



Candidate Information Handbook

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WELCOME TO FIRST CHOICE RECRUITMENT

Congratulations! You are now a valuable member of the First Choice Team. We hope that when you first start to work for us it is the beginning of a successful partnership.

Once you start work with us you will receive a comprehensive Questions and Answers booklet – please take the time to read it as it contains essential information regarding your time with First Choice Recruitment.

Remember that we are here to help so please do not hesitate to ask us if you have **ANY** queries, questions or problems.

Our office hours are: Monday to Friday 8.00am – 5.00pm

In case of sickness or an emergency, we operate an out of hours service on 01924 201155. Please leave a clear message with a contact telephone number and date and time of the message. If you are unable to get to work due to sickness or for any reason, you must contact your consultant immediately on the above number.

Benefits

- We pay directly into your bank account on a Friday, one week in arrears.
- 28 days (pro rata) holiday pay. You will receive more detailed information about our Holiday Pay Scheme in the Questions and Answers booklet once you start working with us.
- You might be entitled to extra holidays through the Agency Workers Regulations 2011 (AWR)
- Access to a pension scheme through the Government Pension Reform which came in to force in October 2012.
- Interview Guidance and advice

Timesheets

You will receive a Timesheet for each week that you work. Please ensure that the client signs the timesheet and the total hours are calculated accurately to the nearest quarter hour. This is essential to administer your pay accurately.

We must receive your timesheet no later than **10.00am** on a Monday morning following the week you have worked. We can receive your timesheet scanned and emailed, by post, fax or by hand. Please keep a copy for your own records.

Please ensure that your bank details, National Insurance number and, where possible, your P45 are sent to us no later than the Wednesday before your first pay day if you have not already provided this information at interview.

We look forward to working with you.

CONFIRMATION OF RECEIPT OF HANDBOOK

I _____ confirm that I have received, read, understood, and have had the opportunity to ask questions regarding the following enclosed information:

- Agency Workers Regulations (AWR)
- Holiday Pay for Temporary Workers
- Equal Opportunities
- Health and Safety policy
- Frequently Asked Questions

Signed: Date:

If you have any further questions regarding any information found in this booklet or any other queries, please do not hesitate to contact me on **01924 201155**

OPT-OUT OF 48 HOUR WORKING WEEK ARRANGEMENT

1. DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply:-

- “Assignment”** means the period during which the Temporary Worker is supplied to render services to the Client;
- “Client”** means the person, firm or corporate body requiring the services of the Temporary Worker;
- “Employment Business”** means First Choice Advantage LLP t/a First Choice Recruitment, 22 Silver Street, Wakefield, WF1 1UY
- “Working Weeks”** means an average of 48 hours each week calculated over a 17-week reference period;

“Temporary” means

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The heading contained in these Terms is for convenience only and do not affect their interpretation.

2. RESTRICTION

2.1 The Working Time Regulations 1998 provide that the Temporary worker shall not work on an assignment with the client in excess of the working week unless he agrees in writing that this limit should not apply.

3. CONSENT

3.1 The temporary worker hereby agrees that the working week limit shall not apply to this assignment.

4. WITHDRAWAL OF CONSENT

- 4.1 The temporary worker may end this agreement by giving the employment business two weeks notice in writing.
- 4.2 For the avoidance of doubt, any notice bringing this agreement to an end shall not be construed as termination by the temporary worker of an assignment with a client.
- 4.3 Upon the expiry of the notice period set out in clause 3.1 the working week shall apply with immediate effect.

5. THE LAW

5.1 These Terms are governed by English law and are subject to the exclusive jurisdiction of the English Courts.

Signed: Date:

HOLIDAY PAY FOR TEMPORARY WORKERS

Working Time Directive (WTR) came in to force to encourage individuals to take time off work and be paid for it. The details are clarified in your Terms of Engagement but the key points are listed below:

You will begin to accrue holiday entitlement from your first day of work.
If you work less than 12 months in a holiday year, the entitlement will, of course, be pro rata. You will accrue holiday on a pro rata basis according to the portion of the holiday year you have worked.

Your annual entitlement is 5.6 weeks (28 days) pro rata paid leave in each holiday year.
You may be entitled to extra holidays under the terms of the Agency Workers Regulation – further details can be found later in this booklet.

Official Bank Holidays will only be paid as part of this entitlement, if booked following the normal procedure.

Your holiday pay will be based on your average gross earnings (not including previous holiday pay taken) over the weeks prior to your holiday.

You must give notice in writing of your intention to take paid leave on a Holiday Pay Request Form. Failure to submit the form to the Business Support Department (clarehaywood@firstchoice-uk.com) will result in non-payment of holiday pay. Forms should also be submitted with sufficient statutory notice:-

- 1 days holiday = 2 days notice;
- 1 weeks holiday = 2 weeks notice;
- 2 weeks holiday = 4 weeks notice etc.

Failure to do so will also result in delayed payment.

Holidays may only be taken with the prior agreement of your Consultant and our Client.

You may be required to defer your holiday to a later date because of the requirements of the client. Where this is the case, you will be notified as soon as possible.

The amount of holiday you may take at any one time can be up to the amount that you have accrued.

All holiday you have accrued during the course of the holiday year must be taken before the end of that year or you will lose it. You may not carry any entitlement forward into a new holiday year and money cannot be paid in lieu.

For the purposes of calculating entitlement to leave, the leave year commences on the date that you start an Assignment or a series of Assignments.

Additional holiday request forms are available from the offices of First Choice Recruitment or by visiting our website at www.firstchoice-uk.com

If you leave you will automatically receive any outstanding holiday entitlement paid with your final wages.

All holiday pay is calculated by a computerised system. If you have any queries with holiday pay, these should be addressed in the first instance to the Business Support Department. If you are still dissatisfied, you should speak to your Consultant who will refer your query to their Manager. If the query remains unresolved at this stage, the Directors of First Choice Recruitment will be informed in writing. The Directors decision is final.

EQUAL OPPORTUNITIES POLICY

[This Equal Opportunities Policy has been drafted with reference to the REC Equal Opportunities Code which has been approved by the Commission for Racial Equality.]

1. GENERAL

First Choice Advantage LLP is committed to a policy of equal opportunities for all and shall adhere to such a policy at all times and will review on an on-going basis on all aspects of recruitment to avoid unlawful or undesirable discrimination. First Choice Advantage LLP will treat everyone equally irrespective of sex, sexual orientation, marital status, age, disability, race, and colour, and religion, ethnic or national origin and places an obligation upon all staff to respect and act in accordance with the policy. First Choice Advantage LLP is committed to providing training for its entire staff in equal opportunities practice.

First Choice Advantage LLP 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. First Choice Advantage LLP will ensure that each candidate is assessed only in accordance with the candidate's merits, qualification and ability to perform the relevant duties required by the particular vacancy.

First Choice Advantage LLP will not accept instructions from clients that indicate an intention to discriminate unlawfully.

2. SEX AND RACE DISCRIMINATION

Unlawful sex or race discrimination occurs in the following circumstances:

a. Direct discrimination

Under the Sex Discrimination Act 1975 and the Race Relations Act 1976 direct discrimination occurs where one individual treats another individual less favorably on grounds of their sex or race than he treats or would treat other persons.

It is unlawful for a recruitment consultancy to discriminate against a person on the grounds of their sex, colour, race, and nationality, ethnic or national origins: -

- in the terms on which the recruitment consultancy offers to provide any of its services;
- by refusing or omitting to provide any of its services;
- In the way it provides any of its services.

Direct discrimination would also occur if a recruitment consultancy accepted and acted upon a job registration from an employer which states that certain persons are unacceptable because of their sex, colour, race, nationality, or ethnic or national origins, unless one of the exceptions applies.

b. Indirect Discrimination

A claim of indirect discrimination arises when an employer applies a requirement or condition generally, but which is such a proportion of persons from one racial group who can comply with it is considerably smaller than the proportion of persons not of that racial group who can comply with it.

Indirect discrimination would also occur if a recruitment consultancy accepted and acted upon an indirectly discriminatory instruction from an employer.

First Choice Advantage LLP will not discriminate unlawfully when selecting candidates or temporary workers for submission for a vacancy or assignment or in any terms of employment or terms of engagement for temporary workers.

Q: When will I receive my wage slip?

A: Wage slips are sent 1st class on a Thursday and should be with you by Friday morning. However we cannot guarantee the post, so if you do not receive a wage slip it does not necessarily mean you have not been paid. In this instance please check with your bank branch.

It is important that you keep your wage slips in a safe place; you may require the information on them at a later date. Unfortunately there is a charge for the production of duplicate wage slips.

Q: I am a student do I need to pay tax?

A: As from 6th April .2013 A Students P38 is no longer valid. Students will now receive a Form P9T from the Tax Office – once you receive this please ensure you get it to us as quickly as possible. Once a P9T has been received if there is a tax refund due this will be back paid. All students will go on to a normal tax coding prior to a P9T being received.

Q: As an Agency Worker will I be entitled to Sick Pay?

A: Yes, you are entitled to Statutory Sick.

You need to complete a Self Certification Form for the first 5 days – available by request from our office. There are 3 waiting days, which are not paid then Statutory Sick Pay will be paid at the ruling rate that the time, from the 4th day. For any time off sick after the first 5 days you will be required to provide a Doctors Note, and will again receive the statutory rate.

If you have any other queries contact the Benefits Agency – Wakefield: 01924 433600

Q: Do I have to give notice when I intend to leave?

A: You are working under a Contract for Services and as such are not required to give any notice although it would be courteous to do so, in order that we are able to complete final paperwork with your last wage.

Q: When I leave when will I receive my P45?

A: You need to inform your Consultant of your leaving date. This will ensure that your P45 along with any outstanding holiday pay will be forwarded the week after your final wage slip.

Q: When do I receive my P60?

A: If you are still with us in April (the end of the tax year), you will receive a copy of your P60. This is an important document that shows Tax and National Insurance details for the tax year. It is essential that you keep this document in a safe place as we are unable to issue duplicates and you will require the information if you are sent a tax return.

If you are not still working with us in April you will not receive a P60, a copy will be forwarded directly to the tax office for their Year End records.

HEALTH AND SAFETY POLICY FOR TEMPORARY WORKERS

Would you please read and acknowledge the following Health and Safety points: -

GENERAL INFORMATION: -

All temporary workers have a responsibility for their personal safety and a duty of care to their co-workers whilst in the workplace.

- The temporary workers responsibilities include: -
- The duty to comply with the safety instructions and directions laid down by the client.
- The duty to refrain from the wilful misuse or interference with anything provided in the interests of health, safety and welfare and any action that might endanger themselves or others.
- The duty of all temporary workers to ensure that the necessary safety precautions are taken and that the necessary safety instructions are given.
- The duty to report any breaches of the rules to the appropriate member of management.

ALL TEMPORARY WORKERS MUST: -

- Comply with clients Health and Safety policy and Control of Substances Hazardous to Health regulations (COSHH)
- Observe the clients safety rules
- Report any safety hazard within their work area or defect in any machinery, plant or equipment to their supervisor.
- Comply with all written or verbal instructions given to them by the client to ensure their personal safety and the safety of others.
- Dress sensibly and safely for their particular working environment or occupations.
- Conduct themselves in an orderly manner in the workplace and refrain from any form of foolish behaviour.
- Use any safety equipment and/or protective clothing provided.
- Avoid improvisation in any form, which may create a risk to their safety and to the safety of others.
- Maintain all tools and equipment in good condition and report any defects to their supervisor immediately.
- Report all accidents to the supervisor whether injury is sustained or not.
- Attend, as requested by the client, any training course, meeting etc. designed to further the interest of health and safety.
- Observe the Pre-Evacuation Procedure and learn the position of all fire equipment and exit routes.

WORKING PRACTICES:-

- Temporary workers must not use any equipment unless they have been trained and authorised to do so.
- Temporary workers must report to management immediately any fault or damage to equipment, which has occurred.
- Temporary workers must ensure all substances, chemicals; liquids etc. are in their designated safe storage area when not in use.

WORKING CONDITIONS/ENVIRONMENT:-

- Temporary workers must make proper use of all equipment and facilities provided to control working conditions/environment.
- Temporary workers must keep areas clear and in a clean/tidy condition.
- Temporary workers must dispose of rubbish, scrap and waste material using facilities provided.
- Temporary workers must clear up any spillages of liquids immediately.

PROTECTIVE CLOTHING AND EQUIPMENT:-

- Temporary workers must use items of protective clothing/equipment provided as instructed and not misuse or wilfully damage any item or protective clothing/equipment, which has been provided.
- Temporary workers must report any damage, loss, fault or unsuitability or protective clothing/equipment to their supervisor.
- Any items of clothing that have been issue must be returned to the employer on completion of the assignment.

FIRE PRECAUTIONS:-

- Temporary workers must conform to emergency procedures as laid down.
- Temporary workers must not obstruct any fire escape routes, fire equipment or fire doors.
- Temporary workers must report any use of fire fighting equipment to their supervisor.

VEHICLES: -

- Under no circumstances are temporary workers to drive or operate any vehicle without authorisation or for which they do not hold an appropriate driving licence or permit.
- Temporary workers must not carry unauthorised passengers.
- Temporary workers must not use the employer's vehicles for unauthorised purposes.
- Temporary workers must not drive or operate vehicles whilst suffering from a medical condition or illness that may affect their driving or operating ability.

MACHINES:-

- Under no circumstances are temporary workers to operate any equipment or machinery without prior authorisation.
- Under no circumstances are temporary workers to operate any equipment or machinery without being trained and have signed relevant paperwork stating so.
- Under no circumstances are temporary workers to operate any equipment or machinery without informing First Choice Recruitment. Prior to usage First Choice will carry out a risk assessment.
- Under no circumstances are temporary workers to remove guards or take shortcuts when operating equipment or machinery.

ACCIDENTS:-

- Temporary workers must seek medical treatment for any injury they may receive, no matter how slight it may appear to be. Upon returning from treatment they must report the incident to their supervisor and First Choice Recruitment.
- Temporary workers must report all accidents to their supervisor and First Choice Recruitment as soon as it is possible (within 24 hours) and ensure the accident book is completed by both on site ad at the First Choice Office.
- Temporary workers must notify their immediate supervisor and First Choice Recruitment where damage has been caused to property or equipment.

HEALTH:-

- Temporary workers must report to their supervisor and First Choice Recruitment any medical condition, which could affect the safety of themselves or others.
- Temporary workers must co-operate with management in the implementation of medical and occupational health provision.
- Temporary workers must report to their supervisor if they have suffered from food poisoning of if someone they co-habit with is suffering from food poisoning.

MANUAL HANDLING OF PRODUCT:-

Manual handling techniques are essential and will assist you in dealing with products safely and effectively. Here are some manual handling tips that you should observe before attempting to handle product.

- Always size up the task and environment before attempting i.e. what you are moving, where are you moving it from, where you are moving it to, and how will you move it.
- Try and assess the weight of the different products before attempting to lift them.
- When dealing with awkward loads, use manual handling techniques in a manner, which is most comfortable to you.
- In all handling activities ensure the body and the object to be handled are as close to one another as possible.
- Knees should be unlocked and feet correctly positioned before carrying out any manual handling task, twisting

FREQUENTLY ASKED QUESTIONS

Q: What should I do if I am unable to get to work for sickness or any other reason?

A: If you are unable to get to work for any reason, you must contact your consultant immediately.
Wakefield: 01924 201155
Leeds: 0113 207 0100
We have an out of hours answering service and messages are picked up regularly.

Q: If I need to take time off to attend an interview whilst temping what should I do?

A: You would need to inform your Consultant so that they are able to let our client know. Please give us as much warning as possible, and try where possible to organise interviews after work or during lunch breaks.

Q: When are the payroll deadlines?

A: You will be forwarded a Timesheet when you commence employment for each week you work. You need to record your hours on a daily basis then calculate the total hours to the nearest quarter hour.
It is essential that you then get the timesheet signed by the client.
We need your signed timesheet in your branch office Monday morning by the deadline time shown on the timesheet in order to process your wage into the bank by Friday. This can be done by scanning, post, fax or in person.

It is your responsibility to ensure we get your timesheet every week.
After your first week you should receive your timesheet with your wage slip. If you do not receive a timesheet at any time please contact the office by phone or drop us an email.

Q: What happens to my P46/P45 when I commence employment?

A: Once we have completed your signed P46/P45 we forward it directly to Wakefield Tax Office. They will then forward you a P6 Coding Notice, which shows your correct tax code along with your earnings and tax contributions for the year.
A copy of this P6 Coding Notice is also sent to us. WE CAN ONLY OPERATE YOUR CORRECT TAX CODE USING THE TAX OFFICE COPY. This process can take several weeks.
The tax office address is:
Inland Revenue
Central Yorkshire Area
Castle House
31 Lisbon Street
Leeds, LS1 4SF

Tel: 0845 300 0627 Ref: 120 AA82898

Q: When will I be paid?

A: You will be paid 1 week in arrears on a Friday directly into your bank account via BACS.
Be aware that some "hole in the wall" cash machines may only show your balance from the previous day, therefore your wages may not show up on your balance. In this instance please check with your bank branch.

If the vacancy falls within the definition of a genuine occupational qualification or any other statutory exception First Choice Advantage LLP will not deal further with the vacancy unless the client provides written confirmation of the genuine occupational qualification.

3. SEX DISCRIMINATION (GENDER REASSIGNMENT)

Under the Sex Discrimination (Gender Reassignment) Regulations 1999 First Choice Advantage LLP will not discriminate against a job applicant or employee who are undergoing, or intend to undergo or who have undergone gender reassignment. Gender reassignment applies to an individual who:

- although born one sex, chooses to adopt characteristics of the opposite sex; or
- considers himself or herself to be of the opposite sex; or
- may take steps such as undergoing gender reassignment through surgical intervention.

4. DISABILITY DISCRIMINATION

Under the Disability Discrimination Act 1995, disability discrimination occurs if for a reason which relates to the disabled person's disability an individual:-

- treats him less favorably than he treats, or would treat others to whom that reason does not or would not apply, and,
- the employer cannot show that the treatment in question is justified.

First Choice Advantage LLP will not discriminate against a disabled job applicant or employee on the grounds of disability –

- in the arrangements i.e. application form, interview and arrangements for selection for determining to whom a job should be offered; or
- in the terms on which employment or engagement of temporary workers is offered; or
- by refusing to offer, or deliberately not offering the disabled person a job for reasons connected with their disability; or
- in the opportunities afforded to the person for receiving any benefit, or by refusing to afford, or deliberately not affording him or her any such opportunity; or
- By subjecting him or her to any other detriment (detriment will include refusal of training, transfer, demotion, reduction of wage; or harassment).

First Choice Advantage LLP will accordingly make career opportunities available to all people with disabilities and every practical effort will be made to provide for the needs of staff, candidates and clients.

5. AGE DISCRIMINATION

First Choice Advantage LLP is committed to comply with the Employment Equality (Age) Regulations, effective on October 1st 2006. First Choice Advantage LLP will also actively encourage its clients to omit any age related criteria (or other subjective criteria) from their job specifications and every effort will be made to ensure clients recruit on the basis of competence and skill. First Choice Advantage LLP regularly review policy and procedures to ensure that they meet legal obligations and will continued to do so.

6. COMPLAINTS AND MONITORING PROCEDURES

First Choice Advantage LLP has in place procedures for dealing with complaints of discrimination. These are available from The Directors and will be made available immediately upon request.