



RUSSELL-COOKE | SOLICITORS

MODEL CONTRACT OF EMPLOYMENT

Introduction

You may have lots of different people contributing to the work of your voluntary organisation or community group.

Some may be **volunteers**, which include members of a management committee, board of trustees or steering group. They will not be paid for their work and only receive the reimbursement of legitimate out-of-pocket expenses.

Others may be **self-employed**, engaged to provide a specific service, such as a builder contracted to repair your premises or an accountant used to audit your annual accounts or a consultant carrying out an evaluation of a project.

Occasionally you may have **casual workers**. For example, you might have a list of people you can call on to fill a gap when someone is off sick or you may have a register of interpreters who you call on to carry out interpreting assignments as and when needed or a pool of crèche assistants to look after children during ESOL classes. The workers can always refuse to do the work and they do not expect you to regularly provide them with work. Work is only offered as and when needed. The workers will have certain rights such as the right to receive the national minimum wage, the right to paid holiday, the right not to be discriminated against. But they are taken on to do work only when required for very brief periods and are not regularly employed.

In most cases your staff will be **employees** whether they work part-time or for a time-limited period (sometimes referred to as temporary or fixed-term). Having employees means that the employer must fulfil certain legal responsibilities.

Most paid staff are likely to be employees and so will have certain employment rights.

An example basic contract of employment is found on page 6.

Employment status of your staff

Your staff are likely to work a specified time each week.

You will have agreed with them the details of the job, ideally confirming this in writing with a signed contract which lists the terms and conditions. Once the details have been agreed you will expect them to do the work. They cannot turn work down, nor can they select when they want to come in and do the work. They will also expect you to provide them with work on a regular basis.

This is known as **mutuality of obligation** and is a clear indication that your worker is an employee, and **not** self-employed and **not** a casual worker. The employer must provide work and the employee must do it.

You are also likely to expect your member of staff to deliver specified aims and objectives through their work. This will normally be listed in a job description. You may even tell them how you expect them to undertake their work.

It is likely that the staff member will expect to use your equipment – paper, pens, computer, books, telephone etc.

You will probably not allow them to send a substitute in their place should they not want to do the work themselves.

All these aspects clearly indicate that your staff are employees, the most important aspect being mutuality of obligation.

- An employed person is someone who works under a contract of service.
- They are expected to do specified work as instructed by the employer and under the employer's control, such as at particular times at a defined place.
- The employee expects to be given work.
This is called mutuality of obligation: the employer must provide work and the employee must do it.
- The employee must deliver the work personally and cannot appoint someone else to do it instead.
- The employee will also normally be integrated into the organisation and will be subject to rules defined by the employer.
- The employee is likely to use the employer's equipment and resources.
- The employee will be paid regularly and will not take risks with their own money in carrying out the work.
- The employee may often work exclusively for one organisation.

Variation of Contract

Remember that:

If you intend to use a model contract in order to revise or update existing contracts in your organisation (and this includes any procedure that is attached to the contract such as a disciplinary procedure), you can make changes to existing contractual terms only with the specific written agreement of each employee. You are not entitled to vary contracts unilaterally.

- The terms of an employment contract are those agreed at the outset. The terms can be changed by agreement but there needs to be clear evidence of this. Agreement could be inferred by an employee conforming to the new terms without dispute. An imposed change without acceptance is a breach of contract. An employee could seek damages for breach if there has been loss or possibly resign and claim unfair constructive dismissal. On the other hand an unreasonable refusal to accept a necessary change may provide grounds for dismissal.
- If you intend to issue new employees with a new contract, while maintaining your current contract for existing employees, think carefully about the implications of having two or more sets of contracts with different terms and conditions.
- Updating only those terms relating to statutory entitlements (for example, annual leave, maternity, parental or dependants leave) does not require employees' agreement, nor is it necessary to provide detail. It is sufficient to state that the employee is entitled to the statutory provision.
- Having no written contract does not mean that there isn't an employment contract in place. The organisation should be clear about the existing terms of the contract before varying them, even if such terms have been previously agreed only verbally or have come about through custom and practice. If the employee and employer agree to any subsequent changes, the details should be written down.
- Consultation with individual employees is crucial, so that the employer can explain the need for the change and consider

any concerns. If there are 20 or more employees affected by the proposed changes, collective consultation must also take place with the recognised trade union representative or elected employee representative.

The model contract is set out below. All policies, procedures and guides mentioned in the model contract are available from PEACe.

PEACe STANDARD MODEL CONTRACT OF EMPLOYMENT

This Statement incorporates the minimum statutory requirements and is effective from the first date of employment, sets out particulars of the terms and conditions of employment in accordance with the Employment Rights Act 1996 (and as subsequently amended). Throughout this Statement, five working days equals one calendar week.

1. NAME AND ADDRESS OF EMPLOYING ORGANISATION:

(hereinafter: "The Organisation" or "The Company")

1.2 NORMAL PLACE OF EMPLOYMENT: The Organisation may move the normal place of work and you may also be required to work at other locations within _____ (Borough(s), Town, etc) from time to time.

Note: It is necessary to give the exact location of the employee's workplace, and also important to give details if an employee is expected to work at more than one workplace, or if likely to be moved around.

2. NAME OF EMPLOYEE:

(Hereinafter: "You")

3. DATE OF COMMENCEMENT OF EMPLOYMENT:

Note:

(i) It is important to record this accurately e.g. ' This is a fixed term contract. Unless previously terminated your employment will end on ...' If this contract is a renewal of an old one, for example if the employee has changed jobs within the organisation, you need to note the date of commencement of the original employment - the date **continuous employment** began.

Fixed Term Contracts

Below are some examples of employees considered to be fixed term under The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, and suggested wording to be inserted into their fixed term contracts:

(i) **Contract for a task:** the following clause should be included if the person is being taken on to do a specific time-limited piece of work, for example, a piece of research: "This contract will end on completion of

[task]"

(ii) **Temporary employment:** The following clause should be included if the employee is temporary but the end date of the contract is not certain: "This post is not permanent, and your employment is expected to last forweeks/months."

(iii) **Maternity/Locum Cover:** If you are employing a temporary employee to provide maternity or other locum cover (such as parental leave or sickness absence for example) you should insert the following clause:

"This is a temporary appointment due to the absence on maternity/parental/other leave of the postholder, who is expected to return to work within the nextmonths. Your temporary employment is expected to end upon her/his return unless terminated earlier. If she/he is unable or unwilling to return, the Organisation will decide whether to appoint a permanent replacement or to make other arrangements for the work to be carried out".

4. **JOB TITLE:**

5. **DUTIES OF THE POST:** As set out in your job description. These are the normal duties that the Organisation requires from you at the date of your appointment. However, it may be necessary for changes to be made to this job description in accordance with the needs of the job and the organisation. Existing duties may be changed and new duties may be added. Any changes will be made in consultation with you.

Note: It is strongly recommended that the job description should be separate from the contract as jobs often evolve over time and you need to preserve flexibility to vary the duties of the post. However, in any case, any change to a job description should be made in consultation with the employee and preferably with their agreement.

6. **REMUNERATION:**

6.1: Your salary will be paid at the following rate:

Note: Record the rate for the job, whether hourly, weekly, monthly or annually.

(i) Some voluntary sector organisations use national pay scales - such as the NJC salary scales, set by the National Joint Council (NJC) for Local

Government Services. If you use national pay scales, it is important to say so. Also if London Weighting is being paid, say so, and record this amount too, and give a total salary. For example:

6.1: Your salary will be paid according to the National Joint Council for Local Government Service Employees: (NJC) Scale: _____

6.2: Starting Point on Scale: _____

6.3: Starting Salary: The current salary pertaining to the above Scale Point is £_____ per annum

6.4: In addition, you will receive the agreed London Weighting Allowance, currently: £_____ per annum

6.5: You are employed on a *Full Time/Part-Time (_____ Hours per week) basis.

*delete as applicable, and complete hours as appropriate for part-time workers.

6.6: Total Starting Salary, incl. London Weighting:
£_____

Increments:

6.7: A salary increment, in accordance with the NJC agreement, will be paid annually on April 1st, until your salary reaches the highest point on the scale –

Alternatively:

6.8: "Provided you have satisfactorily completed the annual appraisal carried out, you will go up one point on the salary scale each year on the anniversary of your starting in the post, until you have reached the highest point on the scale."

In every case:

6.9: "Employees commencing employment after January 1st will not receive an increment in April of that year."

Annual Review: As set out in clause 6.3 below. If you intend to follow the NJC Annual Pay Award and increase salaries automatically each year, the clause should read instead:

6.10: Annual Pay Award: will be paid annually at the rates and on the commencement date as agreed by the NJC".

Please note: Organisations do not have to adopt national pay scales. If you are concerned about ensuring that your organisation has maximum flexibility, and you do not want to be tied into annual agreed increments,

you could just specify that the salary will be annually reviewed without always promising an annual uplift – as in clause 6.3.

Salary Review: *You may wish to add:*

6.11: Your grading and salary may be reviewed by the Organisation if the nature of your job changes substantially. The method used for this assessment will be in line with the NJC Job Evaluation Scheme.

- 6.2: Your salary will be paid monthly in arrears on the _____ day of each month by cheque/bank transfer.
- 6.3: Your salary will be reviewed annually, with any increase payable from 1 April.
- 6.4: Pension rights: The Organisation **does/does not*** offer a (stakeholder) pension scheme. A contracting-out certificate under the Pensions Schemes Act 1993 ***is/is not** in force for the employment this statement is being issued for.

** Delete as applicable.*

If the Organisation offers a pension scheme, details should be attached as an appendix.

Employers with 5 or more employees must provide access to a stakeholder pension scheme if no other type of pension is offered.

More information from

<http://www.thepensionsregulator.gov.uk/employers.aspx>

By 2017 all employers will have to enrol their workers into a workplace pension scheme to which they will have to contribute a minimum of 3 per cent of a worker's qualifying earnings. More details from www.thepensionsregulator.gov.uk

7. DEDUCTIONS

- 7.1: The Organisation may deduct from salary or other sums due to the employee:
- a) Losses or damage sustained in relation to the property or money of the Organisation, clients, visitors or other employees, during the course of your employment caused through your act, carelessness, negligence, recklessness or through breach of the Organisation's rules or instructions, or any dishonesty on your part.

- b) A day's or part day's pay for each day or part day of unauthorised absence.
"Unauthorised absence" is failing to turn up for work at the appropriate time unless absence is due to:
 - i) genuine sickness and this has been notified to the Organisation in accordance with this contract
 - ii) leave for which prior permission has been granted
 - iii) genuine reasons outside the employee's control which are acceptable to the Organisation
- c) The amount of any accidental overpayment to you.
- d) The amount of any loan made to you for whatever purpose or the amount due to the Organisation under any agreement with you.

7.2: The Organisation 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.

7.3: You will be consulted about the method of payment – either by deduction from your salary or by any other method which is acceptable to you – and about the period over which the recovery would occur, and every reasonable effort will be made to reach agreement with you on this. However, failing that, the Organisation shall be entitled to deduct on the basis of what it considers to be reasonable. It is in your interest to regularly check your pay slip for accuracy.

8. HOURS OF WORK:

8.1: Your normal hours of work are _____ hours per week (on the following times and days):

Note: If the job entails working some evenings and weekends you can add as appropriate to the Organisation:

"Some evening and weekend work may be required, for which you are entitled to time off in lieu (or overtime will be paid)".

If the norm is for overtime to be paid rather than TOIL taken, you may need to delete 8.4 below.

If you operate flexitime arrangements:

8.2 The Organisation's core hours, between which you are required to be at work, are 10am to 4pm. Your remaining hours may be worked at times agreed between you and your line manager in line with the Organisation's flexitime scheme.

8.2: You will have a lunch break of 1 hour per day which is not working time and which is not paid.

Notes: *You may wish to add to 8.2 above and specify:*

..." to be arranged with your line manager for the purpose of ensuring adequate attendance of staff throughout the day"

If overtime is expected on a regular basis add:

8.3: You may be required to work overtime not exceeding ____ hours in any week

8.4: Pre-approved overtime worked will be compensated by Time Off In Lieu at normal rates

Note: *You may wish to allow increased rates for working during public holidays in which case add to the above:*

"1.5 normal rates (or double time) off for public holidays worked."

8.5: It is the joint responsibility of you and the Organisation to arrange for Time Off In Lieu to be taken, and to limit the Time Off In Lieu built up. A maximum of ____ hours per week can be accrued, and such time off must be taken within one (or two) months of the extra hours worked.

Note: Hours of work are limited by the Working Time Regulations. Full details are available from Acas at www.acas.org.uk

9. PROBATIONARY PERIOD

9.1: You are employed initially for a probationary period lasting six months. You will be confirmed in post subject to satisfactory completion of the probationary period. The Organisation reserves the right to extend the probationary period.

9.2: During the probationary period employment may be terminated

by one week's notice in writing by either party.

- 9.3: The full disciplinary and grievance procedures (see 26. Disciplinary and Grievance Procedures below) do not apply to probationary employees. However in cases of dismissal or gross misconduct, the minimum requirements as outlined in the Acas Code of Practice on Disciplinary and Grievance Procedures will be followed.

Note: For short-term staff working one year or less you may wish to shorten the probationary period to three months. You should draw up a probationary period procedure that offers clear guidelines to those who have to implement it - see the PEACe model Probationary Period Policy.

10. ANNUAL PAID LEAVE

- 10.1: The leave year for the purpose of calculations shall be from April 1st to March 31st.
- 10.2: In addition to public holidays you are entitled to ____ working days paid leave during each completed leave year and at a rate pro rata for each uncompleted year.
- 10.3: Your entitlement to holiday will increase at the rate of one day per year after the end of your second year of employment up to a maximum of ____ days.

Note: Under the age discrimination legislation, service-related benefits such as increased holiday entitlement, is allowed where long service of up to **5 years** with the employer is rewarded. But an employer will need to have a good business reason for increasing benefits to workers having more than 5 years' service. They may also need to be able to provide evidence such as monitoring, staff attitude surveys or focus groups to show that, of example, it increases staff loyalty, motivation or rewards experience.

- 10.4: Part-time staff are entitled to a pro-rata of the above based on their working week.

Note:

Employees are entitled to 5.6 weeks annual leave, including public holidays. A week is generally understood to be the same length of time

as the employee works in a normal week, so full time employees have a statutory entitlement to 28 days

If the total amount of leave in 10.2 above is greater than 28 days, the difference between the statutory entitlement and any additional leave (i.e. 10.2 plus 10.3 less 28 days) is termed **contractual leave**.

Contractual leave (above the statutory entitlement) can, at the Organisation's discretion, be carried forward. (see 10.9 and 10.10 below). If the total amount of leave including public holidays is 28 days only, then 10.2 should read:

10.2: "You are entitled to 28 working days paid leave, including public holidays, during each completed leave year and at a rate pro rata for each uncompleted year."

If you are not providing an increased entitlement year on year then 10.3 should be deleted.

10.5: For the first three months of employment you are normally entitled to take no more than the amount of leave accrued during this period, in addition to any public holidays.

Note: If a new employee already has a holiday arranged at the time of appointment it is normal practice to honour that commitment and allow time off, even if that leave falls within the first 3 months. The Organisation would need to decide whether paid or unpaid (see 10.6) leave would be given – perhaps depending on the length of the holiday. Paragraph 10.11 allows for the recovery of pay for leave taken in excess of accrued entitlement but only one week's notice is payable during probation, so this risk of non-recovery needs to be considered. These arrangements should be dealt with during discussions on appointment and decisions confirmed by letter. There is no need to amend the contract.

10.6: Occasionally leave may be taken in excess of your entitlement as unpaid leave. This will be at the discretion of the Organisation.

10.7: The rules in the Working Time Regulations 1998 concerning notification of holidays and refusal of holidays will not apply to your employment. All leave dates must be arranged with and agreed by your line manager. Staff must normally give notice of at least one month before taking holiday of a week or more and workloads need to be taken into consideration when planning holidays.

Note: *You may wish to add:*

10.8: Priority for annual leave during school holidays will be given to employees with children of school age.

10.8: Working days between Christmas and New Year form part of the leave entitlement detailed in 10.2 above.

Note: It may be that the Organisation's offices are closed between Christmas and New Year in which case the above wording is appropriate. If this is not always the case replace it with this clause:

10.8: The Organisation will inform you at the beginning of each leave year whether the period between Christmas and New Year will be taken as compulsory leave.

Note: You should consider how this will affect employees who wish to take some of their annual leave for observing religious or cultural holidays during the year (and which do not form part of the 8 English public holidays). In such cases, the needs of the business will need to be balanced with those of staff. See more about protection from discrimination on the grounds of religion or belief in the box below.

10.9: Your statutory leave entitlement cannot be carried forward and you must take this entitlement during the leave year.

10.10: With the consent of the Organisation, you may carry forward up to five days of your contractual leave to the next leave year. Any leave carried forward must be taken within the first three months of the leave year. If such consent is not given, any excess leave not taken by the end of the leave year will be forfeited.

Note: With the agreement of both the employer and the member of staff, additional contractual leave above 28 days can be carried forward.

10.11a: At the end of your employment you are entitled to be paid for any accrued leave not taken. A deduction will be made from your final pay for leave taken in excess of your accrued entitlement.

Note: *alternative:*

10.11b: On being given or giving notice of termination of employment you will, at the Organisation's discretion, either be paid for untaken leave entitlement or may be obliged by the Organisation to take

remaining leave during the notice period. A deduction will be made from your final pay for leave taken in excess of your accrued entitlement.

10.12: You are entitled to one day's paid leave for each English Public Holiday, pro-rata for part-time staff.

Note: If the entitlement in the clause above is included in the total entitlement (see alternative to 10.2 in box above), then it should read:

10.12: You are entitled to one day's paid leave for each English Public Holiday, pro rata for part-time staff. Public holidays form part of your total leave entitlement as detailed in 10.2 above.

PEACe can advise you on how to calculate annual leave for part-time staff or from the Acas guide www.acas.org.uk

Other Religious or Cultural Holidays: in light of the Equality Act you may need to consider sympathetically requests from employees who wish to observe religious or cultural holidays, where this is reasonable and practical, and where the employee wishes to have such days as part of their annual leave entitlement. *If practicable, you could add the following clause:*

10.13: At the Organisation's discretion you may be entitled to substitute other religious or cultural holidays for English public holidays so long as these do not exceed 8 days and you are able to carry out your duties on the public holiday or on some other day agreed with the Organisation. Any additional days will need to be taken as part of your annual leave entitlement.

Note: If you decide to provide such an entitlement, then the English public holidays will be considered working days for which these employees will be entitled to receive pay. In such cases you will need to enable them either to come into work, work from home or agree some other arrangement. It is advisable to set up a system to monitor this and to keep in mind that providing such a facility may create an additional burden on the organisation.

11. LEAVE FOR PUBLIC & OTHER DUTIES

11.1: You will be allowed such time off work to be taken for public and other duties as set out in the Employment Protection Act for the time being in force.

11.2: Payment for time off for public duties will be in accordance with this Act. You are required to claim attendance allowances, loss of earnings and expenses as may be possible in the circumstances and to remit them to the Organisation to offset any salary costs.

11.3: If you are standing as a candidate for election to a Local Authority Council or for Parliament, reasonable time off will be allowed to you but details should be agreed in advance with the Organisation.

Note: Jury service is included in the term 'other duties' set out in 11.1 above. There is no legal obligation to pay salary during Jury service.

If you want to include specific reference to jury service you can insert:

11.4 If you are summoned to undertake Jury Service, you will be granted unpaid leave of absence, unless exemption is secured.

However, you may wish to consider paying for leave under this section in which case you could add:

11.5: The Organisation will pay for up to _____days for time spent on these activities as outlined in both 11.1 and 11.3 (and 11.4) above, but payments will be reduced by the amount of any allowance(s) you are entitled to claim.

12. SICK LEAVE

12.1: If you are prevented from reporting for duty due to illness or injury, you shall notify your line manager, or an appropriate officer of the Organisation as soon as possible on the first day of illness, giving the reason for your absence, and the likely date of your return to work.

Note: *You may wish to specify the time by which the absence should be notified, so that the above reads:*

12.1: "If you are prevented from reporting for duty due to illness or injury, you shall notify your line manager, or an appropriate officer of the Organisation by 10:00 am on the first day of illness..."

12.2: In the event of the illness lasting seven calendar days or less, on the first day of returning to work you must complete and submit to your line manager a self-certification form.

12.3: After an absence of seven calendar days a medical certificate signed by your doctor is required to cover the eighth and subsequent days of illness.

12.4: In the case of frequent/persistent illness, or if the Organisation is concerned about your absences, or is not satisfied with the reasons given, the Organisation may require you to produce a medical certificate when you are next absent from work. Where any concerns about your health arises, the Organisation may seek a report from your GP and/or a second medical opinion as to the cause of the incapacity and prognosis. The Organisation will meet all costs incurred.

Note: It is good practice to put in place a Sickness Absence Policy that outlines the procedures to be followed in cases of short and long-term sickness absence. See the PEACe model Sickness Absence policy for an example.

13. SICK PAY

13.1: You shall be entitled to receive Statutory Sick Pay (SSP), at whatever rate paid at the time. SSP is subject to PAYE and National Insurance, and these deductions shall be made accordingly.

Note: Many employers provide additional sick pay to SSP - the rate of which is £ 87.55 per week from April 2014..

You could add for example:

13.2: Provided that you comply with the notification procedures set out above, you are entitled, in any twelve consecutive months, to receive sick pay after taking into account all state benefit:

In the first six months of employment	SSP only
In the remainder of the first year	1 week's full pay
Thereafter	2 weeks' full pay

The terms of contractual sick pay could, of course, be more generous than the example above but you should consider what you can reasonably afford.

You should also add:

13.3: Any previous period of sickness absence for which the benefit in 13.2 was payable in the current financial year will be counted against the above limit for the latest absence. If, during a period of absence, an employee's service reaches a new qualification period, the duration of the payment will be based on the newly acquired qualification.

Alternatively, you may wish to base sick pay on a **rolling year**, especially if you intend to provide a more generous entitlement. This means that calculation is based on the amount of sick pay already received in the preceding 12 months. *If so, replace the above with, for example:*

13.2: Provided that you comply with the notification procedures set out above, you are entitled, in any period of twelve rolling months, to receive sick pay after taking into account all state benefit:

In the first six months	SSP only
In the following two years	4 weeks' full pay and 4 weeks' half pay
Thereafter	6 weeks' full pay and 6 weeks' half pay

Sickness During Holiday: You may also want to add a clause to clarify that any sick period during holidays is considered to be sickness absence rather than annual leave. In some organisations the option below is applied:

13.4: When sickness accruing payments under these provisions occurs during annual leave you will be credited with the equivalent number of days leave to be taken at a later date provided that you have complied with the notification procedures set out above and your absence is certified by a medical practitioner as under 12.3 if for more than seven calendar days, or self-certification as under 12.2 if for seven calendar days or less.

14. MATERNITY LEAVE AND PAY

14.1: Female members of staff will be granted maternity leave in accordance with the relevant statutory provisions in force at the time.

14.2: You may take reasonable time off work, without loss of pay, to attend ante-natal care. If you are an expectant father or your partner is pregnant, you are entitled to unpaid time off to accompany her to up to two ante-natal appointments .

- **Note:** All employees regardless of length of service are entitled to 26 weeks' ordinary maternity leave and a further 26 weeks' additional maternity leave. Employees who have been continuously employed with their employer for at least 26 weeks' service by 15 weeks before the week their baby is due are entitled to 39 weeks' Statutory Maternity Pay (SMP).

Remember, SMP – statutory maternity pay is reclaimable from the state, see the guidance from HM Revenue and Customs at www.hmrc.gov.uk

You could consider enhancing these, taking into account what you can reasonably afford, *for example:*

14.3: In addition to the statutory maternity pay, female members of staff who qualify for AML and SMP according to the statutory provisions, will be entitled during the first 39 weeks to:

6 weeks full pay

10 weeks half pay

the remaining 23 weeks SMP only (£138.18 per week from 1 April 2014)

15. PATERNITY LEAVE: Qualifying employees are entitled to Paternity Leave and Pay in accordance with the relevant statutory provisions in force at the time.

Fathers/partners have a right to take up to two weeks' paid paternity leave £138.18 per week from 1 April 2014.

You may wish to provide an enhancement to the statutory minimum, in which case replace the above with, for example:

"If you have paternal/carer's responsibility for a newly born or adopted child, and qualify for the statutory scheme, you are entitled to two weeks' leave at full pay to be taken either in one go or in two blocks of one week, within 56 days of the date of birth or placement."

Where the mother has returned to work without using her full maternity leave entitlement, the employee taking paternity leave will be able to take **additional paternity leave** up to a maximum of 26 weeks.

More information on paternity rights is available from the Government website: www.businesslink.gov.uk/workandfamilies

This is in addition to parental leave (see below).

15.1 PARENTAL LEAVE: All employees who have completed one

year's continuous service with the Organisation are entitled to Statutory Parental Leave.

Note: The statutory provision for parental leave is for 18 weeks in total for each child, including adoptive children, and can be taken any time up to the child's fifth birthday, or 18th birthday if the child is disabled and has been awarded Disability Living Allowance. You are entitled to enhance the statutory provision by offering to pay for some of the parental leave.

15.2 ADOPTION LEAVE

15.2.1 Qualifying employees will be entitled to adoption leave and pay in accordance with the statutory provisions in force at the time.

15.2.2 A qualifying adoptive parent whose partner takes adoption leave will be entitled to paternity leave as detailed in clause 15 above.

Employees who are adopting who meet qualifying conditions based on their length of service and average earnings are entitled to 39 weeks' Statutory Adoption Pay (SAP) and statutory adoption leave of 52 weeks. Where a couple are adopting jointly they can choose which of them will take adoption leave and pay, and the other (regardless of gender) may take paternity leave and pay.

Statutory Adoption Pay – SAP - is £138.18 per week from 1 April 2014.

As with SMP, you may wish to enhance the pay provision beyond the statutory adoption pay (SAP), and replace 15.2.1 with, for example:

“In addition to the statutory adoption pay, an adoptive parent who qualifies for the statutory provision will be entitled to:

6 weeks full pay

10 weeks half pay

the remaining 23 weeks SMP only (£138.18 for 2014/15.)”

15.3 FLEXIBLE WORKING:

15.3.1 Qualifying employees will have the right to apply to work flexibly in accordance with the statutory provisions in force at the time. The Organisation will have a statutory duty to consider their applications seriously.

15.3.2 An application accepted by The Organisation will entail a permanent change to the employee's terms and conditions of employment.

Employees with a minimum of 26 weeks' continuous employment have a statutory right to request flexible working and employers have a statutory duty to consider their applications seriously. If they accept, it will normally mean a permanent change to the employee's terms and conditions of employment.

This right is in addition to, and will apply completely independently from, other legislation such as parental or dependants leave.

You are of course entitled to relax the statutory rules, by for example allowing such an arrangement for flexible working to revert back to full-time work, providing you can extend this provision equitably to all qualifying employees and apply your policy consistently over time. If so, sub-clause 15.3.2 will need to be changed accordingly.

16. DEPENDANTS LEAVE: You are entitled to take reasonable unpaid time off to deal with an emergency involving a dependant.

Note: This is a statutory provision which allows employees to take a reasonable amount of time off work to deal with certain unexpected or sudden emergencies (such as the death or illness of a dependant) and to make any necessary longer term arrangements. The emergency must involve a dependant of the employee. Employees are entitled to this right from day one of starting their job.

You are entitled to enhance it by offering paid time off.

For example:

"You are entitled to a maximum of 5 days' paid leave in each leave year for attending to essential matters relating to children you are parenting and/or any other dependant person(s) for whom you are acting as carer."

SPECIAL/COMPASSIONATE LEAVE: You may wish to provide paid leave in cases of urgent domestic distress or upheaval. For example:

16.1 "You may be granted up to five days' special/compassionate leave on full pay subject to the approval of the Organisation. In appropriate cases, additional time off, paid or unpaid, may be granted at the Organisation's discretion. Such leave may be provided in the following circumstances:

- bereavement following the loss of a partner or close relative;
- breakdown of a committed relationship;

- caring for a sick relative;
- domestic emergencies (such as burst boiler, burglary)
- fire, flood etc."

17. PART-TIME EMPLOYEES: Part-time employees are entitled to holidays, holiday pay, sick pay, pension and other benefits and rights under the terms of this contract on a pro rata basis.

Note: It is a statutory right of part-time employees to receive the same benefits provided to full-time employees, on a pro rata basis. You should also examine the status of other employees. Many organisations call some workers 'sessional' when in fact they are part-time employees.

18. TERMINATION OF EMPLOYMENT

18.1: You are entitled to receive in writing a minimum of _____ notice of termination of your employment, and you shall be required to give _____ written notice of your intention to leave.

18.2: After _____ years' completed service notice given to you shall increase by one week for every completed year of service, up to a maximum of twelve weeks.

Note: Employees who have worked more than one month are entitled, during the first two years of continuous employment, to at least a week's notice, followed by one additional week for every full year up to a maximum of twelve weeks' notice. Many organisations provide one month's notice (except during probationary period, see Section 9 earlier). However, this should increase by one additional week for every year after 5 years' continuous service to comply with the statutory entitlement described earlier in this paragraph.

18.3: The Organisation reserves the right to make a payment in lieu of notice should it so wish.

18.4: In the case of gross misconduct you may be dismissed without notice and without pay in lieu of notice.

18.5: During your notice period the employer reserves the right to require you to remain away from work, regardless of whether you or the employer gave notice. You will be required to comply with any conditions relating to your work laid down by the employer. While on full pay you may not undertake any

employment or work on a self-employed basis without the employer's prior permission.

19. TRADE UNION

19.1: You are entitled to join any appropriate Trade Union of your choice.

Note: As the right to join or not to join a trade union is a statutory right, there is no need to include the above clause in the contract. You may wish instead to include the following clause:

19.1: The Organisation encourages all employees to join a trade union of their choice.

If the Organisation has **recognised a trade union** for negotiating purposes and has a collective agreement with that union then the above should read instead:

19.1: The Organisation recognises (name of trade union) as the official union for negotiating purposes. You have a right to join this or any other trade union or not to join.

Time off: members of that union have a statutory right to reasonable time off without pay to take part in union activities.

However, you may, of course, chose to pay for such time in which case you should include the following:

19.2: If you are a member of (name of recognised union) you have a right to reasonable paid time off to take part in union activities (except industrial action).

Union representatives and union learning representative (ULRs) have a statutory right to reasonable paid time off to carry out industrial relations duties and therefore are not included in the above.

Collective Bargaining means that any terms and conditions agreed collectively with the union do not then need to be agreed individually with each employee, in which case you must include the following:

19.3: This contract is affected by the terms of a collective agreement between the Organisation and (name of trade union).

20. CONFIDENTIALITY

You may as an employee have access to or be entrusted with information that the Organisation has deemed confidential. You shall not at any time during or after the end of your

employment disclose to any person, or make use of, such confidential information.

21. COPYRIGHT

21.1: Copyright, registered and unregistered design rights and any other intellectual property rights in any materials in any medium produced by you in the course of your employment shall belong to the Organisation and you must return all such materials and any copies in your possession to the Organisation on request.

21.2: Before the end of your employment, you will deliver back to the Organisation all documents belonging to the Organisation which are in your possession, including documents made in the course of your employment.

22. DATA PROTECTION ACT 1998: For the purposes of the Data Protection Act 1998 you give your consent to the holding and processing of personal data provided by you to the Organisation for all purposes relating to the performance of your employment including, but not limited to:

- Administering and maintaining HR records;
- Paying and reviewing salary and other remuneration and benefits;
- Providing and administering benefits (including if relevant, pension, or insurance);
- Undertaking performance and fitness, appraisals and reviews;
- Maintaining sickness and other absence records;
- Providing references and information to future employers, and if necessary, governmental and quasi-governmental bodies for social security and other purposes, HM Revenue and Customs and the National Insurance Contributions Office;
- Providing information to future partner organisation or organisations with whom we may merge or transfer an undertaking to;
- Transferring information concerning you to a country or territory outside the EEA.

23. SENSITIVE PERSONAL DATA: From time to time it may be necessary to process sensitive personal data, for example,

information relating to an individual's ethnic origin for equal opportunity monitoring. By signing this contract you agree that the Organisation may retain and process sensitive personal data about you as the needs of the Organisation require.

- 24. USE OF EMAIL, INTERNET AND TELEPHONES:** Where employees are provided with access to telephones and computers, these should be used for business use. Employees must comply with the Organisation's rules on the use of computers and telephones and the Organisation reserves the right to monitor email and internet communications.
- 25. HEALTH AND SAFETY:** All employees are required to familiarise themselves and comply with the Organisation's health and safety policy, and to ensure that they do not act in a way that endangers their own health and safety, or endangers the health and safety of others. Any breaches of the health and safety policy will be dealt with under the Disciplinary Procedure.

Note: This is a statutory obligation for all employees, but it doesn't hurt to repeat it here. However, you must make sure that the Organisation has an up-to-date Health & Safety policy in place!

- 26. EQUAL OPPORTUNITIES:** Every employee must act at all times in accordance with equal opportunities legislation and the Organisation's equal opportunities codes of practice.

Note: Virtually every voluntary organisation has to have an equal opportunities or equality and diversity policy to satisfy its funders. It is also bad practice not to have one. However, the policy must not be contractual as it may give rise to claims. The wording provided above refers to such a policy in general terms.

REDUNDANCY: You don't have to have anything in a contract about redundancy if only the minimum statutory provisions apply. If you wish to give more generous terms under this contract, you need to specify what these are. They may include additional redundancy pay, longer consultation and/or notice periods, etc. Further guidance about redundancy is available from PEACe.

However, it may be useful to keep in mind your obligations as an employer by including the following clauses:

26.1: Before any redundancy is agreed, there will be consultation with staff who might be affected.

26.2: You will be entitled to such payment in the event of being made

redundant as the relevant statute in force from time to time may require.

26.3: If you are served with notice of redundancy you will be entitled to reasonable time off for training and to look for work.

26.4: The period of notice for redundancy is the same as for dismissal.

27. DISCIPLINARY AND GRIEVANCE PROCEDURES

27.1: The disciplinary procedure is attached but does not form part of this contract.

27.2: The Organisation may suspend you from work on full pay during disciplinary proceedings.

27.3: The grievance procedure is attached but does not form part of this contract.

Note: All employers are expected to follow a fair, reasonable and considered procedure, and they must comply with the **Acas Code of Practice for disciplinary and grievance procedures** which can be downloaded from www.acas.org.uk/dgcode2009.

You are entitled to adopt more detailed procedures, provided these conform to the minimum statutory requirements. If the expanded procedures do not form part of the contract then it is possible to change them over time, providing the statutory requirements are met.

28. SERVING NOTICES: Any notice served under the provisions of this Contract shall be duly served on you if handed to you personally or left at, or posted to your last known address. Any notice served by you under the provisions of this Contract shall be duly served on the Organisation if handed by you to the Chief Executive or an Honorary Officer, or left at, or posted to the Organisation's address.

VARIATION: You may want to consider including a variation clause to provide the flexibility to make minor changes. However as a contract is an agreement between two parties it should only be varied by mutual consent. Even if you choose to include such a clause you should be very cautious about making any changes without the employee's agreement. Any change made unilaterally, i.e. without the agreement of the employee, may expose an employer to litigation and financial risk.

28.1: The Organisation reserves the right to make reasonable changes to

any of your terms and conditions of employment.

28.2: You will be notified in writing of minor changes of detail, and any such change takes effect from the date of the notice or such other date as specified in the notice.

28.3: Other changes will be made only after consultation, and with at least one month's written notice.

I HAVE READ, UNDERSTOOD AND ACCEPT THE ABOVE TERMS AND CONDITIONS OF EMPLOYMENT.

SIGNATURE OF EMPLOYEE:

..... **DATE:**.....

SIGNATURE OF CHAIR OF ORGANISATION:

.....**DATE:**.....

Note: This statement of terms and conditions does not have to be signed to be valid. Many people have the misapprehension that the statement of terms and conditions is a contract, and therefore must be signed. A contract does not have to be signed to be valid - the mere fact that someone goes to work and receives pay for that work is proof enough of the existence of a contract. However, it is good practice to ensure that it has been received and signed. This could save arguments in the long run.

Please note that both employer and employee should keep copies of the contract/statement. Meanwhile employers are obliged to give their employees a statement of terms and conditions within the first two months of their employment. Any substantial changes that are being made to a statement (and thus part of the contract) must be agreed by both employer and employee, unless covered by a variation clause. Changes are often negotiated through employee representatives/trade unions.

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LVSC's Personnel, Employment Advice and Conciliation Service

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