

# Eclipse handbook

creating a driving force...



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## **Introduction**

This booklet contains information, procedures and advice to assist drivers to carry out their duties effectively.

If you find anything in this manual that you feel is wrong or could be improved please report it to Eclipse Recruitment as soon as possible. Thank you for your help.

In order to fulfil our commitment to you and offer you the work you want, you must keep us informed of your availability for work.

## **Drivers Instructions**

### **Tasking**

1. You must only accept work from Eclipse Recruitment. You must not accept bookings direct from customers. If a customer does try to rebook you, you must inform Eclipse Recruitment immediately.
2. If you have not been given an assignment for the next working day and you are available for work, you must phone our 24-hour number between the hours of 17.00 hrs – 18.00 hrs.
3. When you are given an assignment you will be told:-
  - Customer.
  - Location to report for duty.
  - Time to report for duty.
  - Class of vehicle.
  - Type of load and destination.
  - Any specific information relevant to the booking.

Once you have accepted an assignment you must report for that assignment at the correct time and place.

### **Absence from Duty**

If you **CANNOT** attend work for **ANY** reason you must inform Eclipse Recruitment as soon as possible.

Our number **0115 7044 777** is available **24/7**. It is too late to notify absence after the planned start time.

### **Procedure**

- If an emergency occurs necessitating absence from work, you must telephone (or get somebody to telephone on your behalf) as soon as that decision is made.
- The telephone call may be made at any time of the day or night. For the purpose of notifying absence all Eclipse Recruitment staff are regarded as available 24 hours a day 7 days a week through dialling our number **0115 7044 777**

***Do not just fail to report for your shift. This reflects very badly on both Eclipse Recruitment and yourself.***

## **Reporting for Duty**

### **On Arrival**

- Park in the correct parking area.
- Book in with security if required.
- Report to the Transport Office.

### **When on the Customers' Premises**

- Be polite and courteous and avoid bad language.
- Ask before using the customers' equipment, toilets, telephones etc.
- Avoid getting into disputes/arguments with the company's own staff.
- If you have any complaints TALK TO ECLIPSE RECRUITMENT NOT THE CUSTOMER.

### **At the Transport Office**

- Confirm vehicle registration number and location.
- Confirm trailer number and location.
- Check all paperwork is correct.
- Check and double check the loading / unloading sequence.
- Ascertain breakdown procedures for tyres, windscreens, vehicle and trailer.
- Any special instructions of which you should be made aware.
- Any restrictions of route on site.
- Required load restraints and protection.
- Restrictions on stopping en route to drop or during return journey.
- Height of the trailer.
- Any route maps available. (When given a map it must be followed exactly).
- Refuelling en route and on return to site.

### **Paperwork Completion**

- Check that you have all relevant paperwork including any job-sheets required for completion by the customer.
- Check with the customer whether the paperwork should be handed back to the Transport Office or to a different location.
- Where there is a problem with the load check to find out if any other paperwork must be completed.

### **Vehicle Checks**

As soon as you are introduced to the vehicle insert a Tachograph Card or your digital Tachograph card and then carry out a routine check to ensure safety and legality of the vehicle.

The following checks should be carried out:

- Tax Disc - In date, on correct vehicle, showing through windscreen.
- Operators Licence - In date, on correct vehicle, showing through windscreen.
- Visual check of Tyres, Bodywork, Accident damage.
- Lights - including dash lights.
- Horn.
- Fuel - do not rely on the fuel gauge - dip the tank.
- Oil level - any leaks.
- Water level - any leaks.
- Wheel nuts.
- Engine starts - runs correctly.
- Air leaks.
- Brakes.



### **If a defect or other problem is discovered, it should be reported as follows:**

- Complete all checks.
- Report to Traffic Office that you have found a defect / problem and request the appropriate action.
- After investigation by the customer's representative, there are two alternatives :-
  - The defect / problem is rectified. - Carry on with your duties.
  - The customer disagrees with your assessment. - Either re-assess your evaluation and if unable to continue, phone Eclipse for further instructions.

### **Coupling / Uncoupling Procedure**

#### **Coupling**

- Reverse up to the trailer and visibly check the pin for height.
- Check trailer brake is applied and fit the number plate.
- Reverse under the trailer and listen for the pin locking.
- Engage low forward gear and try to pull forward to ensure that the fifth wheel coupling is engaged.
- Apply parking brake on unit; check fifth wheel and fix 'dog clip'. It is illegal to travel without the dog clip in place.
- Connect air lines and electrical connections. TURN ON AIR TAPS IF FITTED.
- Ensure trailer legs are fully wound up and stow handle safely.
- Release trailer brake.
- Check all trailer lights and indicators.
- Check the height of the trailer once coupled up to the unit.

#### **Uncoupling**

- Ensure trailer is parked on firm level ground, if unsure, chock wheels and place solid dunnage under trailer legs.
- Apply trailer brake and remove the number plate.
- Wind down the legs.
- Turn off the air taps (if fitted), and uncouple air lines and electrical connections, recouple them on unit.
- Remove dog clip and pull back fifth wheel handle.
- Engage low forward gear and pull away slowly checking the trailer for sinking.
- Lastly, recheck the trailer brake.

*NOTE: These procedures must be followed at **all** times.*

### **On the Road**

Whilst driving a customer's vehicle you must drive in a safe and courteous manner in accordance with legislation and the Highway Code. Do not carry unauthorised passengers.

### **Delivery**

Ensure booking in time in advance if at all possible. If you are running behind schedule and think you may be late inform the customer as soon as possible so they can try to arrange a later booking time.

### **On arrival**

- Park in the correct area.
- Take your notes to the correct office to book in.
- Wait in your cab until called forward.
- After you have been tipped, check paperwork, ensuring everything is in order.
- Secure any remaining pallets or return load and secure the trailer.

During the day keep in regular contact with the customer. Let them know your progress, particularly if you are running behind. Should you enter your 14<sup>th</sup> hour of duty **YOU MUST** notify the customer to receive instructions regarding the action to take at the end of your 15 hour maximum duty. **LET THE CUSTOMER MAKE ANY DECISIONS ABOUT NIGHTS OUT** etc.

### **Night Out**

- Before parking up phone the customer and make them aware of the situation.
- Always park in a secure area.
- If possible use locks to secure trailer. If your trailer is empty leave the doors open.
- Always lock vehicle cab if left unattended.
- Take your **FULL** minimum daily rest.
- Complete full daily checks before leaving in the morning

### **On Return**

When you return to the customers premises the following procedures will be carried out.

- Book in, through security if necessary, find out if the customer requires any other work completing.
- Drop the trailer in the correct area.
- Perform checks on vehicle, including refuelling and topping up engine oil as required.
- Clean out the cab.
- Wash down the vehicle (if required).
- Complete any defect reports if necessary.
- Park the vehicle in the correct area.
- Complete all remaining outstanding paperwork. (Log sheets, etc).
- Complete tachograph chart centre field or log off.
- Complete timesheet fully and correctly.
- Report to the traffic office to double check that all work has been completed.
- Hand in all paperwork and ask the customer to sign your timesheet.
- Check that you have handed in all keys and paperwork, and that you have your tachograph, timesheet and all your possessions before leaving the site.

### **Accident Procedure**

#### **Procedure**

- **WARN OTHER TRAFFIC.** Use hazard flashers, triangles or other means.
- **REMOVE FIRE HAZARDS.** Switch off ignition, no smoking.
- **CALL EMERGENCY SERVICES.** Give full details of location, casualties and hazards.
- Remove uninjured people to a safe area.
- **DO NOT MOVE CASUALTIES UNLESS THEY ARE IN IMMEDIATE DANGER.**

#### **If You Are Involved**

- **DO NOT ADMIT LIABILITY UNDER ANY CIRCUMSTANCES.** (Even if you think it may have been your fault). It is the responsibility of the police, insurance companies and solicitors to apportion blame.
- Get names and addresses of any witnesses.
- Exchange details with third parties.
- At the earliest opportunity, make a sketch plan of the scene, or better still take photo's, including if possible dimensions (road width etc.), road markings, warning signs, etc..
- Do not leave the scene without the permission of the police.
- **DO NOT** surrender your analogue tachograph card unless impounded by the police. If your card is impounded you must obtain a receipt.
- Notify Eclipse Recruitment of all details in all circumstances **IMMEDIATELY**. You will be instructed according to the circumstances.

## **First Aid**

This section is advisory only. It is not authoritative.

People die at the scene of accidents because others think they can't help. Even if you are not trained you can check the following:

- Is the casualty BREATHING? If not, check for a blockage in the mouth, e.g. false teeth or the tongue. Tilting the head back will open the airway and you can apply the "Kiss of Life".
- Is the casualty BLEEDING? If so apply direct pressure to the wound UNLESS there is the possibility of a foreign body in the wound.
- Do not give anything to eat or drink and do not move the casualty unnecessarily.

## **Digital Tachograph's**

Digital Tachograph's have now largely replaced analogue Tachograph's. All new vehicles since May 2006 are now fitted with this type of instrument. The information held is much more secure as the system has many security features and will record any attempt at tampering.

The vehicle unit consists of a visual display, printer user controls and two smart card slots. It records and stores electronically, information about the vehicle, the driver(s) faults, events and speed in real time. It holds data for around 365 days before the oldest data is overwritten. The display relays information in pictogram and text format on a continual basis.

The centerfield information is recorded by the system therefore eliminating any centerfield errors that previously could have constituted an offence. Information relating to start and finish location is less specific and entered by selecting the correct country code via a menu selection.

## **Driver Cards**

In order to operate a digital tachograph a driver must be in possession of a valid card. These are available from the DVLA office in Swansea.

The card identifies the drivers to the VU and is capable of storing approximately 28 days of average data. It stores information on vehicle used, dates, times, duty periods, distance travelled, activities, specific conditions and withdrawal and insertion of cards. It will also hold data on faults and events that occur and information on roadside checks if an enforcement office has inserted a control card.

## **Lost, Damaged, Stolen or Malfunctioning Driver Cards**

It is illegal to drive a vehicle fitted with a digital tachograph unless the driver is in possession of a valid driver card.

If the driver card is damaged, lost, stolen or malfunctions, drivers must apply for a replacement within 7 days and have evidence of doing so and can only continue to drive without a card for a period of 15 days. Under special circumstances this may be longer but the circumstances would have to be such that an extension was deemed to be appropriate. The driver/operator or their representative must complete an application form D779B and submit it with the relevant fee to the DVLA for replacement. In the event of theft this must also be reported to the Police.

Drivers must take two printouts of their activities from the vehicle data – one at the start of the journey and one at the end. The printouts will not identify the driver as no driver card was inserted. Therefore the driver must mark and sign the printout with sufficient information to be identified.

*If the driver has simply forgotten the card then the vehicle cannot be legally driven.*

If a driver thinks the card is malfunctioning it is advisable to test it in another vehicle unit, just to be sure that it is the card and not the VU that is faulty, before applying for a replacement card. Replacement cards will be issued to a local VOSA office of the driver's choice and have to be collected in person with appropriate proof of identity.

### **Universal Time Coordinated (UTC)**

All vehicle units will be set to UTC and all records will be in this time format across the EU. If required, the visual display unit can be set to local time, which is different throughout the EU. In the UK, records will differ by one hour during British Summer Time; there will be no discrepancy when the clocks revert to GMT during the winter.

### **UK only**

During Winter Time UTC = Local Time. During Summer Time UTC = Local Time – 1 hour

### **Log On Procedure**

- Switch on the ignition.
- Insert the driver card in slot 1 with the chip facing upwards and the arrow pointing forwards. If the vehicle is double manned once Driver 1's card has been read Driver 2 can insert the card in slot 2.

It is then necessary to follow the instruction on the display, which will show the following:

- Greeting - Driver's name appears.
- The date and time the last card was withdrawn – always UTC time.
- There is an option now to make a manual entry relating to any activities that occurred after the last time the card was removed or before the card was inserted. All manual entries must be entered on the driver card by using the digital tachograph.
- If no manual entries are required select NO and press OK
- Select YES and the facility becomes available to enter additional activities.
- Select country and press OK

The card pictogram will appear when the data from the card has been read completely from the card

- Log on complete.

### **Log Off Procedure**

- Press the driver card eject button
- Select the country at the end of the shift and press OK. - The system will then ask if a printout is required
- If a printout is required select YES otherwise select NO and press OK.
- The printout of the driver's daily activities will be produced if required. The driver card will then be released from the slot
- Log off complete.

### **Record Requirements**

Since 1<sup>st</sup> May 2006, if driving a vehicle fitted with an analogue or a digital tachograph, drivers must carry with them:

- The driver smart card (if they have one).
- Charts for the current day and the previous 28 calendar days.
- Any manual records or legally required printouts in relation to the current day and the previous 28 calendar days.
- If a driver card is lost, damaged or is malfunctioning the driver is obliged to produce a printout from the VU. (Reference number supplied against missing card?)
- Drivers are required to make handwritten entries in the event that the tachograph is defective, or when information on the card does not reflect accurate information in respect of shift time or activities. There is a facility for this on the back of the printout.
- Drivers must carry sufficient printer paper, ensuring that it incorporates the correct approval number for the tachograph in use.
- The printouts should be stored effectively so they do not sustain any damage, as the thermal paper is sensitive to various everyday elements, such as heat, water oil, and grease



### **Analogue Tachograph Cards**

The responsibility for the provision of tachograph cards for analogue tachographs and printout paper for digital tachographs rests with the vehicle operator (the customer).

Drivers are responsible for retaining tachograph cards in compliance with current regulations. Therefore, all analogue cards are retained by the driver for the current week and the previous 28 calendar days.

### **Start of Duty**

Prepare and insert an analogue card as soon as possible after reporting for duty, and immediately on introduction to the vehicle.

The following is intended only as a guide for analogue tachographs and does not replace legal requirements.

- Enter your last name followed by your first name.
- Draw a line across the time scale of the card to indicate the time you started your duty (even and especially if different to the time the tachograph card is inserted in the vehicle).
- Enter the start date.
- Enter the start location (Town).
- Enter the vehicle registration number of the vehicle.
- Insert the chart in the vehicle. You are responsible for insuring that the clock is showing the correct time on the 24-hour scale. If necessary, adjust to correct time and inform the customer.
- Ensure that the card is inserted correctly and that the face of the instrument is locked closed. (Check that the warning light is out).

### **Changing Vehicles**

The same card can be used if you change vehicles during a shift provided that the replacement vehicle uses the same type of tachograph.

- Enter on the reverse of the card the time of the change.
- Enter the new vehicle registration number.
- Enter the new start odometer.
- Complete the original centrefield with final odometer reading and distance travelled.

### **Completion of Shift**

Your duty does not finish until you are ready to leave the customer's premises. Do not remove your tachograph card or analogue tachograph until you have completed booking in procedures, washing down, filling up etc.

- Remove the card from the tachograph.
- If analogue, enter final odometer reading, calculate and record the total distance travelled.
- Enter the Location (Town) where duty ends, even if its the same as the start location.
- Enter date of finishing duty, even if it's the same as the start date.
- Draw a line across the time scale to indicate time of finishing duty.

### **Care and Retention of Tachograph Cards**

- Keep your tachograph cards in a tachograph envelope. Carry with you all cards for the current week and the cards from the previous 28 calendar days
- Do not fold or otherwise deface tachograph cards.
- Hand in your tachograph cards to Eclipse Recruitment immediately after the 28 day period.

## **Non-Standard Entries**

Normally it is not permitted to enter on a tachograph card any information other than described above. The only other information that may be added is:

- If due to an unavoidable delay, such as being stationary in a motorway traffic jam or snowed in, you exceed permitted continuous driving hours, you may enter on the reverse of the card brief details of the cause of the breach of regulations. This does not absolve you from prosecution but may mitigate the circumstances provided that you have not passed any location where you could have taken a break.
- The only other entry may be made only by a uniformed police officer or a Department of Transport official after inspection of your card. In such cases you should insist that such an entry is made to record the inspection. If a card is retained by an authorised official, it is imperative that you obtain a receipt, and then insert a new card

## **Change of Vehicle and Manual Entries**

Use the reverse side of the card for start and finish times, activity not recorded by the instrument, changes of vehicle and any other relevant information i.e. breakdowns, hold-ups, emergencies.

**Note:** It is recommended that only the reverse side of the card be used for manual entries, taking care not to damage the trace side of the card.

## **Timesheets – Certificate of Hours Worked**

Timesheets can be downloaded and printed from the company website. All signed time sheets must be returned to Eclipse Recruitment by 11am Monday Morning following the week worked. Failure to return timesheet on time may result in late payment of your wages.

The best way to return timesheets is to scan and email them or to fax them through from the customer's office after your last shift worked.

The Working Time (Road Transport) Regulations (WTRT) requires employment businesses to maintain records of the Working Time of mobile workers who are subject to EU drivers' hours rules. It is your responsibility to accurately record your Working Time during an assignment and to keep us updated as to any additional work you undertake for other employers or employment businesses for the purposes of calculating average Working Time.

If you do undertake other work, then please ensure that you complete the lower part of the timesheet.

Before submitting the timesheet please sign the declaration to the right. If you fail to record your time properly, or deliberately attempt to flout WTRT Regulations and/or EU Drivers' hours, this may amount to a criminal offence and you may be subject to a fine upon conviction.

**You may use one timesheet for ALL customers during a working week.**

## **Road Transport Working Time Regulations and EU Drivers Hours**

On the 4th April 2005, the Road Transport Directive (RTD) was implemented in the United Kingdom. Mobile workers are covered by the Road Transport (Working Time) Regulations if they are involved in operations subject to the Community Drivers' Hours regulation 3820/85/EEC, or in some cases the AETR. Generally, drivers, vehicle crew and travelling staff of goods vehicles where the maximum permissible weight exceeds 3.5 tonnes or passenger vehicles suitable for carrying more than 9 people including the driver.

A **worker** is anyone who provides work or services under a contract, express or implied. A **mobile worker** is any worker forming part of the travelling staff (typically drivers and crew, but also trainees and apprentices) who is in the service of an undertaking which operates road transport services for passengers or the movement of goods. Mobile workers include drivers who work for hire and reward companies or companies with own account operations.

### **Main provisions**

- Working time is limited to an average 48-hour week over a reference period agreed with employee representatives. Eclipse Recruitment's period is seventeen weeks.
- Up to 60 hours working time can be performed during a single week, providing the average working time does not exceed 48 hours during the reference period.
- Night work (any work that touches the hours between midnight and 04.00) is restricted to 10 hours in any 24-hour period. However, these rules can be varied by agreement with employee representatives.
- Workers cannot work more than six consecutive hours without taking a break. If working between 6-9 hours, a break of at least 30 minutes is required. If working over nine hours, breaks totalling 45 minutes are required.
- Workers cannot opt out of the average 48 hour week. However, any time classified as a break, rest or a "period of availability" does not count towards any of the working time limits. These periods are not defined as working time under the RTD.

### **Working Time**

- The RTD states that working time should not be confused with shift or duty time. Breaks during a shift (whether paid or unpaid) do not count towards working time.
- Waiting time can also be discounted, as long as it conforms to the conditions that would see it classified as a "period of availability" (POA).
- Working time for another road transport employer counts towards the total working hours performed by the mobile worker.

### **Working time includes:**

- Driving; Loading/unloading; cleaning; maintenance of the vehicle; work intended to ensure the safety of the vehicle and its cargo and passengers (e.g. monitoring loading and unloading); time during which the mobile worker cannot freely dispose of their time and is required to be at the workstation (the cab, employers premises etc) ready to take up normal work, with certain tasks associated with being on duty; waiting periods where their foreseeable duration is not known in advance either before departure or just before the start of the period in question.
- Working time does not include rest breaks when no work is done or periods of availability.

### **Breaks**

- The EU drivers' hours rules require a break of 45 minutes after 4.5 hours cumulative or continuous driving (or two breaks of no less than 15 minutes followed by a break of 30 minutes during or immediately after the driving period).

The RTD requires that:

- Mobile workers should not work for more than six consecutive hours without taking a break.
- If working hours total between six and nine hours a day, a break of at least 30 minutes is required.
- If working hours total more than nine hours a day, working time should be interrupted with a break of 45 minutes.
- When taking a break driver may not perform anything that might be regarded as other work during this period.
- Breaks taken under the RTD may be taken at the workstation, including the mobile worker's cab

### **If working for more than one employer.**

If an employee works for two or more employers in the road transport sector, then the weekly working time is the combined total of the hours worked (excluding breaks, rest periods and periods of availability) for all the employers. The mobile worker must tell their employer(s) in writing, of any time worked for another employer.

### **Night Limits** - The RTD stipulates that:

- Working time must not exceed 10 hours in any 24 hour period, if any night work is undertaken.
- Any work performed in the night time (between midnight and 04.00) triggers the 10 hour limit.
- This can be increased beyond a maximum of 10 hours by Collective Agreement.
- When driving, the existing break requirements under the EU drivers' hours' rules will take precedence. However, when driving is mixed with other work, the break provision under the RTD will sometimes apply in addition.

### **Daily Rest**

- When driving, the EU drivers' hours rules require 11 consecutive hours rest in each period of 24 hours (calculated from the moment the driver commences work), with the possibility of reducing this to nine consecutive hours up to three times a week.
- Alternatively, 12 hours rest may be taken in two or three periods, the last of which must be at least eight consecutive hours.

### **Weekly Rest**

- After six 24-hour periods since your last weekly rest period a new one must begin.
- This weekly rest period must be a minimum of 45 hours
- A reduction from 45 hours to a minimum of 24 hours can be applied once in any two consecutive weeks.
- Any reduction must be compensated for in full, in a single block, by the end of the third week in question.
- The compensation must be attached to a rest period of no less than 9 hours in duration.
- A rest period that begins in one week and falls into another week can be attached to either week.

### **Periods of Availability** are defined as:

- Where the mobile worker is not required to remain at his workstation (but must be available to answer calls to start work or resume driving).
- Where the periods and their foreseeable duration are known in advance either before the departure or just before the start of the period in question.
- Like breaks and rest periods, a period of availability can be taken at the workstation. Provided that the worker has a reasonable amount of freedom (for example, they can relax and read), for a known duration, this would satisfy the requirements for a period of availability.
- Where the mobile worker knows in advance about a delay but, because of safety or security issues, remains in the cab, this would normally be treated as a period of availability.
- Mobile workers do not need to be formally notified about a period of availability and its duration in advance. It is enough that they know about it, and the foreseeable duration, in advance.

### **Example of Periods of Availability**

- When a mobile worker experiences delays at a Distribution Centre or depot, waiting for someone to load or unload their vehicle. They know the length of the delay at the start of the period (because someone has told them, or because they have arrived too early for their slot, or because they always experience a delay with this customer).
- If a mobile worker typically experiences a delay of about one hour when visiting a RDC, which would probably be sufficient prior notice to qualify this time as a period of availability. However, if they experience a two-hour delay when they normally expect an hour, and had not been forewarned about the additional delay, then the second hour would count as working time.
- However, if the mobile worker is notified of a one hour delay but is then notified (before the end of the first hour) that a further one hour delay is expected, then the second hour also counts as a period of availability.
- Where a mobile worker reports for work, is informed that he will not be required to undertake any duties for a specified period (albeit, they need to remain on site to answer calls and be ready to take up work), but is free to wait in the canteen or rest facility.
- If a worker is told to expect a wait of one hour but is subsequently told to start work or undertake some work (for example, securing a load) after 30 minutes, the period of availability should be recorded as 30 minutes.
- If the vehicle breaks down and the mobile worker is told how long it will take to be rescued.

### **Workstation**

Workstation includes the main place of business, subsidiary places of business, the vehicle's cab, in and around the vehicle and other places where the mobile worker might work (e.g. when unloading a vehicle at the customers' site)



**Shifts and Breaks for Road Transport (WT) Regulations and EU Drivers hours**

Type of duty	Road Transport (WT) Regulations 2005	EU Drivers Hours Rules
Maximum weekly shift time	No limit on shift time as such, but an <i>average</i> weekly working time limit of 48 hours will apply over 17/26 week reference period. There is no specified limit for Periods of Availability. A maximum 60 hours working time can be performed in a single week. However also see EU Drivers rules	56 hour driving limit which must not exceed the maximum working time allowed under RT(WT)R
Maximum daily shift time	No limit on daily shift time as such. Shift time is normally made up of PoA + Working Time and there is no specified limit on PoA, however see EU Drivers Rules	None specified, but daily rest requirement effectively limits the length of the working day. The maximum working day is 15 hours
Maximum work performed at night	There is a 10-hour working time limit for night work for each 24-hour period. This can be extended beyond 10 hours with a Workforce or	None specified, but daily rest requirement effectively limits the length of work performed at night.
Daily driving	None specified, but see EU driver's rules	9 hours (but this can be increased to 10 hours twice a week).
Breaks	When driving, the break periods under EU drivers' hour's rules take precedence over RTWT breaks. A mobile worker should not work more than 6 consecutive hours without a break. If working time hours total between 6 and 9 hours a day, breaks totalling at least 30 minutes are required. Where working time hours total more than 9 hours a day, breaks totalling a minimum of 45 minutes must be taken overall. Breaks can be divided into 15 minute	A driver must take a break or breaks totalling at least 45 minutes after a maximum 4.5 hours continuous or accumulated driving. The 45 minutes break may be in 2 breaks, the first being 15 minutes and 2 <sup>nd</sup> 30 minutes
Daily rest	The daily rest periods under EU drivers' hours rules apply	11 hours reducible to 9 hours 3 times a week between any 2 weekly rest periods. Rest may be taken in vehicle if with sleeper for each driver and is stationary. Compensations for reductions not required.
Weekly rest	The weekly rest periods under EU drivers' hrs rules. See EU drivers rules	45 hrs reducible to 24 hrs. 45 hrs rest required in any 2 consecutive weeks

### **Bridge Height Conversions**

- 13' = 3.96 m.
- 13.6' = 4.11 m.
- 13.9 ½' = 4.2 m.
- 14' = 4.27 m.
- 14.6' = 4.42 m.
- 15' = 4.57 m.
- 15.6' = 4.72 m.

*Do not take any chances with low bridges. If in doubt, check it out.*

### **United Kingdom Speed Limits**

	Built-up Areas*	Single Carriageways	Dual Carriageways	Motorways
<b>Cars and motorcycles</b> (including car derived vans up to 2 tonnes maximum laden weight)	<b>30</b>	<b>60</b>	<b>70</b>	<b>70</b>
<b>Cars towing caravans or trailers</b> (including car derived vans and motorcycles)	<b>30</b>	<b>50</b>	<b>60</b>	<b>60</b>
<b>Buses and coaches</b> (not exceeding 12 metres in overall length)	<b>30</b>	<b>50</b>	<b>60</b>	<b>70</b>
<b>Goods vehicles</b> (not exceeding 7.5 tonnes maximum laden weight).	<b>30</b>	<b>50</b>	<b>60</b>	<b>70**</b>
<b>Goods vehicles</b> (exceeding 7.5 tonnes maximum laden weight)	<b>30</b>	<b>50***</b>	<b>60***</b>	<b>60</b>

\* The 30 mph limit usually applies to all traffic on all roads with street lighting unless signs show otherwise.

\*\* 60 mph (96 km/h) if articulated or towing a trailer

\*\*\* From 6<sup>th</sup> April 2015

## **Grievance Procedure**

### General Principles

The following general principles will apply to the grievance procedures

- Each step and action will be taken without unreasonable delay.
- Whenever the employee is invited by the company to attend a meeting, the employee must take all reasonable steps to attend.
- At all stages of the procedure the employee will have the right to be accompanied by a trade union representative or a work colleague of your choice. If your companion is unable to attend any such meeting you may suggest an alternative date, provided it is within 5 working days of the original date.
- Timing and location of meetings must be reasonable.
- Meetings will be conducted in a manner that enables both the company and employee to explain their case.
- For appeal hearings following a decision the company will as far as reasonably practicable, be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).
- Whenever the company or employee is required to send the other a statement, the original or a copy will suffice.

## **Grievance Procedure**

If an employee has a problem or concern about their work, working conditions or relationships with colleague or company clients they should aim to settle their grievance informally with their immediate manager.

If an employee's grievance cannot be settled informally, or a formal approach is preferable, the employee should raise it formally with Eclipse Recruitment management by following the minimum statutory procedure below.

## **Minimum statutory procedures**

### **Standard procedure**

#### *Step 1 - Written statement*

The employee must set out their grievance in writing and send this statement to the company

#### *Step 2 - Meeting*

- 1) The company will invite the employee to attend a meeting to discuss the grievance.
- 2) The meeting will not take place unless:
  - the employee has informed the company of the basis for the grievance set out in the statement under step 1
  - the company has had a reasonable opportunity to consider its response to that information
- 3) After the meeting the company will inform the employee of its decision, and the company will notify the employee of his right to appeal if he is not satisfied with it.

#### *Step 3 - Appeal*

***If the employee does wish to appeal, he must inform the company within 5 working days of receiving the decision, and on doing so the company will invite him to attend a further meeting. After the appeal meeting, the company will inform the employee of its final decision.***

## **Health and Safety Policy for Temporary Staff**

Whilst working for a customer of Eclipse Recruitment, please be aware that the customer is responsible for your health and safety while you are working for them. Please familiarise yourself with the procedures of the customer you work for and report any issues to them.

- You must report any incident or injury to the customer you are working for, and follow the procedure they have in place.

The Health and Safety of all our staff, employees, clients, customers, visitors and members of the public is of paramount importance to Eclipse Recruitment.

## **Company Responsibilities**

Eclipse Recruitment will ensure, so far as is reasonably practicable, the health, safety and welfare at work of all temporary workers. It will manage its business in such a way, and so far as is reasonably practicable, that the safety and welfare of persons not employed by Eclipse Recruitment are not exposed to risks.

## **General information**

### Working Practices

- You must not operate any item of equipment unless trained and authorised to do so.
- 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.
- You must undertake all duties as instructed and never deviate.

### Hazard / Warning Signs & Notices

- You must comply with all hazard / warning signs and notices displayed on the premises.

### Working Conditions / Environment

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

### Protective Clothing & Equipment

- You must wear protective equipment where required. (i.e. Safety Boots and a Hi Vis vest must be worn at all times when on site or working for any customer of Eclipse Recruitment Driving Solutions Ltd.) Additional equipment (e.g. a Hard Hat) must be worn when required.
- You must never obstruct any fire escape route, fire equipment or doors.

### Accidents

- 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 of the customer you are working for.
- You must report any incident in which damage is caused to property.

### Health

- 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.

### **Policy on Alcohol and Drugs in The Workplace**

- Eclipse 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.
- Eclipse 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 known to a Director or senior Manager.
- In the event that you present yourself at work or during working hours you are in a condition where our customers 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 sent home without pay and not allowed to return until such a time as you are in full control of your faculties.
- In addition such behaviour will be subject to the disciplinary procedure of Eclipse Recruitment and after due investigation may result in dismissal as a result of gross misconduct.
- Eclipse 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. Eclipse 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.
- If the disciplinary procedure is evoked and you receive a disciplinary sanction short of dismissal or if you have a successful appeal Eclipse Recruitment will recommend that you take advantage of counselling services to help control your problem and you will be required to act of 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.
- If Eclipse Recruitment or our customers 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.
- If Eclipse Recruitment or our customers believes you are dealing, buying, selling or receiving drugs or alcohol you will suspended from your duties while an investigation is carried out. Where a criminal offence is suspected the Company shall inform the police.
- All employees and workers are required to inform Eclipse Recruitment or any appropriate person if they suspect any fellow worker may be acting in breach of this policy.



## **Eclipse Recruitment Equal Opportunities and Diversity Policy**

### **1. General**

Eclipse Recruitment embraces diversity and will seek to promote the benefits of diversity in all of our business activities. We will seek to develop a business culture that reflects that belief. We will seek to widen the media in which we recruit to ensure as diverse an employee and candidate base as possible. We will strive to make sure that our clients meet their own diversity targets.

Eclipse Recruitment is committed to diversity and will promote diversity for all employees, workers and applicants and shall adhere to such a policy at all times. We will review on an on-going basis all aspects of recruitment to avoid unlawful or undesirable discrimination. Eclipse Recruitment will treat everyone equally irrespective of sex, sexual orientation, gender reassignment, marital or civil partnership status, age, disability, colour, race, nationality, ethnic or national origin, religion or belief, political beliefs or membership or non-membership of a Trade Union or spent convictions, and places an obligation upon all staff to respect and act in accordance with the policy.

Eclipse Recruitment shall not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers. Eclipse Recruitment will ensure that each candidate is assessed only in accordance with the candidate's merits, qualifications and abilities to perform the relevant duties required by the particular vacancy.

Eclipse Recruitment will not accept instructions from clients that indicate an intention to discriminate unlawfully.

### **2. Part-Time Workers**

This Diversity Policy also covers the treatment of those employees and workers who work on a part-time basis, Eclipse Recruitment recognises that it is an essential part of this policy that part time employees are treated on the same terms, with no detriment, as full time employees (albeit on a pro rata basis) in matters such as rates of pay, holiday entitlement, maternity leave, parental and domestic incident leave and access to our pension scheme. Eclipse Recruitment also recognises that part time employees must be treated the same as full time employees in relation to training and redundancy situations.

### **3 Harassment Policy**

Eclipse Recruitment is committed to providing a work environment free from unlawful harassment on grounds of sex, sexual orientation, gender reassignment, marital or civil partnership status, age, disability, colour, race, nationality, ethnic or national origin, religion or belief, political beliefs or any other basis protected by legislation is unlawful and will not be tolerated by Eclipse Recruitment.

If you believe that you have been unlawfully harassed, you should make an immediate report to a Company Director followed by a written complaint as soon as possible after the incident. Your complaint should include:

- Details of the incident
- Name(s) of the individual(s) involved
- Name(s) of any witness(es)

Eclipse Recruitment will undertake a thorough investigation of the allegations. If it is concluded that unlawful harassment has occurred, remedial action will be taken.

### **4 Complaints and Monitoring Procedures.**

Eclipse Recruitment has in place procedures for monitoring compliance with this policy and for dealing with complaints of discrimination. These are available from Anna Neilson and will be made available immediately upon request.

Any discrimination complaint will be investigated fully.

## **Data Protection**

### **Collection and use of personal data**

#### **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. This includes for example, contacting you about job opportunities, assessing your suitability for those opportunities, updating our databases, putting you forward for job opportunities, arranging payments to you and developing and managing our services and relationship with you and our clients.

In some cases we may be required to use your data for the purpose of investigating, reporting and detecting crime and also to comply with laws that apply to us. We may also use your information during the course of internal audits to demonstrate our compliance with certain industry standards.

The legal bases we rely upon to offer these services to you are:

- Your consent
- Where we have a legitimate interest
- To comply with a legal obligation that we have
- To fulfil a contractual obligation that we have with you

#### **Consent**

We require your consent to process your data for the purposes of work finding services. We have a series of consent statements and if you wish to consent we will ask for your signature or for you to confirm your consent via our website or email. You can withdraw your consent at any time.

#### **Legitimate interest**

This is where the Company has a legitimate reason to process your data provided it is reasonable and does not go against what you would reasonably expect from us. Where the Company has relied on a legitimate interest to process your personal data our legitimate interests is/are as follows:

- Administration and *processing* of work-seekers' *personal data* for the purposes of providing work-finding services, including *processing* using software solution providers and back office support;
- Administration and *processing* of clients' *personal data* for the purposes of supplying/introducing work-seekers;

#### **Legal entitlement / obligation**

Your personal data is required by law so we can deliver the work finding services to you. The Company is compliant with all statutes, regulations, laws and by-laws, but specifically relies on the requirements of the following legislation for observance of legal obligations: the Employment Agencies Act (Conduct Regulations) 2003, the Asylum and Immigration Act 2016, the Disability Discrimination Act 2010, the Equality Act 2010, the Agency Worker Regulations (AWR) 2011, the Working Time Regulations 2011, the National Minimum Wage Act 1998, the Health and Safety Act 2008, the Data Protection Act 1998 and of course the General Data Protection Regulations 2018

#### **Contractual obligation**

Where we are bound by a legal obligation to process your data. An example of this is when we supply your services to a client who requires us to invoice a third party for your services (sometimes known as a "neutral vendor"). In this instance we are paying you, and we are contractually obliged to share your details with the

neutral vendor, in order for us to be paid. It is our policy that we tell you in advance if we need to share your details with a third party, and who they are. If you object, we would consider if your objection is more compelling than our basis for doing so, before making a final decision. An objection by you in the example given, could lead to a withdrawal of the offer to work, which is contrary to the aims and objectives of providing work finding services to you.

### **What type of data do we collect from you?**

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data). We **may** collect, use, store and transfer different kinds of data about you which we have grouped together as follows:

- **Personal Data** includes (but not limited to) name, email and home address, telephone/mobile number(s), date of birth, your National Insurance number, next of kin information, education and work histories, referees etc.
- **sensitive personal data** includes (but not limited to) unspent criminal convictions, special needs to enable you to work, anything of possible detriment to the interests of a client if you were to work for them, etc.
- **Financial Data** includes bank account details.
- **Transaction Data** includes details about payments from you or made to you.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
- **Usage Data** includes information about how you use our website and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

### **If your personal data is initially captured from a 3rd party**

The Company can obtain data about you from third parties, such as Job boards, Business/Social media sites or by recommendation from other people who know of you. This kind of data might only be basic - your name, a contact number and where you may have worked. Alternatively, you may have posted your C.V. on a job board, and you may have provided extensive personal and sensitive personal information. If we have this data, we will not provide work finding services until we have your consent. We will be in touch with you and seek your consent to process your data. If you decline, or do not respond to our request for your consent within 30 days, we will securely dispose of the data we hold.

### **Who has access to your data?**

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

- Eclipse Recruitment office Staff as required.
- External third parties such as;
  - i. Service providers acting as processors based in the UK who provide IT and system administration and business support services.
  - ii. Payroll and Umbrella companies that will utilise your data for wage payment processing.
  - iii. Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the UK who provide consultancy, banking, legal, insurance and accounting services.
  - iv. HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.

## Data Retention

The Company will retain your personal data only for as long as is necessary for the purpose we collect it. Different laws may also require us to keep different data for different periods of time.

As an example, the Conduct of Employment Agencies and Employment Businesses Regulations 2003, require the Company to keep work-seeker records for at least one year from the later of the date of their creation, or from the date on which we last provide you with work finding services, a different period to HMRC's requirements for some of the personal data.

Where the Company has obtained your consent to process your personal and sensitive personal data, we will do so in line with our Retention Policy. Upon expiry of that period the Company may seek further consent from you. If we do not have your consent or you withdraw your consent, the Company will cease to process your personal and sensitive personal data unless there are other reasons (such as reasons under legitimate interest, legal entitlement or obligation, or if we are bound by contract) to do otherwise.

### How long we process your data for

If you do not find work through us we either:

- safely and securely destroy your personal and sensitive personal data within 24 months of our last dealings with you. or
- receive new consent for you to retain your personal and sensitive personal data

If you find work through us. we either:

- safely and securely destroy your personal and sensitive personal data within 36 months of our last dealings with you. or
- receive new consent for you to retain your personal and sensitive personal data

## Your rights

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, you have the right to withdraw that consent at any time. In order to do so, please write your withdrawal of consent, stating your name and the approximate date of your consent being given. You can write / email to the Branch Manager at:

Eclipse Recruitment, Foxhall Lodge, Foxhall Road, Nottingham. NG7 6LH.

There may be circumstances where the Company will still need to process your data for legal or official reasons. We will inform you if this is the case. Where this is the case, we will restrict the data to only what is necessary for the purpose of meeting those specific reasons.

If you believe that any of your data that the Company processes is incorrect or incomplete, please contact us using the details above and we will take reasonable steps to check its accuracy and correct it where necessary.

**You can also contact us using the above details if you want us to restrict the type or amount of data we process for you, access your personal data or exercise any of the other rights listed above.**

#### **Complaints or queries**

If you wish to complain about this privacy policy or any of the procedures set out in it please contact: The Directors, Eclipse Recruitment, Foxhall Lodge, Foxhall Road, Nottingham, NG7 6LH

You also have the right to raise concerns with 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



**Eclipse Recruitment Limited Generic Risk Assessment. Drivers**

<b>TASK</b>	<b>HAZARD</b>	<b>RISK</b>	<b>CONTROLS</b>	<b>RISK LEVEL</b>
Walking around site	<ul style="list-style-type: none"> <li>Traffic Movement</li> <li>Loading / Unloading</li> <li>Fueling Areas</li> <li>Vehicle Wash Area</li> </ul>	<ul style="list-style-type: none"> <li>Risk of collision with vehicles</li> <li>Possible injury through falling objects / moving forklifts</li> <li>Slipping on spills, general risks of bulk fuel storage</li> <li>Slipping on wet areas, risk increased if icy. High-pressure water hoses</li> </ul>	<ul style="list-style-type: none"> <li>Keep to defined pedestrian walkways. Wear high vis vest All round awareness</li> <li>Wear protective clothing, boots hi vis vest etc.</li> <li>General all round awareness and common sense</li> </ul>	Low
Climbing into / out of cab	<ul style="list-style-type: none"> <li>Vehicle</li> </ul>	<ul style="list-style-type: none"> <li>Slipping on wet surfaces</li> <li>Injury through jumping falling from cab</li> </ul>	<ul style="list-style-type: none"> <li>Use correct footsteps and handrails. Wear protective clothing and footwear</li> </ul>	Low
Coupling / uncoupling of trailer	<ul style="list-style-type: none"> <li>Trailer / Cab</li> </ul>	<ul style="list-style-type: none"> <li>Personal Injury</li> </ul>	<ul style="list-style-type: none"> <li>Wear protective clothing, eg gloves, boots etc.</li> <li>Follow correct procedures (handbook)</li> </ul>	Low
Driving	<ul style="list-style-type: none"> <li>Vehicle</li> <li>Other Road Users</li> <li>Pedestrians</li> </ul>	<ul style="list-style-type: none"> <li>Vehicle defects</li> <li>Potential Accidents</li> </ul>	<ul style="list-style-type: none"> <li>Ensure all vehicle checks carried out at start / finish of duty (handbook) – REPORT ALL DEFECTS IMMEDIATELY.</li> <li>Defensive driving at all times. Good all round awareness.</li> </ul>	Medium
Arrival at delivery site	<ul style="list-style-type: none"> <li>Traffic Movements</li> <li>Vehicle Waiting / Parking</li> </ul>	<ul style="list-style-type: none"> <li>Collision with other vehicles, pedestrians and static objects</li> </ul>	<ul style="list-style-type: none"> <li>Follow all routes given and follow one-way systems.</li> <li>Park only in designated parking areas</li> </ul>	Low

Loading / unloading of vehicle	<ul style="list-style-type: none"> <li>Vehicle</li> <li>Trailer</li> <li>Other Vehicles</li> </ul>	<ul style="list-style-type: none"> <li>Personal injury</li> <li>Vehicle moving</li> <li>Unsafe operations</li> </ul>	<ul style="list-style-type: none"> <li>Ensure correct method of mounting / demounting trailer is followed. Take extra care when deck is wet or soiled and in poor visibility</li> <li>Apply breaks, ensure clear communication with others, follow all site rules, and check before moving off</li> <li>General all round awareness and common sense.</li> <li>Wear protective clothing, eg gloves, boots etc.</li> <li>With suspected unsafe operations DO NOT PROCEED. Report to customer at once.</li> </ul>	Medium
Reversing vehicles	<ul style="list-style-type: none"> <li>Static Objects</li> <li>Vehicle Movement</li> <li>Pedestrians</li> </ul>	<ul style="list-style-type: none"> <li>Personal injury</li> <li>Injury to others</li> </ul>	<ul style="list-style-type: none"> <li>Reversing bleepers in newer vehicles</li> <li>Use of mirrors</li> <li>get help in poor conditions.</li> </ul>	Medium

The above risk assessment is a general guide only. You must at all times comply with customers specific site risk assessments and follow all instructions given regarding.

