

clarity
appointments

a fresh approach to recruitment



Temping with
Clarity Appointments

Temping is a great opportunity to meet new people, work for a variety of companies and professional cultures, gain new skills and offers you valuable experience.

Some people temp professionally, enjoying the flexibility that this type of work offers. Others choose temporary work after redundancy or as a step back into employment after raising a family.

Whatever your reasons for temping, you will find it a fantastic opportunity to 'test the water' with local companies. Temping can also often lead to the offer of permanent employment.

Why temp with Clarity?

Clarity Appointments is a local independent recruitment agency covering accountancy, office and executive vacancies. Temps choose to work with us because

- We are small and offer an individual, personalised service
- Professional, trained staff
- A high quality service
- We have a desirable client database
- A direct dial number to a dedicated consultant

Temping with Clarity Appointments will give you access to the following benefits;

- Paid holiday
- Access to a stakeholder pension
- Statutory sick pay
- An exceptional payroll service which is fast and accurate

What is the difference between temping and contracting?

Temping, or temporary work, is work based on a non-fixed term and can last anything from a day or two, to many months. Salary is paid weekly on an hourly basis.

Temping is a great opportunity to work in between finding suitable permanent employment and offers flexibility, the ability to learn new skills, work in different environments and meet new people.

Contracting is short term work, like temporary, but is for a fixed term. For example, to cover a period of maternity leave, perhaps for 12 months. However, a contractor will be paid direct by the company they are working for day to day rather than by the agency.

Pay & Benefits

An hourly rate will be agreed for the job before your start, depending on the skills and experience required for the assignment.

Care should be taken when working 'overtime' since your agreed hourly rate will be paid for any hours over the normal working hours. Only in exceptional circumstances, when pre-arranged with the client, will an overtime rate be paid. Salary is paid weekly on an hourly basis.

How am I paid?

You will be asked to complete a bank details form and appropriate tax form on commencement of your assignment. The forms should be completed promptly and returned to us for processing before you submit your first timesheet.

Payment for the work you complete is made one week in arrears, by BACS, direct to your bank or building society account. Your payslip will be sent by email.

○ Tax & National Insurance

While temping you are liable for tax under the PAYE scheme and will need a National Insurance number to be able to temp.

Some professional contractors choose to register as a Limited Company but you should seek professional guidance on this matter.

○ Paid Holiday Scheme

All temporary workers are entitled to paid holiday, offering a maximum of 28 days paid holiday per year during the first 12 weeks of employment and reviewed under the Agency Workers Regulations on week 13. The amount of paid holiday made to you depends upon your earnings from bookings by Clarity Appointments in the weeks preceding your holiday.

○ How do I qualify for paid holiday?

You qualify as a temp from the day you commence a booking with Clarity Appointments. There is no qualifying period and all temps working to the PAYE scheme are eligible. Those choosing to work through their own Ltd Company do not qualify.

○ How do I know how much holiday I am entitled to at any time?

You will be notified of your accrued holiday entitlement on each weekly payslip.

○ How is my paid holiday calculated?

Joe Bloggs has worked 24 weeks in his current annual leave year. His entitlement for the year is 5.6 weeks, and Clarity Appointments includes the leave weeks in the entitlement calculation. Therefore the calculation would be 24 divided by 52 then multiplied by 5.6 so: $(24/52) \times 5.6 = 2.5846$ weeks – rounded to 2 decimal places this is 2.58 weeks accrued so far.

○ How do I claim holiday?

You should complete a holiday request form and return it to your Consultant in good time. The holiday year runs from 1 January to 31 December. Any holiday that is not taken by the 31 December cannot be carried forward.

○ How do bank holidays affect my holiday pay?

If you wish to be paid for your bank holidays and have sufficient holiday in your fund, please request holiday pay in the usual way.

○ National Insurance Contributions

Clarity Appointments make your NI contributions on your behalf. You will be asked for your National Insurance number on commencement of a booking.

○ Statutory Sick Pay

SSP is administered on behalf of the government. To check your entitlement, please go to the following website; www.dwp.gov.uk

○ Maternity, Paternity & Adoption Benefits

These are government schemes that Clarity administers on their behalf.

Please refer to the following website to check your entitlement www.dwp.gov.uk

○ The Working Time Regulations 1998

These government regulations stipulate that you may not work more than 48 hours per week, although this can be averaged over a period of several weeks. You should advise Clarity Appointments if you intend to exceed this number of working hours in any week.

○ Workplace Pension

From 1st April 2017 Clarity Appointments offer a workplace pension to all eligible temporary workers. We have put together a short video below to explain, with further information available below.

<https://tinyurl.com/n3ervev>

Why have I been put into a pension scheme?

- All employers now have to put their workers into a pension scheme if they earn over £10,000 per year, are aged 22 or over and are under state pension age. This is the law, because the government wants to get more people to have another income in addition to the state pension when they retire.

What if I don't want to join the scheme?

- If you don't want to join the scheme, you need to ask to leave it. You can choose to leave the scheme in the one month period starting on either the date of this letter or the date you were put in, whichever is the latest. You do this by completing the form available from our pension provider, Smart Pension, and following their instructions.
- You will need to sign the form, or if you send it electronically it will need to include confirmation that you are submitting it personally.
- The pension provider will also be able to tell you when the one month period started, if you aren't sure.
- If you leave the scheme during this period any money you have already paid into your pension will be refunded and you won't have become a member of the scheme on this occasion.
- If you want to stop paying into your pension after the end of this one month period you can. The money you have already put in may be refunded but this will depend on the pension scheme we are using and how long you have been paying into it.

What if I ask to leave the scheme but then change my mind in the future?

- You can ask to rejoin the scheme by contacting us in writing by sending a letter which has to be signed by you. Or if you send it electronically, it has to contain the phrase, 'I confirm I personally submitted this notice to join a workplace pension scheme.'
- If you earn more than £112 a week (£486 a month) we will pay into the pension scheme as well.
- You can only re-join once in any 12 month period.

If I ask to leave the scheme, what happens after that?

- Anyone who asks to leave, or stops paying into, the scheme will be put back into it at a later date (usually every three years if they meet certain criteria). This is because your circumstances may have changed and it may be the right time for you to start saving. We will contact you when this happens and you can ask to leave the scheme.

If I want to stay in the scheme do I have to pay in?

- You will pay in 1% of your earnings each pay period. This will be taken directly from your pay and may include tax relief from the government. We will also pay in 1% of your earnings each pay period. Therefore, the total amount put into your pension pot will be 2% of your earnings.

Will this amount change?

- As the money you pay in is a percentage of your pay, the amounts will automatically go up or down if your earnings do. Also, we are going to increase the percentage being paid into your pension over the next few years in line with the government's minimum standards. From 6 April 2018 you will pay 3% of your earnings each pay period and we will pay 2%. And then from 6 April 2019, you will pay 5% and we will pay 3%.

Working as a Limited Company

Before choosing to operate as a limited company, it is important to know whether you are working for that person in an employed capacity or in a self-employed capacity as an independent contractor.

We strongly advise that you read the government guidelines on the Inland Revenue website covering the area of IR35, ensuring you understand the regulations fully before deciding to work as a limited company.

The link to this website is as follows: www.hmrc.gov.uk/ir35

Clarity Appointments will only accept contractors working as a limited company on presentation of the relevant M&AA and Certificate of Incorporation and once we are assured that the limited company contractors' terms pose no risk of liability to our business.

As a limited company contractor you will be employed/engaged by your limited company/umbrella company directly. No contract of employment or contract for services will exist between you and Clarity.

Other Important Information

Temporary Workers Conduct

Whilst you are working at a client's premises through Clarity, you are representing our business and we expect appropriate and professional conduct at all times.

If your performance or attitude gives us cause for concern, you may have your assignment terminated immediately and/or Clarity refusing to work with you in the future.

If you have a dispute with a client or feel the assignment or environment difficult, please advise your Consultant immediately. It is important to us that you are treated with respect throughout your assignments and we handle all grievances seriously.

Leaving a Temporary Assignment

Should you wish to leave an assignment before it has reached its conclusion, please telephone your consultant. We ask as a professional courtesy that you provide 7 days notice before leaving, wherever possible.

On leaving you will be paid any holiday pay outstanding and a P45 will be issued.

Agency Workers Regulations 2010

What you need to know as an agency worker

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1. Background

From the 1 October 2011, the Agency Workers Regulations 2010 (the Regulations) gave agency workers working in England, Scotland and Wales new equal treatment rights. This means that when you are taken on by an agency and supplied to work for the agency's client (the hirer) you will be entitled to work under the same basic employment rights that would have applied if the hirer took you on directly. These rights apply after you have worked in the same role for the same hirer for 12 weeks.

However, from the first day of an assignment you are also entitled to access collective facilities provided by the end user hirer to its own workers and to be advised by the hirer of relevant vacancies which arise within the hirer's business. These are also referred to as 'Day One rights'.

2. Am I an agency worker?

The Regulations refer to an agency worker as:

- an individual;
- who is supplied by a temporary work agency to work temporarily under the supervision and direction of a hirer; and who
- has a contract of employment with the agency, or any other contract with the agency to perform work or services personally.

You are not an agency worker if:

- you have found a permanent job (even if this is via an agency); or
- you are genuinely self-employed (i.e. in business on your own account).
- If you are an agency worker, you cannot opt out of the Regulations.

3. What if I work through an umbrella company?

If you are engaged via an umbrella company or other intermediary you are still deemed to be an agency worker under the Regulations unless you are genuinely self-employed.

4. What do you mean by Day One rights?

From day one of an assignment, as an agency worker, you are entitled to the following two rights:

i. The right to access information on job vacancies

The hirer you are working for must inform you of any relevant job vacancies in their organisation and ensure that you have the same access as other workers to the information available. This does not mean that you will automatically have the right to be employed by the hirer; you must follow the usual recruitment process that they use. (This does not apply in the situation where the hirer has a freeze on external job advertisements where any vacancies are held for internal moves in order to prevent potential redundancies).

ii. The right to access collective on-site facilities

You are also entitled to access collective facilities such as crèche and childcare facilities, canteen facilities, car parking and the provision of transport services that are provided to the hirer's own workers.

This access to facilities can be refused if your hirer has 'objective grounds' for doing so. In practice this means that if there is a waiting list for childcare facilities or a car park space, you will not automatically be entitled to a place but can be subject to the same criteria to access the facility as someone directly recruited by the hirer. You will not be entitled to 'amenities' such as subsidised gym membership and season ticket loans as they are considered to be a reflection of the long-term relationship between an employee and a hirer.

The hirer has sole responsibility for ensuring that you receive these Day One rights.

5. What do you mean by 'the same basic working and employment conditions'?

On completion of the 12 week qualifying period, as an agency worker you are entitled to equal treatment in respect of basic working and employment conditions relating to:

- pay
- duration of working time
- night work
- rest periods
- rest breaks and
- annual leave.

Equal pay includes:

- basic salary
- bonuses or commission payments related to the quantity and quality of work carried out by you
- shift allowance
- overtime payments
- holiday pay and
- vouchers (e.g. luncheon vouchers, providing they have a fixed monetary value and are not part of a salary sacrifice scheme).

Equal pay does not include:

- benefits in kind
- vouchers which are a salary sacrifice arrangement between an employer and an employee
- pension payments (temporary workers are entitled to a pension under separate legislation that came into effect in 2012)
- occupational sick pay
- redundancy pay
- notice pay
- advances and loans
- share and option schemes
- maternity, paternity and adoption pay (over and above the statutory entitlement)
- loyalty bonuses or any bonus payments which are not directly attributable to the amount or quality of the work performed by you
- guarantee payments
- expenses and
- health/life insurance.

Holiday entitlement – As an agency worker you are already entitled to the statutory leave entitlement of 28 days (pro-rata'd). If you qualify for equal treatment you will also be entitled to any additional holiday entitlement the hirer provides to direct recruits. The Department of Business, Innovation and Skills have advised agencies that this additional entitlement can be rolled up and paid in lieu of taking the time off, as long as the amount paid is set out clearly and separately on your pay slip.

6. Pregnant agency workers

If you are a pregnant agency worker you will be entitled to paid time off to attend pregnancy related medical appointments and antenatal classes once you achieve the 12 weeks' qualifying service. You will need to show the agency your appointment card or other proof of appointment (except for the first appointment).

In addition, if an assignment is terminated on pregnancy related health and safety grounds the agency will have to find you suitable alternative work on terms which are not substantially less favourable than the previous assignment. If the agency cannot find you suitable alternative work the agency will be required to pay you for the remainder of the original assignment. If you unreasonably refuse suitable alternative work you will not be entitled to such pay.

7. How will I qualify for equal treatment after 12 calendar weeks?

After you have worked for 12 calendar weeks in the same role with the same hirer you will be entitled to equal treatment irrespective of your working pattern (e.g. full time or part time) and irrespective of which or how many agencies supplied you to do the same role at the hirer.

Any time worked during a week will be counted as 'one week' for the purposes of calculating the qualifying period even if you have only worked a few hours in a week. For example – if you start an assignment on the Saturday, any work done up to and including the following Friday will be counted as one week towards the qualifying period.

A new qualifying period will begin only if a new assignment with the same hirer is substantively different (and that does not mean simply changing a job title; it will mean looking at the work and duties performed), or if there is a break of more than six weeks between assignments in the same role (except in certain limited circumstances).

8. What if I want/need to take some time off work, will this mean I have to start my 12 week qualifying period again?

The qualifying period will be paused (rather than stopped) if you take:

- a break (for any reason) of 6 weeks or less and then return to the same role with the same hirer
- certified sick leave for no more than 28 weeks
- time off during periods where the hirer does not require you to work because of various types of industrial action
- time off during periods when the hirer has temporarily closed down (e.g. Christmas shut down) or
- time off for public duties (including jury service of up to 28 weeks).

In other cases if you take a break which is related to pregnancy or childbirth, or if you take maternity, adoption or paternity leave, you will be treated as if you have continued working in an assignment.

It is clear that as an agency worker you will not have to work for 12 consecutive weeks via the same agency to qualify for the right to equal treatment. It is possible for you to accrue the 12 weeks' qualifying period over a much longer period of time and through more than one agency.

9. If I have already worked for the hirer previously, do I have to inform the agency of this?

Your agency may ask you to give them details of previous assignments that you have completed. If they do so, you are not under a statutory obligation to provide them with such information, but if you do not, they will not be able to ensure that they provide you with equal treatment rights. Also, please be aware that if you do not provide them with the correct information this may affect any Employment Tribunal claim you may issue and any subsequent compensation you may seek.

10. What if I work for two different hirers at the same time i.e. one for two days a week and the other for three?

This would mean that you will have two qualifying clocks running at the same time and you will qualify for equal treatment with each of the hirers after working 12 calendar weeks for them (this is only the case if the two roles are different).

11. How will I know if I am being treated the same as I would have been if I had been recruited directly by the hirer?

The Regulations require that as an agency worker you are treated as if you had been recruited directly by the hirer to do the same job. On a practical level, this means that equal treatment will need to be established in respect of the basic terms and conditions that apply to a comparable worker or a comparable employee engaged in the same role or doing broadly similar work taking into account the skills and qualifications of yourself and the comparable employee/worker. The comparable employee or worker must work at the same establishment as you or at another of the hirer's establishments.

There may be a direct recruit who could serve as a 'flesh and blood' comparator to establish parity in pay and working conditions. However, if a 'flesh and blood' comparator cannot be found, then there may be an identifiable pay scale or a starting rate which the hirer and agency can use as a reference point.

12. What if I feel my agency is giving me shorter assignments just so that I don't reach the 12 week qualifying period?

The Regulations contain anti-avoidance measures to prevent agencies and hirers from structuring assignments in a way so as to prevent you from reaching your 12 week qualifying period. This includes – supplying you to connected hirers, rotating you and other agency workers, or repeatedly terminating and recommencing assignments where the most likely explanation is to prevent you from accruing the 12 weeks' qualifying period. If an Employment Tribunal finds that the Regulations have been deliberately avoided, the Tribunal can award you compensation of up to £5000. However, this does not prevent agencies and hirers terminating and commencing assignments as and when required to meet a genuine business need.

13. Are there any situations where my agency will not have to provide me with equal treatment?

The Regulations contain an exemption from equal treatment after 12 weeks in respect of pay only if you are employed by the agency on a particular contract of employment. In order to make use of the exemption that contract must meet certain conditions. In particular, the agency will be required to pay you a minimum amount between assignments if the agency cannot find suitable alternative work for you. If you refuse suitable alternative work, the agency will not be obliged to pay you between assignments. Your agency will not be able to terminate your contract of employment until it has met the obligations above for at least four weeks during the course of the contract. You will still be entitled to equal treatment in respect of working conditions and to the Day One rights discussed above.

The minimum amount of pay that the agency must pay you when not working must be at least 50% of the pay paid to you in the "relevant period" and this must not be less than National Minimum Wage. The relevant period is the week or month in which you had your highest earnings in the 12 weeks prior to the date the previous assignment ended.

If your agency offers you a permanent contract of employment, your contract must meet the following conditions in order for your agency to utilise the exemption from equal pay:

The contract must commence before the assignment starts and must contain the following terms:

- the minimum scale and rate of pay you will receive and how this will be calculated
- the location(s) where you will be expected to work
- the expected hours of work during any assignment
- the maximum hours per week that you may be required to work during an assignment
- the minimum hours per week that your agency will offer you during an assignment (this must be at least one hour)
- the type of work that your agency will offer you and details of any qualifications or experience required and
- a provision that warns you that by entering into the contract of employment you will not be entitled to equal pay under the Regulations.

14. What should I do if I think that I am not receiving equal treatment that I believe I am entitled to?

If you have completed the 12 week qualifying period and if you believe that you are not receiving the equal treatment that you feel you should be getting, we suggest that you make an informal enquiry to the agency to find out if this has happened and if so why it has happened. It may be, for example, that you have not yet completed the qualifying period or the agency has made a mistake which can easily be rectified. If you do not receive a satisfactory response you are entitled to make a request for a written statement from your agency that will provide you with information about the treatment you have received. You can make a written request to the agency which will then have 28 days to respond in writing. If you do not receive the information from the agency within 30 days of making the request, you can make a request directly to the hirer. If you do not receive a response from the agency or the hirer, an Employment Tribunal may take this into account in any future tribunal claim against the party at fault.

15. Who should I complain to if I have an issue?

There is no independent body tasked with policing and enforcing the Regulations. Instead you are able to pursue a claim in an Employment Tribunal in order to enforce your rights. Such claims can either be brought against the hirer the agency or both depending on the particular breach in question. The Employment Tribunal will analyse the facts to determine to what extent each party is responsible for the breach of the Regulations. We recommend that you try to resolve the issue informally before making an Employment Tribunal claim.