Disciplinary Procedure

Introduction

RACS Collective has a disciplinary procedure which is designed to ensure that permanent and temporary employees who fail to meet our standards relating to conduct, attendance or job performance are treated fairly and consistently. The primary aim is to encourage the attainment of better standards in the future.

The following statutory minimum procedure will be followed in situations calling for disciplinary investigation.

Initial Letter

The employee will be informed of the complaint(s) against them in writing by the company, agency/end user and will detail what has led them to consider disciplinary action. Typically the employee will be invited to a meeting to discuss the matter.

Suspension

A meeting will be held to discuss the allegations – at which the employee has a right to be accompanied. The employee will be notified of the decision.

An employee may be suspended on basic pay whilst their conduct or performance, as appropriate, is investigated. The reason for the suspension will be explained to the employee.

You will not be allowed to talk to other employees, customers and/or suppliers. If this stops the employee from defending themselves, it may be grounds for appeal. A meeting will be held to discuss the allegations – at which the employee has a right to be accompanied. The employee will be notified of the decision.

Investigation

The company will need to investigate if a complaint has been made about an employee. The company will ask you to write a statement detailing the facts. The investigation will be unbiased, fair and reasonable. Copies of any information from the investigation will be given to the employee.

- If the employee wishes to appeal, an appeal meeting will be held at which the employee has a right to be accompanied. The employee will be notified of the decision.

- If the employee decides to resign from their position, the Company may still choose to carry on with the disciplinary investigation.
Grievance Procedure

The following guidelines explain how you may exercise your right to raise a grievance complaint if you feel that you have been unjustly or unfairly treated at work or within the course of your employment. The purpose of the procedure is to resolve any problem at the earliest possible stage by discussion and without disruption to normal work.

You may be represented by another employee or by a representative of an independent trades union at any stage of the procedure.

- Where possible, you should raise any matter of concern with your agency/end user or client/site owner. It is possible that an informal conversation will resolve the problem. If it does not or if you feel unable to raise the matter in this way you should move to the next stage.

- In the event that the matter remains unresolved or if the informal approach is not appropriate the matter should be referred to the next level of management and to the appropriate Director on site who will coordinate meetings with those involved and any investigation that might be necessary. Where possible the manager hearing the complaint will make a decision within 5 days or otherwise advise you as to how long the process will take.

- If you remain dissatisfied you may refer the matter in writing to RACS Collective HR Function who will convene further meetings as appropriate to investigate the matter and reach a decision which shall be confirmed in writing.

- In the event that you disagree with the decision of RACS Collective HR function, you may within 5 working days of the decision appeal to a director of RACS Collective. Any such appeal should be in writing and specify the grounds of appeal. The decision of the RACS Collective in such matters shall be final.
Health & Safety Policy

Purpose
It is RACS Collective’s intention to provide, so far as is reasonably practical, a safe and healthy working environment in accordance with the Health & Safety at Work Act 1974, the Management of Health & Safety at Work Regulations 1999, and all other associated legislation which remains effective and relevant.

Scope
All permanent and temporary employees and other directly contracted persons during the application of that contract and visitors whilst attending the organisation.

Policy Statement
The responsibility for health, safety, welfare and security within the organisation is placed upon me and upon personnel working within the company.

This statement, therefore, makes specific commitments regarding how we operate, personal safety, welfare, damage to the property, security (both individual and property), protecting the environment, reducing losses and liabilities and fully meeting any statutory requirement.

This statement will govern each of us in our work for RACS Collective Limited. I undertake to implement these commitments by:-

- Personal involvement.
- Ensuring that effective arrangements exist for communication, discussion and consultation on Health & Safety matters at all levels.
- Instituting and maintaining safety assessments (as indicated in point 4).
- Implementing a programme working towards the elimination of unsafe acts or omissions, foreseeable hazards which may result in fires, security losses, and damage to property, personal injuries/illnesses and occupational ill health.
- Setting and monitoring personal safety objectives throughout RACS Collective Limited and liaising with agents and end clients to do so.
- Fulfilling the duty of care for contractor and visitors.
- The provision of adequate instruction, training and supervision to enable work to be carried out safely.
- The provision of safe premises and work places including access to and exit from them.
- The provision of suitable arrangements for the safe use, handling, storage and transport of articles and substances.
- The appointment of competent people to assist us in meeting our statutory duties including, where appropriate, specialists outside the organisation.
Policy Statement (Continued)
Due to the wide and varied nature of work undertaken by the employee, it is the responsibility of the Agency/End User Client/Site Owner engaged in a contract for services with the employee, to ensure and regularly review safety assessments and the working environment of the site.

I will ensure that priority is given to matters of safety and adequate resources and funds are available to support actions and initiatives that have been developed.

Targets for improving safety standards will be set, with our legal requirements defined as the minimum level of achievement when performance is monitored against them.

This statement, the Health & Safety Policy and all other appropriate detailed arrangements for Health & Safety will be provided for the information and guidance of all who work within the organisation. I will ensure that all employees make themselves familiar with the document and consider its relevance to all tasks they undertake.

This document will be regularly reviewed and updated as necessary. Its content must be owned by all our staff, and every employee has a duty to suggest revisions to it, through their manager, to ensure continuous improvements in health, safety and welfare standards.

Finally, I require that all employees take responsibility for their own safety and of others who could be affected by their acts or omissions. Please read in conjunction with our Risk Assessment Policy.
COMPUTER SOFTWARE POLICY

This policy applies to all RACS Collective employees and others, whether employed by RACS Collective Limited or a third party agency or contractor who has access to a Company computer (together ‘Staff’). It applies to all Company data processing systems, computer and communications facilities.

Any Staff who breaches this policy will be subject to disciplinary procedure which may lead to dismissal.

1.1 Policy Statement

RACS Collective is licensed to use computer software by a variety of outside companies. RACS Collective does not own this software or its related documentation and, unless authorised by the software licensor, does not have the right to copy it except for backup purposes.

1.1 RACS Collective does not permit or condone the illegal copying of software or the dissemination of viruses. Those involved in the illegal copying of software may be subject to damages and criminal penalties including fines and imprisonment.

2.0 Software Compliance

2.1 Software Licences
A software licence contains the terms and conditions of use of a software program. The licence will be issued with the software on paper or in electronic form. It is vital that the licence is read and understood, before the software is installed and used, and that you do nothing which may be in breach of the licence.

2.2 Infringement of Copyright/Trademark

Copyright

Copying, changing or installing, without the permission of the licensor of the software, may amount to an infringement of copyright.

Note: References in this policy to RACS Collective include reference to all group companies/businesses. Copyright is an automatic legal right that exists in software or any other work from the moment of its creation. Remedies for copyright infringement include damages to compensate the copyright owner for damage caused to his business, including reputation, and for loss of sales.

Criminal penalties can include unlimited fines and 2 years imprisonment or both. The rental of software is illegal without the express permission of the copyright owner. If an organisation is using illegal copies of software the organisation may face a civil suit and the corporate officers and individual employees may be charged with criminal offences.

A software licensee never takes ownership of the copyright in the software, he merely purchases a licence to use the software under the terms and conditions set by the copyright owner.

Ignorance of the law does not excuse infringement.
Trademarks

Trademarks protect most software products sold in this country. A trademark is a sign, which normally consists of words or a logo and is used to distinguish the goods or services of one trader from those of another. A trademark is infringed if it is used without the trademark owner's consent or if it is changed or adapted, or copied.

Ignorance of the law does not excuse infringement.

2.3 Back-ups of Computer Software

The law permits the making of backup copies of software, but only if it is for lawful use. If there is any doubt about whether you can make a back-up copy or if you need help in making a back-up, check with the IT Department.

3. Buying Procedures

3.1 Procurement

The IT Department will purchase all computer hardware and software for the business and will allocate appropriate equipment so that Staff may satisfactorily undertake their duties. This ensures that purchases are cost effective, standardised across the Company and that volume discounted prices are obtained.

3.2 Installation

The IT Department is responsible for installing all computer hardware and software. Staff from other departments must not install, remove or swap software or items of hardware. Any requests for hardware or software installs or changes should be made to the IT Department.

4. Audit

The IT Department will carry out a full hardware and software audit at least once a year to ensure that RACS Collective is compliant with its software licences, and all members of Staff are obliged to co-operate in such an audit.

5. Screensavers, games and other non-business software

Personal screen savers, games and other non-business software must not be installed, copied or used on company PCs. (see also IT Security Policy)

6. Review of policy

The policy will be subject to regular review. Any material changes will be agreed with all Company Directors.