

**Issue Date: 19 December 2016**

**STATEMENT OF MAIN PARTICULARS OF EMPLOYMENT**

This Statement of Main Particulars incorporates the statement of terms required under Section 1 of the Employment Rights Act 1996. It sets out the main Terms and Conditions of Employment agreed between you and your employer, and shall supersede any earlier arrangements whether oral or written.

The headings used in this contract are for convenience only and shall not affect its interpretation.

**Main Particulars**

**Employer's Name and Address** [REDACTED]

**Employee's Name and Address:** [REDACTED]

**Start Date:** This appointment commenced on 1 April 2016. Your previous employment which commenced on 1 December 2015 is the start date of your period of continuous employment with us.

**End of Fixed Term:** 31 December 2017

**Reason for Fixed Term:** This is an externally funded role. Please refer to "Notice of Termination of Employment" clause below for further details.

**Job Title:** Bereavement Counsellor

**Your Main Duties**

Your full duties are described in your job description. The [REDACTED] may require you to undertake other duties and responsibilities according to the needs of the organisation.

**Reporting to (line manager):** You will report to [REDACTED] with day to day guidance and instruction being given by [REDACTED]

**Place of Work**

Your normal place of work is [REDACTED] and you are required to travel to various locations across Cambridgeshire in the course of your duties. If necessary, your employer may change the normal place of work on a temporary or permanent basis to any other place within a 10 mile radius of your normal place of work, subject to one month's notice.

The nature of your employment does not require you to work outside the United Kingdom.

**Pay:**

The annual full-time equivalent salary for this role is £29,406 per annum. Your annual salary based on your part-time hours is £16,467 per annum with an hourly rate of £15.08 per hour. Payment will be made monthly in arrears, by the last day of each month, by credit transfer to a nominated bank/ building society account.

The [redacted] reserves the right to deduct any outstanding monies due to the [redacted] from your pay, or on termination of employment from your final pay. This includes but is not limited to outstanding loans, overpayments, and any other monies due to the [redacted] during the course of employment.

### Hours of Work

Normal working hours of the Charity are 37.5 hours per week from 09.00 a.m. to 05.30 p.m. Monday to Friday, excluding public and bank holidays.

You will work on a part-time basis, for 21 hours per week, typically worked over 3 days each week, however the precise days and start/finish times are flexible and will be agreed with your manager in line with the needs of the service. You will be entitled to a one-hour (unpaid) lunch break each day.

At the end of each week you must submit your timesheet duly completed indicating the number of hours worked and indicating any periods of holiday (which must be pre-authorized in accordance with the Holiday policy) or other absences for your line manager to approve. Your working time consists of those periods during which you are carrying out the activities or duties relating to the [redacted]. Time spent travelling to work and lunch breaks shall not count as part of your working time.

Given the nature of the [redacted] work, management reserves the right to vary your hours of work according to the needs of the organisation.

### Holidays

The holiday allowance for a full time employee is 25 days per annum plus 8 English Bank and Public Holidays.

Holiday entitlement for part-time workers is calculated on a pro rata basis. Your entitlement in a full year is:

Calculated in days: 15 days plus 5 English Bank and Public Holidays ((a "day" equals 7 hours and you may choose which of the BH to be paid for).

OR

Calculated in hours: 138.5 hours including BH (you may choose which of the BH to be paid)

The [redacted] recognises the following Bank and Public Holidays: New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day, and Boxing Day.

The [redacted] reserves the right to declare a shut-down period during which you will be expected to take annual leave. Any [redacted] shut-down period will be declared at the beginning of each holiday year, or by the [redacted] giving notice of at least double the period to be enforced.

The holiday year runs from 1<sup>st</sup> January to 31<sup>st</sup> December. Employees joining the [redacted] will accrue annual holiday entitlement at the rate of one twelfth of the full entitlement per month, in advance.

You will be paid at your normal rate of pay in respect of periods of annual holiday.

All holiday requests should be made to your line manager giving advance notice of at least twice the number of working days you wish to take as leave. You are advised not to book holidays until your request has been formally authorised by the [redacted]. The [redacted] will normally try to accommodate individual preferences for holiday dates, but the needs of the organisation may have to take precedence, particularly where inadequate notice is given.

On termination of employment, the [REDACTED] reserves the right to deduct an amount from your pay in respect of any holidays taken in excess of your accrued entitlement. The [REDACTED] reserves the right to request that you take any outstanding holiday entitlement during your notice period. However, the [REDACTED] may at its discretion require you not to take any holiday during your period of notice and require you to work during that period in order to effect a smooth handover or finish any outstanding work. Any outstanding holiday entitlement will be paid with the final salary at ordinary contractual rate.

### **Sickness and Absence**

If you are unable to come to work for any reason, you must notify your line manager of the reason as early as possible and before your contracted start time on the first day of absence by telephone. In notifying the [REDACTED] you should indicate the reason for your absence and its likely duration.

Subject to eligibility, the [REDACTED] will pay statutory sick pay (SSP) in the event of absence due to ill health. An explanation of SSP is contained in the Staff Handbook. You are required to provide evidence of ill-health and details of the certification required is set out in the Staff Handbook.

You are not entitled to any additional contractual sick pay.

The [REDACTED] reserves the right to require you to attend a medical examination with a doctor or occupational health specialist nominated by the [REDACTED] to determine your fitness for work, and you agree to allow the [REDACTED] to have access to any relevant medical reports. You also have a right to access any such reports.

More detailed rules and guidance regarding sickness and absence can be found in the Staff Handbook.

### **Pensions**

The [REDACTED] will comply with any duties it may have in respect of you under part 1 of the Pensions Act 2008. The [REDACTED] is currently using the NEST pension scheme in respect of its duties under this Act. Membership of the scheme is strictly subject to the rules of the scheme as amended from time to time. The [REDACTED] reserves the right to vary or discontinue any scheme in place from time to time. The [REDACTED] shall be entitled to deduct from your salary any amounts payable by you as member contributions to such pension scheme as the [REDACTED] is using from time to time although you have currently elected not to participate in the scheme. There is no contracting out certificate in force under the Pension Schemes Act 1993 as amended.

### **Notice**

Your employment is for a fixed term which will automatically expire on 31 December 2017. The reason for this is that the post is externally funded primarily from a combination of [REDACTED]

If either party wishes to terminate the contract before the end of the fixed period, one month's notice will be required by either party, in writing. In accordance with Statutory Notice Provisions, after 5 years' service the notice from the [REDACTED] will increase by one week for each year of service to a maximum of 12. The [REDACTED] reserves the right to give you pay in lieu of notice.

Notwithstanding the other provisions of this contract, the [REDACTED] shall be entitled to terminate your employment without notice or payment in lieu of notice for gross misconduct.

### **Disciplinary Rules and Disciplinary Procedure**

The [REDACTED] Disciplinary Rules and Disciplinary Procedure can be found in the Staff Handbook and should be read carefully. The procedure does not form part of your contract of employment.

### **Suspension**

In the event of suspected serious or gross misconduct, the [REDACTED] may suspend you on full basic pay while the matter is investigated. During this period, you are not to visit [REDACTED] premises, involve yourself in any of the [REDACTED] activities nor contact any of the [REDACTED] customers, employees or suppliers without the [REDACTED] permission. You shall continue to be bound by the terms of this agreement.

### **Grievances**

If you have any grievance relating to your employment, you should raise it initially with your Line manager. The [REDACTED] Grievance Procedure is set out in the Staff Handbook and does not form part of your Contract of Employment.

### **[REDACTED] Rules, Policies and Procedures**

You are required to comply with all rules, policies and procedures issued from time to time by the [REDACTED]. Whilst the policies and procedures contained in the Staff Handbook do not form part of your Terms and Conditions of Employment, unless specifically incorporated, it is important that you familiarise yourself with those policies and procedures as failure to comply with them will result in disciplinary action being taken against you.

### **Expenses**

The [REDACTED] will reimburse you for reasonable mileage expenses incurred by you arising from your employment in line with the Expenses Policy as amended from time to time. Claims must be authorised by your line manager and supported by the production of valid receipts or such other documentary evidence as the [REDACTED] may require from time to time. You must also comply with the [REDACTED] procedure for claiming expenses.

### **Driving Licence**

If your duties involve driving a vehicle, it is a requirement of your employment that you hold a valid UK driving licence. If you are convicted of a driving related offence, you must inform your employer including full details of any penalty points imposed on your licence or any suspension or withdrawal of your licence. Conviction of a driving related offence may result in the termination of your employment if you are unable to perform your duties without driving a vehicle.

You shall on request by the [REDACTED] produce your driving licence for inspection and where applicable your insurance documents when driving personal vehicles on business use.

### **[REDACTED] Property**

You are responsible for any [REDACTED] property issued to you and must ensure that you take all necessary precautions to prevent loss or damage. You should immediately report any such loss or damage to the [REDACTED].

You must return all property belonging to or relating to our business or our clients or customers in your possession or control when requested to do so and in any event immediately at the end of your employment. This includes but is not limited to confidential information, office keys, lists of clients, internal procedures, correspondence and any other information relevant to the business, in whatever form it is held. You must not keep any copies of any [REDACTED] documents or information received or created during and in connection with your employment, in whatever form held, and must not allow them to be used by any other person.

### **Confidentiality**

During your employment with the [REDACTED] you will acquire or have access to information in written, verbal, or electronic form relating to the [REDACTED]'s clients, suppliers, employees and to processes. Some of this information will be confidential in nature, and although this will depend on the

circumstances if you are in any doubt, you should treat any such information as confidential. You agree and undertake to use your best efforts to prevent the publication, disclosure, or any misuse of confidential information in any form about the [REDACTED]'s Directors, employees, contractors, customers, or any other persons or organisations connected with the [REDACTED] to any third party either during your employment or afterwards without the written agreement of the [REDACTED]. Examples of the type of information which the [REDACTED] will generally consider confidential are set out below, although this list is not intended to be exhaustive:

- Personnel information relating to the [REDACTED] staff;
- Any internal incidents or conversations relating to the [REDACTED] staff, clients, suppliers, guests, visitors etc. which you might hear about or witness during your employment and which could potentially damage the [REDACTED] or anyone associated with the [REDACTED];
- Information described as confidential by the [REDACTED].

You shall not, at any time, take a copy or copies of any information, list or record, whether held manually, on computer, or otherwise, pertaining to the [REDACTED], including lists of clients or suppliers. Should you have access to any information, list, or record as referred to above, at the termination of employment, howsoever caused, you shall return that information, list, or record to the [REDACTED] without making copy or copies. Any breach of this provision during your employment will be treated as gross misconduct and result in the termination of your employment without notice or payment in lieu.

#### **Criminal Convictions, DBS Checks and Mandatory Training**

It is a condition of this contract that you have told the truth about your criminal record. You must inform the [REDACTED] at any time you are arrested, charged with, summonsed for, or convicted of a criminal offence of any nature and truthfully and fully answer any questions your employer may ask.

Given the nature of the work that we undertake it is necessary for you to consent to a DBS check (Disclosure and Barring Service). In this event, you will be required to cooperate fully and provide all necessary information for the check to be completed. Should you refuse such a check or if the DBS check proves unsatisfactory, the [REDACTED] reserves the right to terminate your employment with notice.

You must undergo mandatory Safeguarding Children training, and appropriate bereavement/children's work training as requested by your line manager.

#### **Safeguarding Children and Young People**

[REDACTED] staff and volunteers have a responsibility to safeguard children. They have a direct responsibility to bring any concerns they may have about a child's safety or treatment to the appropriate person within the [REDACTED].

#### **Collective Agreements**

There are no collective agreements applying to your employment.

#### **Health and Safety at Work**

You are reminded that you have a statutory duty to observe all Health and Safety rules and take all reasonable care to promote the Health and Safety at work of yourself and your colleagues. Wilful breaches of the Health and Safety Policy will be dealt with through the [REDACTED] Disciplinary Procedure.

#### **Personal Details**

It is your responsibility to keep the [REDACTED] informed of changes to your personal details. You must notify the office promptly of any changes to your address, home or mobile telephone number, bank

details, and next of kin or emergency contact details.

**Data Protection**

To ensure that the [redacted] complies with its statutory obligations it is necessary to collect, retain and process information about its employees. As part of your terms and conditions of employment, you give the [redacted] permission to collect and retain such information about you. The [redacted] will make every effort to ensure that any such information is accurate and kept up to date. The [redacted] Data Protection Policy can be found in the Staff Handbook.

**Safeguarding Information**

[redacted] clients have the right to believe that information given in confidence will be kept securely, with due regard to all aspects of the Data Protection Act 1998. This law required that all personal information is "kept with appropriate security measures against loss, destruction, or unauthorised use". Therefore, no information may be left unattended or open to view. Only those authorised to do so should have access to client information.

**Changes to Terms of Employment**

The [redacted] reserves the right to make reasonable changes to your terms and conditions of employment. Any changes or amendments to the terms of your employment will be confirmed to you in writing and with not less than one months' notice. Such changes would be deemed to be accepted unless you notify the [redacted] of any objection in writing before the expiry of the notice period.

**Non-Enforcement**

Any failure on the part of the [redacted] to enforce or apply any of the rights under this contract will not mean that the [redacted] has agreed to a breach of contract, or lost the right to enforce the terms of this contract in full at any time now or in the future.

**Previous Agreements**

This agreement cancels and is in substitution for all previous letters of engagement, agreements and arrangements, whether verbal or in writing, between you and the [redacted] all of which shall be deemed to have been terminated by mutual consent.

**Law and Jurisdiction**

This agreement shall be governed by and construed in accordance with the law of England and Wales.

I have read and understand the terms and conditions of employment set out in this agreement and accept that these form part of my contract with [redacted]

Signed:

Employee.....

Date

3/1/2017

On behalf of

Date

19/12/16