

AWR POLICY

WHAT DOES AWR STAND FOR?

The Agency Workers Regulations 2010. This legislation was established to give Agency Workers equal treatment, after a 12-week period, in comparison to other permanent staff who are doing the same or a similar role, at the same hirer.

WHO DOES AWR APPLY TO?

The Agency Workers Regulations apply to the individual who is working as an Agency Worker, the individual or company (Employment Business) involved in supplying the Agency Worker on a temporary basis for and under the direction and supervision of a hirer and the hirer.

WHAT ARE THE KEY ELEMENTS REQUIRED TO BE AN AGENCY WORKER?

To be classed as an Agency Worker there must be:

- A contract between the Agency Worker and an Employment Business (Recruitment Agency)
- The Agency Worker must be temporarily supplied to the hirer by an Employment Business
- The Agency Worker must be subject to direction and supervision of that hirer when working on the assignment
- The Agency Worker must not be in a business on their own account (business to business relationship with the hirer).

DAY 1 RIGHTS FOR ALL AGENCY WORKERS

On day 1 of the assignment there are some terms and conditions that the Agency Worker will be entitled to regardless of the qualifying period. They are as follows:

- Access to the hirer's facilities
- Access to information relating to the hirer's vacancies.

If you firmly believe that your Day 1 rights have been infringed, please follow this process:

- Speak to your Line Manager first and see if they can resolve this issue for you
- If the issue is still not resolved, you will need to send a written communication to the hirer expressing your issue and the steps you have taken to try to resolve the issue
- The hirer has 28 days to respond in writing to your communication, the 28 days is subject to them receiving the written communication. They should provide you with all the information relating to a comparable worker of the hirer and a reason for the treatment of their Agency Workers.
- If the response given is unsatisfactory or they do not respond, you may be able to bring a claim via an Employment Tribunal, this must be done within 3 months of the infringement.

Please ensure that you are keeping your Employment Business (Recruitment Agency) up-to-date with the actions that have been taken by both parties.

WEEK 12 RIGHTS FOR ALL AGENCY WORKERS

Once the 12 week qualifying period is completed in the same role at the same hirer, the Agency Worker will be entitled to the same basic terms and conditions as if they were taken on by the hirer directly. The following apply to this legislation:

- Pay rates
- Working hours
- Night work
- Rest periods

- Rest breaks
- Annual Leave
- Pregnancy: Paid antenatal appointments

Please note: Annual Leave is in regards to the amount of Annual Leave allowed and not the Leave Year dates, which can be found on the Agency Worker's Contract of Employment with the Employment Business.

If you firmly believe that your Post-Week 12 Rights have been infringed, please follow this process:

- Request the information regarding the AWR for your hirer from Commercial Consultants (UK) Ltd in writing, this can be done via email at admin@commercialconsultants.co.uk or by post to Commercial Consultants (UK) Ltd, Commercial House, Great Northern Court, Great Northern Road, Derby, DE1 1LR.
- Commercial Consultants (UK) Ltd will aim to get all of the relevant information across to yourself within a reasonable amount of time. This can include but is not limited to; rate of pay, annual leave entitlement etc. They will also inform you of the steps taken to determine the basic pay and working conditions – This will be a process of sending out an Agency Worker Regulation form to the hirer to fill out and send back to Commercial Consultants (UK) Ltd so that they can relay the correct information back to you.
- If you haven't received any information regarding your written request within 28 days of Commercial Consultants (UK) Ltd's receipt of the request, you are entitled to contact your hirer directly.
- If the response given is unsatisfactory or they do not respond, you may be able to bring a claim via an Employment Tribunal, this must be done within 3 months of the infringement.

OBTAINING EQUAL TREATMENT DOCUMENTATION

We will issue out an AWR form to the Client requesting their information regarding comparative workers in their business, when issuing the Terms of Business.

CALCULATING THE QUALIFYING PERIOD

It doesn't matter how many hours a week an Agency Worker works providing that the Agency Worker has worked that week as it will still count as a week within the qualifying period. There are certain criteria put in place which pauses or resets the qualifying period 'clock'. There are some circumstances where the qualifying period 'clock' does not pause or reset, in this case the 'clock' will continue to tick for the duration of the assignment.

The following circumstances would cause the qualifying period 'clock' to reset:

- An Agency Worker stops one assignment and begins a new assignment with a new hirer;
- An Agency Worker remains with the same hirer however; they are now doing a different role; or
- There is a 6 week+ break between assignments with the same hirer.

The following circumstances would cause the qualifying period 'clock' to pause:

- A break for ANY reason where the break is less than 6 weeks and the Agency Worker returns to the assignment with the same hirer doing the same role;
- A break of up to 28 weeks due to sickness or injury that leaves the Agency Worker incapable of working;
- Any break taken by the Agency Worker for the purpose of annual leave;
- A break of no more than 28 weeks for the purpose of jury service;
- A break that occurs due to a consistently planned close of the hirer (e.g. Christmas / New Year's); or
- A break that occurs due to a strike / industrial action at the hirer's facilities.

The following circumstances would not cause the qualifying period 'clock' to reset or pause:

- A break due to pregnancy or childbirth of up to 26 weeks after birth; or
- A break due to maternity, paternity or adoption leave (this is subject to their Contract of Employment).