Annex C

**Sample contract for parishes**

**Parish of NAME**

This contract incorporates a statement of the main particulars of employment as required by the Employment Rights Act 1996

1. Employee: Name

1. Employer: You are employed by the Parochial Church Council (PCC) of Name
2. Place of Work

Your place of work is Location. You may be required to work at other locations within the parish on a temporary or permanent basis.

[this is included in case they have a ‘roving’ role or if for some reason you have to use other accommodation on a temporary/permanent basis]

1. Post, Duties and Start Date

You are appointed as Name of post. The duties of this post are as set out in the Job Description. Your line manager is Name of post.

Your employment in this post began on Start date

[the date they took up their duties]

For the purpose of employment protection legislation your period of continuous service started on Date

[this would be the date they originally began working for you. If they had been working for you before in an employed capacity and there had been no break in service the date would be that of their starting their original job with you. NB Maternity leave does not count as a gap.]

[Include this next paragraph for Fixed-Term contracts only – otherwise delete]

This is a e.g. 12 month fixed term contract, though it may be extended by mutual agreement. Unless an extension is agreed this contract will run from Date to Date.

1. Probation

You will be on probation for X months. Your appointment will be confirmed by the PCC if your performance, attendance and conduct have been satisfactory. If you do not reach the required standard your appointment will be terminated by the PCC with the required notice. Your appointment may be terminated during the probationary period in the case of misconduct or if your service is unsatisfactory.

[This last sentence appears to be duplication but it covers problems that must be dealt with before the end of the probation period] [If the person has already been in post some time then this paragraph will clearly not apply and should be deleted]

1. Remuneration

Your rate of pay is Amount per hour or week or month or per annum payable Named interval e.g. weekly by Method e.g. Cash/Cheque/Directly into your bank account.

Pay will be subject to any deductions from your gross salary that the PCC may be obliged by law to make from time to time. In addition, for the purposes of Part II of the Employment Rights Act 1996, you hereby authorise the PCC to deduct from your salary any sums due to them, including any overpayments, loans or advances made to you by them.

* + 1. Accommodation

[include if accommodation is provided with the job and it is important that they reside there i.e. it is not just a ‘perk’, because it would then be liable to tax: otherwise delete]

It is necessary for the proper performance of your duties that you reside in accommodation provided by the parish at Location, such accommodation being provided for you for so long as you remain employed as the Name of post and/or until the appropriate notice period is given by either party as laid down in the Agreement attached to this contract. The Licence to reside in the premises is personal to you as the employee and is not assignable. Neither is the Agreement intended to establish any form of tenancy. [This assumes that you will have a separate document detailing the ‘minutiae’ of the arrangements]

During the period of occupancy, the PCC will pay those bills laid down in the Agreement.

* + - 1. Hours of Work

You will normally work on average for X hours per week, with times of work to be agreed with your line manager. If, by prior arrangement with your line manager, you are required to work hours in excess of your normal working week such additional hours will attract time off in lieu.

[add this next paragraph if this is a requirement, e.g. for a youth worker, – if not just use the first paragraph and delete this second one]

The nature of the post means that your working week will include weekends, but you will be entitled to two ‘days off’ in any week, the timing of which is to be agreed with your line manager.

* + - 1. Holiday Entitlement

You are entitled to 5.6 of your normal working weeks as paid holidays during the year, including bank and public holidays i.e. X days [or hours per annum if it is easier to express it that way because the amount does easily translate into days or their working week is comprised of days of different length], such absences to be taken by arrangement with your line manager.

[\*5.6 x average hours - this is the statutory minimum entitlement and covers bank holidays, but you can give more if you wish. You can break the figures down into ‘annual leave’ and bank holidays if you wish proved the grand total comes to at least 5.6 weeks]

If, on the termination of your employment, you have exceeded your accrued holiday entitlement, the PCC will be entitled to deduct the excess from any sums due to you, including payments of salary. If, on the other hand, you have any unused holiday entitlement, the PCC may require you to take it during your notice period, or may alternatively pay the appropriate sum in lieu thereof.

There will be no entitlement to payment for accrued leave over and above any statutory amount owing at the termination of your employment if you left your employment without giving due notice.

* + - 1. Sickness Absence

If you are unable to carry out your duties through sickness you should notify your line manager as soon as possible on your first day of absence.

If you want to pay more than the statutory requirement it should be detailed here, but should mention that full/half pay whilst off sick will incorporate any SSP payable. For example you could say:

Continued payment of your normal salary during any period of sickness absence will be made at the discretion of your line manager, up to a maximum of two months in total in any 12 month-rolling period (counting back from the first day of a new absence). This will take account of any statutory sick pay that you may be entitled to and the combined effect will be to maintain your salary at normal levels. Where entitlement to full pay is exhausted you may continue to receive any statutory entitlement to sick pay/sickness benefits.

If you only want to pay SSP then use this instead:

The post is covered by the statutory provisions for Sick Pay. If you are off work for four or more days, and meet the qualifying criteria, you may be entitled to sick pay for up to 28 weeks. Details of the Scheme are contained in the relevant leaflet issued by the DWP or online at <https://www.gov.uk/statutory-sick-pay>

* + - 1. Other Absences

If you are absent for any reason, you should notify your line manager as soon as possible on the first day of absence.

[You may be granted up to X days paid [unpaid] compassionate leave at any one time at the discretion of your line manager.] [This is discretionary on your part – you don’t have to give compassionate leave and if you do it doesn’t have to be paid. If you don’t want to give it, then the delete this phrase and change the title above to read “Absences”]

Under Section 50 (1) – (3) of the Employment Rights Act 1996, you will be entitled to reasonable unpaid time off to undertake the public duties specified in that section. Unpaid time off may also be granted for Jury Service. Any loss of earnings may be claimed from the Court direct.

You will be entitled to the leave and pay under the statutory regulations for Maternity, Paternity and , Adoption Leave, Parental Leave and Shared Parental Leave. Guidelines on these rights are available on request from your line manager. They can be viewed on <https://www.gov.uk/browse/working/time-off> [which is where you can look for and download up-to-date guidelines when requested. The assumption is that you will only offer the statutory minimum time off, and rates of pay. You may choose to pay at higher rates, but this should be included in a separate policy, and referred to here].

Time off for Dependants is provided for by Section 57A of the Employment Rights Act 1996, as amended by the Employment Relations Act 1999.

* + - 1. Expenses

You will be entitled to re-imbursement of all reasonable [agreed] expenses in connection with your work on production of appropriate receipts.

[Only put this paragraph in if the employee might have to buy something to do his/her job]

* + - 1. Pension

Either [if you just want to meet the minimum requirements for auto-enrolment]

The PCC will provide a pension scheme in accordance with the Pensions Act 2008 and its associated regulations.  The scheme will only be offered if you meet the eligibility criteria within the regulations, and if you meet the criteria you will automatically be enrolled.  Details of the scheme are provided separately, and are available from your line manager.  The terms of the scheme may be changed from time to time.

OR [if you want to provide a pension to all employees, even if they do not meet the criteria for pensions auto-enrolment]

All employees are entitled to join the pension scheme provided by the PCC, details of which are provided separately, and the terms of which may change from time to time.  If you meet the criteria for eligibility within the regulations of the Pensions Act 2008, you will be automatically enrolled into the scheme.

Redundancy

Should your post cease to exist, the PCC will consider redeploying you. If it becomes necessary to discontinue your employment, statutory redundancy terms will apply.

Grievance Procedure

If you have a grievance concerning your employment, you should contact your line manager in the first instance in an attempt to resolve the matter. If the matter cannot be satisfactorily resolved at this stage you may seek redress through the Parish Grievance Procedure, a copy of which is attached to this contract. The Parish reserves the right to vary the procedure from time to time.

Disciplinary Procedure

Matters of discipline will be dealt with under the Parish Disciplinary Procedure, a copy of which is attached to this contract. You have the right of appeal against any disciplinary penalty to the PCC. The Parish reserves the right to vary the procedure from time to time.

Notice of Termination

[delete whichever of the following two paragraphs does not apply]

Your employment is intended to be for an indefinite period, but may be terminated as follows:

Your employment is for a fixed-term of Duration (e.g. 1 year) and, unless an extension to it is agreed, will come to an end on Date. However it may also be terminated as follows:

[delete this next paragraph if there is no probationary period]

During the probationary period you are entitled to give and receive one week’s notice. Thereafter:

Should you wish to resign a minimum of [period - e.g. one month’s] notice is required in writing.

Should the PCC decide to terminate your employment it will give you one week’s notice per complete year of service up to a maximum of 12 weeks.

The PCC may terminate your employment by summary dismissal without notice or pay in lieu of notice in cases of gross misconduct.

[The law says you must give the employee at least one week’s notice during the first two years and a week per year of service thereafter e.g. 5 years service = 5 weeks, so it is easier to simplify it as above. If dismissing for gross misconduct however the sentence above would come into play]

Acceptance

I have read and understood the above Contract of Employment and accept the terms and conditions as set out.

Signed…………………………………………………… Date……………………………