**STATEMENT OF TERMS OF EMPLOYMENT**

This is a statement of the terms of your employment as required by Section 1 of the Employment Rights Act 1996. Your attention is drawn to the policies and procedures applicable to your employment which are contained within the Employee Handbook. Thee Employee Handbook and policies and procedures contained within it do not form part of your contract of employment.

**EMPLOYEE’S NAME [Name of Employee]**

**DATE OF COMMENCEMENT OF INITIAL EMPLOYMENT [Dato starting]**

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

**DATE OF RE-ISSUE: TBC**

**JOB TITLE**

You are employed as [Role Description]

## Your employer is the……………………………………………………………………...[**PCC of XXXXXXXXXXX]**

You are required to undertake whatever duties may be necessary in order to fulfil the needs of the PCC of xxxxxxxxx.. This may involve you providing support to other functional areas of the PCC although you would only be expected to provide support in areas that were generally within your own work scope or level of ability. Flexibility is essential and your co-operation in this matter is appreciated.

During your employment you are expected to observe and comply with all reasonable directions of Management.

# Start of your employment with the PCC of xxxxxxxxx.

## The first 6 months of your employment shall be a probationary period and your employment may be terminated during this period at any time on one week's prior notice. The length of the probationary period will be extended by the amount of any absence from work longer than 1 week during this period. During this probationary period your performance and suitability for continued employment will be monitored. At the end of your probationary period you will be informed in writing if you have successfully completed your probationary period. During your probationary period please be sure to raise any matters to do with your work which need clarification from your point of view.

# Job Title

## You are employed as the [Job Title] and report to the Incumbent of [**Enter Line** **Manager details**]. In the event of an Interregnum the Chair of the PCC will become your line manager. The attached role description highlights the duties associated with this role.

## There may be occasions when you are expected to undertake other duties to cover periods of absence of colleagues, and this may involve you being prepared and required to undertake other duties not normally associated with your role. Please note that the [PCC of xxxxxxxxxx] will only require you to transfer to other duties that are within your reasonable skill/competency.

## The [PCC of xxxxxxxxx] may require a change to be made to the duties associated with your role on provision of reasonable notice and (where appropriate) reasonable training. You hereby agree to be prepared to approach a request for you to vary your duties in as accommodating a manner as possible.

# Place of Work

## Your normal place of work is the [xxxxxxxxx Parish Office]or such other place within Lincolnshire as we may reasonably determine. We reserve the right to move you to any location within reasonable distance of your individual place of work.

## You will not be required to work outside the UK during your employment.

# Salary

## You will receive a total annual salary for your employment with the PCC of [XXXXXXXXXXX] or [xxxxx] per hour which shall accrue from day to day and be payable on or about the [DATE] of each month directly into your bank or building society account.

## Salaries will be reviewed annually in [month]. There is no automatic salary increase.

## We shall be entitled to deduct from your salary or other payments due to you any money which you may owe to us at any time. Any adjustments for over and underpayments will be made in the following month’s salary payment.

## If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

# Hours of Work

## Your normal hours of work are [xxxxx] hours per week, ][xxxxx] hours per day and your normal working days are flexible over Monday to Saturday. Typically, employees will complete their working hours between the hours of [xxxx] and [xxxx] and your exact start and finish times will be agreed with your manager depending on your role and operational requirements. You may be required to work outside of your normal working hours from time to time, including evenings and weekends. In such cases, we will give you as much notice as is reasonably practicable and there will be some flexibility in your start and finish times by prior agreement with your manager. Employees will be expected to exercise discretion in determining when these hours should be worked. You will normally be given time off in lieu, with prior agreement of your manager in respect of such additional hours worked.

## You will have an unpaid lunch break of a minimum of thirty minutes.

## You should not undertake any other commercial or professional activity on your own account or for another employer without the prior written permission of the [PCC of xxxxxxx]. Such permission will not be unreasonably withheld provided there is no conflict of interest and it is not likely to interfere with the performance of your job.

## You are obliged to inform the [PCC of xxxxxxxx] of any other commercial or professional activity referred to within sub-clause 6.3 above in order that the [PCC of xxxxxxxxx] can comply with their legal obligations in respect of current working time legislation and other statutory requirements.

# Holiday Entitlement

## The [PCC of xxxxxxxxxxx] holiday year runs from 1st January to 31st December. You are entitled to 5.6 weeks holiday during each holiday year in respect of your employment with the [PCC of xxxxxxxxx] You are entitled to your basic rate of pay during such holidays.

## If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest whole day.

You must obtain prior approval from your manager for your holiday dates and provide as much notification as possible. You should not normally take more than three working weeks consecutively. Approval of holiday requests is not automatic and we reserve the right to refuse requests. In such cases we will not be liable for cancellation costs where prior approval has not been obtained.

## You cannot carry untaken holiday entitlement forward from one holiday year to the following holiday year unless a period of sickness, statutory maternity, paternity or adoption leave has prevented you from taking it in the relevant year.

## We shall not pay you in lieu of untaken holiday except on termination of employment. A payment in lieu on termination shall be based on your entitlement under clause 6.1 plus any holiday carried forward from the preceding leave year. If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from your final salary payment.

# Time Off in Lieu (TOIL)

## On occasion, you may be required to work longer than your contracted hours per day without extra remuneration. In these circumstances you may be able to claim Time off in Lieu (TOIL) *by prior agreement* with your manager. TOIL can only be accrued and taken if it is pre-agreed with your manager in advance of the work being undertaken outside of your normal hours.

## TOIL must be taken and will not be paid as overtime.

# Sickness Absence

## If you are unable to attend work because you are ill or injured, you must inform your manager on your first day of absence as early as possible and no later than 30 minutes after the time when you are normally expected to start work. You should speak to your manager and not leave a voice mail message or text message. If your manager is unavailable, please contact a member of the [PCC of xxxxxxxxx] who will advise your manager.

## In all cases of absence, a self-certification form, which is available from your manager, must be completed on your return to work and supplied to your manager. For any period of incapacity due to sickness or injury which lasts for seven consecutive days or more a doctor's certificate (Fit Note) the reason for absence must be obtained and supplied to your manager. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.

## In cases of prolonged or intermittent sickness, the [PCC of xxxxxxx] reserves the right to take independent medical advice and require you to consent to a medical examination (at our expense), at any time (whether or not you are absent by reason of sickness or injury), by an independent medical practitioner nominated by us should we so require. You agree that the medical practitioner carrying out the examination may disclose to you and discuss with us the results of the examination.

## If you are absent from work by reason of sickness or injury you will receive statutory sick pay only.

## Your qualifying days for Statutory Sick Pay purposes are the days on which you normally work. The sick year, for calculation purposes, starts from the first period of absence in any 52 week period.

## Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours or alternatively, at the beginning or end of the working day. Please discuss your requirements with your manager who has the discretion to grant reasonable time off.

# Termination and Notice Period

## After successful completion of your probationary period as provided in clause 1.4 and subject to clause 10.2, 4 weeks prior written notice will be required from either of us (employee and employer) to terminate your employment until you have been continuously employed for four years. Thereafter both of us (employee and employer) will be required to give one week’s additional notice for each completed year of continuous employment up to a maximum of 12 weeks’ notice.

## Nothing in these terms and conditions prevents us from terminating your employment summarily without notice in the event of gross misconduct or if you commit a serious breach of your obligations as an employee.

## At any time after notice has been served by either party in accordance with the terms of your probationary and notice periods, or if you resign without giving due notice and the [PCC of xxxxxxxxxxxx] does not accept your resignation, we may, at our discretion, place you on garden leave on full salary and other contractual benefits. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of garden leave. When you have been placed on garden leave, you shall promptly resign from any and all offices and/or appointments held by you in or on behalf of the [PCC of xxxxxxxxxxx] (if you have not already done so); and deliver to the Chair of the PCC all keys, security passes and any other equipment or property allocated to you in the course of your duties and all correspondence and documents in your possession or under your control which contain or refer to any confidential information. You must provide the Chair of the PCC with full details of all current passwords or other privacy or security measures used by you in respect of computer equipment, mobile and/or smart telephones and wireless devices or similar equipment to be delivered up to the [PCC of xxxxxxxxxx].

## We would also expect you to hold yourself available during normal business hours (other than agreed holidays or authorised absence for sickness or injury or other authorised leave) to perform such duties as may be assigned to you (if any) and in the event that you fail to make yourself available for duties assigned to you, you shall (not withstanding any other provision of this policy) forfeit your right to salary and contractual benefits in respect of such period of non-availability.

## Open testimonials or references are not normally given other than in exceptional circumstances. References can be provided direct to prospective employers by the Incumbent or Chair of the PCC

# Disciplinary and Grievance Procedures

## Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, a copy of the full policy can be found on [WHERE CONTAINED]. These procedures do not form part of your contract of employment.

## If you wish to appeal against a disciplinary decision you may apply in writing to the person listed in accordance with our disciplinary procedure.

## If you wish to raise a grievance you may apply in writing to your manager in accordance with our grievance procedure.

## You and anyone accompanying you (including witnesses) to any meetings or hearings conducted in accordance with any PCC of Grimsby Minster policy must not make electronic recordings of any such meetings or hearings.

# Pensions

## [A Stakeholder pension scheme is avaialbe to process your contributions should you so wish][There is no pension provision associated with this contact due to the nature of employment.] Please select the one which applies.

# Confidential Information and Data Protection

## You shall not use or disclose to any person either during or at any time after your employment with the [PCC of xxxxxxxxxx] any confidential information about the business or affairs of the [PCC of xxxxxxxxxx] or any of the people they serve, or about any other matters which may come to your knowledge in the course of your employment. Breach of these provisions may lead to your dismissal for gross misconduct without notice or payment in lieu of notice. The work you do on behalf of the [PCC of xxxxxxxxxx] remains its property and must be surrendered by you to someone duly authorised at the termination of your employment. For the purposes of this clause, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the[ PCC of xxxxxxxxxx] or any of the people they serve.

## Under the General Data Protection Regulation (GDPR) as it applies in the UK under the Data Protection Act 2018 (DPA 2018), we are obliged to inform you that we hold information provided to us by our employees both electronically and in manual filing systems. We process this data in order to allow us to run our organisation, using it for purposes such as: producing the payroll, contacting you in emergencies and financial and organisational planning. We will take all reasonable steps to ensure that the data held about you is secure, accurate and relevant to your work.

## You are required to comply with the General Data Protection Regulation (GDPR) as it applies in the UK under the Data Protection Act 2018 (DPA 2018) in the pursuance of your role.

## Any enquiries from the media should be referred to the Chair of the PCC in the first instance. Do not make any statement or comment yourself.

## The restriction in this clause 1 does not apply to:

### prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or

### use or disclosure that has been authorised by EDPS or the [PCC of CHURCH], is required by law or by your employment.

# Collective agreements

## There is no collective agreement which directly affects your employment.

## Please indicate your acceptance of these terms by signing and returning to us the attached copy of this letter.

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For and on behalf of the [PCC of CHURCH]

I agree to the above terms which I have read and understood

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(EMPLOYEE PRINT NAME)

…………………………………….……………….……… ……………………………..

(EMPLOYEE SIGNATURE) (DATE)