

[REDACTED]

[REDACTED]

[REDACTED]

**WRITTEN STATEMENT OF MAIN TERMS AND CONDITIONS
OF EMPLOYMENT**

SALARIED EMPLOYEES

From:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

To:

[REDACTED]

1 Date of Commencement of Employment

1.1 Your employment with [REDACTED] commenced on 28th November 2016.

2 Continuity of Service

2.1 Your employment with any previous employer does not count as part of your continuous period of employment.

3 Job Title: Counselling Advisor

4 Duties: Please refer to the Job Description provided.

4.1 In addition to the job set out in the job description, you may from time to time, be required to undertake additional or other duties as necessary within your capabilities and status to meet the needs of the Association.

4.2 Your duties and responsibilities will be subject to periodic consultation with you and Regular Work Review is expected to form part of ongoing staff development practice.

5 Job Location

- 5.1 Your normal place of work is [REDACTED]. You may be required to work at other locations where [REDACTED] is providing services.

6 Remuneration

- 6.1 Your gross salary is £12,812 per annum.
- 6.2 Salary is payable calendar monthly in twelve equal payments by credit transfer. It is paid in arrears on the 25th of each month or, if that day falls at a weekend or on a public holiday, on the last weekday preceding the 25th.
- 6.3 Salary rates will be reviewed annually and any salary increase awarded will be effective from 1 April.

7 Hours of Work

Basic Hours

- 7.1 Your normal working week is 25 hours excluding meal breaks, plus such time as necessary to adequately fulfil the requirements of the job.
- 7.2 Management reserves the right to amend normal starting and finishing times if deciding to do so temporarily or on a continuing basis by giving you reasonable notice and subject to consultation, in order to support and meet our clients needs and expectations.
- 7.3 You are expected to be flexible regarding hours but the following is given as a guide:
- 7.3.1.1 Normal working days and hours are Monday to Friday between the hours of 1.30pm to 6.30pm

Additional Hours

- 7.4 From time to time, if requested to do so, it may be necessary for you to work additional hours in addition to your normal hours of work. Compensatory time off in lieu will be given.

8 Collective Agreements

- 8.1 Your terms and conditions of employment are not governed by any collective agreement.

9 Expenses

- 9.1 You are entitled to reimbursement of all reasonable travel and other incidental expenses incurred in performing your duties under these terms and conditions, these **must** be accompanied by appropriate receipts.
- 9.2 Mileage expenses to an alternative to your base office can only be claimed for any additional mileage travelled
- 9.3 Guidelines for expenses can be obtained through the Finance Office or your Line Manager.

10 Holidays

- 10.1 The holiday year runs from 1st April to 31st March.
- 10.2 You are entitled to take 125 hours paid holiday in the holiday year. No more than 2 weeks holiday can be taken at one time except in exceptional circumstances as agreed with your Line Manager.
- 10.3 If your employment commences or terminates partway through the holiday year, your entitlement to holidays during that year will be calculated on a pro rata basis as follows:
- 10.3.1 $(125 \text{ hours divided by } 52) \text{ multiplied by the number of weeks to be worked in the holiday year rounded up to the nearest half day.}$
- 10.4 Holidays must be agreed beforehand with your Line Manager, using the Holiday Request Form, at least 7 days prior to you going on holiday. Unused holiday entitlement cannot be carried over into the next holiday year.
- 10.5 In addition, staff are entitled to the following Public Holidays, or a pro-rata entitlement if employed in a part time capacity.
- | | |
|----------------|----------------------------|
| New Year's Day | Spring Bank Holiday Monday |
| Good Friday | August Bank Holiday Monday |
| Easter Monday | Christmas Day |
| May Day | Boxing Day |

- 10.6 Should you be required to work on any of these days, compensatory time off in lieu will be given.
- 10.7 Deductions in respect of any holidays taken in excess of entitlement will be made from any final salary due to you on termination of employment. Similarly, you will be entitled to payment in lieu of holidays accrued but not taken as at the date of termination of employment.

Sickness while on holiday

- 10.8 Staff who are sick during a period of annual holiday may apply to have their absence treated as sickness and be credited with their lost days of annual holiday. Such a request can only be processed on production of a doctor's certificate to support the entire period of the claim and staff must telephone in as soon as possible to advise of their illness.

11 Reporting of Absence

- 11.1 If you are unable to come to work for any reason, you must notify your line manager of the reason for your absence as soon as possible, and at least within an hour of your normal start time on the first day of absence. See Staff Handbook for full details.
- 11.2 If your absence is due to sickness and
 - 11.2.1 lasts seven or less consecutive days, you are required to complete a self-certification absence statement immediately you return to work. This form is available from your line manager and should be completed and returned to your line manager promptly.
 - or
 - 11.2.2 lasts eight or more consecutive days, you are required to send in a medical statement completed by a doctor. If your absence continues, you should send in further medical statements to cover the absence accordingly. These statements must be obtained and submitted promptly.

12 Sick Pay Arrangements

Statutory Sick Pay

- 12.1 The Association is responsible for paying statutory sick pay (SSP) to eligible staff for up to the statutory maximum number of weeks in a

SSP period. SSP is subject to Income Tax and National Insurance deductions.

- 12.2 SSP can only be paid if there is a spell of 4 or more consecutive days of sickness. SSP is paid for "qualifying days"; however, it is not paid for the first 3 "qualifying days" of a spell of absence. "Qualifying days" are those days on which you are normally required to work.

Sick Pay Arrangements

- 12.3 The Association has an Occupational Sick Pay Scheme to cover you during genuine absence. If your period of sickness absence has been properly reported and certificated, as detailed above, the scheme will qualify you for a period of sick pay in any one 12 month period, depending on length of service. Full details can be found in the staff handbook. See table below.

Qualifying Period	Number of weeks	Rate of Pay
After 13 weeks' service	One week	Full Pay
	One week	Half Pay
1-2 years' service	2 weeks	Full Pay
	2 weeks	Half Pay
2-5 years' service	4 weeks	Full Pay
	4 weeks	Half Pay
5 years' service plus	6 weeks	Full Pay
	6 weeks	Half Pay

- 12.4 If sick pay entitlement should expire the matter will then be reviewed.
- 12.5 Payments made to you by the Association under its Sick Pay Scheme will go towards discharging liability to make payment to you under the Statutory Sick Pay Scheme.
- 12.6 This means that if a period of absence qualifies you for both SSP and Association Sick Pay your salary will consist of the SSP payment plus a payment from the Association necessary to bring your pay up to the level of your sickness payment.

15 Death in Service Benefit

- 15.1 Although not a statutory right, Death in Service Benefit will be provided to you following a satisfactory 2 month review.

13 Confirmation in Post

- 13.1 Following receipt of satisfactory references, including DBS check, and completion of a 2 month probationary period you will be confirmed in post.

14 Notice of Termination of Employment

- 14.1 You are required to give 1 month's written notice and are entitled to receive 1 months' written notice, or the statutory minimum period if greater. Your written notice should be submitted to your line manager. Notice periods to both parties are only applicable after 4 week's continuous service.
- 14.2 You may be summarily dismissed, i.e. without notice, in the event of your gross misconduct or gross negligence, non-exhaustive examples of which are set out in the Association's disciplinary rules and procedures which can be found in the Staff Handbook. The Association reserves the right to pay you in lieu of notice or to place you, if necessary, on garden leave whilst maintaining your normal salary and package. During this period you may not be engaged in any capacity with any other organisation without written permission.

Sickness whilst on notice

- 14.3 Staff who are sick during their period of notice may only be paid on production of a doctor's certificate to support the entire period of the claim.

15 Grievance Procedure

Please refer to your Staff Handbook

16 Disciplinary Procedure

- 16.1 You should refer to the Association's Disciplinary Rules and Procedures from time to time in force, which can be found in the Staff Handbook. The Association retains the right to change or amend these rules by giving you reasonable notice of such changes and/or amendments.
- 16.2 If you are dissatisfied with the outcome of any stage of the disciplinary procedure, you may appeal in writing, within three working days of the disciplinary decision, to the appropriate executive staff member. Further details of the disciplinary procedure can be found in the Staff Handbook.

- 16.3 At any interview/hearing within the disciplinary procedure you may be accompanied by another person. This person as per the grievance procedure would normally be a work colleague or a Trade Union representative.

17 Family Leave

- 17.1 Details of Maternity and Paternity Leave and other family leave policies can be found in the Staff Handbook.

18 Deductions

- 18.1 For the purposes of the Wages Act 1986, you hereby authorise the Association to deduct from your salary any sums due from you to the Association, including any overpayments, loans or advances made to you by the Association, but this list is not exhaustive. Any loans or advances made to you will be covered by a separate agreement.

19 Health & Safety

- 19.1 Your attention is drawn to the Health and Safety Policy, which can be found in the Staff Handbook. You should ensure that you are familiar with the Policy and any associated procedures.
- 19.2 As far as is practicable you are responsible for your own health and safety whilst at work. You should not interfere with or misuse any equipment provided in the interests of health and safety.

20 Rehabilitation of Offenders

- 20.1 You are required to disclose any previous criminal convictions that you have whether spent or not as your employment falls within the scope of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975.
- 20.2 Additionally, you must disclose immediately any convictions during your period of employment.

21 Confidentiality

- 21.1 You are expected to comply with the Association's Policy on Confidentiality. Breaches of this policy will be deemed to be gross misconduct.

22 Work Outside the UK

22.1 Not applicable to this appointment.

23 Any Other Arrangements

23.1 Any other arrangements which affect your employment are detailed in the Staff Handbook given to you. It is your responsibility to read the Staff Handbook. The Association retains the right to change or amend the contents of the Staff Handbook by giving you reasonable notice of such changes and/or amendments, and appropriate consultation.

23.2 The Staff Code of Conduct and Behaviors Framework, as issued to you is also a source of guidance and reference.

24 Variation to the Terms of this Contract

24.1 Management reserve the right to vary the terms of this contract in consultation with yourself prior to the change being implemented. You will be notified of any change and if you do not object in writing within fourteen days, you will be deemed to have accepted the change.

25 Data Protection

25.1 I understand and agree that the Association is permitted to hold personal information about me as part of its personnel and other business records and may use such information in the course of the Association's business. I agree that the Association may disclose such information to third parties, in the event that such disclosure is, in the Association's view, required for the proper conduct of the Association's business. This clause applies to information held, used or disclosed in any medium.

WRITTEN STATEMENT OF
MAIN TERMS AND CONDITIONS OF EMPLOYMENT

Issued to: [REDACTED]

on: February 2017

I acknowledge receipt of this written statement of main terms and conditions of employment and confirm my agreement to the terms and conditions contained therein.

This statement of main terms and conditions of employment constitutes the entire agreement between you and [REDACTED] and supersedes any other employment contract issued to you.

Signed [REDACTED] Date 6/2/17

Employee

Signed [REDACTED] Date 6/FEB/17

[REDACTED]

[REDACTED]