

**Religious Society of Friends (Quakers) in Britain:
South East Scotland Area Meeting
Scottish Charity No. SC019165**

Quaker Meeting House

**7 Victoria Terrace, Edinburgh EH1 2JL
Meeting House Manager: Miranda Girdlestone
Tel: 0131 225 4825 | Email: office@equaker.org.uk**

Casual Worker Agreement between

**South East Scotland Area Meeting of the Religious Society of Friends
(Quakers) in Britain (hereafter SESAM)**

and

Worker: Diana Saab of 54/3 Marchmont Road; Edinburgh; EH9 1HS

This Agreement does not constitute a contract of employment between you and SESAM because its operation does not require any obligation on either party. Work will be offered to you on an “ad hoc” basis as and when there is work to be undertaken. You are free to accept or decline such offers of work. For the avoidance of doubt, your legal status is that of a “worker”.

The terms in this Agreement will apply on each occasion on which you work for SESAM.

Post title: Member of Casual Staff, Edinburgh Quaker Meeting House, 7 Victoria Terrace, Edinburgh

Responsible to: The Meeting House Manager(s) (hereafter ‘Manager(s)’) but you may be given directions by the Assistant Manager(s)

Line Manager(s): Meeting House Manager(s)

1. Nature of engagement

When SESAM offers you work, it will be so that you can offer a welcoming presence to all who use the Quaker Meeting House and meet their needs as far as is possible and reasonable. Details of the duties are given in the Appendix below, Duties and Responsibilities.

2. Commencement date

The commencement date is the first day on which you are asked, and agree, to work and report for duty.

3. Probationary period

Your engagement is not subject to a probationary period.

4. Work

You are engaged to perform work as a Casual Worker. Each offer of work by SESAM which you accept shall be treated as an entirely separate and severable engagement (an assignment). The terms of this Agreement shall apply to each assignment but there shall be no relationship between the parties after the end of one assignment and before the start of any subsequent assignment.

5. Right to work in the UK

SESAM will check your right to work in the UK prior to you taking your first assignment with it. If your right to live and work in the UK is temporary, SESAM will undertake further checks as required by law.

You confirm that you are legally entitled to work in the UK without any additional immigration approvals and agree to notify SESAM immediately if you cease to be so entitled at any time.

6. Place of work

You will be required to work at the Quaker Meeting House, 7 Victoria Terrace, Edinburgh EH1 2JL.

7. Remuneration

For the agreed hours you work in the Meeting House, we shall pay the Real Living Wage plus holiday uplift of 12.07% (but see clause 9 below). From 1 November 2023 the Real Living Wage was £11 per hour and it is normally reviewed annually. There is no extra payment for work at the weekend or on a public holiday. You will be paid monthly in arrears on the 28th of each month in which you work by BACS payments to your bank account.

8. Hours of work

Work will be offered to you on an “ad hoc” basis as and when there is a requirement for work to be done. Your hours and times of work are variable by agreement. You will be expected to indicate in advance for each month the days and times you are available for work, and you may or may not be offered work on those dates and times. You have complete discretion as to when you are available for work but equally there is no obligation on SESAM to offer work on specific dates, nor to offer any minimum number of hours in any week.

In the case of changes to shift times (or additional shifts / cancellation of agreed shifts) **after the monthly rota has been circulated and agreed**, the following will apply:

Any additional shifts will be offered to staff on a first-come, first served basis. If it is necessary to extend a shift that you have agreed to do, you will be asked whether you are able to start earlier and/or finish later. If you are able to accept, you will be paid for the additional time. If you are not, the Manager(s) will arrange for the additional time to be covered, and you will retain your original shift.

If it is necessary to reduce the length of a shift you have agreed to do, or cancel it completely, we will inform you as soon as possible. If we are unable to give you at least one week's notice of the change, you will be offered the following options: either (a) not to work for the hours now not needing cover, and therefore not be paid for them, or (b) to work the previously agreed hours anyway, in which case a manager will give you instructions about additional tasks that can be undertaken during the shift, such as (but not limited to) administration, preparation of rooms for the following day, clearing and cleaning. If we cancel a shift at less than a week's notice because we are unable to open the Meeting House and are therefore unable to offer you alternative work, we shall make half payment for the hours for which we had booked you, and if we cancel with less than 24 hours' notice because we are unable to open the Meeting House and are unable to offer you alternative work, we shall make full payment for the hours that were booked.

You will be allowed breaks from work for lunch or supper, depending on the availability of other staff to cover. You will not be expected to work more than six hours continuously without a break. After six hours you will be entitled to a break of at least 20 minutes. All breaks are unpaid and do not count towards your hours. A break does not refer to a few minutes spent drinking tea or coffee on the premises, which is allowed at the discretion of the Meeting House Manager(s).

9. Annual leave

The leave year runs from 1 November to 31 October. You have a legal entitlement to 5.6 weeks paid holiday per year which includes your statutory holiday entitlement and pro-rata entitlement to public holidays. Annual leave entitlement is pro-rated for part-time workers. The law provides that holiday pay should be calculated using your average pay over the previous 12 weeks.

As you only work when you want to do so, you can take a holiday at any time without formally applying for leave. As a matter of convenience, and unless you ask us not to do so, we shall honour your entitlement to paid holiday by assuming you will take one twelfth of your entitlement each month. Payment will be made based on your average daily earnings that month equating to 12.07% of your normal pay for that month.

If you feel that this arrangement disadvantages you, you may opt to apply to the Manager(s) each time you want to take paid leave, in which case you must keep records of your leave and you will be paid on the statutory basis without the monthly holiday uplift.

If you first start work for us part-way through the leave year, or cease work before the end of the leave year, your entitlement to paid leave will be a proportion of the annual figure. If you are taking leave using the equal instalment method, i.e. with the monthly holiday uplift, this will automatically be taken into account.

10. Sickness

If you have accepted an offer of work but are subsequently unable to work the hours agreed, you must notify the Manager(s) of the reason for your absence as soon as possible and in any event by 10am on the first day of absence.

Other than in exceptional circumstances, you must personally telephone rather than send a text or ask someone else to call. If you satisfy the qualifying statutory requirements, you will be entitled to receive statutory sick pay (SSP) at the prevailing rate in respect of any period of sickness or injury during an assignment.

If you are absent from an assignment because of sickness for seven consecutive days or more, you must produce a doctor's certificate. Further doctor's certificates are required for absences which exceed the period stated in the first certificate. You must complete and submit to SESAM a self-certificate for absences of less than seven consecutive days.

Since you have no normal working hours and there is no obligation on SESAM as employer to offer further work, you cannot receive sick pay for any days which have not already been agreed as working days.

11. Pension

You will be automatically enrolled in a pension scheme made available to you if your monthly earnings with us reach the auto-enrolment threshold, which is currently (2022-2023) £833 (i.e. £10,000 per annum), if you are between the age of 22 and state pension age.

If you require further information about the pension scheme you should ask to speak to the SESAM Treasurer.

12. Other Benefits

SESAM does not provide any other benefits to you as a Casual Worker. In particular there is no right to contractual sick pay, special or maternity leave.

Depending on your earnings with the Area Meeting, you may be entitled to Statutory parental payments such as maternity pay.

Aside from any set out elsewhere in this Agreement, you are not entitled to any additional benefits from the Area Meeting.

13. Non-availability for work

If you will not be available to accept offers of work for two successive months, you should let the Manager(s) know at least a week in advance and this current Agreement will be treated as terminated. You may be offered a new Agreement if you subsequently become available again but there is no obligation on SESAM to make such an offer.

14. Deductions

If necessary, deductions will be made from your pay for overpayments or money that you owe SESAM. Any deductions will be made from the next payment(s) due and/or any monies outstanding from SESAM to you at the end of this Agreement.

15. Collective agreements

No collective agreements directly affect your terms of engagement. You are entitled to remain a member of, or to join, a Trade Union.

16. Standards of performance and behaviour

You are required to comply with all reasonable instructions given to you by the Manager(s).

You are required to undertake your tasks with the integrity, care and skill required by SESAM.

If we have concerns about your performance or behaviour, we will normally take action with a view to enabling improvement. This may include holding a meeting with you. Such a meeting could result in a warning or termination of this Agreement. You have the right to be accompanied at such a meeting by a work colleague or trade union representative. We may decide to terminate this Agreement with or without notice and with or without a prior meeting.

17. Complaints procedure

Any complaints that you may have about your engagement should be made to the Manager(s). A meeting will be arranged to aim to resolve your complaints and you have a right to be accompanied at such a meeting by a work colleague or trade union representative.

18. Equal opportunities

SESAM is an equal opportunities employer and will not treat any job applicant or employee less favourably on grounds of their sex, sexual orientation, age, disability, marital status, creed, colour, race, religion or philosophical beliefs or ethnic origin, nor will any job applicant or employee be disadvantaged by conditions or requirements which cannot be shown to be justifiable. It is the duty of all employees to ensure that this policy is observed at all times. You have a duty to support us in implementing these policies to ensure equality of opportunity.

19. Data protection

The information that you provide to us about yourself for the purpose of administrative procedures in relation to your engagement will be processed in line with data protection legislation that is in force from time to time. Please read our Workforce Privacy Notice which sets out the types of data we process about you and the reason for the processing.

You shall make yourself aware of SESAM's policies on data protection with regard to data processing undertaken by you in the course of your duties and to act in accordance with those policies at all times.

20. Confidentiality

All information that:

- is or has been acquired by you during, or in the course of your engagement, or has otherwise been acquired by you in confidence
- relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort, and
- has not been made public by or with our authority

shall be confidential and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of this Agreement, disclose such information to any person without our prior written consent.

You are aware of the Area Meeting's policies in relation to compliance with data protection legislation that is in force from time to time and undertake to act in accordance with these at all times, including exercising reasonable care to keep safe all documentary or other material containing confidential information. You shall inform SESAM immediately upon discovery of a data breach. You shall, at the time of the termination of your engagement with us, or at any other time upon demand, return to us any such material in your possession.

21. Working abroad

You will not be required to work outside the United Kingdom.

22. Training

You will be given any necessary training to enable you to undertake your duties. If you feel that you have training needs which have not been met, you should discuss this with the Manager(s).

23. Compliance with SESAM policies

You are required to familiarise yourself with and comply with SESAM procedures on for example, but not limited to, health and safety and equal opportunities.

24. Health and safety at work

There is a health and safety policy and risk assessment covering your work in the Meeting House and with which you should familiarise yourself. Copies are available from the Manager(s).

Under Health and Safety legislation each individual has a legal responsibility for their own welfare and for the health and safety of others working in or using the Meeting House. Any queries you may have relating to health and safety matters should be raised in the first instance with your manager.

25. Grievance Procedure

If you have a grievance regarding your employment, you should in the first instance raise this informally with the Manager(s). If you are not satisfied with the response, you may pursue the grievance formally in accordance with the grievance procedure, a copy of which is available in the Meeting House.

The Grievance Procedure does not form part of your Casual Worker Agreement and may be changed from time to time.

26. Appraisal and Capability Procedures

The Manager(s) will meet with you at least once a year for a mutual exchange of views on your performance of your duties and on any issues which may concern you. If at any stage the Manager(s) are dissatisfied with your performance, they will meet with you to clarify their expectations and to identify any training needs. If your performance continues to be unsatisfactory, further action may be taken in accordance with the Capability Procedure, a copy of which is available in the Meeting House.

The Procedures do not form part of your Casual Worker Agreement and may be changed from time to time.

27. Disciplinary Procedure

If your conduct at work is considered to be unacceptable, this will first be raised with you informally by the Manager(s). If there is no improvement or there is a repetition of the conduct, further action may be taken in accordance with the Disciplinary Procedure, a copy of which is available in the Meeting House. Certain offences may lead to immediate termination of this agreement, such offences including theft or other dishonesty, violence towards others, wilful damage to Meeting House property, or other extreme conduct likely to bring the Religious Society of Friends into disrepute.

The Disciplinary Procedure does not form part of your Casual Worker Agreement and may be changed from time to time.

28. Lone Working

If you will be working alone, and in accordance with SESAM's Lone Working Policy about which you will be informed, you will be provided with a list of names and telephone numbers of members of staff and Management Committee on whom you may call if there is an emergency for which you need help.

29. Notice

This Agreement is terminable on notification from either you or SESAM.

SESAM will inform you if a decision is made not to consider you for future periods of work. It will give you a minimum of one week's notice of this.

You agree that you will inform SESAM if you no longer intend to offer your services to it and that you will give a minimum of one week's notice of this.

Acknowledgement

Please sign below to indicate that you have read and understood the contents of this Agreement.

Signed

.....
WORKER'S NAME, Convenor of Edinburgh Meeting House Management Committee
On behalf of South East Scotland Area Meeting of the Religious Society of Friends

.....
WORKER'S NAME

Edinburgh

Date

APPENDIX

Duties and Responsibilities

Acting together and in consultation with the Manager(s) you will be expected:

- (a) To be a friendly welcoming presence to hirers, visitors and Quakers using the building.
- (b) To open and close the Meeting House if necessary.
- (c) To be able to operate the alarm procedures for basic security and for fire, intruder and lift emergencies.
- (d) To be able to operate the emergency lighting, lighting, heating and ventilation systems.
- (e) To prepare rooms and clear up after Meetings for Worship and lettings.
- (f) To provide hospitality needs for hirers including refreshments and audio-visual equipment.
- (g) To deal with visitor and telephone enquiries.
- (h) To receive, record and secure payments and other monies.
- (i) To deal with cleaning and hygiene needs as necessary, e.g. toilets if problems occur during the day (a cleaner is employed in the evenings), rubbish bins, recycling, laundry, using the dishwasher, disinfecting, sanitising and replacement of stock.
- (j) To be prepared to work alone when necessary, particularly in the evenings and at weekends.
- (k) To be able to move chairs and tables on your own and place full trays of crockery in the dishwasher, and to use flights of stairs during shifts (the building consists of three floors).
- (l) To attend and contribute to regular staff meetings. You will be paid for such attendance.
- (m) To be willing to undertake additional training (food hygiene and first-aid training will be provided if you do not already hold valid certificates). You will be paid for the time required to undertake such training.