Ref. Contract\_v1. 0\_08-25

Contract of Employment Template

for use by PCCs

**This is a MANDATORY document when employing someone.**

Please feel free to use this template as a guide, deleting this page, and adding your own logo and specific details.

You should then send any mandatory documentation adapted by your PCC to [hr@sheffield.anglican.org](mailto:hr@sheffield.anglican.org) to be reviewed by our Human Resources Team.

Statement of Particulars of Employment

This statement sets out particulars of the terms and conditions on which [\*PCC NAME] is employing you and replaces all other existing terms and conditions and agreements whether in writing or otherwise.

**EMPLOYER:** [\*PCC NAME]

**EMPLOYEE'S NAME:** [EMPLOYEE NAME]

**DATE OF COMMENCEMENT OF EMPLOYMENT:** [START DATE]

**DATE OF COMMENCEMENT OF CONTINUOUS EMPLOYMENT:** [INSERT IF CONTINUOUS EMPLOYMENT]

\*No employment with any previous employer counts towards your period of continuous employment with the \*PCC.

**DATE ON WHICH PARTICULARS ISSUED**: [DATE]

# JOB TITLE

## You are employed as [JOB TITLE]. The PCC reserves the right to update or amend your job description from time to time according to the needs of the organisation and in consultation with you.

# POST STATUS

## This is a permanent post.

*Or for general fixed term post:*

## This post is a fixed term role specifically to cover e.g. maternity leave. The post will begin on XXX and end on XXX. Shortly before the end of the contractual time we will consult with you about the possibility for any continued employment, alternative roles or potential redundancy where this is appropriate.

# REQUIREMENT TO WORK OVERSEAS

## There is no requirement for you to work outside the United Kingdom.

# PROBATIONARY PERIOD

## Your appointment is subject to a XXX week probationary period.  During this period your performance and conduct will be monitored.  Upon satisfactory completion of the probationary period, your performance will be reviewed and your appointment will be confirmed.

## If during, or at the end, of your probationary period the PCC considers your performance, absence level, or conduct have not met the required standard, or there are general concerns about your suitability for the job, the PCC reserves the right not to apply its internal processes, and, may, at its discretion, choose either to dismiss you or to extend the period of your probation. The provisions of this paragraph shall apply to any extension of your probationary period.

# PLACE OF WORK

## Your main place of work will be [PLACE OF WORK].

# HOURS OF WORK

## \*\*The normal working week for full time employees is XXX hours/days. Your normal office hours are XXX to XXX (TIMES), XXX to XXX (DAYS).

## Lunch and any other breaks are \*unpaid/paid and in line with working time regulations.

## This post will require a flexible approach to working hours and the post holder will be expected to work the hours reasonably required to fulfil the duties of the post.

# REMUNERATION

## Your \*wage/salary will be £XXX [pro rata] per \*annum/hour.

## Your salary is payable \*monthly/weekly on the [DATE] of each \*month/week by direct credit transfer to your bank account or building society in respect of the \*current month.

# COLLECTIVE AGREEMENTS

## There are no collective agreements, which affect the terms and conditions of your employment.

# HOLIDAYS AND HOLIDAY PAY

## The holiday year is from [MONTH] to [MONTH] each year.

## The full annual entitlement for full time employees is XXX [DAYS OR HOURS].

*(Delete as appropriate)* In addition to your leave are all bank/public holidays state that here Public and Bank Holidays with pay or alternative days as decided by us. Should a bank holiday day or the days between Christmas and the New Year, fall on a normal working day you should deduct these from your total allocation. All annual leave should be taken by the end of the calendar year unless by explicit permission to carry some hours over to a maximum of XXXhours.

* New Year's Day
* Good Friday
* Easter Monday
* May Bank Holiday
* The last Monday in May/or early June as nationally set
* The last Monday in August
* Christmas Day
* Boxing Day
* The three days between Christmas and the New Year
* Any others as set by the government will be offered in addition.

## Annual leave accrues \*monthly. Employees joining or leaving part way through the holiday year will be entitled to a proportion of their full entitlement of paid holiday calculated on a pro rata basis per completed week of service.

## For part-time employees’ annual leave entitlement will be calculated on a pro rata basis determined by the number of hours and days worked.

## You will continue to receive normal salary whilst taking annual holiday entitlement, or during any other period of authorised leave.

## Upon termination of your employment, payment will normally be made for unused accrued holiday entitlement.

## Should you leave the employment of the PCC for whatever reason and holidays taken exceed entitlements, then you accept as part of these Conditions of Employment that the PCC has the right to deduct payments made in excess from any monies owing to you at the time of leaving. If your final salary is insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due to the PCC within one month of the termination of your employment.

# SICK PAY SCHEME

## The PCC Sick Pay Scheme is in accordance with the Statutory Sick Pay (SSP) provisions during employment. [AMEND IF CONTRACTUAL SICK PAY IN PLACE, NOTIFY HR]

## Any Sick Pay Scheme payments made additional to Statutory Sick Pay (SSP) are entirely at the discretion of the PCC and will not create a precedent either for the PCC or for the individual. Details are shown in the Employee Handbook.

## All sickness payments are subject to compliance with the PCC’s procedures regarding notification of sickness absence.

## The PCC reserves the right to require you to undergo medical examination(s) by such doctor or doctors as the PCC shall nominate to determine whether you are fit to continue to undertake your job and to prepare a report for disclosure to the PCC, subject to the Access to Medical Reports Act 1988. Failure to consent to this arrangement may mean that the PCC has to make a judgement or decision about your ongoing employment with the information it already has.

# ADDITIONAL BENEFITS

## [INSERT DETAILS]

# OTHER PAID LEAVE

*[Amend if any contractual, please notify before removing any clauses]*

You are entitled to the following types of paid leave subject to any qualifying criteria:

## Maternity Leave and Pay; Statutory Maternity pay up to 39 weeks in line with statutory provisions. Maternity Leave is to a maximum of 52 weeks in accordance with statutory entitlements.

## Adoption Leave and Pay; Statutory Adoption pay up to 39 weeks in line with statutory provisions. Adoption Leave is to a maximum of 52 weeks in accordance with statutory entitlements.

## Paternity Leave; to a maximum of 2 weeks in accordance with statutory entitlement, in line with statutory provisions.

## Shared Parental Leave and Pay; up to a maximum of 50 weeks leave to be shared paid in line with statutory entitlements, the statutory weekly rate set by the government or 90% of your average weekly earnings, whichever is lower.

## Statutory Parental Bereavement Leave and Pay; up to a maximum of two weeks Statutory Parental Bereavement Leave and Pay. Payment is either the statutory amount or 90% of earnings whichever is lower.

## Neo-Natal Leave and Pay; up to a maximum of twelve weeks Statutory Neo-Natal Leave and Pay. Payment is either the statutory amount or 90% of earnings whichever is lower.

## Compassionate leave; up to a maximum of 5 days leave, with full pay for the duration of the leave subject to approval. Further periods of paid compassionate leave are at the discretion of the PCC.

## Further information can be found in the Employee Handbook.

# EXPENSES

## Travel and other working expenses claimed in accordance with policy will be reimbursed by the PCC.

# DEDUCTIONS FROM SALARY

## For the purposes of the Employment Rights Act 1996 you authorise the PCC to deduct from your salary any sums due to the PCC including, without limitation any overpayment of salary, expenses, sickness pay, any incorrect deduction of tax or national insurance and any advances or loans made to you by the PCC.

## In the event of such sums being due to the PCC on the termination of your employment, and if your final salary payment is insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due to the PCC within one month of the date of termination of employment. This will include repayment of overpayments of salary, expenses, sickness pay, professional and training fees and salary for holiday which has been taken in excess of entitlement at the date of termination of employment.

# EMPLOYEE HANDBOOK

## A number of policies and procedures relating to your employment are contained in the Employee Handbook. You are expected at all times to act in accordance with these policies and procedures.

# TRAINING & DEVELOPMENT

## Within the course of your role there will be opportunities for learning and development. There are also specific policies set within the nature of the PCC’s work that you are required to adhere to including:

* Safeguarding policy and practice
* Health and Safety policy and practice
* Data management and Privacy policy and practice.

## You may be required to attend and/or complete appropriate training to your role. In addition, the PCC will ensure you have regular support, review meetings and annual appraisal process.

# GRIEVANCES

## It is recognised that on occasions employees will have cause to raise a grievance to do with their employment. In the first instance you should raise a grievance with your line manager. Every effort will be made to resolve your grievance in informal discussions between you and your line manager. If the grievance is unresolved, you should use the grievance procedure and, if you wish, seek advice or support from your trade union or other representative. The grievance procedure is set out in the Employee Handbook.

# DISCIPLINARY PROCEDURES

## The main disciplinary procedures and rules of the PCC are as detailed in the Employee Handbook. If you are dissatisfied with any disciplinary decision relating to you, then you should raise this with your line manager who will provide details of the appeals process.

# CAPABILITY PROCEDURES

## The main capability procedures and rules of the PCC are as detailed in the Employee Handbook. If you are dissatisfied with any capability decision relating to you, then you should raise this with your line manager who will provide details of the appeals process.

# INTELLECTUAL PROPERTY

## In the course of your employment with the PCC, you may have access to, acquire or gain, intellectual property, confidential knowledge or information with respect to formulae, devices, computer programmes and other intangible property, know-how and other data belonging or relating to the PCC or belonging to a customer or supplier of the PCC. You must recognise and accept that all such intellectual property and information is the sole property of the PCC or its customers or suppliers, and you should treat such intellectual property and information as set out below.

## After leaving the PCC, you will not, without the prior written permission of the PCC, for any reason, work for others, or on your own account, on any of the formulae, programmes or data on which you may have worked or to which you have had access whilst in the employ of the PCC.

## Any invention, formula, process, product, programme, idea, discovery or improvement conceived or developed by you within the period of your employment, relating to any activity engaged in by the PCC, will be the sole and exclusive property and intellectual property of the PCC, and you will promptly communicate to the PCC full information with respect to any of the foregoing, conceived or developed by you. You must execute and deliver all documents and do all other things deemed by the PCC to be necessary and proper to effect the assignment to the PCC of the sole and exclusive right, title and interest in and to all such inventions, formulae, processes, products, programmes, ideas, discoveries, improvements, patent applications and patents thereon.

## You must keep confidential, all such intellectual property and knowledge or information described above, and must not divulge it to others, nor use it for your own purpose. This obligation will continue during and after your period of employment with the PCC.

# TERMINATION OF EMPLOYMENT

## Subject to the termination clauses below, you are required to give the below written notice to terminate your employment:

**Employee**

During Probation Period – [INSERT NOTICE]

On successful completion of Probation Period – [INSERT NOTICE]

**Employer**

During Probation Period – [INSERT NOTICE]

On successful completion of Probation Period – [INSERT NOTICE]

Thereafter you will receive XXX written notice (or statutory if longer).

*\*OR, if fixed term (less than 2 years)*

Your employment will be terminated at the end of the fixed term on xxxxxxx without further notice being issued. *[Remove if longer than 2 years]*.

Your employment can be terminated before the end of the fixed term by giving the notice periods stated below:

During your probationary period you will receive XXX weeks’ notice

Thereafter you will receive XXX written notice (or statutory if longer).

## If you give notice to the PCC to terminate your employment or you are given notice by the PCC, it may be possible, by mutual agreement, to waive the formal periods of notice.

## The PCC has the right to dismiss employees without notice in the case of gross misconduct. Examples of gross misconduct include dishonesty, gross negligence, and serious breach of the contract of employment. However gross misconduct is not restricted to these examples.

## The PCC shall have the right during the period of notice or any part thereof, to place you on leave, paying you during this period your normal salary and benefits.

# REFERENCES, SAFER RECRUITMENT AND DBS CHECK

## This is a role recruited to under the Church of England’s safer recruitment guidance. The appointment will be subject to satisfactory references and a satisfactory \*Basic/Enhanced Disclosure and Barring Service clearance.

## \*OR

## The appointment will be subject to satisfactory references. This role does not meet the threshold for an enhanced DBS check but may be subject to a Basic/Standard check accordance with safeguarding provisions.

# RETURN OF PROPERTY

## You shall promptly, whenever requested by the PCC and in any event upon the termination of your employment, deliver up to the PCC all property including equipment, correspondence, any intellectual property, knowledge or information described above and all other documents, records, papers which may have come into your possession, custody or control in the course of your employment and you shall not be entitled to retain copies of such documents, records and papers.

# CONFIDENTIALITY OF INFORMATION

## You must not, either during the course of your employment or thereafter, directly or indirectly disclose to any unauthorised person any confidential knowledge or information relating to the business of the PCC, its customers, the Diocese, or other diocesan bodies.

## This restriction will continue to apply after the termination of your employment without limitation in time but shall cease to apply to any knowledge or information that subsequently comes into the public domain, other than as a result of unauthorised disclosure by you.

## Further information on confidentiality and the disclosure of information can be found in the Employee Handbook.

# DATA PROTECTION

## The PCC is committed to protecting your privacy and data.  We are permitted to hold personal information about you as part of our personnel and other business records and may use such information in the course of the PCC’s business. When processing your data the PCC will comply with the Data Protection Act 2018 and any subsequent amending legislation. Further information can be found in our Employee Data Privacy Notice which is available from the HR Manager or Executive Assistant.

# PENSION SCHEME

## The PCC will provide a pension scheme which complies with the Pensions Act 2008 and Pensions Act 2011 and any subsequent amending legislation or regulation. The current designated scheme is [INSERT DETAILS]

## Further details can be found on [INSERT DETAILS] to which you should refer for any pension related queries.

## You have the right to opt-out of this scheme. Should you do this, under the rules of auto-enrolment, you will be required to be re-entered into the scheme every three years, at which point you will have the option to opt-out again.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by |  | Date |  |
|  | XXX |  |  |

*On behalf of the PCC*

**DECLARATION**

I accept this position on the terms and conditions set out in the statement of written particulars.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by |  | Date |  |
|  | [Employee] |  |  |