# Contract of Employment

Insert your logo here!

1. **Employer**

You are employed by the Parochial Church Council (“PCC”) of [name of Parish]

[Address of parish office / PCC secretary]

[Address]

[Address]

[Postcode]

1. **Employee**

[Name]

[Address]

[Address]

[Address]

[Postcode]

1. **Job Title**

Your job title is [job title].

You are accountable to [Manager’s job title].

The duties which this job entails are set out in the job description attached to this statement. The job description may from time to time be amended by the PCC and in addition to the duties set out you may be required to undertake additional or other duties as may be necessary, from time to time.

1. **Date of Commencement**

The date that your employment began was [date]

[This is a fixed term contract for a period of [number] months [years]. Notice is hereby given that this contract will terminate on [date] and no further notice will be given. The reason for this being a fixed term contract is INSERT REASON].

The date that your continuous employment began was [date].

1. **Probationary period**

You will have a probationary period of [three / six] months from the date of the commencement of your employment. During this probationary period your employment may be terminated by either the PCC or yourself by giving one / two weeks’ written notice or pay in lieu of notice. The probationary period may be extended at the absolute discretion of the employer if you are absent during the probationary period or if your performance is not satisfactory.

1. **Place of Work**

Your usual place of work is [place].

However, the right is reserved to change the location of this work base within a reasonable distance. You will be given a month’s notice of this change where it is possible to do so.

Although on occasions you may be required to work elsewhere, you will not be required to work overseas.

1. **Remuneration**

Your basic gross salary will be £[amount] per hour [annum].

You will be paid monthly, in arrears, by credit transfer into your bank or building society account. Payment will normally be made on the [day of month] day of each month (or the nearest working day).

1. **Hours of Work**

You are employed to work [full/part] time.

Your working hours are [35] hours per week, normally between the hours of [9.00am and 5.00pm Monday to Friday] or [by agreement with your manager or as directed.]

You may be required to work outside your normal working hours from time to time, including in the evenings and at weekends. The employer will give you as much notice as is reasonably possible. You will normally be given time off in lieu, with the prior agreement of your manager in respect of such additional hours worked.

1. **Holiday Entitlement**

You are entitled to [20] days holiday per year [pro rata].

In addition, you are entitled to public holidays [calculated on a pro rata basis].

The holiday year runs from [1st January to 31st December].

Where you are employed for part of a holiday year only - either on commencement or termination of your employment - you will be entitled to paid holiday pro rata to the number of complete calendar months worked by you in the relevant holiday year, subject to the total being no less than the statutory minimum. On the termination of your employment, where you have taken more or less than your holiday entitlement an adjustment based on your normal rate of pay will be made to your final pay. The adjustment will be either by way of an additional payment where you have taken less than your entitlement or a deduction if you have taken more than your entitlement.

[Part time employees receive their holiday entitlement on a pro rata basis.]

1. **Sickness Absence**

If you are absent from work because of illness, you must inform your manager by 9-30am on the first day, specifying the reason for your absence.

Self-certification [in the form provided] is required for absences lasting a maximum of 5 working days after which a Doctor's Certificate must be provided.

You are usually entitled to contractual sick pay at your normal salary for a period of time as follows:

[(If you have more than one year’s service,) you are entitled to receive your normal salary for four weeks in any 12 month period.]

Such payments will include any statutory sick pay you may be entitled to.

Thereafter, you may be entitled to statutory sick pay.

Payment of sick pay is conditional upon full compliance with the above procedures. Non-compliance with these rules may lead to the withdrawal of sick pay and may constitute a serious disciplinary offence.

Holiday entitlement continues to accrue during any sickness absence.

In cases of prolonged or intermittent sickness, the PCC reserves the right to take independent medical advice and to require you to be examined by an independent medical practitioner of the employer’s choice at any time (whether or not you are absent by reason of sickness or injury) and, where you agree, the doctor carrying out the examination may disclose to you and discuss with the employer the results of the examination.

1. **Absence due to Injury**

In the unfortunate event that you shall be incapable of attending to your duties by reason of injury sustained wholly or in part as a result of actionable negligence, nuisance or breach of statutory duty on the part of a third party, all payments made to you by the PCC under the sickness absence clause, shall to the extent that compensation is recoverable from the third party, constitute loans by the PCC to yourself which shall be repaid when and to the extent that you recover compensation for loss of earnings from the third party by action or otherwise.

1. **Pension**

The PCC operates a contributory pension scheme into which you will be auto-enrolled (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the PCC. Further details can be obtained from [insert name or job title].

[There is no pension provision associated with this contract due to the temporary nature of the employment].\*

\*NOTE: this can be used for appointments of less than three months but see <https://www.thepensionsregulator.gov.uk/en/employers/new-employers/im-an-employer-who-has-to-provide-a-pension/work-out-who-to-put-into-a-pension/employing-seasonal-or-temporary-staff>

1. **Termination of Employment**

The amount of notice you are required to give to terminate this contract is four weeks.

The amount of notice of termination of your employment you are entitled to receive is:

Service of less than five years - 4 weeks

Over Five years, but less than 12 years - 1 week for each completed year of service

Twelve years or more - 12 weeks

During the probationary period you or the Employer can terminate the contract giving one/two weeks’ written notice.

1. **Collective Agreements**

There are no collective agreements with trade unions or other employee groups affecting this employment. You will be informed of any changes to your terms and conditions in writing.

1. **Disciplinary and Grievance Procedures**

The disciplinary and grievance rules and procedures are enclosed with this Contract.

The disciplinary and grievance rules and procedures do not form part of your contract of employment.

The PCC reserves the right to suspend you on full pay for a reasonable period of time in order to investigate any allegation of misconduct or other disciplinary matter.

1. **Data Protection**

The PCC and its agents hold information relating to you which is subject to the Data Protection Act 2018 and the General Data Protection Regulation. By signing this Contract you consent to them processing, both manually and by electronic means, your personal and sensitive personal data for the purposes of the administration and management of your employment and/or the PCC’s business.

You shall make yourself aware of the PCC’s policies on data protection with regard to data processing undertaken by you in the course of your duties and act in accordance with those policies at all times. Failure to do so may result in disciplinary action being taken against you, up to and including dismissal.

1. **Deductions from Pay**

You hereby authorise the PCC and its agents to deduct from your pay (including holiday pay, sick pay and pay in lieu of notice) any amounts which are owed by you to the PCC.

1. **Return of property on Leaving**

On request, and in any event on termination of your employment for any reason, you are required to return to the PCC any property, including any keys, computer hard and software including discs and all documents in whatever form together with all copies (irrespective of by whom and in what circumstances such copies were made) which are in your possession or under your control.

1. **Garden Leave**

The PCC reserves the right to place any Employee on Garden Leave with pay for a reasonable period of time whilst suspended from duty in order that an investigation takes place, or alternatively during a notice period. During this time the PCC may require the Employee to stay away from their place of work and to refrain from some or all of their duties or other employment.

1. **Rules, Policies and Procedures**

You must comply at all times with the PCC’s rules policies and procedures as amended from time to time

I accept the terms and conditions of this employment as stated above.

Signed by Employee: Date:

Signed by Employer: Date: