

Worker Handbook



Information on
working for
Option A
Version 4.3 April 2023

Option A—People Solutions



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Welcome to the Option A Team

You will probably be reading this handbook because you have just registered with Option A or already be working as part of our team of valued workers.

Either way we would like to welcome you to the team and hope that you enjoy your time working with us. The purpose of this handbook is to inform our workers who are contracted to us on a “contract for services” of the standards we aspire to and to give information on your rights. If you have a contract for employment with us you should use the “Employee Handbook”.

Please note that this handbook is a guide to current policies and procedures but it is non-contractual and is not intended to form part of your terms and conditions. Option A also reserves the right to review and vary its policies and procedures from time to time.

Hopefully this handbook will answer most if not all of your queries but if you can’t find the information you need please don’t hesitate to contact your consultant.

Our Values:

- 1) We care for our clients, candidates and colleagues
- 2) We value honesty, integrity and authenticity
- 3) We value transparency
- 4) We value delivery
- 5) We value professional, responsive action

Your Employment Status

When working for Option A, unless specifically told otherwise, you are under a “contract for services”.

This means you are not classed as an employee but as a worker.

Which means Option A doesn't have to offer you work and you don't have to accept any work offered.

Though once you have been offered work and you have accepted it, you are expected to turn up and carry it out satisfactorily.

Option A agrees to pay you for any work you undertake and you will accrue holiday pay, which we will pay you when you request it, or on leaving with a p45.



Performance and Expectations

When you accept a role with Option A you will be provided with written confirmation of the location of the work, the rate of pay and the hours you are expected to work. The written confirmation will take the form of either a text message, email or contract.

As a worker generally you are not subject to disciplinary procedures but you are required to follow rules and guidance of the customer and the site you are working on.

One of the main reasons Option A has so many jobs to offer you is that our customers use Option A because of the quality of you, our workers.

Whilst we hope everyone always works to the highest standards, we appreciate that not every job suits every person, to help us reward those members of our team who perform the best and ensure that our standards are met we do rate workers from 1 to 5.

All of workers will start as a 3 and can achieve a rating of 1, which is 'excellent'. Workers with the highest ratings will tend to get calls for the best paying jobs first and find themselves in most demand, whereas a rating of 4 will place you on the reserve list and 5 will mean no further offers of work.

If you have poor attendance, unexplained absences or do not achieve the standard of work expected then your rating will decline.

Whilst you have the ability to choose when you want to work, once you have accepted the work you are expected to turn up within a reasonable time to start your shift.

If you are unable to attend a shift you must inform your consultant and provide reasons for your absence, before the shift starts. If you need to leave a shift early, again a reason must be communicated both with your consultant and manager onsite.

Communication is key !



Rules

There are some rules which are universal and should they be breached then your contract for services with Option A may be terminated with immediate effect following investigation:

You must not:

- Be under the influence of alcohol or any non-prescribed drugs.
- Discriminate against a colleague, employer or anyone else you come across in the path of your work on the grounds of their race, gender, age, religion, sexual orientation, pregnancy or any disability.
- Additionally you must avoid all other language which could be considered offensive or crude, this includes swearing.
- Be dishonest, this includes theft and mis-recording of hours worked.
- Engage in any violence, harassment, bullying or threatening behaviour.
- Fail to follow any health and safety requirement, food hygiene or any other statutory regulation, for example traffic regulations.
- Misuse or damage company property. This includes using the company's internet connection and or computers to view or share offensive or pornographic material.
- Fail to follow reasonable instructions.
- Complete the application form falsely.
- Fail to disclose any unspent criminal convictions in accordance with the Rehabilitation of Offenders Act 1974.



Remember it is the “perception” of what you say, not your “intention” that matters when speaking to people

We pride ourselves on fairness and clarity.

Social Media Policy

Misuse of social media, including false, abusive or derogatory comments made about Option A or its customers will not be tolerated.

Any other comments or posts that bring Option A into disrepute will not be tolerated.

Such comments could result in your contract for services with Option A being terminated with immediate effect.

Remember once something has been posted online it can spread far beyond your control and you should treat anything you write as public.



Payment

Option A aims to ensure prompt and transparent payment for all our workers.

For most assignments a payslip will be sent weekly via email, normally on a Thursday afternoon, confirming the hours that you have worked and the pay that you are due.

We ask that you check this payslip immediately and inform your consultant if there are any queries.

Your wages will then follow, paid directly into your bank account, a week in arrears by close of business on the proceeding Friday.

Option A pays you directly into your bank and it is your responsibility to have a working bank account.

Tax and National Insurance deductions will be made as instructed to us by the HMRC. Providing a P45 and a valid National Insurance number (NINO) when starting work will help ensure you are paying the correct amount of tax.

Option A cannot provide an advances of wages.



Rates of Pay

Wages are usually determined by our customers, but Option A will never pay less than the National Minimum Wage (NMW) or National Living Wage (NLW) if you are 23 or older.

As of April 2023, if you are 18-20 years the minimum wage is £6.49. For 21-22 years the minimum wage is £10.18 per hour, and if you are 23 or older the rate is £10.42 per hour.

In Scotland, jobs within the agricultural, forestry and fishing industries are governed by the Scottish Agricultural Wages Board (SAWB).

Under SAWB:

- Overtime is paid after 8 hours of work per day or after 48 hours of work per week (at the same customer) at a rate of time and half
- All workers with under 26 weeks continuous service or less are paid at the NLW rate. It is unlikely that you will have more than 26 weeks continuous service but if you do and you have relevant qualifications you may receive an enhanced rate
- Should you work over the Christmas period you will receive an extra paid holiday on Christmas day and New Years day



Sick Pay

All workers are eligible for statutory sick pay (SSP) so long as you satisfy the requirements for it.

To qualify you must earn at least £123 per week before tax (subject to annual adjustment) and have been sick for four consecutive days.

You must also inform Option A within seven days to qualify and the work you were undertaking must have been scheduled to last more than three days after you became sick.

Should the period of sickness last longer than seven days you will need a fit note from your GP unless the sickness is linked to a previous sickness that lasted at least four days in the previous eight weeks.

If you qualify for SSP you will be paid the equivalent of £109.40 per week, however, due to the short term nature of our jobs you will not be paid sick pay beyond the end date you are scheduled to work on.

Option A will endeavour to assist you and will provide an SSP1 form to enable you to claim employment and support allowance via the job centre.

The maximum number of weeks you can claim SSP for is twenty-eight, after this an SSP1 form will be issued.

If you are covered by the SAWB guidelines as outlined above, and have worked for the same customer for fifty-two weeks then statutory sick pay is applied differently.





Holiday Pay

Whenever you work, we will accrue holiday pay on your behalf. Holiday pay is calculated at 12.07% of all hours worked, this includes over time.

This is equivalent to 28 days per year, which can only be taken once accrued.

The rate at which your holiday pay is paid is based on your average hourly rate of pay over the 52 weeks prior to your holiday period.

Requests for holidays must be made no later than Monday 10 am for the previous week and ideally much earlier. Option A reserves the right to refuse holidays during busy periods.

As our customers all work different patterns and days all year round we do not regard bank holidays as any thing special; exceptions are Christmas Day and New Year's Day where we usually give people holiday (from their entitlement) automatically, unless you are working on these days.

Option A also has the right to request you to take holiday as long as we give twice the period of notice as holiday to be taken. I.e. 2 days notice for 1 day of holiday or 2 weeks for 1 week of holiday.

Deductions

Option A reserves the right to make deductions for:

- Overpayment of wages
- Loss or damage to equipment
- Debts incurred by the worker

Option A will inform you of the deductions and minimise them as much as possible to ensure you still have a reasonable amount of money to live on.

Option A however, do reserve the right to make deductions in full.

The only other deduction Option A will make is an agreed amount for company accommodation, this amount is controlled by the National Minimum Wage legislation and increases each year in April.

Taxation

Option A operates on a 'pay as you earn' (PAYE) scheme and does not pay anybody on a self-employed basis.

Option A receives your tax code from the Inland Revenue, if you provide a P45 or a P46 this will assist you in gaining the most accurate tax code possible. We cannot adjust your tax code and if you think it is incorrect you must contact the Inland Revenue (HMRC).

If you are working with Option A at the end of March you will receive a P60, this is because it is the end of the tax year. If your contract with Option A ends then you will be provided with a P45.

The tax scheme in the UK allows an individual to make £12,570 each year tax free. This is calculated on a weekly basis and you will have around £240 untaxed each week depending on your previous earnings. After £12,570 the amount of tax you pay varies slightly depending on whether you live in Scotland or England. In addition, National Insurance (NI) is payable on all earnings over around £190 each week.

For further information on taxation please visit <https://www.gov.uk/tax-codes/overview>

Whistle Blowing

If you see any unfair treatment or unsafe practices during your work with Option A please inform your consultant.

So long as your comments are made in good faith and in the interests of others, not just yourself you will not suffer any detriment and any information you provide to your consultant will be kept in strict confidence.

To raise an issue confidentially you can e-mail:

complaints@optiona.co.uk



Grievances, complaints & disciplinary

Option A place a strong commitment to assisting workers with any complaints.

Should you have any grounds for complaint against Option A, your consultant, a customer, colleague or anyone through work, this will be taken seriously.

In most cases Option A hopes that you can speak to whoever the grievance is against and talk through any issues you have.

If this is not possible or the issue has not been resolved or the issue is a serious one then you should email complaints@optiona.co.uk.

At this point, the manager of the business will be in contact and will investigate the concerns you have.

Disciplinary

Workers who do not follow the rules outlined earlier in the handbook will be subject to our procedure.

Option A may terminate your assignment with immediate effect should you break the rules. We work closely with our clients to ensure high levels of performance but will never act without carrying out a reasonable investigation.





Right to Work

Option A employs workers of many different nationalities, not just from EU countries and we are happy to continue to do so.

Our policy will change with new laws.

In line with statutory regulations, Option A does require valid right to work checks before we can employ anyone to work.

If you are a UK national this can take the form of a passport or full birth certificate with an official document that contains your National Insurance (NI) number.

If you are an EU national you must provide a checking code for Option A staff the digitally confirm your status.

If you are not an EU national then a passport/Biometric card with a valid visa or right to work stamp will no longer be valid. You must now also produce an online checking code.

Option A by law must copy and maintain copies of right to work, in line with GDPR requirements.

If your visa, work permit or right to work changes or expires you must inform your consultant immediately

PPE and Clothing

As you can imagine, when working for an agency the roles you do can differ from day to day. One day you could be working on a farm and the next you could be behind a bar.

The clothing that you wear needs to reflect your role.

When equipment is needed for your safety, for example a high visibility jacket, this will be provided free of charge by Option A.

Option A does not provide uniforms or elements of clothing, for example if you are required to wear a dark shirt this will not be provided. It is your responsibility to have the requisite clothing.

Should your personal protective equipment (PPE) become damaged through fair wear and tear, these will be replaced free of charge.

Where PPE is lost, damaged or not returned you will be charged a replacement cost for these.

Option A's customers often have presentation requirements. For example your clothes must be clean and you must not wear any piercings in a food factory. You are expected to follow and observe these requirements when at work.

Maternity and Paternity Leave and Pay

Due to your status as a worker, you do not qualify for statutory maternity or paternity leave.

However, you could qualify for statutory maternity or paternity pay (SMP or SPP) if you satisfy the following requirements:

- You earn on average more than £123 per week.
- You tell Option A of the pregnancy at least twenty-eight days before you plan to go on maternity or paternity leave.
- Provide proof of the pregnancy, this could be a letter from your GP for example.
- You must have worked for twenty-six weeks consecutively up to the qualifying week. The qualifying week is the fifteenth week of the pregnancy.
- There are some legal requirements that must also be fulfilled.

After having a child, the mother must take two weeks off from work. If the mother works in a factory, then she must take four weeks off.

As soon as you know you are pregnant, you can continue working, but you must inform Option A (in confidence if you wish) so we can carry out a risk assessment to ensure you and your baby to be are safe.

Pension Scheme

Option A's workers are eligible for automatic enrolment in a stakeholder pension scheme.

Full details will be provided separately to you.

Unless you opt-out, subject to you earning a minimum amount each week, the company will contribute 5% and you will also contribute 3% to a pension automatically. This is reviewed on an annual basis.

For people on short-term placements we may defer your enrolment. You will also have the choice not to enrol and make contributions too.

If you have any questions please contact your consultant.



Driving

Drivers will be charged £75.00 weekly for use of Option A vehicles

If you are responsible for driving an Option A vehicle, then it's important that you have read, understood and signed our Drivers/Leasing policy. In this you'll see that the following points will apply:

- You must have held your license for at least a year
- Do not allow a non-approved Option A driver to drive it
- Vehicles should be used primarily for work use
- Must complete the weekly car checks, and notify Option A immediately if there is any damage or defect to the vehicle

It's important that we have an up to date copy of your driving license. Once you reach the age of 70 you must renew your driving license with the DVLA.

If you have an EU driving license and have lived in the UK for 3 years then you must replace your license for a UK license.

If you have a non-EU driving licence and have lived in the UK for 1 year then you must replace your license for a UK license.

Option A reserve the right to take vehicles from drivers for any reason, including misconduct, lack of work etc.

Pandemic guidance

Option A will conform to Covid-19 guidelines and continue to stay informed with necessary legislative requirements.

Option A will endeavour to keep candidates informed with changes and any restrictions that may be required within offices.

Different clients may be subject to different requirements which will be fully explained before beginning an assignment with Option A.

Sirenum:App-based check-ins

As an Option A worker, you are required to log-in to work each day via the Sirenum-app. Failure to check-in properly without notifying Option A could result in pay issues.



stronger together

tackling hidden labour exploitation

Modern Slavery

Option A support Stronger Together's campaign of minimising modern slavery in the workplace.

Option A will not tolerate any subordination of workers.

Option A will not tolerate any control of a worker's wage by a third party.

If you suspect any type of modern slavery, inform your consultant as soon as possible.

We also comply with the ETI (ethical trading initiative).

For further information please visit the Stronger Together website:
www.stronger2gether.org