

**Recruitment Policy incorporating GDPR & Recruitment**

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1. **Introduction**

1.1 This policy has been agreed by Bluetree Group Ltd to provide a clear framework for the recruitment and selection process. This policy should be read alongside the Bluetree Group Privacy Statement and Recruitment Privacy Policy.

1.2 Bluetree Group Ltd of Unit A, Brookfields Park, Manvers Way, Rotherham, S63 5DR together with any group companies (“we”, “us”, “our”) or the “Bluetree Group” recognises its responsibilities under relevant legislation and guidance including the Equality Act 2010, Rehabilitation of Offenders Act 1974, Rehabilitation of Offenders 1974 (Exceptions Order) 1975, The Immigration, Asylum and Nationality Act 2006, The Data Protection Act 2018 and other statutory obligations as arise from time to time.

1. **Aim**

2.1 Bluetree Group is committed to ensuring that recruitment is carried out in a fair, transparent, economical, and consistent way across the business, considering all relevant legislation and data protection requirements. The aim of this policy is to provide guidance that allows recruitment and selection to be carried out in a flexible yet lawful manner. Advice should be sought from the TX team if any further clarification is needed regarding any aspect of this policy.

1. **Scope**

3.1 This policy is applicable to permanent, short term, temporary, fixed term, and unpaid vacancies.

3.2 This policy applies to all Bluetree Group employees.

1. **Equal Opportunities**

4.1 The application of this policy will not directly nor indirectly discriminate against members of staff on the grounds of their sex, age, disability, gender re-assignment, marital or civil partnership status, pregnancy, maternity status, race (including colour, nationality and ethnic or national origins), religion or belief and sexual orientation.

4.2 Bluetree Group seeks to provide equal employment opportunities for all staff and will comply with all relevant employment and equalities legislation and regulations at all times.

4.3 Bluetree Group will continually monitor the implementation of this policy to ensure that it complies with the aforementioned legislation to ensure that all staff are treated fairly, minimising the risk of any direct or indirect discrimination practices.

1. **Communication**

5.1 All employees should be made aware of and have access to a copy of this policy.

5.2 A copy of this policy is available on request to all potential and actual candidates.

1. **Responsibility**

6.1 It is the responsibility of all individuals involved in the recruitment process to implement this policy.

1. **Prior to Advertising a Vacancy**

7.1 Prior to advertising a vacancy, authorisation from the Board of Directors must be sought for both replacement posts and newly created posts. The purpose of this is to assess how the role meets the businesses present and future needs and to sign off a recruitment budget for the position. Advice should be sought from the TX team for more details on these processes.

7.2 Where the vacancy is a replacement role, the job description and person specification should be reviewed by the hiring manager to ensure that the post title, salary grade, responsibilities, essential requirements, and desirable requirements are still accurate. If they are not accurate then the job description and person specification should be amended appropriately. Further advice can be sought by contacting the TX team.

7.3 The TX team will set up a qualifying meeting with the hiring manager to confirm all details have been captured to ensure accurate advertising and candidate screening is in place.

1. **Advertising**

8.1 All job adverts must be advertised by the TX team rather than individual hiring managers to achieve consistency and to ensure that roles are advertised legally. All adverts should include the essential and desirable criteria required for the vacancy. This can be used by candidates and panel members to assess a person’s suitability for the role. It should also include the salary grade for the role.

8.2 The TX team will be able to advise and support with methods of attracting candidates particularly where line managers have had difficulty filling similar vacancies in the past.

8.3 All adverts must contain the following line *“For privacy information please follow this link to our privacy notice on our website under the home page www.bluetreegroup.co.uk”*

1. **Applications**

9.1 CVs should be sent through the company’s applicant tracking system (ATS) by the closing date specified to be considered. Paper applications/CVs will not be accepted.

9.2 The Bluetree Group telephone interview/initial call form has been designed to ensure that all essential information is gathered at the initial interview stage. Forms can be located in the TX Non-secure folder.

9.3 Applications or CVs received after the closing date (and time – if applicable) has passed should not ordinarily be accepted but allowances may be made in special circumstances.

1. **Internal Vacancies**

10.1 Where the Bluetree Group choses to advertise a post internally, interested parties should submit an Internal Application form using the vacancy link on the company hub, vacancy page. This should also be signed and dated by the persons direct line manager.

1. **Recruitment Process**

11.1 All candidates who have applied for the same specific role within the same time period must be subjected to the same recruitment process.

1. **Shortlisting**

12.1 Qualified candidates will be shortlisted for an initial call from either TX or the hiring manager, the telephone interview form must be used to ensure all required information is captured.

12.2 The candidates selected for interview will be informed after shortlisting and full details of the interview will be provided. Feedback will not be provided for candidates who are not shortlisted for interview.

12.3 It is the responsibility of either the TX team or hiring manager to complete shortlisting.

12.4 Candidates will be shortlisted for interview based on the quality of their application and how well they have demonstrated they meet the requirements of the person specification.

12.5 All applications are scrutinized for consistency and completeness of information, gaps in employment, anomalies, and discrepancies.

1. **References**

13.1 Two references should be sought prior to engagement and one of these references must be from a current or most recent employer. Bluetree Group will seek references from the Referee information detailed on the submitted application form for each candidate. If a candidate has never had an employer, then a reference should be taken from the candidates last place of study. Referees should always be strictly Employment or Academic and character references will not be accepted.

13.2 Before requesting references, Bluetree Group must gain explicit permission from the candidate. This is gained by the candidate submitting a Reference Consent Form. This form should then be sent onto the referee along with the reference request. Similarly, all ex-employees need to give explicit permission to Bluetree Group before we can provide a reference.

13.3 Referees must not be relatives or partners.

13.4 The Bluetree Group will not accept a standardised letter of recommendation from a former employer.

1. **Identification and Documentation**

14.1 Successful candidates must bring their original documentation ideally prior to their employment offer and must be before their first day of employment to prove.

* their identity
* right to work in the UK

Bluetree Group have a legal legitimate interest to process candidates’ data collected at the recruitment and interview stage to allow us to form a contract of employment.

14.2 Originals must be provided, photocopies or certified copies should not be accepted. Originals will be photocopied, verified, and scanned to TX to be kept on file.

1. **Interviews**

15.1 Interviews should always be conducted by a minimum of two interviewers.

15.2 A core set of competency-based questions to be asked of all candidates should be drawn up prior to interview based on the person specification for the role. Any additional issues specific to each candidate that need to be explored further by the panel during the interview should be agreed beforehand (e.g., gaps in employment etc).

15.3 A Selection criterion must be agreed prior to interview and all candidates scored against this, with clear matrix to ensure consistency, with no biases. This must be supplied back to the TX team prior to any interviews to ensure pack is compliant. After interview each interview has been completed a copy must be provided to TX to be saved on the candidate’s file.

1. **Data Processing**

16.1 Recruitment is a process where interview panel members and HR staff will see confidential information of a personal nature. Due care and consideration for this information during and after the process, will always be in line with data protection law. The privacy statement will be made available to applicants on request. For further information on how candidate’s information is used and stored, along with your rights to access of information we store please refer to our Recruitment Privacy Policy which can be found here <https://www.bluetreegroup.co.uk/?page_id=426>

16.2 Bluetree Group has a legal obligation to collect relevant data from candidates during the recruitment process as well as a legitimate interest to process such data in order to form a contract of employment with successful candidates. Bluetree Group also asks candidates to give explicit consent (when applying) for any data supplied as part of the application submission or at interview stage to be used as part of the Bluetree Group Recruitment and Selection process.

16.3 The information supplied in applications, as well as any supporting documents, including disclosures, provided at the application or interview stage, will be used as part of Bluetree Groups Recruitment and Selection Process. Data is only passed to individuals who are authorised to receive it in the course of their duties. For example, Human Resources, interview panel members, and Bluetree Group Board of Directors (please note that this list is not exhaustive). If candidates give explicit permission to do so on their application, applications may be shared with other departments to consider them for other roles within the business. All information is stored securely, and all data submitted by unsuccessful candidates will be destroyed responsibly after 1 year from the date of interview.

1. **Conflict of Interest**

17.1 Any conflicts of interest should be declared by either the candidate or panel member as soon as the conflict of interest is apparent so that appropriate action can be taken.

17.2 A conflict of interest may be defined as; a panel member is related to or has a relationship with the applicant, a panel member has been named as a referee by the candidate, a panel member or their relation / partner has a pecuniary interest or external business interest.

1. **Conditional Offer**

18.1 Any offer to a successful candidate will be conditional upon:

* Verification of right to work in the UK
* Verification of identity checks
* Satisfactory completion of a Health Assessment
* Satisfactory completion of the probationary period

A conditional offer of employment is not binding.

1. **Unsuccessful Candidates**

19.1 Candidates who are unsuccessful after interview will be informed of the outcome of their interview by a member of the interview panel.

19.2 If TX are providing the feedback to the unsuccessful candidate, constructive feedback from the hiring manager must be provided as soon as possible.

1. **Withdrawal of Roles**

20.1 In the unfortunate case where a role is withdrawn due to a change of circumstances, either before or after the closing date, candidates will be notified at the earliest opportunity.