



The Diocese of Arundel and Brighton

Bishop's House
The Upper Drive
Hove
BN3 6NB

Telephone: (01273) 859711
Email: andre.roux@dabnet.org

Date

Address

Dear ,

I am delighted to welcome you to your new role in the Diocese of Arundel and Brighton, and have pleasure in enclosing your Contract of Employment.

I should be grateful if you would kindly sign and return the second copy of the cover sheet of the Contract to me by way of receipt of this letter and acceptance of the Contract. My office is here at Bishop's House, Hove.

The Diocesan Trustees, as your employer, are legally required to undertake certain checks on your eligibility to work in the United Kingdom. To that end, I should be grateful if you would kindly present your current passport to your new line-manager, who will process it for the Trustees. If this presents a problem, please discuss it with your line-manager.

I hope that you will be very happy working in the Diocese, and take this opportunity to assure you of our good wishes as you embark on your career with us.

Yours sincerely,

André Roux
HR Manager

Enc.

DIOCESE OF ARUNDEL & BRIGHTON

Personal Contract of Employment

This agreement is made between:

Name and address of employer: The Trustees of the Diocese of Arundel and Brighton. The Vicar General and the administrative offices of the Diocese are situated at Bishop's House, The Upper Drive, Hove, East Sussex BN3 6NB. Tel: 01273 506387, Fax: 01273 501527.

and

Name and address of employee: name : _____
address : _____

It is agreed as follows:

Date Employment Commenced

Your employment will commence on:

Delete either A or B

A -No previous employment with any other employer counts as part of your continuous period of employment.

B – However, your previous employment with (name) _____ counts towards your period of continuous employment, which began (date) _____.

Place of Work

Town _____

You are responsible to (your manager) _____

Job Title

The trustees of the Diocese of Arundel & Brighton appoint you, and you agree to serve the trustees of the Diocese of Arundel & Brighton as _____

Job Specification: As attached

Remuneration (at date of Contract) £ _____ **p.a. or hourly rate:** _____

Hours of Work: (including requirements for flexibility) _____

This agreement includes a Statement of the Main Terms and Conditions of your employment, as required by the Employment Rights Act 1996. We reserve the right to reasonably amend your terms and conditions of employment in order to meet the needs of the business. Any revisions to these conditions will be notified to you within one month of the change.

Date issued: _____

By: _____

André Roux
HR Manager

I accept the above contract of employment issued on _____

Signed: _____

Name: _____ **Date:** _____

DIOCESE OF ARUNDEL AND BRIGHTON

Statement of Standard Terms and Conditions of Employment

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DIOCESE OF ARUNDEL AND BRIGHTON

STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

1. Pre-employment checks

This appointment is made subject to the receipt of references that are satisfactory to us and, if we request it, a medical assessment/CRB check/credit reference check satisfactory to us. If, at any time prior to you joining us, we receive any reference or check we consider to be unsatisfactory, we may terminate our agreement immediately and without the need to give notice or pay in lieu of notice for any period of work offered and accepted.

You will be required to provide proof of your right to work in the UK and we will send you further details of the required documentation once you have accepted our offer of employment.

2. Duties

You will perform to the best of your ability all the duties of this post and any other post you may subsequently hold and any other duties which may reasonably be required of you, and follow all reasonable instructions given to you.

You may from time to time be required to carry out such other duties as may be assigned to you which we consider to be reasonable, and we reserve the right to vary within reasonable limits your job title, description, duties etc. It is understood that you will not be required to perform duties which are not reasonably within your capabilities.

3. Positive Work Environment

The Employer's organisation is involved in the activities of the Roman Catholic Church and the Employer expects you to behave accordingly with regard to religious activities. You must respect the fact that your appointment is an important part of the Catholic community and you shall not indulge in activities which may be considered by the Employer to be prejudicial to the interest of the Employer, its agencies or the Roman Catholic Church.

The Employer is committed to a comprehensive policy of equal opportunities in employment, by which employees are selected and treated on the basis of their relevant merits and abilities.

The aim of the policy is to ensure that no job applicant or employee should receive less favourable treatment on any grounds which are not relevant to good employment practice, in particular sex, sexual orientation, marital status, race, disability, religion or age.

In order that the Employer may maintain a positive work environment for all employees, you are required not to engage in or permit or encourage any fellow employee to engage in any sexual, racial, or other physical or verbal harassment or bullying of or unlawful discrimination against any person (whether or not an employee of the Employer) in the course of your or their employment by the Employer.

In some areas of recruitment, because of the nature of the work of the Diocese, preference may be given to practising Catholic applicants.

In view of the size of the Diocese and the specific nature of its work, opportunities for career progression are limited.

4. Salary policy and working hours

In recruiting staff, the Employer will offer a fair salary, taking into account the skills required and responsibilities of the position, and local rates. Each year the salaries of all staff will be reviewed with any changes normally implemented from 1st January, however it should be noted that a pay increase at review is not automatic. Overtime is not payable but can be taken as time in lieu, but only with prior agreement of the Employer. Lunch break is unpaid. Payment of salary is made by the end of the month in arrears normally by credit transfer to your personal bank account.

We reserve the right, at any time during or upon termination of your employment, to deduct, from your pay or from any other sums due to you, any amounts owed to the Diocese of Arundel and Brighton by you, including but not limited to any overpayment of salary, outstanding loans or advances, overpaid expenses, the cost of repairs to or replacement of property belonging to the Diocese of Arundel and Brighton and damaged by you or not returned to us, or excess holiday pay. If the amount you owe to the Diocese exceeds the amount due to you, you will be expected to pay the balance on or before your last day of employment. In the event of unauthorised absence, we reserve the right to deduct salary pro rata for the hours lost.

The standard full time employment is 35 hours for a five day week. Your lunch break, which is unpaid, may be taken at any time between 12.00 noon - 2.00pm, or as directed. Your working pattern will be notified to you in advance of the days to be worked.

5. Holiday Entitlement

You are entitled to four weeks per year; for a five-day working week this equates to 20 discretionary days a year. You are also entitled to all statutory and public bank holidays. If as a specific request you are required to work on a weekend day, or statutory bank holiday, and these do not form part of your normal contracted days, then you are entitled to a day off in lieu at the normal salary rate. Our holiday year runs from 1 January to 31 December.

Your precise entitlement is pro rata the number of hours actually worked. This calculated as up to 28 holiday hours within a total work period of 260 hours, and includes all the holidays outlined in the paragraph above. Directed hours/days are always deducted first from the total entitlement to give the balance as discretionary hours/days.

You should take all your holiday entitlement within the calendar year. Only in exceptional circumstances and provided you have taken at least four week's holiday during the leave year may any unused holiday be carried over to the next year, with the approval of your manager. Annual leave is to be taken at times approved in advance by your manager. Normally, you would be expected to take at least two weeks of the total entitlement in one continuous period.

Should your employment come to an end before all accrued holiday entitlement has been taken, a payment in lieu of holiday foregone will be made. However, you will normally be expected to take all outstanding leave during your notice period unless otherwise decided by the Employer. In the event that you have taken more holiday entitlement than had accrued to you by the date you leave, any payment due (accrued salary, notice or other sum due to you) will be reduced accordingly

During your first year of employment, you will be entitled to annual leave on a pro-rata basis. This will be calculated on your total normal working days in the current holiday year. Whilst holiday entitlement will accrue during your probationary period, it will not normally be authorised during this time unless you have told us of previous holiday arrangements made before you join us.

6. Sickness

In the case of sickness, you should advise your manager on the first day of absence as soon as possible, giving an indication, if known, of the probable length of absence. The rules set out in the Statutory Sick Pay Scheme apply to your employment. Qualifying days for statutory sick pay will be any day in the normal working week Monday-Friday.

Upon completion of one year's service you will be entitled to the following payments provided the manager is informed within forty-eight hours. However, for a period of absence in excess of seven calendar days the manager requires the certificate of a registered medical practitioner:

- a) for the first three months of such incapacity you will be entitled to full pay;
- b) for the next three months of such incapacity you will be entitled to half pay.

The periods of absence are calculated over any twelve month rolling period, so that, on any given day of absence, entitlement is calculated by reference to the preceding twelve months.

Any sick pay paid will include any Statutory Sick Pay payable for that period and will be calculated on your basic contracted hours.

Provided you meet the conditions of the scheme, SSP is payable for up to 28 weeks of sickness absence in either:

- one period of incapacity for work (PIW), or
- any number of periods linked by 56 calendar days (8 weeks) or less. These cannot extend for more than three years.

The first three days of any period of sickness are classed as waiting days, and are therefore unpaid, unless they are part of a linked PIW. The government fixes the rate of SSP. To be entitled to SSP you must earn at least the equivalent of the Class 1 National Insurance lower earnings limit.

For SSP purposes, your "qualifying days" will be the days on which you normally work. If you fall sick during your annual holiday or on a statutory holiday, the holiday pay you have already received will include any entitlement to SSP.

The Employer may find it necessary to seek guidance or information about your health and you may be required to attend an examination by a General Medical Practitioner nominated by the Employer. You may be asked to authorise your own doctor to discuss your medical records with the General Medical Practitioner nominated by the Employer (subject to the provisions of the Access to Medical Reports Act 1988).

Employees, their spouses and children under 18 may join the Diocesan Healthcare Trust. Details available on request from the Finance Office.

7. Emergency and Parental Leave

You may take a reasonable amount of time as occasional unpaid leave to deal with family emergencies involving dependants. Unpaid leave may also be taken to care for any person who reasonably relies on the employee for assistance in an emergency or if they fall ill. You must inform your manager as soon as reasonably possible. The Diocese will meet all statutory regulations covering emergency and parental unpaid leave. For full details as to how and when you may exercise such leave, and the notice that you have to give, please refer to your manager.

8. Maternity Paternity and Adoption Leave and Pay

The Employer will meet all statutory rights for eligible employees for maternity, paternity or adoption leave and pay. You must give the manager the minimum statutory notice of your impending leave together with the appropriate certificate.

9. Absence from Work

If you wish to be absent during normal working hours other than for meetings or conferences in connection with your work, the consent of your manager should be obtained. No salary is payable for periods of unauthorised absence.

10. Retirement

There is no fixed retirement age for employees.

11. Pension Scheme

The Diocese operates a Qualifying Workplace Pension scheme in line with auto-enrolment legislation. The Diocese cannot make contributions to an employee's own personal pension fund. Please note Members should have received their annual statement from L&G. If not, please contact L&G and not the Finance Office.

12. Re-imbusement for Travelling and Other Expenses

(A) Expense Claims

All claims for expenses should be submitted on the Diocesan Claim Form (with receipts attached) to your line manager for approval. Authorised claims should then, where appropriate, be forwarded to the Finance Office at Bishop's House on or before the 15th of each month for payment with monthly salary. Any claims received after this date will be paid with the following month's salary.

(B) Inland Revenue Dispensation on Expenses

The Diocese has a dispensation from the Inland Revenue for the expenses of travel, car mileage (see rates below), public transport; and subsistence and modest entertaining incurred wholly, exclusively and necessarily by Diocesan employees in the course of their duties. This means that you will not need to declare these expenses to the Inland Revenue. All expenses must be agreed and approved beforehand by your line manager.

(C) Inland Revenue Authorised Car Mileage Rates

You may claim car mileage at the rate of 45 pence per mile up to the first 10,000 miles, and 25 pence per mile in excess of 10,000 miles. Public transport should be used wherever possible as the first choice.

(D) Private Cars for Business Use

You must check that your car insurance provides cover for business usage – not just for travel to and from your place of work. The Diocese cannot accept any liability if you fail to provide the correct cover. Usually insurers do not require further payment. The Diocese will not contribute to any extra premium. Also the car must be taxed, have a current MOT certificate and be properly maintained.

13. Health and Safety

The Health and Safety at Work etc. Act 1974 requires that you conduct yourself in such a manner that you do not affect your own or others' health and safety. You are expected to take a mature and intelligent attitude towards health and safety and to do everything possible to minimise the possibility of any accident occurring. You must familiarise yourself with the Employer's Health and Safety procedures at your place of work and you will be required to sign a checklist on completing an induction course.

You should ensure that there are no safety hazards in your working area. Any concerns should in the first instance be discussed with your manager. If you are not satisfied with the actions taken then you should inform the Vicar General.

You must report any accident involving injury sustained in the course of your duties as soon as possible to your manager and record it in the Accident Book situated at your location.

You are not allowed to smoke inside any of the Employer's buildings.

14. Disciplinary and Grievance Procedures

Grievance procedure

Should you have a grievance regarding any aspect of your employment, you should raise this, using the grievance procedure, in order that it may be investigated and settled if possible. In the first instance, a grievance should be raised with the Manager. Our grievance procedure, which is non-contractual, is in the Manager's Office.

Disciplinary procedure

The majority of employees will observe acceptable standards of performance and behaviour. Nevertheless, there will be circumstances when employees fail to comply with the rules and regulations laid down by the Diocese of Arundel and Brighton, or who fail to reach or maintain standards. The object of our disciplinary procedure is to give employees the opportunity to improve their performance/behaviour by outlining the standards required of them and the way the standards can be achieved.

In order to undertake an investigation into any allegations of a disciplinary nature, you may at any time be suspended on full pay, or excluded from our premises, or both. In the first instance, an appeal against a disciplinary penalty should be raised with the manager. Our disciplinary procedure, which is non-contractual, is in the manager's Office.

15. Trade Union Membership

You have the right to join or not to join a trade union. There are no collective agreements which affect these terms and conditions of employment.

16. Exclusive Service

During your hours of employment you will not be involved in any other business or occupation whatsoever without the prior consent in writing of the Employer.

17. Termination of Employment

You must give a minimum of one month's notice by writing to your manager.

If the Employer terminates your employment at any time, you will receive:

- a) one week's notice if your period of continuous employment is less than two years.
- b) one week's notice for each year of continuous employment if your period of continuous employment is two years or more, but less than twelve.
- c) twelve weeks' notice if your period of continuous employment is twelve years or more.

In all cases of termination of employment, by whichever party, we reserve the right to pay you in lieu of a proportion or all of the above notice periods at our discretion. For the avoidance of doubt, where you have received payment in lieu of notice you will not be entitled to any additional compensation in respect of any holiday which would otherwise have accrued during your notice period.

Irrespective of the above, your employment may be terminated without notice, or pay in lieu of notice, if you are summarily dismissed on the grounds of gross misconduct. In addition, if you are dismissed by reason of gross misconduct, or resign without giving proper notice to us, then the amount of any payment in lieu of untaken holiday shall be calculated as if you were only entitled to the statutory minimum holiday.

18. Records

It is your duty to inform your manager of any changes in your circumstances (e.g. address, marital status, next of kin etc.)

19. Change in Terms and Conditions

The Employer reserves the right to make changes to your conditions of employment in relation to place of work, duties or responsibilities or type of work from time to time. Any such changes in the terms will be notified, in writing to you or otherwise brought to your attention at the earliest opportunity.

20. Confidential Information and Outside Communications

You shall not, except as authorised or required by your duties or obliged or permitted by law, disclose communicate or otherwise make public any information concerning the affairs and finances of the Employer, any information relating to the Employer's employees or members of the Diocese including any personal matters which may come to your knowledge during and as a result of your employment.

In the event that you consider that your employer or members of the Diocese have behaved in any way which you believe to be inappropriate, you should refer the matter first of all in writing to the Vicar General. In the event that you fail to do this and subsequently make public your concerns, you may be liable to disciplinary action (including dismissal) and may not benefit from any statutory protection in that regard.

You shall keep with complete secrecy all confidential information entrusted to you and shall not use or attempt to use any such information except insofar as you are required to do so in fulfilment of your employment.

This restriction shall continue to apply after the termination of your employment without limit in time but shall cease to apply to information or knowledge which is ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law.

You must not make contact with or communicate with any member of the press or media or anyone so connected, on behalf of the Employer unless you obtain the prior written permission of the manager. You are not permitted to publish any letters, articles or otherwise purport to represent the Employer unless you have obtained prior permission in writing.

21. Computer Facilities and Communications

Certain posts require the use of the employer's computer facilities. You are prohibited from using these facilities for personal purposes and the Employer may at any time monitor usage and/or audit stored files. You may only use the facilities for internet access or email as directed by the Employer. Use of the facilities to retrieve, store or transmit threatening, obscene or offensive material, or to attempt to break into secure systems (hacking), could lead to disciplinary action and/or criminal prosecution. You must not divulge your password to anyone other than the Employer or his designated individuals. You must not make improper use of either your own or other people's passwords.

Only licensed software may be used on the Employer's computers. Copying and use of software, without permission, is a breach of the software manufacturers' copyright. You must not attempt to install, use, store or distribute any non-standard software or computer programs (including screensavers) on the computers (including those downloaded from the Internet or from magazine cover disks) without specific written permission from the Employer.

You are not permitted to use, make or receive communications by telephone, fax or mail for personal reasons other than emergency use. You are also not permitted to make or receive personal calls on mobile telephones during normal working hours unless agreed in advance with your manager.

You should refer to your manager for guidance on these issues.

22. Personal Possessions

You are responsible for any of your possessions brought on to the Employer's property. The Employer will not accept responsibility for any loss.

23. Employer's Property

You shall promptly whenever requested by the Employer or the manager and in any event upon the termination of your employment (for whatever reason) deliver up to the Employer all documents, records, papers, computer records, or other of the Employer's property which may be in your possession or under your control and relate in any way to the property, business or affairs of the Employer. Further, no copies shall be retained by you under any circumstances.

24. Unauthorised Possession of Property

If you are found in unauthorised possession of property belonging to the Employer or any other employee, or other third party you will be suspended on pay and will be subject to further investigation which may lead to serious disciplinary action or dismissal.

25. Data Protection Act

You agree to act in accordance with the Data Protection Act 1998 at all times during your employment and to comply with any policy introduced by The Trustees of the Diocese of Arundel and Brighton in order to comply with it, including any policy on the transfer of data outside the European Economic Area.

The expressions 'personal data' and 'sensitive personal data' below have the same meanings as those expressions bear in the Data Protection Act 1998.

For the purposes of the Data Protection Act 1998, you consent to the holding and processing of personal data about you for all purposes relating to the performance of this contract including, but not limited to:

- administering and maintaining personnel records
- paying your salary and expenses
- appraising your performance
- maintaining records of the time you spend performing your duties
- taking any decision as to the termination of this contract
- providing information to the tax authorities for VAT purposes, and to the HMRC or Contributions Agency if this becomes necessary to enable the Diocese of Arundel and Brighton to enforce its rights.

Personal data relating to you may be kept electronically or in hard copy format. Personal data may be disclosed or transferred to other employees of the Diocese of Arundel and Brighton, and to other persons as may be reasonably necessary for the purposes of or in connection with your employment or the business of the Diocese of Arundel and Brighton and as otherwise required or permitted by law.

You agree that we may process sensitive personal data relating to you in connection with your employment or the activities of the Diocese of Arundel and Brighton. Sensitive personal data includes medical details and self-certification forms and other similar information, and details of gender, race and ethnic origin, disability, sexual orientation, religion and age. You agree that we may also disclose or transfer such sensitive personal data to other persons if it is required or permitted by law to do so or for the purpose of equal opportunity monitoring.

Personal information obtained from you and about you during the course of your work with the Employer will be held in your personnel file.

Your file will include some of the following, where appropriate:

Name, address, marital status, date of birth; job application form; curriculum vitae; acceptance letters; contract of employment; contract amendments; job description; assessment reports; disciplinary letters; sickness reports and notes; holiday information; absence information; next of kin; bank details; mortgage request replies; references given; payroll details; pension information.

This information will be held up to three financial years after you leave our employment. The file will then be destroyed by shredding.

26. Safeguarding

You must familiarise yourself with the Employer's Safeguarding Policy. At the Employer's discretion, police checks may be made on you whether or not your work brings you into contact with children or vulnerable adults.

27. Criminal Records

Your appointment is subject to your confirmation that you have not been convicted of a criminal offence, been given Police cautions or been subject to any Bind Over Orders which have not previously been disclosed to the Employer. The Employer may undertake his own checks.

28. Gifts, Entertainment, Bequests, Bribery

An employee is not normally allowed to receive gifts, entertainment or bequests in the course of his/her duties. Any such gifts etc must be discussed with the Employer who may require them to be either declined or passed over immediately to the benefit of the Diocese. The Diocese has a zero tolerance policy on bribery.