

PRINCIPAL STATEMENT OF TERMS & CONDITIONS

This document is your principal statement of terms & conditions of employment with the Parochial Church Council of St Nicolas Newbury with St Mary Speenhamland (the "Church").

Name of Employee []

Job Title []

Manager []

Start Date

Your contract with the Church will commence on []. For statutory purposes, your period of continuous employment with the Church will commence on the same date.

References

This offer of employment is subject to the receipt of satisfactory references.

Job Responsibilities

Your duties and responsibilities as [] are set out in the attached job description. These may be varied from time to time at the discretion of your Manager.

Hours of Work

Your basic working week will be [35] hours[, to include Sundays and evenings when required]. Overtime will not be paid. Time off in lieu should be taken within three months and agreed in advance with your Manager.

Probationary period

The first [three] month[s] of your employment will be probationary and your performance, conduct and suitability for continued employment will be reviewed throughout this period. Your employment may be terminated by the Church giving to you not less than one week notice at any time during or at the end of the probationary period.

Term

Following the conclusion of your probationary period, the Church may terminate your employment on not less than three months notice and you may also terminate the employment by giving not less than three months notice. Notice must be given to your Manager.

[Following the conclusion of your probationary period, the term of your employment shall be for a further period of [two years and six months (making three years in all)]. The three year term may be extended by mutual consent between you and the Church. At any time during the term of your employment the Church may terminate your employment on not less than three months notice and you may also terminate the employment by giving not less than three months notice. Notice must be given to your Manager].¹

Your contract may be terminated by the Church without notice in case of gross misconduct or breach of contract in accordance with the Church's Disciplinary Procedure

¹ This paragraph is for a fixed term contract and if used the previous paragraph should be deleted. There are certain employment law implications of fixed term contracts which should be noted.

(see below).

Reporting

In this position you will report to your Manager. Performance reviews will take place after three months, six months, 12 months and annually thereafter. [Around every six months you will be expected to report to the PCC [or to the Support and Development Team established by the PCC to cover your area, as the case may be].]

Location

Your normal place of work will be at the Church premises in Newbury.

Salary

Your starting salary will be £[] per annum. [This will be reviewed on each anniversary of your start date.] [This will be reviewed on [1 April] each year in accordance with the Oxford Diocesan Scale for [].] Your salary will be paid monthly in arrears.

[Accommodation

You shall be required for the better performance of your duties to reside in the accommodation provided by the Church at []. The Church will pay the Council Tax for the premises but you will be responsible for other outgoings (electricity, gas, telephone and the like). You will be expected to maintain the property in good condition and will be required to enter into a Licence with the Church governing the terms of your occupation.]

Pension

The Church does not operate an occupational pension scheme, but will contribute a sum equivalent to [5]% of your salary to a personal pension established by you.

Holidays

The holiday year runs from 1 January to 31 December based on calendar months. Your paid holiday entitlement will be 25 days per year, pro-rata to the period of the contract, to be taken in agreement with your Manager.

On leaving the Church's employment, payment will be made in lieu of any unused holiday entitlement, calculated on a pro-rata basis and based on basic salary. If on termination of your employment with the Church you have exceeded your accrued holiday entitlement, the Church reserves the right to deduct the excess from any sums due to you, including payment of salary.

Bank Holidays

In addition, you are entitled to the statutory English bank holidays which fall during normal working time during the contract period. [Given the nature of the work, it may, on occasions, be necessary for you to work on public holidays in which case you will be entitled to a day in lieu as agreed with your Manager.]

Expenses

The Church will refund to you out of pocket expenses, which will include reasonable travelling, entertainment and other expenses properly incurred by you in and about the course of your work. Claims for reimbursement must make clear the nature of the expense incurred and be supported by evidence of expenditure.

Sickness Absence

You should notify your Manager if you are too ill to come to work. For absences of more than seven days (including Saturday and Sunday), you are required to provide a doctor's certificate. Provided you comply with this requirement, the Church will pay you during your absence your normal salary for up to one consecutive month of absence in a calendar

year and then pay you half your normal salary for a further two consecutive months during any calendar year. These periods or amounts may be varied by the Church at its discretion.

Health & Safety

The Church strives to operate and maintain a safe working environment and safe systems at work. You are legally required to adhere to the Church and general workplace Health and Safety policies and procedures, and to take reasonable care for the safety of yourself and others. Any breach of such policies could leave you liable to criminal, civil or disciplinary action.

Policies and Procedures

The Church has a range of policies and procedures with which you are expected to familiarise yourself and adhere to. These cover a variety of topics, e.g. computer use and general conduct. The Church will communicate new standards to you as appropriate. Any breach of the Church’s policies and procedures may result in disciplinary action being taken in accordance with the Disciplinary Policy (see below).

Discipline and Grievance

If you breach the Church’s policies and procedures or fail to attain an acceptable standard of conduct, you will be subject to disciplinary action by the Church. This will take the form of two verbal warnings, a written warning and a written warning and notice of dismissal. If you are dissatisfied with any disciplinary decision you should raise it in writing with your Manager. You will be expected to know and follow the guidelines given in “The Greatness of the Trust” issued by Oxford Diocese, for workers in the Diocese.

If you have a grievance you should raise it orally or in writing with your Manager. Your Manager will then discuss it with you and notify you of his decision. If you are not satisfied with your Manager’s decision then you may refer your grievance in writing to the PCC, whose decision on the matter shall be final.

Restrictions on work outside the Church

During the period of your employment with the Church you are expected to afford priority to your job. As a result, you may not be employed by, or carry out, any work for any other body which conflicts with or hinders your ability to carry out your work satisfactorily, without the written permission of your Manager.

Amendments to Contract

Any relevant changes to pay or conditions of service will be incorporated into your contract and you will be notified in writing of any such amendment.

We hope that you are able to accept this offer of appointment on the terms and conditions detailed above. Please confirm your acceptance of this offer by signing and dating the attached copy of this statement of terms and conditions and returning it to me within one week of receipt.

Signed
[Sponsor’s name and position]
Duly authorised for and on behalf of
the Parochial Church Council of
St Nicolas Newbury with St Mary Speenhamland

