**NOTE FOR EMPLOYERS**

The example casual worker agreement below forms the basis of an agreement between you and a casual worker. This document should be used only for casual workers and not employees, volunteers or self-employed people. Please refer to the main employers’ resource for guidance on where it may be appropriate to use a casual worker contract.

You can make amendments, to meet the specific needs of your meeting, where indicated in blue. Please take advice if you are not sure. Free advice is available from ACAS, on 0300 123 1100.

# CASUAL WORKER AGREEMENT

This agreement sets out the particulars of the agreement on which xx Area Meeting

(‘the Area Meeting’) of STATE ADDRESS engages [insert worker name] of [insert worker’s current home address].

This agreement does not constitute a contract of employment between you and the Area Meeting 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 contract will apply on each occasion where you work for the Area Meeting.

#### Nature of engagement

When work is offered by the Area Meeting, it will be in the capacity of state capacity, eg to undertake ad hoc bookkeeping duties, to undertake ad hoc cleaning duties, to support the running of the meeting house during larger events. You will be provided with details of the tasks required for each assignment, when it is offered to you.

#### Commencement date

This Agreement commences on DATE.

#### Probationary period

Your engagement is not subject to a probationary period.

#### Work

You are engaged to perform work as a Casual Worker. Each offer of work by the Area Meeting which you accept shall be treated as entirely separate and severable engagement (an assignment). The terms of this contract 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.

#### Right to work in the UK

The Area Meeting will check your right to work in the UK prior to your taking your first assignment with the Area Meeting. If your right to live and work in the UK is temporary, the Area Meeting 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 the Area Meeting immediately if you cease to be so entitled at any time.

#### Place of work

You will normally be required to work at the following address:

*State address of relevant local meeting.*

You may also be offered work at other local meetings within the Area Meeting, from time to time.

#### Pay

You will be paid £xx per hour, to be paid monthly on the [insert day] of the relevant month by credit transfer, in respect of work undertaken in the previous month. Any deductions due in respect of tax or national insurance will be deducted from the payment.

#### 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. You are free to accept or decline such offers of work. The hours required during each Assignment will be notified to you in advance of that Assignment.

You will be entitled to an unpaid break of 20 minutes where a period of work is of a duration in excess of six hours.

#### Annual holidays

Your holiday year begins on [insert date] and ends on [insert date] each year, during which you are entitled to take paid holiday of 5.6 weeks, inclusive of public and bank holidays.

In your first holiday year, your entitlement will be proportionate to the amount of time left in the holiday year, accruing at the rate of one twelfth of the full annual holiday entitlement, on the 1st of each month, in advance.

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward to the next holiday year. Any holiday not taken will be lost.

You must take your annual leave in full weeks, with the exception of the final 0.6 weeks.

You may not normally take more than two working weeks consecutively. In exceptional circumstances you may be permitted to take annual holiday in excess of two weeks at the discretion of the Area Meeting.

If you wish to book leave, you should give at least one week’s notice in writing of your request to take less than one week’s holiday; and at least two weeks’ notice in writing of your request to take one or more weeks’ holiday.

You may be required to take all or part of any outstanding holiday entitlement at any time as directed by the Area Meeting. Notice will be given of the equivalent of the time to be taken. For example, if you are required to take one week, you will be given one week’s notice

At the end of each Assignment, your entitlement to accrued annual leave will be calculated and any annual leave accrued but not taken will be paid for.

In the event of you having taken any holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final pay.

Payment for holidays will be calculated on the basis of your average week’s pay over the 52 paid weeks immediately prior to the holiday. (For this purpose, a “paid week” is a week in relation to which some remuneration was paid to you by the Area Meeting).

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward.

#### Sickness

If you have accepted an offer of work but are subsequently unable to work the hours agreed, you must notify [POSITION] 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 the Area Meeting a self-certificate for absences of less than seven consecutive days.

#### Pension

You will be automatically enrolled in a pension scheme made available to you, should your monthly earnings with us reach the auto enrolment threshold, which is currently (2019-2020) £833 per month. In order to be eligible, you will also need to be between age 22 and state pension age.

Further information about the pension scheme can be viewed on request by speaking with one of the Area Meeting Trustees.

*Note to employers.*

*Although there is a legal requirement to auto enrol casual workers in the above circumstances, it is not anticipated that this scenario would occur, because casual workers should not be engaged for frequent work (if work is frequent, the individual should be deemed an employee and issued with a written statement of terms and conditions).*

#### Other Benefits

As a Casual Worker, the Area Meeting does not provide any other benefits to you. 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 statement, you are not entitled to any additional benefits from the Area Meeting.

#### Deductions

Deductions from your pay will be made for overpayments or money that you owe the Area Meeting.

Deductions will be made from the next payment(s) due and/or any monies outstanding at the end of this agreement.

#### Collective agreements

No collective agreements directly affect your terms of engagement.

#### Standards of performance/ behaviour

You are required to comply with all reasonable instructions given to you by the manager.

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

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 by a work colleague or trade union representative at the meeting. We may decide to terminate this Agreement with or without notice and with or without a prior meeting.

#### Complaints procedure

Any complaints that you may have about your engagement should be made to the manager who supervises your casual work. A meeting will be arranged to aim to resolve your complaints and you have a right to be accompanied by a work colleague or trade union representative at this meeting.

#### Booking work and cancellation

The Area Meeting will endeavour to provide at least two weeks’ notice of a request for you to work, when this is feasible to do so. However, on occasions, there may be a short-notice requirement for work in which the request may be made with shorter notice.

If a period of booked work is subsequently cancelled by us, you will receive the following compensation:

* If cancelled with one week’s notice or more – no compensation.
* If cancelled with six days’ notice or less – half the payment for the hours that were booked.
* If cancelled with less than 24 hours’ notice – full payment for the hours that were booked.

*Note to employers*

*At the time of writing, there is consultation on a change to the law which would allow a right to reasonable notice of work schedule and compensation for shift cancellation or curtailment without reasonable notice. This is not yet law but Area Meetings may wish to adopt a cancellation policy as a point of fairness and good practice.*

#### Equal opportunities

The Area Meeting provides equal opportunities and is committed to the principle of equality regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation. The Area Meeting will apply policies that are fair, equitable and consistent with skills and abilities. You have a duty to support us in implementing these policies to ensure equality of opportunity.

#### Data protection

The information that you provide 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 the Area Meeting’s policies on data protection with regard to data processing undertaken by you in the course of your duties and act in accordance with those policies at all times.

#### 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 the Area Meeting immediately upon discovery of a data breach. You shall, at the time of termination of your engagement with us, or at any other time upon demand, return to us any such material in your possession.

#### Working abroad

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

#### Training entitlements

No training will be provided to you during your engagement other than that you will receive upon commencement of engagement to ensure that you are able to effectively carry out your role.

#### Compliance with Area Meeting policies

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

#### Health and safety at work

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

#### Notice

This agreement is terminable on notification from either you or the Area Meeting. No notice is required for its termination.

The Area Meeting will inform you if a decision is made to no longer consider you for periods of work. You agree that you will inform the Area Meeting that you no longer intend to offer your services to it.

#### Acknowledgement

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

**Worker signature:**

**Worker name:**

**Date:**

**Signed for and on behalf
of the area meeting:**

**Name:**

**Date:**