

XXX Triratna Centre
Written Statement of Employment
Particulars for Hourly Paid Staff

Name: <FULL NAME>

Period of Employment

You began this contract with TRIRATNA XXX on <START DATE>. Your previous employment **does** count as part of your period of continuous employment.

Fixed Term Contracts

Your employment is for a fixed term and expires on <FIXED TERM CONTRACTS ONLY>

Nature of employment

You are employed as: <JOB DESCRIPTION>

Your place of work is: <WORK PLACE>

You are not expected to work outside the UK.

The address of your employer is XXX. The phone number is: XXX; e-mail is XXX

Remuneration

Your pay will be <HOURLY RATE> per hour.

You will be paid at the end of the week for the week just worked. Tax and national insurance will be deducted if they are due.

Hours of Work

Your total hours of work are _____ per week. The actual days and times of work will be variable, as required, usually over no more than 5 days.

During an eight-hour day, a one-hour unpaid meal break will be provided. If you work four or more hours in a day, at least a 20 minute paid break will be provided during your work time; any additional break time will be at the discretion of the supervisor.

If you agree to work overtime (ie. more than _____ hours in a week, which is the usual hours for a full time worker in your shop) you will be paid at <OVERTIME RATE>.

If, for any reason, you cannot come to work as rota'd you should telephone the supervisor as soon as possible but within one hour of your work start time, indicating the reason why you are late or absent and when you expect to return.

Trial Period

There will be an initial trial period of _____ weeks. If, at the end of that time conduct and performance has been satisfactory, employment will be confirmed as running until the end date specified on page 1.

Paid Leave

You are entitled to four weeks paid leave per year, pro rata. Holidays should generally be taken as time off with holiday pay, rather than as extra income in a working week. Your leave year starts on your first day of employment and is divided into four thirteen-week reference periods. For each reference period you are entitled to 1.0 weeks' holiday. The timing of paid leave must be agreed in advance with your supervisor, taking into account both your preferences and the shop's needs.

During your first year of employment leave will be accrued on a monthly basis and may not be taken before it is accrued (unless exceptionally with the prior agreement of your supervisor). To ascertain the specific number of hours holiday that you have accrued in each reference period we first calculate your average weekly hours for that period. We then multiply your average weekly hours by 1.0 to produce the total hours of paid leave due for that reference period.

In your second and subsequent years of employment you may, with the prior agreement of your supervisor, take leave before it has been accrued. In this case we will use the procedure above except that we will use your contractual hours as the average weekly hours. Should there later be any discrepancy between your contractual hours and actual hours worked in a thirteen-week reference period we will adjust your paid leave accordingly. If, when you leave our employment, you have taken less leave than is due for the proportion of the leave year that you have worked, the balance will be included in your last week's pay (less any tax and NI due). If when you leave our employment, you have taken more leave than is due for the proportion of the leave year that you have worked, the excess will be deducted from your final pay.

Occupational Sick Pay

You are entitled to six weeks occupational sick pay per year (pro rata) at full pay. This is calculated on a rolling basis such that no more than one and a half weeks of occupational sick pay can be taken in any thirteen-week period. Any statutory sick pay you are entitled to whilst receiving occupational sick pay will be included within the occupational sick pay, ie. occupational sick pay is a 'top up' of any statutory sick pay entitlement .

To ascertain whether any occupational sick pay is due we first check whether in the previous 13 weeks of employment (or as many weeks have been worked so far if less than thirteen weeks) one and a half weeks (pro rata) occupational sick pay has already been taken.

If occupational sick pay is due we then ascertain your average weekly hours worked over the previous 13 weeks of employment - or as many weeks have been worked so far if less than thirteen weeks. We do this by dividing the total hours worked in the reference period by thirteen (or the number of weeks worked so far if less than thirteen). This average is then your weekly hours for occupational sick pay purposes for this period of sickness.

If you are not due any further occupational sick pay you will continue to receive any statutory sick pay to which you are entitled.

If you cannot come to work due to ill health you must telephone the supervisor as soon as possible but within one hour of your work start time, indicating the reason why you are absent and when you expect to return. If you are off work for more than three working days due to

sickness, you must provide a doctor's certificate to continue to receive occupational and/or statutory sick pay.

Pensions

Need to clarify this: our charities are no longer exempt from offering pension scheme

Trade Union Agreements

There are no collective agreements with Trade Unions that affect the terms and conditions of your employment.

Termination of employment

After one month's employment, you will be required to give us two week's notice of intention to leave.

You will be entitled to two week's notice, or payment in lieu of notice, from the start of your employment up to the end of your third year of employment. From the beginning of your fourth year, you will be entitled to one additional week's notice for each further year of continuous employment, up to a maximum of twelve weeks' notice, but the minimum notice of your intention to leave employment will remain two weeks.

Data Protection

Personal data in the form of contracts, pay, holiday, sickness and absence records are held at our office at the London Buddhist Centre. This includes computerised records of your payslips, tax and national insurance contributions. Your supervisor will also retain a copy of your contract and records of holidays, sick days and absences. Records of any disciplinary action taken will also be held, subject to the provision for an expiry period as outlined above. The payroll and personnel team in Cambridge, your shop visitor and, (where appropriate), your supervisor will have access to these in the performance of their duties as managers and/or personnel staff.

Disciplinary Procedure

The company rules regarding discipline and an outline of the definition of satisfactory conduct and performance is displayed on the staff notice board.

The aim of the company's disciplinary procedure is to encourage improvement in individual conduct. This procedure sets out the action that will be taken when an employee's conduct or performance does not meet reasonable expectations of behaviour at work. The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues.

Before taking any disciplinary action your supervisor will make every effort to resolve the matter by informal discussions with you. Only where this fails to bring about the desired improvement will the formal disciplinary procedure be implemented.

General Principles of the Disciplinary Procedure

No disciplinary action will be taken until a matter has been fully investigated. At every stage you will have the opportunity to state your case before any decision is arrived at or action is taken. At any disciplinary meeting you may be accompanied, if you wish, by another member of staff or your union representative. You have the right to appeal against any disciplinary penalty and should be informed how to do so.

The Procedure

(1) Formal Verbal Warning

If, despite informal discussions, your conduct or performance does not reach acceptable standards you will be asked to attend a first stage disciplinary meeting. You will be notified in advance of the meeting of the reason for this. You may be accompanied at the meeting by

another member of staff or union representative if you wish. During the meeting you will be invited to present your version of events. If, after hearing your version of the events, your conduct or performance is still felt to be unsatisfactory, a formal verbal warning will be given by your supervisor. You will be told again the reason for the warning, that this is the first stage of the disciplinary procedure, that you have a right to appeal against the outcome of the meeting and how to do so. You should be made aware in what way your behaviour does not accord with what is expected of you as an employee and that should you continue to behave in this way you are ultimately at risk of being dismissed.

A note of the meeting and of the warning given will be recorded. The warning will be disregarded after six months satisfactory service.

(2) Written Warning

If the misconduct is serious, or there is no improvement in your behaviour, or further misconduct occurs, you will be asked to attend a second stage disciplinary meeting. You will be notified in advance of the meeting of the reason for this. You may be accompanied at the meeting by another member of staff or your union representative if you wish. During the meeting you will be invited to present your version of events. If, after hearing your version of the events, your conduct or performance is still felt to be unsatisfactory, you will be told in what way your behaviour is not in accord with what is expected of you as an employee and that you will be sent a written warning. This will state the reason for the warning, that this is the second stage of the disciplinary procedure, that you have a right to appeal against the outcome of the meeting and how to do so. It will also state that if there is no improvement within a specified period then a final written warning will be given and that you are ultimately at risk of being dismissed.

A note of the meeting and of the warning given will be recorded. The warning will be disregarded after one year's satisfactory service.

(3) Final Written Warning

If your conduct or performance remains unsatisfactory, or if your misconduct is sufficiently serious to warrant only one written warning, then you will be asked to attend a third level disciplinary meeting. You will be notified in advance of the meeting of the reason for this. You may be accompanied at the meeting by another staff member or your union representative if you wish. During the meeting you will be invited to present your version of events. If, after hearing your version of the events, your conduct or performance is still felt to be unsatisfactory, you will be told in what way your behaviour is not in accord with what is expected of you as an employee and that you will be sent a final written warning. This will state the reason for the warning, that it is the third stage of the disciplinary procedure, that you have a right to appeal against the outcome of the meeting and how to do so. It will also state that any recurrence or further misconduct within a specified period will result in dismissal.

A note of the meeting and of the warning given will be recorded. The warning will be disregarded after eighteen months satisfactory service.

(4) Dismissal

If there is no satisfactory improvement within the specified period, or if further serious misconduct occurs then you will be dismissed. You will either receive notice as per the terms stated in your contract or payment in lieu of notice.

Gross Misconduct

If it is alleged that you have committed an offence of gross misconduct you will be suspended immediately on full pay whilst the allegation is investigated. You will be told why you have been suspended. The investigation should include an invitation to you to present your version of events. At any meeting you may be accompanied by another member of staff or your union representative if you wish.

Gross misconduct would include behaviour such as theft, fraud, deliberate falsification of company documents, violent assault on another person, deliberate damage to company property, sexual or racial harassment, being unfit for work due to alcohol or illegal drugs, inappropriate or offensive behaviour towards customers and other staff, gross negligence or gross insubordination – this list is not exhaustive.

If, after investigation, we find that you have committed an offence of gross misconduct the normal consequence will be immediate dismissal with no notice or payment in lieu.

Appeals

If you are dissatisfied with any disciplinary decision that affects you, you should appeal in writing within five working days to XXX:

Name:

Address:

Either XXX or another senior manager who was not involved in the original disciplinary action will hear the appeal and decide the case as impartially as possible. This appeal hearing should include an invitation to you to present your version of events. At any meeting you may be accompanied by another member of staff or your union representative if you wish.

Grievance Procedure

The aim of our grievance procedure is to provide employees with the means to resolve grievances in a fair manner.

If you have a grievance about your employment, you should first raise it verbally with your supervisor.

Name:

They should give you a formal reply within five working days; if the reply is initially given verbally it will be confirmed in writing.

If the reply you receive does not satisfactorily resolve the grievance, you should detail the grievance in writing. The written grievance will then be submitted to the shop visitor (as above).

If the matter is not resolved satisfactorily within ten working days, you may choose to appeal to a member of the Management Forum, who will give a decision within fourteen working days. This decision will be final. The Management Forum can be contacted at XXX (as above).