



Flexi-Worker Handbook

encore

ENCORE & YOU

A refreshingly different approach to work

WELCOME

Congratulations! You now have the opportunity to work for some of our many contracts in the area.

Our approach to our workers is unique even though we've done this for over 27 years. Some other agencies treat their workers poorly – wage problems, bad job matching or just the way they're spoken to.

Therefore our promise to you is:

- We will always try to pay the best going rate for the job. Better rates of pay – better motivated workers.
- If a problem arises with your contract or wages we will sort it out immediately. No disregard to your concerns or unsolved pay queries.
- We don't charge for our services and neither do we discourage clients from taking on our workers into permanent positions.
- Encore as members of the Recruitment and Employers Confederation follow their Code of Practice. This means that Encore conducts its business ethically and to the highest standards. For a copy of the Code of Practice please contact your local office.

Good Luck

Greg Latham
Managing Director

The Purpose of this Handbook

This handbook is designed to explain the terms and conditions under which you will be working. It tells you what you can expect to receive from Encore and also what we expect to receive from you in return. It should be read in conjunction with your terms of Employment of which it forms a part.

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Whilst on Assignment

Getting to Work

- Keep in regular contact with Encore. We suggest you call twice a week, evenings from 1530h and mornings from 0730h and 0900h are the best times to secure work. If you don't immediately receive work don't give up! We will return your call with our very next job offer.

Whilst at Work

- If you believe you will be late on any day of your assignment you must call your local Encore office.
- In the event of sickness call your office at your earliest convenience but at least one hour before you are due to start work.
- If you are sick for more than three days, subject to certain conditions, you may be entitled to Statutory Sick Pay. Details are contained in your terms of employment.
- Listen to all instructions carefully - never assume. If in doubt – just ask.
- Your appearance is most important to our client – please dress appropriately for the assignment.
- We can supply work-wear – please enquire at your local office.
- Always carry out duties to the best of your abilities. Remember that good work is rewarded with increased offers of work and rates of pay.
- If for any reason you can't complete the day inform Encore immediately never walk out!
- Encore reserves the right to search its employees or their property. This right may extend to clients of the Company.
- Please inform your Branch office if you have found alternative employment as soon as possible so we can update our records. This constitutes a resignation of your employment with Encore.

Accessing Job details via Email

- We will need to send you details of the contract when you start each new assignment with Encore. These details will be sent on a Booking Form to your personal email address so please ensure you provide this information when you register.
- Ensure you take time to read the Booking Form when you receive it so you are aware of all the relevant job details.

Hours of Work

- The nature of our business means that your hours may vary from one assignment to the next. There are no normal working hours but the hours applicable to each assignment will be explained to you before commencement.
- The Working Time Regulations (1998) ensures that all workers receive certain rights and standards within the work place:
 - > A limit of an average 48 hours per week (a worker can work more if they opt out)
 - > A limit of an average of 8 hours work in 24 which night workers can be required to work
 - > A right for night workers to receive free health assessments
 - > A right to 11 hours rest per day
 - > A right to one day off in every 7 days (or 2 days off in every 14 days)
 - > A right to a rest break of at least 20 minutes in any continuous 6 hours work
 - > A right to paid leave.
- Whilst at work if you are not provided with the statutory breaks, you should raise this with your Encore Branch.

Timesheets & Getting Paid

- There are various methods of recording your hours of work which inform Encore how much to pay you. Some clients prefer to handle the recording of these hours through a clocking in machine, a timesheet or attendance record. Full instructions will be given to you before starting work but please ensure that your hours of work are being recorded. Failure to do so could delay payments to you.
- You will be paid directly by credit transfer into your bank or building society account on each Friday after the week you work.
- Your full pay details will appear on your pay advice slip which will be available to you via the Candidate Portal. These payslips will be available to you every Wednesday and you will be emailed when they are available for viewing.
- Any wage queries should be taken up with Encore not your workplace supervisor.
- We have a legal obligation to deduct PAYE and NIC from your pay. A new starter checklist will give us a temporary tax coding but to ensure your correct tax code is used, it is advisable that you send us your P45 on commencement of work or as soon as you receive it from your previous employer.
- Tax queries should be directed to HMRC quoting reference number 267NZ18859 and your employee number which is on your pay advice. (<http://www.hmrc.gov.uk>)
- If you have a problem with your wages in the 1st instance please call your local branch. If after raising your query you don't believe it has been resolved please email your query to support@encorepersonnel.co.uk who will look into your query.

Holidays

- Under the working time regulations you qualify for paid holiday. Your holiday entitlement is up to 28 days per annum. This includes public holidays. (NB – 28 days holiday entitlement per annum is based on working 5 days per week – your entitlement may be accrued on a pro-rata basis if your standard shift pattern is less than 5 days per week).
- Your holiday year will be the 12 month period starting from the date of your first assignment or on the anniversary of this date and is assessed on a pro rata basis.
- Applications for holiday pay must be requested through your Encore Branch giving notice of at least twice the length of the period of leave.
- Only full days may be requested as holiday and they must be days you would normally be at work.
- We reserve the right to give counter notice or reduce the amount of leave and there is no entitlement to Holiday pay in excess of that accrued.
- All holiday entitlement must be taken during the course of the year in which it is accrued. Should you not use all of your holiday entitlement in your 12 month period you accept that they will be lost. You are responsible for ensuring that all annual leave is requested and taken within your 12 month period.
- Failure to fulfill your responsibility to take all paid annual leave within your 12 month period will result in you forfeiting your entitlement to paid annual leave. Encore does not operate pay in lieu of accrued unused holiday at the end of the leave year.
- Holiday pay is calculated as a daily rate based on an average of the previous 52 weeks worked. Payment for holiday pay is only accrued on standard hours unless overtime is part of your standard working shift pattern.
- Your Holiday entitlement starts from your first day of working for Encore, your expiry date to use the accrued Holiday will be 12 months afterwards. Please ensure you use all your holidays before they expire. After the expiry date your yearly entitlement period will commence again for 12months.
- You may be entitled to an increase in paid and/or unpaid annual leave by virtue of having completed the Agency Worker Regulations Qualifying Period.



Pension Scheme

- Under the Workplace Pensions Reform legislation, Encore may be required to register you into a pension scheme and make contributions on your behalf, should you meet certain criteria. If you meet the criteria to qualify as an Eligible Jobholder, you will be automatically enrolled into Encore's pension scheme (NEST) and you will start to incur pension deductions of 0.8% of your weekly pay, which will be paid into your NEST account. (NB – if no NI number has been provided, the pension deductions will be 1%). Encore will also pay contributions of 1% of your weekly pay and transfer this into your pension pot. Further information is available on the NEST website: www.nestpensions.org.uk

Encore Policies

Equal Opportunities

- We are 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.
- We will treat everyone equally irrespective of gender, gender reassignment, sexual orientation, marital status, age, disability, race, colour and religion, ethnic or national origin and place an obligation upon all staff to respect and act in accordance with the policy. We are committed to providing training for our entire staff in equal opportunities practice.
- We 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. We 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.
- Encore Personnel Services Limited will not accept instructions from clients that indicate an intention to discriminate unlawfully.



Discipline and Grievance Policy

Discipline Policy & Procedure

- The purpose of this disciplinary policy is to promote orderly relationships and ensure that Encore Personnel behaves fairly and consistently towards all Flexi-Workers in investigating and dealing with alleged instances of unacceptable conduct or performance.
- This procedure is a guide, not a rule. It does not form part of any statement of terms of employment. Encore Personnel reserves the right to depart from the terms of its disciplinary procedure where it is appropriate to do so.
- The aims of the policy are:
 - > To use the procedures to help and encourage Flexi-Workers to improve rather than just as a way of imposing punishment
 - > To act consistently
 - > To allow for careful investigation before penalties are applied
 - > To deal with issues as thoroughly and promptly as possible
 - > To be fair to all Flexi-Workers in all disciplinary matters.

The 3 stage Disciplinary Procedure is:

- **Stage 1 – written warning**
If the offence is serious or if there is no improvement in standards after the oral warning is given, or if a further offence occurs within 12 months after an oral warning, a written warning will be given. This written warning will include the reason for the warning and a note that, if there is no improvement after a specified period, a final written warning will be given. A copy of the written warning will be given to you and a copy will be placed on your personnel file.
- **Stage 2 – final written warning**
If following a written warning, conduct or performance remains unsatisfactory, or if a serious incident occurs, a final written warning will be given making it clear that any recurrence of the offence or other serious misconduct within a specified period will result in dismissal.
- **Stage 3 – dismissal**
If there is no satisfactory improvement or if further serious misconduct occurs, you may be dismissed, either with or without notice or payment in lieu of notice.
- **Disciplinary Procedures**
The disciplinary procedure may be implemented at any stage if the seriousness or repetitive nature of the employee's breach warrants such action. In all cases the following three step disciplinary procedure will apply to each stage of disciplinary action (above).

We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal

THREE STEPS

	Standard (three step) Dismissal and Disciplinary Procedure
Step One	The employer sets down in writing the nature of the employee's conduct, capability or other circumstances which may result in dismissal or disciplinary action, and sends a copy of this statement to the employee. The employer must inform the employee of the basis for his/her complaint.
Step Two	The employer should invite the employee to a meeting to discuss the issue. The employee should take all reasonable steps to attend. After the meeting, the employer must inform the employee about any decision, and offer the employee the right of appeal.
Step Three	If the employee wishes to appeal, he/she must inform the employer. The employer should invite the employee to attend a further meeting to discuss the appeal. The final decision must be communicated to the employee.

- Appeals
If you wish to appeal against any disciplinary decision you must do so in writing to P. Tilt within 7 working days after any disciplinary decision is taken. P. Tilt (or in the event that he has been involved in making the disciplinary decision against which you are appealing, Board Director) will hear the appeal and make the decision.
- Examples of "gross" misconduct
Summary dismissal (dismissal without notice or pay in lieu of notice) may be necessary in cases of gross misconduct. For guidance, the following are examples of the offences which may be regarded as gross misconduct and will normally result in summary dismissal. It is emphasised that this is not an exhaustive list:-

- Unauthorised use or disclosure of confidential information or business matters relating to the Company, its clients, temporary workers or applicants.
- Acts of violence, including physical assault; unlawful discrimination; drunkenness; taking of non-prescribed drugs in such a way as to impair the ability to carry out work; conduct of any kind which endangers the health and safety of others.
- A criminal offence committed at work other than a minor road traffic offence committed in the course of the Employment, or an offence committed outside work which is incompatible with the Employee remaining in employment.
- Falsification of information or references on appointment.
- Unauthorised absence or gross negligence in the performance of duties.
- Acceptance of any bribe, secret profit or unauthorised commission.
- Any conduct tending to bring the Company or the Employee into disrepute or which results in the loss of custom of a client, temporary or applicant or a loss of business.



- Working for or assisting a competitor of the Company or seeking to establish a business which is likely to compete with the Company or divulging confidential information concerning the company and its business.
- Refusal to obey a lawful instruction in connection with the Employment.
- Disclosing details of his/her salary and remuneration to other employees of the Company.

For Encore Drivers, additional examples of Gross Misconduct could be:

- Loss of your driving licence through conviction of a criminal offence.
- Deliberate falsification of the statutory record of hours.
- Non observation of the Road Transport Regulations.
- Failure to notify Encore of changes to your driving licence such as endorsements or convictions.
- Failure to notify Encore of changes to your health which could affect your ability to drive.

Grievance Policy and Procedure

- It is the Company's policy to ensure that Flexi-Workers with a grievance relating to their employment can use a procedure which can help resolve them as quickly and as fairly as possible. The grievance procedure does not form part of your terms of employment and Encore Personnel reserve the right to vary the procedures from time to time.
- If you have a grievance about your employment, you should discuss it informally with your Encore Personnel representative. We hope that the majority of concerns will be resolved at this stage.
- If you feel that the matter has not been resolved through informal discussions you should put your grievance in writing to the Human Resources Department, Encore Personnel, 32 Millstone Lane, Leicester LE1 5JN who will arrange a meeting with you to discuss your grievance. You may be entitled to be accompanied at the meeting by either a work colleague or a trade union representative. After the meeting the Manager will inform you of his/her decision in relation to the grievance, in writing within a reasonable time frame.
- If you wish to appeal you must do so in writing to P. Tilt within 7 working days. P. Tilt (or in the event that he has been involved in investigating the grievance outcome against which you are appealing, another Board Director) will hear the appeal and make the decision.
- For full details on our Harassment Policy please contact your local branch or site.

Temp Capability Clause

- 1.1 It is important that all staff carry out their job effectively, otherwise there is likely to be an adverse effect on the overall performance of the team or Group. Colleagues are likely to feel under pressure and may have to increase their contribution to compensate. It is therefore in everyone's interests that Encore has a procedure to enable underperformance or non-performance to be identified and remedied.

1.2 Encore Personnel Services recognises the difference between:

- a deliberate failure on the part of an employee to perform to the standards of which he/she is capable, in which case Encore will use its disciplinary procedure, and
- a case of capability, where an employee is lacking in knowledge, skill or ability and so cannot carry out his/her duties to the standard required, in which case Encore will operate the capability policy in an attempt to improve performance.

1.3 Employees are expected to:

- comply with their contract and terms and conditions of employment
- fulfil the duties of their post as reasonably required by their line manager
- observe relevant Encore rules, regulations and policies
- comply with health, safety and data protection requirements.

1.4 Where issues of capability are found:

The employee will be advised in writing of the concerns, the standard expected of them in the future and of the possible consequences of further capability issues. Where necessary the Line Manager may give an informal warning under the capability procedure to reinforce the advice. A record of an informal warning needs to be kept on the employee's personnel file and may be used in future proceedings.

1.5 A formal procedure may be invoked where:

- previous support, advice or warnings have been ineffective
- a number of minor complaints are made which, taken together constitute a capability issue
- there is a more serious level of unsatisfactory work performance.

1.6 Formal procedure

- The employee will be informed by letter, giving at least five working days' notice that a hearing is to be held. The employee may request an alternative date to allow up to an additional five working days to prepare their case or if the representative is unavailable. The letter will include a copy of the capability procedure and will constitute an instruction to the employee to attend the hearing.
- The meeting will be held by the relevant Line Manager with an Encore representative to take minutes of the meeting and the Employee may also be accompanied by another Encore employee or a member of their trade union.
- Copies of minutes taken will be made available to the employee upon request.
- The facts as presented will then be considered and relevant action will be decided. This may be in the form of an informal warning, written warning or dismissal.
- The outcome will be notified to the worker in writing.
- The Employee has the right of appeal, which must be made in writing to the Line Manager within 5 working days of receiving the outcome letter.

Health & Safety

General Tips

- It is very important that you read this section carefully and familiarise yourself with its contents. You are required to fully comply with this section at all times and with all relevant health and safety legislation. You will also be required to follow the procedures of the Client with whom you are working. It is Encore Personnel's policy to make sure that health and safety provision is made for all Flexi-Workers it supplies. In order to achieve this it is necessary to obtain full support from both the Flexi-Worker and Client.

Encore Personnel undertakes to:

- Obtain details from Clients of specialist skills or qualifications required to carry out an assignment together with health and safety information.
- Inform you of all the information provided by the client on Health and Safety issues connected with the assignment.
- Require you to adhere to the Clients Health & Safety Policy at all times whilst on assignment.
- Maintain records of accidents and investigate where appropriate.

You have a duty to:

- Familiarise yourself and conform to the Clients health and safety procedures, undergoing training where necessary.
- Assess risks to your own health and safety to which you are exposed at work. This extends to reporting any dangers or potential risks to the Safety Representative or other official of the Client and your Encore Personnel Branch.
- Stop working immediately if you consider that your working environment is unsafe and report the matter to the Safety Representative or other official of the Client and your Encore Branch.
- Work in a safe manner taking all reasonable steps to safeguard your own safety and that of any persons who may be affected by your actions.
- Report accidents and incidents that may lead to accident or injury to the safety representative or other official of the Client and your Encore Branch.
- Co-operate with the client on health and safety matters and observe all health & safety instructions and regulations from the Client.
- Wear any protective clothing and use any safety equipment that has been provided in order to carry out any assignment.
- Bring to Encore's attention any health condition that you think may have been caused or aggravated by a work activity.
- Be aware of the dangers of working excessive hours and having insufficient rest breaks. You must inform Encore Personnel if a Client is asking you to work longer hours than those originally agreed or if inadequate rest breaks are provided.

Clients have a duty to:

- Treat all encore Flexi-Workers as they would their own employees for all health and safety matters and ensure a safe system of work at all times.
- Assess health & safety risks and record the result of the assessment.
- Provide Encore Personnel with information on special qualifications or skills which the Flexi-Worker will need and inform them of any condition that they are likely to affect the health and safety of Encore Personnel Flexi-Workers.
- Provide sufficient training and supervision to ensure a safe working environment.
- Never ask a Flexi-Worker to work machines in areas that they have not been trained.
- Provide information on Health & Safety risks and measures.
- Make available to the Flexi-Workers safety equipment and protective clothing as necessary for the job to be undertaken and ensure its use.
- Inform the name of the authorised Health & Safety Representative.
- Record any accidents or injuries in their Accident Report book; investigate the accident and provide copies to Encore Personnel who will report the accident to comply with Reporting of Injuries, diseases and Dangerous Occurrences Regulations (RIDDOR).

Reporting

All accidents no matter how small must be recorded in the Clients Accident book maintained by the clients designated First Aider. If you have an accident please get first aid treatment immediately. Even small cuts, if left untreated, could result in infection.

Fire

You must ensure that you are fully conversant with and comply with the fire and other emergency procedures and take part in all drills as organised/notified by Encore and/or the Client.

You must ensure that you do not block any fire escapes or routes thereby obstructing escapes. Nor cause any obstruction at any time to any staircases, passages, walkways, entrances and exits or any other part of the site. Fire doors must not be jammed in the open position.

Make sure you know:

- How to raise the alarm.
- The fire evacuation procedure.
- The whereabouts of all fire exits.

If you hear the fire alarm

- Leave the building immediately by the nearest available exit and report to your evacuation point.
- DO NOT RUN, DO NOT USE LIFTS.
- DO NOT DELAY FOR PERSONAL BELONGINGS.
- Do not re-enter the building until instructed to do so by your Encore Personnel Branch or the Client.

Electricity

The 2 main risks from electricity are:

- Shocks.
- Fires.

The risks of electrical shocks and fires can be reduced by:

- Not overloading sockets.
- Never touching light switches or appliances with wet hands.

Therefore:

- Always inspect electrical equipment before use and report any suspect equipment to your Client supervisor immediately.
- Do not use equipment that looks unsafe or damaged.
- Keep electrical supply cables and flexes away from wet areas or from where they will be damaged by being walked over or knocked when moving equipment.



Safety Signs

Safety Signs must comply with strict requirements on their shape and colour. There are four types of Safety signs:

Information
White on Green



Prohibition
Red on White



Warning
Black on Yellow



Mandatory
White on Blue



Control of Substances Hazardous to Health (COSHH)

Under COSHH all persons at work need to know the safety precautions to take so as not to endanger themselves or others through exposure to substances hazardous to health. Below are four general classifications of risk. You must know the appropriate symbols, their meaning and their safety precautions.



Toxic / Very Toxic

May cause serious health risk or even death if inhaled, ingested or if it penetrates the skin.

- Wear suitable protective clothing, gloves and eye/face protection.
- After contact with skin, wash immediately with plenty of water.
- In case of contact with eyes, rinse immediately with plenty of water.
- In case of accident or if you feel unwell, seek medical advice immediately.



Corrosive

May on contact cause burns or destruction of living tissue.

- Wear suitable gloves and eye/face protection.
- Remove immediately all contaminated clothing.
- In case of contact with skin, wash immediately with plenty of water.
- In case of contact with eyes, rinse immediately with water (15 Minutes) and seek medical advice.



Harmful

May cause limited health risk if inhaled or ingested or if it penetrates the skin.

- Do not breath vapour/spray/dust.
- Avoid contact with the skin.
- Wash thoroughly before you eat, drink or smoke.
- In case of contact with eyes rinse immediately with plenty of water and seek medical advice.



Irritant

May cause inflammation and irritation on immediate or repeated prolonged contact with the skin or if inhaled.

- Do not breath vapour/spray/dust.
- Avoid contact with the skin.
- In case of contact with eyes rinse immediately with plenty of water and seek medical advice.

Guide to using hazardous substances safely

- Make sure you obtain, read and understand copies of all relevant COSHH data sheets from the client before using any hazardous substances.
- Ensure hazardous substances are suitable for the intended task.
- Check the container and instruction labels are intact.
- Put on all protective clothing.
- Check work area/equipment for potential dangers.
- Prepare hazardous substances/cleaning materials as directed on the label.
- Use hazardous substances as directed on the label.
- Rinse and dry as directed on the label.
- Dispose of any unused hazardous substances safely.
- Return hazardous substances to the correct storage area.
- Never mix substances.
- Do not smoke eat or drink whilst using hazardous substances.

Special notes for food production assignments

- Hands must be washed frequently especially after using the toilet, after breaks, before starting work and between tasks. Cuts, sores must be covered. Nails must be short and unvarnished. Nail extensions and acrylic nails are not acceptable and must be removed.
- Hair must be clean and neat. If long it must always be tied back and secured under protective headwear when working in a food preparation or service area.
- With the exception of plain wedding rings and plain stud earrings, no jewellery should be worn while on duty.
- Frequent washing and the use of deodorants are recommended. Ensure your uniform is clean and fresh.
- Never cough or sneeze near food. A clean handkerchief or tissue should be used to contain the cough or sneeze, which should then be disposed of immediately. Hands must then be washed.

Flexi-Workers must inform their Encore branch immediately if they are suffering from: food poisoning, typhoid/paratyphoid, dysentery, hepatitis, influenza, ear or throat infections, stomach upset, open sores, eczema. Under no circumstances should you work in a catering environment whilst suffering from any of these ailments.

Special notes for Drivers

- Always observe the requirements of the EU Driving Hours and Working Time (Road Transport) Regulations. If you are in any doubt please contact your Encore office.
- Always observe the relevant legislation including the Road Transport acts and Highway Code.
- Ensure that the load is secure. It is your responsibility as the driver even if the vehicle has been loaded by someone else.
- Check that the vehicle has not been overloaded in both gross weight and individual axles. If you feel that it has ask the Transport Manager for permission to proceed to a weighbridge.
- Ensure that the load is evenly distributed, particularly after partial unloading.
- Always complete sufficient checks on the vehicle to ensure its road worthiness before leaving the premises.
- Make sure the client is informed of any defect and they are entered in the Defect Report Book.
- Ensure that you know how to operate all vehicle equipment before starting your journey. If you have any doubts contact the client.

PPE

Where the Employment Business provides Personal Protective Equipment to an Flexi worker, the Flexi Worker is obliged to return the Personal Protective Equipment when their assignment comes to an end. Should the Flexi Worker fail to return the Personal Protective Equipment in a reusable condition, the Employment Business has the right to deduct the sum from any remaining payment due to the Flexi Workers' wages to cover the cost of replacing the Personal Protective Equipment.

Manual Handling

Check for Hazards

Remove or correct hazards that may cause you to slip, trip, or fall such as spilled liquids or electrical wires. Also be sure equipment and materials are safely stored.

Learn How to Lift Properly

Learning how to lift correctly is one of the best ways to prevent painful back injuries. Follow these tips to help protect your back when lifting heavy objects:



1. First get a firm footing.
 - Keep your feet apart for a stable base.
 - Point toes out.



2. Bend your knees.
 - Don't bend at the waist when lifting or putting down. It adds the weight of your body to the load.



3. Tighten your stomach muscles.
 - Abdominal muscles support your spine when you lift, offsetting the force of the load.



4. Use your leg muscles.
 - As you begin to lift, let your leg muscles do the work - not your weaker back muscles.



5. Keep the load close to your body.
 - By keeping the object close to your body you're lifting close to the spine. It puts less pressure on the back.



6. Keep your back upright.
 - When lifting or lowering a load, do not bend at the waist.
 - Avoid twisting. It can cause injuries.

Driving Assignments

Please remember that it is a legal requirement to ensure your tacho is returned to us as soon as it is possible to do so.

Please look after your analogue charts, and return them to us after 28 days.

The Road Transport Working Time Regulation RT(WT)R were implemented in the UK on the 4th April 2005 and subjected Mobile Workers (3.5 Tonne vehicles and above) to maximum Working Time limits. The following guidance has been produced by Encore and should be read in conjunction with the Department of Transport's formal industry guidance which may be downloaded from this link:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/208091/rules-on-drivers-hours-and-tachographs-goods-vehicles-in-gb-and-europe.pdf

From 4th April 2005 we have had a legal obligation to maintain records of our drivers. Employment businesses like ourselves are obliged to ensure that the Working Time limits specified in the new regulations are complied with and a record kept on file for a minimum two years.

Recording of Hours

Drivers must keep accurate records of hours worked and periods of availability (POA) to ensure regulations are adhered to. It is your responsibility to inform us of all your Working Time during the reference periods we use and to keep us updated as to any additional Working Time you undertake for other employers or employment businesses for these purposes during an assignment.

- Maximum average Working Time of 48 hours per week over a default 26 week reference period (see "reference period" below).
- Maximum weekly limit of 60 hours Working Time.
- Rest Periods: Mobile workers must take the following breaks: 30 minutes after 6 hours Working Time and 45 minutes for over 9 hours Working Time. It is important to note that EU Drivers Hours breaks and rest periods still apply.
- Encore has a workforce agreement in place removing the 10 hour limit for night workers

How you calculate your average Working Time

As per RT(WT)R, Encore have in place a workforce agreement giving us the ability to calculate your average Working Time over a 26-week reference period. There will be two fixed reference periods each year on the following dates: -

First week of January to the last week in June

First week in July to the last week in December

Driving Assignments

Time Sheet records

Where possible present your Tachograph to the client at the end of each day to give them the opportunity to verify your total hours worked, actual POA and working time etc. Accurately record your hours on your time sheet, breaking down working time, Tacho breaks, periods of availability and total hours.

Accepting an assignment

At the point of accepting an assignment from Encore we will be in a position to confirm the estimated periods of availability which should be confirmed by the client upon arrival at their premises. Any difference between what has been communicated to you by Encore and that of the client must be brought to our attention by you immediately.

New EU Working Hour Regulations

Type of Duty	Road Transport (Working Time Regulations 2005)	EU Drivers Hours Rules (Reg.561/2006)
Maximum weekly shift time	No limit on shift time as such, but an average weekly working time limit of 48 hours will apply over 26 week reference period. There is no specified limit for Periods of Availability. A maximum 60 hours working time can be performed in a single week however also see EU Drivers Rules.	56 hour driving limit which must not exceed the maximum working time allowed under RT(WT)R.
Maximum daily shift time	No limit on daily shift time as such. Shift time is normally made up of POA + Working Time and there is no specified limit on POA, however see EU Drivers Rules.	None specified, but daily rest requirement effectively limits the length of the working day. The maximum working day is 15 hours.
Maximum work performed at night	There is a 10 hour working time limit for night work for each 24 hour period. This can be extended beyond 10 hours with a Workforce or Collective Agreement which Encore has in place.	None specified, but daily rest requirement effectively limits the length of work performed at night.
Daily driving	None specified, but see EU driver's rules.	9 hours (but this can be increased to 10 hours twice a week).
Breaks	When driving, the break periods under EU drivers' rules take precedence over RTWT breaks. A mobile worker should not work more than 6 consecutive hours without a break. If working time hours total between 6 and 9 hours a day, breaks totalling at least 30 mins are required. Where working time hours total more than 9 hours a day, breaks totalling a minimum of 45 mins must be taken overall. Breaks can be divided into 15 minute slots.	A driver must take a break or breaks totalling at least 45 minutes after a maximum 4.5 hours continuous or accumulated driving. The 45 minutes break may be in 2 breaks, the first being at least 15 mins and the second being at least 30 mins.
Daily rest	The daily rest periods under EU drivers' hours rules apply.	11 hours reducible to 9 hours 3 times a week between any 2 weekly rest periods. Rest may be taken in vehicle if with sleeper for each driver and is stationary. Compensations for reductions not required.
Weekly rest	The weekly rest periods under EU drivers' hours rules. See EU drivers' rules.	45 hours reducible to 24 hours. 45 hours rest required in any 2 consecutive weeks.

Driving Assignments : Timesheets



TIME SHEET - Encore Personnel



NAME

Sunday Month Year

WIC

Tel : 02476 238336 / 07971 248588
 Email: coventry@encoredriving.co.uk
 Fax: 02476 256475

Timesheets MUST be returned by 08.00 Monday following the week worked
 Office Use Only - Scanning Bar Code

Day	Time Start	Breaks Hours	Time Finish	Total hours worked	Vehicle Reg	RTW/TR		Expenses		Client/Company Information	
						Total E Hours	Less Breaks	POA	£	Company Name	Print Name
Sun					Vehicle Reg					Company Name	Print Name
Mon					Vehicle Reg					Company Name	Print Name
Tues					Vehicle Reg					Company Name	Print Name
Wed					Vehicle Reg					Company Name	Print Name
Thurs					Vehicle Reg					Company Name	Print Name
Fri					Vehicle Reg					Company Name	Print Name
Sat					Vehicle Reg					Company Name	Print Name
Sun					Vehicle Reg					Company Name	Print Name
TOTALS											

CLIENT - PLEASE NOTE: Your signature below is authorisation to pay the worker and invoice your company for the TOTAL HOURS as stated. Please ensure these hourly totals are correct and the relevant breaks have been deducted as rectification cannot be made after the workers have been paid.

Declaration - This is a legal requirement
 I understand I am obliged to provide all working time regardless of whether I work for Encore Personnel or another employer. I confirm that the information set out in this time sheet is accurate. I understand that falsification of the information contained in this time sheet may result in prosecution under the Road Transport Working Time Regulations 2005 and/or the termination of my engagement with Encore Personnel. I have retained a copy of Encores Partnership Charter signed at interview and am abiding by all areas covered in it. I will immediately inform Encore and DVLA if necessary if there are any changes with regards my medical status. This time sheet must reach us by 08.00 Monday. Failure to do so may result in delay in pay.
 Please sign every week. Driver Signature: _____ Date: _____

Encore Driver Declaration

WE WILL:

- Give you an honest, clear and concise account of the job/s we are offering to you
- Endeavour to keep you in regular employment (once one job finishes we will work hard to find you another)
- Negotiate the best possible pay rates, dependent on the complexity of the job
- Pay you promptly and accurately one week in arrears
- Deal with any queries quickly and efficiently
- Keep you updated with regards to any forthcoming contracts
- Treat you with courtesy and respect at all times (we're only as good as the drivers we employ)
- Listen to your requirements and do our very best to match a job to them.
- Provide copies of your driving licence, and work history to our clients on their request

YOU WILL

- Once accepting a job, commit to being there for the duration of the contract. Be there on time and perform the tasks to the best of your ability. Call us if you have any problems and NEVER WALK OFF SITE!
- Give us a minimum 48 hours notice for your intention to take time off (i.e. dentists/doctors etc).
- Ring in if you're not working or your contract is coming to an end.
- Always turn down work if you don't think the work is suited to you.
- If you're happy with what we've done for you, recommend us to a friend or relative (BONUS PAYABLE).
- Understand and comply with EU 561/2006 drivers' hours legislation and RT(WT) R regulations.

In Particular

- > Have taken sufficient daily and weekly rest prior to the placement
- > Have sufficient duty and driving time available to be able to work the shift(s) allocated to you
- > Have (and will continue to have) on your person the drivers' hours records required to be produced to an enforcement officer if requested, namely:
 - digital driver's card
 - analogue tachograph charts for the current day and the previous 28 calendar days (if you drove a vehicle fitted with analogue equipment in that time)
 - any written manual records and printouts legally required for the current day and the previous 28 calendar days

Encore Driver Declaration

- Ensure the original analogue charts and any legally required printouts or written manual records, which relate to your placement, are returned to the client or Encore within 42 days.
- Ensure your digital driver's card is always downloaded at the the end of your placement, before you leave the site.
- Inform Encore immediately of any new driving endorsements.
- Contact DVLA at Encore's request to give authorization to carry out a 3 monthly licence check.
- Where appropriate, hold a Driver CPC and carry your Driver CPC qualification card at all times.
- Inform the client and Encore of any encounters with DVSA, the police or other enforcement officers
- Never use a hand-held mobile phone whilst driving
- Do not undertake any job whilst under the influence of any medication or substance likely to inhibit your ability to carry out your duties to the required standard & remember it is illegal to smoke in any company vehicle. (refer to Encore's Drug and Alcohol Policy for Agency Drivers)
- Immediately inform Encore of any changes in your health that could affect your entitlement to drive. A list can be found on the Encore Website. Failure to do so is a criminal offence punishable by a fine of up to £1000.
- Report details of any accident/incident immediately to both Encore AND our Client.
- Carry out daily walk around vehicle checks using the documents provided and report any defects.
- Report immediately any speeding offences, bus lane or congestion charges to both Encore & our Client.
- Ensure that the load on your vehicle is secure and within the limits of the vehicle in terms of weight and distribution
- Be responsible for returning your signed timesheet each week by Monday 0900. Failure to do so could result in late payment of wages.
- By Law we have to give you a contract of employment.

Encore has in place a Drivers Workforce Agreement that enables drivers to extend their reference period to 26 weeks. It is your responsibility to declare any work that has been carried out in addition to work undertaken with Encore. Please record this on your timesheet, NB: Fraudulent recording is a criminal offence and may lead to legal action being taken against you.

Driving Assignments Guide - Completion of Timesheets

Instructions on how to do this are attached to this email

DRIVERS NOTE

Should you have any queries contact your local office on

0116 2423604 (Leicester)

02476 238336 (Coventry)

0121 2309999 (Birmingham)

01604 824179 (Northampton)

Drug and alcohol policy for Flexi-workers

Policy statement

Encore Personnel Services endeavours to ensure that employees' and workers use of either alcohol or drugs does not impair the safe and efficient running of the organisation or the health and welfare of its employees, workers and clients.

Keeping us informed

If you have a health problem which could be misinterpreted as intoxication (for example diabetic coma or epileptic seizures), or if you are taking medication which may have side effects similar in appearance to intoxication, you must ensure that you make this known to your line manager.

All employees and workers must inform their line manager regarding any prescribed medication that may have an effect on their ability to carry out their work safely, and must follow any instructions subsequently given. Drugs that cause drowsiness must not be used whilst at work or in a way that could affect performance at work.

The health and well-being of our employees and workers is of paramount importance and Encore Personnel Services considers alcohol and drug dependency as an illness. Any employee or worker suffering from drug or alcohol dependency should declare their dependency, and Encore Personnel Services will subsequently provide reasonable assistance, treating absences for treatment and/or rehabilitation as any other sickness absence. Failure to accept help or continue with treatment will render the employee liable to normal disciplinary procedures.

All employees and workers must inform Encore Personnel Services or any appropriate person if they suspect a fellow worker may be in breach of this policy.

Alcohol and drugs

Attending work unfit as a result of the consumption of alcohol or illegal drugs is a serious disciplinary offence and may be regarded as gross misconduct which may result in immediate removal from an assignment and summary dismissal. Consuming illegal drugs or excessive alcohol on Encore's or our clients' premises is not permitted and may be treated as gross misconduct.

Encore Personnel Services prohibits the drinking of alcohol by employees or workers in the workplace or on company business, other than reasonable drinking of alcohol in connection with approved social functions. Encore Personnel Services regards drinking to an excessive level as any of the following situations:

- The individual is over the legal limit stipulated for driving (ie 35mcg/100ml of breath alcohol concentration).
- In the opinion of our or our clients' management, the individual's performance is impaired. This may be at less than the legal limit stipulated for driving.
- In the opinion of our management or our clients' management, the individual's behaviour may cause embarrassment, distress or offence to others.
- The individual continues to drink when instructed to stop by a manager.

Drug and alcohol policy for Flexi-workers

Encore Personnel Services prohibits the misuse of legitimate drugs or possession, use, distribution, or selling of illicit or unprescribed controlled substances or alcoholic beverages on Encore's or our clients' business or premises and doing so may be treated as gross misconduct.

Where a criminal offence is suspected the client or Encore Personnel Services may inform the Police.

Client policies

Many of our clients have drug and alcohol policies that apply to all workers under their control. This means that their policies will also apply to you whilst working on assignments and in particular could include random, routine or targeted testing. All employees and workers should be aware of this possibility and must co-operate with the client fully. Failure to comply with policy or to permit testing could result in the immediate removal from the assignment and the non-compliance reported to Encore Personnel Services, where we will instigate an investigation which could lead to disciplinary action.

Terms and Conditions

Terms of Employment

Between Encore Personnel Services and("The Flexi-Worker")

Flexi-Worker means

Definitions

- Assignment means the period during which you are engaged to provide services to the Client.
- Client means the person, firm or company to whom you are assigned to work together with any subsidiary or associated company as defined by the Companies Act 2006.
- Company means Encore Personnel Services Limited an employment business.
- Relevant Period means the longer period of either 14 weeks from the first day on which the Flexi-Worker worked for the Client or 8 weeks from the day the Flexi-Worker was last supplied by the Company to the Client.
- Unless the context otherwise requires, references to the singular include the plural.

1 The Contract

- 1.1. These terms constitute a contract of employment between the Company and the Flexi-Worker and governs the employment of the Flexi-Worker and by mutual consent replaces any previous contract or agreement between the Flexi-Worker and the Company.
- 1.2. The Flexi-Worker's employment will commence on the day the Flexi-Worker commences his/her first Assignment with the Company, which shall be the date used for the purpose of calculating the Flexi worker's continuous employment. The first six months of the Flexi-Worker's employment shall be a probationary period.
- 1.3. No variation or alteration to these terms shall be valid unless the details of such variation are agreed between a Director of the Company and the Flexi-Worker and set out in writing and a copy of the varied terms is given to the Flexi-Worker stating the date on or after which such varied terms shall apply.
- 1.4. The Flexi-Worker accepts that there is no and will be no contract of employment express or implied between himself/herself and any client to whom he/she may be assigned and expressly agrees that he/she will not hold himself/herself out as being employed by a Client of the Company.
- 1.5. This agreement constitutes the entire and exclusive statement of the agreement between the Company and the Flexi-Worker with respect to its subject matter and there are no oral or written representations, understandings to agreements relating to this agreement that are not fully expressed in the Agreement.
- 1.6. This document gives details of the terms and conditions upon which you are employed by the Company; it contains your initial employment particulars but further provisions are contained in the Flexi-Workers Handbook, a copy of which will be issued with this document.

2 Assignments

- 2.1. The Company will endeavour to obtain and provide suitable Assignments for the Flexi worker as defined in the notification sent prior to each Assignment.
- 2.2. The Company promises to make available for the Flexi-Worker a minimum of 336 hours in any year. For the avoidance of doubt all hours made available to the Flexi-Worker by the Company shall count towards the discharge of the minimum hours, whether or not these hours are in fact worked by the Flexi-Worker and (in the event that hours made available are not worked by the Flexi-Worker, whether or not the failure to work such hours is due to any default on the part of the Flexi-Worker).
- 2.3. There is no obligation on the Company to provide the minimum hours in any particular months or weeks, spread them evenly over the year or to provide them at any particular location or intervals. It is acknowledged that there may be periods in which no work is available to the Flexi-Worker.
- 2.4. For the purpose of this clause 2, a year means a 52 week period beginning on the commencement date and on each anniversary thereof.
- 2.5. Subject to 2.6. and 2.7 below, if the employment is terminated during the year, the minimum hours shall be pro-rata to reflect such proportion of the year as has expired (such calculation to be made by reference to the number of full weeks which have expired in the year) For example, if 26 weeks of the year have expired, the pro-rata minimum hours for that year would be 126. The Provisions of the apportionment act 1870 shall not apply.
- 2.6. If the Flexi-Worker does not complete his/her probationary period and his employment is terminated during this period, the hours already made available to the Flexi-Worker shall be deemed sufficient to meet the Company's obligation to make available minimum hours, whether or not the hours already made available in the year are less than the minimum hours as pro-rata pursuant to the provisions above.
- 2.7. Any payment in respect of a failure to meet the minimum hours will be at the prevailing national minimum wage rate.

- 2.8. The Flexi-Worker is obliged to accept any Assignment offered unless agreed with the Company. The Company shall be at liberty to terminate the employment if the Flexi-Worker refuses without good cause to accept an Assignment offered.
- 2.9. The Flexi-Worker is obliged to keep the Company fully and regularly informed of his/her availability to undertake Assignments and must in any event contact the Company at least once every 2 to 4 weeks (whether or not he/she has been contacted by the Company) to update the Company as to his/her availability.
- 2.10. The Flexi-Worker acknowledges that the nature of the Company's and Client's business means that there may be periods when no suitable work is available and agrees that suitability shall be determined by the Company and subject to clause 2.2 that the Company shall incur no liability to the Flexi-Worker should it fail to offer opportunities to work in the above category or in any other category.
- 2.11. Prior to and /or at the same time as an Assignment is offered to the Flexi-Worker the Company shall inform the Flexi-Worker of the identity of the Client and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Flexi-Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Flexi-Worker; and any health and safety risks known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition the Company shall inform the Flexi-Worker what experience, training or qualifications and any authorisation required by law or a professional body the client considers necessary to work in the Assignment.
- 2.12. If before the first assignment, during the course of an assignment or within the Relevant Period the Client wishes to employ the Flexi-Worker direct or through another business, the Flexi-Worker acknowledges that the Company will be entitled either to charge a fee or to agree an extension of the hiring period with the Client at the end of which the Flexi-Worker may be engaged directly by the Client or through another employment business without another charge to the Client. In addition the Company will be entitled to charge a fee to the Client if the Client introduces the Flexi-Worker to a third party who subsequently engages the Flexi-Worker within the Relevant Period.

3 Place of Work

- 3.1. The Flexi-Worker has no permanent place of work and in accordance with the demands of the business it is expected that the Flexi-Worker will be required to attend a series of Client sites on a regular basis in order or the proper performance of his/her duties under this contract.
- 3.2. The Flexi-Worker agrees, having regard to the nature of the Company's business, that the Company may at any time change the Flexi-Workers' place of work to suit the needs of the business and its Clients.
- 3.3. Consequently the Flexi-Worker agrees that the Company may at any time give the Flexi-Worker reasonable notice to carry out his/her duties at such a place in the United Kingdom as the Company shall specify.

4 Hours of Work

- 4.1. There are no normal working hours and the Flexi-Worker will be required to work at such times and such periods as are applicable to each Assignment. These hours shall be explained to the Flexi-Worker before the commencement of each Assignment.
- 4.2. Where the Flexi-Worker is employed as a driver, he/she confirms they are aware of their obligations under the Road Transport (Working Time) Regulations 2005 to accurately record periods of availability, working time and periods of night work as defined by the Regulations and not to exceed the maximum number of hours permitted. The Flexi-Worker undertakes to inform the Company of the number of hours they work either through the Company, on their own account or for any third party during any relevant reference period. The Flexi-Worker undertakes to indemnify the Company against any driving related fines and/or penalties for which they are responsible.

5 Remuneration

- 5.1. The Company shall pay to the Flexi-Worker remuneration calculated at the national minimum wage rate per hour as advised at each Assignment notification. This being the minimum rate of remuneration that the Company reasonably expects to achieve for all hours worked. Such remuneration to be paid weekly in arrears each Friday. The actual rate will be notified on a per Assignment basis for each hour worked during an Assignment subject to deductions in respect of PAYE and Class 1 National Insurance Contributions and any other deductions the Company may be required to make by law, as advised at each assignment notification or at least the prevailing National Minimum Wage Rate..
- 5.2. Subject to any statutory entitlement under the relevant legislation and clause 2.2 the Flexi-Worker is not entitled to receive payment from the Company for time not worked on Assignment whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

- 5.3. Where the Agency Worker holds a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, the Agency Worker must declare this to the Employment Business and produce the Certificate. In such cases the Employment Business shall not deduct Class 1 National Insurance Contributions from the Actual Rate of Pay or the Actual QP Rate of Pay (where applicable) but it shall be the responsibility of the Agency Worker to pay such social fee contributions as may be applicable in the Member State concerned. In the event that the Agency Worker fails to pay such contributions and the Employment Business is required to pay contributions either in the UK or the Member State concerned, the Agency Worker undertakes to indemnify the Employment Business and the Employment Business shall be entitled to deduct the amount paid in contributions from any sums owed to the Agency Worker.

6 Deductions

- 6.1. If for any reason some or all of the Reduction is found to be invalid or some or all of the Reduction is reinstated or awarded to the Flexi-Worker, then the Flexi-Worker will be required to give credit for any amounts paid to him/her by way of the Allowance against any additional salary reinstated or awarded to the Flexi-Worker and the pay and tax position will be reversed to the extent of the taxable reinstated salary or reward.
- 6.2. The Company is entitled to make deductions to the Flexi-Workers pay for non-returned company property and for other reasonable costs that may be incurred by the Company or for any money that the Flexi-Worker may owe to the Company.
- 6.3. The Flexi-Worker will repay the Company the amount of any payment made by the Company to the Flexi-Worker in excess of any payments due to the Flexi-Worker. These may include but are not limited to annual leave, overpayment or incorrect advances of pay, driving related fines or penalties. Overpayment or excess sums will either be deducted from the Flexi-Worker's weekly pay at an agreed rate or repaid as otherwise agreed between the Company and the Flexi-Worker.
- 6.4. The obligation to repay any sums owed to Encore Personnel Services Ltd continues post termination of this contract and will be considered a civil debt which may become the subject of legal proceedings if it remains unpaid.
- 6.5. The Company reserves the right to charge an administration fee for any payments not made by the standard weekly credit transfer process and/or for admin charges for printed copies of previous payslips.

7 Pension and other Benefits

- 7.1. The Employee shall, subject to satisfying certain eligibility criteria and subject to the rules of the scheme, be entitled to become, and during the continuance of the Employment, remain a member of the NEST pension scheme ("the Scheme"). The Company shall make contributions into the Scheme on the Employee's behalf, of an amount equal to 3 % of the Employee's weekly earnings, provided that the Employee makes his/her own monthly contributions to the Scheme equal to 5% of his/her weekly gross earnings (4% where tax relief can be claimed).
- 7.2. The Company may vary this clause 7 in order to comply with any obligations it may have in the future under the Pensions Act 2008 or any subsequent or equivalent legislation.



8 Timesheets

- 8.1. As appropriate the Company or the Flexi-Worker shall ensure that at the end of the week of an Assignment a time sheet will be completed to indicate the number of hours worked by the Flexi-Worker during the preceding week and signed by an authorised representative of the Client.
- 8.2. Subject to clause 6.3 the Company shall pay the Flexi-Worker for all hours worked regardless of whether the Company has been paid by the Client for these hours.
- 8.3. Where you fail to submit a properly authenticated timesheet the Company shall, in a timely fashion, conduct further investigations into the hours claimed by you and the reasons that the Client has refused to sign a timesheet in respect of these hours. This may delay payment to the Flexi-Worker.

9 Statutory Leave

- 9.1. Pursuant to Working Time Regulations 1998 the Flexi-Worker is entitled to up to 28 days paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.
- 9.2. The leave year will be the twelve month period starting from the date of the Flexi-Worker's first assignment or on the anniversary of this date.
- 9.3. The Flexi-Worker should notify the Company in writing of the dates of his/her intended absence giving notice of at least twice the length of the period of leave. In certain circumstances the Company may give counter notice to postpone or reduce the amount of leave and in such circumstances the Company will inform the Flexi-Worker in writing. Only requests for a minimum of one day's leave will be accepted.
- 9.4. Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Flexi-Worker on Assignment during the leave year.
- 9.5. The Flexi-Worker is not entitled to paid holiday in excess of that accrued at the date on which the leave period is to start.
- 9.6. The Company may instruct the Flexi-Worker to take paid annual leave at any time including public holidays.

10 Sickness Absence

- 10.1. The Flexi-Worker has no entitlement to contractual payments due to sickness or injury, however he/she may be eligible for Statutory Sick Pay provided that he/she meets the relevant statutory criteria.
- 10.2. For the purpose of the Statutory Sick Pay scheme the qualifying days are those on which the worker normally works during the current Assignment. If a worker works on an intermittent basis with no regular pattern of work there is one qualifying day per week and that qualifying day shall be the Wednesday in every week.
- 10.3. If you are unable to attend work for any reason and your absence has not previously been authorised by the Company you must inform the Company of the fact of your absence and the full reasons for it by 07.30am or at least 2 hours before the start of your shift, on each working day of absence. Once you have been absent for a total of 7 days including weekends you must provide the Company with a medical certificate or statement of fitness for work on the eighth day of sickness or injury if your absence is medically related. Thereafter, medical certificates or statements of fitness for work must be provided to the Company to cover any continued medical related absence. If, on a medical certificate or statement of fitness for work, your doctor recommends any adjustments to your duties, hours or working conditions to facilitate a return to work, you are required to co-operate with the Company regarding the possible implementation of such changes, notwithstanding the fact that the advice on a statement of fitness for work is not binding on the Company.
- 10.4. If you are absent from work due to illness, injury or any other incapacity for a period of 6 weeks you will be required to attend an absence management meeting at your local Encore office.
- 10.5. If you are absent for a further 6 weeks, you will be required to attend another absence management meeting with a senior manager and may then be required to see our independent Medical Practitioner.
- 10.6. The company will be entitled to at its own expense to require you to be examined by an independent Medical Practitioner of the company's choice at any time and you agree that the Medical Practitioner carrying out the examination may disclose to and discuss with the company the results of the examination.
- 10.7. Failure to comply with the above notification procedures may disqualify you from receiving SSP.

11 Maternity Leave and Pay

- 11.1. The Flexi-Worker irrespective of the length of service or the hours worked shall be entitled to 26 weeks ordinary maternity leave and 26 weeks additional maternity leave.
- 11.2. Please request a copy of Encore's Maternity, Paternity and Adoption Leave Policy for current qualifying criteria and regulations.
- 11.3. To qualify for Statutory Maternity Pay the Flexi-Worker shall have been continuously employed by the Company for at least 26 weeks before the 15th week before the expected week of childbirth. This will be paid as per current SMP regulations.

12 Paternity Leave

- 12.1 If the Flexi-Worker has been employed continuously for 26 weeks leading into the 15th week before the expected due date of the child and expects to have responsibility for the child's upbringing, the Flexi-Worker may be entitled to take paternity leave of two weeks. This will be paid at the current SPP rate or 90% of AWE if lower.
- 12.2 The Flexi-Worker is only entitled to one period of paternity leave even if more than one child is born as a result of the same pregnancy.

13 Adoption Leave

- 13.1 If the qualifying criteria are met, the Flexi-Worker has the right to 52 weeks of Statutory Adoption Leave. This is made up of 26 weeks of ordinary adoption leave followed by 26 weeks of additional adoption leave.
- 13.2 Please request a copy of Encore's Maternity, Paternity and Adoption Leave Policy for current qualifying criteria and regulations.
- 13.3 To qualify for SAP the Flexi-Worker must have been employed without a break for at least 26 weeks up to and including the week the adoption agency told him/her that he/she had been matched with a child for adoption and earning an average of at least £120 a week (before tax).

14 Conduct of Assignment

- 14.1. During every Assignment and afterwards where appropriate, he/she will:
- Co-operate with the Client's reasonable instructions and accept the direction and supervision of any reasonable person in the Company or Client's organisation;
 - Observe any relevant rules and regulations of the Company and the Client's establishment (including normal hours of work) to which attention has been drawn or which Flexi-Workers might reasonably be expected to ascertain;
 - Take all reasonable steps to safeguard his/her own health and safety and that of any other person who might be present or be affected by his/her actions on the assignment and comply with the Health and Safety policies and procedures of the Company and the Client;
 - Not engage in any conduct detrimental to the interests of the Company or the Client;
 - Not at any time divulge to any person, nor use for his/her own or any other person's benefit, any confidential information relating to the Client's or the Company's employees, business affairs, transactions or finances;
- 14.2. If the Flexi-Worker is unable for any reason to attend work during the course of an Assignment he/she should inform the Company at least one hour prior to the commencement of the Assignment or shift.
- 14.3. If, either before or during the course of an Assignment the Flexi-Worker becomes aware of any reason why he/she may not be a suitable for an Assignment they have accepted or commenced, the Flexi-Worker shall notify the Company without delay.

15 Termination

- 15.1. The Company will endeavour to provide notice to terminate the Flexi-Workers Assignment, however due to the nature of the Company's business activities it is accepted that the Company may be required to terminate an Assignment at any time either with or without prior notice and the Company will incur no liability. For the avoidance of doubt, the termination of an Assignment will not terminate this agreement unless expressly stated and the Flexi-Worker's employment will remain continuous during periods he/she is not working on Assignment.
- 15.2. The Flexi-Worker may only terminate an Assignment without notice through the provision of reasonable grounds, the reasonableness of which will be determined solely by the Company. Such terminations will not terminate this Agreement unless expressly stated, however the termination of an Assignment on grounds deemed unreasonable by the Company may result in the termination of this agreement without notice.
- 15.3. If the Flexi-Worker does not inform the Company in accordance with clause 10.3 should they be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Flexi-Worker.
- 15.4. The Flexi-Worker may terminate this agreement at any time by giving no less than one week's notice. The Company may terminate this agreement upon giving statutory notice.
- Statutory Notice is:
- | | |
|---------------|--|
| 0 - 1 month | NO Notice |
| 1 - 24 months | 2 Weeks |
| + 2 Years | 2 Weeks plus 1 week for every completed year |

- 15.5. If at any time the Flexi-Worker is deemed to have committed an act of gross misconduct as outlined in the company's disciplinary procedure the Company may terminate the Flexi-Worker's employment without notice.

16 Disciplinary and Grievance Procedure

- 16.1. The Company's Grievance Procedure and Disciplinary rules are contained in the Flexi Worker Handbook.
16.2. If a Flexi-Worker has a grievance he/she is entitled to raise a complaint in terms of the Company's grievance policy. All grievances should be directed to the Company not to the Client.
16.3. The grievance and disciplinary procedures are not contractually binding on the Company. The Company may alter them or omit any or all of their stages where it considers it appropriate.

17 Data Protection

- 17.1. By signing this agreement the Flexi-Worker consents to the Company and its agents processing personal data about him/her in order to properly fulfil its obligations under this agreement and as otherwise required by law in relation to his/her employment in accordance with the Data Protection Act 1998 and General Data Protection Regulations 2018'. Such processing will principally be for personnel, administrative and payroll purposes.

18 Miscellaneous

- 18.1. This agreement and the Flexi-Worker Handbook constitute the entire agreement between the parties and any contract of employment or contract for services which were previously issued to the Flexi-Worker by the Company will cease to have any effect on the date upon which you commence work under this contract.
18.2. There are no collective agreements which affect your terms of employment.
18.3. The Flexi-Worker confirms that he/she is legally entitled to work in the United Kingdom. If the Company discovers that he/she does not have permission to live or work in the United Kingdom, or if permission is revoked the Company will be entitled to terminate your employment immediately without giving any notice or paying in lieu of notice.
18.4. By signing this agreement the flexi-worker gives permission to the company to obtain references from all employers of the flexi-worker..

19 Law

- 19.1. These terms are governed by the law of (England & Wales) and are subject to the exclusive jurisdiction of the courts of England and Wales.



Agency Workers Regulations - Terms Addendum

October 2011

1 Definitions and Interpretation

- 1.1 In these Terms the following definitions apply:
- “Actual Rate of Pay” means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Booking Form;
- “Actual QP Rate of Pay” means the rate of pay which will be paid to the Agency Worker if and when s/he completes the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in any variation to the relevant Booking Form;
- “Agency Workers Regulations” means the Agency Workers Regulations 2010;
- “Calendar Week” means any period of 7 days starting with the same day as the first day of the First Assignment;
- “Emoluments” means any pay in addition to the Actual QP Rate of Pay;
- “First Assignment” means:
(a) the relevant Assignment; or
(b) if, prior to the relevant Assignment:
(i) the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and
(ii) the relevant Qualifying Period commenced in any such assignment,
that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);
- “Qualifying Period” means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;

2 Assignments and Information to be Provided

- 2.1 If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the relevant Booking Form or any variation to the relevant Booking Form (as appropriate).
- 2.2 If the Agency Worker considers that s/he has not or may not have received equal treatment under the Agency Workers Regulations, the Agency Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of his/her concerns.

3 Temporary Worker's Obligations

- 3.1 If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Agency Worker undertakes to:
 - 3.1.1 inform the Employment Business of any Calendar Weeks between 1 October 2011 and prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;
 - 3.1.2 provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and
 - 3.1.3 inform the Employment Business if, since 1 October 2011, s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
 - 3.1.3.1 completed two or more assignments with the Hirer;
 - 3.1.3.2 completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - 3.1.3.3 worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.

4 Remuneration

- 4.1 The Employment Business shall pay to the Agency Worker the Actual Rate of Pay unless and until the Agency Worker completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis and as set out in the relevant Booking Form.
- 4.2 If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker:
 - 4.2.1 the Actual QP Rate of Pay; and
 - 4.2.2 the Emoluments (if any), which will be notified on a per Assignment basis and as set out in the relevant Booking Form or any variation to the relevant Booking Form.
- 4.3 If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Agency Worker may be entitled to receive a bonus. The Agency Worker will comply with any requirements of the Employment Business and/or the Hirer relating to the assessment of the Agency Worker's performance for the purpose of determining whether or not the Agency Worker is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, the Agency Worker is entitled to receive a bonus, the Employment Business will pay the bonus to the Agency Worker.

5 Annual Leave

- 5.1 Under the Agency Workers Regulations, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the Working Time Regulations. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Booking Form or any variation to the relevant Booking Form.



6 Qualifying Period

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

- (a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
- (b) the break is:
 - (i) for any reason and not more than six Calendar Weeks;
 - (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
 - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
 - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
 - i. ordinary, compulsory or additional maternity leave;
 - ii. ordinary or additional adoption leave;
 - iii. ordinary or additional paternity leave;
 - iv. time off or other leave not listed in paragraphs (iv), ii, or iii above; or
 - v. for more than one of the reasons listed in paragraphs (iv), ii, iii to iv above;
 - (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
 - (vi) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
 - (vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
 - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
- (c) the Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv), i, ii, or iii, for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".



Terms of Employment

Between Encore Personnel Services Limited (The 'Company')

and.....(The 'Flexi-Worker');

NI Number.....

Job Title.....

Branch.....

I hereby acknowledge that I have received read and understand the Flexi-Worker Handbook which contains these terms of employment and I agree to be bound by the terms therein.

Deductions

1 Transport

A maximum daily charge of £ [redacted] may be deducted from your wages should the Company provide transport to and from your place of work.

2 Accommodation

A maximum daily charge of £ [redacted] may be deducted from your wages should the Company provide accommodation.

3 Miscellaneous

The Company reserves the right to deduct £ [redacted] for the purpose of [redacted] from your wages

You have the right to cancel or withdraw these deductions by giving 5 days notice should you not require the service or product that the deduction relates to, without any detriment. Any refunds or applicable rebates will be paid in your next wage from Encore Personnel Services Limited.

I confirm that I have read and understood the drugs & Alcohol policy for Flexi-workers

48 Hour Opt Out - I agree / disagree to exceed the 48 hour limit to my working week. I understand a period of 3 months is to be given in writing if I decide I am no longer willing to exceed the limit. (please initial box)

Drivers only:

I have read and understood The Drivers Declaration and have received a Drivers Handbook in relation to the new Drivers Hours Regulations (EC No 561/2006) & Road Transport (Working Time) Regulations

Signed by the Flexi-Worker.....

Signed on behalf of the Company.....

Date.....

Terms of Employment

Between Encore Personnel Services Limited (The 'Company')

and.....(The 'Flexi-Worker');

NI Number.....

Job Title.....

Branch.....

I hereby acknowledge that I have received read and understand the Flexi-Worker Handbook which contains these terms of employment and I agree to be bound by the terms therein.

Deductions

1 Transport

A maximum daily charge of £ [] may be deducted from your wages should the Company provide transport to and from your place of work.

2 Accommodation

A maximum daily charge of £ [] may be deducted from your wages should the Company provide accommodation.

4 Miscellaneous

The Company reserves the right to deduct £ [] for the purpose of [] from your wages

You have the right to cancel or withdraw these deductions by giving 5 days notice should you not require the service or product that the deduction relates to, without any detriment. Any refunds or applicable rebates will be paid in your next wage from Encore Personnel Services Limited.

*I confirm that I have read and understood the drugs & Alcohol policy for Flexi-workers

48 Hour Opt Out -

*I agree / disagree to exceed the 48 hour limit to my working week.

*I understand a period of 3 months is to be given in writing if I decide I am no longer willing to exceed the limit (please initial box)

*I confirm that I have been made aware to visit <https://www.encorepersonnel.co.uk/docs/Flexi-Book.pdf> for full details of Encore's Policies and Procedures and I confirm I will read through this.

Drivers only:

I have read and understood The Drivers Declaration and have received a Drivers Handbook in relation to the new Drivers Hours Regulations (EC No 561/2006) & Road Transport (Working Time) Regulations

Signed by the Flexi-Worker.....

Signed on behalf of the Company.....

Date.....

Success through excellence in recruitment practice,
staff development, retention and innovation