



# **Quaker Employers' Resource**

**Employment, Self-employment and  
Volunteer Resource for Quaker Employers**

**Version May 2021**

# Employment, Self-employment and Volunteer Resource for Quaker Employers

Area Meetings are responsible for employing staff in local meetings.

**Quaker faith and practice 13.32-13.38** sets out some principles about being a **good employer** as follows:

- 'Be quite clear about the terms of employment'
- 'There are laws detailing the formal rights of both employers and employees'
- 'There must be a clear job description which is reviewed regularly'
- 'Have written terms and conditions of employment linked with a suitable written agreement covering the accommodation provided'
- 'Time off and adequate holidays should be agreed and consideration given to pension needs'
- 'Care must be taken to respect the privacy of wardens during their leisure time and not to make unreasonable demands upon their services'
- 'Casually made appointments can lead to misunderstandings and unintended exploitation'

**Quaker faith and practice 13.37** provides guidance to meetings to **avoid a conflict of interest**:

- 'Work which is rightly the responsibility of office holders and members of the meeting should not be left to wardens, and wardens should not be appointed to those offices which could give rise to a conflict of interest: clerk, assistant clerk, treasurer or managing trustee.'

## This resource

This resource aims to give you essential information to be a good and legally-compliant employer. It also provides some information on engaging volunteer resident wardens and on engaging self-employed people.

In some cases, we have provided example documents. In others, we have referred you to relevant sources of information. You can access the example documents by going to the 'employers' section of the Quaker website, [www.quaker.org.uk/employers](http://www.quaker.org.uk/employers).

These documents are marked in this document as such: example or guidance document for good employment practice. A link to the employers' pages of the Quaker website is available at the bottom of each page of this resource.

Please note that this resource is correct to the best of our knowledge as at April 2020. The resource gives general guidance only.

## Further employment advice

If you cannot find what you need in this resource, please call Quaker Life on **020 7663 1007**. Alternatively or in addition, you could call the ACAS free employment helpline on **0300 123 1100**.

If you still require further advice for any particularly complicated or contentious matter, you are advised to contact a human resources specialist or employment lawyer.

We welcome your feedback on the resource. Contact: [wardenship@quaker.org.uk](mailto:wardenship@quaker.org.uk).

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# 1.

## 1. Employing people

### 1.1. Recruitment

‘Advertisements should be comprehensive and interviews thorough.’ Quaker faith and practice 13.35.

#### 1.1.1. Steps in the recruitment process

If you are looking to recruit to a new *paid* post in a local or area meeting, follow the steps below.

##### Develop a job description

This should describe the job duties. See [example job description format](#).

##### Draft a person specification

This is a really important document as it describes the knowledge, skills and experience you are looking for. If you get this wrong, you may not appoint the right person for your job. See [example person specification format](#).

##### Decide on the salary

In deciding the salary, you will need to make sure that:

- You meet the legal National Living Wage requirements. See, [www.gov.uk/national-minimum-wage-rates/](http://www.gov.uk/national-minimum-wage-rates/), and section 1.2.2. below for more information
- The salary is affordable
- The salary is fair relative to what any other employees are paid in the area meeting
- The salary is sufficiently competitive to enable you to attract suitable candidates.

You are also strongly encouraged to consider whether your area meeting should pay the ‘voluntary living wage’ recommended by the Living Wage Foundation (this is different from the *National* Living Wage, which is a legal minimum). See 1.2.2 below and [www.livingwage.org.uk/what-living-wage](http://www.livingwage.org.uk/what-living-wage).

##### Draft your advertisement

The advert should state:

- A brief description of the job
- The salary and hours
- The location
- Whether or not the job is residential
- How to apply (eg by CV), where to send/email the application and the deadline for applying
- A phone number of a named person who can give further information (not essential but helpful).

### **Place your advertisement**

The extent of your advertising will depend on the job. It would normally be appropriate to advertise the job within the local meeting and area meeting. If the job is for a warden, you will probably wish to advertise the job in The Friend.

If you wish to recruit locally, you may find it helpful to place an advert with the Job Centre. See, [www.gov.uk/advertise-job](http://www.gov.uk/advertise-job), or visit your local jobcentre. This service is free of charge.

### **Shortlist applicants**

Once you have received applications for the job, you will need to decide who you are going to interview ('short listing'). Take a structured approach: shortlist those candidates who most closely meet the requirements of the person specification. It is good practice for two individuals to shortlist. Keep a note of the reasons for your short listing decisions.

If you do not have many applicants, you may decide to interview everyone who applies.

However, if no individual meets the essential requirements of the person specification, then you are not obliged to interview anyone.

Invite shortlisted candidates to interview. It is good practice to write to those not shortlisted to inform them of this fact.

When writing to both shortlisted and non-shortlisted candidates, send them a copy of your [job applicant privacy notice](#). If you have a website, you can place the privacy notice there and just refer people to it in your letter.

The job applicant privacy notice states how you comply with the General Data Protection Regulation (GDPR). You need to give this to job applicants, as their application information will contain personal data.

### **Interview**

Ask questions based on the person specification. See [guidance on interviewing](#).



## Conditional offer

Write to the successful candidate to offer the job, *conditional upon* satisfactory references, the right to work in the UK, a satisfactory health declaration if you wish to ask for this and criminal records check (if needed). See [example conditional offer letter](#).

## Seek references

Always seek references, ideally two from previous employment (paid or voluntary). Where this is not possible, seek a reference from a school or college. See [guidance on seeking references](#).

## Check right to work in the UK

It is an offence to employ any individual who does not have the right to work in the UK. Even if you think someone does have the right to work in the UK, you must check their documentation. To find out your responsibilities, go to the interactive tool at, [www.gov.uk/legal-right-work-uk](http://www.gov.uk/legal-right-work-uk).

Please note that if you engage a European Worker, you should check their right to work in the UK following the guidance above, until 30 June 2021. See also [www.gov.uk/guidance/employing-eu-citizens-in-the-uk](http://www.gov.uk/guidance/employing-eu-citizens-in-the-uk).

A new immigration system applies to people arriving in the UK from 1 January 2021. Non UK citizens arriving in the UK after 1 January 2021 need to be 'sponsored.' In advance. See [www.gov.uk/uk-visa-sponsorship-employers/your-responsibilities](http://www.gov.uk/uk-visa-sponsorship-employers/your-responsibilities).

## Check criminal records if needed

In some circumstances, you may need to seek a criminal record check via the Disclosure and Barring Service (DBS). This is likely to be the case if the work involves regular contact with children or other vulnerable groups, such as elderly people or those with learning disabilities. For example, some meetings may have a paid crèche worker. Go to this link, [www.gov.uk/government/publications/dbs-check-eligible-positions-guidance](http://www.gov.uk/government/publications/dbs-check-eligible-positions-guidance), to find out whether you are permitted to seek a DBS check for your employee.

### 1.1.2. The written statement of terms and conditions (Contract) of employment

Once all checks are satisfactorily completed, you should confirm the appointment and issue a [written statement of terms and conditions](#). It is a legal requirement that the statement is issued from day one of employment or earlier. If the employee will be occupying Quaker accommodation, you will also need to issue a [service occupancy agreement for employees](#). You provide the new employee with your

workforce privacy notice. The workforce privacy notice explains how you will comply with the General Data Protection Regulation (GDPR).

Please note that the model written statement that is available on the Quaker employers website gives various options depending on your requirements. This is an important document which sets out the key contractual terms. If you are unsure about using the model written statement, you are advised to seek advice from a human resources specialist or employment lawyer.

## 1.2. Pay and Pensions

### 1.2.1. Paying salaries

You need to pay your employees the agreed salary and on the agreed basis, eg monthly on the last working day of each month. Your written statement of terms and conditions should specify how and when salary will be paid.

Please note that you should not be paying a salary to a self-employed person. If you are engaging self-employed people, it is their responsibility to invoice you for the work done. See section 3 of this guide.

#### Payslips

All employees and workers have a right to an itemised payslip. You will need to issue a payslip to each employee, either when they are paid or shortly before. The payslip can be printed from a computer or can be handwritten and it does not need to be complicated. It must include:

- the gross amount of wages or salary
- the amounts of any variable or fixed deductions made from the gross amount and the purposes for which the deductions are made (eg PAYE, NI)
- the net amount of wages or salary to be paid
- the amount and method of part-payments where wages or salary are paid in different ways
- the number of hours where pay varies depending on time worked.

You should keep a copy of each payslip you issue to your employees.

#### Tax and National Insurance

You will need to notify HMRC that you are employing staff. If your employees are below the threshold for tax and national insurance, you may need to simply send HMRC an annual return and you will not need to deduct tax and national insurance.

For further information, call the HMRC new employer helpline, on **0300 200 3211**. See also: [www.gov.uk/government/organisations/hm-revenue-](http://www.gov.uk/government/organisations/hm-revenue-)

[customs/contact/employer-enquiries-support-for-new-employers](#). They will provide information and support on your legal requirements.

## **1.2.2. The National Minimum Wage /National Living Wage /Real Living Wage**

### **Background to the National Minimum Wage**

The National Minimum Wage (NMW) and the National Living Wage (NLW) are minimum wage rates set by the Government. You must pay at least the rate applicable to your employees.

The terminology can be confusing. Here is a simple overview:

- The National Living Wage (NLW) applies to all employees aged 23 and over.
- The National Minimum Wage (NMW) applies to all employees under 23 and above school leaving age.

You can find all the rates at [www.gov.uk/national-minimum-wage-rates](http://www.gov.uk/national-minimum-wage-rates). The rates normally change on 1 April each year.

You must pay at least at the NLW or the NMW as applicable, but if you provide accommodation, you may take this into account (see 'accommodation offset' below).

The NLW and NMW are statutory rights that cannot be waived. Retired people and people in receipt of a pension are entitled to these statutory rights in the same way as anyone else, provided that they are employees.

Volunteers are *not* entitled and neither are genuinely self-employed people.

### **The Real Living Wage, recommended by the Living Wage Foundation**

The Living Wage Foundation recommends hourly rates of pay based on the cost of living. These rates are significantly higher than the NLW and NMW stated above. The rates are revised annually at the start of November to take into account changes in the cost of basic items and unlike the National Living Wage, different rates are specified for employees working outside London and those working in London. The Foundation recommends that everyone irrespective of age is paid one of these rates. You can find the current rates at, <https://www.livingwage.org.uk/what-real-living-wage>.

With reference to the Quaker testimony on equality, you are strongly encouraged to pay the Real Living Wage to your employees and to become accredited by the Living Wage Foundation as a Real Living Wage Employer. Accreditation provides witness to those people your Area Meeting comes into contact with, that you believe in treating your employees fairly, that you pay a fair wage that can be lived on and that you are committed to continuing to do so.

For further information see, [www.quaker.org.uk/living-wage](http://www.quaker.org.uk/living-wage).

## **The Accommodation Offset**

The accommodation offset is an amount, set annually by the Government, representing the value of accommodation.

Accommodation provided to a worker is the only 'benefit in kind' that may count towards the National Living Wage and National Minimum Wage. Other possible benefits in kind such as payment of utility bills and Council tax do not count.

The National Minimum Wage Regulations allow you, if you wish, to count the value of accommodation ('offset' it) when calculating whether an employee is at or above the national living wage /national minimum wage.

There are certain calculations that you must do. You can find out more about the accommodation offset at, [www.gov.uk/national-minimum-wage-accommodation](http://www.gov.uk/national-minimum-wage-accommodation).

If you are looking to become an accredited Real Living Wage Employer with the Living Wage Foundation (see above), the Foundation has clarified that Friends can, if they wish, apply the statutory accommodation offset to the Real Living Wage. If Friends do this, they may still apply to be recognised as accredited Real Living Wage employers.

## **Keeping records**

You must keep records that show you pay at least the NLW or NMW (as applicable) to anyone who works for you and is entitled to it. Your standard payroll records (eg monthly payslips to employees backed up by entries in your bank account) should be sufficient for this. You are advised to keep such records for 6 years.

### **1.2.3. Pensions**

Pensions auto-enrolment is a legal duty, introduced via the Pensions Act 2008, which states that 'eligible employees' will be 'automatically enrolled' into a pension scheme. 'Eligible employees' are those who are aged between 22 and state pension age and earn more than £10,000 per year, £833 per month or £192 per week (2021-2022 figure). You can see the latest threshold figures at <http://bit.ly/pr-earning-thresholds>.

You can find out what to do by using the Pensions Regulator's interactive tool, [www.thepensionsregulator.gov.uk/en/employers](http://www.thepensionsregulator.gov.uk/en/employers). You should be aware that automatic enrolment is your legal duty and if you don't meet this duty, you could be fined.

Even if you do not have 'eligible employees', you will have other obligations, including making a 'declaration of compliance' to the Pensions Regulator. Please see, [www.thepensionsregulator.gov.uk/en/employers](http://www.thepensionsregulator.gov.uk/en/employers).

## Pension contribution levels

By law, the minimum pensions contributions under auto enrolment is:

- 8% (including 5% staff contribution, so minimum employer contribution of 3%).

However, if the pension contributions cover **all** items of remuneration (such as any overtime pay or bonus payment), then the minimum total combined contribution from employer and employee is **7%** rather than 8% indicated above.

Friends House has recommended that area meetings implement the following contribution levels for all employees, regardless of whether they are eligible employees under auto-enrolment:

- Employer contribution: 3.5%
- Employee contribution: 3.5%
- **Total contribution: 7%**

This recommendation is based upon all items of remuneration being included.

If you wish, you can contact The People's Pension, a pension provider, to set up your scheme. The phone number is **0800 612 8080** or you can go online at, [www.thepeoplespension.co.uk](http://www.thepeoplespension.co.uk). Some area meetings have already set up pension schemes via the People's Pension. This is however not a recommendation and it is up to individual area meetings which pension provider they choose.

If you already have a pension scheme for your employees, you may be able to use this for auto-enrolment purposes. You should contact your pension scheme provider, to check whether your scheme is or could become 'auto-enrolment compliant.'

## 1.3. Support, supervision and appraisal

### 1.3.1. Being a supportive employer

It is advised that each employee has a clearly designated line manager, who may also be the clerk to premises committee. The line manager, as the representative of the employer, should ensure that the following aspects of being a supportive employer are followed:

- Communicating regularly
- Helping employees to achieve – dealing with any blocks to them achieving
- Demonstrating trust
- Genuine listening and considering the employee's views
- Providing support at times of difficulty
- Treating employees fairly and valuing them for their differences
- Organising work so that it promotes initiative
- Valuing people - recognising good performance and work

- Being honest and open about underperformance, with an aim to assisting the employee to improve
- Encouraging employees to learn new skills relevant to the job
- Providing a safe and healthy workplace.

### **1.3.2. One to one supervision meetings**

Good practice is for the line manager should meet regularly with each employee. The frequency of meetings will depend on the job and the individual. For some employees, a monthly one to one (1-1) meeting is appropriate; in other cases, a quarterly one to one meeting is sufficient.

You may well have a good relationship with your employee, speak with them regularly on an informal basis and perhaps also know them well personally. However, such interaction doesn't remove the need for one to one meetings. During the 1-1 meeting, you can talk about work-based matters in a more structured and in-depth way than is possible via day to day informal interactions. In addition, if you have any concerns about the employee's work, it is easier to address them quickly when you have already established a system of regular confidential meetings.

See the [example format for a 1-1 meeting](#).

### **1.3.3. The annual appraisal**

It is a good idea to hold an annual appraisal, or annual review, with each employee.

The annual appraisal is a round-up of the year just gone – an opportunity to recognise what has been achieved and an opportunity to plan for the coming year. It should not be seen as a once-off activity, but part of a cycle of supporting and managing your employees, which should include regular 1-1 meetings (see above).

If you have been meeting with your employee throughout the year, any matters raised at the annual appraisal should not be a surprise to either of you.

You can access an [example appraisal form](#) which you can use if you wish.

Whether you prefer to use a form or not, make sure that you make notes on what was discussed in the appraisal and agree the notes.

See also [guidance for managers on running the appraisal](#).

## **1.4. Equality**

### **1.4.1. The Equality Act 2010**

Equality legislation requires us to ensure all job applicants and employees are judged on their ability to do a job and not on any other irrelevant factors. The

Equality Act 2010 makes discrimination unlawful on the grounds of the following 'protected characteristics':

- age
- disability
- gender reassignment
- marriage and civil partnership
- pregnancy and maternity
- race (including ethnic or national origin)
- religion or belief
- sex
- sexual orientation.

You should not take any of the above protected characteristics into account when making recruitment or employment decisions, with limited exceptions for disability (see below). This means that you cannot, for example:

- Decide that you prefer a woman (or a man) for your post
- Decide not to appoint an applicant because she is pregnant
- Treat a person less favourably in any way due to their sexual orientation
- Fail to appoint the best person for the job, due to their age (young or old).

### **1.4.2. Recruiting a Quaker**

It is unlawful to discriminate against a job applicant or employee on the grounds of their religion or belief. This means that except in very limited circumstances (outlined below), you cannot reject someone for a job if they are otherwise the best candidate, on the grounds that they are not a Quaker.

In most circumstances where Area Meetings employ people, the duties of the job are such that they could be done by someone of any religion or none. Examples might be a post of Cleaner or Administrator.

In other circumstances, such as for the post of Warden, the duties may be such that although a Quaker is not required, you are seeking someone who can show a 'willingness to work within Quaker values'. It is quite acceptable to state this, because it is a genuine requirement and does not limit applications to Quakers only. You can write this requirement in your advertisement and person specification criteria.

There are *very limited circumstances*, where the law allows you to restrict a post to Quakers only. We would expect such circumstances to be rare in Quaker meetings. You must be able to show that being a Quaker is an 'occupational requirement' of the job. This means that the duties of the job are genuinely such that employing a Quaker is a 'proportionate means of achieving a legitimate aim'. An example may be if you require an employee, as an essential part of the job, to undertake Quaker



outreach activities. In this case, you will need to state in your advertisement that an essential requirement for the job is that the person is a Quaker and that '*this post is advertised in accordance with the 'occupational requirements' provision of Schedule 9 of the Equality Act 2010.*' The job description must also specify clearly the duties which led you to decide that only a Quaker could undertake the job.

Please note that the Equality Act provisions do not apply in respect of volunteers. If you want to specify a Quaker for your volunteering opportunity, as a form of Quaker service, you may do so. See section 2 for further information about appointing volunteers.

### **1.4.3. Disabled applicants and employees**

#### **Definition of disability**

Under the Equality Act, a person has a disability (and is therefore protected by the Act) if:

- they have a physical or mental impairment; and
- the impairment has a substantial and long-term adverse effect on their ability to perform normal day-to-day activities.

For the purposes of the Act, these words have the following meanings:

- 'substantial' means more than minor or trivial
- 'long-term' means that the effect of the impairment has lasted or is likely to last for at least twelve months
- 'normal day-to-day activities' include everyday things like eating, washing, walking and going shopping.

Individuals who have cancer, MS or HIV /AIDS are automatically protected under the Act.

#### **Applicants for employment**

Reasonable adjustments should be made as needed, to enable disabled applicants for employment to access the selection process.

You should not ask direct questions about disability at interview stage, but you should ask all candidates questions which relate to the *essential* requirements of the job. For example, 'are you able to climb stairs?' is acceptable if this is required for the job.

Your selection decision should be based on the individual's ability to do the job, with reasonable adjustments as needed. For example, if a candidate cannot climb stairs but is otherwise the best person for the job, you will need to consider whether you can reasonably adjust the job so that there is no requirement to climb stairs. Your



selection decision should *not* be based on whether or not the employee is disabled, but on the essential requirements of the job, plus adjustments where reasonable.

## **Employees**

As an employer, you have certain **legal obligations** under the Equality Act 2010 towards an employee who has a disability or who acquires a disability during your employment.

If your employee is disabled under the Equality Act, you have a duty to make 'reasonable adjustments', for example to the workplace or working arrangements, to avoid the employee being substantially disadvantaged compared to non-disabled people.

Reasonable adjustments may include things like:

- providing practical aids and technical equipment
- allocating to another employee some tasks that cannot be done easily by the disabled employee
- a phased return to work after absence due to disability – perhaps working flexible hours or part-time.

The law recognises that what may be 'reasonable' as an adjustment for a large employer may not be possible for a smaller employer. Nevertheless, you should implement any adjustments that *are* reasonable, in consultation with the employee. You should take specialist occupational health advice if needed.

Even if your employee does not fall under the legal definition of 'disabled', but would benefit from some adjustments that are reasonable to make, then it is good practice and the right thing to do, to make such adjustments.

## **Access to work**

The Government has a scheme called 'Access to Work', which provides funds for practical aids and adaptations that may be needed in the workplace for employees. You can find out about the Access to Work scheme from the Disability Employment Adviser at a Jobcentre Plus office. The Disability Employment Adviser can also give support and advice to the employee.

## **Where it is not possible to make further adjustments**

In the majority of cases, reasonable adjustments which meet the access needs of a disabled employee should enable them to undertake their role effectively. However, if this is not the case, you will need to treat the matter as a capability matter and follow your disciplinary and capability procedure in a sensitive way.

If this is the case, you are strongly advised to seek advice, initially from the free ACAS helpline **0300 123 1100**, but probably also legal or Human Resources advice.

## Further information

You can find out further information about disability and employment on the website of the Equality and Human Rights Commission, [www.equalityhumanrights.com](http://www.equalityhumanrights.com). Type 'reasonable adjustments employers' in the search box. See also, [www.gov.uk/reasonable-adjustments-for-disabled-workers](http://www.gov.uk/reasonable-adjustments-for-disabled-workers).

## 1.5. Annual leave

'Time off and adequate holidays should be agreed'. Quaker faith and practice, 13.35.

### 1.5.1. Annual leave procedure

You are strongly advised to have an annual leave procedure and annual leave forms. See [example annual leave procedure](#). Such formalisation avoids misunderstandings concerning the amount of leave an employee has taken; and ensures that the employee knows their entitlement to annual leave and how to take it.

### 1.5.2. Legal requirements

The law (Working Time Regulations) provides for annual leave of **28 days (5.6 weeks)** paid annual leave per year. The 28 days may include bank /public holidays. You cannot give pay in lieu of this annual leave entitlement, except when someone leaves your employment.

The above is the minimum annual leave you must provide; your Area Meeting may of course decide to give more annual leave than this.

At least 20 of the 28 days must be taken in the leave year to which they relate. Up to 8 days may, with the employer's agreement, be carried over to the following year, to be taken by the end of the next leave year.

These entitlements are calculated on a pro-rata basis for part-time employees. So a worker who works three days a week will be entitled to 16.8 days' holiday per year (3 days x 5.6 weeks = 16.8 days).

If your employees are engaged on a 6 days per week basis, the maximum legal entitlement is still 28 days, although you may wish to increase the entitlement of 6 day week workers so that they are not disadvantaged compared with 5 day week workers. That is: 5.6 weeks x 6 days would give a total entitlement of **33.6 days**.

### 1.5.3. Annual leave and irregular hours working (but the same amount of hours each week)

If your employee works their hours irregularly over the week, calculating a day's leave can seem complicated. The easiest approach is to agree an average. So if an

employee has a contract for an average of 20 hours, 5 days per week, but works more hours on some days than others, you simply agree that if the individual takes a day's leave, they will take and be paid for 4 hours, ie 1/5 of 20 hours. This means that for the remainder of the week, they need to work for 16 hours, ie 4/5 of their normal working week.

#### **1.5.4. Annual leave and overtime or variable hour each week**

Employees should receive their normal salary during their holiday, which means you may need to undertake some calculations if someone has undertaken regular overtime, or if they have variable hours each week. This will require you to review earnings over the previous 52 weeks in which work has been undertaken. There are various different scenarios and you can find further information at [www.acas.org.uk/checking-holiday-entitlement/calculating-holiday-pay](http://www.acas.org.uk/checking-holiday-entitlement/calculating-holiday-pay).

#### **1.5.5. Arranging cover**

You will probably need to arrange cover for an employee when they are on leave. Another employee may cover, if you have one, but otherwise you will need to organise members of the meeting to cover. Make sure that the employee who is on leave gives a full written briefing on what needs doing, before they go.

Members of the meeting should remember that meeting house employees, like employees in other walks of life, have a legal entitlement to annual leave. Although many meeting house employees may make themselves available to the meeting for more than their contracted hours, they should feel that their time off is an entitlement, not a burden on the meeting. Particular care may need to be taken to cover a warden's work when the warden chooses to take their holiday at their Meeting House accommodation, rather than going away.

## **1.6. Sick leave and managing absence**

### **1.6.1. Sick pay**

If an employee is ill and they are eligible, you must pay them Statutory Sick Pay (SSP).

SSP is payable after three 'waiting days', ie it is payable on the fourth day (but please note that it is payable from day 1 if someone is self-isolating during Coronavirus, see [www.acas.org.uk/checking-sick-pay/statutory-sick-pay-ssp](http://www.acas.org.uk/checking-sick-pay/statutory-sick-pay-ssp)). It is payable for up to 28 weeks, normally for a single period of illness.

SSP is payable depending on an employee's actual earnings. If the employee hasn't earned enough salary to qualify for statutory sick pay, then you must send them form SSP1 no more than 7 days after they have told you they are sick, as they may be able to claim other benefits.

To check whether your employee is entitled to SSP, see, [www.gov.uk/statutory-sick-pay](http://www.gov.uk/statutory-sick-pay).

You may have contractual arrangements that are more favourable than SSP. As an example, the written statement of terms and conditions for the employee may specify that they will be paid full pay for the first 4 weeks of any sickness in a rolling 12 month period; followed by half pay for another 4 weeks in any rolling 12 month period. This payment would be inclusive of any SSP to which they may be entitled.

### **1.6.2. Covering the work**

It is unsatisfactory if an employee is unwell and yet feels they must continue to undertake their duties because no alternative arrangements have been made. This can be particularly the case for a resident warden.

In advance of any possible sickness absence, you are advised to make sure that someone else knows how to do the employee's job if needed. In the case of a cleaner, you might have an arrangement with a second cleaner who you can call upon on an 'as and when' basis. See section 4 about casual workers.

In the case of a warden who lives on site, alternative arrangements might involve members of the premises committee taking over the duties on the temporary basis.

### **1.6.3. Sickness absence procedure**

You are advised to have a clear procedure for reporting and certifying sickness absence. See [example sickness absence procedure](#). After each absence, you are advised to require the employee to complete a self-certificate (see end of procedure for an example form). The line manager should review the self-certificate and use this opportunity to enquire about the employee's health. If the employee is off sick for 7 calendar days or more, they should provide a doctor's certificate.

### **1.6.4. Managing longer-term or more frequent absence**

Please refer to the example [sickness absence procedure](#) for the process you should follow.

If you are at the stage of contemplating termination of employment on the grounds of ill health, you are strongly advised to take professional advice from an employment lawyer or HR professional.

You can find more information about managing sickness absence in the ACAS advisory booklet '*managing attendance and employee turnover*', available from [www.ACAS.org.uk](http://www.ACAS.org.uk).

## 1.7. Health and safety

The best place to find out about the basics of health and safety is the Health and Safety Executive's (HSE) website, 'Health and Safety Made Simple: the basics for your business' at, [www.hse.gov.uk/simple-health-safety/index.htm](http://www.hse.gov.uk/simple-health-safety/index.htm).

### 1.7.1. Key areas to consider

Below is a summary of the key areas you need to consider:

- You must provide first aid arrangements and you must report and keep a record of certain injuries, incidents and cases of work-related disease.
- You must display the health and safety law poster or provide each worker with a copy of the equivalent pocket card. You must display the poster where your workers can easily read it.
- You will need to have employers' liability insurance.
- You must ensure safe use of VDUs (computer screens)
- You must carry out risk assessments in respect of the handling, storage and use of hazardous substances (eg cleaning materials).
- If you have a pregnant worker (employee or volunteer), you should undertake a risk assessment. See, [www.hse.gov.uk](http://www.hse.gov.uk), and type 'pregnant workers' in the search box.
- You must assess risks related to electricity and you must assess fire risks.
- If you have five or more employees, you must by law have a written health and safety policy. The policy should set out: your general approach and objectives in relation to health and safety; and the arrangements you have in place for managing health and safety. See the HSE example health and safety policy template, [www.hse.gov.uk/simple-health-safety/write.htm](http://www.hse.gov.uk/simple-health-safety/write.htm), for you to download and complete.
- You must manage health and safety risks in the workplace. If you have five or more employees, you also need to record the findings of your risk assessments.
- You are required by law to consult with your workers regarding safety issues in the workplace. You need to provide health and safety instruction, information and training for your employees.
- You should think about safety if your workers are working alone. It is suggested that you jointly review the HSE leaflet on lone workers see, [www.hse.gov.uk/pubns/indg73.pdf](http://www.hse.gov.uk/pubns/indg73.pdf).
- At the time of writing, you must ensure that the workplace is Covid-secure. See [www.hse.gov.uk/coronavirus/working-safely/index.htm](http://www.hse.gov.uk/coronavirus/working-safely/index.htm).
- Don't forget that you should ensure health and safety for volunteers and self-employed people as well as employees.

## Further sources of information

The Health and Safety Executive's (HSE) website, [www.hse.gov.uk](http://www.hse.gov.uk), has a huge amount of information on all aspects of health and safety. You can also call the HSE on **0845 345 0055**.

ACAS has an advisory booklet called 'health, work and wellbeing.' It includes sections on dealing with mental health issues, musculoskeletal disorders and stress. See <http://www.acas.org.uk/index.aspx?articleid=693>. Acas has also published some specific information about supporting employees who are living with a mental health condition. See <http://www.acas.org.uk/index.aspx?articleid=1900>.

## 1.8. Working time, time off and privacy for wardens

### 1.8.1. Working Time Regulations

The Working Time Regulations 1998 set out the maximum time that workers should work per week. This is 48 hours per week (on average) and includes hours worked at *all* the employers for which the individual works. If you are in any doubt as to whether any of your employees may be exceeding 48 hours per week on average (including any work undertaken elsewhere), you may need to agree with them an 'opt out' of the Working Time Regulations. For further information, go to, [www.gov.uk/maximum-weekly-working-hours/overview](http://www.gov.uk/maximum-weekly-working-hours/overview).

Your employees should be given rest breaks and rest periods, as follows:

- Each employee should be able to take a minimum of 20 minutes unpaid rest during the working day, if they work for a continuous period of more than 6 hours.
- Each employee should be able to take a rest between working days of at least 11 hours. So if your employee is locking up the building at 10.00pm, he or she should not be required to work again until 9.00am the following morning. If occasionally this happens, then they should be given what is termed as 'compensatory rest.' For example, on another day that week, a longer break between ending work and starting the next day should be arranged.
- Each employee should work no more than 6 days out of 7, or alternatively 12 out of every 14.

There are also regulations concerning working hours for young workers (under 18) and individuals who work at night. If this may be relevant to your area meeting see, [www.ACAS.org.uk/index.aspx?articleid=5410](http://www.ACAS.org.uk/index.aspx?articleid=5410), to check your obligations.

### 1.8.2. Managing workloads and workflow

It is advisable to discuss workloads with each employee at your regular 1-1 meetings.

If your employee says, or you suspect, that they can't get everything done in their working hours, then you need to know the details. Go through their job description and discuss how they are spending their time. In addition to their job description, they probably have a list of tasks they are working on at any one time. Go through the task list and work with the employee to re-prioritise if needed. Check for any training needs – the employee may be struggling with a particular task or may have difficulties in managing their time.

If you have checked how the employee is spending their working hours, are satisfied that they are doing their work at a reasonable speed and prioritising appropriately, yet there is more to be done than the hours available, then you may need to review your expectations of the job. You will either need to allocate more hours to the job or you will need to reduce the expected tasks.

### **1.8.3. Privacy for wardens and confidentiality in the employment relationship**

'Care must be taken to respect the privacy of wardens during their leisure time and not to make unreasonable demands upon their services. Their private accommodation should not be seen as an extension of the meeting house.'

*Quaker faith and practice 13.36*

It is all too easy for wardens to become indispensable at the Meeting House and be seen to be 'available all hours.' Indeed, wardens themselves will want to be helpful and may have become used to responding to requests and issues as they arise. However, this is not desirable in the longer term. It may become stressful for the warden. Not only that, the law obliges employers to provide rest breaks from work (see 1.8.1).

To ensure privacy and time off for your resident warden, you are advised to implement the following:

- Agree at least one day off a week when the warden can expect not to be disturbed (this is a **legal requirement for employees** – see 1.8.1.)
- If there is an emergency which means that the warden needs to work on his/her day off, provide an alternative day off instead.
- Agree the times throughout the week when the warden is required to work and not work.
- Publicise the times and days when the warden is and is not working.
- Provide means of leaving messages when the warden is not working, eg emails, message book and answer phone. Set the expectation that at times, people will not receive an immediate response from the warden.



- If there is a need for someone to be available at more times than the warden is contracted to work, arrange for members of the meeting or other workers to cover.
- Think carefully about the pattern of work you are expecting from your warden. Think about how best to arrange the hours so that you and the warden are able to clearly distinguish between working time and leisure time. Discuss such issues with the warden at the beginning of their employment and at regular intervals, to see how things are working.
- As an example, if there is a requirement to open and close the meeting house four times, at intervals throughout the day, it might be agreed that the warden will do administration or maintenance tasks between the first and third opening and closings, with the person booking the meeting house being given a key to close the building in the fourth instance.
- In the case of an emergency in non-work time, most wardens would be willing to respond to such a situation. You should allow the warden to take equivalent time off in lieu – as well as thanking the warden! There should also be alternative arrangements within your meeting to deal with emergencies – for example a publicised list of phone numbers of members of meeting who are willing to step in.

Be very clear about when an employed warden is and is not required to be 'on call.' If the warden is required to be 'on site' at their place of work, eg to wait for a delivery, then this should be considered to be part of the warden's weekly working hours (but it is reasonable for you to expect the employee to do other work, rather than just wait!). If the warden is free to go about his/her daily business and is not required to be 'on site', then this is not considered to be working time.

In respect of confidentiality, do remember that employment matters require confidentiality between the employer and the employee. It is not appropriate to for meetings to discuss matters relating to employment or specifically to employees, in local or area business meetings. These matters are the responsibilities of trustees and decisions should be made at that level. Further information can be found in Quaker Life's Confidentiality leaflet.

- [www.quaker.org.uk/documents/confidentiality.pdf](http://www.quaker.org.uk/documents/confidentiality.pdf)

## 1.9. Maternity and other parental leave

Your employees who are parents or carers have certain rights to time off. These rights are outlined in brief below. You can work out entitlements to the various types of parental leave here, [www.gov.uk/pay-leave-for-parents](http://www.gov.uk/pay-leave-for-parents). You can find further information on the ACAS website, [www.ACAS.org.uk/index.aspx?articleid=1362](http://www.ACAS.org.uk/index.aspx?articleid=1362). ACAS also have a helpline you can call, to gain advice and information about parental rights.



The information below outlines the minimum legal rights of employees. Area meetings may choose to give benefits above the legal minimum.

### **1.9.1. Maternity leave**

Pregnant women have a right to up to a year's maternity leave, with the right to return to their job. There is no length of service requirement – in theory, this entitlement could be taken from the first day of employment.

Pregnant employees may qualify for Statutory Maternity Pay (SMP) during their leave. SMP is paid for a maximum of 39 weeks. There is a higher rate for the first 6 weeks then a lower rate for the subsequent 33 weeks.

To qualify for SMP, they must have been:

- employed by the same employer continuously for at least 26 weeks ending with the 15<sup>th</sup> week before the week their baby is due (the 'qualifying week')
- earning on average an amount which at least equals the lower earnings limit for National Insurance contributions (£112 per week, for the tax year 2016 /2017).

If you need to pay SMP, most of it is re-claimable from the Government.

If the employee does not qualify for SMP, you must give them form SMP1 (downloadable from here: [www.gov.uk/government/publications/statutory-maternity-pay-employee-not-entitled-form-for-employers](http://www.gov.uk/government/publications/statutory-maternity-pay-employee-not-entitled-form-for-employers)) for them to take to the Job Centre Plus. This may allow them to claim Maternity Allowance.

Women on maternity leave are also entitled to keep normal employment rights and benefits apart from salary. This includes: employer contributions to a pension scheme (if applicable) for the period of receipt of maternity pay; and accrual of holiday entitlement (normally including bank/public holiday entitlement) during the whole period of 52 weeks of maternity leave.

Whilst there is, to our knowledge, no case law on the matter, it is highly likely that a woman on maternity leave would retain her right to reside in any accommodation provided with the job.

You should undertake a risk assessment with your pregnant employee as soon as you are informed of her pregnancy. This is to protect her health and that of her unborn child. See, [www.hse.gov.uk/mothers/faqs.htm](http://www.hse.gov.uk/mothers/faqs.htm).

Women on maternity leave (and, in the future, who are pregnant or newly returned to work) are protected in a favourable way if there is a redundancy situation. The same applies for those on adoption or shared parental leave (see below). This is a complicated area of the law and if there is a potential redundancy situation, you are advised to seek advice by viewing the Acas website or calling the Acas helpline, on 0300 123 1100.

There are many other rules about maternity leave and pay and you are advised to find out the latest information on the Government website, [www.gov.uk/maternity-pay-leave/overview](http://www.gov.uk/maternity-pay-leave/overview) or on the ACAS website, [www.ACAS.org.uk/index.aspx?articleid=1753](http://www.ACAS.org.uk/index.aspx?articleid=1753).

### **1.9.2. Paternity leave**

Paternity Leave is for a period of one or two weeks and must be taken within 56 days of the birth of the baby, or within 56 days of the date of placement for adoption. There are certain eligibility criteria for paternity leave and pay.

Paternity leave may be taken by women, for example in the case of a same-sex couple or when a man is the primary adopter and is taking the longer adoption leave (see below).

For further information on paternity leave and the payment that must be made, go to: [www.gov.uk/paternity-pay-leave](http://www.gov.uk/paternity-pay-leave), or see information on the ACAS website, [www.ACAS.org.uk/index.aspx?articleid=1806](http://www.ACAS.org.uk/index.aspx?articleid=1806).

### **1.9.3. Adoption leave**

Adoption leave is for up to a year and can be taken by the principal adopter in a couple, whether this person is male or female. The entitlements to leave and pay mirror those for maternity leave.

For further information see, [www.gov.uk/adoption-pay-leave](http://www.gov.uk/adoption-pay-leave), or see information on the ACAS website, [www.ACAS.org.uk/index.aspx?articleid=1828](http://www.ACAS.org.uk/index.aspx?articleid=1828).

### **1.9.4. Shared parental leave**

The mother or principal adopter may choose to 'curtail' their maternity or adoption leave and share the remaining leave with the father /partner. Up to 50 weeks' of leave can be shared. For further information see, [www.gov.uk/shared-parental-leave-and-pay/overview](http://www.gov.uk/shared-parental-leave-and-pay/overview), or see information on the ACAS website, [www.ACAS.org.uk/index.aspx?articleid=4911](http://www.ACAS.org.uk/index.aspx?articleid=4911).

### **1.9.5. Parental leave**

Parents or adopters may apply for parental leave, which is unpaid leave of up to 18 weeks, to be taken before the child reaches the age of 18. A maximum of 4 weeks' unpaid parental leave may be taken in any one year. There are certain eligibility criteria.

For further information go to, [www.gov.uk](http://www.gov.uk), and type into the search box 'parental leave' or to the ACAS website, [www.ACAS.org.uk/index.aspx?articleid=1637](http://www.ACAS.org.uk/index.aspx?articleid=1637).

From 6 April 2020, parents who suffer a bereavement of a child under the age of 18 have a legal right to parental bereavement leave of up to 2 weeks' duration. See [www.acas.org.uk/absence-from-work/time-off-for-bereavement](http://www.acas.org.uk/absence-from-work/time-off-for-bereavement).

### 1.9.6. Right to time off for dependents

Employees have the legal right to take short-term time off work to deal with an emergency involving someone who depends on them. This does not need to be paid, although at the employer's discretion it may be paid.

An 'emergency' is an unexpected or unforeseen problem, such as a problem at a child's school or problems with the care of an elderly relative who depends on the employee.

For further information go to, [www.gov.uk](http://www.gov.uk), and type into the search field 'time off for dependents' or see, [www.ACAS.org.uk/index.aspx?articleid=3235](http://www.ACAS.org.uk/index.aspx?articleid=3235), on the ACAS website.

## 1.10. Discipline and grievance

You must have written disciplinary and grievance procedures that employees can access easily or can see on request.

See [example grievance procedure](#) and [example disciplinary and capability procedure](#).

It can be difficult to know how to proceed in cases of discipline and grievance. In the first instance, contact the free ACAS helpline on **0300 123 1100**. In addition, the ACAS website, [www.ACAS.org.uk](http://www.ACAS.org.uk), contains a lot of free guidance on how to deal with these matters. If you are still in doubt about how to proceed in connection with a grievance or disciplinary matter, especially in the case of a potential final warning or dismissal, you are strongly advised to take advice from a human resources specialist or employment lawyer.

### 1.10.1. Handling a grievance

If an employee is unhappy about an aspect of his/her employment, the key things to do are:

- **Treat any grievance seriously.** Don't just hope it will go away because it probably won't!
- **Don't assume you know the answer before you have fully listened to the issues.** What appears to be a minor matter to you may be an important and complicated issue for the employee.
- **Act quickly.** Where possible, handle the matter informally. Meet with the employee and listen to what they have to say. Let them explain the situation

fully – try not to suggest a solution before the employee has had the chance to fully define the problem.

- **Follow your grievance procedure.** If the matter can't be resolved informally, or the employee wants to follow a formal procedure, you'll need to follow your grievance procedure. See [example grievance procedure](#).
- **If the grievance concerns a volunteer, follow the procedure in the volunteer agreement** and not the grievance procedure for employees. See also section 2 for more information about engaging volunteers.

### 1.10.2. Handling suspected misconduct

Exactly how you proceed will depend on the misconduct. Minor misconduct can be dealt with informally by discussing the problem and setting or re-setting standards. However, more serious misconduct needs to be treated in a formal manner. Some examples of such serious misconduct are: dishonesty, fraud, repeated poor timekeeping, drinking alcohol during working hours or abusive language.

If you receive an allegation concerning potential misconduct of an employee, or observe such potential misconduct yourself, you will need to **follow your disciplinary procedure**. See [example disciplinary and capability procedure](#).

You are likely to need to:

- Interview the person or people who raised the allegation
- Interview any witnesses
- Review any documentary evidence
- Interview the employee against whom the allegation has been made
- Take notes of all interviews and gain the agreement of the interviewees to the notes
- Take a view as to whether there is a case to answer
- If there is a case to answer, arrange a disciplinary hearing and write to the employee to request that he /she attend. The letter will need to state the reasons disciplinary action is contemplated. All information which is to be considered at the disciplinary hearing should be enclosed. This hearing should be held by individuals not involved in the investigation.

If necessary, you may also need to suspend the employee for a short period of time whilst you investigate.

The above steps should be completed as quickly as possible, for the benefit of all concerned.

For further information, see the ACAS guidance on discipline and grievances procedures, at [www.ACAS.org.uk/index.aspx?articleid=2179](http://www.ACAS.org.uk/index.aspx?articleid=2179). You can also call ACAS for free advice, on **0300 123 1100**.

If you are contemplating dismissing an employee, you are strongly advised to take professional advice.

### **1.10.3. Handling performance concerns**

If you are concerned about the performance of an employee, then it is appropriate to raise your concerns with the employee at the earliest opportunity and try to resolve the concerns. It is neither fair to the employee, nor to the meeting, if you do not do so.

Problems with performance generally fall under the following categories:

#### **1. The employee didn't know what was expected**

This is often the case, especially with new employees. It may be that you have not been clear enough about what is expected. The approach in this circumstance is simply to **clarify** what you need done.

#### **2. The employee thought they were doing what was expected**

Sometimes, an employee may think they understand the task, and are achieving it, but from your perspective they are not. The approach here is to **give feedback on their work** and explain again what you need done.

#### **3. The employee can't do what is expected**

If the employee can't do what is expected, it may be that they don't have the skills or knowledge; or it may be that they don't have the resources (eg time or equipment).

You will need to speak with the employee about why they can't do what is expected, and discuss with them whether there is an issue of **resources**, such as lack of time (in which cases you may need to adjust your expectations) or whether in fact **additional training, support or coaching** would assist.

#### **4. The employee won't do what is expected**

On occasions, the employee knows what is expected and they know how to do it, but they don't want to do it. This may be because they are aggrieved about something, or because they believe that what they are being asked to do is not a priority.

Talk with the employee. They may have a valid reason for choosing not to do what is expected. Ultimately, however, if an employee is refusing to comply with reasonable requests, this is a matter to be dealt with under your **disciplinary procedure**.

#### **How do I know which of the above reasons for underperformance applies?**

**Ask the employee.** Discuss the situation in a problem-solving, non-confrontational way, gaining the employee's view and coming to your own view.

Once you have a view on which of the four reasons is causing the gap between what you were expecting and what the employee is actually doing, you can start to discuss with the employee the best of way bridging the gap. You might want to arrange another meeting to do this, when the employee has had the chance to think about the situation.

### **What next?**

Monitor the situation and remember to recognise achievements when things go right!

### **What if problems persist?**

The above approach should enable you to resolve most performance problems. However, if problems persist, you will need to follow formal procedures. See [example disciplinary and capability procedure](#).

## **1.11. Disclosures from employees ('whistleblowing')**

You are advised to have a procedure on whistleblowing, so that employees can disclose concerns about suspected wrongdoing in their workplace. See [example whistleblowing procedure](#). For further information, go to the Public Concern at Work website, [www.pcaw.org.uk](http://www.pcaw.org.uk).

## **1.12. Redundancy**

### **1.12.1. Definition of redundancy**

Redundancy may arise where **the requirement for employees to undertake work of a particular kind has ceased or diminished**. This could be the case where you can no longer employ one or more members of staff at your meeting, due to reduced funds, for example.

### **1.12.2. Accessing further information**

If you are in a redundancy situation, you can refer to the [guidance on handling redundancy situations](#).

Effective redundancy handling can be complicated. You are advised to seek advice from a human resources specialist or employment lawyer if you have a redundancy situation.

## **1.13. Retirement**

### **1.13.1. Choice to retire**

Previously, under the law, age 65 was the 'default retirement age' (DRA), which was the earliest date on which employers could retire an employee. However, it is no longer possible for an employer to 'retire' an employee. This applies, even where you

no longer need the job (in which case, it would potentially be a redundancy situation rather than a retirement).

Whilst increasing age should not be considered to equate to a diminished ability to do the job, you cannot 'retire' someone or suggest they retire due to performance. If the employee is not capable of undertaking the work to your satisfaction, there may be adjustments to the job that you could make, which would enable the employee to do the job well. If there are no adjustments that you could make and if performance is not at a reasonable standard, you should sensitively follow the processes in the disciplinary and capability procedure. This can be a delicate area and you are advised to take human resources or legal advice.

An employee can *choose* to retire, of course, and this is in effect a resignation. No pressure should be placed on employees to retire at a certain age – this would be unlawful age discrimination.

ACAS provides guidance about age matters at <https://archive.acas.org.uk/agediscrimination>.

## 1.14. Miscellaneous

### 1.14.1. Engaging joint wardens

If you engage a couple on an employed basis (ie not a volunteer basis), you need to be aware that you must treat both individuals as separate employees. It is a misconception that they can be engaged on a 'joint contract of employment.'

Treating both individuals as separate employees means that:

- In effect, you are setting up a job-share arrangement
- Each individual must have their own written statement of terms and conditions of employment ('contract of employment').
- The hours that each will work need to be agreed with each of them and reflected in their written statement.
- Each individual needs to be treated as a separate employee for the purposes of the national minimum wage, tax and National Insurance
- The job description you give to each of them may be different – depending on how you agree that the duties will be assigned
- The assigned duties should reflect the hours allocated to each employee.

If one individual later resigns or is dismissed, and assuming that you still require the work to be undertaken, then you could speak with the second individual about increasing their hours. If the second individual is unwilling to increase their hours and you feel that you cannot continue to operate with the reduced hours, you will need to consider covering the work in another way, eg by another employee.



Recruiting a new employee could clearly cause logistical problems, if you definitely need them to live 'on site'.

If you have consulted fully with the remaining employee and exhausted all options to cover the remaining work, but you cannot do so, given the 'live in' status of the post, you may need to terminate their employment. If you are contemplating this, you are strongly advised to take professional employment advice. In the first instance, you can call ACAS for free advice, on **0300 123 1100**. If you need more detailed advice, you should consult an HR specialist or employment lawyer.

### **1.14.2. Providing equipment**

The equipment you provide for your employees will depend on their job.

For example, you may provide:

- Cleaning materials for a cleaner
- Gardening tools for a gardener
- Phone and computer for an administrator or warden.

If your warden already has a computer or phone for personal use, you may agree with the warden that they will also use it for work use. However, the use of the equipment attributable to work should be paid for by the area meeting as employer.

Please note that you would normally expect self-employed people to provide their own equipment. A gardener would bring their own tools and a cleaner their own cleaning materials. See section 2 below.

### **1.14.3. Supporting with rehousing at the end of the wardenship**

'Rehousing on completion of service requires careful consideration before appointment'. Quaker faith and practice 13.35.

It may be that as an area meeting, you have decided you don't need, or can't afford, a warden in the future, in which case this is a potential redundancy situation. Another circumstance is where a warden decides to retire from their post as warden, or resigns.

A warden's residence may have been their home for many years and whilst it will never have been agreed as a permanent home (and you should have been raising this in the annual appraisal), moving on can still be difficult.

In order to assist your warden, you could:

- Ask the warden what support might be useful.
- Direct the warden to specialist sources of advice, depending on their situation.
- Support them to contact local housing associations or private landlords as needed.



- Support your warden with any application to a social housing provider /council /private landlord. Please note that having been in tied accommodation may be one of the criteria that councils and social housing providers use to determine priority for housing. So the tied accommodation may give your warden more priority than if they had not been in tied accommodation.
- If possible and appropriate, offer a member of the meeting to come with the warden to visit new properties.

# 2.

## 2. Engaging volunteer resident wardens and volunteer resident friends

### 2.1. Overview

Some meetings may wish to engage volunteer resident Friends or volunteer resident wardens. These individuals agree to undertake warden duties as a form of Quaker service.

As these individuals are volunteers, there should be no employment contract, whether express, oral or implied, because there is no intention between the parties to form legal relations.

The example volunteer agreement, which you should use, refers to ‘hopes’ concerning the volunteering, rather than to mutual obligations or any entitlements. Remember that, unlike an employee, you cannot require a volunteer to work for a certain number of hours. You should however discuss mutual hopes for the volunteering.

### 2.2. Recruiting a volunteer resident warden

Make sure that during the recruitment and interview process and in your recruitment documentation, you make reference only to the volunteer status. Do not make reference to ‘employment’ or the individual being an ‘employee’, to avoid giving mixed messages about the nature of the post.

You are advised to seek references for your volunteer warden. See [guidance on seeking references](#).

Please note that some meetings may have an arrangement whereby a volunteer warden is engaged as a ‘voluntary worker.’ This is where an individual is engaged on a contract of employment, but on no pay. This arrangement is via an exemption under the National Minimum Wage 1998 (section 44). The exemption is designed to allow people who genuinely wish to work for a charity or voluntary organisation without profit to do so without fear of qualifying for the national minimum wage.

If you have this arrangement, you do not need to change it, but Friends House does not recommend such an arrangement for the future. Legal advice is that the arrangement of volunteer, where individuals agree to work as a form of service, is most appropriate for our arrangements. Further, in the view of Quaker Life, the

volunteer arrangement is more appropriate in terms of clarifying the expectations and hopes of both the warden and the meeting.

**Please note that the law does not allow for any middle ground between a ‘voluntary worker’ who does not receive a wage and an employee who must receive a wage at minimum wage levels or above. If you pay any wage, then it must be at least at Minimum Wage levels.**

## 2.3. Protection of children and vulnerable adults

Provisions concerning the protection of children and vulnerable adults apply to volunteers as well as paid employees. This means that if volunteers are undertaking ‘regulated activity’ involving contact with children and vulnerable adults, you should seek a DBS (Disclosure and Barring Service) check (Disclosures). See, [www.gov.uk/government/publications/dbs-check-eligible-positions-guidance](http://www.gov.uk/government/publications/dbs-check-eligible-positions-guidance), to assess whether or not you should seek a DBS check.

## 2.4. Trial period

If you wish, you may choose to have a trial period of a few weeks or months, to give the meeting and the volunteer time to discover if they are suited to each other. A review should be held midway through the trial period and at the end.

## 2.5. Documentation

It is advisable to issue the following documentation:

**A volunteer agreement.** See [example volunteer agreement](#). The volunteer agreement explains that this is an informal arrangement which may be terminated by either party at any time. The volunteer agreement also sets out how any concerns would be dealt with.

**A volunteer role description.** The role description should not refer to mutual obligations or any entitlements. The National Council for Voluntary Organisations (NCVO), at <https://knowhownonprofit.org/people/volunteers-and-your-organisation>, advises that it is best to call it a ‘role description’ rather than a ‘job description’, so that it is distinguished from an employment relationship.

You can gain further guidance on the NCVO website, <https://knowhow.ncvo.org.uk/studyzone/good-practice-in-volunteer-management>.

A [workforce privacy notice](#), which states how you use the volunteer’s data. This is required to comply with the General Data Protection Regulation (GDPR).

## 2.6. Hours

There is no limit on the hours volunteers should be allowed to work. However, remember that your volunteers should not be overburdened by their volunteering. Remember also that they do not *have* to work, as would be the case with a contract of employment.

## 2.7. Duration

You should indicate in the volunteer agreement the anticipated duration of the volunteering. It is advisable to have an anticipated duration of not more than one year. Each year, the volunteering arrangement would then be reviewed and by mutual agreement (which should be noted in writing), may be renewed, for an anticipated further year.

## 2.8. Expenses

Volunteer out-of-pocket expenses should be reimbursed, but make sure that the volunteer always provides receipts. Expenses that you may agree to reimburse are: travel required during the course of the day (eg to collect something needed at the meeting house); and out of pocket expenses (eg when purchasing something for the meeting house).

You should avoid giving a 'flat rate' amount to cover expenses, for example, paying £10 per day to cover incidental expenses. This is because if the expenses cannot be clearly related back to the expenditure, anything additional to the expenditure may be considered to be taxable by HM Revenue and Customs and may also affect the volunteer's benefits.

In addition, a 'flat rate' amount of expenses could be seen to be payment and you could inadvertently create a contract of employment with the volunteer. This could require payment of the minimum wage as well as other employment obligations to the individual, although this was not initially envisaged by either party.

## 2.9. Training

You may provide relevant training to the volunteer but you should not pay for training that is irrelevant to the volunteer's work, eg paying for a college course that is unrelated to the volunteering at your meeting house.

This is because as a volunteer, the individual should not be 'paid' – training could be seen as a form of payment. This results in an unclear situation in terms of volunteer status, as outlined in the Expenses section above.

## 2.10. Whistleblowing (raising a concern)

All those engaged at an area meeting, whether employees, self-employed people or volunteers, should feel able to raise concerns if they suspect wrongdoing. Please see an [example whistleblowing policy](#), which you could adopt in your area meeting.

## 2.11. Health and safety

You have a duty to take care of the health and safety of your volunteers. See section 1.7. of this guide.

## 2.12. Accommodation

Accommodation (if offered) must be offered under a volunteer occupancy agreement. See [example volunteer occupancy agreement](#).

You may decide that the meeting will pay directly for utility bills (gas, electricity, water) and council tax for the property.

Resident volunteer wardens should be made aware that it is not possible for them to rely on the accommodation as a permanent place to live.

## 2.13. Ending the volunteering

Volunteers are free to come and go as they wish so they may end the agreement at any time.

The meeting may also decide to terminate the volunteering agreement at any time. If for example, the volunteer was no longer able to fulfil the volunteering duties, then the Meeting may decide to terminate the agreement.

Although this is not an employment relationship, volunteers at a Quaker meeting should be valued for their contribution and as individuals. Every attempt should be made to ensure that when the volunteering agreement ends for whatever reason, the ending is amicable.

If the meeting is considering terminating the volunteering agreement due to problems with the volunteer, then effort and time should be invested to resolve such problems first. The [example volunteer agreement](#) gives a process for resolving problems.

## 2.14. Further information

See the volunteering sections on the NCVO website, <https://knowhow.ncvo.org.uk/studyzone/good-practice-in-volunteer-management>.



# 3.

## 3. Engaging self-employed people

### 3.1. Overview

A meeting may have a vacancy for a post, eg a cleaner, and decide that it would be better to engage the person on a self-employed basis, so that they do not need to be concerned with tax, national insurance, annual leave etc.

### 3.2. Self-employed or employed?

You cannot just decide to engage someone as self-employed. **The fact that an individual is described, either by him /herself or by the employer, as being self-employed does not necessarily mean that this is actually so.**

In some cases it will be clear that an engagement is a self-employed arrangement. For example, if you engage a cleaning company, you are hiring the services of the company and you are not employing anyone. If you are hiring a consultant for a specific piece of short-term skilled work, then it is likely to be a self-employed arrangement.

However, sometimes it is not so clear and you will need to consider the situation carefully. There is no single test of employed /self-employed status.

In general terms, an individual is likely to be **an employee** if they meet all or most of the following criteria.

- They work standard hours for you under your control
- There is a mutuality of obligation – you are expected to offer ongoing work and they are expected to do it
- They are not in business on their own account, ie they do not bear the financial risks of failure to perform and they use your equipment rather than their own
- They work for you only and not a number of clients.

An individual is likely to be **self-employed** if they meet all or most of the following criteria.

- They have a lot of control over their work (for example, over hours of work)
- They are separate from your organisation
- They do not expect ongoing work and are not under an obligation to perform it
- They provide the main items of equipment needed to do their job

- They are free to hire other people to do the work they have taken on
- They are responsible for correcting unsatisfactory work in their own time and at their own expense.

If you look at the definitions for employed and self-employed above you will see that it is highly unlikely that an area meeting would be able to engage a warden on a self-employed basis. Even if a warden is self-employed for other work that he /she may undertake, you would still need to employ him /her for the warden role.

It is important to get employment status right, because:

- Someone you thought was not an employee could claim employment rights (eg a claim for unfair dismissal, redundancy pay or holiday pay).
- HM Revenue and Customs could declare that someone you thought was self-employed should have been paid on the payroll, with tax and national insurance deducted. In this case, you could be liable to pay the employee's tax as well as employer's and employee's National Insurance.

There is no legal requirement for you to issue a written contract for a self-employed person, but you are strongly advised to put a brief agreement in writing, because this will help to avoid confusion or misunderstanding. See [example self-employment contract](#). You should also issue your self-employed workers with your [workforce privacy notice](#), which explains how you use their personal data. You must do this to comply with data protection legislation.

For further guidance about employed and self-employed status, see [www.gov.uk/employment-status](http://www.gov.uk/employment-status).

### **3.3. Whistleblowing (raising a concern)**

All those engaged at an Area Meeting, whether employees, self-employed people or volunteers, should feel able to raise concerns if they suspect wrongdoing. Please see an [example whistleblowing policy](#), which you could adopt in your Area Meeting.

### **3.4. Health and safety**

You should ensure the health and safety of any self-employed individuals. See section 1.7. of this guide.

### **3.5. Further information**

You can find more detailed information about self-employment status at, [www.gov.uk/employment-status](http://www.gov.uk/employment-status).



# 4.

## 4. Engaging casual workers

### 4.1. Overview

As well as employees and self-employed people, there is a third category, which is casual workers. Casual workers have a 'contract for services' to do work or provide services. They are engaged to do the work personally. There is no right to receive or obligation to do work – work occurs on an 'as and when' basis. Unlike self-employed people, casual workers should be on the payroll, with tax and NI deducted.

### 4.2. When might you engage a casual worker

You might have need for a casual worker in your Area Meeting in one or more of the following circumstances:

- To cover for the absence of a warden or cleaner on holiday or on short-term sick leave.
- If you receive a booking that requires some extra cover.
- To cover on an 'ad hoc' basis across the area meeting for absences or peaks of work.

If however the requirement is regular and recurring, the appropriate contract is an employment contract (see above) and not a casual contract.

Properly conducted, casual work can be beneficial both to you as the employer and to the individual:

- The arrangement enables you to have flexible cover on an 'as and when' basis.
- The arrangement may suit certain individuals who do not wish to commit to regular work, or want to work around study or home responsibilities.

### 4.3. How to engage a casual worker

You can use a casual worker agreement. From 6 April 2020, it will be a legal requirement to issue this agreement on or before the first day of work. Even before April 2020, you are strongly advised to do so. An [example casual worker agreement](http://www.quaker.org.uk/employers) is available at [www.quaker.org.uk/employers](http://www.quaker.org.uk/employers).

Please note that the following should occur in the same way as permanent employees:

- Interviews
- References
- Right to work in the UK
- Induction

## 4.4. Rights and responsibilities

It is important that a casual work arrangement is fair to the person undertaking the casual work. Just as the meeting is not obliged to offer work, so individuals must not be obliged to accept work. They should also be free to take on other work if they wish. It is unlawful to restrict casual workers from taking on other contracts ('exclusivity').

Meetings may wish to ensure that there is only a fixed number of people on any flexible team – to ensure that there is casual work available and to ensure that each individual is engaged and trained properly.

Casual workers have a number of rights, including:

- National minimum wage
- Paid holiday
- Payslips
- Rest breaks
- Protection against unlawful discrimination
- Protection for 'whistleblowing'
- Not being treated less favourably for working part time
- Pension and sick pay, if their earnings are at a certain level (see the [example casual worker contract](#))