

CONTRACT OF EMPLOYMENT

Name of Employer The Elders of *NAME OF CHURCH* ("the Elders") *(or other management)*

Name of Employee *FULL NAME OF PERSON*

1. Your period of continuous employment commenced on *DATE. (IF FIXED TERM, STATE PERIOD AND END DATE)*
2. **Post title:** *INSERT.*
3. **Job description:** *(OMIT DETAILS IF OTHER SOURCE OF DOCUMENTATION AVAILABLE, AND INSERT ONLY REFERENCE TO SUCH DOCUMENT)*
Brief list of duties
4. **Supervisor:** you report to the *TITLE OF POST* ("your Supervisor").
5. **Place of work:** *INSERT ADDRESS.* The Elders reserve the right to alter the place of work, after due consultation with you.
6. **Salary:** £*X* per annum *(OR PER MONTH/WEEK/HOUR WHICHEVER IS APPLICABLE)*, payable in arrears at the end of each month by credit transfer to your nominated bank account. *(ASSUMED BANK, COULD BE "BY CHEQUE")*
7. **Hours of work:** your hours will normally be *NUMBER* hours per week, covering *(SPECIFY DAYS & ANY OTHER TIMES)*. You may be expected to work outside of these hours on occasion and will be granted equivalent time off in lieu, subject to the approval of your Supervisor. *(OMIT IF PAY OVERTIME; SUBSTITUTE "and will be paid for whole hours at the rate of £X for such overtime, subject to a minimum of one additional hour being worked")*
8. **Holidays:** entitlement is to *NUMBER* days with pay in each holiday year, which is from 1st January to 31st December, to be taken within the holiday year. All holiday dates require the prior approval of your Supervisor. Any carry-over of holiday to the following year requires the approval of your Supervisor. This holiday entitlement is in addition to eight public holidays per year. *(LEGAL MINIMUM IS 4 WEEKS PRO RATA TO HOURS WORKED)*
9. **Sickness Absence:** full salary will be paid (less any National Insurance Sickness Benefit or Industrial Injury Benefit received) for a period up to four *(AMEND PERIOD TO FIT CHURCH POLICY)* weeks during any period of twelve months.

After three consecutive days' of sickness, a self-certifying notification of incapacity to work should be forwarded to your supervisor, and should be supported by a doctor's certificate if the sickness extends for more than seven consecutive days. The Elders are responsible for paying any Statutory Sick Pay (SSP) to which you may be entitled for up to twenty-eight weeks in any twelve-month period, but must only make such payment if certain that sickness is genuine. Please note that no SSP is payable for the first three days' sickness absence.
10. **Absence from work:** if for any reason you are unable to attend for work, this should be notified by 10.00 a.m. to your Supervisor by telephone on the first day of absence.
11. **Probationary Period:** this employment is subject to a probationary period of *(LENGTH)*. By the expiry of that period, a formal meeting will be held with you for which you will be given written notice, at which you are entitled to be accompanied and at which a decision will be discussed regarding your future employment:

that employment is confirmed

that a further period of probation is required before a decision is made, or

that employment should be terminated (in this event, you are entitled to use the Appeals procedure).



(OMIT WHOLE CLAUSE IF NOT REQUIRED)

- 12. **Pension:** There is no scheme in operation with this employment. *(USUALLY)*
- 13. **Termination of Employment:** you are required to give one month's notice in writing to the Elders, who have the discretion to accept less notice. The Elders are required to give at least one month's notice in writing to all employees and will comply with legal requirements related to length of service. The Elders reserve the right to make a payment in lieu of notice, in part or in full.
- 14. **Disciplinary and Grievance Procedures:** these are described in the attachment to this Contract of Employment. In all cases in which you wish to appeal a decision regarding your employment, such appeal should be made in writing to JOB TITLE.
- 15. **Employee's Property:** the Elders accept no liability for the loss of or damage to your personal property brought onto Church premises, whatever the cause, although investigations will be carried out on matters brought to the Elders' notice.
- 16. **Employers' Liability Insurance:** the Elders arrange insurance in accordance with the Employers' Liability (Compulsory Insurance) Regulations 1998. A certificate is displayed *STATE LOCATION.*
- 17. **Expenses:** you may claim reimbursement*(SPECIFY TYPE OF EXPENSES AND PROCESS FOR CLAIMING OR OMIT IF NOT APPLICABLE)*
- 18. **Parental, Paternity, Maternity and Emergency Leave:** the Elders will adhere to the requirements specified under relevant employment legislation. You are expected to inform your Supervisor as soon as you anticipate an entitlement to this leave, so that necessary advice can be sought to ensure you do not miss any entitlement.
- 19. **Health and Safety:** the Elders undertake to ensure the health and safety of all employees whilst they are at work and to comply with all relevant health and safety legislation, regulations and codes of practice. You have a duty to assist the Elders to maintain safe procedures and facilities, and have a duty of care to other employees.
- 20. **Terms and Conditions:** the Elders reserve the right to vary the terms and conditions of your employment from time to time as required by legislation and the operations of the Church. These changes will be notified to you within one month of such change being initiated.
- 21. **Personal File:** a copy of all documents and agreements (plus all items varying such agreements) will be held in a personal file to be kept for every employee and retained by *SPECIFY PERSON/POST WHO KEEPS THESE.* Such documents shall be kept during your employment and for six years following the cessation of employment. You are entitled to view your own personal file by giving two working days' notice to *PERSON WHO KEEPS IT.*

Please signify your receipt and acceptance of this Contract of Employment by signing and returning the attached copy of the contract.

Signed Date

Name

(Please print)

Additional clauses may be necessary to cover items such as study leave, allowances, and continuity of employment moving from a fixed-term to an open-ended contract.

Could amend Grievance and Disciplinary Procedures clauses if an employment handbook is issued. In this eventuality, also omit following pages of attachment.



DISCIPLINARY POLICY AND PROCEDURE

1. POLICY

The Elders expect all employees to maintain high standards of work and discipline and aim to encourage and help all employees to reach the necessary standards. If, after guidance, coaching and training from a supervisor, these standards are not attained, it may be necessary for formal disciplinary action to be taken. If, after formal warnings have been given, there is no appreciable improvement, or if an act of serious misconduct occurs, dismissal may follow. The disciplinary procedure has been designed in order to promote fairness in the treatment of employees; hence an appeals process forms part of the procedure. It sets out the stages to be followed, and applies to all employees regardless of age, status and service.

2. EXAMPLES OF GENERAL DISCIPLINARY OFFENCES

- Poor timekeeping and/or attendance.
- Poor work standard or inadequate attention.
- Unauthorised and unreasonable absence from your place of work.
- Disruptive or unacceptable behaviour.
- Contravention of safety or hygiene regulations.
- Failure to comply with organisation rules.

NOTE: This list is for example only and is not exhaustive.

3. EXAMPLES OF SERIOUS/GROSS MISCONDUCT

- Theft from the Church, its employees, volunteers and/or members.
- Forgery, misrepresentation.
- Fighting, damaging property.
- Actions on Church premises or to Church personnel constituting a criminal offence.
- Use of prohibited substances (includes for this purpose addictive drugs, alcohol & solvents).
- Discrimination and harassment (by any means whatever), and/or failure to report such behaviour.

NOTE: This list is for example only and is not exhaustive.

A single instance of serious/gross misconduct may result in dismissal without notice or payment in lieu of notice.

4. THE DISCIPLINARY PROCEDURE

Informal discussions may be held with you regarding minor problems, with the intention of sorting out such problems promptly and without the need to invoke the disciplinary procedure.

For offences that require formal disciplinary action, your Supervisor must inform you in writing of the lapse in conduct or performance that needs addressing and the grounds for concern, and to invite you to attend a meeting to discuss the lapse at which you will be entitled to be accompanied by a work colleague or recognised trade union representative.

At the meeting, you will be asked for an explanation and have an opportunity to put your case, present evidence and call witnesses, etc., following which the Supervisor will decide a course of action as soon as practicable.

If a formal warning is required, the Supervisor will carry this out. A record will be made of the formal warning and a copy given to you. On a second infringement of this category, you will be given a written warning, which will record the circumstances and the likely penalty for repetition.

If the offence is repeated a further written warning will be given which will be regarded as a final warning. If standards improve, a warning will be considered void after six months provided that there has been no further infringement.



You may be suspended with pay, if in the opinion of the Elders, you are incapable of performing your duties or are capable of doing so only to the detriment of the Church, and/or its personnel, or whilst further investigations take place. A written copy of the suspension will be given to you whilst the original will be placed in your personal file.

5. THE DISMISSAL PROCEDURE

Your service may be terminated in any of the following circumstances. If you:

- a) Have already received a final written warning and repeat the infringement; or
- b) Have been suspended and consideration of the case merits dismissal; or
- c) Have committed a serious/gross misconduct offence; or
- d) Have committed an offence, which makes your continued employment impossible.

At all disciplinary meetings/interviews, you have a right to be accompanied by a work colleague or recognised trade union representative, whose role is confined to making a statement on your behalf and discussing matters with you.

Only the Elders may authorise the dismissal of an employee.

If you suffer from deafness, impaired reading ability, have difficulty understanding English, it is in your interests to make this known if you are given a warning so that suitable arrangements can be made to ensure you understand the true meaning of the subject matter.

6. THE APPEALS PROCEDURE

If you have received a warning (at any stage of the disciplinary procedure) or have been dismissed (for whatever reason), you may exercise the Appeals Procedure set out as part of the Grievance procedure.

So far as possible, no person involved in any part of a disciplinary investigation or hearing will be involved in deciding an appeal.

GRIEVANCE PROCEDURE

Step One

The Elders believe that grievances should be settled as quickly as possible, and, if you have a grievance, you should attempt to resolve it first with the person involved. If this is not successful or is inappropriate, you should lodge your complaint in writing with your supervisor, who will arrange a meeting with you at the earliest opportunity to discuss the issue. Every effort should be made to resolve the grievance at this stage.

Your Supervisor will deal with the matter within five working days (either verbally or in writing).

Step Two (Appeals Procedure)

If you are not satisfied with your supervisor's decision, you may make an appeal in writing within ten days of receipt of your supervisor's decision to **JOB TITLE**. They will instruct a panel of three of the Elders to investigate the matter and arrange a hearing with you. Their decision, which is final, will be given in writing within five working days.

Should your grievance concern alleged discrimination or harassment against a superior you should inform **JOB TITLE** in writing, who will conduct the matter on your behalf. As far as possible the anonymity of the employee will be protected.

At all meetings or hearings you have the right (if you wish) to be accompanied by a work colleague or recognised trade union representative, whose role is confined to making a statement on your behalf and discussing matters with you.

If you suffer from deafness, impaired reading ability, difficulty understanding English, it is in your interests to make this known during the grievance procedure so that suitable arrangements can be made to ensure you understand what transpires.

