



## TERMS AND CONDITIONS OF EMPLOYMENT VIABLES COMMUNITY ASSOCIATION

This statement sets out Viabes Community Association's Staff Employment Policies, which form the basis of the Association's contract of employment. It should be read in conjunction with those policies and your Job Offer letter, which contains individual information tailored to your employment with the Association.

### DEFINITIONS:

**Viabes Community Association Hereafter: VCA or The Association**

### COMMENCEMENT OF EMPLOYMENT

There is a minimum 13-week probationary period for all staff of the Association. During this time, the minimum notice required on either side is two weeks. Rights to notice may be waived by mutual agreement.

No period of employment with a previous employer will count as continuous employment for the purposes of employment with Viabes Community Association.

### PAY

Salaries are payable monthly in arrears on the last day of the month. The Association will issue payments by BACS on the last working day of each month. The annual pay review date is 1<sup>st</sup> April.

### ANNUAL HOLIDAY AND HOLIDAY PAY

Please refer to the Holiday Entitlement Annexe for your own calculated holiday entitlement.

For full-time employees, holiday entitlement with pay is 30 days per annum inclusive of bank holidays which fall within the working week. This holiday entitlement is **2** days above the statutory amount to which employees are entitled under the Working Time Regulations. Part-time employees will be entitled to holiday with pay on a pro-rata basis. Employees must use all their *statutory* leave entitlement of **28** days by the end of each leave year. They may not carry forward unused statutory entitlement, nor will any payment be made *in lieu* of unused leave. They may carry forward the extra **2** days holiday entitlement to the next holiday year by arrangement with the line manager.

Employees must request leave by contacting their line manager and agreeing dates. The Association may at any time give notice (in accordance with the Regulations) of any days on which they may not take leave.

The Association's leave year runs from 1<sup>st</sup> January to 31<sup>st</sup> December. Employees joining after 1<sup>st</sup> December accumulate 2.5 days for each full month's employment after the first month. Part-time employees will accumulate holiday with pay on a pro-rata basis.

Employees leaving employment during the year are entitled to annual leave proportionate to the number of completed months' service. They are entitled to be paid for any leave that has been accrued but not taken, for each complete month of service during the leave year. Where this occurs, they will be paid for any accrued leave as part of the final salary. Employees are not entitled to pay in lieu for any other

untaken leave unless the Association has given prior approval. Any leave taken in excess of the pro rata entitlement will be recovered from the final salary.

### **Bank Holiday Pay**

As an employer, we currently include bank holidays within paid holiday leave for our employees. Options for those who work flexible days:

- Take the bank holiday as paid holiday leave and work the other 4/5ths
- Work full time and get paid the extra 1/5th
- Work full time and add time in lieu to the leave sheets

Employee choice needs to be recorded on leave sheets.

## **ABSENCE**

See Absence Management Policy for further details and procedures.

Notification of absence from work owing to illness or any other cause must be made at the earliest opportunity on the first day of absence direct to the line manager.

Employees are entitled to no more than ten days self-certificated absence in any rolling twelve-month period, including weekends. After this, all absence must be certified by a doctor or taken without pay. Absence of fewer than seven days must be supported by a self-certification form which covers the full period of absence. Absence Self Certification forms are available from the Association.

Absence of more than seven days must be supported by a Doctor's Certificate, (Fit Note), or taken as holiday.

To be eligible for SSP, an employee must:

- have an employment contract
- have done some work under their contract;
- have been sick for 4 or more days in a row (including non-working days) - known as a 'period of incapacity for work';
- earn an average of at least £123 per week;
- give you notice and proof of illness when needed.

Employees do not qualify for SSP if they:

- have received the maximum amount of SSP (28 weeks)
- are getting Statutory Maternity Pay or Maternity Allowance - there are special rules for pregnant women and new mothers who do not get these payments. (We will refer to the current government guidelines and law in this instance.)
- are off work for a pregnancy-related illness in the 4 weeks before the week (Sunday to Saturday) that their baby is due;
- were in custody or on strike on the first day of sickness (including any linked periods)
- are working outside the EU and you're not liable for their National Insurance contributions;
- received Employment and Support Allowance within 12 weeks of starting or returning to work for you.

## **Linked periods of sickness**

If an employee has regular periods of sickness, they may count as 'linked'. To be linked, the periods must:

- last 4 or more days each
- be 8 weeks or less apart

In this case, an employee is no longer eligible for SSP if they have a continuous series of linked periods that lasts more than 3 years.

Employees may be able to apply for Universal Credit or Employment and Support Allowance (ESA). They use form SSP1 to support their application and we will provide them with this form either:

- within 7 days of their SSP ending, if it ends unexpectedly while they're still sick
- on or before the beginning of the 23rd week, if their SSP is expected to end before their sickness does

If an employee does not qualify for SSP we will send them form SSP1 within 7 days of them going off sick.

An employee can appeal to HMRC if they disagree with this decision and the SSP1 form tells them how to do this.

Contractual annual leave will continue to accrue for up to 26 weeks during periods of sickness absence.

After the appropriate period of sick leave expires, the Employee will not be entitled to receive further sick pay from the Association.

When the expiry of the appropriate sick leave is imminent, and an Employee is still away from work due to illness or injury, the Association will ask the Employee when they are likely to return to work. If the Employee is unable to confirm their return to full health by the end of the appropriate sick leave period, and subject to completion of the Access to Medical Reports and the sick absence procedures, the Association may decide that the only reasonable conclusion is to terminate their employment.

The Association will give sympathetic consideration to applications from the Employee for an extension of the period of sick leave, with or without pay.

## **MATERNITY/PARENTAL/CARER LEAVE**

A pregnant employee who has given the Association proper notification of their pregnancy is entitled to reasonable time off with pay for antenatal care. All employees with children or dependants will be entitled to up to five days leave per annum on full pay should problems arise with the health or care of their children/dependants, which necessitate their being with them. Sympathetic consideration will be given to an extension of this leave depending on individual circumstances.

Maternity, adoption, paternity, parental, unpaid leave for emergencies and other statutory leave and payments will be accordance with an employee's statutory rights.

## **COMPASSIONATE LEAVE**

Up to five days compassionate leave on full pay will be given in consultation with the Centre Manager and the Trustees. The Association recognises the need to be flexible in cases of severe hardship and all

reasonable representation will be sympathetically received. Part-time employees will be entitled to compassionate leave on full pay on a pro-rata basis.

## RETIREMENT/PENSION SCHEME

The Association has no formal retirement age.

The Association provides a Workplace Pension through NEST pensions. As an employer, the Association must automatically enrol an employee into a pension scheme if they fulfil the following criteria:

- They are aged between 22 and State Pension age
- They earn at least £10,000 per year
- They work in the UK

*If an employee does not match these criteria, the Association is not compelled to enrol them by law but the employee may still join the pension scheme if they so wish. However, the Association does not have to contribute if gross earnings are as follows, or less:*

- £520 per month
- £120 per week
- £480 per 4 weeks

*(figures correct in March 2023 – refer to [www.gov.uk](http://www.gov.uk) for latest)*

When an employee is enrolled into the pension scheme, VCA undertakes to:

- pay at least the minimum contributions, in line with current requirements, to the pension scheme on time
- let the employee leave the pension scheme (called ‘opting out’) on request - and refund any money they have paid if they have opted out within 1 month of commencement.
- If the employee does decide to opt out, then VCA will:
  - Let the employee re-join the scheme at least once a year.
  - Re-enrol the employee once every 3 years if they are still eligible for automatic enrolment

### **As your employer, the Association WILL NOT:**

- encourage or force an employee to opt out of the scheme
- unfairly dismiss or discriminate against an employee for staying in a workplace pension scheme
- imply someone is more likely to get a job if they choose to opt out of the pension scheme
- close a workplace pension scheme without automatically enrolling all members into another one

If an employee becomes concerned about the way The Association is dealing with automatic enrolment or managing their workplace pension, they are advised to contact The Pensions Regulator.

<http://www.thepensionsregulator.gov.uk/individuals/reporting-a-concern.aspx>

## TERMINATION OF EMPLOYMENT

Employees who wish to terminate their employment with the Association are required to give four weeks’ notice in writing.

Should the Association wish to terminate their employment for reasons other than gross misconduct, they will be entitled to written notice as follows:

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- a) during the probationary period, two weeks
- b) thereafter and up to two years' service, four weeks
- c) thereafter an extra week's notice will be required for each full year of service up to 12 weeks' notice after 12 years' service.

#### **DISCIPLINARY AND GRIEVANCE PROCEDURE**

The discipline and grievance procedure is set out in the Association's Equal Opportunities Policy, which is appended.

#### **HEALTH AND SAFETY AT WORK**

Employees are reminded that they have a statutory duty to observe all health and safety rules and to take all reasonable care to promote the health and safety at work of themselves and their fellow employees. Wilful breaches of the health and safety policy will be dealt with through the disciplinary procedure.

#### **DATA PROTECTION**

Employees will be asked to agree that the Association may process personal data and sensitive personal data relating to them within the meaning of the Data Protection Act 2018.

#### **VARIATION IN TERMS AND CONDITIONS**

The Association will notify employees of any proposed variations to these terms and conditions and enter a period of consultation with the aim of reaching agreement. The Association reserves the right at the end of the period of consultation to vary the contract of employment if there is a business or substantial reason to do so.

**Reviewed Date: March 2023**

**To be reviewed: March 2024**