

WORKERS HANDBOOK







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WELCOME

This handbook is designed to give you all the information you will need to ensure your temporary assignments run smoothly.

This guide is a general guide and will cover most of your temporary assignments, however some assignments with certain clients will require additional information. If this is the case this information will be provided to you by the agency before your assignment begins.

Remember we are always here to help so if you have any further questions or queries then please contact your consultant between 9:00 am and 5:00pm Monday – Friday.

Please take time to read this brief guide and thank you for choosing to work through the agency.

Useful Definitions:

'Client': The person, firm or corporate body requiring the services of the Temporary Worker.

'Assignment': Means the period during which you are working under the supervision, direction, and control of the Client.

'Terms of Engagement': The conditions signed and agreed by you in order to be offered work by the agency.







1. STARTING AN ASSIGNMENT

1.1 Keeping in Touch

Once you have registered with us it is your responsibility to keep us updated on your availability to work.

It is important you keep in touch and let us know if your personal details or circumstances change.

If we do not hear from you, we may not realise that you are still available and looking for work and we will therefore not be able to find you any suitable assignments.

Please let us know if your circumstances change e.g. not available to work for us, change of address, telephone number, or any changes to your personal details.

It is impossible for us to offer you assignments if we cannot contact you. We need to know if you decide not to use our services any longer.

1.2 Eligibility to Work

Communication is vital with regards to your right to work documentation. You must inform your consultant as soon as you receive any information regarding your eligibility to work. If you do not provide adequate up to date information and documents, you will not be able to work.

As a Temporary Worker you are engaged as a worker and not an employee. the agency has no obligation to find you work, and you have no obligation to accept any work we offer. There will be no employment relationship between you and the agency when you are not on assignment.

The agency is required to make deductions from your wages in respect of PAYE pursuant to Sections 44 - 47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions, which we may be required by law to make. This does not however affect your employment status.

Once we have offered you an assignment and you have chosen to accept it, we will issue you with a Key Information Document. This document will contain all the details of that particular assignment including the name of the client at which you are going to work, the assignment start date, location, hours, any relevant health and safety information, and details of pay rates.

1.3 Discrimination

The agency is an Equal Opportunities Company. The Company commits itself to promote and develop equal opportunities and will keep under review its policies, procedures, and practices to ensure that they accord with the principles of equal opportunities and are consistently applied. The agency recognises that discrimination is unacceptable, and it is in its own best interests, as well as the interests of its workers, to utilise the skills of the total workforce and work seekers. The aim of our Equal Opportunities Policy is to ensure that no temporary worker or work seeker receives less favourable treatment on the grounds of gender, marriage or civil partnership, gender reassignment, gender reassignment, pregnancy and maternity, sexual orientation, disability, race, colour, ethnic background, nationality, religion or belief, age or trade union membership.









2. DURING AN ASSIGNMENT

2.1 Hours and Timesheets

It is important that you make sure you know what system is in place at each client to record the hours that you work.

You may be required to clock in and out or complete a time sheet. Some time sheets are sent directly to the client or completed in blocks. You will be advised what method applies when you are notified of the assignment. It may also be necessary in some circumstances to complete both a client timesheet and the agency timesheet.

If a timesheet is not submitted to the correct place at the correct time, your payment for work may be delayed, whilst we verify your hours of work.

2.2 Pay

Each assignment you work on may have a different pay and overtime rate depending on the client and the type of work completed. It is in your interest to know what rate of pay you are being paid and the overtime agreement with each assignment, therefore always ask if in doubt.

the agency runs a weekly payroll. This means you will be paid weekly, one week in arrears. Your weekly wages are usually paid directly via BACS into your bank account.

Your payslips will be emailed to you.

2.3 Unemployment Benefits and Sick Pay

We will provide help if you have problems with benefits. There are several schemes, which allow you to work without losing all your benefits. Please contact us if you become ill whilst working at one of our clients, because you may be eligible for sick pay, and we can assist you with making claims.

2.4 Damage to Goods or Equipment

If you cause any damage to goods or equipment at a client's premises, you must firstly report it to your immediate Supervisor and ask for an accident report form, which should then be completed.

You should then report the incident to your consultant by telephone. You may not be liable for any damage caused to goods or equipment provided, that you report incidents immediately.

You may be liable for any damage caused by deliberate inappropriate behaviour.

2.5 Annual Leave

Under the Working Time Regulations, you are entitled to 28 days (including bank holidays) paid leave each year on a pro rata basis. If you work continuously during the year. If a client requires you to work a bank holiday, then you will receive a day in lieu.









Your entitlement to paid leave accrues in proportion to the amount of time worked on assignment during the year.

The holiday year starts on 1 January and ends on 31 December.

All requests for holiday must be in writing to your supervisor.

You must give twice as much notice as the days you wish to take, i.e. If you wish to take 5days holiday, you must give 10 days' notice.

The minimum amount of holiday you can take at a time is 0.5 days.

It is your responsibility to take all paid leave that you are entitled to. Under the Working Time Regulations, we are not entitled to pay you instead of you taking your leave entitlement, except on termination of employment. You must be physically away from your place of work to receive your holiday pay. The basic principle of holiday pay is that you still receive remuneration whilst you are on holiday.

Holiday pay cannot be carried over into the next holiday year.

All the hours you normally work will be included in the calculation of your holiday pay.

The agency or the Client can reasonably refuse a holiday request and require you to take your holiday at a different time. This might be for example during busy periods at a particular Client where they require you to work.

The agency also reserves the right to require you to take any outstanding holiday entitlement during any period of notice whether given by you or the agency.

We cannot offer you work whilst you are on paid leave from another the agency.

If you work less than 5 days per week, we advise booking more days than you intend to take e.g. if you work 4 days per week and want to take 10 days holiday, book 12 days.

If when you leave the agency, you have taken more leave than you have actually accrued that year, then you agree to repay the amount equivalent to the amount of days by which you have exceeded your entitlement. The agency will deduct this amount from your final pay. If this amount is in excess of your last pay, then you must pay this money back to us within 7 days of you leaving.

2.6 ABSENCES

2.6.1 Sickness

If you are absent from work due to sickness you must:

Inform your consultant by telephone at least 1 hour before your assignment starts. You should give the reason for your absence and when you are expected to return.









If you are off sick less than 7 days, you should complete a self-certification form which is available from your consultant and send it to them on the day of your return.

If you are off sick more than 7 days, you will need to get a note from your doctor. This should be sent to your consultant as soon as possible. Doctor's certificates should be provided for the entire time you are absent, and it is your responsibility to keep us informed of your progress and if you know when you are going to return.

2.6.2 Sick Pay

You may be entitled to Statutory Sick Pay (SSP) if you;

- have notified us of your absence.
- your earnings are high enough.
- if you are incapable of working for more than 4 consecutive days and have a doctors note for of sickness over 7 days.

SSP is paid in accordance with current legislation and at a set rate.

You will be entitled to SSP up until your assignment ends, or up to a maximum of 28 weeks from either the agency or the DWP. You will not be entitled to SSP from the agency for periods where you are not on assignment.

The agency has the right to have you examined by a doctor of our choosing. We may also request, with your permission a medical report from your doctor.

2.6.3 Other Absences

If you need time off for any other reason it is important that you give the agency as much notice as possible.

You should also notify us, if you are delayed or find that for any reason cannot attend your assignment, at least 1 hour prior to the commencement of your assignment.









3. WORKING TIME

The Working Time Regulations 1998 state that on average you should not be required to work more than 48 hours each week unless you agree to do so in writing.

Temporary or contract work is all about flexibility, and sometimes the client may want you to work longer hours. For this reason, the agency may ask you to work for more than 48 hours a week, though of course you are under no obligation to do so.

You should note that the 48 hour week is an average number of hours, and the average is calculated over a 17 week period (longer in some sectors). In other words, even if you have not agreed in writing to work more than 48 hours per week, there may be some weeks when you do work longer than 48 hours. This is permitted provided that the average hours over a 17 week period does not exceed 48 hours.

You may opt out of the 48 hour regulation at any time. If you are over 18 you are also entitled to:

- 20 minutes rest when working 6+ hours.
- 11 consecutive hours rest in every 24 hours
- 1 days' rest each week or
- 2 days' rest each fortnight.
- If you are under 18 you are also entitled to:
 - 30 minutes rest when working 6+ hours.
 - 12 consecutive hours rest in every 24 hours
 - 2 days' rest each week o 40-hour week maximum Night Work
 - Is defined as is at least 3 hours work between 11pm 6am
 - An eight-hour average limit on a night worker's normal hours of work per day
 - An eight-hour actual limit for each day in the case
 - of work undertaken by a night worker involving special hazards or heavy physical or mental strain
 - Young Workers under 18 are not permitted to work night work except in certain circumstances.

Please note that some different working time rules apply to drivers. Please see the next section.

3.1 Drivers Working Time

Different working time rules apply to drivers, due to the nature of the work and the potential consequences of overworking.

3.2 Freight

The most common groups and categories are shown below.

Refer to the VOSA publication "Rules on Drivers' Hours and Tachographs - Goods vehicles in GB and Europe" Feb 2011 for full details.









Licence Category	Vehicle type	Type of work	Regulations
Licence Category	vernicle type	Type of work	Regulations
LGV CE	Artic, trailer	Haulage	EC 561/2006, Road Transport (WT)
	, ii tro, trailer		Regulations
LGV C	Rigid	Haulage	As above
7.5.04	S		
7.5t C1	Rigid	Haulage	As above
В	3.5t van, flat-bed,	Haulage/delivery	GB Domestic (Freight) Rules
	tipper	l ladiage/delivery	db bomestic (Freight) Rules
	or pro-		
В	Car derived van	Delivery	Working Time Regulations 1998
	-	1	
EXCEPTIONS		1	
CE	Artic, trailer	Off road – shunter, docks	Working Time Regs 1998
		UUCKS	
CE or C	Tanker	Milk collection from	GB Domestic (Freight) Rules
CL OI C	Turine.	farms	S Demestre (Freight) Nates
CE or C	Tanker	Bulk milk	EC 561/2006, Road Transport (WT) Regs
		_	
С	Refuse	Domestic Refuse	GB Domestic (Freight) Rules
С	Refuse	Commercial Refuse	EC 561/2006, Road Transport (WT) Regs
C or C1			GB Domestic (Freight) Rules
	Road sweeper, gully		
	sucker	Street & road cleansing	
		The state of the s	

3.3 Passengers

The regulations relating to passenger vehicles are extremely complicated and are detailed in the VOSA publication "Rules on Drivers' Hours and Tachographs Passenger-carrying vehicles in GB and Europe" Feb 2011.







The table below gives the main groups.

Licence Category	Vehicle type	Type of work	Regulations
D	Coach	Excursions	EC 561/2006, Road Transport (WT) Regs
D	Bus	Restricted routes	GB Domestic (Passenger) Rules
D1	Minibus > 9 seats	Excursions	EC 561/2006, Road Transport(WT) Regs
В			Working Time Regs 1998
	People carrier		
	<9 seats		

A breach of driving hours could result in:

- Offence rectification notice
- **Driving ban**
- Penalties/fines
- Accidents which lead to criminal prosecution.

For more information on the rules and regulations that apply to you ask your consultant.

4. HEALTH AND SAFETY

When you are working on any assignment you will be under the supervision, direction, and control of the client. You must make sure that you comply with the rules and procedures at each individual client.

Each client will provide you with a health and safety induction at the beginning of every assignment. Please inform your local branch if you do not receive this health and safety induction. When working under the supervision direction and control of the client you must:

- Comply with all hazard and warning signs displayed on the premises.
- Ensure you keep your work area clean and tidy.
- Dispose of any waste in the appropriate place.
- Never obstruct any fire escape routes, firefighting equipment, or fire doors.
- Comply with all written or verbal instructions given to you by the client to ensure your personal safety and the safety of others.









- Report any safety hazard within your work area or defect in any machinery, plant, or equipment to their supervisor.
- Attend, as requested by the client, any training course, meeting etc. designed to further the interest of health and safety.
- Refrain from any foolish behaviour. PERSONAL PROTECTIVE CLOTHING (PPE)

The agency will inform you if you are required by the client to wear any PPE, and if so, what is required. Some items will be provided by the client and some items are also available from the agency. Always make sure you wear and use the PPE as directed by the client.

PPE equipment should be returned to the agency branch when you have finished your assignment. If you do not return the PPE you may be charged. EQUIPMENT

You must not operate any item of equipment unless you have been trained and authorised to do so.

You must not remove any guarding from any equipment used or deviate from the authorised usage of any equipment.

You should immediately report any defective equipment, and never attempt to repair it yourself.

4.1 Accident Reporting

If you are involved in an accident whilst on assignment you must immediately inform the first aider, or first aid appointed person irrespective of the severity of the injury.

You should also record the details of your accident in the accident record sheet.

If you require medical treatment after an injury, please keep us updated as to your progress and expected return to work. Please also report any incident which results in damage to any property.

4.2 Manual Handling

Manual handling can never be entirely risk free, the following guidance is provided to help reduce the risk of both long- and short-term injury. It is your responsibility to assess each situation or ask advice.

Stop and Think



Plan the lift.

Where is the load to be placed? Use appropriate handling aids if possible. Do you need help with the load? Remove obstructions such as discarded wrapping material. For a long lift, such as floor to shoulder height, consider resting the load mid-way on a table or bench in order to change grip.









Position your feet

Adopt a stable position with feet apart and one leg slightly forward to maintain balance.



Adopt a good position

When lifting from a low level, bend the knees. But do not kneel or over flex the knees. A slight bend of back, hips and knees is preferable to stooping or squatting, lean forward a little over the load if necessary to get a good grip. Keep the shoulders level and facing in the same direction as the hips.



Get a firm grip

Try to keep the arms within the boundary formed by the legs. The best position and type of grip depends on the circumstances and individual preference, but it must be secure. A hook grip is less tiring than trying to keep the fingers straight. If you need to vary the grip as the lift proceeds, do it as smoothly as possible.



Keep close to the load

Keep the load close to the trunk for as long as possible. Keep the heaviest side of the load next to the trunk. If a close approach to the load is not possible, slide it towards you before trying to lift.

Don't Jerk

Lift smoothly, keeping control of the load.

Move the feet

Don't twist the trunk when turning to the side.











Keep your head up

When handling, look ahead, not down at the load (once it has been held securely).

Put down, and then adjust.



If precise positioning of the load is necessary, put it down first, and then slide into the desired position.

Be aware!

You may be at risk if you:

- are physically unsuited to carry out the task.
- are wearing unsuitable clothing, footwear, or other personal effects.
- do not have adequate or appropriate training or knowledge.

Mechanical aids

Always consider using mechanical aids as they can improve productivity as well as safety. Even something as simple as a sack truck can make a big improvement.



Frequent lifting and lowering

Weights should be reduced if the operation is repeated more often. As a rough guide, reduce the weights by 30% if the operation is repeated once or twice per minute; by 50% where the operation is repeated five to eight times per minute; and by 80% where the operation is repeated more than 12 times per minute.

Training

Training by the client and on the client's, site should be provided so that safe manual handling and good handling techniques are used for the specific task.









5. THE AGENCY WORKER REGULATIONS 2010 (AWR)

The following notes are intended as a basic guide.

Contact your consultant if you want any information regarding the AWR, and in particular if you think you have not been treated fairly. Alternatively, visit the link below and search The Agency Worker Regulations 2010-Guidance.

https://www.gov.uk/government/publications

The agency Worker Regulations 2010 are available at www.legislation.gov.uk

As soon as you start work at a client you are entitled to the following facilities, if the client provides the facility to permanent staff:

- access to lockers
- access to car parking
- use of shared facilities such as canteens, drinks machines, rest rooms, and toilets
- access to childcare facilities.
- access to transport services.
- access to information about job vacancies at the client.

6. FAMILY FRIENDLY MATTERS

6.1 Maternity Pay

You may be entitled to Statutory Maternity Pay (SMP) if:

- you have worked for the agency for at least 26 weeks up to and including the 15th week before your baby is due.
- your earnings are high enough.
- you are still pregnant at the 11th week before your expected week of childbirth.
- you have given your consultant at least 28 days' notice of when you intend SMP to start.
- you must provide medical evidence of the date your baby is due; this can be obtained by your doctor on a MAT B1 form;
- Finally, you must have actually stopped working wholly or partly because of pregnancy, you cannot receive wages and SMP at the same time.

The amount of SMP that you receive will be based on 90% of your average earnings for the first six weeks and is then paid at a statutory set rate or 90% of your earning for the rest for the time (whichever is lower). SMP is paid for up to 39 weeks.

SMP will be paid into your bank account and will be subject to deductions for tax and national insurance. If you do not qualify for SMP you may be entitled to claim Maternity Allowance.









6.2 Maternity Leave

Temporary workers on Terms of Engagement are not entitled to Statutory Maternity Leave. The minimum amount of time off that a temporary worker must take after having a baby is 2 weeks, or 4 weeks for factory work. Once you have decided to return to work there is no right to return to the same assignment.

You are entitled to reasonable paid time off to attend ante natal appointments if you have 12 weeks qualifying service. PATERNITY PAY

You may be entitled to Statutory Paternity Pay (SPP) if:

- have worked for the agency for at least 26 weeks up to and including the 15th week before the baby is due.
- your earnings are high enough.
- you are the biological father of the child or the mother's husband or partner.
- you have or expect to have responsibility for the child's upbringing.
- SPP is paid for 1 or 2 weeks at a statutory weekly rate or 90% of your average weekly earnings (whichever is lower).

You are also entitled to paid time off accompany a partner to up to two ante natal appointments if you have 12 weeks qualifying service.

6.3 Paternity Leave

Temporary workers on Terms of Engagement are not entitled to Statutory Paternity Leave.

SHARED PARENTAL PAY

You may be entitled to Shared Parental Pay (SPP) if the mother choses to end her statutory maternity pay early.

You may be entitled to Shared Parental Pay if:

- you have worked for the agency for at least 26 weeks up to and including the 15th week before your baby is due.
- your earnings are high enough.
- you share responsibility for the child.
- your partner must be eligible for Statutory Maternity Pay
- Shared Parental Pay is paid at 90% of your average weekly earnings or at a set statutory rate depending on which is lower.









6.4 Shared Parental Leave

Temporary workers on Terms of Engagement are not entitled to Shared Parental Leave. 6.5 6.5

6.5 Adoption Pay

If you are going to adopt a child you may be entitled to Statutory Adoption Pay. You will be entitled if:

- you have worked for the agency for at least 26 weeks prior to being placed with the child;
- your earnings are high enough;
- you have given notice to the agency;
- you have provided proof or adoption
- Statutory Adoption Pay is paid at a set rate or 90% of your earnings, whichever is lower.

6.6 Adoption Leave

Temporary workers on Terms of Engagement are not entitled to Adoption Leave.

7. GENERAL INFORMATION

7.1 Fines, Penalties and Charges

You will be liable to pay any fines or penalties incurred whilst working on assignment.

This is particularly relevant to drivers and includes road traffic offences, parking, and congestion fines.

7.2 The Internet, E-mails and Mobile Phones

The law in the UK regards virtually anything published on the internet as in the public domain, even if it is addressed to friends.

Even emails and text messages are not secure, as they can be forwarded on to other people.

If you publish racist, rude or offensive remarks about the agency, its employees, temporary employees or temporary workers, or our clients or people working at the client your assignment may be terminated.

7.3 Use of Mobile Phones

In general, the use of mobile phones during working hours is not permitted and may result in termination of your assignment. Check with your supervisor at the client before using your mobile phone.

7.4 Use of Mobile Phone in client's vehicle

Check with your supervisor at the client before using hands free mobile phones.

7.5 Drugs and Alcohol

You must not attend work under the influence of alcohol and / or drugs. the agency and its clients reserve the right to conduct alcohol and/or drug testing of workers, where appropriate, and to deny









workers access to, or remove them from, any premises if such tests are positive. If you test positive, you will have your assignment terminated.

8. DATA PROTECTION PRIVACY NOTICE

The agency is an Employment Business, which places temporary workers and temporary employees on temporary assignments across a range of different clients.

In order to place you as a temporary worker or temporary employee on an assignment we need to collect and hold your personal data.

The agency understands that protecting the confidentiality and integrity of your Personal Data is a critical responsibility and we take it very seriously at all times.

This Privacy Statement sets out how we collect and handle your personal data, in a way that adheres to the principles of processing persona data, set out in the General Data Protection Regulations (2018) and Data Protection Act (DPA) 2018

8.1 How we collect your personal Data?

The majority of the Personal Data we collect from you is during direct interactions with you such as our registration process. This will require you to complete an application form online, to provide us with your necessary Personal Data.

We may also obtain Personal Data from external sources such as:

- National Job boards e.g. Reed/Indeed
- Cookies
- When you interact with our website, we may automatically collect data about your browsing actions and patterns.
- Social media sites

8.2 What data is collected

The Personal Data we may collect includes:

- Name
- Address
- Contact telephone
- **Email address**
- **Biometric Data**
- Date of birth
- **National Insurance Number**
- **Bank Details**
- Eligibility to work information
- **Employment history**
- Professional qualifications and licences
- **Ethnic Origin**
- Criminal record









- Job Preferences
- Marketing Preference

Why is this data collected

The agency is able to collect your personal data on the legal basis is that it is required for the purposes of pursuing a legitimate interest. This legitimate interest being finding you suitable assignments in line with the contract in place between us.

We will only use your Personal Data when the law allows us.

The agency may also rely on consent as the legal basis to process your Personal Data, this may be to offer you more work in the future if you have stopped working for us. In this circumstance, you are able to withdraw your consent to this processing of your Personal Data at any time.

If you wish to withdraw your consent at any time, please contact us on

help@omniaoutsourcing.com

8.3 Processing your Personal Data

Your Personal Data is stored locally on our secure database and is only accessible by employees of the agency. Employees will use this data to find you suitable work and then to process your timesheets, payroll, and to invoice Clients.

Your Personal Data will be passed onto our Clients initially in order to find you work and then to enable you to continue working. It may also be passed onto to other third parties such as accountants, auditors, IT systems and other professional advisors.

We may also have to disclose your Personal Data to authorities or professionals for legal reasons or in the case of a dispute.

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.

We will not transfer your Personal Data outside the European Economic Area (EEA).

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8.4 Holding your Personal Data

Your Personal Data will be retained for as long as is necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting or reporting requirements.









To determine the appropriate retention period for Personal Data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

8.5 Your Rights

You have the following rights concerning your Personal Data:

8.6 Subject Access Request

You have the right to request access to your data at any time. If you request access to your personal data this will be provided to you within one month.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

8.7 Rights to object to processing

Where we are relying on a legitimate interest and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms you have the right to do so.

8.8 Right to Rectification

You have the right to request the rectification of any data you believe we hold for you which is incorrect. Following receipt of such request, we will immediately rectify any errors found.

8.9 Right to Erasure

You can request that we remove your personal data at any time. Following receipt of an erasure request, we will remove your data with a 24-hour period.

Right to request restriction of processing

This enables you to ask us to suspend the processing of your personal data in the following scenarios:

- if you want us to establish the data's accuracy;
- · where our use of the data is unlawful but you do not want us to erase it;
- where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or
- you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it









If you wish to exercise any of these rights, please contact us on help@omniaoutsourcing.com.

Contact

Omnia Outsourcing Limited is the data controller, and is based at Quadrant House, Reading, RG1

If you have any questions, or issued about this privacy statement, or how and why we process personal data, please contact us at:

Data Protection Officer

Quadrant House, Reading, RG1 7QE

Email: help@omniaoutsourcing.com Tel: 0118 315 1532

You also have the right to lodge a complaint with the Information Commissioner's Office ("ICO") (the UK data protection regulator). For further information on your rights and how to complain to the ICO, please refer to the ICO website.







9. COMPLAINTS

9.1 General Complaints

We never want you to be unhappy whilst working at the agency, and we want you to let us know if you have any work-related problems!

If you have any issues and would like to make a complaint the please follow the procedure below:

In the first instance please contact your consultant.

If your complaint can't be dealt with by them, then please contact your manager.

If you are still not satisfied that your complaint has been resolved then please put your complaint in writing to our Customer Service Manager at Quadrant House, Reading, RG1 7QE. In order to contact them after you have submitted your written complaint, please call 0118 315 1532.

The Company will endeavour where possible to resolve all complaints, within 24 hours.

9.2 Complaints about your Pay

We aim to pay you accurately and on time however sometimes this is not always possible. If you have any queries or complaints about your pay, then please contact your consultant.

We may have to delay payment whilst we investigate, this is normally because we have not received a timesheet authorised by the client.

9.3 Grievance Procedure

The purpose of this policy is to ensure that any grievances are dealt with fairly and without unreasonable delay. Grievances might include incidents such as harassment, bullying or other inappropriate behaviour, concerns regarding workplace practices, suspicions of criminal acts, and dangers to health and safety.

Employees are encouraged to attempt to solve problems informally through discussion with their immediate supervisor/manager without entering the formal Grievance Procedure. Where such attempts do not resolve the issue, or where employees feel unwilling, for any reason, to deal with the matter informally, the formal procedure should be used.

This policy is non-contractual and may be amended from time to time to reflect changes in legislation and/or Company practice.

9.4 Formal Grievance Procedure

The formal Grievance Procedure is as follows:

Step One

Employees should set out their grievance in writing and send the statement to their Line Manager, with a copy to the HR Manager. If the complaint relates to an employee's Line Manager, the statement should be sent to the HR department only. Employees should give as much detail as possible including









how the issue arose, when, and who is involved, as applicable. The HR Manager may ask employees for further details and may conduct an investigation.

Step Two

Once employees have provided the details of the basis for their grievance, they will be invited to attend a meeting to discuss the grievance as soon as reasonably practicable. The purpose of the meeting is to enable the employee to explain their grievance and how they think it should be resolved, and to assist us to reach a decision based on the available evidence and the representations the employee has made.

Employees must take all reasonable steps to attend the meeting. After the meeting the HR department may carry out further investigations and/or hold further meetings as they consider appropriate.

Employees will be informed of the decision as to the response to the grievance within a reasonable time (usually five working days of the final grievance meeting) and notified of the right of appeal against the decision if they are not satisfied with it.

Step Three

If employees wish to appeal, they must inform the HR department within five working days of being notified of the decision in writing.

Employees will be invited to attend a meeting as soon as practicable, which they must take all reasonable steps to attend.

The appeal will, if possible, be determined by a more senior member of staff than the person who heard the grievance at step two.

After the appeal meeting, employees will be informed of the final decision in writing.

9.5 Meeting Companion

The right to be accompanied by a work colleague or employed union official applies at certain formal disciplinary and grievance hearings. Employees will be informed if they have the right to be accompanied. Please refer to the Disciplinary Policy and Procedure for further information regarding the right of accompaniment.

10. DISCIPLINARY AND DISMISSAL PROCEDURE

Certain standards of behaviour and performance are necessary to maintain good business relations, efficiency, and discipline in the interest of all.

The following procedures are designed to help all employees achieve and maintain appropriate standards of conduct, attendance, and job performance. If it proves necessary to take disciplinary action under these procedures, such action will take into account as appropriate in the circumstances the seriousness of the misconduct or the extent of any poor performance, previous disciplinary history (if any), length of service and other relevant factors.









This policy is non-contractual and may be amended from time to time to reflect changes in legislation and/or Company practice.

10.1 Informal Disciplinary Procedure

If employees have been involved in minor misconduct or have been performing poorly, the Company will if appropriate seek to resolve the matter informally through verbal discussion. The Manager will normally meet with the staff member to explain the performance issue and reaffirm the expected standard. The Manager would then listen to the employee's explanation and, if there is still a problem, give an informal warning. Employees will be expected to improve conduct or performance within a fixed timescale - which will be agreed in a meeting between the Manager and member of staff. A record of this will be placed in the employee's file and a review date set. There will, however, be more serious situations or situations in which the informal approach has been tried and is not working, in which case the Company may take formal disciplinary action.

10.2 Formal Disciplinary Procedure

Our approach is designed to ensure that people are treated fairly in relation to any complaints against them and the Company will aim:

- to take disciplinary action with the aim of improving a person's behaviour or performance through discussion, advice and positive action wherever possible rather than punishment.
- to take disciplinary action only after appropriate investigation of the facts;
- at every stage in the formal disciplinary procedure to advise employees in writing of the nature of the complaint against them and to give employees the opportunity at a subsequent disciplinary hearing to state their case;
- to remind employees of their right of accompaniment and opportunity to ask witnesses to appear (where applicable) during disciplinary hearings;
- to take into account the circumstances of each case when deciding what, if any, disciplinary sanction is appropriate.
- to give employees reasons for any disciplinary action taken.
- in most cases, to apply progressively more severe penalties to those employees who show that the previous disciplinary action has been ineffective in producing the desired improvement (although there will be cases where dismissal or a serious disciplinary sanction will be merited even for a first offence and the Company reserves the right to miss out stages of the procedure where appropriate).

Everyone is expected to familiarise themselves with these rules and procedures.

10.3 Suspension

In more serious cases, it may be necessary to suspend the individual from work, with full pay and benefits, while investigations into the complaint(s) and any disciplinary hearings are carried out.









No-one may be suspended without first seeking advice from the Human Resources Department. Any such suspension should not be considered as disciplinary action in itself.

10.4 Investigations

The purpose of an investigation is for the Company to establish a fair and balanced view of the facts before deciding whether to proceed with a disciplinary hearing. You must cooperate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing relevant documents of attending investigative interviews if required.

10.5 Notification of a hearing

Following any investigation, if the Company considers there are grounds for disciplinary action, the employee will be invited to attend a disciplinary hearing and provided with notice of the time, date and place of the hearing.

The employee will be informed in writing of the allegations against him or her, the basis for those allegations and the likely range of consequences if the allegations are upheld as a result of the disciplinary hearing.

Where appropriate, the notifications will include the following:

- a summary of relevant information gathered during the investigation;
- a copy of any relevant documents that will be used at the disciplinary hearing; and
- a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case as much information as possible will be provided while maintaining confidentiality.

10.6 Sanctions

Stage 1 - First written warning

If an employee's conduct or performance does not meet acceptable standards the Company will give a written warning.

This warning constitutes the first stage of the procedure. The employee will be reminded of his or her right of appeal (see below). A copy of this warning will be passed to the Human Resources Department and placed on the employee's HR file.

A first warning will normally be discounted for disciplinary purposes after 12 months' satisfactory service. If the concern is about under-performance, the employee may also be placed on a Performance Improvement Plan (PIP) and given such support as is appropriate to help the employee achieve the desired standard of performance.

Stage 2 – Final written warning

Failure to respond satisfactorily to the first warning and/or to a PIP, or the commission of a more serious offence, will normally lead to a final written warning. The employee will be advised in writing









of the reason for the warning and, where appropriate, that this warning constitutes the second stage of the procedure. The employee will also be reminded of his or her right of appeal (see below) and a copy of this written warning will be passed to the Human Resources Department.

A final written warning will normally be discounted for disciplinary purposes after twelve months' satisfactory service. Employees will be advised that a failure to improve performance or conduct may lead to action under Stage 3 of the disciplinary procedure (dismissal or action short of dismissal).

Stage 3 -Dismissal or Other Sanction

If an employee's conduct or performance still has not improved or is sufficiently serious as to constitute gross misconduct (see below) or neglect, the final step may be dismissal or, at the Company's discretion, some other action short of dismissal such as demotion or transfer.

10.7 Gross Misconduct

Gross misconduct is misconduct that is so serious as to justify summary dismissal without implementation of the sequential warning process outlined above and without notice or payment in lieu of notice being given. The following examples give an indication of the type of offences or actions which amount to gross misconduct, but it must be stressed that this list is not exhaustive.

Some of these offences might well entail criminal liability as well as dismissal, depending on the circumstances:

- Serious infringement of health and safety rules.
- Unauthorised removal or possession of Company or fellow employee property (theft);
- Violence or physical assaults and/or threatening behaviour.
- Insulting behaviour including remarks, slurs or innuendoes made to other employees or anyone associated with the Company which relate to one of the following characteristics: age, disability, gender reassignment, race, religion or belief, sex or sexual orientation.
- Dishonest or fraudulent dealings in relation to the Company's business.
- Serious incapability whilst on duty, whether in the office or whilst on any Company business or assignment outside the office, brought on by alcohol or illegal drugs.
- Serious insubordination.
- Gross indecent behaviour on Company premises.
- Harassment against anyone associated with the Company which may or may not imply gross indecent or immoral behaviour.
- Breach of confidence (subject to any Public Interest Disclosure Act provisions) or serious incompetence in relation to the Company's affairs or any other conduct likely in the opinion of the Directors to be materially prejudicial to the Company's interests.









- Unauthorised access to confidential material belonging to the Company or its customers, dealers, distributors or suppliers;
- Deliberate damage to Company property;
- Serious negligence which causes or might cause unacceptable loss, damage or injury;
- Conduct which brings the Company's name into disrepute;
- Intrusion, interference or damage to any computer programme/system used by the Company not as part of a product but rather as part of its management information system, and into which the individual has no right of access.
- Any conviction for a criminal offence on a matter which makes continued employment untenable.
- Violation of Company policies, including but not limited to its Equal Employment Opportunities Policy, Electronic Communications Policy, Anti-Harassment and Bullying Policy, and the Code of Business Conduct.

For the avoidance of doubt, the Company may take into account an employee's disciplinary record, including conduct which has led to previous warnings even if they have been discounted, in deciding whether conduct amounts to gross misconduct and the penalty that may be appropriate in respect of such misconduct.

10.8 Appeals

Any employee subject to a disciplinary sanction is entitled to appeal against that sanction. Appeals must be made in writing, fully detailing the grounds for the appeal, and addressed to and received by the HR Manager or the Company's HR Consultant within 5 working days of the date of the warning, dismissal, or other sanction.

Arrangements for the timing and conduct of such appeals will be made as soon as possible and the individual will be informed of these in a timely manner. The appeal will generally be heard by the Managing Director (or another senior manager, where appropriate) in conjunction with the HR Manager. When no appeal is registered within the specified time it will be assumed that the individual accepts the decision.

The outcome of the appeal will be final and will be confirmed to the employee in writing together with reasons for the decision.

If employees successfully appeal against a decision to dismiss them, they will be reinstated and will be paid in full for the period between dismissal and reinstatement.

10.9 Right of accompaniment

Before any relevant formal disciplinary or grievance hearing takes place, employees will be informed if they have the right to be accompanied. The right to be accompanied by a work colleague or a









certified or employed trade union official only applies at certain formal disciplinary and grievance hearings.

If an employee has been informed that he/she has the right to be accompanied at a hearing and wishes to exercise that right, the employee must notify the HR department within the timescale set out in the letter notifying him/her of the disciplinary or grievance hearing and provide details of the identity of the companion. The Company may refuse the choice of companion if it is reasonable to do so; for example, if the companion has a conflict of interest in the matter for discussion.

It is the employee's responsibility to ask the person selected as companion if he or she is willing to act in that capacity and, if he/she is, to ensure that the companion attends the hearing.

Companions must remember at all times that disciplinary and grievance processes are confidential. Companions will be allowed a reasonable amount of time off during working hours to fulfil their responsibilities as an employee representative.

If a companion is unable to attend the hearing, the employee may suggest an alternative time and date, provided it is reasonable and not more than five working days after the original date scheduled for the hearing.

10.10 Witnesses

Employees may ask relevant witnesses to appear at the hearing, provided they give the Company sufficient advance notice to arrange their attendance. Employees will be given the opportunity to respond to any information given by a witness. However, employees will not normally be permitted to cross-examine witnesses.

11. Modern Slavery

As a labour provider, we are on the front line of combatting modern slavery, the agency is committed to doing everything within its power to stop slavery and human trafficking in our business and in our supply chains.

If you have any queries or concerns, you can contact the confidential whistleblowing email info@omniaoutsourcing.com.









HELP REDUCE EXPLOITATION POMÓŻ NAM WALCZYĆ Z WYZYSKIEM PADĖKITE SUMAŽINTI ŽMONIU IŠNAUDOJIMA ПОМОГИТЕ УМЕНЬШИТЬ



tackling hidden labour exploitation



ЭКСПЛУАТАЦИЯ

We need your help to reduce the exploitation of migrant workers by criminal gangs and abusive individuals

- 1. Are you being forced to work when you don't want to?
- 2. Do you have to pay someone money to give you work?
- 3. Are you being forced to live in accommodation against your will?
- 4. Is someone controlling your identity documents or bank account?
- 5. Is someone threatening or intimidating you or your family?

If you answer YES to any of these questions, tell a trusted manager, worker representative and:

- Report it to the Gangmasters Licensing Authority on 0800 432 0804 or Modern Slavery Helpline on 0800 0121 700 or at https:// modernslavery.co.uk/contact.html.
- · Call the Police in an emergency on 999, or 101 if it is not urgent.

For more information visit www.stronger2gether.org



Mums reikia jūsų pagalbos, kad sumažintume migrantų darbuotojų išnaudojimą, kurį vykdo nusikalstamos grupuotės ir piktavaliai asmenys.

- 1. Ar jus verčia dirbti per prievartą?
- 2. Ar privalote duoti kam nors pinigų, kad parūpintų jums darbo?
- Ar esate priversti gyventi nurodytose patalpose prieš savo valią?
- Ar kas nors kontroliuoja jūsų tapatybės dokumentus ar banko saskaita?
- 5. Ar kas nors grasina arba gąsdina jus ar jūsų šeimą?

Jeigu atsakėte TAIP bent į vieną klausimą, pasakykite apie savo situacija vadovui darbe arba darbuotojų atstovui.

- · Pranešti apie tai Įdarbintojų licencijas išduodančiai institucijai numeriu 0800 432 0804 arba šiuolaikinės vergovės pagalbos linijai numeriu 0800 0121 700 arba bent internetiniame puslapyje https:// modernslavery.co.uk/contact.html.
- · Iškviesti policiją skubiu atveju numeriu 999, arba 101 jei tai nėra

Daugiau informacijos rasite: www.stronger2gether.org



Potrzebujemy Twojej pomocy, aby walczyć z wyzyskiwaniem pracowników zza granicy przez gangi i osoby postępujące w podobnie niedopuszczalny sposób.

- Czy jesteś zmuszany/ zmuszana do pracy wtedy, kiedy tego nie chcesz?
- Czy musisz płacić komuś w zamian za otrzymanie pracy?
- Czy jesteś zmuszany/ zmuszana do mieszkania w lokalu wbrew swojej woli?
- Czy ktoś ma kontrolę nad Twoimi dokumentami identyfikacyjnymi lub rachunkiem w banku?
- Czy ktoś grozi Tobie lub Twoiei rodzinie?

Jeżeli odpowiedziałeś/odpowiedziałaś TAK na którekolwiek z powyższych pytań, powiedz o tym zaufanemu managerowi lub przedstawicielowi pracowników oraz:

- · Zglos to do Gangmaster Licensing Authority pod numer 0800 432 0804 lub do Modern slavery Helpline pod numer 0800 0121 700 lub na stronie internetowej https://modernslavery.co.uk/ contact html
- · W naglych przypadkach zadzwon na Policje pod numer 999, w przypadkach nie wymagajacych naglego przybycia Policji zadzwon pod 101.

Więcej informacji znajdziesz na stronie internetowej www.stronger2gether.org



Нам нужна ваша помощь, чтобы уменьшить эксплуатация трудящихся-мигрантов преступными группировками и оскорбительные лиц.

- Вы вынуждены работать, когда вы не хотите?(против вашего хотения)
- Вы вынуждены платить кому-то деньги чтоб получить работу?
- Вы вынуждены жить в жилье против вашей воли?
- Кто-то контролирует ваши документы, удостоверяющие личность или счет в банке?
- Кто-то угрожает или запугивает вам или вашей семьи?

Если вы ответили утвердительно на любой из этих вопросов, скажите доверенного менеджера или работника и представителя и:

- Сообщите бригадиру лицензирующех органов по номеру 0800 432 0804 или по горячей линии современного рабства по номеру 0800 0121 700 или https://modernslavery.co.uk/contact.
- Звоните в полицию по номеру 999, в случае чрезвычайной ситуации, или 101 если это не срочно.

Дополнительная информация доступна на сайте www. stronger2gether.org











Potrebujeme vašu pomoc, aby sme zastavili zneužívanie migrujúcich pracovníkov kriminálnymi skupinami alebo násilným jednotlivcom.

- Ste násilím prinútený pracovať?
- Musíte niekomu platiť, aby vám dal prácu?
- Ste nútený žiť v danom ubytovaní proti vlastnej vôli? 3.
- Kontroluje niekto vaše osobné údaje alebo bankový účet?
- Vyhráža sa alebo zatrašuje vás alebo vašu rodinu niekto?

Ak vaša odpoveď bola ÁNO na niektorú z otázok, obráťte sa na dôveryhodnú nadriadenú autoritu alebo kontaktnú osobu

- · Oznamte to na Gangmasters Licencing Authority (licencny organ gangmasters) na cislo 0800 432 0804 alebo na Modern Slavery Helpline (linka moderneho otroctva) na cislo 0800 0121 700 alebo na https://modernslavery.co.uk/contact.html.
- · V pripade nudzovej situacie prosim volajte Policiu na 999, alebo 101 ak to nie je nudzova situacia.

Taktiež nájdete informácie na webovej stránke www.stronger2gether.org



Mums nepieciešama jūsu palīdzība, lai mazinātu migrantu strādnieku ekspluatāciju, kuru veic kriminālas bandas un vardarbīgi indivīdi.

- Vai jūs spiež strādāt, kad jūs negribat to darīt?
- Vai jums kādam jāmaksā nauda, lai jums dotu darbu?
- Vai jūs spiež dzīvot mājvietā pret jūsu gribu? 3.
- 4. Vai kāds kontrolē jūsu personas dokumentus vai bankas kontu?
- Vai kāds draud jūsu ģimenei vai to iebiedē?

Ja atbildējāt apstiprinoši uz jebkuru no šiem jautājumiem, pastāstiet par to uzticamam darba vadītājam vai strādājoši

- · Ziņojiet Vidutāju licencēšanas iestādei uz 0800 432 0804 vai arī Mūsdienu Paverdzināšanas palīdzības dienestam uz 0800 0121 700 kā arī https://modernslavery.co.uk/contact.html.
- · Ārkātas situācijā zvaniet uz 999, vai arī 101 ja tas nav

lai saņemtu sīkāku informāciju, apmeklējiet www.stronger2gether.org



Нуждаем се от Вашата помощ за ограничаване на експлоатацията на работници-имигранти от страна на криминални групи и лица, които печелят от злоупотреби.

- Принуждават ли Ви да работите против волята Ви?
- Налага ли се да плащате на някого, за да Ви осигурява работа?
- Принуждават ли Ви да живеете на определено място?
- Има ли някой, който контролира документите Ви за самоличност или банковата Ви сметка?
- Има ли някой, който заплашва Вас или семейството Ви?

Ако отговорът на някой от изброените по-горе въпроси е ДА, обърнете се към доверен ръководител или представител на работниците.

- Уведомете Агенцията за лицензиране на фирмипосредници за набиране на работници на тел. 0800 432 0804 или се свържете с Комисията за борба с трафика на хора на горещата им линия 0800 0121 700 или на тяхната интернет страница: https://modernslavery.co.uk/contact.html.
- Обърнете се към полицията на телефон 999 за спешни случаи или на телефон 101 за не-спешни случаи.

За повече информация посетете www.stronger2gether.org



Avem nevoie de ajutorul dvs pentru a reduce exploatarea muncitorilor migranți de bandele criminale și de persoanele fizice abuzive.

- Sunteți forțați să lucrati în pofida voinței dvs?
- Sunteți nevoiți să plătiți pe cineva pentru ca să vă dee să lucrati?
- Sunteți obligați să trăiți într-o anumită locuință impotriva vointei dvs?
- Vă ține sub control cineva documentele de identitate sau contulrile bancare?
- Vă amenință sau vă intimidează cineva pe dvs sau pe familia dvs?

Dacă răspunsul dvs este DA la oricare dintre aceste întrebări, spuneti unui manager sau reprezentant/ lucrător de încredere si:

- · Raportați-I la organizația Gangmaster Licensing Authority la numărul 0800 432 0804 sau la Linia de Asistență Telefonică a Sclaviei Moderne Modern Slavery Helpline la numărul 0121 700 sau la https://modernslavery.co.uk/contact.html.
- Chemați Poliția în caz de urgență la numărul 999, sau la 101 dacă nu este urgent.

Pentru mai multe informații vizitați www.stronger2gether.org











Ending an assignment, the agency, the Client or you can end your assignment at any time without any notice or liability.

When your assignment reaches its end date or is terminated early, you will no longer be required at that particular client, and there will no longer be a contractual relationship between you and the agency, after this date you should continue to make contact with your consultant who will find your next suitable assignment.

Thank you for choosing to work with us at the agency and for taking the time to read this handbook.

We would like to wish you every success on your assignments with the agency!

If you have any queries or issues do not hesitate to call your consultant!

Follow the agency on Facebook and Twitter for the latest jobs and news.



