



WRITTEN STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT (FIXED TERM APPOINTMENT)

This statement sets out the main terms and conditions of your employment with Central England Area Quaker Meeting (hereinafter referred to as CEAQM) as at **[date]**. It supersedes any previous contract which you may have had with CEAQM.

Notes:

Items in **red** need to be completed.

Items in **blue** are optional and may be deleted

Items in **green** are for fixed term contracts only, and should be deleted for other contracts.

Please don't renumber the sections, even if you have deleted one.

1. **Employer** **Central England Area Quaker Meeting**

Registered office: 40 Bull Street
Birmingham B4 6AF

Central England Area Quaker Meeting Charities: registered charity no: 224571

2. **Employee** **Name:**

Address:

3. **References**

This agreement is made subject to the receipt of references that are satisfactory to us and, if we request it, **xx SPECIFY** e.g. 'a medical assessment / a criminal record disclosure / a credit reference check' satisfactory to us. If, at any time prior to you joining us, we withdraw this offer of employment for any reason, including receipt of any reference or check we consider to be unsatisfactory, we may terminate our agreement immediately and without the need to give notice or pay in lieu for any period of work offered and accepted.

4. Driving Licence

It is a condition of your employment that you hold a full, valid driving licence. You are required to present the original driving licence before you commence work for us, and at any time on request, and must notify your line manager immediately if you are reported for any motoring offence which may lead to penalty points being awarded against you or to your disqualification from driving. You are required to give us permission to check your licence with the DVLA at any time on request.

5. Appointment

CEAQM appoints you, and you agree to serve CEAQM as **xx JOB TITLE**.

This appointment is made on a fixed-term basis as follows: add duration of term and reason for fixed term appointment e.g. maternity leave, funding duration, time-limited project.

You will perform to the best of your ability all the duties of this post and any other post you may subsequently hold and any other duties which may reasonably be required of you, and will at all times comply with all reasonable instructions given to you.

You may be required to undertake such duties as CEAQM may, from time to time, allocate as being reasonable and necessary to meet the needs of CEAQM.

6. Employment Commenced

Your employment with CEAQM commenced on **xx DATE OF COMMENCEMENT** and will expire on **xx END OF FIXED TERM APPOINTMENT DATE**.

No previous employment with any other employer counts towards your period of continuous employment.

Or

Your previous employment with **xx ORGANISATION** counts towards your period of continuous employment, which began on **xx DATE**.

*Notice is hereby given of the termination of this contract on **xx DATE OF END OF FIXED TERM CONTRACT** and no further notice will be given. Should your employment be terminated prior to this date, for reasons other than the expiry of the fixed-term or completion of the project, you will be entitled to receive, and required to give, notice as set out in the clause below headed "Notice and termination of employment".*

7. Place of Employment

Your normal place of work will be **xx LOCATION**

You may also be required to travel within the United Kingdom or abroad in accordance with CEAQM's requirements and on specifically agreed terms including insurance cover as appropriate. This will not exceed one calendar month on any single occasion unless specifically agreed in writing.

8. Accommodation

You are required to live on site and will be provided with suitable accommodation during your period of employment. Such accommodation is provided in order for you to best perform your duties and permission to continue to occupy such accommodation will automatically cease, without further notice, upon the termination of your employment (for whatever reason). The occupation of the accommodation is in accordance with the attached service occupancy agreement.

Should you leave our employment and vacate the accommodation your final salary will be withheld pending confirmation that all bills that were your responsibility have been finalised and paid.

9. Hours of Work

Your normal hours of work will be **xx HOURS**. In certain circumstances, it may be necessary to adjust or exceed your normal working hours in order to meet the requirements of your job. Additional working hours and/or other adjustments must be agreed in advance with your line manager

Overtime is not guaranteed and is entirely voluntary. Should you work overtime you will be paid at your normal basic rate in respect of additional hours worked. Part-time workers who work pre-authorized overtime will be paid at their basic hourly rate for additional hours worked, up to the equivalent weekly hours for a full-time worker, that is **37.5** hours.

10. Salary

Your salary will be **£xx per annum/ Your pay will be £xx per hour**, payable monthly in arrears on or around the **xx DAY** of each month by credit transfer to a personal account with a bank or building society operating credit transfer facilities. We reserve the right to change the method or date of payment if we deem this to be necessary for any reason.

Your salary will be reviewed annually in December. Should any changes to salary be agreed, these will be notified in writing to you.

We reserve the right, at any time during or upon termination of your employment, to deduct from your pay or from any other sums due to you, any amounts owed to CEAQM by you, including but not limited to any overpayment of salary; outstanding loans or advances; overpaid expenses; excess holiday pay; or the cost of repairs to or replacement of property (including equipment, stock and non-statutory safety equipment) belonging to CEAQM and damaged or lost by you as a result of your negligence or deliberate vandalism or not returned to us on request. Deductions

made during the employment in respect of damaged or lost property would normally only be made following a disciplinary hearing, but this would not apply to property not returned (or returned in a damaged state) on the termination of the employment. If the amount you owe to CEAQM exceeds the amount due to you, you will be expected to pay the balance on or before your last day of employment.

In the event of unauthorised absence, we reserve the right to deduct salary pro rata for the hours lost. Due to the cut-off date for payroll administration, if you are absent due to sickness or any other reason where full pay may not be due, you may be overpaid as your pay for the whole month will have been processed in the middle of that month. If an overpayment is made due to any absence where full pay is not due, the amount of any overpayment will normally automatically be deducted from the following month's pay (or the next subsequent month(s) in which normal pay is due), until the overpaid amount is recovered.

We will also make deductions from your pay for PAYE and NI purposes, contributions to employee benefits including pension if applicable, or if ordered to do so by a court or local authority under an attachment of earnings order or by such other authority that we are required by law to comply with.

11. Holidays

The holiday year runs from 1 January to 31 December each year. [All employees are legally entitled to **at least** twenty eight days' paid holiday per year, which includes public or bank holidays or days taken as, or in lieu of, public holidays.] **You are required to take leave between Christmas and New Year when the office is closed.** Holiday is paid at the basic salary or hourly rate applicable at the time the holiday is taken. For part time employees, holiday entitlement will be calculated on a pro rata basis.

The holiday entitlement for this post is....

As you are employed on a fixed-term contract, you are entitled to holiday (including bank and public holidays) pro-rata to the length of your contract. This gives you an entitlement during this contract of XX HOURS, including any bank/public holidays you may take off as holiday.

All holiday arrangements are to be agreed in advance with the line manager concerned, using CEAQM's Annual Leave and TOIL Record Sheet. Any holiday entitlement not taken by the end of the calendar year **(or of your fixed term contract)** would normally become forfeit unless a special agreement is reached in advance or unless you are absent from work on maternity/adoption/shared parental leave or long-term sick leave, in which case special rules may apply. For employees whose employment commences or terminates part way through a holiday year, the entitlement to holiday during that year will be calculated on a pro rata basis.

Should you have exceeded the contractual amount of accrued holiday at the date of termination of your employment with us; the pay received in relation to the excess will be deducted from your final pay.

12. Sick Pay

You should notify your line manager within two hours of the start of your normal working day if you are unable to work because of sickness. You must give your line manager a doctor's 'fit note' (formerly 'sick note') if you are off sick for more than seven (calendar) days.

If you are absent from work due to illness or accident, occupational sick pay may be paid for a period of up to **12 weeks** per year. This is a total maximum, which may be made up of one or more periods of absence. Your entitlement to occupational sick pay will be calculated over the calendar year. Thereafter, any further payments (other than any Statutory Sick Pay (SSP) to which you are entitled) will be made on a discretionary basis only.

Any sick pay paid will be inclusive of any Statutory Sick Pay (SSP) payable for that period and will be calculated on your basic contracted hours. Payment of sick pay depends on our being satisfied of genuine sickness. We may withhold any payment in excess of SSP if we consider that there is any abuse or misrepresentation or if we consider your level of absence to be unacceptably high.

Once sick pay is exhausted, you may still be entitled to receive SSP or other benefits, provided you meet the conditions of the current statutory scheme, see <https://www.gov.uk/statutory-sick-pay/overview>

For SSP purposes, your "qualifying days" will be the days on which you normally work.

In exceptional circumstances, such as frequent or prolonged absence, CEAQM may request a report from a doctor or medical practitioner appointed by CEAQM. You agree that any report produced in connection with such an examination may be disclosed to CEAQM and we may discuss the contents of the report with the relevant medical practitioner. The procedures for managing sickness absence are set out in CEAQM's Management of Sickness Absence and Long-term Ill-Health Policy and Procedures.

13. Pension

You will be eligible to join our Group Personal Pension Plan when you have completed three months service with us, subject to meeting the eligibility criteria. Further information can be obtained from the Area Meeting Secretary.

14. Disciplinary Procedure

The majority of employees will observe acceptable standards of performance, behaviour and attendance. Nevertheless, there may be circumstances when employees fail to comply with the requirement laid down by CEAQM, or who fail to reach or maintain standards. The object of our disciplinary procedure is to give employees the opportunity to improve their performance/behaviour/attendance by outlining the standards required of them and the way these can be achieved.

In order to undertake an investigation into any allegations of a disciplinary nature, you may at any time be suspended on full pay or excluded from our premises or both.

In the first instance, an appeal against a disciplinary penalty should be raised with the Clerk to the Trustees' Employment Committee.

Our disciplinary procedure, which is non-contractual, is located at <http://www.centralenglandquakers.org.uk/web/information-for-employees>.

15. Grievance Procedure

Should you have a grievance regarding any aspect of your employment, you should raise this, using the grievance procedure, in order that it may be investigated and settled if possible. The grievance procedure sets out how to raise a grievance and who you should approach in the first instance.

Our grievance procedure, which is non-contractual, is located at <http://www.centralenglandquakers.org.uk/web/information-for-employees>.

16. Period of Notice

Probationary period:

The first **xx WEEKS** of your employment will be a probationary period, during which time either party may terminate the employment by giving notice, in writing and confirming your last day of work as follows:

- Where CEAQM wishes to terminate your employment: one week's notice
- Where you wish to terminate your employment: one week's notice

Your performance during your probationary period will be reviewed and, whilst every endeavour will be made to meet with you to review your performance prior to the end of the probationary period, it will automatically be extended until such time as the review is carried out and satisfactory completion confirmed in writing to you. At this review meeting the probationary period may be further extended at our discretion in which case you will be advised of this and the same notice periods will continue to apply.

If your service during your probationary period has been satisfactory, you will be advised of this and your employment will continue until determined by either party as specified below.

Following the probationary period:

Following successful completion of your probationary period, **other than on the expiry of your fixed-term contract**, you are required to give one month's notice in writing, of your intention to terminate your employment with CEAQM. Should CEAQM wish to

terminate your employment, **other than on expiry of your fixed-term contract**, it will give the following periods of notice to you, in writing:

- After successful completion of your probationary period, you will be entitled to one month's notice.
- After more than five years', but less than twelve years' continuous employment, you will receive not less than one week's notice for each year of continuous employment.
- After more than twelve years' continuous employment, you will be entitled to receive not less than three months' notice.

CEAQM may insist that the staff employee takes any unused annual leave during any notice period.

In all cases of termination of employment, by whichever party, we reserve the right to pay you in lieu of a proportion or all of the above notice periods at our discretion. Pay in lieu of notice will be calculated on the basis of your normal weekly pay, excluding any overtime. For the avoidance of doubt, where you have received payment in lieu of notice you will not be entitled to any additional compensation in respect of any holiday which would otherwise have accrued during your notice period. Payment in lieu may be withheld until we are satisfied that you have complied with the requirements set out in the clauses entitled 'Return of property' and may be withheld or recovered if we become aware of a breach of contract by you that would have resulted in summary dismissal had you still been in our employment.

Your employment may be terminated without notice or pay in lieu of notice if you are summarily dismissed on the grounds of gross misconduct.

During your notice period (regardless of whether it was given by CEAQM or you), we may exercise one or more of the following options:

- We may require you to take some or all of any outstanding accrued holiday entitlement. Should you be put on 'garden leave' (see below), then any accrued but unused holiday entitlement shall be deemed to be taken during your period of garden leave (provided that this is of a long enough duration to cover the total amount of outstanding leave - any remaining balance will be paid in lieu).
- We may require that you do not take holiday booked in your notice period although it had previously been authorised, but work out your complete notice period. Alternatively, if we agree that you take the authorised holiday, we may require you to extend your notice period by the same amount so that you work the full notice period.
- Should we agree to an early release date at your request, you will only be paid up to the agreed leave date.
- We are not obliged to provide you with work of any sort during your notice period. We may relieve you of some or all of your contractual duties during this period, and require you to carry out duties which are different from those you were previously carrying out. In addition, you may be required to share any of the duties of your job with another person nominated by CEAQM.
- In certain cases, we may insist that notice is taken as 'garden leave' during which time you will not be required to attend our premises nor will you be permitted to contact clients, customers or fellow employees. During any period of garden leave you remain our employee, your duty of fidelity and good faith

will continue to apply. You will also be expected to make yourself available for any handover of work, and to deal with any queries.

17. Return of Property

On the termination of this agreement for whatever reason, or at any time on request, you will return any equipment, materials, property, records, data, documents, correspondence, information stored in other media (including those on magnetic, optical or other media) and other papers (together with any copies of extracts) made or acquired by you in the course of your employment which shall be the property of CEAQM. Failure to return such property may result in the cost of the items being deducted from any monies owing to you.

The copyright in all such records, data, documents, information and other papers used or created by you in the course of your employment shall at all times belong to CEAQM. You are required to delete any such information which is stored electronically on any machine which is not to be returned to us. You shall also inform CEAQM of all passwords used by yourself in relation to any computers belonging to us.

18. Other Business or Employment

Whilst employed at CEAQM, you will not perform or accept any additional employment that could be prejudicial to CEAQM's interests, without written agreement.

19. Changes to Terms and Conditions of Employment

CEAQM may make reasonable changes to any of your terms and conditions of employment. You will be notified of minor changes either individually or by way of a general notice to all employees. Any such changes take effect from the date of the notice. Where any change affects or alters any of the information CEAQM is required to give you under section 1 of the Employment Rights Act 1996, and you have not been given individual written notice of the changes at the time, you will be given individual written notice of such changes within one month after the change.

20. Collective Agreements

There are no collective agreements which affect these terms and conditions of employment.

21. Data Protection Act

You agree to act in accordance with the Data Protection Act 1998 at all times during your employment and to comply with any policy introduced by CEAQM in order to comply with it including any policy on the transfer of data outside the European Economic Area.

The expressions 'personal data' and 'sensitive personal data' below have the same meanings as those expressions bear in the Data Protection Act 1998.

- For the purposes of the Data Protection Act 1998, you consent to the holding and processing of personal data about you for all purposes relating to the performance of this contract including but not limited to:
- administering and maintaining personnel records
- paying your salary and expenses
- appraising your performance
- maintaining records of the time you spend performing your duties
- taking any decision as to the termination of this contract
- providing information to the tax authorities for VAT purposes, and to HMRC or the Contributions Agency if this becomes necessary to enable CEAQM to enforce its rights.

Personal data relating to you may be kept electronically or in hard copy format. Personal data may be disclosed or transferred to other employees of CEAQM and to other persons as may be reasonably necessary for the purposes of or in connection with your employment or the business of CEAQM and as otherwise required or permitted by law.

You agree that we may process sensitive personal data relating to you in connection with your employment or the activities of CEAQM. Sensitive personal data may include medical details and self-certification forms and other similar information, and details of gender, race and ethnic origin, disability, sexual orientation, religion or belief and/or age. You agree that we may also disclose or transfer such sensitive personal data to other persons if it is required or permitted by law to do so or for the purpose of equal opportunity monitoring.

This is to confirm that I have received a copy of this document and agree to be bound by its clauses and sub-clauses.

Signed	Signed
Local manager, for and on behalf of Central England Area Quaker Meeting	Employee
Date:	Date:

I have seen and approved this contract of Employment	Signed
	Trustee of Central England Area Meeting Charities
	Date:

Written Statement of Terms and Conditions of Employment	Prepared by CEAQM's Trustees' Employment Committee
Approved by CEAQM Trustees	15:09:2016
Version	Version 1.1 (minor revision, Mar. 2017)
Review due:	September 2019