**CHURCH NAME**

**ADDRESS**

**STATEMENT OF PRINCIPAL TERMS AND CONDITIONS**

**OF EMPLOYMENT**

In addition to this statement, your appointment is subject to local procedures, local agreements, and policies as determined from time to time by the Parish. Any changes to details of your employment, such as hours, place of work etc., will be discussed with you and, after appropriate individual consultation, confirmed in writing.

**1. PERSONAL DETAILS**

***Full Name:***

***Title:***

***Address:***

**2. POST DETAILS**

***Post Title:***

***Salary: £ Per hour***

***Date of appointment:***

***This is a Fixed Term Contract…… (Delete, or insert end date if relevant)***

***Date from which continuous employment is determined for statutory purposes*:**

**XXXXXX**

(This is always the start date unless the individual was previously employed by the Parish).

***Normal hours of duty (exclusive of unpaid meal breaks) are***: XXX hours per week

Your office hours are: Insert details

***Manager:*** For the purposes of these Terms and Conditions your manager will be Name [i.e., Incumbent] on behalf of the Parochial Church Council (PCC)/Parish.

**3. PROBATIONARY PERIOD**

You are employed initially for a probationary period lasting three months. During your probationary period, your work performance and progress will be assessed. You will be confirmed in post subject to satisfactory completion of the probationary period. The Parish reserves the right to extend the probationary period.

During the probationary period employment may be terminated by one week’s notice in writing by either party.

**4. LOCATION**

This post is based within [Parish(es) and address]

You may be required to work at other sites within the Parish on either a permanent, temporary, sessional, or rotational basis.

In order to ensure the ability to respond to changes in the needs of the service, the Parish reserves the right after appropriate individual consultation to vary location, duties and responsibilities.

**5. SALARY**

Your Salary will be £XX per hour.

This will be reviewed annually on Jan 1st.

Your salary is payable monthly on the XX of each month by direct credit transfer to your bank account.

**6. ANNUAL LEAVE**

The Parish annual leave year runs from XXX to XXX each year.

The full annual leave entitlement is 210 paidworking hours (including Bank Holidays) per year. This will be pro-rata for part-time staff.

(NB, the figure of 210hrs is based on an average working day being 7.5 hours in duration and a full working week being 37.5 hours. If the full times hours within your Parish are different to this, please liaise with the Diocese HR Team)

As you are contracted to work XX hours per week, your annual leave entitlement for a full leave year is XX hours per annum.

(To calculate the part time Annual Leave, please decide what full-time hours would be e.g. 37.5 per week then calculate using the formula;

 hours worked ÷fulltime hours = Δ

 then Δ x 210= amount of AL entitlement in hours)

Annual leave should normally be taken in the year in which it is accrued. If this is not possible, then (other than in exceptional circumstances, agreed with your manager) a maximum of 5 days’ entitlement (pro-rata for part time staff) can be carried forward into the following year. All leave carried forward must be taken by the 1st Jan in the following leave year.

If on termination of employment you have taken more or less than your annual leave entitlement, at the date of termination, then your final month's salary will be adjusted accordingly.

All leave must be agreed in advance with your manager.

**7. ABSENCE FROM WORK**

In the event of absence, you must notify your manager in accordance with Parish requirements.

In the event of your being sick and unable to undertake work a self-certificate must be submitted to your immediate manager to cover your absence from the first to the seventh calendar days of your absence due to illness.

GP certificates / fit notes must be sent to your manager for any period of sickness absence lasting eight consecutive calendar days, or longer.

Sick Pay will be in accordance with the Government Statutory Sick Pay Scheme [Statutory Sick Pay (SSP) - GOV.UK (www.gov.uk)](https://www.gov.uk/statutory-sick-pay)

To request leave in times of urgent domestic crisis and other authorised leave please consult your manager.

**8. MEDICAL EXAMINATION/SCREENING**

At any stage of your employment, you may be required to undergo a medical examination to confirm your fitness to undertake your duties. This may include obtaining a written medical opinion, which will be under the Access to Medical Reports Act. Refusal to comply with such a request may put your continued employment at risk, and could result in your dismissal.

**9.       PENSION SCHEME**

Subject to your eligibility, you will be automatically enrolled in a contributary Pension Scheme (e.g., Nest)

**10. NOTICE OF TERMINATION OF EMPLOYMENT**

If you wish to terminate your employment with the Parish you are required to provide the following notice in writing:

1. One week during the first three months of employment (the probationary period).

Thereafter:

1. Four weeks’ notice.

The Parish must give you the following period of notice to terminate your employment:

1. One week during the first three months of employment (the probationary period).

Thereafter:

1. Four weeks’ notice up to four years’ continuous service
2. Five weeks’ notice on completion of five years’ continuous service
3. Thereafter, one additional week’s notice for each further complete year of continuous service, up to a maximum of 12 weeks.

There is NO entitlement to notice in the event of summary dismissal.

**11. GRIEVANCES AND DISPUTES**

The Parish will address grievances and disputes in a timely and professional manner. Further guidance on grievance processes can be found at [Acas | Making working life better for everyone in Britain](https://www.acas.org.uk/)

**12. ISSUES OF CONDUCT**

The Parish will address issues of Conduct in a timely and professional manner. Further guidance on Disciplinary can be found at [Acas | Making working life better for everyone in Britain](https://www.acas.org.uk/)

**13. HEALTH AND SAFETY**

Under the provisions contained in the Health and Safety at Work Act 1974, the Parish undertakes to ensure as far as is reasonably practicable the health, safety, and welfare at work of all its employees.

It is the duty of every employee to:

i) Take reasonable care of themselves and for others at work

ii) To co-operate with the Parish as far as is necessary to enable them to carry out their legal duty

iii) Not intentionally or recklessly to interfere with anything provided, including personal protective equipment, for health and safety or welfare at work.

1. To advise the Parish promptly of any injury sustained whilst at work or sustained elsewhere that might affect your ability to carry out the duties and responsibilities of your role.

# 14. ADDITIONAL WORK

You are required to disclose any additional work you undertake or are planning to undertake for another employer. The Parish will permit you to undertake this additional work providing that this does not conflict with the interests of the organisation, performance of your normal duties or with the requirements of the Working Time Regulations.

**17. TIME OFF IN LIEU**

Where you are required by the Parish, to work additional hours to meet the needs of the service, you may, with the prior agreement of your manager take time off in lieu (TOIL).

Pre-approved additional hours worked will be compensated by TOIL at normal rates.

TOIL needs to be carefully recorded, and approved by your line manager.

**18. TRAVEL**

When travelling for the purposes of work is required travel costs will be reimbursed at rates determined by the PCC.

**19. NO-SMOKING POLICY**

You are not permitted to smoke in the workplace.

**20. CONFIDENTIALITY OF INFORMATION**

You may, as an employee of XXX, have access to or be entrusted with information that the organisation has deemed confidential. You shall not at any time during, or after the end of your employment disclose to any person, or make use of such confidential information, unless disclosure is expressly authorised by your employer.Misuse of or a failure to properly safeguard confidential data will be regarded as a disciplinary offence

Information must not be given to representatives of the media on any subject concerning those who work within the parish without the written authority of the Parochial Church Council. Unauthorised disclosure of information to the media will be regarded as a disciplinary offence.

However, should you wish to make a disclosure under the Public Interest Disclosure Act 1998 ("PIDA") (or any other enactment which PIDA amends) please refer to the Diocese of Bristol Whistle Blowing policy. This policy is available through the Diocesan Website.

**21. DATA PROTECTION ACT**

Under the General Data Protection Arrangements of May 2018 all staff who have access to personal data whether on computer or other media are required to adhere strictly to the legal requirements for confidentiality.   This means information must not be passed on to unauthorised persons, that the individuals who share their information have the right to withdraw their consent, and that only personal data that is registered under the Act is processed. Breaches of these requirements may be considered in accordance with the disciplinary process.

The Parish takes all reasonable steps to ensure that the data it holds is accurate, complete, current, and relevant.  If you consider that data held on you is or may be inaccurate, or if you wish to have access to such data, please alert the PCC.

**22. SAFEGUARDING**

The Diocese of Bristol is committed to safeguarding and promoting the welfare of children, young people and vulnerable adults and expect all staff and volunteers to share this commitment. You will be expected to report any concerns relating to the safeguarding of children, young people, or vulnerable adults in accordance with agreed procedures. If your own conduct in relation to the safeguarding of children, young people or vulnerable adults gives cause for concern, the Diocese Allegations Management procedure will be followed, alongside implementation of the Disciplinary Procedure as required.

Manager

**23. DEDUCTIONS**

The Parish may deduct from salary, or other sums due to the employee:

(i) A day's or part day's pay for each day or part day of unauthorised absence.

"Unauthorised absence" means a failure to attend for work, unless the absence is due to:

* sickness absence which has been notified to the parish in accordance with this contract
* leave for which prior permission has been granted
* Genuine reasons outside the employee's control which are reviewed and found to be acceptable by the parish

(ii) The amount of any accidental overpayment to you.

(iii) The amount of any loan made to you for whatever purpose or the amount due to the parish under any agreement with you.

The PCC will notify you in writing of the details of any such deduction and provide you with copies of any supporting documents reasonably requested in connection with the deduction.

You will be consulted about the method of payment – either by deduction from your salary or by any other method which is acceptable to you – and about the period over which the recovery would occur, and every reasonable effort will be made to reach agreement with you on this. However, failing that, the PCC shall be entitled to deduct on the basis of what it considers to be reasonable.

**24. CRIMINAL RECORD CHECK – DISCLOSURE AND BARRING SERVICE**

Posts in regulated activity have an enhanced disclosure check carried out through the Disclosure and Barring Service. This may include a check against the two barring lists as part of the Vetting & Barring Scheme introduced from 12 October 2009. The DBS may also carry out standard disclosure checks through the Disclosure and Barring Service and basic disclosure checks through Disclosure Scotland as appropriate to the post.

At any time in your employment, the Parish reserves the right to request a full Disclosure Check through the Disclosure and Barring Service. All information will be treated in confidence. Where a criminal record is disclosed, it will not necessarily prevent you from continuing your employment with the Parish, however the appropriate action will be taken to consider the offence and you will be offered the opportunity to discuss the information disclosed with your manager. Where an offence impacts on your continued employment with the Parish, the Parish reserves the right to formally terminate your employment contract, following an appropriate investigation and disciplinary hearing.

Furthermore, you are required to formally notify the PCC (via your manager) and any appropriate regulatory/professional body if at any time during the course of your employment you are subject to any criminal investigation, conviction or proceeding that may lead to criminal action. Failure to comply with this requirement will be regarded as a disciplinary offence.

***Signed*** ..................................................................... ***Date*** ....................................

***Designation:*** **Manager**

***On behalf of the Parochial Church Council***

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***Please do not detach***

**ACKNOWLEDGEMENT**

I acknowledge receipt and accept the contents of this Statement of Principal Terms and Conditions of Employment.

***Signed***...................................................................... ***Date****…………………………*

***Print Name***………………………………………………................................……….