



(CE-CB-SECRETARY)

**Preliminary Notes**

1. This style is for congregations constituted in terms of the Model Constitution i.e. with a Congregational Board or with a Deacons' Court or a Committee of Management. If you are operating under a different form of constitution, you should use the Kirk Session style.
2. It is important that the endnotes and the references contained within the style contract are **removed** prior to the issue of the contract to the employee either in draft or final form.
3. It is anticipated that this post is one where the nature of the duties DO NOT constitute "regulated work" with children and/or protected adults (see the job description attached). The post holder, therefore, does not require to be checked via the Church's Safeguarding Service with a view to becoming a Scheme member in terms of the Protection of Vulnerable Groups (Scotland) Act 2007 ("PVG"). Indeed, it would be unlawful to require this. It remains important, however, that a proper recruitment process (including the obtaining of satisfactory references) is carried out. If you are in any doubt as to whether the duties of the post will in fact constitute regulated work within the meaning of the PVG Act, please contact the Safeguarding Service at telephone number 0131 240 2256. Email: [safeguarding@cofscotland.org.uk](mailto:safeguarding@cofscotland.org.uk). Please also read the endnote to Clause 14 of the following contract.
4. For general advice, see our employment law circular at: [http://www.churchofscotland.org.uk/resources/subjects/law\\_circulars](http://www.churchofscotland.org.uk/resources/subjects/law_circulars)

# CONTRACT OF EMPLOYMENT

of

THE SECRETARY of

.....  
CHURCH OF SCOTLAND CONGREGATION

1. Employer

The Employer is the Congregational Board of <sup>ii</sup>  
Church of Scotland Congregation, Scottish Charity Number SC0 per the Clerk to the  
Board.

2. Employee

The Employee is <sup>iii</sup>

3. Commencement

The employment commences on <sup>iv</sup>  
which is the date of commencement of continuous employment.

4. Duties etc.<sup>v</sup>

The Employee will carry out diligently the whole duties pertaining to the post of Secretary as detailed in the annexed Job Description set out in Schedule 1 to this contract, as such duties may be adjusted from time to time by the Employer.

5. Place(s) of Employment<sup>vi</sup>

The Employee's place(s) of work is/are

6. Salary

Salary will be payable at the rate of £ per annum, payable in arrears per  
calendar month. The salary will normally be reviewed annually by the Employer.

7. Hours of Work etc

The Employee's normal hours of work will amount to <sup>vii</sup> hours per week but he/she  
will work sufficient hours properly to complete the duties incumbent upon him/her.

8. Holidays

The holiday year is from 1st January to 31st December. Holiday entitlement is <sup>viii</sup> weeks  
*per annum*, the period during which holidays may be taken being at the discretion of the  
Employer.

If, on termination of the employment, holidays already taken exceed entitlement, the  
Employer reserves the right to deduct the equivalent sum from any monies owing to the  
Employee at the time.

9. Sickness Pay and Benefit

In any period of twelve consecutive months:

- (a) The Employee will be granted full salary during the first <sup>ix</sup> months/weeks of sick leave and half salary for the next months/weeks. At the discretion of the Employer, the period of full pay and/or half pay may be extended.
- (b) For absences through illness of up to seven days the Employee shall self-certify, in writing to the Clerk to the Board, the reason for his/her absence. In all other cases of absence through illness, medical certificates must be presented to the Clerk to the Board and any National Insurance Benefits receivable will be deducted from the gross salary payable.
- (c) Such period or periods of full pay and/or half pay shall not exceed in total 13 weeks in any 12 month period.

10. Pension Provision<sup>x</sup>

The Employee will be automatically enrolled in the [*insert as appropriate – e.g. National Employment Savings Trust*] if eligible in accordance with the Employer's obligations under the Pensions Act 2008. Full details regarding the pension scheme, including the rate of Employee and Employer contributions and the Employee's right to opt out or in, will be provided separately prior to the commencement of employment. A contracting out certificate is not in force in respect of this employment.

11. Notice of Termination of Employment<sup>xi</sup>

The Employer will give the following notice of termination of employment except in cases of misconduct of a serious nature when the Employee may be suspended or dismissed:

<u>Period of Continuous Employment</u>	<u>Period of Notice</u>
Up to one month:	None
More than one month but less than 2 years:	1 week
Thereafter increasing by 1 week for every year of continuous employment up to a maximum of:	12 weeks

The Employee will give a minimum of two months' notice of intention to resign.

It is understood that the Kirk Session of the Congregation has power, after consultation, with the Employer, to direct the Employer to suspend or terminate the appointment of the Employee all in accordance with the terms of this Contract.

12. Disciplinary Matters<sup>xii</sup>

The matters which can lead to disciplinary action or dismissal by the Employer include the following:-

- i. Irregular attendance at work.
- ii. Persistent lateness in attending to duties.
- iii. Unsatisfactory work performance over a reasonable period of time.
- iv. An unwillingness to accept authority or failure to carry out any reasonable instruction given in the course of duty.
- v. Disclosure of information acquired in the course of duty or any wilful act or default which prejudices the interests of the Congregation.

- vi. Action or behaviour likely to reflect adversely on the Church of Scotland or bring its name into disrepute.
- vii Failure to notify the Clerk to the Board of non-attendance at work.
- viii Failure to produce medical evidence of illness lasting more than seven days.

The disciplinary procedure set out in Schedule 2 annexed shall apply to the Employment.

13. Redress of Grievances <sup>xiii</sup>

The grievance procedure set out in Schedule 3 annexed shall apply to the Employment.

14. Protection of Children and Young People/Protected Adults <sup>xiv</sup>

The Employee acknowledges that he/she has received, read and understood the Church of Scotland’s Code of Good Safeguarding Practice. He/she undertakes to comply with the Code and relative Church of Scotland Safeguarding guidelines in so far as relating to his/her employment. He/she understands that it is his/her duty to protect any children and young people/protected adults with whom he/she comes into contact. He/she is aware of what action to take if abuse is discovered or disclosed. In the event of the duties of the post being amended by agreement so as to constitute regulated work with children and/or protected adults, the Employee acknowledges that he/she will require to become a PVG schedule member.

15. In these terms and conditions no particulars are entered in respect of the matters covered by paragraphs (g), (j) and (k) of Section 1 (4) of the Employment Rights Act 1996. <sup>xv</sup>

IN WITNESS WHEREOF this and the preceding [ ] pages and the three Schedules annexed are signed by the parties as follows:

.....  
**Employee**

.....  
**Clerk to the Board for and on behalf of the Employer**

.....  
 Date

.....  
 Date

.....  
**Witness (signature)**

.....  
**Witness (signature)**

.....  
 Witness full name

.....  
 Witness full name

.....  
 Witness address

.....  
 Witness address

## **SCHEDULE 1 <sup>xvi</sup>**

referred to in the foregoing Contract

The Employee will carry out the whole duties pertaining to the post of Secretary which shall include:-

1. organise and maintain church calendar;
2. order and maintain office supplies, equipment and church stationary;
3. maintain and organise reception area;
4. route incoming faxes to appropriate staff;
5. pick up, distribute and disseminate all mail and correspondence received;
6. answer all telephones, taking appropriate messages, screening calls for appropriate staff;
7. check email and draft responses;
8. co-ordinate scheduling for baptisms, weddings and funerals;
9. type, print, and fold weekly bulletins;
10. keep accurate membership records (new members, baptisms, weddings, deaths, etc.);
11. keep mailing list up-to-date;
12. prepare Annual Reports;
13. schedule and attend meetings of Congregational Board/Kirk Session and record minutes;
14. routine filing of paperwork;
15. prepare new members' information packs;
16. co-ordinate travel arrangements for speaking arrangements;
17. set up counselling meetings and other appointments;
18. co-ordinate employee meetings, lunches, etc;
19. prepare, proof, print, and disburse weekly bulletins;
20. maintain petty cash with accurate records and receipts;
21. type up sermons;

22. prepare bulletin for memorial services;
23. be ever conscious of the need for confidentiality;
24. carry out such additional duties as may reasonably be requested from time to time.

[The following items can be used if there is no accounting manager or business administrator:]

1. process weekly payroll;
2. make sure quarterly payroll reports are completed and submitted;
3. pay all incoming invoices;
4. some accounting and book-keeping;
5. prepare and maintain an Office Procedures and Reference Manual.

## SCHEDULE 2

referred to in the foregoing Contract

### DISCIPLINARY PROCEDURE

The Employee shall be responsible on a day to day basis to <sup>xvii</sup>, , who may, if his/her work or conduct is considered unsatisfactory, arrange an informal meeting with him/her to explain any shortcomings and suggest ways of correcting them in the future. This is not part of the formal procedure set out below. If the Employee's work performance is considered sufficiently serious, then a formal procedure shall be implemented as set out below.

#### Formal Procedure

1. The formal procedure will be implemented by the Employer if the informal stage fails to result in the desired improvement or in the case of any matter that is considered sufficiently serious. The Employer will arrange to establish the facts of the case to decide whether disciplinary action may be required. In some instances this will involve the holding of an investigatory meeting with the Employee before proceeding to any disciplinary hearing. In others, the investigatory stage will be the collation of evidence by the Employer for use at any disciplinary hearing. Where this is practicable, such investigation will be carried out by someone other than the person who conducts any subsequent disciplinary hearing. Following such investigation, if it is decided that a disciplinary hearing is appropriate, the <sup>xviii</sup> will send to the Employee a written statement setting out the nature of the alleged misconduct or poor performance and its possible consequences in good time for him/her to consider the contents prior to the meeting referred to below.
2. Following the production of the statement referred to in paragraph 1 above, the [w] will, as soon as reasonably practicable, arrange a disciplinary meeting with the Employee and with such other persons as the Employee or the Employer may consider necessary. The Employee is entitled to be accompanied by a fellow employee or another person of the Employee's choosing who has had no involvement in the matter. If the date or time arranged for the meeting is unsuitable, the Employee may suggest another date or time within 5 working days from the hearing date that has been proposed. The Employee may be entitled to call witnesses at such a meeting but must first give the [x] reasonable notice of the witnesses that he/she intends to call.
3. The disciplinary meeting shall be conducted by a Committee set up by the Employer to consider the complaint. After taking submissions and evidence from the Employee, any witnesses that the Employee may have called, and from any other appropriate source, the Committee shall decide what action should be taken and may:-
  - (a) decide that the Employee is not in breach of the Contract of Employment;
  - (b) consider that there has been a breach which warrants the issuing of an oral warning that such a breach must not recur;
  - (c) in more serious cases, issue a formal written warning that any repetition of the breach will result in the Employment being terminated;

- (d) terminate the Employment with notice either where there have been previous warnings or the conduct has been sufficiently serious to warrant such dismissal;
  - (e) terminate the Employment without notice where the breach of contract is considered sufficiently serious to warrant summary dismissal.
4. (a) The decision of the Committee will be communicated to the Employee and confirmed in writing, together with notification of the Employee's right to appeal the decision. Any warning will indicate the breach of the Contract of Employment and what steps the Employee must take to prevent a repetition of such breach. The Employee will also be informed that if his/her performance remains unsatisfactory after written notice of breach and of the improvements required after the expiry of the period of time within which it is expected that the improvements should be achieved, or if further breaches occur, the Employee will be dismissed. Any such written notice shall state the period for which it shall remain in force.
- (b) If the decision is that the Employee shall be dismissed, then the written Notice of Dismissal shall state the misconduct which had led to the dismissal, why the Employee is guilty of that misconduct and shall notify him/her of his/her right of appeal.
5. If the Employee is dissatisfied with that decision then he/she may appeal against it in writing to the [y]. Such appeal must be made in writing to [z] within 5 working days of receiving written confirmation of that decision and must set out the reasons or other submissions the Employee wishes to make. The Employer may require such submissions to be supplemented orally or in writing as considered appropriate.
6. On receipt of the Employee's notification of the desire to appeal, an Appeal Committee shall be set up by the Employer which shall be entitled to seek such other submissions, orally or in writing, from the Employee or such other persons as the Appeal Committee may think fit, and shall then either confirm a decision or substitute it with such decision as it considers appropriate. xix



### **SCHEDULE 3**

referred to in the foregoing Contract

#### **GRIEVANCE PROCEDURE**

If the Employee has any grievance relating to his/her Employment then this should, in the first place, be raised on an informal basis with <sup>xx</sup>

If the Employee is dissatisfied with the response then he/she should initiate the formal grievance procedure. To do that the Employee must set out his/her grievance in writing and send the statement, or a copy of it, to <sup>xxi</sup>

Thereafter, the Employer will arrange within 14 days (or as soon as reasonably practicable) a meeting to discuss the grievance. The meeting cannot take place unless the Employer has had a reasonable opportunity to consider his response to the written statement. The Employee must take all reasonable steps to attend the meeting. The Employee is entitled to be accompanied by a fellow Employee or another person of the Employee's choosing who has had no involvement in the matter. If the date or time arranged for the meeting is unsuitable, the Employee may suggest another date or time within 5 working days from the hearing date that has been proposed. The Employee may be entitled to call witnesses at such a meeting but must first give the [x] reasonable notice of the witnesses that he/she intends to call.

After the meeting, the Employer must inform the Employee in writing without unreasonable delay of his/her decision in response to the grievance and notify him/her of the right of appeal against the decision if the Employee is not satisfied with it.

If the Employee wishes to appeal he/she must inform the Employer whereupon the Employer must invite him/her to attend a further meeting within 14 days (or as soon as reasonably practicable). The appeal group which shall hear the appeal shall be made up of members of the Congregational Board who have not been involved in consideration of the initial grievance. The Employee must take all reasonable steps to attend the meeting. After the appeal meeting, the [y] shall inform the Employee in writing and without unreasonable delay of the Employer's final decision.

Where the Employee has ceased to be employed, but wishes to bring to the Employer's attention a grievance which he/she had not raised before the date of termination, the parties may agree to the matter being handled in line with foregoing procedure, except that in that case there will be no right of appeal against the Employer's decision.

Where the Employee raises a grievance during a disciplinary process the disciplinary process may be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both cases concurrently.

## TIPS AND NOTES FOR COMPLETION

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<sup>i</sup> Insert the name of the Congregation.

<sup>ii</sup> Insert name and charity number of the Congregation

<sup>iii</sup> Insert the Employee's name.

<sup>iv</sup> The date on which the employee is to start work with you should be inserted here. However, if the employee has previously been employed by you (whether in the same post or a different one) and he/she was so employed immediately before the date on which he/she is to start work under this contract, the date to be inserted above should be the date he/she first started working for you.

### Fixed term contracts –

If the contract is to last only for a fixed term, that should be stated in this clause e.g. *The employment commences on 5<sup>th</sup> June 2011 which is the date of commencement of continuous employment and shall be for a fixed period of two years terminating on 4<sup>th</sup> June 2013.*

Please note however that the employment rights of a fixed term employee have been put on much the same basis as those of a permanent employee and there may therefore be little advantage in constituting a contract on a fixed term basis. For example, failure to renew a fixed term contract at the end of its term counts as a dismissal. Also after the employee has been with you for a year, they can take a claim to an Employment Tribunal alleging unfair dismissal. It will be a defence if the post has become redundant and a fair process has been followed including the necessary consultation. After more than two year's employment, the employee in such a case will however be due a redundancy payment. It is quite a complicated topic and if unsure, please contact us for further advice.

### Retirement age

This clause used to specify a retirement age. However, a retirement age at which the employee might be “compulsorily” retired has been removed from the style because of the abolition of default retirement ages.

<sup>v</sup> This refers to the Job Description which will have to be made up to detail all the expected duties.

<sup>vi</sup> This should be completed to list all Churches, etc. where the Secretary is expected to carry out his/her duties.

<sup>vii</sup> If the number of hours worked per week varies then it will be necessary for the purposes of the Minimum Wage legislation for the contract to state a daily average number of hours and the following should be inserted in place of what is stated in the style contract:-

*The Employee shall work sufficient hours properly to complete the duties incumbent on him or her but the average number of hours to be worked by the Employee shall be [ ] per day.*

If the average number of hours changes in the course of the contract then a separate “daily average agreement” should be attached onto the agreement. A style is included in our Employment Law Circular.

See: [http://www.churchofscotland.org.uk/resources/subjects/law\\_circulars](http://www.churchofscotland.org.uk/resources/subjects/law_circulars)

<sup>viii</sup> The amount of holiday you are giving should be inserted. Currently the statutory minimum entitlement is 5.6 weeks paid holiday per annum and you cannot give less than that. Depending on the circumstances for a post such as this, it may be easier to express holiday entitlement in hours off rather than weeks. For a handy government ready reckoner to help you calculate statutory minimum holiday entitlement click on:

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<http://www.businesslink.gov.uk/bdotg/action/layer?r.11=1073858787&topicId=1079427399&r.12=1073858926&furlname=annualleave&furlparam=annualleave&ref=&domain=www.businesslink.gov.uk>

### Public Holidays

There is no legal entitlement to public holidays or days off in lieu in addition to the statutory minimum entitlement and with a part time employee, depending on when the public holidays fall, this can add complications. However, if you wish to give public holidays, a possible clause (to go in after the second sentence in this clause) could read:

*“In addition, there will be an entitlement to X days public holidays or alternatively as agreed between the Employer and the Employee X further days in lieu of public holidays.”*

### Holiday cover

As this is an employer/employee relationship, it is up to the employer to arrange cover for holidays (and indeed sickness).

<sup>ix</sup> There is no obligation on an employer to offer anything other than statutory sick pay to an employee and it is up to the Employer to determine what additional sickness pay it wishes and can afford to give. It is suggested that periods of from one month to three months full pay and a corresponding period of half pay may be appropriate, depending on the circumstances.

<sup>x</sup> It is vital you read this section alongside the Law Department Guidance on Auto Enrolment, available on the Law Circulars section of the Church of Scotland website. The Guidance will help you to ascertain what your ‘staging date’ is and what category your worker currently falls into (i.e. whether they are eligible for auto-enrolment or whether you simply need to make them aware of the scheme they may opt in to). It is also imperative that you diarise to review the pension position annually as your worker could fall into a different category as their salary increases or they fall into a different age bracket.

<sup>xi</sup> The periods of notice to be given to the employee are the statutory minimum. You can be more generous if you wish. The law does not specify the minimum period of notice an employee must give and you should fix this in accordance with your own requirements. However, if it is too long, it may be difficult to enforce. It is important to note that, for a dismissal to be fair, an Employee cannot simply be given notice and dismissed unless the Employer has first followed a fair procedure. Further guidance is available from the Law Department should you be contemplating the dismissal of an Employee.

<sup>xii</sup> You can add or subtract from the list of examples given (although the list is a tried and tested one and should cover most forms of unacceptable conduct). The disciplinary procedure attached complies with ACAS guidelines. If you wish to make substantial changes, please contact us for further advice as the procedural aspects of disciplinary and grievance matters are extremely important and are strictly regulated by the courts.

<sup>xiii</sup> The same advice as in Clause 12 (endnote 12) applies.

<sup>xiv</sup> This is hopefully self explanatory but if any further advice is needed, please contact the Safeguarding Service.

<sup>xv</sup> A statement of this kind is required under Section 2(1) of the 1996 Employment Act.

Paragraph (g) refers to non-permanent or fixed term employment and if this is a fixed term contract the reference to paragraph (g) in clause 21 will require to be deleted.

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Paragraphs (j) and (k) refer respectively to collective agreements and working abroad and are not therefore likely to be relevant for a contract of this type but the absence of terms and conditions relative to these matters must be stated as above.

<sup>xvi</sup> This is only a suggested style and will need to be redrafted to meet your own particular requirements. Not all of the suggested clauses will fit the bill.

<sup>xvii</sup> There should be inserted the name of the office bearer to whom the employee will be responsible on a day to day basis. It is suggested that it would be preferable to refer to a specific office such as Clerk to the Congregational Board rather than a named individual. In cases where reference is made in the body of the contract to the day to day direction of the employee being the responsibility of the Minister then it is the Minister who should be mentioned at this point.

<sup>xviii</sup> Here refer to either the office bearer mentioned in paragraphs 1 & 2 or the office bearer, if different, who will be responsible for dealing with this and the following matters of administration – this will be the person who should also be named at insertions [w, x, y and z] in subsequent paragraphs.

<sup>xix</sup> The same procedures apply to Appeal meetings as apply to the initial disciplinary meeting i.e the Employee is entitled to be accompanied and to call witnesses. No one who has participated as a decision-maker in the original disciplinary process should subsequently take part in the Appeal process.

<sup>xx</sup> Insert the name of the office bearer to whom the Employee will be responsible on a day to day basis. It is suggested that it would be preferable to refer to a specific office such as Clerk to the Congregational Board rather than a named individual. In cases where reference is made in the body of the contract to the day to day direction of the Employee being the responsibility of the Minister then it is the Minister who should be mentioned at this point.

<sup>xxi</sup> Insert the name of the office bearer to whom the statement of the written grievance should be sent. It is suggested that this should be different from the office bearer named above. This office bearer should also be mentioned at x and y in subsequent paragraphs.