

# BUC Policy - Section 3

## CONDITIONS OF EMPLOYMENT

(revised Mar 2018)

### A. GENERAL OBLIGATIONS (revised Jun 2017)

Employees are expected to uphold the ethics and values of the Seventh-day Adventist Church. In the application of policies, the employing organisation will respect all statutory obligations including the deduction of appropriate income tax and national insurance contributions.

### B. CONTRACT OF EMPLOYMENT (revised Mar 2017)

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 will be issued.

Ministers, Associates in Pastoral Care & Bible instructors are normally required to serve an internship of up to two years. 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 (revised Sep 2008)

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

### D. NORMAL PERIOD OF NOTICE (revised Jun 2017)

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 12 weeks, or as specified in the contract of employment.

An employee wishing to terminate employment shall be expected to give notice as follows, or as specified in the contract of employment:

- Officers & Directors 3 calendar months
- Ministers, Associates in Pastoral Care 3 calendar months
- Bible Instructors 3 calendar months
- Teachers 1 term
- Office & Institutional Personnel 1 month

The employer reserves the right to waive the notice period at its discretion.

### E. HOLIDAYS (revised Jun 2017)

#### 1. DURATION

All employees shall be entitled to four working 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 employees' 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 notice period equal to twice the length of time they are requesting.

**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, subject to the approval of their line manager.

**6. ACCUMULATION OF HOLIDAYS**

Employees are encouraged to take these periods each calendar year. However, in consultation with the employing organisation, up to eight (8) days may be carried forward to the next calendar year. In addition, holiday lost due to sickness, or maternity leave, etc. may be carried over.

**F. ABSENCE FROM WORK** (revised Sep 2008)

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** (revised Jun 2017)

**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, whether the leave of absence is pensionable, and the process by which the employee shall return to work.

**2. APPROVAL BY EMPLOYING ORGANISATION**

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

**3. CRITERIA**

Leave of absence may be considered 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.

## **H. STUDY LEAVE** (revised Mar 2017)

### **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, including whether or not pensionable service credit is to be granted for the period of study, are approved by the Executive Committee of the employing organisation.
- (b) The employees agree 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.
- (e) A contract shall be issued confirming the terms of the study leave.

## **I. INSURANCE** (revised Jun 2017)

### **1. VEHICLE INSURANCE**

Each employee claiming mileage expenses should ensure that their vehicle is roadworthy and has fully comprehensive insurance 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.

## **J. DELAYS IN SELLING OR PURCHASING PROPERTY** (revised Sep 2008)

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** (revised Mar 2017)

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**

Members of the Seventh-day Adventist Retirement Plan who leave employment before their pension eligibility date, will be entitled to a preserved pension in accordance with the trust deeds and rules of the Seventh-day Adventist Retirement Plan.

Members of the Seventh-day Adventist Group Personal Pension scheme who leave employment retain their pension investment and may continue to contribute to this in any new employment.

## **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.

# **L. EMPLOYEES IN ELECTED POSITIONS** (revised Jun 2015)

Employees who are elected to serve as an officer, departmental director or sponsor have a tenure of office for the term in which they are elected. The length of the term of office is defined in the constitutions of the Union, Conferences and Missions and runs from the time of election until the next session.

If, during the term for which an employee was elected, such employee is unable to fully discharge his/her work responsibilities, the executive committee of the employing body or appointing entity shall have the authority to effect termination of employment of such employee before expiration of the term for which he/she was elected.

All employees in elected positions will be given formal notice of the conclusion of their employment, in the elected position, three months prior to the date of the session and conclusion of their term of office.

### **SALARY SUPPORT**

When the term of office concludes, and the employee wishes to continue in denominational employment, an employee formerly in an elected position will receive salary support for a period up to three months at the most recent rate and percentage of time worked while a suitable alternative position / assignment is sought within the British Union territory.

For ministerial employees an alternative assignment could be a pastoral district placement anywhere within the British Union, or an office-based role depending on what is available within the Union, Conference or Mission offices and for which the ministerial employee has the necessary skills.

For a non-ministerial employee, a role that is appropriate to the professional skills of the employee will be sought within the Union, Conference, Mission or Institution offices. Non-ministerial employees will also be encouraged to look for alternative employment outside of the British Union entities.

Additional salary support for up to a further three months may be given at a rate equivalent to that of an ordained pastor or at the most recent rate, whichever is lower, if no alternative position / assignment has been identified by the employing organisation or the individual employee, while they continue to seek to secure an alternative position / assignment.

If at the end of six months no alternative position / assignment has been identified by the employing organisation, or the individual, the individual's employment will be terminated.

If an appropriate alternative position / assignment is identified by the employing organisation and refused by the employee, the employer has the right to cease salary support and terminate the employment.