

Ref:PERSON\_NUMBER

LETTER\_DATE

**Private and Confidential**

TITLE FIRST\_NAME LAST\_NAME

ADDRESS\_LINE\_1

ADDRESS\_LINE\_2

TOWN\_OR\_CITY

POSTAL\_CODE

GEOGRAPHY\_NAME

Dear TITLE LAST\_NAME,

**Casual Worker Engagement Letter**

Following your recent agreement to undertake work as a POSITION\_NAME, and upon acceptance of this Engagement Letter and the attached Casual Worker Agreement, I am pleased to confirm the offer of engagement as a casual worker for Birmingham City Council at ORGANIZATION\_NAME.

This letter is provided to advise you of the written particulars relating to your working arrangements with effect from START\_DATE\_IN\_POS. This letter should be read in conjunction with the attached The Casual Worker Agreement**.**

**Your Provider of Work**

You will be engaged to undertake work from time to time at ORGANIZATION\_NAME (the school). Nothing in this agreement is intended to imply any degree of regular or permanent employment. This is not an employment contract and does not confer any employment rights on you (other than those to which workers are entitled). In particular, it does not create any obligation on you to perform work for the school or on the Council or the school to provide work to you and there will be no mutuality of obligation between the parties

**Position Title for your Casual Position**

Your casual worker position title is POSITION\_NAME. Your duties and responsibilities will be prescribed by the head teacher or your line manager and set out in your Job Description.

**Date of Commencement**

Your appointment as a casual worker at ORGANIZATION\_NAME will begin on START\_DATE\_IN\_POS. There is no presumption of continuity of employment and further information is set out in the attached Casual Worker Agreement.

**Arrangements for Work**

The head teacher or your line manager will provide you with the arrangements for work including start and finishing times.

Further information is set out in the attached Casual Worker Agreement.

**Pay**

On those occasions that you are offered and accept casual work for this position, your rate of pay will be £HOURLY\_RATE per hour and will be made only in respect of hours worked. There will be no enhancements for night, weekend or Bank Holiday work.

Further information is contained within the attached Casual Worker Agreement.

**Hours of Work**

The normal working week is defined as 36.5 hours per week over a 5-day period. Each day you are entitled to a minimum 30 minutes unpaid lunch break if you work more than 6 hours.

The maximum number of hours you will be required to work in any week will normally be 36.5. Your actual hours and days of work will be confirmed by the head teacher or your line manager.

Your hours of work will vary depending on the operational requirements of the school. You will be informed of the required days and hours for each assignment that is offered.

**Work Location**

The location for your post is ORGANIZATION\_NAME.

**Holidays**

Your entitlement to holidays is set out in the attached Casual Worker Agreement.

**Sickness Absence**

Details of sickness absence reporting requirements and potential entitlement to statutory sick pay is set out in the attached Casual Worker Agreement.

**Pension**

Details of the eligibility for pensions are set out in the attached Casual Worker Agreement.

**Grievance and Disciplinary Procedures**

The school will adopt the ‘Acas Code of Practice on Discipline and Grievance’ in relation to any grievances or disciplinary matters.

**Health and Safety**

You will be required to observe all health and safety regulations during any assignment with the school and a copy of the school’s health and safety policy can be obtained from the head teacher or your line manager.

**Conditions**

This offer of a casual worker position is subject to each of the following conditions:

(a) The school receiving two references which it considers satisfactory.

(b) You having already shown the school your passport and other documentation required which gives you the right to work in the UK.

(c) Prior evidence of a Disclosure and Barring Service check and confirmation that you are not registered on the Children’s Barred List and Adult’s Barred List if this is a requirement of the casual position.

(d) That you hold any relevant qualifications required for the casual position job.

Further details are available from head teacher or line manager.

**Acceptance**

By accepting this engagement letter and attached Casual Worker Agreement, you confirm that you are able to accept casual work (if offered) and carry out the work.

A Casual Worker Engagement Acceptance Form is enclosed with this letter. You should return this form to the address indicated within two weeks of receipt to ensure the offer of a casual position and Casual Worker Engagement Letter is not withdrawn.

Yours sincerely

Name

**On behalf of Birmingham City Council**

Telephone Number:



**Casual Worker Engagement Acceptance Form**

**The school is unable to offer you any work until it has received this acceptance form from you**

I have read and understand the above letter and therefore accept the offer of casual work on

the terms stated in my Casual Worker Engagement Letter dated LETTER\_DATE and the

attached Casual Worker Agreement.

**From:** **FIRST\_NAME** **LAST\_NAME**

**Signed:**

**Dated:**

**School:** **ORGANIZATION\_NAME**

**Position:** **POSITION\_NAME**

**Pay Ref:** **PERSON\_NUMBER**

**Please return to:**

**School Name**

ADDRESS\_LINE\_1

ADDRESS\_LINE\_2

TOWN\_OR\_CITY

POSTAL\_CODE

**This acknowledgement should be returned to the above address within 2 weeks of receipt.**

**PRIVACY NOTICE**

**For those engaged to work for the Local Authority or in a Local Authority School**

We, Birmingham City Council (the Council), are a data ‘Controller’ for the purposes of the General Data Protection Regulations (GDPR) and the Data Protection Act 2018.

As a controller we process personal data held about those workers engaged to work for us. This personal data could include: name, address, telephone number and National Insurance Number, employment contract/remuneration details, qualifications and absence information.

**Basis for processing personal data**

Processing your personal data is required for the performance of the agreement that the Council has with you. For example, the Council are required to pay you a salary and to do so requires us to process your personal information.

Processing your personal data may also be required to assist the Council or Local Authority School in the performance of a public task, by:

* Improving the management of school workforce data across the sector;
* Enabling a comprehensive picture of the workforce and how it is deployed to be built up;
* Informing the development of recruitment and retention policies;
* Allowing better financial modelling and planning; enabling ethnicity and disability monitoring.

**Data Sharing**

The Council will not provide your personal data to anyone outside of the Council without your clear written consent, or in the case of special category personal data (sensitive data) your explicit consent, unless required or permitted to do so by law (see below).

If you do consent to us sharing your personal data or using it for any other purpose, then you are free to withdraw your consent at any stage. Please refer to the Birmingham City Council privacy notice for further details. (Web address below)

The Council may be required by law to pass on some of your personal data to other organisations, for example the Department for Education (DfE). If you require more information about who the Council may share your personal data with then please visit the following websites:

<https://www.birmingham.gov.uk/privacy>

and

<https://www.gov.uk/data-protection-how-we-collect-and-share-research-data>

If you are unable to access these websites online, then you can write to the Council or DfE as follows:

**Corporate Information Management Team**

Birmingham City Council

PO Box 16266 Website: [www.birmingham.gov.uk](http://www.birmingham.gov.uk/)

Birmingham Email: dp.contacts@birmingham.gov.uk

B2 2YY Telephone: 0121 303 4876

**Ministerial and Public Communications Division**

Department for Education

Piccadilly Gate

Store Street Website: [www.gov.uk/dfe](http://www.gov.uk/dfe)

Manchester Telephone: 0370 000 2288

M1 2WD Typetalk: 18001 0370 000 2288

**Individual rights**

You have certain rights in relation to your personal data. These rights are outlined in Council’s privacy notice, along with details of how to exercise these rights and details of our Data Protection Officer.



**BIRMINGHAM CITY COUNCIL**

CASUAL WORKER AGREEEMENT IN SCHOOLS

Version 1

Version Date April 2020

**Terms and Conditions**

This casual worker agreement governs your engagement from time to time with Birmingham City Council (the Council) as a casual worker at ORGANIZATION\_NAME (the school).

This is not an employment contract and does not confer any employment rights on you (other than those to which workers are entitled). In particular, it does not create any obligation on you to perform work for the school or on the Council or the school to provide work to you and there will be no mutuality of obligation between the parties.

The school cannot always predict the exact staffing levels it will require. The school therefore requires casual workers and it is entering into this agreement to record the terms on which a casual work relationship is entered into.

This casual worker agreement applies to all engagements which you will be offered for the casual worker position specified in your Casual Worker Engagement Letter, attached to this Agreement.

The following terms will apply on each occasion that you accept casual work with Birmingham City Council at ORGANIZATION\_NAME.

**Status of this Agreement**

This agreement governs your engagement from time to time at the school as a casual worker for the position stated in your Casual Engagement Letter. This is not an employment contract and does not confer any employment rights on you (other than those to which workers are entitled).

In particular, it does not create any obligation on the Council or the school to provide work to you and by entering into this agreement you confirm your understanding that the Council and the school makes no promise or guarantee of a minimum level of work to you and you will work on a flexible, "as required" basis. It is the intention of you, the Council, and the school that there be no mutuality of obligation between the parties at any time when you are not performing an assignment.

**The School’s Discretion as to Work Offered**

It is entirely at the school's discretion whether to offer you work and it is under no obligation to provide work to you at any time.

The school reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions.

Likewise, there is no obligation on you to perform work for the school (even if offered).

**No Presumption of Continuity**

Each offer of work by the school which you accept shall be treated as an entirely separate and severable engagement (an assignment). The terms of this agreement shall apply to each assignment but there shall be no relationship between the parties after the end of one assignment and before the start of any subsequent assignment.

The fact that the school has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

**Collective Agreements**

Casual workers are not covered by any collective agreements.

**Position Title**

Your casual worker position title is set out in your Casual Worker Engagement Letter.

**Arrangements for Work**

You are under no obligation to accept any work offered by the school at any time. However, if you accept an assignment you must inform the head teacher or your line manager immediately if you are unable to complete it for any reason.

The school reserves the right to terminate an assignment at any time for operational (or any other) reasons. You will be paid for all work done during the assignment up to the time it is terminated.

**Work**

The school may offer you work from time to time for the position set out in your Casual Worker Engagement Letter. If you accept any offer of work, your duties will include those listed in the relevant Job Description. The precise description and nature of your work may be varied with each assignment and you may be required to carry out other duties as necessary to meet business needs. You will be informed of the requirements at the start of each assignment.

**Pay**

The hourly rate of pay as outlined in the Casual Worker Engagement Letter will be paid only in respect of hours worked. There is no entitlement to receive any enhanced payments for working at weekends, nights or bank holidays.

You will be paid monthly in arrears on 28th of each month for the hours worked in the previous month; unless this coincides with a weekend or bank/public holiday, in which case the payment date will be the preceding Friday. In the months of December and January, however the Council may decide to make payments at other times in the month. Payment will be made into a Bank or Building Society of your choice.

The Council and the school will make all necessary deductions from your salary as required by law and shall be entitled to deduct from your pay, or other payments due to you, any money which you may owe to the school at any time. Pension contributions may be deducted as appropriate; for further guidance on pensions, see the “Pensions” section below.

To ensure that you are paid on time, you will be obliged to submit timesheets to capture any hours worked. You will be advised of this by the head teacher or your line manager.

**Allowances**

Casual workers are not eligible to receive any allowance payments.

**Work Location**

The school you are engaged to work at is your work location. This is set out in you Casual Worker Engagement Letter.

**Hours of Work**

The normal working week is defined as 36.5 hours per week over a 5-day period.

Your hours of work will vary depending on the operational requirements of the school. You will be informed of the required hours for each assignment that is offered.

You will be entitled to an unpaid lunch break of a minimum of 30 minutes where your assignment requires you to work more than six consecutive hours.

**The Working Time Regulations**

The Working Time Regulations 1998 oblige the Council and the school to ensure that you do not work more than 48 hours a week (on average) unless you have signed an agreement opting out of this limit. If you have agreed to work more than an average of 48 hours a week, including any working arrangement within and/or outside of the school or the Council, you will need to sign an opt out agreement. The opt out agreement is available from the head teacher or your line manager.

If you do not opt out, the school must ensure that it does not offer you work which would result in you working for more than 48 hours in any week (on average). You must keep the school informed of the hours that you work for third parties (or through employment or other casual assignments within the Council or at other schools) so that it can comply with this obligation.

**Disclosure and Barring Service**

It is a condition of this agreement, and any engagement as a casual worker, that if you are engaged to work with children or vulnerable adults (including positions enabling access to personal records) you obtain and maintain a Disclosure and Barring Service Certificate together with confirmation that you are not registered on the Children’s Barred List or the Adult’s Barred List.

You must satisfy these conditions to enable you to work with these categories of service users.

Failure to obtain and maintain the necessary certificates (as set out above) may result in the withdrawal of any work offered (even if accepted) with nil pay, the termination of any assignment commenced and/or the termination of this agreement.

**Disclosure of Criminal Convictions**

You are required to disclose details to the head teacher or your line manager if you are arrested, charged or prosecuted for any criminal offence or if convicted (including a finding of guilt, regardless of whether or not a conviction is recorded) of any criminal offence, whilst engaged as a casual worker with the school. Failure to disclose any such convictions may result in withdrawal of any work offered (even if accepted) with nil pay, the termination of any assignment commenced and/or the termination of this agreement.

In respect of road traffic offences, where you are required to drive as part of your assignment with the school then you should also inform the head teacher or your line manager.

**The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018**

 A person who is disqualified under the 2018 regulations may not provide relevant childcare provision or be directly concerned in the management of such provision. Where relevant, you will be required to complete a declaration form stating that you are not disqualified. The DBS will be checked against the list of offences in the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018.

**Holidays**

Your holiday entitlement will depend on the number of hours that you actually work and will be pro-rated on the basis of a full-time entitlement of 28 days' holiday during each full holiday year (including all public holidays in England and Wales).

For each hour worked the school will pay you in lieu of any untaken holiday. The amount of payment is calculated on the basis that for each hour worked you will receive pay for an additional 8 minutes pay, at the same hourly rate as stated in your Casual Worker Engagement Letter.

**Sickness**

If you have accepted an offer of an assignment but are subsequently unable to work the hours agreed, you must notify the head teacher or your line manager of the reason for your absence at least 2 hours before the commencement of your assignment or giving as much notice as possible before your assignment starts.

If you satisfy the qualifying conditions laid down by law 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, but you will not be entitled to any other payments from the school or the Council during such period. The current qualifying conditions are available from the head teacher or your line manager.

If the sickness absence occurs after the start of the working day, where you have already worked, you will receive pay for the time worked.

**Maternity / Adoption Rights**

You are not entitled to maternity/adoption leave, but you may qualify for statutory maternity/adoption pay under the rules laid down by law at the relevant time. The current rules are available from the head teacher or your line manager.

**Grievance and Disciplinary Procedures**

The school will adopt the ‘Acas Code of Practice on Discipline and Grievance’ in relation to any grievance or disciplinary matters.

**Equal Opportunities**

The school has an agreed Equal Opportunities Policy. Casual workers have the right to work protected from discrimination of any type, including bullying, harassment, discrimination or victimisation. Likewise, casual workers are expected to comply with and adhere to the school’s equal opportunity policy. Further details can be obtained from the head teacher or your line manager.

**Pension**

Any casual worker can choose to join the West Midlands Pension Fund by completing an application form. If, however, you do not choose to join the West Midlands Pension Fund, but you meet the eligible enrolment criteria, you will be automatically enrolled into the pension scheme. The current enrolment criteria can be requested from the head teacher or your line manager.

If you have been automatically enrolled into a pension scheme you will remain a member until such time as you choose to opt out of the scheme, irrespective of whether your earnings or age fall outside of the automatic enrolment eligibility criteria.

**Code of Conduct**

During each assignment you are expected to follow the personal and professional standards set out in the Council’s Code of Conduct which is available from the head teacher or your line manager. Failure to do so may result in withdrawal of any work offered (even if accepted) with nil pay, the termination of any assignment commenced and/or the termination of this agreement.

You may also be subject to a professional code of conduct or professional association rules or ethical standards which you will be required to observe. Failure to do so may result in notification of your misconduct to the professional body.

**Rules, Policies and Procedures**

During each assignment you are required at all times to comply with the relevant Council and school rules, policies and procedures in force from time to time; including but not limited to those available in school. Failure to do so may result in withdrawal of any work offered (even if accepted) with nil pay, the termination of any assignment commenced and/or the termination of this agreement.

**Benefit Fraud**

If you are currently in receipt of Housing or Council Tax Benefit, it is strongly recommended before commencing any engagement with the school that you check with the Benefit Service that the information used to calculate your benefit is accurate and complete. If you have failed to declare details, such as earnings, then your claim could be fraudulent and could lead to the withdrawal of any work offered (even if accepted) with nil pay, the termination of any assignment commenced, the termination of this agreement and/or further investigation or prosecution. This is in line with Birmingham City Councils Audit procedures, which include a requirement to investigate benefit fraud. Further details are available from the head teacher or your line manager.

**Deductions and Overpayments**

If you become aware that you have received payments that you are not entitled to you must immediately notify the head teacher or your line manager both verbally and in writing. Knowingly continuing to receive such payment could lead to the withdrawal of any work offered (even if accepted) with nil pay, the termination of any assignment commenced and/or the termination of this agreement.

Overpayments will normally be reclaimed over the same period in which the overpayment took place, but cases will be considered on an individual basis, taking into account personal circumstances.

Should you be underpaid, the school will pay any monies owed to you in a lump sum payment and will cover any additional bank charges occurred as a direct result of the underpayment.

**Data Protection Act 2018 (Including General Data Protection Regulation)**

In line with the requirements of the Data Protection Act 2018 (Including General Data Protection Regulations), Birmingham City Council and the School will keep personal data relating to you.  Personal data, or personal information, means any information about an individual from which that person can be identified.

We collect personal information about workers through, amongst other things, the application and recruitment process, either directly from candidates or sometimes from an employment agency or background check provider.

There are certain types of more ‘special category’ personal data (sensitive personal data) which require a higher level of protection, such as information about a person's health or sexual orientation. Information about criminal convictions also warrants this higher level of protection.

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

1. Where we need to perform the agreement we have entered into with you (Casual Worker Agreement).

2. Where we need to comply with a legal obligation.

3. Where it is necessary for legitimate interests pursued by us or a third party and your interests and fundamental rights do not override those interests.

We may also use your personal information in the following situations, which are likely to be rare:

1. Where we need to protect your interests (or someone else's interests).

2. Where it is needed in the public interest or for official purposes.

You are also required to observe and comply with the provisions of the Data Protection Act 2018 (Including General Data Protection Regulations) with regard to your actions in dealing with or the processing of personal data and special category personal data.

**Confidential Information**

You shall not use or disclose to any person, either during or at any time after your engagement by the school, any confidential information about the business or affairs of the school or any of its business contacts, or about any other matters which may come to your knowledge as a result of carrying out assignments. For the purposes of this clause, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the school or any of its business contacts.

The restrictions in this clause do not apply to prevent you from making a protected disclosure within the meaning of Section 43A of the Employment Rights Act 1996 or use or disclosure that has been authorised by the school or is required by law or in the course of your duties.

**School Property**

All documents, manuals, hardware and software provided for your use by the school, and any data or documents (including copies) produced, maintained or stored on the school's computer systems or other electronic equipment (including mobile phones), remain the property of the school.

Any school property in your possession and any original or copy documents obtained by you in the course of your assignment for the school shall be returned to the head teacher or your line manager at any time on request and in any event at the end of each assignment.

**Entitlement to Work in the UK**

When accepting an assignment to undertake work for the school, it is a condition that you have the right to work in the UK without any additional approvals. You are required to notify the head teacher or your line manager immediately if this position changes and failure to do so may result in withdrawal of any work offered (even if accepted) with nil pay, the termination of any assignment commenced and/or the termination of this agreement.

**Termination of Agreement**

If you no longer wish to be considered for casual work by the school, you should inform the head teacher or your line manager.

Additionally, the school may remove your name from its bank of casual workers if you have not worked for them for 12 months.

The school may terminate this agreement immediately in writing to you if it reasonably considers that you have committed any serious breach of its terms (including but not limited to those identified above) or committed any act of gross misconduct; non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol or any other acts or omissions which might bring the school or the Council into disrepute.

**Changing Terms and Conditions**

The Council may from time to time update the terms on which it offers casual work in its schools. In the event of any changes to the terms on which it is prepared to engage casual workers the Council may terminate this agreement with immediate effect by informing you in writing and you may, at the school's absolute discretion, be offered a new agreement for casual work.

For the avoidance of doubt, if the school decides to terminate this agreement you will not be entitled to any further payments from the school or the Council other than any outstanding pay and holiday pay.

**Totality of Terms**

This agreement is intended to fully reflect the intentions and expectations of all parties as to our future dealings, and in the event of any dispute regarding your engagement as a casual worker by the school and the Council. It shall be regarded as a true and accurate record of the terms on which we have agreed to enter into a casual work relationship. Any variation to this agreement will only be valid where it is recorded in writing and signed by all parties and no additional or modified terms should be implied by any other actions of you, the school or the Council.