



Bailey
Employment Services

Temporary Worker Handbook

Version 1

STATUS OF DOCUMENTS

Bailey Employment Services Limited (BES) reserves the right to amend this Handbook.

The Latest Version is published on our Website.



Part of the Strategic Workforce Solutions Group

www.baileyemploy.co.uk

CONTENTS

| | |
|--|----|
| Welcome | 3 |
| Starting an Assignment | 4 |
| Hours and Timesheets..... | 5 |
| Pay | 5 |
| Annual Leave | 6 |
| Absences | 8 |
| Working Time | 10 |
| Health and Safety | 13 |
| Manual Handling | 14 |
| Agency Worker Regulations | 16 |
| Family Friendly Matters | 18 |
| Fines, Penalties and Charges | 19 |
| BES, The Internet, Emails and Mobile Phones..... | 19 |
| Data Protection..... | 21 |
| Complaints | 24 |
| Modern Slavery | 25 |
| Ending an Assignment | 27 |

WELCOME

Welcome to Bailey Employment Services Limited!

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

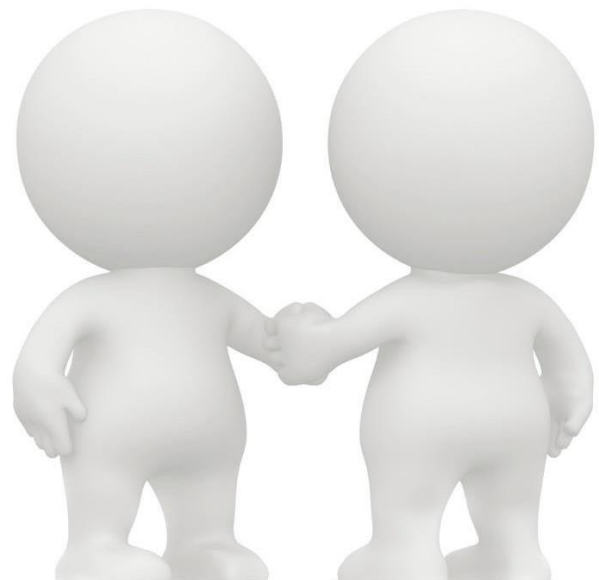
This guide is a general guide and will cover most of your temporary assignments however some assignments at certain clients will require additional information. If this is the case this information will be provided to you by Bailey Employment Services before your assignment begins.

Remember we are always here to help so if you have any further questions or queries then please contact your local branch between 8:00 am and 5:00pm Monday – Friday.

Please take time to read this brief guide, and thank you for choosing to work through Bailey Employment Services.

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 Bailey Employment Services.



STARTING AN ASSIGNMENT

KEEPING IN TOUCH

Once you have registered with your local Bailey Employment branch 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.

ELIGIBILITY TO WORK

Communication is vital with regards to your right to work documentation. You must inform Bailey Employment Services 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. Bailey Employment Services 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 Bailey Employment Services when you are not on assignment.

Bailey Employment Services 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 Bailey Employment Services has offered you an assignment and you have chosen to accept it, we will issue you with an Assignment Details Report. This Report 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.

DISCRIMINATION

Bailey Employment Services Group Ltd 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.

Bailey Employment Services 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,

pregnancy and maternity, sexual orientation, disability, race, colour, ethnic background, nationality, religion or belief, age or trade union membership.

DURING AN ASSIGNMENT

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 a Bailey Employment 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.

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.

Bailey Employment Services 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 or via cheque, remember that cheques take at least 4 days to clear.

Your payslips will be available to view via 'My Bailey Employment' on our BES website.

UNEMPLOYMENT BENEFITS AND SICK PAY

We will provide help if you have problems with benefits. There are a number of 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.

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 Bailey Employment Services by telephone to your named contact. You will 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.

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 they 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.

- As an example, if you have worked for 12 weeks, your entitlement is $28 \div 52 \times 12 = 6.46$ days.

Holiday pay is calculated based on your average remuneration over 52 weeks immediately preceding the holiday.

HOW YOUR HOLIDAY PAY IS CALCULATED

Example

Total pay in 52-week period

| Week No. | Weekly hours | Pay Rate (£) | Weekly Pay (£) | Weeks in assignment period | Total hours worked in assignment period | Total Pay for assignment period |
|--|---|--|--|--|--|--|
| <i>Calendar weeks making up assignment periods</i> | <i>Total number of hours worked in a week</i> | <i>Pay received for each hour worked</i> | <i>Total pay for each week (Weekly hours x pay rate)</i> | <i>Total of all weeks in assignment period</i> | <i>Weekly hours x weeks in assignment period</i> | <i>Weekly pay x weeks in assignment period</i> |
| 1 | 37.5 | 9.00 | 337.50 | 1 | 37.5 | 337.50 |
| 2 | 30 | 9.50 | 285 | 1 | 30 | 285 |
| 3-7 | 37.5 | 8.72 | 327 | 5 | 187.5 | 1635 |
| 8 | 30 | 9.00 | 270 | 1 | 30 | 270 |
| 9-13 | 40 | 8.72 | 348.80 | 5 | 200 | 1744 |
| 14-16 | 37.5 | 9.50 | 356.25 | 3 | 112.5 | 1068.75 |
| 17-29 | 30 | 9.50 | 285 | 13 | 390 | 3705 |
| 30 | 42 | 9.00 | 378 | 1 | 42 | 378 |
| 31-39 | 37.5 | 9.50 | 356.25 | 9 | 337.5 | 3206.25 |
| 40 | 22.5 | 9.50 | 213.75 | 1 | 22.5 | 213.75 |
| 41 | 40 | 9.50 | 380 | 1 | 40 | 380 |
| 42-52 | 40 | 8.72 | 348.80 | 11 | 440 | 3836.80 |
| Total | | | | 52 | 1869.5 | £17,060.05 |

Example Holiday Pay Calculation for 10 days' annual leave

- Average weekly hours = $1869.5 \div 52 = 35.9$
- Average hourly pay = $17060.05 \div 1869.5 = 9.12$
- Average daily hours = $35.9 \div 5 = 7.18$ (we assume a 5 day working week)
- So your holiday pay is = No. of days' entitlement x average daily hours' x average hourly pay
- $10 \times 7.18 \times 9.12 = \underline{\underline{£654.82}}$

- The holiday year starts on March 1st and ends on February 28/29th the following year.
- All requests for holiday must be in writing to the branch you are registered at.
- You must give twice as much notice as the days you wish to take, i.e. If you wish to take 5 days holiday, you have to 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 of the hours you normally work will be included in the calculation of your holiday pay.
- Bailey Employment Services 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.
- Bailey Employment Services also reserves the right to require you to take any outstanding holiday entitlement during any period of notice whether given by you or Bailey Employment Services.
- We cannot offer you work whilst you are on paid leave from another 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 Bailey Employment Services 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. Bailey Employment Services 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.

ABSENCES

SICKNESS

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

1. Inform Bailey Employment Services 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.
2. If you are off sick **less than 7 days**, you should complete a self-certification form which is available from your branch and send it to your Bailey Employment branch on the day of your return.
3. If you are off sick **more than 7 days** you will need to get a note from your doctor. This should be sent to Bailey Employment Services 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.

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 Doctor's note for periods 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 Bailey Employment Services or the Job Centre. You will not be entitled to SSP from Bailey Employment Services for periods where you are not on assignment.

Bailey Employment Services 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.

SICKNESS ABSENCE POLICY

The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern.

1. INITIAL SICKNESS ABSENCE MEETING

- 1.1. If you are off sick for 4 weeks or more, or have 4 or more periods of absence within a 2-month period, then in the first instance, we will invite you to a Sickness Absence Meeting.
- 1.2. We will notify you in writing of the time, date and place of a Sickness Absence Meeting, and

why it is being held. We will usually give you a week's notice of the meeting.

- 1.3. The purposes of the Sickness Absence Meeting will be to discuss the reasons for your absence, how long it is likely to continue, whether it is likely to recur, whether to obtain a medical report, and whether there are any measures that we could take to improve your health and/or attendance.
- 1.4. You should attend this meeting unless there are extenuating circumstance, which mean you are unable to do so. If you are unable to attend this meeting, you must to let us know.
- 1.5. If you fail to respond or attend the Sickness Absence Meeting, we will send you a second letter, if we do not hear from you with two weeks of the date of this letter there we may have to take further action.

2. FOLLOW UP

- 2.1. Following the Sickness Absence Meeting, we will write to you with a summary of the issues and solutions/outcomes reached.
- 2.2. In cases of long-term absence, we may seek to agree a return-to-work programme, possibly on a phased basis.
- 2.3. In cases of short-term, intermittent absence, we may set a target for improved attendance within a certain timescale.
- 2.4. We may ask you to re visit your GP to get an amended or up to date sick note in order to proceed with the discussed solutions or to obtain further medical reports.
- 2.5. We may decide that the timing is not right to discuss your return to work and will therefore arrange another time to reassess your situation.

3. NON IMPROVEMENT

- 3.1. If, after receiving this letter, you:
 - (a) do not responded at all within two weeks;
 - (b) do not obtain the medical information requested;
 - (c) have not returned to work in line with the return to work programme; or
 - (d) do not improve your attendance in line with the agreed target timeframes,

we will write to you to again; this letter will require you to act failure to do so may lead to disciplinary action or an assumption that you have resigned from your position.

OTHER ABSENCES

If you need time off for any other reason it is important that you give Bailey Employment Services 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.

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 for longer hours. For this reason Bailey Employment Services 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
- 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.



DRIVERS WORKING TIME

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

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 |
|------------------|----------------------------|------------------|---|
| LGV CE | Artic, trailer | Haulage | EC 561/2006, Road Transport(WT) Regulations |
| LGV C | Rigid | Haulage | As above |
| 7.5t C1 | Rigid | Haulage | As above |
| B | 3.5t van, flat-bed, tipper | Haulage/delivery | GB Domestic (Freight) Rules |
| B | Car derived van | Delivery | Working Time Regulations 1998 |

EXCEPTIONS

| | | | |
|---------|----------------------------|----------------------------|--------------------------------------|
| CE | Artic, trailer | Off road – shunter, docks | Working Time Regs 1998 |
| CE or C | Tanker | Milk collection from farms | GB Domestic (Freight) Rules |
| CE or C | Tanker | Bulk milk | EC 561/2006, Road Transport(WT) Regs |
| C | Refuse | Domestic Refuse | GB Domestic (Freight) Rules |
| C | Refuse | Commercial Refuse | EC 561/2006, Road Transport(WT) Regs |
| C or C1 | Road sweeper, gully sucker | Street & road cleansing | GB Domestic (Freight) Rules |

PASSENGER

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 |
| B | People carrier <9 seats | | Working Time Regs 1998 |

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 within your branch.



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)

Bailey Employment Services 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 Bailey Employment Services Always make sure you wear and use the PPE as directed by the client.

PPE equipment should be returned to Bailey Employment Services 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.

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

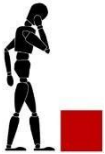
You should also record the details of your accident in the accident record sheet.

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.

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:

- a. are physically unsuited to carry out the task.
- b. are wearing unsuitable clothing, footwear or other personal effects.
- c. 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%

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.



AGENCY WORKER REGULATIONS 2010 (AWR)

The following notes are intended as a basic guide.

Contact your branch if you want any information regarding the AWR, and in particular if you think you have not been treated fairly. Alternatively, visit <https://www.gov.uk/government/publications> and search Agency Worker Regulations 2010– Guidance.

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 child care facilities.
- access to transport services.
- access to information about job vacancies at the client.

After a 12 week qualifying period you will be entitled to equal pay with no pay between assignments

Equal pay means that you are entitled to the same pay, as you would have been, had you been hired directly by the client to do the same job, with the same qualifications and experience.

To complete the 12 week qualifying period you must have worked 12 weeks at the same client, with no more than 6 week gaps between periods of work. If you have a gap of more than 6 weeks at the client after the 12 week qualifying period, you will have to re-qualify.

FAMILY FRIENDLY MATTERS

MATERNITY PAY

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

- you have worked for Bailey Employment Services 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 child birth;
- you have given Bailey Employment Service 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.

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 Bailey Employment Services 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.

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 chooses to end her statutory maternity pay early.

You may be entitled to Shared Parental Pay if:

- you have worked for Bailey Employment Services 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.

SHARED PARENTAL LEAVE

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

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 Bailey Employment Services for at least 26 weeks prior to being placed with the child;
- your earnings are high enough;
- you have given notice to Bailey Employment Services;
- you have provided proof of adoption

Statutory Adoption Pay is paid at a set rate or 90% of your earnings, whichever is lower.

ADOPTION LEAVE

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

GENERAL INFORMATION

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.

THE INTERNET, EMAILS 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 text messages are not secure, as they can be forwarded on to other people.

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

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.

USE OF MOBILE PHONES IN CLIENTS VEHICLES

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

DRUGS AND ALCOHOL

You must not attend work under the influence of alcohol and / or drugs. Bailey Employment Services 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.



DATA PROTECTION PRIVACY NOTICE

Bailey Employment Services 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.

Bailey Employment Services 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 personal data, set out in the General Data Protection Regulations (2018).

COLLECTING YOUR PERSONAL DATA

How?

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 at one of our branches, 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

What?

The Personal Data we may collect includes:

- Name
- Address
- Contact telephone
- Email address
- Biometric Data
- Date of birth
- Medical Information and History
- National Insurance Number
- Bank Details
- Eligibility to work information
- Employment history
- Professional qualifications and licences
- Ethnic Origin
- Criminal record
- Job Preferences
- Marketing Preference
- Appearance

Why?

Bailey Employment Services 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.

Bailey Employment Services 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 dataprotection@swsgroup.co.uk.

PROCESSING YOUR PERSONAL DATA

Your Personal Data is stored locally on our secure database and is only accessible by employees of Bailey Employment Services. 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.

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.

YOUR RIGHTS

You have the following rights concerning your Personal Data:

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

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.

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.

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:

- (a) if you want us to establish the data's accuracy;
- (b) where our use of the data is unlawful but you do not want us to erase it;
- (c) 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
- (d) 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 dataprotection@swsgroup.co.uk.

CONTACT

Bailey Employment Services Limited is the data controller, and is based at Unit 1, Topaz, Topaz Way, Bromsgrove B1 0GD.

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

Unit 1 Topaz

Topaz Way

Bromsgrove

Worcestershire

B61 0GD

Email: dataprotection@swsgroup.co.uk

Tel: 0121 504 3130

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](#).

COMPLAINTS

GENERAL COMPLAINTS

We never want you to be unhappy whilst working at Bailey Employment Services, 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:

1. In the first instance please contact your **Bailey Employment Consultant** at your local branch.
2. If your complaint can't be dealt with by them, then please contact your **Branch Manager**.
3. If you are still not satisfied that your complaint has been resolved then please put your complaint in writing to our **Head Office** in writing by emailing customer.satisfaction@thebestconnection.co.uk.

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

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;

1. Contact your local Branch Manager.
2. Contact our **Head Office** in writing by emailing customer.satisfaction@thebestconnection.co.uk.

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



MODERN SLAVERY

As a labour provider, we are on the front line of combatting modern slavery. Bailey Employment Services 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 our confidential whistleblowing email at whistleblowing@baileyemploy.co.uk

HELP REDUCE EXPLOITATION
POMÓŻ NAM WALCZYĆ Z WYZYSKIEM
PADĖKITE SUMAŽINTI ŽMONIŲ
IŠNAUDOJIMĄ
ПОМОГИТЕ УМЕНЬШИТЬ
ЭКСПЛУАТАЦИЮ

stronger
together

tackling hidden labour exploitation



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



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

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

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

- Zgłoś 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 nagłych przypadkach zadzwoń na Policję pod numer 999, w przypadkach nie wymagających nagłego przybycia Policji zadzwoń pod 101.

Więcej informacji znajdziesz na stronie internetowej www.stronger2gether.org



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

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

Jeigu atsakėte TAIP bent į vieną klausimą, pasakykite apie savo situaciją 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>.
- Iškviešti policiją skubiu atveju numeriu 999, arba 101 jei tai nėra skubu.

Daugiau informacijos rasite : www.stronger2gether.org



Nam нужна ваша помощь, чтобы уменьшить эксплуатацию трудящихся-мигрантов преступными группировками и оскорбительные лиц.

1. Вы вынуждены работать, когда вы не хотите?(против вашего хотения)
2. Вы вынуждены платить кому-то деньги чтоб получить работу?
3. Вы вынуждены жить в жилье против вашей воли?
4. Кто-то контролирует ваши документы, удостоверяющие личность или счет в банке?
5. 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 лицензирующих органов по номеру 0800 432 0804 или по горячей линии современного рабства по номеру 0800 0121 700 или <https://modernslavery.co.uk/contact.html>.
- 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.

1. Ste násilím prinútený pracovať?
2. Musíte niekomu platiť, aby vám dal prácu?
3. Ste nútený žiť v danom ubytovaní proti vlastnej vôli?
4. Kontroluje niekto vaše osobné údaje alebo bankový účet?
5. Vyhráza sa alebo ztrašuje 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 (licenčný organ gangmasters) na číslo 0800 432 0804 alebo na Modern Slavery Helpline (linka moderneho otroctva) na číslo 0800 0121 700 alebo na <https://modernslavery.co.uk/contact.html>.

- V prípade nudzovej situácie prosím volajte Políciu na 999, alebo 101 ak to nie je nudzova situacia.

Taktiež nájdete informácie na webovej stránke 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.

1. Принуждават ли Ви да работите против волята Ви?
2. Налага ли се да плащате на някого, за да Ви осигурява работа?
3. Принуждават ли Ви да живеете на определено място?
4. Има ли някой, който контролира документите Ви за самоличност или банковата Ви сметка?
5. 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 фирми-посредници 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



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

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

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

- 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>.

- Ārkārtas situācijā zvaniet uz 999, vai arī 101 ja tas nav steidzami.

Iai saņemtu sīkāku informāciju, apmeklējiet www.stronger2gether.org



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

1. Sunteți forțați să lucrați în pofida voinței dvs?
2. Sunteți nevoiți să plătiți pe cineva pentru ca să vă dea să lucrați?
3. Sunteți obligați să trăiți într-o anumită locuință împotriva voinței dvs?
4. Vă ține sub control cineva documentele de identitate sau conturile bancare?
5. 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 și:

- Raportați-l la organizația Gangmaster Licensing Authority la numărul 0800 432 0804 sau la Linia de Asistență Telefonică a Sclaviei Moderne Modern Slavery Helpline la numărul 0800 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

Bailey Employment Services, 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 Bailey Employment Services. After this date you should continue to make contact with your local branch who will find your next suitable assignment.

THANK YOU!

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

We would like to wish you every success on your assignments with Bailey Employment Services!

If you have any queries or issues do not hesitate to call your Bailey Employment Services Branch! (a list of branch contact details can be found on our website.)

Follow Bailey Employment Services on Facebook and Twitter for the latest jobs and news!





Bailey Employment Services Limited
Unit 1 Topaz
Topaz Way
Bromsgrove
Worcestershire
B61 0GD
T: 0121 504 3000
W: www.baileyemploy.co.uk

Part of the Strategic Workforce Solutions Group