

Carers' Centre Bath and North East Somerset

Terms & Conditions for Staff

1. Salary

- 1.1 Individual salaries are included in the contract for each position.
- 1.2 Salary will be paid monthly in arrears on or around 28th of the month by BACS.
- 1.3 Annual salary review in line with NJC, at the first meeting of Management Committee after the national rates have been published. This is tied to a cost of living increase, which is backdated to 1st April.

Annual salary increments, within appropriate salary scale to be paid from 1st April, subject to funding being available, and subject to the successful completion of the probationary period.

2. Pension

The Employers will contribute 5% of salary for contracted hours on a monthly basis into a designated stakeholder pension scheme. The employer's contribution will be offered to staff after 3 months continuous employment.

3. Hours

- 3.1 Full-time week is 37 hours per week excluding meal breaks.
- 3.2 Regular work hours will be set for each member of staff, with their line manager. Some work may be required outside this time, to attend evening or weekend meetings.
- 3.3 Time off in lieu will be given for approved overtime. A maximum of 28 hours may be built up but any time accrued must be used within 8 weeks. It may be taken as part or whole working days, but the approval of the line manager must be sought before taking any accrued time.

4. Probationary Period

- 4.1 All new staff will undergo a Probationary Period for a minimum of 13 weeks. An induction program will be provided during this probationary period to support and guide the new employee and monthly supervision by the line manager will be provided. There will be a formal review of performance at 13 weeks at which, if deemed necessary by the Employers, this period may be extended for a further period of 13 weeks. Notice of one week may be given in writing by either the Employer or the

Employee during the Probationary Period.

- 4.2 If performance is not satisfactory at the end of the 13 week probationary period the Employee will be given support and the opportunity to improve during an extended probationary period. At the end of this extended probationary period a further review of performance will be conducted. If a satisfactory improvement is not achieved during the extended Probationary Period then one week's notice of termination of employment may be given. The formal *Disciplinary & Grievance Procedures* referred to in paragraphs 13 & 14 do not apply to employees serving a Probationary Period.
- 4.3 If the Employer considers that an Employee's conduct constitutes gross misconduct during her/his probationary period she/he will be summarily dismissed without formal notice and payment in lieu of notice will not be made. Examples of gross misconduct are contained in the *Disciplinary Procedures* set out in Appendix 1.

5. Illness

- 5.1 All Employees who are absent due to sickness must phone before 10am on first day to inform their line manager.
- 5.2 If the absence lasts for 4-7 days the Employee must complete a self-certification form (*DSS form SC2 to be attached to staff sickness file*). If the absence extends for more than 7 calendar days a doctor's certificate is required. The Carers' Centre reserves the right to request a doctor's medical certificate from an employee who has repeated short term self certified absences.
- 5.3 Payment during sickness absence is as follows if the requirements in paragraph 5.1 and 5.2 are fulfilled. Employees are entitled to up to 20 working days sick leave, consecutively or in aggregate in any period of 12 months, on full pay, and 20 working days on half pay, in their first year after successful completion of the Probationary Period. Any payment within the Probationary Period is at the discretion of the Management Committee. The entitlement will increase to 40 working days on full pay and 40 working days on half pay after 2 or more year's continuous service.
- 5.4 If sickness absence exceeds the periods described in paragraph 5.3 Statutory Sick Pay will be paid where national insurance contributions reach the appropriate level.
- 5.5 Employees should notify their line manager as soon as possible if they are sick while on annual leave so that the absence is recorded as sick leave rather than holiday leave and they must provide a doctor's certificate to cover that period.

6. Annual Leave

- 6.1 The Annual leave year runs from 1st April to 31st March.
- 6.2 Employees are entitled to 23 days annual holiday (or pro rata for part-time staff), plus public holidays. Where a part-time member of staff does not normally work on the day of the week when a Bank Holiday falls, they are entitled to take time off in lieu

subject to the line manager's agreement and minimum effective staffing levels being maintained.

- 6.3 Annual leave allowance increases 1 day in each leave year to a maximum of 28 days, provided the employee has been in employment for at least 6 months at 1st April. Maximum of 3 weeks leave to be taken at any one time, subject to the discretion of the line manager and/or Management Committee.
- 6.4 A maximum of 5 days may be carried forward but must be used by 30th April, other than in exceptional circumstances as agreed by the line manager and/or Management Committee.
- 6.5 Leave to be approved by the line manager in advance in writing at least 1 week ahead.
- 6.6 At termination of employment, accrued holiday will be paid pro rata. Carers' Centre reserves the right to recover payments made for any holidays in excess of entitlement due on termination.

7. Maternity Leave / pay

- 7.1 Maternity leave of 52 weeks (26 weeks Ordinary Maternity Leave and 26 weeks Additional Maternity Leave) with the right to return to work is available to all women regardless of the length of service. Women may choose when to start the maternity leave but it may not be earlier than 11 weeks before the baby is due nor later than the birth. The employee must notify her line manager of her pregnancy by the 15th week before the expected week of confinement.
- 7.3 Time off with full pay will be granted for attendance at antenatal clinics.
- 7.4 All contractual rights continue throughout both the Ordinary and the Additional Leave periods.
- 7.5 Statutory Maternity Pay (SMP) is payable for 39 weeks regardless of length of service when the *Employee's* earnings exceed the lower earnings limit for National Insurance. This is payable as follows:-
 - (a) For staff with less than one year's service:
 - 6 weeks at 90% of salary
 - 33 weeks at SMP (currently £108.85 per week) unless her salary is less than SMP.
 - (b) For staff with more than one year's service at the 11th week before the Expected Week of Confinement:
 - 6 weeks on full pay less SMP
 - 12 weeks at half pay, plus SMP
 - 21 weeks at SMP unless her salary is less than SMP.
- 7.6 The remaining 13 weeks of Additional Maternity Leave are unpaid.

8. Special Leave

Person Sharing Parental Responsibility

- 8.1 Two working weeks leave on full pay around the time of the birth with the agreement of the line manager without deduction from holiday leave entitlement. Time off without loss of pay to attend antenatal appointments.

Parental Leave

- 8.2 Employees with one years continuous service will be entitled to 13 weeks unpaid parental leave as follows:
- a) If she/he is the parent named on the birth certificate of each child born after 15/12/1999 and who is under 8 years old;
 - b) If she/he has after 15/12/1999 a child under the age of 18. This right lasts for 8 years from the date on which the child is placed for adoption or the child's 18th birthday whichever is the sooner;
 - c) If she/he has acquired formal parental responsibility for a child born after 15/12/1999 who is under 8 years old;
 - d) If she/he has a child in receipt of a Disability Living Allowance. This right lasts up to the child's 18th birthday.

The leave will be by arrangement with the line manager and in line with the *Employment Relations Act 1999*. This entitlement is in addition to paid leave in 8.1 above.

Adoption Leave and Pay

- 8.3 An *Employee* may take up to 52 weeks Statutory Adoption Leave (SAL) if she/he provides evidence from the adoption agency to support the request for SAL. The request should be made in writing at least 28 days prior to the start of the leave. No notice is required for return to work unless the *Employee* decides to return early when 56 days notice should be given. Adoption leave may be taken by either parent, but not by both. The parent not taking adoption leave is entitled to 2 weeks parental leave on full pay without deduction from holiday entitlement.
- 8.4 Statutory Adoption Pay (SAP) will be paid for up to 39 weeks either at £108.85 per week or 90% of salary whichever is the lesser. Entitlement to SAP depends on the *Employee's* earnings exceeding the lower earnings limit for National Insurance.

Carer Leave

- 8.5 Employees with responsibility for the care of dependants are entitled to up to 2 working weeks paid leave per annum, when problems arise within their health or care (with the agreement of their line manager).

Dependants Leave

- 8.6 All employees are entitled to take a reasonable amount of time off without pay by arrangement with the line manager and in accordance with the *Employment Relations Act 1999*. This leave is in addition to the paid leave described in paragraphs 8.5 above and 8.7 below.

Compassionate Leave

- 8.7 In any case of urgent personal distress, employees are entitled to up to 5 days on full pay, with the agreement of their line manager, which may be extended, with the agreement of the Management Committee.

9. Retirement Age

Normal Retirement Age is 65 years. The Administrator will notify the *Employee* 6 months prior to his/her 65th birthday that his/her employment will terminate on that date. If the *Employee* wishes to continue his/her employment beyond that date he/she must notify the line manager in writing within 3 months of his/her retirement date. This request will be considered by the Management Committee. If it is approved it will be reviewed on an annual basis.

10. Outside Activities

- 10.1 Management Committees' agreement to be sought in advance of taking public office (this includes magistrate, school governor, councilor, member of a regional or area health authority and other public duties set out in the *Employment Protection (Consolidation) Act 1978*). Reasonable time off will be allowed at the discretion of the Management Committee. Due regard will be given to how much time an employee has already been permitted for such duties and the effect the continuing absences will have on the running of the Carers' Centre. Employees will receive normal pay less any amounts that may be claimed for the time served.
- 10.2 Full time staff must obtain permission from the Management Committee if they engage in regular trade, business or paid occupation outside of the Carers' Centre.
- 10.3 Part time staff must inform the Management Committee of any conflict arising from regular trade, business or paid occupation outside the Carers' Centre and agree with the line manager procedures to avoid conflict of interest.

11. Termination

- 11.1 After the completion of the probationary period, all employees must give 4 weeks written notice of their intention to terminate their employment and are entitled to 4 weeks notice in writing of the termination of their employment. *Details of notice in the Probationary Period are set out in paragraph 4 above.*
- 11.2 Employees may be dismissed for gross misconduct, without formal warning, by the Management Committee without notice or pay (see *Disciplinary Procedure*).
- 11.3 For the purposes of calculating minimum statutory period of notice, and all other employment rights, any period of employment with the predecessor employer Wansdyke Volunteer Bureau will be fully taken into account.

12. Redundancy / Job Security

12.1 As much notice and consultation as possible will be provided to employees prior to any possible redundancy situation. When a redundancy situation arises appropriate notice will be given. The Statutory provisions of the *Employment Rights Act 1996* apply.

13. Disciplinary Procedure

13.1 Minor breaches of discipline or substandard performance will normally be dealt with by discussion between the individual and the line manager. Where they are of persistent or serious nature the disciplinary procedure will be invoked as set out in *Code of Conduct & Disciplinary Procedure Appendix 1*.

14. Grievance Procedure

14.1 Any grievances should be taken up with the line manager in the first instance. If the grievance is with the line manager the procedure set out in Appendix 2 is to be followed. If the grievance is not resolved within 1 working week the *Grievance Procedure* set out in Appendix 2 will be invoked.

15. Expenses

15.1 Claims to be submitted monthly with supporting receipts to be countersigned by line manager. In the case of a line manager a cheque signatory is required from the Management Committee.

15.2 Reasonable out of pockets expenses for travel and subsistence will be paid in accordance with scales issued by the Management Committee and reviewed periodically.

16. Carers' Centre Policies

16.1 All staff must work within the Aims and Objectives of The Carers' Centre and abide by its agreed policies. These policies are held at and may be seen at the main office at Riverside.

17. Training

17.1 Staff training needs for each employee will be discussed annually during a formal review with the line manager. Staff should be prepared to undertake any training appropriate to the post.