

# Contract of Employment



## 1. Employer

You are employed by the Parochial Church Council of St Matthew's, Harwell  
St Matthew's Church, Church Lane, Harwell, Didcot, Oxon OX11 0EZ

## 2. Employee

*[Insert name and address]*

## 3. Job Title

Your job title is Children and Families' Worker.

You are accountable to the Rector, Revd Dr Jonathan Mobey.

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 employer 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.

## 4. Date of Commencement

The date that your employment began was *[insert date]*

This is a fixed term contract for a period of three years. Notice is hereby given that this contract will terminate on *[insert date]* and no further notice will be given.

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

## 5. Probationary period

You will have a probationary period of six months from the date of the commencement of your employment. During this probationary period your employment may be terminated by either the PCC of St Matthew's Harwell or yourself by giving two weeks' written notice or pay in lieu of notice. The probationary period may be extended if you are absent during the probationary period or if your performance is not satisfactory. Once the appointment is confirmed at the end of the probationary period, either the PCC of St. Matthew's Harwell or yourself may terminate the contract by giving one month's written notice.

## 6. Place of Work

Your usual places of work are St Matthew's Church, Harwell and All Saints' Church, Chilton. 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.

## 7. Remuneration

Your basic gross salary will be *[insert salary agreed]* per 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 last day of each month (or the nearest working day).

## 8. Hours of Work

You are employed to work full time. Your working hours are 40 hours per week and will include evenings and weekends, working flexibly, but having at least one full 24 hour period off per week. You will normally be given time off in lieu, with the prior agreement of your manager in respect of additional hours worked.

## 9. Holiday Entitlement

You are entitled to 20 days' holiday per year in addition to the normal public holidays. You will be paid your normal basic salary during such holidays. The holiday year runs from 1<sup>st</sup> January to 31<sup>st</sup> 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. 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.

## 10. 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 is required for absences lasting up to 7 days in a row (including non-working days); for absences longer than this, a Doctor's Certificate These are now known as Fit Notes or Statement of Fitness for Work but often still called Doctors Certificate – which term do we want to use? must be provided.

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

Up to one year's service – statutory sick pay only. Over 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 the first four weeks of any sickness absence, but does not accrue thereafter.

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 you agree that the doctor carrying out the examination may disclose to you and discuss with the employer the results of the examination.

### **11. 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.

### **12. Parental, Maternity and Adoption Rights**

The Employer will observe the statutory obligations in relation to maternity, paternity and parental rights and leave.

### **13. Pension**

A workplace pension scheme will be made available, and if taken up by the employee an employer contribution of 4% will be made, which must be matched by the employee. If not taken up, a sum equivalent to the employer contribution (£insert amount once salary set per annum) will be paid directly to the employee in addition to the basic salary.

### **14. 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 yrs service	- 1 week for each completed yr of service
Twelve years or more	- 12 weeks

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

### **15. 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.

### **16. Disciplinary and Grievance Procedures**

The disciplinary and grievance rules and procedures are available on request.

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

The PCC of St Matthew's Harwell 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.

The PCC reserves the right to place any Employee on Gardening Leave 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.

## 17. Conduct

The PCC does not seek to dictate how the employee conducts themselves in their personal life outside work. However, unlawful, anti-social or other conduct which may jeopardise the reputation or position of the PCC or the churches of St. Matthew's Harwell or All Saints' Chilton will be dealt with through the disciplinary procedures.

## 18. Data Protection

The PCC of St Matthew's Harwell and its agents hold information relating to you which is subject to the Data Protection Act 1998. 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.

## 19. Deductions from Pay

You hereby authorise the PCC of St Matthew's Harwell 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.

## 20. 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 of St Matthew's Harwell 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.

## 21. Rules, Policies and Procedures

You must comply at all times with the church 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: