. equipment are required to return them in good condition and in good working order at the end of the project for which they were issued or upon leaving our employment.

Email

From time to time, you may be required to use a client's email system. As an important business tool use of email for non-business purposes should be kept to a minimum. You must not send emails containing material which is: pornographic or sexual; defamatory or offensive; in any way illegal; or which may in any way bring New Brolly on the Block Ltd into disrepute. Sending material of this kind is likely to be treated as Gross Misconduct.

Internet

You must not use the Internet to access content of a pornographic or sexual or inappropriate nature. You must not access social networking sites during work hours. Doing so will be regarded as Gross Misconduct. You must not download unauthorised software from the internet whilst on a client site.

IT Security

To protect client's IT Systems from the threat of computer viruses, we ask that you do not use instant messaging and peer to peer file sharing programs.

Training and Development

We are committed to providing the training and coaching that will enable employees to carry out their jobs to the highest standard and that will encourage them to develop their potential.