

Section III

CONDITIONS OF EMPLOYMENT

A. GENERAL OBLIGATIONS

Employees are expected to make service for Christ and humanity primary and their remuneration secondary. This implies that attempts will be made by the denomination to pay a regular and adequate salary, commensurate with the scale of living where an employee is requested to serve. In the application of policies the employing organisation will respect all statutory obligations including the deduction of appropriate income tax and national insurance contributions.

The term "dependant children" applies to children up to their 18th birthday.

B. CONTRACT OF EMPLOYMENT

Within two months of commencing employment a written statement containing the terms of employment will be issued to new employees.

Varying trial periods or internship apply to different categories of employees. On the successful completion of each period a formal contract of employment may be issued.

Ministers, Associates in Pastoral Care & Bible instructors are normally required to serve a one to two year internship. Teachers can anticipate a probationary period of one term. Office and institutional personnel may initially be employed for a period of up to three months before being offered regular employment.

C. WEEKLY HOURS OF WORK

The weekly hours of employment for all denominational employees are specified in their Contract of Employment.

D. NORMAL PERIOD OF NOTICE

If the employing organization wishes to terminate an employee's service the period of notice shall be in harmony with statutory requirements. Currently employees who have been continuously employed for one month or more receive

- One week's notice if employed continuously for less than two years;
- One week's notice for each year after two years of continuous employment up to a maximum of twelve weeks.

An employee wishing to terminate employment shall be expected to give notice as follows:

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| • Ministers, Associates in Pastoral Care | 3 calendar months |
| • Bible Instructors | 3 calendar months |
| • Teachers | 1 term |
| • Office & Institutional Personnel | 1 month |

E. HOLIDAYS

1. DURATION

All employees shall be entitled to four weeks annual holiday with pay after one year's service. If employment commences or terminates part way through the holiday year (January to December) the employee's entitlement to holidays during that year will be assessed on a pro-rata basis. Part-time workers holiday entitlement is based on the average number of hours worked over the preceding 13 weeks. Such holidays shall be in addition to statutory bank holidays.

2. SPECIAL EXCEPTIONS

Institutional employees shall be entitled to the above-mentioned holiday periods except where government regulations increase the holiday requirements for specific classes of employees.

3. ADVANCE PLANNING

As denominational organisations are required to maintain details of holiday dates, employees shall give a minimum of three months notice of dates to their employing organisation.

4. HOLIDAY ARRANGEMENTS

Employees shall be expected to arrange their holidays in consultation with the officers of their employing organisation. Interns and assistant field workers shall consult with their District Leaders before finalising holiday arrangements.

5. CONFLICT WITH RESPONSIBILITIES

Statutory public holidays may be taken on alternative days within one month where these conflict with an employee's responsibilities.

6. ACCUMULATION OF HOLIDAYS NOT ALLOWED

Employees are expected to take these periods each calendar year insofar as accumulation of holidays is not permitted from year to year.

7. OVERSEAS VISITS

Employees undertaking private overseas visits shall inform their employing organisation of such visits in advance, in case of any emergency while they are abroad.

F. ABSENCE FROM WORK

Under extenuating circumstances, salaried employees may be permitted to be absent from work without deduction of salary at the discretion of the officers of the employing organisation. Wherever possible prior arrangement should be made with the officers of their employing organisation. (See also under Urgent Family Leave).

G. LEAVE OF ABSENCE

1. CONDITIONS TO BE CLARIFIED

An employing organisation granting leave of absence to an employee shall clearly define the conditions and terms of the leave of absence and communicate these to the employee in writing. These shall include the length of the leave of absence; any financial assistance; and the responsibility if any, of the employing organisation to re-employ the employee. Other denominational organisations shall not employ such an employee without clearance from the organisation granting the leave. The employee's credential/license is not ordinarily withdrawn but is usually not renewed during any leave of absence. Six months prior to the end of the agreed terms, the beneficiary is obliged to reapply for employment.

2. APPROVAL BY EMPLOYING ORGANISATION

Leave of absence must be approved by the Executive Committee of the employing organisation.

3. CRITERIA

Leave of absence may be considered where an employee plans to cease denominational employment temporarily for the following reasons:

- (a) To pursue an approved course of study.
- (b) For a specified period to engage in an approved line of work for the widening of experience.

Any other reason than (a) or (b) above must be approved by the British Union Conference Committee.

4. CONDITIONS

Leave of absence implies but does not guarantee re-employment in denominational service and may include financial support by the employing organisation.

H. STUDY LEAVE

1. DEFINITION

Study leave shall be defined as a leave from regular denominational service granted exclusively for study purposes on a basis agreed to by the employee and the organisation.

2. CONDITIONS

- (a) The leave is specifically for study purposes.
- (b) The leave is for a specific period of time.
- (c) The employee agrees to return to continue service with the granting organisation upon completion of the study leave.
- (d) The granting organisation agrees to grant the beneficiary of study leave full-time employment upon completion.

3. PROCEDURES

- (a) The terms of the leave are approved by the Executive Committee of the employing organisation.
- (b) The employees agrees in writing to the terms of the leave.
- (c) The granting organisation continues to issue a credential/licence to the beneficiary.
- (d) After action by the Union Committee, the request for study leave, whether from an institution or an individual, shall be sent by the Union with appropriate supporting documents and background information to the TED Education Director who will present the request to the relevant TED Committee(s) for consideration.

4. CONTRACT

A contract shall be prepared by the TED/BUC Education Director and this shall specify whether or not pensionable service credit is to be granted for the period of study.

I. INSURANCE

1. VEHICLE INSURANCE

It is required that each employee using an authorised vehicle provides fully comprehensive insurance cover which allows business usage for that vehicle.

2. EMPLOYEE TRAVEL INSURANCE

All employees are responsible for ensuring that adequate travel insurance, including accident and illness cover is secured before travelling abroad including the Republic of Ireland on work assignments. This may be obtained through the services of Adventist Risk Management.

When in response to an official service request travel is arranged via the Division office adequate insurance will automatically be included in the package and the expense will be charged to the calling organisation when it is paying for the travel. However, when employees make their own travel arrangements they must take out adequate insurance at their own expense. Denominational employers will not accept responsibility for expenses arising out of a failure to follow this requirement.

J. DELAYS IN SELLING OR PURCHASING PROPERTY

Employees whose contract of employment indicates that they will be moved from time to time from one location to another shall recognise that the purchase and sale of a property shall not be regarded by an employee as a legitimate or necessary reason for declining or delaying a transfer from one district to another when requested to do so by the employing organisation.

K. TERMINATION OF EMPLOYMENT

The following arrangements may be made for employees at the time of termination of denominational service:

1. REDUNDANCY ALLOWANCE

Employees with two or more years of continuous denominational employment, who meet the government redundancy requirements, shall receive redundancy payments in accordance with government regulations. These payments shall not exceed the weekly ceiling established in the government regulations.

2. RETENTION OF RETIREMENT PENSION ENTITLEMENT

Employees leaving employment before their normal retirement date after completing two years' qualifying service will be entitled to a preserved pension payable from normal retirement date in accordance with the trust deeds and rules of the Seventh-day Adventist Retirement Plan.

Where such employees leave pensionable service at least one year before normal retirement date, instead of leaving their preserved benefits in the Seventh-day Adventist Retirement Plan, they may transfer the cash equivalent of their preserved benefits to their new UK employee's scheme, provided he/she is willing and able to accept it, or to a personal pension scheme of their choice, or to an individual insurance policy in their own name (known as a *buy-out* policy).

3. RECORDING OF INFORMATION

Details of the termination arrangements shall be

- (a) Recorded in the employing organisation and the BUC minutes.
- (b) Entered on the employee's personal record of employment.
- (c) Sent in writing to the employee by the secretary of the Conference/Mission/Institution with a copy to the BUC Secretariat.

4. FILING OF SERVICE RECORDS

Original service records for employees who have ceased denominational employment shall be lodged with the BUC Executive Secretary.