

# Friends of Easter Craiglockhart Hill



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### 1. Conditions Of Employment: Community Engagement Worker

#### 1. Continuous employment

- i. The post is funded for a period of three years from the date of commencement. The funding comes from a Big Lottery grant.
- ii. The initial contract with the worker will be for a period of one year, renewable subject to satisfactory performance.

#### 2. Review

- i. Performance reviews and evaluations will be carried out after six months and then annually.

#### 3. Job title and reporting

- i. The job title is Community Engagement Worker.
- ii. The worker will report, in the first instance, to the Chair of the Friends of Easter Craiglockhart Hill (FECH) and to designated Committee members at particular times and for particular purposes.

#### 4. Job description and duties

- i. The main tasks and responsibilities are set out in the written job description. FECH reserves the right to modify this job description with due notification and consultation and consistently with the key responsibilities of the post.

- ii. The worker's duty is to perform in the job to the best of their ability and to comply with the duties implied by law.

## **5. Location**

- i. The normal place of work is Craiglockhart Leisure and Tennis Centre, where office space has been arranged.
- ii. Dependent on circumstances and subject to the agreement of FECH, the worker may also work from their own home.
- iii. A proportion of the worker's time will be spent outdoor, organising events and activities on Easter Craiglockhart Hill

## **6. Salary**

- i. The salary for the post is £18500 pro rata to a working week of 14 hours.
- ii. Allowance has been made for a 1% cost-of-living increase in year 2 and year 3 of employment.
- iii. A flexitime system will be used so that the worker can work flexibly and in accordance with seasonal demands but no overtime payment will be made.
- iv. The worker will be notified in writing of any increase in the rate of their salary.

## **7. Expenses**

- i. All expenses properly and reasonably incurred in the proper performance of duties will be reimbursed subject to the submission of receipts, invoices or other evidence of the actual payment. The worker should obtain prior authorisation for any large or unusual expense.
- ii. The worker will be expected to use public transport wherever possible. If this is not possible, car mileage will be reimbursed at the rate of 45 pence per mile.

## **8. Hours of work**

- i. The normal hours of work will be 14 hours per week.
- ii. Core hours will be identified in discussion with the worker during the appointment process. It is likely that the worker will be expected to work on at least one day during the week and one day at weekends.
- iii. Alternative work patterns can be considered.
- iv. Flexitime and TOIL systems will be used with limits on the amount of working time that can be carried over from one pay period to the next.

- v. The worker will be expected to complete a diary detailing work carried out and hours of work.

## **9. Other employment**

- i. The worker may undertake additional employment elsewhere always providing that the nature and hours of this employment does not negatively impact on carrying out the duties of this post.

## **10. Holidays**

- i. The worker will be entitled to 30 days holiday pro-rata to their hours of employment but may be expected to work on public holidays.
- ii. The dates of holidays must be agreed with the worker's line manager. For less than five days holiday, approval should be sought at least two weeks in advance. For five days or more, holiday approval should be sought at least four weeks in advance.
- iii. On termination of employment, any outstanding holiday entitlement will be paid. A sum in respect of any days' holiday taken in excess of entitlement as at the date of termination will be deducted from the worker's final salary.
- iv. The worker may carry over a maximum of five days holiday from one holiday year to the next but no payment will be made in respect of these days on termination of employment.
- v. The holiday year will be taken to start on the day when the worker starts.

## **11. Notification of sickness or other absence**

- i. If the worker is absent from work for any reason and this absence has not previously been authorised, the worker should inform the line manager by 9.30 am on the first day of absence.
- ii. Any unauthorised absence must be properly explained and, in the case of an absence of uncertain duration, the worker must keep the line manager or delegated deputy) informed on a regular basis until a medical certificate is provided.
- iii. If the worker is absent from work due to sickness or injury which continues for more than seven days (including weekends), the worker must provide a medical certificate on or before the eighth day of sickness or injury. Thereafter medical certificates must be provided to cover any continued absence.
- iv. Immediately following return to work after a period of absence which has not previously been authorised by the line manager, the worker will be required to complete a self

certification form stating the date of and the reason for absence, including details of sickness on non working days as this information is required for calculating statutory sick pay entitlement. Self certification forms will be retained.

## **12. Sickness requirements**

- i. FECH may, at any time the worker is absent from work because of sickness or injury, require the worker to:
- ii. undergo a medical examination (at FECH's expense) with a medical practitioner nominated by FECH; and/or
- iii. give written permission to FECH to have access to any medical or health report in its complete form on your physical or mental condition, prepared by the medical practitioner nominated by the FECH.

## **13. Sick pay**

- i. Provided the worker has complied with the notification and certification procedures and the general terms relating to sickness absence referred to in clause 11 above, the worker will be entitled to be paid normal pay for periods of sickness absence up to a maximum of 20 working days in aggregate in any calendar year. Thereafter the worker may be paid at the discretion of FECH. Payments of sick pay include statutory sick pay and will be reduced by any state sickness benefit the worker may be entitled to receive.

## **14. Pension**

- i. The salary for the post falls below the thresholds above which the provisions of the Pensions Act 2008 apply. Consequently, no contribution to the workplace scheme or any other pension scheme will be made by FECH.

## **15. Notice of termination**

- i. The worker is required to give one month's written notice of termination of employment.
- ii. FECH is required to give the worker one month's written notice of termination during the first four years of employment and thereafter one week for each complete year's service up to 12 weeks for 12 or more years' service or such other period as may be required by law.

## **16. Summary termination**

- i. FECH is entitled to terminate the worker's employment by summary notice in writing and without payment in lieu of notice if the worker has:
- ii. committed any serious breach or repeated or continued (after warning) any material breach of your obligations hereunder;
- iii. been guilty of conduct tending to bring the worker or FECH into disrepute;
- iv. failed to perform duties to a satisfactory standard after having received a written warning relating to the same;
- v. Any delay by FECH in exercising such right of termination shall not constitute a waiver of that right.

### **17. Grievance and Disciplinary procedures**

- i. FECH wishes to ensure that any problem, concern or grievance about work, working environment or working relationships is properly dealt with. FECH is a small organisation and has no formal grievance or disciplinary procedures. A flexible approach on both sides is required. Any grievance should initially be raised with the line manager. If the grievance cannot be resolved, the grievance will be considered by a panel of three FECH Committee members. The decision of this panel will be final.
- ii. Verbal, written or final warning letters may be issued by the line manager to the worker. Any disciplinary procedure which could lead to dismissal will be considered by a panel of three FECH Committee members. The worker will be entitled to a full and fair hearing, to representation of their choice and to a right of appeal. The decision of this panel will be final. The worker will continue to work in accordance with their contract of employment unless otherwise agreed or directed during the determination of any grievance or disciplinary procedure. The worker may be suspended but salary would continue to be paid during any period of suspension.

### **18. Collective agreements**

- i. There are no collective agreements affecting the terms and conditions of employment.

### **19. Data protection**

- i. For the purposes of the Data Protection Act 1998, the worker consents to the processing of all or any personal data (in manual, electronic or any other form) relevant to employment, by FECH and/or any agent or third party nominated by FECH and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or

outside the EEA.

**20. Governing law**

- i. The contract for the worker shall be interpreted and construed in accordance with the laws of Scotland and shall be subject to the jurisdiction of the Scottish courts.