

Dear _____

Statement of terms and conditions of employment

This statement sets out your terms and conditions of employment with [name of bureau], including those which are required to be given to you under the Employment Rights Act 1996, as amended. The appendices attached to this statement do not form part of your contract of employment with the bureau and are intended for guidance only. These policies may be updated from time to time. A copy of the current policies may be obtained from the bureau manager.

1. Job title, place of work and duties

You are required to work for Citizens Advice Southampton as a Finance Administrator

Your place of work is at 3 Kings Park Road, Southampton. SO15 2AT or at such other places as the bureau may require.

Your duties are as set out in your job description attached to this statement. Your job description does not form part of your contract.

Employees are required to be flexible to meet the changing needs of the bureau. You are also required, when requested, to undertake any other duties appropriate to the grade and nature of your job in order to meet the needs of the bureau. This may be on a permanent or temporary basis.

2. Date of commencement and termination

Your employment under this contract [will begin][began] on _____ and (subject to the early termination clause within clause 8 in this statement) will continue until 8 March 2019 when it will automatically expire, unless otherwise agreed in writing.

Your period of continuous employment with _____ [will begin][began] on _____.

No employment with a previous employer counts as part of your period of continuous employment with the bureau, unless your employment was transferred under the Transfer of Undertakings (Protection of Employment) Regulations 1981 or 2006.

3. Equality and diversity

You are required to comply with the [Citizens Advice/bureau's] equality and diversity policies and the statement contained in **Appendix 1**. Any breach of equality and diversity policies should be dealt with under the bureau's [specify: dignity at work/disciplinary/other similar] procedures (as applicable).

4. Probation period

There is a probation period of two months for new employees. Until you have gained one month's continuous employment the bureau is not required to give you notice to terminate your contract. Once you have gained one month's continuous employment the bureau will give you one week's written notice of termination. During your probation period you may terminate your employment by giving one week's written

notice of termination. The bureau reserves the right to extend your probation period for such period(s) as it may consider appropriate. Your probation period shall be deemed to be extended unless and until you are confirmed in post in writing by the bureau.

The bureau's disciplinary and grievance procedures shall not apply to your employment during your probation period.

If you have a grievance during the probationary period, you have the right to raise the grievance with your line manager or, if the matter concerns your line manager, the next level of management.

5. Salary

Your gross salary is £_____ per annum.

Your entitlement to salary accrues on a daily basis and is payable monthly by instalments and in arrears into a bank or building society account nominated by you.

The bureau is authorised to deduct any sums due to it from your salary or from any other sums due to you in respect of your employment or its termination.

6. Hours of work

You are employed to work 15 hours per week.

Normal working hours are from _____ to _____ with an unpaid lunch break which should normally be taken from _____ to _____. Requests to vary these hours may be made to your immediate supervisor who will consider your request taking into account service delivery needs.

You may also be required to work such hours outside normal hours of employment as the bureau considers necessary to meet the needs of the bureau without any entitlement to additional pay.

More flexible arrangements may be agreed, subject to service delivery needs, if you have specific child care responsibilities or commitments to dependent relatives.

7. Annual leave and public holidays

The annual leave year runs from 1 April to 31 March. For part-years worked annual leave entitlement will be calculated pro rata for that year.

Employees are entitled to 5.6 weeks' paid annual leave in each annual leave year, (which includes statutory holidays). In the case of full-time employees working a five-day week, this equates to 28 days' paid annual leave (including the eight statutory holidays). Employees working less than full-time hours will have a holiday entitlement which is calculated pro rata according to the number of days/hours they work as compared with a full-time employee.

Annual leave in excess of 15 consecutive bureau working days may only be taken by special arrangement with your immediate supervisor. Timing of all annual leave is subject to needs of the bureau and must be requested in advance.

Annual leave entitlement cannot be carried forward from one leave year to another.

The bureau will be closed on all public holidays and you are required to take such days as part of your paid leave entitlement if that is a day that would otherwise be a working day for you.

During your notice period you may be required to take any outstanding leave which will have accrued at the date of termination of your employment. If this is not practicable, salary will be paid in lieu of outstanding leave entitlement. Any amount owing due to annual leave which has been taken in excess of entitlement must be repaid to the bureau on leaving, and will normally be deducted from your final salary.

8. Notice to terminate employment

During your probation period, you must give one week's written notice.

Thereafter, you must give one month's written notice for the first four years of service.

After four years of service you must give two months' written notice to the bureau.

Until you have been employed for one month or more, the bureau is not required to give you notice to terminate your contract.

Thereafter, if the bureau wishes to terminate your employment sooner than the limiting event specified at clause 2, the bureau will give notice to you depending on the length of your service as follows:

One week's notice if your continuous employment with the bureau is one month or more and less than two years.

One week's notice for each full year of continuous service up to 12 years.

12 weeks' notice after 12 or more years of service.

Work during notice period

During the period of notice, the bureau may require that you hold yourself available to carry out such duties (if any) as the bureau may require but the bureau may suspend you from all or any of your duties and impose such restrictions on the carrying out of your duties, your activities, attendance at the bureau's premises, contacts with clients, staff, consultants, suppliers, donors and funders and otherwise as it shall think fit.

9. Pension scheme

You will be eligible to benefit from the employer's designated pension scheme. Details of the pension arrangements are [set out in the staff handbook/available from [name]].

10. Disciplinary procedure

Details of the bureau's disciplinary procedure are attached to this agreement. It is non-contractual for guidance only. A copy of the most current version may be obtained from the bureau manager.

If you wish to appeal the outcome of a disciplinary decision taken in relation to you, or a decision to dismiss you, you should do so in writing to the chair of the trustee board.

11. Grievance procedure

Details of the bureau's grievance procedure are attached to this agreement. It is non-contractual and for guidance only. If you wish to raise a grievance in connection with your employment you should raise it with your line manager.. A copy of the most current version can be obtained from the bureau manager.

12. Sickness absence

The bureau will pay Statutory Sick Pay ("SSP") to you in accordance with the relevant regulations where you are absent from work due to sickness or injury and you satisfy the necessary eligibility requirements of the scheme.

The bureau endeavours to maintain accurate records for absences due to sickness or injury. Accordingly, the following must be observed.

- i. Your immediate supervisor must be informed of any absence due to sickness or injury by **no later than 10.00am** on the first day of sickness or injury **and on each subsequent working day of absence until you have provided a GP's certificate**. You should state the reason for absence and the date on which you expect to return. You should not **simply leave a voicemail or email message or a message with a colleague**.
- ii. In the event of absence due to sickness or injury for seven days or less (including Saturday/Sunday) on return to work you must complete a self-certification statement.
- iii. You should keep the Bureau Manager fully informed of your progress and the expected duration of your absence.
- iv. In the case of absence due to sickness or injury for more than seven days (including Saturday/Sunday) you must obtain and submit to the bureau manager a doctor's certificate covering the period of absence. If the absence due to sickness or injury continues after the expiry of the certificate you must obtain from your doctor and submit to the bureau manager a doctor's certificate covering that further period of absence. You must ensure that sickness certificates are forwarded to the bureau to cover the entire period of absence. **If you fail to follow the notification and certification procedure described above, this may mean you are not eligible to receive sick pay, and may be grounds for involving the disciplinary procedure.**

The bureau may, at its discretion, require you to submit to an independent medical examination.

In some circumstances if you have had a long period of sickness absence, the bureau may allow you to return to work initially on reduced hours of work as part of a planned programme of rehabilitation. In these circumstances, your remuneration will be reduced pro rata according to the number of hours worked. Where possible and in consultation with you and your doctor a date should be set for a return to your normal contractual hours.

13. Subsistence

Subsistence and travelling expenses reasonably and properly incurred by you in the course of your employment and with the prior approval of your immediate supervisor will be reimbursed to you subject to you complying with the bureau's expenses procedure, and producing valid receipts.

14. Maternity leave and pay

All eligible employees' entitlement to maternity leave and pay will be in accordance with the statutory schemes.

15. Childbirth (paternity) leave and pay

All eligible employees' entitlement to paternity leave and statutory paternity pay will be in accordance with the statutory scheme.

16. Parental leave

All eligible employees' entitlement to parental leave will be in accordance with the statutory scheme.

17. Adoption leave and pay

All eligible employees' entitlement to adoption leave and pay will be in accordance with the statutory scheme.

18. Adoption (paternity) leave and pay

All eligible employees' entitlement to adoption (paternity) leave and pay will be in accordance with the statutory scheme.

19. Time off for dependants

You are entitled to exercise your statutory right to take reasonable unpaid time off to deal only with emergencies which are related to your dependants.

"Dependant" means your spouse, partner, child or parent, or a person who lives in the same household as you, but does not include tenants, lodgers and boarders.

The amount of time off you can take is only a reasonable amount of time to deal with an actual emergency. This will normally mean only a few hours, or a day or two at most. This leave must not be taken to provide ongoing support for dependants.

This leave is not available for events or circumstances that were known about in advance – annual leave should be booked for such events.

20. Time off for public duties

You are entitled to take time off work in order to perform certain public duties. If you wish to take time off to perform these duties, you must obtain the prior written agreement of your immediate supervisor.

Public duties include sitting as a magistrate or on a tribunal.

21. Jury service

If you are required to take time off work for jury service, you will be expected to claim juror's expenses.

22. Retiring age

There is no contractual retirement age in place.

23. Variations to the contract

Significant changes to this statement of terms and conditions are subject to prior consultation with you and the other employee(s) concerned. Any such changes will be notified in writing to you within one month of the operation of the change. This notification will be in the form of a note, not a fresh updated statement.

The bureau may make minor changes to this statement of terms and conditions by notifying employees.

24. Collective agreements

There are [no] collective agreements governing your terms and conditions of employment.

25. Confidentiality of information

You shall not use or disclose to any person either during or at any time after your employment with the bureau any confidential information about the bureau or affairs of the bureau (or any of its business contacts), or about any other matters which may come to your knowledge in the course of your employment. For the purposes of this clause **confidential information** means any information or matter which is not in the public domain and which relates to the affairs of the bureau (or any of its business contacts)

This restriction does not apply to:

(a) prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or

(b) a disclosure that has been authorised by the bureau, is required by law or by your employment".

26. Employee obligations

You shall not, at any time during your employment, unless with prior agreement from the bureau, refer clients from the bureau to yourself to use any advice services you may offer privately.

27. Political impartiality

It is a condition of employment at the bureau that all employees remain politically impartial in the course of their work, and do not engage in any political activity outside of their employment which would conflict with the aims and principles of the Citizens Advice service. For more information employee's are referred to the organisation's political impartiality policy. A copy of the most current version can be obtained from the bureau manager.

Please sign and return to me the enclosed copy of these terms and conditions to confirm your acceptance of this offer.

Yours sincerely

I confirm that I accept the offer of the above appointment on the terms and conditions contained in this statement and the attached appendices.

Signed _____

Date _____

[I elect/do not elect to join the pension scheme (if applicable)].