Standard Operating Procedure For All Drivers

It is **your** responsibility to:-

1. Carry out all pre and post driving checks: oil, water, lights, tyres, brakes, and vehicle overall height and weight.
2. Report any accident or incident immediately, no matter how minor it may appear to be **(no exceptions!)**. Some customers have a 1 hour time window for reporting accidents.
3. Report any defect or damage to vehicle no matter how small, especially if it exists when you take over the vehicle.
4. Check the safety of your load.
5. Before departure, check with the client what refuelling facilities, if any, are available. Regularly check the fuel level visually – Do not rely on the gauge! **In addition, make sure that you know where you are going and have any maps or navigation aids you may need.**
6. When carrying hazardous goods ensure you are displaying the correct plate.
7. In instances of delay for any reason, ring NAS or the client immediately. Ensure you get relevant contact numbers before departure.
8. If you need support from us for any reason, our emergency number is 07793 124852.
9. Ensure you complete any client paperwork for recording your start and finish times **and any signatures required for your deliveries.** If your job has been cancelled on arrival, record your attendance on a time sheet and get a signature.
10. If you do have a disagreement – **never leave the site without first contacting NAS.**
11. Ensure your digicard is downloaded at the start and end of your shift. **Some customers will refuse to input hours if you don't download your digicard at the end of your shift.**
12. Lastly, always remember to be polite and courteous with customers: Remember, they pay your wages, and a courteous driver is never out of work.



Dear Worker,

We hope that you will enjoy working for us, that you will stay with us for as long as we have work available, and that your time with us will be free of problems or difficulties.

If you have any problems with regard to your work, however, you should speak in the first instance to the Consultant who placed you in that job. If the Consultant is unable to help you, or if you feel that your problem is not being dealt with satisfactorily, you may ask to speak to the Managing Director, whose name is Gerry McIlduff. He can be contacted at the Livingston office, either by telephone on 01506 460334, or by e-mail at gerry.mcilduff@nasscotland.com.

If you have any grievances about the way you have been treated by NAS, you should raise the issue with the Managing Director. Further advice about your rights is available from the Citizens Advice Bureau, whose address is Suite 7, Shiel House, Shiel Walk, Craigshill, Livingston, telephone 01506 432977, from your trade union representative if you have one, or from the Fair Work Agency, part of the Department for Business and Trade. The Fair Work Agency took over the work of the Employment Agency Standards Inspectorate in April 2026. It can be contacted on 0345 161 6000 (Monday to Friday, 9am to 5pm), or online at www.gov.uk/guidance/contact-the-fair-work-agency.

NAS Recruitment are members of the Recruitment and Employment Confederation (REC), and have agreed to follow a Code of Professional Practice. If you wish to complain about the way that any problems have been dealt with by NAS, you can contact the REC at 15 Welbeck Street, London W1G 9XT, telephone number 020 7935 4112, or at www.rec.uk.com.

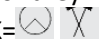
Yours faithfully

Gerry McIlduff
Managing Director

ROAD TRANSPORT WORKING TIME REGULATIONS 2005

Regulation 561/2006 (EU Drivers Hours Rules) and the Road Transport Directive 2005 (Working Time Directive) are two separate pieces of legislation which are occasionally confused. The digital tachograph further confuses the situation, as the warnings that are displayed for the driver only relate to drivers' hours limits and not working time limits.

Here are the top 10 things you should be aware of regarding the working time rules.

1. **Who do these rules apply to:** This directive applies to all mobile workers including those in scope of EC regulation 561/2006 the EU Drivers Hours Rules. Any work carried out for any other employer also counts towards working time.
2. **48-Hour opt-out:** The number of hours available to WORK= must never exceed an average of 48-hours per week which is calculated over a reference period. There is no opt-out available for individuals wishing to work longer than the average 48-hour week.
3. **Maximum weekly working:** The maximum number of hours that you can WORK= in any week is 60-hours, provided that the average 48-hour limit is never exceeded. A week is regarded as the period starting 00:00-hrs Monday morning ending 24:00-hrs the following Sunday night.
4. **What counts as work:** The activities that are included in working time calculations are DRIVING= and ANY OTHER WORK=. PERIODS OF AVAILABILITY= and BREAKS/REST= are not included and are excluded from the working time totals.
5. **What counts as POA:** A POA= (period of availability) is waiting or delay time, and the likely duration is known about and no work is being undertaken during this period. Examples of what might count as a POA are; a regular delivery delay at a distribution centre, accompanying a vehicle on a ferry, waiting while other workers load or unload your vehicle, mechanical breakdowns and waiting for recovery or driving as part of a crew and sitting next to the driver whilst the vehicle is in motion (unless you are taking a break or performing other work i.e. talking to the office or customer on the phone or map-reading etc).
6. **Maximum working period:** You cannot WORK= for longer than 6-hours in any period without taking a BREAK=. If your working hours for your shift total between 6-hours and 9-hours, then your working time should be interrupted by either one break of at least 30 minutes, or two breaks of at least 15 minutes. If your working hours for your shift total more than 9 hours, then your working time should be interrupted by either one break of at least 45 minutes or a split break of at least 15 minutes followed later in the working period of another break of at least 30 minutes, totalling at least 45 minutes for the shift. Breaks can be split into three breaks of at least 15 minutes each, if no break from driving is required in the shift. Breaks must be at least 15 minutes in length or they will not count.
7. **Night-time working:** Any WORK= carried out during the hours of mid-night (00:00) and 4am (04:00) for Large Goods Vehicles, or 1am (01:00) and 5am (05:00) for Passenger Carrying Vehicles, is regarded as night-time working. Night-time working is limited to a maximum of 10 hours in any 24-hour period, unless a collective workforce agreement is in place which allows the option of normal working limits to apply.
8. **Average hours calculation periods:** A fixed reference period starts the first Monday after 1st April, 1st August and the 1st December each year. This will be 17 or 18 weeks depending on the calendar; however, the reference period can be extended up to 26 weeks with a collective agreement in place. A rolling reference period can also be implemented without an agreement.
9. **Paid holidays:** Statuary leave must be included in the working time calculations: 8-hours per day or 48-hours for any full week. Non-statutory absence should be entered as zero, and can be used to reduce the weekly average.
10. **Record keeping:** Employers must keep records for at least two years after the current reference period.

SUMMARY OF EU DRIVERS HOURS RULES

DAILY DRIVING LIMITS:	Maximum of 9-hours driving in a day, although this can be extended to 10-hours driving two days in a week.
DEFINITION OF A DAY:	The 24-hour period which starts when you start work.
WEEKLY DRIVING LIMITS:	Maximum of 56-hours driving in any single week.
FORTNIGHTLY DRIVING LIMITS:	Maximum of combined 90-hours driving in any two rolling weeks.
DEFINITION OF A WEEK:	The 7-day period which starts at 00:00-hrs. Monday morning and ends 24:00-hrs. the following Sunday night.

BREAKS FROM DRIVING:	45-minute break after 4½-hours of driving. This could be either a single period of driving or several shorter periods of driving with work in between. This break can also be split into two periods; the first break must be at least 15-minutes and the second break must be at least 30-minutes, totaling at least 45-minutes overall.

SINGLE-DRIVER DAILY REST:	Within each 24-hour period, which starts when you start work, a daily rest must be taken at the end of your working day.
REGULAR REST:	At least 11-hours rest, within the 24-hour period which started when you started work.
REDUCED REST:	Less than 11-hours but at least 9-hours, within the 24-hour period which started when you started work, and no more than three reduced daily rests between two weekly rest periods.

SPLIT DAILY REST:	A split rest period can be taken in two separate periods: The first period must be at least 3-hours rest and the second period at least 9-hours rest, totaling at least-12 hours, and taken within the 24-hour period which started when you started work. *(Breaks can be taken in a moving vehicle, but rest periods cannot)*

MULTI-DRIVER DAILY REST:	Within each 30-hour period, which starts when you start work, a regular daily rest period, or if entitled to, a reduced daily rest period must be taken at the end of your working day.

FERRY / TRAIN CROSSINGS:	At least 11-hours of daily rest if rest is interrupted, and cannot be interrupted more than twice and not more than a combined 1-hour of interruptions in total to embark & disembark.

WEEKLY REST:	After a maximum of 6 x 24-hour periods (144-hours), which started when you ended your last weekly rest on your first day back to work, a weekly rest must then be taken.
REGULAR REST:	At least 45-hours of uninterrupted rest.
REDUCED:	Less than 45-hours but at least 24-hours of uninterrupted rest. *In any two consecutive weeks either: A regular rest period in each week or one week with a regular rest period and the other week with a reduced rest period.* *A weekly rest period that starts in one week and finishes in the following week can only qualify as one of the week's rest but not both weeks.*
WEEKLY REST COMPENSATION:	A reduced weekly rest must be compensated by paying back the period of rest under 45-hours, by adding this to another rest period of at least 9-hours rest and paid back in one go, at the latest by the end of the third week following the week the reduced rest took place.

Important payroll information – please keep a copy of this to refer to

Payslips

We use an online portal system called InPay, payslips are loaded onto this site each week. This system is administered by our payroll providers RSM. The first week you are due a payslip, you will receive an email from RSM/InPay with instructions on how to view your payslips. You will then receive a notification each week telling you that a new payslip is ready to view. Payslips can be viewed on the portal, and also downloaded and printed should you need a paper copy.

Once the payroll is confirmed for the week, the payslips are then processed and are normally loaded onto the portal on a Thursday by 3pm. They may be loaded onto the system earlier than that, but please do not contact us to query your payslip until a Thursday afternoon.

Your payslip will detail the hours worked, the pay rate for each hour/shift and also all tax and National Insurance contributions you have made. Your payslip will also include details of any expenses or agreed deductions. We are legally required to process any wages deductions sent to us by a Government body or a court ruling – this would show on your payslip.

If you have a query with anything on your payslip, or require any assistance with regards to the payroll, please contact the payroll department on 01506 460334 or email payroll@nasscotland.com. Please **do not** contact RSM with any queries, they will be unable to assist. Please also **do not** contact the NAS 24-hour emergency number to query your payslip.

Pay date

Your pay date with NAS Recruitment is Friday of each week (for work completed the previous week). The funds should be in your account by Friday morning, however payments are often sent on a Thursday afternoon – when you actually receive the funds will depend on your bank. Please do not query non-payment of wages until Friday morning.

Tax code

Your tax code with NAS is determined by the starter checklist that you complete at registration, or a P45 that you may provide us. This form is used to generate a tax code in your first week with NAS, HMRC then may alter this depending on your tax status. Tax code changes are notified to our payroll administrators and are applied automatically. If you believe your tax code is incorrect, you will need to contact HMRC to query this as we are unable to change these.

Pensions

You will be auto enrolled into our workplace pension scheme 3 months after your start date with NAS Recruitment – this is required by UK law. Our pension scheme is with The People's Pension. Once enrolled, payments will be deducted from your pay each week and sent to The People's Pension – any payments made will be documented on your payslip. We do not have any control over this and cannot advise on any aspect of your pension. If you have any queries, these should be directed to The People's Pension or an independent financial advisor.

Holidays

As a temporary worker, you will accrue holidays as you work for us. A holiday is paid for a pre-arranged day that you are not available for work. Your holiday year runs for 12 months from the date you first start with us – you risk losing part or all of your holiday entitlement if you do not use all of your holidays within the 12 month period.

You must request any holidays in writing with us, giving at least 2 weeks' notice. You can request a holiday by emailing payroll@nasscotland.com or phoning the office and requesting a text message.

Sending hours

It is good practice to keep a record of all the hours you work, this ensures you are paid correctly and can query any underpayment. We need hours sent to us by Monday at 10am in order to process these or check them with the customer. You can send us your hours in a number of ways:

- We may need your hours in order to prepare costings for a customer – if we do, then we will text you over the weekend asking for all of the hours you have worked that week, please reply with start and finish times for all days worked at each customer
- You can email any hours worked to payroll@nasscotland.com – please include the days worked and also the customer
- You can phone the Livingston office (01506 460334) after 5pm on Friday and leave a voicemail message with your hours
- You can also submit an online timesheet through our website (www.nasscotland.com). Click on the 'existing workers' tab at the top, then click on 'timesheet confirmation' and follow the instructions onscreen
- Please **do not** contact the NAS 24-hour emergency number to provide hours worked

Data Protection

The General Data Protection Regulation (GDPR) requires organisations to be more transparent with individuals about the personal data they hold, why they hold it and what they plan to do with it. NAS Recruitment Services (Scotland) Ltd ('The Company') is a recruitment business which provides work-finding services to its clients and work-seekers. The Company must process personal data (including sensitive personal data) so that it can provide these services – in doing so, the Company acts as a data controller.

You may give your personal data to the Company directly, such as on an application form or via our website, or we may collect them from another source such as a jobs board or a third party. This personal information, which may include sensitive personal data, is for the purpose of carrying out our business of supplying temporary workers to clients and in order to find you suitable assignments. The sort of information we will hold includes information for payroll purposes (including pension enrolment and any statutory payments), references, contact names and addresses and personnel records relating to your assignments with the company. We also need to abide by all UK employment laws that require data (for example, proof of your right to work in the UK). We also collect information about you during your engagement with us. This may include information relating to disciplinary and sickness records or information relating to our obligations as an employer (e.g. for the Agency Workers Regulations or the Working Time Regulations)

We believe these uses are consistent with our working relationship and with the principles of the GDPR. The information we hold will be for our management and administrative use only but we may, from time to time, need to disclose some information we hold about you to relevant third parties (e.g. where legally obliged to do so, or where requested to do so by you for the purposes of giving a reference).

The Company must have a legal basis for processing your personal data. For the purposes of providing you with work-finding services and/or information relating to roles relevant to you we will only use your personal data in accordance with the terms of the following statement:

1. Collection and use of personal data

a. Purpose of processing and legal basis

The Company will collect your personal data (which may include sensitive personal data) and will process your personal data for the purposes of providing you with work-finding services. The legal bases we rely upon to offer these services to you are:

- Contractual obligation – we must be able to process your personal data to meet the obligations arising under the contract for services (i.e. work-finding services)
- Legal obligation – to ensure we remain compliant with all UK legislation. This may include any obligations to HMRC or to comply with Working Time Regulations.

b. Recipient/s of data

The Company may process your personal data and/or sensitive personal data with the following recipients:

- Our payroll company (Mazars LLP) for the purposes of ensuring you are paid correctly and on time
- Government bodies such as HM Revenue and Customs or the Department for Work and Pensions to comply with our obligations as an employer
- Any umbrella company that you may agree to use

2. Data retention

The Company will retain your personal data only for as long as is necessary. Different laws require us to keep different data for different periods of time.

The Conduct of Employment Agencies and Employment Businesses Regulations 2003, require us to keep work-seeker records for at least one year from (a) the date of their creation or (b) after the date on which we last provide you with work-finding services.

We must also keep your payroll records, holiday pay, sick pay and pensions auto-enrolment records for as long as is legally required by HMRC and associated national minimum wage, social security and tax legislation.

3. Your rights

Please be aware that you have the following data protection rights:

- The right to be informed about the personal data the Company processes on you;
- The right of access to the personal data the Company processes on you;
- The right to rectification of your personal data;
- The right to erasure of your personal data in certain circumstances;
- The right to restrict processing of your personal data;
- The right to data portability in certain circumstances;
- The right to object to the processing of your personal data that was based on a public or legitimate interest;
- The right not to be subjected to automated decision making and profiling; and
- The right to withdraw consent at any time.

Where you have consented to the Company processing your personal and/or sensitive personal data, or you no longer wish to have your data stored by the Company, you have the right to withdraw that consent or to have your information erased at any time by contacting the Company in writing at the following address:

NAS Recruitment Services (Scotland) Ltd
NAS House
2 Fairbairn Place
Livingston
West Lothian
EH54 6TN

4. Complaints or queries

If you wish to query this privacy notice or any of the procedures set out in it, please contact the Company's Data Protection Office at the above address: Matthew Colwell (email: matthew.colwell@nasscotland.com)

You also have the right to raise concerns with the Information Commissioner's Office on 0303 123 1113 or at https://ico.org.uk/concerns/, or any other relevant supervisory authority should your personal data be processed outside of the UK, if you believe that your data protection rights have not been adhered to.

If you would like a copy of our data protection policy, please let us know and we can provide a copy of this. Alternatively, we can also provide a copy of this via email.

Written statement of particulars for workers

1. THE PARTIES

1.1. _____ (please print name) ("**You**")

And

1.2. NAS Recruitment Services (Scotland) Ltd (company registration SC285783, registered at: NAS House, 2 Fairbairn Place, Livingston, West Lothian, EH54 6TN) ("**the Company**" and "**We**"

2. INTRODUCTION

2.1. This statement sets out the details of Your engagement with the Company as at _____(insert date) which We must give You under Section 1 of the Employment Rights Act 1996. *You should read this statement together with Your terms of engagement provided to you.*

3. COMMENCEMENT

3.1. Your engagement starts on the date signed at the end of this document.

4. JOB TITLE AND DUTIES

4.1. You are engaged as a temporary worker and we will supply your services as a _____(insert job title) to our clients.

5. LOCATION

5.1. You will not have a fixed location for work and the location may vary from assignment to assignment. We will confirm your place of work for each assignment.

5.2. *You may be required to travel on the business of the Company outside of the United Kingdom for a total of up to [two months] in any 12-month period.*

6. HOURS OF WORK AND TRAINING

6.1. You will not have normal hours of work as a temporary worker. Given the nature of your work, your hours will vary. We will inform You of your hours before each assignment.

6.2. Where necessary we will provide appropriate training which may be compulsory for the role. Depending on the nature of the training required, We may pay for this.

7. REMUNERATION

7.1. We will pay You any monies due (minus any statutory or authorised deductions) into your designated bank account on Friday of each week following the week of the assignment. We will not pay into a third-party account unless confirmed in writing by You.

8. HOLIDAYS & OTHER LEAVE

8.1. As a temporary worker You will be entitled to holiday leave according to the statutory minimum which is set out in the Working Time Regulations 1998. The current annual statutory entitlement is 5.6 weeks per year for full time workers. Your entitlement to annual leave will accrue in proportion to the amount of time that You work during the year.

8.2. You must give the Company not less than 2 weeks written notice of your proposed holiday dates. You must take your holidays at such time or times as We agree and We may refuse a request having regard to the reasonable requirements of the business and our clients.

8.3. You must take your annual leave in the leave year in which it accrues. You may carry forward a maximum of 5 days of additional contractual leave in any leave year. We will not pay You in lieu of unused holiday allowance except on termination.

8.4. When your engagement terminates You will be entitled to a pro-rata payment in lieu of any unused holiday entitlement up to the statutory limit of paid annual leave. We reserve the right to deduct payment for holidays taken in excess of holiday entitlement under this clause from your final salary payment.
8.5. You are not entitled to any paid leave other than that set out in this statement.

9. SICKNESS AND SICK PAY

9.1. If You cannot attend work for any reason and We have not authorised Your absence, You must telephone as soon as possible to inform us that You will be absent and the full reasons for it by no later than 1 hour before the time you were due to start that assignment on each working day of absence until You have provided us with a medical certificate.
9.2. If You are absent from work due to sickness or injury which continues for more than seven days (including weekends) You must provide the Company with a medical certificate or a statement of fitness for work by the eighth day of sickness or injury if your absence is medically related. Thereafter You must provide a medical certificate or a statement of fitness for work to us on a weekly basis to cover any continued absence.
9.3. Immediately following your return to work after a period of absence You may be required to complete a Self-Certification form stating the dates of and the reason of your absence, including details of sickness on non-working days. This information is required by us for calculating Statutory Sick Pay (SSP) entitlement. We will retain Self-Certification forms in our records.
9.4. You are entitled to SSP provided You meet the statutory criteria. For the purposes of the SSP scheme the agreed "qualifying days" are your normal contracted working days. We may at our sole discretion make payment in addition to SSP.

10. PENSION AND OTHER BENEFITS

10.1. We operate a pension scheme that meets the requirements of the Pensions Act 2008. If You are eligible we will enrol You in this scheme. Further details are available on request.
10.2. We may vary this clause 9 in order to comply with any obligations it may have in the future under the Pensions Act 2008 or any subsequent or equivalent legislation.
10.3. You are not entitled to any benefits other than those set out in this statement.

11. TERMINATION OF ENGAGEMENT & DISCIPLINARY AND GRIEVANCE PROCEDURES

11.1. As a temporary worker You will not have a probation period. You or the Company may end your engagement at any time without prior notice or liability.
11.2. You are expected to comply with our workplace rules and policies, and those of our clients, while You are working for the Company. These are to be found in the booklet handed to you at your registration. If You do not comply with them, your engagement may be terminated with immediate effect. If You are dissatisfied with any decision taken in relation to You and your work for us, You should speak to the senior management team.
11.3. Details of our disciplinary and grievance procedures are available, please contact us for further details.

12. COLLECTIVE AGREEMENTS

12.1. No collective agreement directly affects the terms and conditions of your engagement.

13. DATA PROTECTION

13.1. You accept that we must process your personal data (which may include sensitive personal data) in order to properly fulfil our obligations as required by law in relation to Your engagement in accordance with data protection laws. The processing will mainly be for personnel, administrative and payroll purposes.

Policy Regarding Alcohol and Drugs In The Workplace:

1. NAS Recruitment believes that it is essential that all employees, workers and those who render services to the Company or at the Company's premises are in full command of themselves and of all of their faculties throughout the working day.

2. NAS Recruitment requires you to present yourself for work on each occasion required under your contract in complete command of all your faculties i.e. without any dependence on alcohol or any other drugs of a non-medicinal nature and to maintain that state until the completion of your working hours under your contract. If during the course of your working day you have to take medicinal drugs on a regular basis, this fact should be made known to the Managing Director or the Operations Manager of NAS Recruitment in confidence.

3. In the event that you present yourself at work or during working hours you are in a condition where a supervisory or managerial representative of the client company, or of NAS, believes you to be under the influence of alcohol or drugs and you are not able to carry out your duties in a proper, fit and safe way you will not be allowed to commence work or continue work. Instead you will be suspended without pay and not allowed to return until such a time as you are in full control of your faculties.

4. In addition such behaviour will be subject to the disciplinary procedure of NAS Recruitment and after due investigation may result in dismissal as a result of gross misconduct.

5. NAS Recruitment is obliged to investigate all the circumstances surrounding such behaviour prior to commencing the disciplinary procedure and this may, where necessary, include seeking medical advice as to your condition including requiring you to submit to a medical examination. NAS Recruitment is obliged to investigate such matters in as much detail as possible and therefore expects you to comply with any requests that you submit to such examinations. You may appeal in accordance with the Company's disciplinary procedure.

6. If the disciplinary procedure is evoked and you receive a disciplinary sanction short of dismissal or if you have a successful appeal NAS Recruitment will recommend that you take advantage of counselling services to help control your problem and you will be required to act on any such recommendation. In the event that you need to be absent from work for a period of treatment for either alcohol or drug dependency a reasonable leave of absence will normally be granted to cover this on an unpaid basis.

7. If NAS Recruitment suspects that you are in the possession of alcohol or drugs you will be required to consent to a search of your belongings. If you are found to be in possession of any alcohol or illegal substances you will be suspended from your duties pending further investigation. This matter will be dealt with under the Company's disciplinary procedure and after due investigation it may result in dismissal for gross misconduct.

8. If NAS Recruitment believes you are dealing, buying, selling or receiving drugs or alcohol whilst on assignment, you will be suspended from your duties while an investigation is carried out. Where a criminal offence is suspected the NAS Recruitment shall inform the police.

9. All employees and workers are required to inform NAS Recruitment or any appropriate person if they suspect any fellow worker may be acting in breach of this policy.

HEALTH AND SAFETY GUIDANCE FOR TEMPORARY WORKERS

During your time working for NAS Recruitment Services (Scotland) Ltd, you will be undertaking assignments for a variety of different clients in a variety of different locations. Each client may well have health and safety procedures specific to their operation: whilst NAS Recruitment will take all reasonable steps to provide you with full information regarding all such procedures, it is <u>your responsibility</u> to ensure that you are aware of any additional requirements relating to health and safety. There are some general guidelines, however, that will apply to <u>every</u> assignment that you undertake and these are outlined below.

<u>Working Practices</u>

- You must not operate any item of equipment unless trained, and authorised to do so. If you are a driver, you must never drive a vehicle for which you do not have the appropriate and valid licence.
- You must not remove any guarding from equipment used or deviate from your authorised usage of the equipment
- You must report immediately any equipment defect, and never attempt repair by yourself.
- You must undertake all duties as instructed and do not deviate. If you are not sure of the correct procedure for any particular duty, ask your supervisor <u>before</u> you begin.
- You must take all reasonable steps to safeguard your own safety and the safety of any others who may be affected by your actions.

<u>Hazard/Warning Signs & Notices</u>

- You must comply with all hazard/warning signs and notices displayed on the premises or on any premises you may be visiting during the course of your duties.

<u>Working Conditions and Environment</u>

- You must make proper use of all equipment and facilities provided to control working conditions and the environment.
- You must ensure you keep your work areas clear and tidy.
- You must dispose of waste or scrap in the appropriate receptacles.

<u>Protective Clothing & Equipment</u>

- You must wear the appropriate protective equipment where required.
- You must never obstruct any fire escape route, fire equipment or doors.

<u>Accidents</u>

- You must see the first-aider for any injury you may receive, irrespective of how minor, and ensure details are entered into the accident book.
- You must report any incident in which damage is caused to property.

<u>Health</u>

- You must report any medical condition that could affect the safety of yourself or others.
- You must not become involved with horseplay, or practical jokes.
- You must follow all rules pertaining to no smoking areas. In particular, if you are a driver, it is illegal to smoke in the cab of your vehicle.

***Good health and safety practice is in everyone's best interests: responsibility for this lies with every single one of us and we must all do our utmost at all times to ensu*re that health and safety is as good as it can be.**

MANUAL HANDLING – Don't be sorry, be safe!!

- Health and safety in the workplace is always the combined responsibility of the employer and you. The best person to ensure that you are working safely is **you.**

- The following information is provided to help you understand your responsibilities, and to help you to understand what makes for safe practice in manual handling.

- Over 25% of all accidents are caused at work by incorrect manual handling, mostly resulting in sprains and strains but sometimes resulting in more serious injuries such as fractures

- **Such injuries cost the country around £100 million per year**, and **over 2 million working days are lost each year** because of incorrect handling of loads. If this were reduced, everyone would benefit, especially those people who might be injured.

- Manual handling is defined as the moving of loads by human effort, directly or indirectly, by way of lifting, lowering, pushing, pulling, carrying or moving.

- A load is defined as any moveable object, which includes animals and people but does not include tools or machines whilst in use.
  Before moving a load you must assess the task, and ask yourself these questions:

- Is it a safe weight to lift?

- Do you know where the load's centre of gravity is?

- Are you close enough to the load?

- Do you need any protective clothing, e.g. gloves, boots?
- Is the load too bulky for one person to lift? Do you need help?
- Is the walkway clear? Are there any obstacles in the way?
- Will you be able to see ahead of you whilst holding the load?
- Is a mechanical aid, such as a pulley or a lift truck of any kind, needed?

  If a load is too bulky or heavy to move, use a mechanical aid if available, or get another person to help you: NEVER attempt to move something which is beyond your capability. .

- If you think that your physical condition may affect your ability to lift safely, or you think there is a risk of injury to you or anyone else, you must inform your Supervisor, Foreman or Manager immediately. Do not take chances, but seek advice and help **before** you start.

- In the event of an accident, you must inform your Supervisor, Foreman or Manager on site and it must be recorded in their Accident Report Book.

  You must also inform NAS Recruitment as soon as possible, and we will record the accident as well.

Remember: the right way to move a load is not always the easiest or quickest way. The right way is the safest way, always, every time.

MANUAL HANDLING - CHECKLIST

The three main points that you should always remember are:-

1. Feet Apart **2. Knees Bent** **3. Back straight**

Ensure objects are safe to move before **you start:** afterwards may be too late.

- Get help or use a mechanical aid if the load is too large or heavy
- Check your load for stability prior to moving
- The content of your load should be evenly distributed wherever possible
- Establish where the centre of gravity is by rocking the object on edge
- Keep the centre of gravity as close to your body as possible: do not stretch
- If there are sharp edges, cover with appropriate material

Reduce Hazards

- Keep walkways clear of rubbish, unused items and tools
- Avoid lifting heavy loads in restricted spaces that force you to stoop
- Obstacles that prevent lifting close to the body should be removed
- Wear suitable clothing and shoes - always use protective clothing if provided
- Ensure that the floor is free of anything that might cause you to slip or trip
- Make sure that your line of vision is clear in all directions
- Arrange your work areas to reduce the need for you to twist

Always: watch your back, take care not to strain yourself
Always: keep your back straight and your head up
Always: make sure you have your feet apart, your knees bent, and your back straight
Rotate your load to gain a comfortable position
Push and pull the load to get it as close to your body as possible
Avoid lifting from the floor if possible
When lifting loads from floor to height do it **in stages** if possible
Move feet close to load to avoid twisting and over-reaching
Avoid twisting and bending at waist

Good Manual Handling Technique when Lifting from a Lower Level

Think first: -
Do you need help? If so, **co-ordinate** movements
Stand close to the load, feet hip-width apart - do not over-reach
Feet positioned one in front of the other for balance
Relax the knees as you sit to receive a load
Check the weight and centre of gravity, slightly tilt the load
Grasp firmly, lift smoothly, straightening the back
Keep the load close to your body throughout
Maintain balance and avoid twisting
Avoid jerky movements

The Road Transport (Working Time) Regulations:
Briefing for drivers (in conjunction with RHA helpsheet).

As you have all heard, some years ago, the European Union took it upon itself to introduce limits on the amount of work people are allowed to do.

This idea became the Working Time Directive that was introduced in the UK Law in 1998. As certain types of businesses already had regulations concerning working limits, some areas of business were exempt from the Working Time Regulations, with one of these being the Transport Sector.

After several years of extensive negotiation (and occasionally intense argument), the transport sector now has its own Working Time law, called the Road Transport Directive. **This is the law that will apply to you from 23rd March 2005: it applies not only to drivers, but also to anyone who travels in or works in a vehicle governed by tachograph, such as drivers mates, porters, draymen, and second men.**

We know you may have seen a lot of other information about these new laws, but this is how it has eventually turned out and this is the law we must apply. Hopefully this helpsheet will clarify what you are expected to do and will help us all achieve a clearer understanding of the new rules.

The thing you will all probably know about the Working Time Directive is that it limits workers to an average of 48 hours work per week. The Road Transport Directive also limits drivers to an average of 48 hours per week - **but it is a very particular 48 hours.**

As the RTD is designed to apply to drivers of tachograph vehicles (those over 3.5 tonnes), **the 48 hours that count towards the RTD limit is made up only of DRIVING TIME and OTHER WORK.** The other things that a regular driver does during his day, like his 45 minutes rest breaks from driving, do not count towards your limit. Waiting in a queue at a warehouse, or waiting while other people load the vehicle, constitute **"Periods of Availability"** and **DO NOT COUNT towards the 48 hour limit.**

It is very important to understand **Periods of Availability.** These are those times when you are responsible for the vehicle, but are waiting while other things are happening. You may be being unloaded, or waiting for your slot on the bay, or sitting awaiting instructions from the office, or the non-driver on a 2-man run, etc, etc. **These times are Periods of Availability AND THEY DO NOT COUNT TOWARDS THE 48 HOUR AVERAGE, <u>provided that</u> you know about them in advance.** They should be recorded against the sandwich box symbol on your tachographs. Any length of time counts, there is no minimum. **The one thing you must remember is that to make that waiting time a period of availability, you have to have been told beforehand how long you will be kept waiting.** It doesn't matter how long before it starts that you are told: it could be an hour before you arrive or as you have driven into the yard, but you must know beforehand. **If you are told it will be an hour, and they come for you in 30 minutes, that's fine – those 30 minutes count as a period of availability and do not count towards the 48 hour limit, even though we will pay you for it.** If they say it will be an hour and it becomes an hour and a half, you must be told after an hour that they have an additional delay and you will still have to wait another 30 minutes. If they don't come to you – **go and find someone and ask, or else phone the transport office and they will check.**

*Remember, if you know beforehand, it's a period of availability and does not count towards the 48 hour limit, even though we pay you for it. If you don't check or you are not told, it is other work and **does** count towards the 48 hours.*

If we take a typical or average driver as an example, let's say he currently does, and is paid for, 50 hours per week, excluding his breaks. At first sight, he will not be able to do this consistently after March 23rd because it breaches the regulations. Suppose, however, that he has **1.5 hours of period of availability** every day – that's about 15 minutes waiting at each of this imaginary driver's delivery points. That's 7.5 hours we have from this driver's week that do not count towards the 48 hours limit. Our 50 hour per week driver, who is paid for 50 hours and does all his deliveries and duties, **has a RTD average of 42 and a half hours per week, which is perfectly within the regulations.**

As you can see from this briefing sheet, the only activities that count towards the 48 hours are DRIVING and OTHER WORK. You are still paid for your periods of availability, just the same as you get paid for your driving and other work, **it's just that some of what you do counts towards the 48 hour limit, and some does not.**

As most transport companies intend to use the tachograph to record both drivers hours and RTD, the one thing that DRIVERS must ensure they do is to **use the tachograph mode switch correctly.** We want you to record driving, other work and rest as usual, and **also** to record periods of availability. We will still pay you for all these times, but you must use the mode switch to record your actual activity.

If you do not use the mode switch correctly and, say, record other work while you are on a rest break or period of availability, **this will increase your working time average.** If your average exceeds 48 hours per week over a 17 week reference period, the law says that you cannot work and we have to send you home WITHOUT PAY. We cannot pay you for those days at home, as then it will count towards the 48 hour average. If you record your hours correctly, and use the mode switch properly, we will still be able to pay you the same as we do now, as you can do the same work you do now. If you do not use the switch, you will be recording working time that you don't have to, and the European Union says we have to send you home without pay. We have no choice and no-one else could pay you either. **So please, help us to help you and get used to using the switch properly.**

You can see on the help sheet that the tachograph symbols are listed against the different activities. These are the correct symbols to use now and are the ones which will help us, and the client company, to calculate your 48-hour average. Please be careful and ensure you use the switch properly, as we do not want to have to send you home in 4 months time without pay. We know you have bills to pay and families to feed and so we want you to be here, working and being paid. **Please help yourselves by helping us.**

Remember, you will still be paid that day, but not using the mode switch correctly may affect your working in few weeks time. Be careful – use the mode switch to record the correct activity. If in doubt, call the office to check – this is new for everyone and we are all still learning what is best to do.

NIGHTWORK:

The new regulations restrict the amount of nightwork that a driver can do to a maximum of 10 hours in any period of 24 hours. Nightwork is defined as work between 0000 (midnight) and 0400 for goods vehicles, and between 0100 and 0500 for passenger vehicles: if **any part of your shift** takes place within these hours then the regulations apply to that work. The rules about periods of availability, other work and rest periods apply to nightwork in the same way as daywork. The important thing to remember here is that **it is a period of 24 hours, rather than a particular day, that is measured,** which is quite likely to prevent a driver from starting earlier the next day. For example, if you start a night trunk at 0100 one night and do 10 hours' work, you cannot start the next night at, say, 2300 because you would be breaching the rules. You would not be able to start your next shift until 0100: the only exception would be if your work the first night was only, for example, 8 hours, in which case you could start the following night at 2300.

HOLIDAYS:

Importantly, the new law also clearly states that holidays cannot be used to reduce the 48 hour average: a week on holiday will count as 48 hours in the calculations, or a day's paid holiday will count as 8 hours in the calculations. The holidays referred to by the regulations are the statutory 20 days holidays that were granted to all workers in August 2003.

RESPONSIBILITIES:

You have a legal responsibility to tell us each week not only what hours you have done for us (and we will usually have your timesheet as well, of course) but also to tell us what hours you have done for any other employer in that week. Because the 48-hour average is calculated over 17 weeks, we will need to know about your work for other employers in some weeks even if you are not working for us in any particular week. We intend to issue easy-to-use pads shortly to help you keep track of this information: you will need to tell us verbally each week what hours you have done, and then confirm this in writing (using the pad) every fortnight or so. We have a legal responsibility to ask you for, and to keep a written record of this information for a period of 2 years.

Clearly, we can both get into trouble if we don't co-operate with each other. We want to keep you working, legally, for as many hours as you want to work, and you can help us to help you by providing this information to us regularly.

The other thing to remember is that the tachograph regulations that you have been using for a long time now (your maximum consecutive driving time of 4.5 hours, your 45-minute break, etc, etc) will still apply in exactly the same way. The RTD regulations are in addition to these, not instead of them.

We recommend that you keep this sheet with you for reference at all times when driving. In addition, please feel free to call us at any time during office hours if there is anything you don't understand, or any questions you might have, and we will do our best to help you.