**(The PCC of St Luke’s Church Sway)**

# STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

DRAFT – to be confirmed at point of contract.

**DATE AT WHICH INFORMATION IN THIS DOCUMENT IS CORRECT**

**EMPLOYEE’S NAME**

**DATE OF COMMENCEMENT OF EMPLOYMENT**

Your employment with any previous employer does not count as part of your continuous period of employment.

You are employed on a probationary period of 3/6 months during which time your performance will be assessed. The successful completion of your probation period will be confirmed to you in writing. The company may extend your probation period for a period of a further 3/6 months should this be deemed necessary. The employment may be terminated, within the probation period, by either party giving no less than one week’s notice. Thereafter notice is detailed within the Notice section below.

## MAIN PLACE OF WORK

Your main place of work will be St Luke’s Church Sway

The nature of your appointment will require you to work at locations other than your main place of work – eg St Luke’s School

## JOB TITLE

You are employed as Family Minsiter/Youth worker/ Digital Family support worker

In order to help in the efficiency and smooth running of the Company, you must recognise and fully accept that the Company may require you to help in any section, carrying out other work and other duties, as the workload so requires.

1. **WAGES/SALARY**
   1. As a monthly paid employee, your gross annual pay at the date of issue of this statement is £………………….. Any changes to this figure will be made by letter. You will be paid monthly by/on …………………. by cheque/direct credit transfer to your bank account.
2. **HOURS OF WORK**   
   1. You will normally work a …38… hour week – over 5 or 6 days to be agreed
   2. Your normal starting time is …9. a.m. and your normal finishing time is …… p.m. Monday to Thursday, and ….. p.m. on Friday with an unpaid lunch break of …0.5 -1 hour…. each day.
   3. Payment for overtime will only be made by special prior arrangement, otherwise staff are expected to work such additional hours as are reasonably necessary for the effective performance of their duties.
3. **HOLIDAYS AND HOLIDAY PAY**   
   1. The holiday year is from …Jan 1st … to …Dec 31st…. each year.
   2. The full annual entitlement is the equivalent of …28.. working days with pay per year.
   3. If you join or leave the Company during the year, you will be entitled to a proportion of your full entitlement of paid holiday calculated on a pro-rata basis per completed week of service.
   4. In addition to the above, you will also receive a paid holiday on or in respect of each of the eight Public Holidays as listed below:

New Year’s Day Spring Bank Holiday

Good Friday Late Summer Holiday

Easter Monday Christmas Day

May Day Boxing Day

Part-time staff will receive a pro rata entitlement.

Please note that the employee will be required to work on Christian festivals of Christmas Easter and other significant dates taking another day off in lieu by arrangement.

* 1. You will continue to receive normal salary whilst taking annual holiday entitlement.
  2. Should you leave the Company for whatever reason and holidays taken exceed entitlements, then you accept as part of these Conditions of Employment that the Company has the right to deduct payments made in excess from any monies owing to you at the time of leaving. If there is insufficient money owing to you at the time of leaving, then the outstanding balance will be recoverable from you as a debt.
  3. Should you give notice, or the Company give notice to you, to terminate your employment, then the Company, at its sole discretion, may require you to take any remaining accrued holiday within the period of notice. This will be the case even if holiday has been agreed and / or scheduled to take place outside this period.
  4. Should you be absent for more than …. weeks for any reason, the Company reserves the right to suspend accrual of any holiday in excess of the minimum four weeks conferred by the Working Time Regulations (this clause will not apply to the Ordinary Maternity Leave period).

1. **SICK PAY SCHEME**   
   1. The Company does not operate a Sick Pay Scheme and you will not be paid for periods of absence except for any entitlement you may have under the Statutory Sick Pay Scheme for which the qualifying days will be …………….. to …………………
   2. Any payments made in addition to SSP are entirely at the discretion of the Company and will not create a precedent either for the Company or for yourself.

OR

* 1. In addition to the Statutory Sick Pay Scheme for which the qualifying days will be ……………… to ……………………., the Company operates a discretionary Sick Pay Scheme for employees, details of which are as follows:   
     1. Up to ….. months continuous service SSP only
     2. After … months continuous service but less

than … year(s) continuous service … weeks at full pay

* + 1. After….. year(s) but less than ….. year(s)

continuous service … weeks at full pay

* + 1. After .. year(s) continuous service … weeks at full pay

AND/OR

* + 1. After ….. year(s) continuous service … weeks at half pay
  1. The sick pay year, for calculation purposes, starts from the first period of absence in any 52-week period and all payments will be made up from any Statutory Sick Pay entitlement or any State Sickness Benefit.
  2. Limits of sick pay are ……………………………. in any continuous period of 52 weeks.

1. **PENSION SCHEME**   
   1. Subject to meeting the eligibility criteria, you will be automatically enrolled into the Company’s pension scheme.
   2. Further information regarding the scheme and the levels of contribution from the Company and you are available from XXXXXX.
   3. You do have the right to opt out of the scheme and, should you choose to do so, you will also have the right to opt back in at any time.

1. **GRIEVANCES**   
   1. The Company’s grievance procedure is as detailed in the Employee Handbook.
2. **DISCIPLINARY PROCEDURES**   
   1. The main disciplinary procedures of the Company are as detailed in the Employee Handbook.
3. **TERMINATION OF EMPLOYMENT**   
   1. The Company is required to give you, after one month’s continuous service, the following notice in writing according to your length of service:
      1. Up to two years’ continuous service 1 week
      2. After two years’ continuous service but less

than three years’ continuous service 2 weeks

* + 1. Then increasing by one week for each completed year

of continuous service up to a maximum entitlement

of 12 weeks

* 1. The Company is required to give you and you are required to give the Company four weeks’/one month’s notice in writing up to the first three months of continuous service.
  2. After three months’ continuous service the Company is required to give you and you are required to give the Company twelve weeks’/three months’ notice in writing irrespective of length of service.
  3. If you give notice to the Company to terminate your employment or you are given notice by the Company, it may be possible, by mutual agreement, to waive the formal periods of notice.
  4. If you give notice to the Company to terminate your employment or you are given notice by the Company, at the absolute discretion of the Company, payment in lieu of working notice may be made.
  5. **(OPTIONAL)** For the avoidance of doubt, any payment in lieu will not include any element in relation to:
     1. Any bonus or commission payments that might otherwise have been due during the period for which the payment in lieu is made.
     2. Any payment in respect of benefits which you would have been entitled to receive during the period for which the payment in lieu is made.
     3. Any payment in respect of any holiday entitlement that would have accrued during the period for which the payment in lieu is made.
  6. The Company has the right to dismiss you without notice in the case of gross misconduct.
  7. The Company 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.

1. **GARDEN LEAVE**   
   1. The Company reserves the right to require you to remain at home during any notice period and remain available to attend the workplace if required. During any notice you may not be engaged in any capacity with another company without written permission.
2. **COLLECTIVE AGREEMENTS**   
   1. There are no collective agreements, which affect the terms and conditions of your employment.
3. **DATA PROTECTION**   
   1. The Company will need to process data in relation to you and your employment. Personal information about you may be processed and retained as part of the employer’s personnel and other business records. The Company may need to share information with third parties, data will be processed according to the principles of the Data Protection Act 2018. Details of the Company’s data protection policy are contained within the Employee Handbook.
   2. Your obligations in relation to data processing and confidentiality apply both during your employment and post termination.
4. **DECLARATION**

I accept this Statement, a copy of which has been given to me.

I have also received a copy of the Employee Handbook, which I understand forms part of my “Terms of Employment”.

Signed: …………………………………………….. Dated: ………………….

CWM/Feb 20