

WRITTEN STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

1. Parties to the Contract of Employment:

EMPLOYER: Managing Trustees of Mumbles Methodist Church

EMPLOYEE:

Date from which these details are current: 15 May 2014

2. Date of commencement of employment in this post:

The contract is for a fixed term due to funding for the post being limited at present and the need to evaluate the outcomes of the post before committing to any extension and will end on 31 August 2016. It may be terminated at any time before its expiry by either party in accordance with your entitlements as set out in section 18 of this statement 'Ending the Employment'.

3. Job Description: attached to this Written Statement

When considered necessary or appropriate by your Employer your job description may from time to time be amended and in addition to the duties set out in it you may be required to undertake such other reasonable duties within your skill and competence and consistent with your post title.

In view of the Ministry role within the Job Description candidates must be a committed Christian who plays an active role in the life of a Church.

4. Post title: Family & Youth Worker

5. Place of work: Mumbles Methodist Church, Mumbles Road, Mumbles, Swansea or such other locations in or around Mumbles as required from time to time to carry out the duties of the post.

6. Supervisor

The Supervisor referred to in this Statement means the Chair of the Family & Youth Worker Management Group or any other post holder as may from time to time be notified to you by or on behalf of your Employer.

7. Probationary Period:

Confirmation of your appointment is subject to the satisfactory completion of a period of probationary service of three months. During your probationary

service you will be expected to establish your suitability for the post. This period of probationary service may be extended if your Supervisor feels that for any reason you have not achieved a satisfactory level, but have the potential to do so.

8. Remuneration:

Your rate of pay is £19,000 per annum pro rata

Salaries are reviewed annually to take effect from 1 April each year.

Salaries are paid monthly by bank transfer on the last day of the month.

Your pay advice will show your basic rate of pay, any deductions for Income Tax, National Insurance, Pension Scheme, and the amount of Net Pay.

If you have any queries about your salary these should be raised in the first instance with your Supervisor.

You will be reimbursed for all agreed expenses necessarily incurred in the performance of your duties.

9. Hours of Work:

Your normal hours of work are xx hours per week at varying times over varying days (Sunday always being a working day) which may include Public Holidays but you will always have at least one day per week free of all duties.

If you are required and willing to work hours in excess of your normal working week, you will be entitled to take time off in lieu on an equal time basis, as agreed with your Supervisor.

7. Working Time Regulations:

It is not intended that you will normally work more than forty-eight hours in any one week. You should collaborate with your employer in this regard to ensure that these hours are not exceeded.

8. Overtime:

Overtime is not payable. If you are required and willing to work hours in excess of your normal working week, you will be entitled to take time off in lieu on an equal time basis, as agreed with your Supervisor.

9. Pension:

A contracting-out certificate under the Pension Schemes Act 1993 is NOT in force.

You will be contracted into the State Second Pension Scheme (S2P) for which deductions will automatically be made by your Employer. Other pension arrangements may be made at the discretion of your employing body.

10. Annual Leave Entitlement:

(a) The holiday year is from 1st September to the following 31st August each year.

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(b) Your holiday entitlement is 28 days (including the following 8 Public Holidays – New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Summer Bank Holiday, Christmas Day and Boxing Day, some of which you may be required to work). Where you are required to work on a Public Holiday you are entitled to a day off in lieu.

(c) Part-time employees' leave entitlement is pro-rata to the full-time entitlement.

(d) Your holiday entitlement is to be taken in the holiday year in which it has accrued, unless it has been deferred by agreement with your Supervisor.

(e) Your holidays must be agreed with your Supervisor as early as possible and at least one month in advance.

(f) On termination of employment you may be required to take annual leave during the period of notice. You will be paid for any holiday that has accrued but which it has not been possible to take prior to the effective date of termination. You will be required to refund any salary paid in respect of holiday taken in excess of that which has accrued by the effective date of termination.

11. **Compassionate Leave:**

If you suffer bereavement of a close relative you may be granted compassionate leave. You should discuss the circumstances with your Supervisor in the first instance. Your Supervisor may similarly grant compassionate leave in other appropriate cases.

12. **Maternity, Paternity, Adoption and Parental Leave:**

Statutory provisions apply.

13. **Occupational Paternity and Adoption Leave:**

An employee who has completed 52 weeks' service by the fifteenth week before the expected week of childbirth (EWC) or within seven days of receiving notification that they have been matched with a child shall be entitled to 2 weeks' leave on full pay provided that the leave is taken within the statutory time scales.

14. **Sickness absence:**

If you are unable to attend work owing to sickness or injury, you must comply with the following procedures. Payment of sick pay and/or statutory sick pay will be made only where such procedures have been followed:

- On your first day of absence, you must contact your line manager/supervisor as soon as possible (preferably at the start of your normal working day) to notify him/her of your absence, the reason for the absence and if possible to indicate when you hope to return to work.
- If your sickness absence is for seven days or less, on the first day of your return to work, you must obtain, complete and sign a self-certification form and forward it to your line manager. Self-certification form may be obtained from your line manager.
- On the first day of your return to work you should report to your Supervisor, or, if your Supervisor is unavailable, the most senior member of staff present, and explain in full the reason for your absence. If you have not already completed a self-certification form for the first seven days of absence, you will then be required to complete a self-certification form.

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- If sickness absence continues for eight days or longer, you must obtain a medical certificate from your doctor for the remainder of the absence and forward this to your line manager immediately. Further certificates must be submitted to cover each week for as long as the illness lasts.
- In cases of repeated absences for whatever reason, your Employer reserves the right to request medical evidence for periods of absence of less than seven days.
- If, on the medical certificate or "fit note", your doctor recommends any adjustments to your duties, hours or working conditions to facilitate your return to work, you are required to cooperate with the employer with regards to the possible implementation of such changes, notwithstanding the fact that the advice on a fit note is not binding on the employer

Your Employer also reserves the right, when considered appropriate, to require you to attend a medical examination by a medical practitioner of your Employer's choice.

Statutory Sick Pay

If you are absent from work by reason of sickness or injury for four or more consecutive days, you may be paid Statutory Sick Pay (S.S.P) by your Employer in accordance with the statutory provisions. S.S.P. will be treated like wages, being subject to deductions for PAYE, Income Tax, and National Insurance contributions. Qualifying days are the only days for which you can claim S.S.P. These will be days on which you would normally be required to be available for work (i.e. Sunday to Saturday). The first three qualifying days of sickness are waiting days for which S. S. P. is not payable. Qualifying days only include days on which you would normally work. It is a condition of payment of S.S.P. that you comply with the notification and certification procedure set out above.

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15. **Medical Treatment:**

Appointments for visiting the doctor, dentist etc, should, wherever possible be made outside of working hours.

16. **Ending the employment:**

Where the contract of employment is terminated by your employer you are entitled to receive the following notice:-

- (a) One week after one month's continuous employment.
- (b) Thereafter one week's notice for every completed year of service up to a maximum of twelve weeks.

If you wish to terminate your employment, you are required to give one week's notice after one month's continuous employment.

Your employment may be terminated by your Employer without notice or payment in lieu of notice if you are guilty of gross default or misconduct or conduct which in the opinion of your Employer demonstrably brings you, your Employer or the Methodist Church into disrepute.

17. **Confidentiality:**

In the course of your employment you may have access to and be entrusted with information in respect of the administrative, business and financial affairs of the Church, and of the personal affairs of individuals, all of which information is or may be confidential. You will not (except in the proper course of your duties) during or after the period of your employment divulge to any person whatsoever or otherwise make use of any such confidential information.

18. **Disciplinary Procedure:**

The Disciplinary Procedure is set out in the Disciplinary Procedure document attached to this Written Statement.

19. **Grievance Procedure**

If you have a grievance relating to your employment or the terms and conditions relating to that employment you should raise the matter initially with your Supervisor or the member of staff to whom you normally report in accordance with the Grievance Procedure, which is attached to this Written Statement

20. **Health and Safety Procedure:**

The Health and Safety policy is attached to this Written Statement.

21. **Equal Opportunities**

The policy in respect of Equal Opportunities in employment is attached to this Written Statement.

22. **Residential Arrangements**

There is no residential provision included with this post.

23. Changes in Terms and Conditions:

Your Employer may seek to vary the terms and conditions of your Employment. These will not be amended unreasonably or without consultation with you. Any changes in your terms and conditions of employment will be confirmed to you within one month of the change(s) taking effect, by personal written notification.

24. Statements of Policy:

You are required to comply with any statement of policy published to you by your Employer from time to time.

Signed on behalf of _____ (Employer)

Designation _____ (Job Title)

Signed by: Date:

I have received and read the Terms and Conditions of Employment and accept that these form part of any contract with the Organisation. I acknowledge receipt of the attached appendices:

- Disciplinary & Dismissal Procedure**
- Grievance Procedure**
- Health and Safety at Work Policy**
- Equal Opportunities**
- Job Description**

Signed..... Date.....