



Permanent Recruitment Solutions

Welcome to Permanent Recruitment Solutions

The Agency Worker Handbook is a way of communicating our working practices to ensure that clarity exists between the Employment Business and our workers, in relation to all terms of their engagement and other obligations.

The Handbook includes important information regarding the Employment Business' policies and procedures which all workers must familiarise themselves with, including any future additions or amendments made by the us, which we will continue to communicate as and when required.

Where appropriate, other workers, visitors and partners of the Employment Business may be referred to the Agency Worker Handbook for information, policies and procedures that are applicable to them in the course of their activities or relationship with us.



Qualifying Period

A week counts as any seven (7) days that you work in, from the day your assignment began.

A week still counts towards the twelve (12) week qualifying period if you do not work because of:

- pregnancy
- childbirth
- maternity leave that you take during pregnancy and up to twenty-six (26) weeks after the birth
- paternity leave
- adoption leave
- shared parental leave

A week does not count towards the twelve (12) week qualifying period if:

- the total break you have between two (2) periods of work is no more than six (6) weeks
- you are absent due to sickness or jury service for twenty-eight (28) weeks or less
- you take any of your holiday entitlement
- the workplace shuts down, for example for Christmas or industrial action

Your twelve (12) week qualifying period will start again if you:

- go back to the same assignment after a break of six (6) weeks or more that's not due to any of the reasons in the lists above
- go back to the same role after twenty-eight (28) weeks' absence due to sickness or jury service
- start a substantively different assignment with a new hiring organisation/client

After a '12-week minimum qualifying period', you are entitled to certain rights which will be outlined within this document.

Working Hours

After the 12-week qualifying period, you have the right to the same working patterns and rest breaks as direct employees of the hiring organisation. This includes any entitlement to longer lunch breaks or other breaks.

Remuneration

After the qualifying period, you are entitled to the same rate of pay as direct employees of the hiring company/client.

The right to equal treatment to pay includes:

- basic pay
- holiday pay that's more than the legal minimum
- individual performance-related bonuses
- commission
- overtime pay allowances for working shifts or unsociable hours

The right to equal treatment to pay does not include:

- bonuses linked solely to company performance or to reward long-term loyalty • expenses
- enhanced maternity, paternity and adoption pay and Shared Parental Pay
- company pension schemes
- redundancy that's more than statutory
- sick pay that's more than Statutory Sick Pay (CSP)
- guarantee payments
- season ticket loans
- paid time off for trade union duties

Please note that your rights are based on those of a comparable worker – that is someone directly recruited by the company you are hired into to do the same job at the same time. If there are no comparable workers or employees you're not entitled to equal treatment.

Holiday and Other Leave

Your holiday leave may be restricted to a minimum period, dependent on your working pattern and the needs of the business. For example, you may be required to take leave as a full or half-day.

When requesting holiday leave, you should complete a holiday form and submit it to the client Management for approval. You are required to provide us with a minimum of seven (7) days' notice of approved holiday leave via e-mail, wherever possible.

To ensure that the business is able to continue to operate effectively during holiday periods, all holiday leave is subject to client Management approval.

In considering requests for holiday leave, the following factors may be taken into account:

- Holiday leave or absence of other workers, for any reason
- The volume of work at the time, including seasonal and industry-related variations
- The impact on the workload of others
- The amount of notice provided by you
- Your holiday leave and absence history for the current holiday year

You will not be entitled to carry over any holiday entitlement to the following holiday year, unless there are exceptional circumstances and with express permission from Management. In the event that you have been prevented from using your full holiday entitlement because of reasons outside of your control, you need to discuss your concerns with Management.

Some annual leave will automatically carry over where you are prevented from taking this due to longterm sickness.

It is a statutory requirement that you take a minimum of twenty (20) days holiday leave within the holiday year. If your engagement commences or terminates part way through the holiday year, holiday entitlement will be calculated on a pro-rata basis.

Should you have holiday entitlement owing to you at the end of your engagement, you will receive the outstanding balance as a payment in lieu. Similarly, should you have taken holidays in excess of the number of days accrued, we reserve the right to recover a sum equal to the number of excess holidays taken.

After the twelve (12) week qualifying period, you have the right to the same amount of holiday and holiday pay as direct employees of the hiring organisation.

Agency workers are required to make GP and dentist appointments outside of normal working hours. Workers attending hospital appointments are required to show an appointment card to Management, and an appropriate Manager/Supervisor on our client site, prior to attending the appointment.

Sickness and Injury Policy

Should you be unable to attend work due to illness or injury, you must notify us as soon as possible, and at the very latest, within one (1) hour before the time at which you are due to start work.

You should notify us of when you will be able to return to work, and update us with any change to this date as soon as possible.

You will need to complete a Sickness Self Certification form once your absence has continued for longer than seven (7) calendar days.

Should your absence be for a period in excess of seven (7) calendar days, a doctor's certificate must be forwarded to us by the eighth (8th) day of absence. Thereafter, medical certificates must cover any continued absence and you should have certificates (either self-certification or a Doctor's certificate) to cover the entire period of your absence.

On being fit to return to work, you must contact us to let us know as far in advance as possible of the proposed date of your return. Should you fail to notify us of your intended return to work following a period of sickness or injury absence and you simply turn up for a work assignment unannounced, you may be sent home for the day without pay, if alternative arrangements have been made to cover your duties.

On your agreed return to work following a period of absence of a half day or longer, we will require you to attend a 'return to work' meeting via telephone. The purpose of a 'return to work' meeting is to discuss the reasons for your absence, and your fitness to return to your normal duties, compliance with the notification procedures and your attendance record in general.

A copy of the return to work documentation completed during this meeting will be emailed to you in order for you to verify the contents.

Statutory Sick Pay (SSP) is only payable on 'qualifying days' which are your normal working days and are communicated to you upon commencement of assignment.

The first three (3) qualifying days of sickness or injury absence do not attract SSP and these are called 'waiting days'. Where there are linked periods of sickness or injury absence of four (4) days or more (i.e. more than one such period of absence within a fifty-six (56) days period) then only one period of waiting days is served.

Should you qualify for SSP, you will receive any sick pay through your normal pay procedure and any payments made will be subject to National Insurance and Income Tax Deductions.

Family Friendly Policy

Agency workers are not entitled to maternity leave, but you can stop working to care for your child. In order to do this, you will need to inform us of the dates you will be unavailable for future assignments.

You may, subject to eligibility criteria, be entitled to:

- Statutory Maternity Pay
- Maternity Allowance
- Statutory Paternity Pay
- Statutory Adoption Pay
- Shared Parental Pay

If you inform us that you are pregnant, we will communicate this to our client, who will assess whether any work you are completing on an assignment is still suitable for you by identifying any risks, and determining whether risks should, or can be removed.

If the work is not suitable or the client cannot reasonably remove risks, the assignment can be ended and the we will either:

- find you other suitable work
- pay you for at least the expected length of the original assignment

If we find you other suitable work but you refuse it without a valid reason, you will not be entitled to any payments.

After the qualifying period, pregnant workers are entitled to paid time off for antenatal appointments

The expectant father, the mother's partner and/or Parental Order parents are entitled to take unpaid time off to accompany the expectant mother to an antenatal appointment on up to two (2) occasions, not exceeding six and a half hours per appointment.

Equality Policy

The aim of this policy is to ensure that no worker or job applicant is treated less fairly because of their religion or belief; race (including ethnic origin, colour, nationality and national origin); age; sex; sexual orientation; gender reassignment; disability; being married or in a civil partnership; pregnancy or maternity or other conditions not justified in law or relevant to the performance of their work.

Every possible step will be taken to ensure individuals are treated equally and fairly and that decisions on recruitment, selection, training and pay are based solely on objective and job-related criteria.

If you suspect there are discriminatory acts or practices you should notify Management of this.

Any allegations or complaints of discrimination in relation to the protected characteristics as outlined in this policy will be dealt with seriously, confidentially and timely.

We will not tolerate any act of victimisation or retaliation against a worker who has made allegations or complaints of discrimination by another, or provided information about such discrimination. Such behaviour may result in the termination of the worker's agreement.

The recruitment process will result in the selection of the most suitable person for engagements and assignments in respect of experience and qualifications.

Recruitment publicity will positively encourage applications from all suitably qualified and experienced people.

When advertising job vacancies and in order to attract applications from all sections of the community, we will, as far as reasonably practicable:

- Ensure advertisements are not confined to those areas or publications that would exclude or disproportionately reduce the numbers of applicants of a particular gender, racial group or age
- Avoid prescribing any unnecessary requirements, which would exclude a higher proportion of a particular gender, racial group or age
- Avoid prescribing any requirements as to marital status

If we consider it necessary to set age limits as a matter of our general recruitment policy or as a criterion of any specific job, the reason for this will be justifiable and non-discriminatory.

All applications will be processed in the same way. The individual responsible for short-listing, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application.

If it is necessary to assess whether personal circumstances will affect the performance of the job (for example, if the job involves unsociable hours or extensive travel), this will be discussed objectively, without detailed questions based on assumptions about race, religion or belief, sex, age, national origin, disability, sexual orientation, marital status, children and domestic obligations or indeed if they are pregnant.

Women and men engaged by us are entitled to equal pay if they are undertaking work which is substantially similar or is of equal value to the organisation, unless there are specific and clear reasons unconnected with their sex, which explain and justify any difference in pay.

In some cases, individuals carrying out similar work may receive different salaries because of seniority, incremental points, qualifications and other such factors.

Harassment and Dignity Policy

We believe that all workers, visitors and anyone else working with, or within the Employment Business should be treated with dignity and respect whilst at work, engaging with us, or attending our premises.

We therefore intend to provide a neutral working environment in which no one feels threatened, bullied or intimidated.

This policy details our expectations for behaviour and the procedures that would apply should a worker be subject or witness to any form of harassment.

Harassment in general terms can be described as unwanted behaviour that a person finds intimidating, embarrassing, humiliating or offensive. We will not tolerate any form of harassment in the workplace

Harassment takes many forms, occurs on a variety of grounds and may be directed at one person or many people, including:

- Physical contact or threatening behaviour
- Being offensive, abusive, malicious, insulting or intimidating
- Jokes, offensive language, gossip, slander, sectarian songs and letters
- Posters, graffiti, obscene gestures, flags, bunting and emblems
- Isolation or non-co-operation and exclusion from social activities
- Intrusion by pestering, spying and stalking
- Engaging in unjustifiable criticism
- Imposing a punishment upon a fellow employee without reasonable justification
- Coercion for sexual favours
- Pressure to participate in political or religious groups

This list is not exhaustive.

The behaviour of one worker to another may be unwelcome, but provided it is not outside normal workplace activity, would not be regarded as harassment unless it continued after the worker made it clear that they were offended. It is important for workers to make it clear by their words and actions that they are offended and do not wish the behaviour to be repeated. However, where the behaviour of the worker is sufficiently serious, it will be harassment on a first offence.

It is preferable that complaints are dealt with informally wherever possible. This will ensure that we can reach acceptable solutions quickly, with minimum upset, embarrassment and risk to confidentiality.

If you feel subject to any form of harassment you should make clear to the person who is harassing you that their behaviour is unwelcome and that you want it to stop. This would include contacting or escalating to management within the hiring organisation if appropriate. It may be appropriate for complaints of this nature to be handled in accordance with the hiring organisation own procedures.

If this is not appropriate, or does not resolve your concerns, then you should discuss the situation with our Management.

Should the unwanted behaviour continue or be unresolved following the informal procedure, or if the perceived harassment is of such a serious nature that you feel unable to raise your concerns informally, you should put your complaint in writing. In such circumstances, we may refer to the Grievance Policy where you may be invited to a hearing to outline the full details of your complaint.

If necessary, we would make a recommendation to our client to separate you from the alleged harasser to enable an uninterrupted investigation to take place, which may involve a temporary transfer of you, or the alleged harasser to another assignment, where appropriate.

If deemed necessary due to there not being an appropriate representative available, we may appoint a suitable third party to act on our behalf at any stage within this procedure.

Health and Safety

You must ensure that you have read and understood any of our, and our clients' Health and Safety policies or procedures under which you have obligations.

Any breach or non-observance of the Health and Safety policies or procedures may result in the termination of your agreement.

Should you have an accident whilst working on an assignment, you are required to notify both the client Management and our Management as soon as possible, and adhere to any accident reporting procedures in place at the relevant client site.

Accident forms should be completed correctly and fully wherever available, and returned to the relevant personnel.

Where appropriate, we will work in conjunction with our client in order to investigate accidents or incidents in order to assess if any actions are required.

Workers will be notified of PPE requirements prior to their assignment, and who will be responsible for providing the relevant equipment.

Disciplinary Policy

The purpose of our disciplinary procedure is to help and encourage everyone to achieve and maintain our standards of conduct, the aim of which is to ensure consistent and fair treatment for all.

In the first instance, any concerns regarding conduct will be discussed with you informally by us, and you will be provided with expectations for improvement. Typical examples of areas of concern may be poor performance, unacceptable and unexplained absenteeism, poor conduct and behaviour whilst on an assignment.

In the event of serious, or continued misconduct, the matter would be investigated in order to determine whether to proceed with a disciplinary procedure.

The following key principles would apply in relation to a disciplinary procedure:

- Formal disciplinary action will not be taken against you until investigations of the facts have been carried out
- Prior to any formal hearing you would be advised in writing of the nature of the complaint against you and provided with sufficient time and information for you to prepare
- Throughout the disciplinary procedure we will ensure, where practicable, that each stage is carried out by independent parties
- Should you be invited to a formal hearing you will have the right to be accompanied by a colleague of your choice or registered trade union official
- You will be given the opportunity to state your case before any decision is made
- You will receive written notification of, and the reasons for the Company decision, whatever the outcome of the disciplinary hearing
- All parties involved in disciplinary procedures will maintain absolute confidentiality at all times and a breach in confidentiality may result in that person being subject to disciplinary action

We reserve the right to shorten, or dispense with the disciplinary procedure at our discretion, and terminate your agreement.

Grievance Policy

A grievance is any situation or act that is felt by a worker to be unfair or unacceptable, which, if not dealt with, may develop into major disputes.

Should you have a concern about work duties or working environment whilst on assignment, this should be raised with our client in the first instance.

Our client may wish to handle the matter in accordance with their formal procedure, however, if concerns remain unresolved, please notify management immediately.

Should you have a complaint about a duty owed to you by the employment business, you should address this to management in writing.

All concerns will be dealt with informally in the first instance and wherever possible, however, if it is deemed necessary by ourselves, we may proceed to a formal grievance procedure.

The following key principles would apply in relation to a grievance procedure:

- Any formal grievance should be detailed in writing
- Should you be invited to a formal hearing you will have the right to be accompanied by a work colleague of your choice or registered Trade Union official
- You will receive written notification of the Company decision and reasons regarding the outcome of your grievance
- All parties involved in grievance procedures will maintain absolute confidentiality at all times

We reserve the right to shorten, or dispense with the grievance procedure at our discretion.



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