

Notes to aid completion of the “Written Statement of Terms and Conditions of Employment” document.

Please download immediately prior to use from this link: <https://www.methodist.org.uk/for-churches/employees-and-volunteers/lay-employment-resource/5-employment-contracts/downloadable-templates-written-statement-of-terms-letters-policies/>

I am using the same numbers below as on the document so if there are no comments, the number does not appear below.

2. Date of commencement of employment in this post

A Variable hours contract is one where the hours change week to week and the employee would need to be told of this on a regular basis. This is different from flexible working which means the employee works the same number of hours each week but in a different pattern: this is what we are used to in the Church.

Be clear what your contract is and delete the wording which is inappropriate.

3. Continuous Employment.

Employment in a similar job in another circuit does not count as Continuous Employment, nor from Circuit to District or vice versa, unless the employee is TUPEd across. In other words, continuity of employment only counts within the same employment entity, e.g. moving to a different department for the same employer. Therefore Church, Circuit and District are all different employers. However, we do have an historic example where employees were moved from District to Circuit under a TUPE agreement which would count, but only for the same person doing the same role with the same terms and conditions.

4. Place of work.

If this is other than home, an employee cannot claim travel from home, only from their place of work onwards. The place of work does need to be a genuine place of work, rather than a nominally named place, which does not have suitable working conditions available.

5 Probationary Period

There is a new section on the Methodist Church website which includes a Probationary Review Form template:

<https://www.methodist.org.uk/for-churches/employees-and-volunteers/lay-employment-resource/8-key-policies-and-guidance-documents/probationary-periods/downloadable-templates-probationary-policy-and-probationary-review-form/>

As a LESC, we do recommend a 6 month probationary period, as if the post is only a few hours per week, 3 months can soon pass and is too soon therefore to make a decision on completion or not.

6. Remuneration

Please consult your treasurer as to the process and date of pay each month.

7. Hours of work

Normally lunch-time is unpaid. Workers have the right to one uninterrupted 20 minute rest break during their working day, if they work more than 6 hours a day. This could be a tea or lunch break. The break doesn't have to be paid - it depends on what you put in their employment contract.

8. Working Time Regulations

Please leave this as it is, don't amend as it is a matter of law.

9. Overtime

Normally, overtime is not payable in church life.

11. Annual Leave Entitlement

The first clause (b) is simpler!

To work out (c) go to: <https://www.gov.uk/calculate-your-holiday-entitlement/y/hours-worked-per-week>

For this it is important to know how many days the employee will be working across.

14. Sickness absence

Occupational Sick Pay (if provided).

If an employee under Option 2 takes off more than 15 days in a year, OSP will only be paid at the discretion of the employer. Hence of options One and Two, option two is less generous than option one.

15. Have a think as the employer what training should go in following "eg".

17. Ending the employment.

Under "from your Employer", this may be helpful:

The Statutory minimum notice is,

From employer: One week's notice if employed for at least one month. Then one week for each completed year up to a maximum of 12 weeks notice. So if employed for 5 years, 5 weeks' notice.

From employee: One week's notice if employed at least a month.

23. Residential Arrangements

Unless accommodation is provided, please remove this clause.