# WRITTEN STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

**NOTE FOR EMPLOYERS**

The example written statement below forms the basis of the contract of employment and includes the key points that employers must, by law, put in writing. This document should be used only for employees and not for volunteers or self-employed people.

You can make amendments, to meet the specific needs of your meeting, where indicated in blue. Please take advice if you are not sure. Free advice is available from ACAS, on 0300 123 1100. You could also go to the Government website at [www.gov.uk](http://www.gov.uk) and type in the search field, ‘written statement of employment particulars.’

Please use the separate casual worker agreement for casual workers.

**Written statement of terms and conditions of employment**

This document forms the basis of your terms and conditions of employment with the employer. It is a statement of employment as required by section 1 of the Employment Rights Act 1996 (ERA).

If there are any inconsistencies between this document and any other, then this document will prevail. Please note that your employment is subject to documentary confirmation of your right to work in the UK, your supplying us with references that are satisfactory to us, a satisfactory medical declaration and, if needed, a Disclosure from the Disclosure and Barring Service (DBS) that it satisfactory to us.

#### 1. Employer

The Trustees of xx Area Quaker Meeting, acting through (eg xx Local Meeting, xx Premises Committee, or xx Finance and Property Committee – use the appropriate terminology for you).

#### 2. Employee

xxxx (state name and address)

#### 3. Date of employment

The employment began on xxxx. Your continuous service began on xxxx. (NOTE to employers (please delete from the final version): the date of employment and date of continuous employment will normally be the same. However, if the individual’s last job was also within the Area Meeting, and there is no break between the last job and the new job, then the start of the date of continuous service will be the date of starting the first job).

#### 4. Job Title and description of duties

You are employed as a xxx. You will be provided with a job description or other information that outlines the main responsibilities of your job. The job description serves only as a general guide and is not contractually binding. It may be changed from time to time.

Use as relevant: you are required, for the better performance of your duties, to reside in the bungalow /flat /house adjacent to the meeting house, which address is (state address – this should be the same as in the service occupancy agreement) and for which you must enter into a Service Occupancy Agreement with the employer. The exception to the residence requirement is when you are on scheduled annual leave or on a day off.

#### 5. Probationary period

You will be on probation for the first xx months (eg 6 months) of your employment. Your probationary period may be extended if more time is needed to assess your suitability for the job. Your probationary period shall be deemed to be extended unless and until you are confirmed in post in writing.

If your performance or conduct is not considered to be satisfactory either during or at the end of the probationary period or during any period of extension, your employment may be terminated with 1 weeks’ notice.

#### 6. Place of Work

Your normal place of work will be xx Friends Meeting House. (NOTE to employers (please delete from the final version): if the individual may be required to work in more than one location, state all the locations).

#### 7. Pay

£xx per hour/week/year (delete as applicable), payable monthly in arrears by bank transfer, on or around the last working day of the month. Your salary will normally be reviewed, and may be increased, each state month. The employer is under no obligation to increase your salary.

In the event that you receive an overpayment of salary, you are required to bring this to the attention of your employer as soon as possible, as the overpayment will be repayable and will be recouped by way of deduction from any future payment due to you.

The employer may deduct from any salary or other payment due to you any amount that you owe to the employer. The employer will notify you in writing of the details of any such deduction and provide you with copies of any supporting documents reasonably requested in connection with the deduction.

#### 8. Hours of Work

EITHER: Your normal working hours will be: (state working hours, eg 9am to 5pm with an hour unpaid for lunchbreak, Monday to Friday. Also make sure that your employee has at least the legal minimum of one full day off per week or two full days off per fortnight).

OR: xx hours per week, of which: yy hours per week are to be worked as ‘core hours’ at the following times: STATE TIMES, eg 9am to 1pm Thursday to Saturday; and zz hours per week are to be worked flexibly, according to the needs of the Meeting and as agreed with your line manager. You should keep a timesheet of hours worked.

You may take an unpaid break of a minimum of 20 minutes and a maximum of 1 hour, if your working hours in any day are more than six.

Your hours may / may not be worked whilst the Meeting House is in use for worship on Sundays.

Where work is done in addition to your contracted hours, this must be arranged in advance and equivalent time off will be given, subject to prior arrangements being made with your line manager.

You may be required to work on bank holidays / public and you will be given equivalent time off in lieu for the hours worked on such days.

#### 9. Holidays

Make sure the provisions in this section are consistent with your annual leave policy.

The holiday year runs from 1st January to 31st December (NOTE to employers (please delete from the final version): or state other 12 month period, eg 1st April to 31st March).

State annual leave entitlement here, eg:

Full time employees are entitled to four weeks’ paid annual holiday per year, plus the eight normal bank and public holidays. If you need to work on one of these bank or public holidays, you will be entitled to equivalent time off in lieu at a time to be agreed with your line manager. (NOTE to employers (please delete from the final version): for a full time, five days per week worker, 4 weeks + bank / public holidays = 28 working days, which is the minimum paid holiday that you must give by law. You may however decide to give more generous annual leave entitlement.)

Annual leave entitlement will be pro-rated for part time employees, as outlined in the Annual Leave Procedure, available from your line manager.

Either: You must take your holiday in the annual leave year to which it relates. If you do not, the holiday entitlement will be forfeited.

OR: A maximum of 8 days’ holiday (pro-rated for part-timers) may be carried forward to the next annual leave year but must be taken during the first three months of that annual leave year or it will be forfeited. Any untaken holiday in excess of 8 days (or pro-rata for part-timers) will not accrue to the following year and will be forfeited. (NOTE to employers (please delete from the final version): you can allow carry over if you wish, up to a maximum of 8 days /1.6 weeks (pro-rated for part time workers). You are not obliged to allow carry-over, unless the employee was prevented from taking it due to statutory maternity, paternity, shared parental or adoption leave, or in some cases due to long-term sick leave).

If you wish to take holiday, you must agree the dates of your holiday in advance with your line manager. You should give at least two weeks’ notice of your request to take a week’s holiday, four weeks of your request to take two weeks holiday, and so on. Holiday requests will be agreed if operationally possible.

Leaving employment

On leaving employment, any accrued but untaken holiday will be paid on a pro-rata basis in proportion to each complete week of service in the holiday year of your leaving date.

You may be required to take any accrued holiday during your period of notice.

If you leave employment having taken more holiday than you have accrued, you hereby authorise the employer to deduct the overpayment from any monies outstanding and you will pay to the employer any excess outstanding.

#### 10. Other paid leave

You may be eligible to take the following periods of statutory leave, part of which may be paid at statutory rates, subject to your eligibility and subject to notice requirements.

OPTION: Some of the payments may be above statutory rates, subject to any eligibility and notice requirements. Any payments above statutory rates are at the employer’s discretion and may be changed or withdrawn.

* maternity leave
* paternity leave
* adoption leave
* shared parental leave
* parental bereavement leave
* [insert details of any other types of paid leave]

For further information on the above leave, please refer to the staff handbook/view the relevant policies/speak with your line manager [delete as applicable].

#### 11. Sickness

Either: If you are off sick, and adhere to notification and certification procedures, you will be entitled to full pay for eg 8 weeks, followed by half pay for eg 8 weeks. Your exact entitlement depends on your length of service [delete if not applicable]. This pay is inclusive of any SSP to which you may be eligible. If you are still sick after eg 16 weeks, you may still be eligible for SSP for a further period.

(NOTE to employers (please delete from the final version): there is no requirement on an employer to provide more than statutory sick pay (subject to eligibility) for absent employees.)

Or: If you are off sick, and adhere to notification and certification procedures, you will be paid statutory sick pay for up to 28 weeks, provided that you meet the eligibility rules of the scheme.

You must meet the following notification and certification requirements:

* Inform your line manager on the first day of absence at least one hour before your normal start time, giving the reason for the absence and if possible giving an idea of the likely date of return to work.
* Remain in regular contact with your line manager during the absence, at a time interval agreed with the line manager.
* For periods of absence of 7 days or less, complete a sickness self-certificate and pass it to the line manager on your return to work.
* For periods of absence of more than 7 days, produce a valid medical certificate (‘fit note’).
* Forward valid medical certificates to your line manager at regular intervals, in the case of absences of more than 14 calendar days.

Sickness payments are subject to your adhering to the above notification and certification procedures.

For further information, please see the sickness absence procedure, available from your line manager. This procedure does not form a part of your contract of employment and may be changed from time to time.

The employer reserves the right to require you to undergo an examination by a medical practitioner such as an occupational health specialist, appointed by the employer at its expense. All information given in connection with the examination and any report resulting from the examination shall be fully disclosed to the employer. Such information will be treated as strictly confidential and the medical practitioner will only be asked to give information related to your capacity to undertake your job.

#### 12. Pension

If you meet the statutory eligibility criteria, you will be automatically enrolled into our pension scheme. Further details will be provided to you.

OR You will be automatically enrolled into our pension scheme. Further details will be provided to you.

*Note to employers*

All employers are required to enrol eligible staff into a pension scheme. It is the employer’s decision as to whether to enrol all staff or only those who are legally eligible. There are also additional requirements in respect of staff who may have a right to ask to join your scheme. For further information, see the employers’ resource at [www.quaker.org.uk/employers](http://www.quaker.org.uk/employers) and [www.thepensionsregulator.gov.uk/en/employers](http://www.thepensionsregulator.gov.uk/en/employers).

#### 13. Benefits

[Select from the paragraphs below and delete as applicable]

[EITHER]

In addition to any set out elsewhere in this statement, you may be able to receive the following benefits from the employer provided you meet any qualifying conditions:

* The following benefits form a part of your contract of employment: [insert details of benefits]
* The following benefits are discretionary, may be removed in the future and do not form a part of your contract of employment: [insert details of benefits].

[OR]

Aside from any set out elsewhere in this statement, you are not entitled to any additional benefits from the employer.

#### 14. Training entitlements

[EITHER]

The employer will fund the following training for you, which you are required to undertake:

[insert details]

You are required to undertake the following training at your own expense:

[insert details, if any. NB this would be unusual in the Quaker context to require an employee to undertake training at their own expense. If there is no such requirement – simply state ‘none’]

You are also entitled to take part in various training courses which the employer may provide, or may arrange provision of via an external provider, from time to time.

[OR]

No training will be provided to you during your employment other than that you will receive upon commencement of employment to ensure that you are able to effectively carry out your role.

#### 15. Health and Safety

You must take all reasonable steps to safeguard your own safety and that of others at work. You should adhere to any safety requirements notified to you by the employer.

#### 16. Duration

(State whether contract is intended to be permanent or temporary.)

Either: Your contract is intended to be for an indefinite period, subject to successful completion of your probationary period.

Or: Your employment is temporary and will terminate at the end of your temporary assignment, with notice as outlined in this Written Statement.

Or: Your employment is for a fixed term until date. Your employment will terminate on date, without the need for notice unless previously terminated by either party giving the other notice pursuant to clause 17 of this contract.

(Note to employers – fixed term employees benefit from very similar employment rights, in particular protection from unfair dismissal and redundancy pay after 2 years. If you are contemplating terminating a fixed term contract after 2 years, please take professional advice, in the same way as you would for permanent employees.)

#### 17. Notice periods

You must give one month’s (you can specify a longer notice period if you wish) notice of termination of employment, except during your probationary period.

The notice you will receive from the employer is one month (as above, you can specify longer if you wish), except during your probationary period.

The notice period you receive from the employer increases with service in accordance with statutory requirements, from five weeks at five years’ service, then each year by another week, up to a maximum of 12 weeks after 12 years’ service.

During your probationary period, the notice period you are required to give and the notice period you would receive from the employer is one week.

Notice from either party must be given in writing.

This clause 17 does not apply if a fixed term contract ends on its termination date, as outlined in clause 16.

If you are dismissed on the grounds of gross misconduct or gross negligence, the employer may end your employment without notice or pay in lieu of notice.

#### 18. Collective Agreements

There are no collective agreements affecting your employment with the employer. You are entitled to remain a member of a Trade Union or to join a Trade Union.

#### 19. Country of work

You will not be expected to work outside the UK.

#### 20. Meeting House property

You are required to take good care of the Meeting House property at all times. On leaving the employer, you must return all the employer’s property in your possession to the employer, in the same condition as it was provided to you, subject to normal wear and tear.

#### 21. Disciplinary procedure

The disciplinary procedure is available from your line manager on request.

The disciplinary procedure does not form a part of your contract of employment and may be changed from time to time.

If you are unhappy with any disciplinary decision relating to you, you may make an appeal in writing to *specify to whom the appeal should be addressed, as per your disciplinary procedure,* as outlined in the disciplinary procedure.

#### 22. Grievances

If you have a grievance relating to your employment and the matter cannot be addressed informally, you should apply in writing to your line manager in the first instance. Please refer to the Grievance Procedure if your grievance is against your line manager.

A copy of the Grievance Procedure is available from your line manager.

The grievance procedure does not form a part of your contract of employment and may be changed from time to time.

#### 23. (Use this clause as relevant) Occupancy of (state description, eg flat above xx Quaker meeting house etc)

It is a condition of your employment that you reside at state location as above under a Service Occupancy Agreement, which accompanies this document and which you must sign. You will reside rent-free/you must pay rent of £xx, which will be reviewed on an annual basis. When your employment comes to an end, you must vacate the above property.

#### 24. Other work

You must not engage in any paid work with another employer without first seeking written permission from your line manager, who will discuss with you any potential impact on your work at the Meeting House. Permission will not be unreasonably withheld.

#### 25. Equal opportunities

The employer is an equal opportunities employer and will not treat any job applicant or employee less favourably on grounds of their sex, sexual orientation, age, disability, marital status, creed, colour, race, religion or philosophical beliefs or ethnic origin, nor will any job applicant or employee be disadvantaged by conditions or requirements which cannot be shown to be justifiable. It is the duty of all employees to ensure that this policy is observed at all times.

#### 26. IT equipment and monitoring

You are authorised to use the Internet for a limited amount of personal use, provided that this is during your own time and not during the employer’s time. You may not download software onto the employer’s computers without authorisation and you may not access sites that are reasonably likely to be unacceptable to the employer eg pornography sites, sites which condone violence or other sites which may be counter to the Quaker testimonies and beliefs. If you are in doubt about whether any internet site may or may not be acceptable, you should first check with your manager.

You must not use your Quaker email address for personal use.

The Employer reserves the right to monitor at random all communications, email use and internet use. If unauthorised or extended personal use is found in this random monitoring, more detailed monitoring may be undertaken to determine the full nature of any misuse.

#### 27. Expenses

Reasonable expenses, incurred solely as a result of your work with the employer, will be reimbursed. You must provide receipts or other proof of expenditure and you must not make an expense claim if you have claimed or intend to claim the expense from elsewhere.

Please check with your manager before incurring expenses, so that you know what is considered to be a reasonable expense.

#### 28. Confidentiality

You shall not use or disclose to any third person either during or at any time after the period of your employment with the employer any documents, confidential facts or information relating to the business or affairs of the employer which come to your knowledge during such period, nor shall you make or keep any copies of documents or extracts therefrom.

#### 29. Disclosure

Should you receive any fine (other than a parking or speeding fine), conviction or caution in the UK or any other country (or lose your driving licence where this is necessary for the performance of your role) during the course of your employment with the employer, you are required to disclose that fact, as soon as it occurs, to your manager.

#### 30. Data Protection

You must exercise reasonable care at all times to keep safe all documentary or other material containing confidential information and/or personal data. You shall, at the time of termination of your employment with us, or at any other time upon demand, return to us any and all such material in your possession.

You shall inform us immediately upon discovery of a data breach.

Our workforce privacy notice gives guidance on how we will process data relating to you and your employment. The privacy notice does not form a part of your contract of employment and it may be updated from time to time. You have been provided with a copy of this notice. You can view the current privacy notice by asking your line manager.

#### 31. Employer rules, regulations, policies and procedures

You are expected to acquaint yourself with all the employer’s, regulations, policies and procedures and other instructions that may be issued from time to time. All employees are subject to and are expected to observe and abide by the employer’s rules, regulations, policies and procedures from the commencement of their employment. Such rules, regulations, policies and procedures do not form a part of the contract of employment and may be changed from time to time.

#### 32. Ability to alter the written statement

The employer may change the terms and conditions of this written statement in certain circumstances. Minor changes will be made and notified to you in writing. You will be formally consulted in respect of more significant changes.

#### 33. Acknowledgement

I acknowledge and accept this statement of terms and conditions.

Signed by the employee ......................................................................

Date..........................................................

Signed on behalf of the employer by .........................................................................

(Clerk to (eg xx Local Meeting, xx Premises Committee, or xx Finance and Property Committee – use the appropriate terminology for you).

Date..........................................................