

# JOB SEEKER HANDBOOK

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This handbook provides a basic guide as to how the agency engages and informs any job seeker registering for services with them. Such a document will assist in conforming to the Conduct Regulations (2003) and providing transparency between all parties. TEAM Members should read the document carefully and add or subtract procedures and processes as relevant. In particular, the agency may wish to consider matters relating to:

- Agency Worker Regulations
- Conduct Regulations
- Employment Status of Workers (The sections in this draft are based upon workers being engaged on Contracts for Services)
- Time Sheets and pay processes
- Master/Neutral Vendors
- Third party Intermediaries, e.g. Umbrellas
- Complaints Procedures
- Additional Contracts/Paperwork

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## 1. WELCOME

Welcome and thank you for the opportunity of assisting with your search for future employment. You may be seeking work for the first time, a complete lifestyle change, temporary work, or an employed position. Whatever the circumstances we should explain how we can assist. We operate as an employment business for the supply of temporary workers where we engage you to supply your services to a client who will supervise and control your work, and as an employment agency where we introduce you to a client who will employ you direct. **We do not charge you for finding or securing you work.** This brochure provides a step by step guide and we urge you to read it carefully. In addition to observing laws against discrimination, we aim to positively promote equal opportunities. As a worker in any capacity you have the benefit and protection of various legislation. We are Members of TEAM and their website contains some useful links to government departments and agencies that may assist you. (<https://www.jobsatteam.com/job-seeker/job-seeker-useful-links>) .

**When you register with us, whether seeking permanent or temporary work, you will be required to provide us with certain personal data. Some information will be necessary in seeking to match your skills and abilities to an appropriate job opportunity and other information is required by legislation and regulation. Please see our Privacy Policy on our website [\[insert link\]](#) for further information on how we collect, use and process your personal data.**

Our website details our services and a selection of current vacancies. [Agency website]

You may also wish to visit <https://www.jobteam.co.uk/> the job board available to all TEAM Members

We are here to help – any queries please do not hesitate to ask.

## 2. A GENERAL GUIDE

Upon registration and before any contractual terms are discussed and agreed you will be provided with a Key Information Document (KID). This document provides specified information on pay related facts and assignment information. It will also show an example of how any deductions or charges may affect your pay.

**Before you commence an assignment or accept employment you will be given information about the proposed position including:**

- The identity of our client
- Job Title
- Duration of contract
- All remuneration and pay intervals
- Any known risks to health and safety and steps client has taken to prevent or control such risks
- Start Date
- Work Breaks
- Notice periods
- Experience, training and qualifications required
- Location
- Work days and times
- Sick leave and pay

In the case of permanent recruitment, the minimum salary and length of notice will also be confirmed to you.

## 3. EMPLOYMENT BY CLIENT (PERMANENT WORK)

Clients provide us with details of vacancies and from our database of job seekers we select the most appropriate to match client's requirements. Here is how the process affects you:

- You will be asked to complete an application form and provide a CV. Ensure your CV is concise, up to date with most recent experience listed first.
- We will require documentary evidence of your identity and confirmation you are entitled to work in the UK.
- You will be interviewed by a consultant; this provides more information so we can advise on job opportunities. You may be asked to undertake assessments to assist in identifying your skills. Using information gained we will seek to arrange interviews.

Being interviewed by an employer is a very important step. Prepare yourself by thinking about questions you want to ask

and may be asked.

Following interviews, we will discuss with you any relevant feedback. Some clients may require further interviews and/or tests. In due course our client will decide on whether to make you an offer of employment.

**If you are already in employment, we strongly advise you to wait for our client to confirm details of their offer in writing before you resign.**

If within 3 months of your engagement we receive or otherwise obtain information, which gives us reasonable grounds to believe you may be unsuitable for the position you have filled, we are required to inform our client.

#### 4. TEMPORARY AND CONTRACT WORK

**Clients daily provide us with many and varied temporary work opportunities.**

Temporary work can combine reward, variety and flexibility and an opportunity to gain a wide range of skills and practical experience. It can also lead to direct employment as often clients offer temporary workers positions during or following temporary assignments. Here is what will happen:

- You will be provided with a Key Information Document/s which will provide specified information about pay related facts and assignment information.
- You will be asked to complete an application form and provide a CV if you have one.
- We will require documentary evidence of your identity and entitlement to work in UK.
- You will be interviewed by a consultant; this provides more information so we can advise on work opportunities.
- Dependent upon the type of work you are seeking, you may be asked to undertake assessments to assist in identifying your skills and abilities.
- When an assignment is offered, we will give you written details of the assignment and we will inform you what skills, training, qualifications and any authorisation required by law or a professional body the client (and we) consider necessary for the assignment.
- As a temporary worker you may be engaged on a contract for services. **For clarity in this instance you are not employed by us or our client. Please read this contract carefully.**
- On assignments please be punctual, polite, appropriately dressed, flexible and co-operative. Comply with all reasonable instructions from your consultant or our client.
- Improper conduct, possession or abuse of illegal substances such as drugs, theft, etc, will result in you being instructed to end assignment immediately, removed from our database and appropriate action taken.
- You should not undertake any work outside your capabilities without receiving appropriate training and supervision.
- Tell us if our client asks you to work different hours or functions than we originally confirmed to you.
- If for any reason you experience difficulties with an assignment or are going to be late or absent - tell us first.
- Assignments can vary in duration and client requirements can change. The more adaptable and available you are, the more assignments you will be offered.
- If during an assignment or after end of an assignment, a client wishes to engage you direct, we may be entitled either to charge the client an introduction fee or to agree an extension of the hiring period with the client.

- If within 3 months of a direct engagement we receive or otherwise obtain information, which gives us reasonable grounds to believe you are or may be unsuitable for the position you have filled, we must inform our client.

**It is important you keep in touch with us whilst you are registered and seeking work**

## References

Before we offer you an assignment, we will need to obtain replies from independent referees. We will not approach any current employer without your consent. All references received are treated as confidential. For avoidance of doubt this includes disclosure under the Data Protection Act.

## Time Sheets

Normally when you accept an assignment, you are provided with a time sheet which details where, when and to whom you must report for work. Record hours you work on time sheet and at end of each week (or end of booking if less than a week) ensure an authorised client representative signs your time sheet. (Normally person to whom you report has appropriate authority).

Ideally leave a copy of your signed timesheet with the client and provide the original to us to arrive by [9.30am the following Monday,] to enable prompt payment of your wages.

## Agency Workers Regulations 2010

These Regulations came into effect on 01/10/11. Broadly they provide all agency workers on assignment the right to equal treatment after 12 weeks on assignment and all workers certain rights from Day 1 of the assignment. This may or may not alter your initially agreed remuneration and terms. In the event of your assignment exceeding 12 weeks you will be provided with further information and terms relating to your assignment. We will have made enquiries of our client as to whether any additional terms would apply to your specific assignment by comparing it to specific comparable permanent employment terms with that client. Whilst not exhaustive this will include reviewing basic working and employment conditions such as:

- Pay
- Working Time
- Overtime/Shift periods
- Holiday pay
- Access to facilities/amenities and employment opportunities. **(These rights are available to all workers on commencement of the assignment.)**

Without affecting your statutory rights, we reserve the right to assess and calculate any monetary difference between your terms before and after the 12-week period and any difference may be paid as remuneration e.g. any additional holiday entitlement over statutory minimum will be paid in lieu. You additionally have the right after 12 weeks to request from us/client a written statement within 28 days about any aspect of equal treatment you may be concerned about. Please ensure you inform your consultant if you have ever worked for this client before.

## 5. ABSENCE BECAUSE OF SICKNESS OR INJURY AND SICK PAY

- Reporting and Recording - Agency workers absent from their assignment due to sickness or injury (or someone on their behalf if they are unable to) must report this to their Consultant by telephone before assignment commences.
- For any absence for sickness or injury workers will be required to provide a self-certificate (available via your Consultant) upon returning to work. If absence exceeds, or is likely to exceed, one week, workers must obtain from their doctor a medical statement expressing the doctor's view of the worker's fitness to work. Workers must send this statement or hand to their Consultant. If further certificates are required, these must be similarly submitted.

- Failure to comply with these arrangements may have the effect of disqualifying the worker from entitlement to Statutory Sick Pay (SSP).
- Sick Pay - During absence for illness (which includes injury or other disability) normally agency workers will be entitled to statutory sick pay for qualifying days in accordance with appropriate rate of SSP. No SSP is payable for the first 3 qualifying days of each period of sickness but thereafter SSP is payable for a maximum single period of incapacity to work for 28 weeks (subject to eligibility). If the SSP period exceeds 28 weeks, DSS will assume responsibility for payment of any sickness benefit due.

## 6. YOUR PAY

### Hourly Pay Rate

Your consultant will tell you hourly pay rate before each assignment. This will be confirmed in writing before assignment commences or at latest within 3 working days of commencement (unless you have worked on similar assignment within previous 5 working days and pay rate is the same).

### National Minimum Wage (NMW)/National Living Wage (NLW)

**From 1 April 1999 workers must be paid at least National Minimum Wage (NMW) or if aged 25 or over, the NLW from 1/4/2016. Details of current rates available on ( <https://www.gov.uk/national-minimum-wage> ) or from your Consultant. For avoidance of doubt NMW is gross pay before any allowable deductions. In some cases, deductions from pay may reduce your hourly pay rate to less than NMW. Allowable deductions are mainly:**

- National Insurance and Income Tax
- Repayments of advances or loans or overpayments of previous pay
- Deductions not for our own benefit, e.g. transport, safety shoes, etc. if you have chosen to use these facilities.

### Pay Day

Normally you will be paid weekly, one week in arrears. This means you will be paid for your first week's work on [Friday] of your second week. You will receive an itemised payslip each week. If [Friday] is a public holiday, you will be paid on previous/ next working day.

### Pay Method

By BACS direct into your bank or building society account. If you do not have an account you may instruct us to pay into an account of another person, at your own risk.

### Deductions

Although you are not our employee, we are obliged to deduct National Insurance and Income Tax (through PAYE) as applicable.

**[If you choose to use transport provided by us or to purchase special work apparel from us, a contribution towards the cost may be deducted from your weekly pay; your consultant will tell you how much in advance; you are not obliged to use these facilities.]**

### Your Tax

**You must give us P45 tax form you received from your last job. If no current P45 or any special tax status, ask us for a P46 to fill in otherwise basic rate tax will be deducted from all your pay. If you receive P45 from previous job while working for us, please give it to us even if you filled in a P46.**

Your National Insurance number (NINO) is key to your tax record. If you do not know your NINO, ask local DSS office. If claiming benefit, tell DSS when you are working. If you stop working for us, your P45 will be sent as soon as possible to your last known address. Our tax office is: **[Agency's tax office]**

Telephone: [tel no and reference]

Quote NINO whenever you contact tax office.

## 7. IDENTITY AND ENTITLEMENT TO WORK IN UK

We must have documentary evidence of your identity and your entitlement to work in UK. A passport will confirm your identity and normally entitlement to work in UK (unless Work Permit also required). If you do not have a passport or similar residency document, we will require two documents: Firstly, a document issued by a previous employer, Inland Revenue, Department for Work and Pensions or Employment Service showing your name and permanent NINO; this can be P45, P60, tax coding notification, printed payslip, NINO card or letter from a Government agency; and secondly, either: full birth certificate issued in UK, which includes name of at least one of your parents, or birth certificate issued in Channel Islands, Isle of Man or Ireland; or letter from Home Office confirming you are entitled to work in UK.

## 8. OPT OUT OF 48 HOUR WORKING WEEK

Working Time Regulations provide that most workers shall not work more than a Working Week of an average of 48 hours each week calculated over a 17-week reference period unless otherwise agreed in writing.

**If you agree to opt out of limit, complete appropriate form. You may end opt out by giving us at least 14 days' notice in writing to expire at end of a week, which ends at midnight Sunday unless there is an agreement to contrary. Any such notice shall not be construed as termination by you of an assignment with a client.**

**Opt out does not apply to adolescents (16 and 17 year olds) as they are restricted to working no more than 8 hours a day or 40 hours a week.**

## 9. ENTITLEMENT TO PAID LEAVE

Annual entitlement to paid leave is currently 28 days. All entitlement should be taken within leave year unless prevented by a period of other leave, eg: Sick, Maternity, Paternity or Adoption.

- Entitlement accrues in proportion to time worked in leave year.
- Paid leave is paid at your average hourly rate based on a reference period of 52 weeks or if less the number of weeks worked.
- When you cease to work with us, you are due a payment in lieu of untaken entitlement.
- When you take some or all your paid leave entitlement you should give us notice of at least twice the amount of intended leave e.g. (1 week's leave = 2 weeks' notice and so on).
- Public Holidays not worked will not be paid unless you notify us, they are to be part of your leave entitlement.

## 9. STATUTORY MATERNITY & ADOPTION PAY

If you become pregnant whilst working for us (or matched for adoption) and want to know if SMP/SAP is payable, ask your Consultant for a form to calculate whether you qualify under SMP/SAP rules. If you qualify for SMP/SAP, you must give us a Maternity/Matching Certificate normally 28 days before you want to start receiving SMP/SAP. If you fail to qualify for SMP/SAP but have worked and paid NI for 26 weeks of 66 weeks before your baby due, normally you will qualify for maternity allowance.

## 10. STATUTORY PATERNITY PAY

If you expect to have responsibility for a child's upbringing and are the biological father or the mother's husband or partner, have been working through us for 26 weeks leading into 15<sup>th</sup> week before expected week of birth (or adoption) and want to know if you qualify for SPP, ask your Consultant for a form to calculate whether you may qualify under SPP rules.

To be eligible you must be available to work through us up to actual date of birth (adoption) and entitlement cannot be established until then.

## 11. PERSONAL RECORDS

Please remember to tell us if personal details change, in particular your bank account details or address.



## **12. HEALTH & SAFETY AT WORK**

Our policy is to ensure our clients and workers are aware of their responsibilities to achieve a safe working environment. Everyone must take care of their health and safety at work and young or inexperienced workers require special consideration.

Under our terms of business, clients are asked to provide appropriate instructions and information regarding any risks known to them to which workers may be exposed and steps client taken to prevent or control such risks. Any information we obtain from our client relating to your health and safety on an assignment will be made available to you before the assignment starts. If you are to work at night (at least 3 hours between 11.00 pm and 6.00 am) you are entitled to apply (normally at least annually) for a free fitness assessment to be carried out to ensure you are fit to work at night.

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## Your Responsibilities

Please use common sense to assess any risks to your health and safety during your assignment and take all reasonable steps to safeguard your own health and safety and any other person who may be affected by your actions. Women must consider any special needs due to pregnancy or recently having given birth. If you are under 18 you must tell your supervisor. If asked to use unfamiliar equipment or lift heavy objects or do anything you are not sure about, please ask your supervisor for advice. You must comply with client's health and safety at work policy and observe rules and regulations to which your attention has been drawn or which you might reasonably be expected to ascertain. You must cooperate with client on health and safety matters, following instructions to ensure safe system of work and telling client about any dangers in the workplace which come to your notice. You must report to client any injury (including as result of physical violence) or accident relating to your work or workplace. You must wear any protective clothing and equipment (PPE) you have been told to wear to carry out assignment. Protective clothing may need to be worn by most manual workers and by workers in hazardous environments such as factories, kitchens, hospitals, clean rooms, construction sites, etc. [When PPE must be worn it may be the responsibility of agency workers to supply their own suitable PPE and the responsibility of the client to ensure agency workers have suitable PPE to wear before work commences.]

If you are working in the catering industry and/or handling food, you must be in hygienic good health. If you have been in contact with anyone who is or may be suffering from an infectious or contagious illness you must seek medical advice and not report for work whilst in danger of infecting other persons.

If a doctor advises you have a work-related reportable disease, tell your supervisor and your consultant.

## General Fire Safety

- Be aware of instructions in case of fire, fire drills, fire fighting equipment and fire exits at your workplace.
- Do not obstruct escape routes.
- Keep fire doors shut.
- Observe no smoking rules.
- Do not allow rubbish to accumulate.

## VDU Users

Normally problems related to display screen use can be overcome by good ergonomic design of equipment, furniture, working environment and tasks performed. If you are experiencing health problems you feel are associated with or aggravated by your workstation or work practices, report them promptly to manager/supervisor. Where use of display screen equipment is a significant part of normal work, users are recommended to have regular eye and eyesight tests. Cost of tests is the personal responsibility of the agency worker as is the supply of any special eyesight corrections (normally spectacles) if required.

## 14. PENSION

We will comply with any employer pension duties that apply to you in accordance with Part 1 of the Pensions Act 2008. **You will be automatically provided with paperwork to be auto enrolled in a statutory workplace pension scheme. Contributions are as follows:**

Timescale	Employer	Employee (inc. Tax Relief)
6 <sup>th</sup> April 2019 onwards	3%	5%

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