



HR Toolkit

HR Toolkit

What is it and how do I use it?

Our people are the most important part of our parishes and church communities.

The purpose of the toolkit is to help us to manage our people well – both employees and volunteers. It provides guidance notes and templates on most stages of the employee and volunteer life cycle – including recruitment, induction, training and development and leaving our parishes or communities.

The documents are for you to use and to adapt to suit your parish. They are not intended to replace good practices and documentation that you already have in your parish.

Please click onto the topic that you are interested in, and it will take you through to the guidance notes, templates and some frequently-asked questions.

If further guidance would be useful, please contact the Andy or Melissa in the People Team at Church House Guildford (Andy.Morgan@cofeguildford.org.uk, Melissa.Coley@cofeguildford.org.uk).

Please note that these resources are continuously being developed, so please let us know if there is any further topics that you would like us to include in our toolkit.

We have taken care in developing the guidance and templates; however, they are not intended to be a substitute for specific HR or Legal advice. The Diocesan Board of Finance cannot be held responsible for any errors or omissions.

Recruiting

This section is about recruiting successfully - getting the right person, in the right place, at the right time.

1. Planning for a vacancy

- 1.1. Take your time and plan in advance. This includes informing, engaging with and seeking approval from key forums, such as your PCC. You also need to ensure that you have an agreed budget for the remuneration package, including salary and any other benefits that you provide, and the employer costs for pension and National Insurance. See [Pre-Employment Checklist](#)

If this is the first time that you are recruiting a member of staff, there are a number of steps that you need to take. See the [Getting started – becoming an employer’ guidance](#).

- 1.2 Be clear about who is responsible for the recruitment process and that everyone involved is made aware of the legislation involved, e.g. the Equality Act 2010. You must comply with the Safer Recruiting Practice Guidance which can be found on the diocesan website. Please note that this practice guidance applies to all recruitment – including paid employees, volunteers and interns. It is also highly advisable to specify at this stage who will supervise and manage the role. For further information, reference the Safeguarding resources on the Diocesan website and section 14 in the template [Staff Handbook](#).

<https://www.cofeguildford.org.uk/about/safeguarding-inclusion/safeguarding-resources>

2. The recruitment Process

The process will vary from role to role but the key steps normally are.



2.1 **Job description**

Before you advertise, you need to establish the requirements for the role – what it's responsible for and the experience and skills set needed to do the job well. Normally this will be drawn up by the PCC, or someone else on behalf of the PCC.

The job description includes the following...

- Overall purpose of the role
- Reporting line and if the role has supervisory responsibilities
- Who the role works with – in the parish and beyond
- Key responsibilities and tasks.

2.2 **Person specification**

- This includes the 'essential' and 'desirable' criteria that an individual needs in order to be selected for the position.
- What qualifications will the role require?
- What Skills and competencies are required?
- What knowledge and experience will the need?
- What personal qualities i.e. sympathy to the aims and values of the organisation?

See the [Job Description and Person Specification](#) template. Also, a range of sample [Job Descriptions](#) for parish-based roles.

2.3 **Key points to note..**

2.3.1 Equality Act 2010

No-one should discriminate on the grounds of sex, race, disability, sexual orientation, religion or belief or age. Your recruitment process should ensure that discriminatory criteria are not being used, e.g. if you ask for 'at least 6 GCSE's', this could be seen as discriminatory towards the older workforce, so you should put '6 GCSEs or equivalent'.

2.3.2 Occupational Requirements (ORs)

Under the Equality Act 2010, there are some exemptions that apply to the work environment which allow employers to require employees to have (or not to have) certain protected characteristics. These are called Occupational Requirements (ORs) – note that the burden is on the employer to show that there's an occupational requirement for a particular role.

The protected characteristics under the Equality Act 2010 are: sex, race, disability, age, religion and belief, marriage and civil partnership, gender reassignment and sexual orientation. Applying an OR to a role could mean that the parish will be potentially discriminating against an applicant who is not a practising Christian. Consequently, such individuals could bring claims of discrimination against the parish and, if so, the burden would be on the parish to persuade a tribunal that the use of the OR was justified and proportionate.

If the role requires an OR, the following wording can be used: *Genuine Occupational Requirement: The post carries an occupational requirement to be a practising Christian, in accordance with the Equality Act 2010.*

Parishes can reasonably expect their staff to keep to its values and culture and therefore the ethos of the parish, without actually belonging to its particular religion or belief. It is possible therefore to state in a job advertisement that the job holder must be *'in sympathy with the aims and ethos of the Church of England'*. This does not mean the same as asking them to be a Christian.

2.3.3 DBS (Disclosure and Barring Service)

A DBS is required for specific roles – for roles that involve regulated activity with vulnerable adults and children. If a DBS check is required, include the requirement on the Job Description.

Follow the link on the Diocesan website for guidelines on which roles require a DBS check and how to go about applying for it.

cofeguildford.org.uk/about/safeguarding-inclusion/disclosure-barring-service

2.4 **Terms and conditions**

Before advertising, you need to decide the type of contract and the key terms of employment. These might be determined by a 'Staff Handbook', if you have one, if not, you will need to consider the following.

Employer

- Who will be the employer? It is likely to be the PCC.

Type of contract

- What is the most appropriate type of contract?
- Will it be a permanent appointment or fixed term contract? A fixed term contract might be appropriate if the role is funded for a specific period of time, or if it is a project role that will last for a specific length of time. Will

the individual be self-employed? If so a self-employed contracts for services role would be appropriate. See [Contracts for Paid Parish Workers](#) in the link below [add in link]

Remuneration

- What is the appropriate salary level for the role? You can consult a range of sources to help you decide on the appropriate level - what other dioceses, parishes, or local charities, are paying for a similar role?
- You also need to consider what your parish can afford to pay You can consult government websites about the minimum wage at <https://www.gov.uk/national-minimum-wage-rates>
- What other benefits, if any, will you provide? e.g. child-care vouchers.

Pension

- What pension provision will you offer?
<https://www.gov.uk/workplace-pensions>

Sick Pay

- Sickness absence and payment provision – and if you have a policy which provides more generous provision than Statutory Sick Pay.
<https://www.gov.uk/statutory-sick-pay>

Hours

- What hours per week will be required to perform the role well?

Holidays

- How much holiday the employee will they be entitled to – and if you have a policy to provide more than the statutory minimum?
<https://www.gov.uk/holiday-entitlement-rights>

2.5 Advertising

At this stage, you need to decide how, when and where to advertise the role. Also, if you are going to request a CV and letter, or for the candidates to complete an application form. See sample [Job Advertisement](#) and [Job Application Form](#) templates.

2.5.1 What to advertise - key information to include.

- Job title
- Primary purpose of role
- Basic terms and conditions i.e. hours, holidays – you can choose whether or not to include the salary level, or say that salary details will be give upon request

- How to apply
- If the role requires a DBS check
- Closing date and provisional interview date [*recommend to advertise for at least 2 weeks*]

2.5.2 Where to advertise – use a variety of sources



2.6 **Shortlisting**

Once you've reached the closing date, collate all applications and ask at least 2 people to shortlist, using criteria from the job description and person specification. Not all criteria can be tested at shortlisting stage, sometime it might be necessary to wait until the interview process. See [Shortlisting Form template](#)

Recommend that you shortlist no more than 5 people for interview – this can be a challenge if you've received a large number of applications! You must be able to show your objective reasons for rejecting a candidate – and that there has been no unintentional discrimination. *Remember to keep all applications for 6 months before destroying them.*

2.7 **Interviewing**

Here are some hints and tips for a successful interview.

- Decide who will interview – recommend 3 - 4 people with different roles in the parish, such as a Church Warden, or Office Manager. It's often helpful to have someone external to the parish, e.g. for a Youth Worker vacancy, you could ask another parish's Youth Worker to join, or the Diocesan Youth Adviser.
- Prepare questions to assess the specific requirements of the role. Be sure not to ask personal questions i.e. 'Do you have adequate child care?'
- All questions must have a purpose to gain evidence of a technical ability or competence, for example team working, communication skills, leadership.
- Ask open questions to draw out wider responses, and use closed questions if you're clarifying ambiguous information. Don't have too many questions! [10-12 if a guideline].
- Let the candidate know the interview format in advance – if they'll be asked to give a presentation, how long should it be and in what format. And make them aware of who is on the interview panel!
- Make the interview room as welcoming as possible – Is the light good? Is there a glass of water available?
- Clarify arrival arrangements – who will welcome them, car parking etc.
- Give an opportunity for the candidate to ask questions.
- At the end of the interview, confirm how a decision will be communicated and when.
- Score after each interview and before you meet the next candidate.

Remember that the interview is also your opportunity to present the parish and role in a positive light. Also, this is a 2-way process – the candidates will be assessing you just as much as you are assessing them! See [Interview Assessment Form](#) template.

We should recognise that all candidates are likely to need some training or development to enable them to fully effective in their new role - or that they might not have all of the skills required to begin with – however, if you don't feel that you have found the right person, it's better to start again.

2.7 Making an offer

If you're now at the stage where you can issue an offer, you need to.

2.7.1 This should be made verbally initially, and should be conditional upon ...

- Receipt of satisfactory references, a social media check [recommended], and DBS, if appropriate.
- Evidence of the right to work in the UK [see Home Office guidance for which documents are applicable – add link].
- Evidence of qualifications required for the role, e.g. a finance or legal qualification.

- 2.7.2 A written offer and contract of employment should be issued once a candidate has said that they would like to accept the offer.
- 2.7.3 References: It's recommended to ask for at least 2 references, 1 of whom must be the current employer, or the last employer if the candidate is not working. [*Note that it is normal practice not to ask for a reference from a current employer until the candidate has given you express permission to do so*]. It is quite acceptable to ring a referee and ask for a verbal reference – you should document and date the reference. Personal references – you can ask referees to comment on the suitability of the candidate against the role and the person specification. You can ask how long they have known the candidate and in what capacity.

You should ensure that all checks are completed before the individual starts to work for you. See [Offer Letter](#), [Contract of Employment](#) and [Reference request](#) templates.

Some FAQ's

Q: Is it acceptable to request references prior to the interview?

It's not recommended that you do this for a couple of reasons. First of all, most candidates won't have told their employer that they are applying for a role and so it puts them in a difficult position with their current employer. Secondly, it could make the process unfair. If you receive detailed references for one candidate, but none or very little for another, it could mean that you are making a judgement based on unequal information.

The lack of detail in a reference is not generally a reflection on an individual as employers generally give very little information in a reference. Most companies now only provide job title and dates of employment. Our advice is that you only request references for your ideal candidate once you have conditionally offered them the role.

Q: Is it ok for me to ask a candidate if they have a disability or have experienced any long term sickness?

Under the Equality Act 2010 it is generally illegal to ask an individual about their health before you offer them a role, apart from in a limited number of situations, such as:

- You wish to find out whether any adjustments are required for the interview process and beyond,

- You need to find out if an individual can carry out a key part of the role, e.g. if a Verger or Operations Manager role may need to be able to lift and move equipment or chairs).

Q: Our new parish administrator has told us that they would like to be self-employed – is that ok?

Just because someone says they are self-employed, it doesn't mean that they are.

Employment status is based on some key indicators and each situation must be based on its own merits and as assessment should be carried out for each person.

Q: What about organists – are they self-employed or employees?

The appointment of organists and Directors of Music is covered by Canon Law (Canon B20), contract law and as appropriate, employment law.

The status of the working relationship between the organist and parish can be determined using the employment status indicator. In most cases you will find that the organist is an employee of the PCC.

In terms of remuneration, there has been a tradition of describing payment to the organist as an honorarium. However, a true honorarium is a 'one-off' payment after the event to say thank you to someone, it is not usually pre-determined. So, paying a regular sum of money each week or month (even when it is topped up occasionally with separate payments for weddings, funerals etc) is likely to be regarded as a 'salary'. Recent employment tribunal case law suggest that most, if not all, organists are employees, so it is generally safest to establish an employment contract.

Q: Can I employ an intern to undertake work experience?

There are a number of people working across the Diocese who are sometimes referred to as 'interns' or 'ministry experience volunteers'. They are frequently working in order to gain ministry experience, with a view to discerning possible future ministry in the church. The status of 'intern' has no basis in employment legislation and the term can be misleading. See [Ministry Experience Volunteers](#) document for guidance on bringing on-board those who are voluntary workers.

Templates

- [Pre-employment checklist](#)
- [Getting started – becoming an employer](#)
- [Contracts for Paid Parish Workers](#)
- [Job Description and Person Specification](#)
- [Job advertisement](#)
- [Job Application Form](#)
- [Shortlisting Form](#)
- [Interview Assessment Form](#)
- [Offer letter](#)
- [Generic Terms and Conditions of Employment](#)
- [Consultancy Agreement](#)
- [Reference Request](#)
- [Sample job descriptions for parish-based roles](#)
 - [Operations Manager](#)

Pre-Employment checklist template

This checklist is to ensure that all key actions have been completed prior to a new employee joining your parish.

Action	Who	When
<p>Rationale for role</p> <ul style="list-style-type: none"> Draft the rationale/case for the role – purpose, how fits into parish mission & vision, proposed timelines. 		
<p>Draft Job Description and Person Specification</p> <ul style="list-style-type: none"> Prepare draft for approval purposes and source sample benchmark salary and benefits data. 		
<p>Approval to move ahead with recruitment process</p> <p>Obtain PCC approval, in addition to any other individuals or forums in parish, such as an HR sub group.</p> <ul style="list-style-type: none"> Include total costs for role, including employer and employee costs. Agree who will own the recruitment process – in line with Safer Recruiting Practice Guidance 2016. Confirm who will own process, budget for recruitment exercise, where job will be advertised, who will be involved in the shortlisting and interviewing processes (recommend panel of 3-4 people, one of whom should be an experienced interviewer). 		
<p>Job description</p> <ul style="list-style-type: none"> Finalise both documents. 		
<p>Job advertisement</p> <p>Advertise role.</p>		

<p>Shortlisting</p> <ul style="list-style-type: none"> • Prepare shortlisting criteria & circulate to interview panel. • Shortlist 3-4 candidates & invite to interview. 		
<p>Interview</p> <ul style="list-style-type: none"> • Prepare and get sign off on interview questions. • Carry out interviews & document notes & recommendations. 		
<p>Job offer</p> <ul style="list-style-type: none"> • Prepare & issue job offer. 		
<p>Offer</p> <ul style="list-style-type: none"> • Confirm recommended candidate to Incumbent & get sign off to proceed with offer. Confirm terms & conditions of employment. • Prepare and issue offer letter and contract of employment & key forms to be completed, e.g. bank details form. <p>Note: Letter should confirm if a DBS check is required. Check requirement with Parish Safeguarding Officer or Parish Validator, or contact the Diocesan DBS Manager.</p>		
<p>References</p> <ul style="list-style-type: none"> • Offer letter should specify reference requirements. The norm would be to request at least two references, one of which should be current or most recent employer, or educational reference, if appropriate, and one personal reference). 		
<p>DBS check</p> <ul style="list-style-type: none"> • Get DBS reference check underway, if applicable. 		
<p>Safeguarding training</p> <ul style="list-style-type: none"> • Organise Safeguarding training, to be determined by role. <p>Recommend Core 1 on line to be completed.</p>		
<p>Social Media Checks</p>		

<ul style="list-style-type: none"> Carry out social media check i.e blogging, twitter, Facebook etc. 		
<p>Identity cards etc</p> <ul style="list-style-type: none"> Request photo and order ID badge. 		
<p>Equipment</p> <ul style="list-style-type: none"> Order IT and other equipment, such as mobile phone, if applicable 		
<p>Check receipt of ..</p> <ul style="list-style-type: none"> Check receipt of signed contract and employment forms. Check if DBS clearance has been obtained – if not, confirm to line manager that start date to be deferred until DBS clearance confirmed. 		
<p>Payroll arrangements</p> <ul style="list-style-type: none"> Confirm terms of offer & associated costs to Treasurer, or whoever manages payroll, or communicates with outsourced payroll provider. 		
<p>Induction</p> <ul style="list-style-type: none"> Prepare induction checklist & induction arrangements. 		

Getting started - becoming an employer

Becoming an employer can seem daunting but the key is to get the basics right. This guidance provides information to parishes on how to get started, including payroll and pension scheme obligations and HR policies and processes.

1. Key facts

- 1.1 You will need to tell HM Revenue & Customs (HMRC) if you are registering as an employer – you can do this up to 4 weeks before you pay your new staff. Alternatively, you may wish to use an outsourced payroll agency- further details about this can be found later on.
- 1.2 Arrange insurance – you need employers’ liability insurance as soon as you become an employer.
- 1.3 Decide how much you are going to pay people- you must pay your employees at least the National Minimum Wage, preferably you would pay them the London Living Wage.
- 1.4 Ensure that you know how to check if someone has the legal right to work in the UK
- 1.5 If you are going to employ staff who will require a Disclosure & Barring (DBS) check, (e.g. If they are carrying out Regulated Activity with children or vulnerable adults), ensure that you are registered with the Diocese for this to happen.
- 1.6 Have the details of the job ready to send in writing to your employee. You need to give your employee a written statement of employment if you’re employing someone for more than one month.

2. PAYE obligations

If you decide to run your own payroll function you will have a number of legal obligations to comply with:

.1. Pay as You Earn (PAYE) and Real Time Information (RTI)

As an employer you are now required to register with the HMRC and inform them of the details of payments made to your employees at the time or before you pay them. HMRC are calling this Real Time Information (RTI). Reporting duties vary according to the level of earnings involved.

.2. What else is involved in operating a PAYE system?

- calculating and deducting PAYE Income Tax from an employee's pay
- deducting employee's National Insurance Contributions (NICs) from payments of earnings you make to your employees
- paying employer's NICs on those earnings to HMRC
- recording the above deductions on the employee's P11 Deductions Working Sheet or equivalent record
- showing the deductions of tax and employee NICs as separate items on the employee's payslip
- You have to pay all of these deductions to HMRC within set time limits.

- .3. Using a payroll agency** The PCC should consider using a payroll agency if it does not have personnel Available to carry out the regular processing of information required by HMRC.

One agency familiar with churches and charities is [Stewardship](#).

3. What do we need to pay?

- 3.1. National Minimum wage** You must ensure you pay your workers at least the national minimum wage (NMW). The rate of the NMW varies depending on the worker's age and the amounts normally change each year. For the most up to date rates please visit the [HMRC website](#).

Ideally, you should look to pay the London Living Wage, an hourly rate set independently and updated annually which is calculated according to the true basic cost of living in the UK. For further information please visit the [Living Wage website](#) or the [Church of England website](#).

3.2. Statutory Sick Pay

- 3.2.1. Under certain conditions, you may have to pay an employee statutory sick pay (SSP). This is the minimum level of payment you should make to an employee who is off work through illness – however, you may entitle the employee to more than this.
- 3.2.2. You must pay SSP to employees who cannot work because of illness or disablement for four or more days in a row, including weekends and holidays.
- 3.2.3. It is payable for the days an employee normally works in a week – these are called qualifying days. An employee is entitled to receive SSP for a maximum of 28 weeks in any one period of sickness, or linked periods of sickness. A linked period of sickness is where the gap between individual periods of sickness is less than 8 weeks. You must deduct income tax and NICs where appropriate.

3.3. Statutory maternity, paternity and adoption pay

3.3.1. An individual who becomes a parent, including through adoption, may be entitled to statutory maternity, paternity or adoption pay.

3.3.2. To qualify for any of these payments, the individual must be employed by you. For further details see the [Family Friendly knowledge base articles](#).

3.4. Benefits in Kind

3.4.1. Not all benefits are taxable, and some taxable benefits are treated differently from others:

- Some benefits, such as living accommodation, are taxable whenever they are provided to an employee.
- Other benefits, such as cars and medical insurance, are taxable only if they are provided to employees earning at a rate of £8,500 a year or more.
- Non-taxable benefits include drinks and refreshments at work.

If you provide a taxable benefit to an employee there are ways to report it to the HMRC. For comprehensive information [please see their website](#)

1. Pension Scheme Requirements

6.1 There is now a requirement for all UK employers to automatically enrol certain members of their workforce into a pension scheme and make a contribution towards it. Even if you already have a scheme, you will still have some new obligations to meet.

The main things you must do are:

- provide a qualifying scheme for your workers
- automatically enroll all eligible jobholders into the scheme
- pay employer contributions for eligible jobholders in the scheme
- tell all eligible jobholders that they have been automatically enrolled and they have the right to opt out if they want to.
- register with the Pensions Regulator and provide details of the scheme and the number of people enrolled

There are phasing in dates so you may not have to act straight away, however you should find out your staging date now and prepare.

For full information please visit the [Pensions Regulator website](#) or call their helpline on 0845 600 1011.

5. Prevention of Illegal Working

- 7.1 You will have an obligation to ensure that any new employees, as well as your existing ones, have the right to work in the UK.

New employees 7.2 In order for you to verify the candidate's identity, the Home Office has produced a list of suitable documents as well as guidance on what copies to keep and how long for. This can be found [here](#).

Job offers should not be confirmed until you have seen documentation that proves to your satisfaction the applicant's right to work in the UK.

Existing employees 7.3 If you do have any existing employees you should ensure that you have copies of their documents on file.

You should do this even if you have known the individual personally for a long time. It is surprising how many people think they are eligible to work in the UK when they are not! If any irregularities are found with your existing employees then we suggest that you contact the HR department at the Diocese immediately. You may need to terminate employment.

Sponsoring an individual under the Home Office Points Based System 7.4 Your parish should only seek to employ someone who does not have the right to work (and therefore sponsor them under the Home Office points based system) if it can be shown that there are no suitable applicants who already have the right to work in the UK.

- a. If you wish to employ someone from outside the EU who currently has no right to work in the UK, please contact LDF HR to discuss the "points based" sponsorship process.

6. Insurance

- 8.1 It is the PCC's responsibility to ensure that it has appropriate insurance in place.
- 8.2 Employer's Liability Insurance covers a parish for any accident that happens to an employee or authorized volunteer (not automatically) whilst working at the church, which proves to be due to the negligence of the Parish. All employers are normally required to have this cover.

- 8.3 There are also other insurance policies which you may need to consider having including Public Liability Insurance.
- 8.4 It is important that you know what you are and are not covered for and when you are required to inform your insurer of any changes in circumstances, for example, some insurers will ask you to inform them of any pending redundancy situations, as failure to do so could invalidate any claim the PCC make.

7. FAQs

- 9.1 Do we have to have a full Health and Safety policy?** A health and safety policy sets out your general approach, objectives and the arrangements you have put in place for managing health and safety in your Parish. It is a unique document that does not have to be complicated or time consuming. It says who does what, when and how and informs staff of your commitment to implementing and monitoring your health and safety controls. *If you have five or more employees, you must write your Health and Safety policy down.*

As well as a policy, there are also other steps that you may be required to undertake according to the Health and Safety Executive body (HSE). The HSE have produced this helpful [Health and Safety Guide](#), which includes a template policy.

- 9.2 What should we ask our employees to do if they are off sick?** It is important to give written instructions as to what employees should do if they are ill or late for work. You should detail the name and contact number of the person who they should inform in the event of not being able to attend work and by which time on the day in question they need to inform them by.

You need to state whether you require them to complete a self-certification form on their return (normally for the first seven calendar days) and when you require them to have a Statement of Fitness for Work (Fit Note) (normally if the employee is absent for an eighth day and beyond).

If you plan to write an absence and sickness policy, there is further information available from [the government website](#).

You also need to make clear what your sickness remuneration policy is- will you just pay statutory sick pay or will you supplement this so that the employee receives full pay? If you choose to pay full pay for a certain period of the absence you must think carefully as to whether your Parish budget can actually afford this. Details of sick pay entitlements should be included in the written Contract of Employment.

Contracts for Paid Parish Workers

There can be many types of paid workers involved in parish life, including PCC employees, self-employed people and individuals who can help out on a casual basis.

This guidance provides details about which paperwork you should have in place.

1. Key Facts

- First of all it is important to establish the correct status of your worker
- For further guidance on this please visit the Employment Status article
- Then, you need to ensure that the correct paperwork has been issued and signed

Typically, the types of contracts that might be needed are:

- Permanent Contract of employment agreement e.g. Administrator of Office Manager
- Fixed term contract of employment e.g. subject to funding to cover maternity leave.
- Self-employed contract for services e.g. for a project or sometimes a cleaner.
- Organist (organists can be employed or self-employed).
- Clergy Officeholder these are normally dealt with by the Area Bishops Officer.
- Casual zero based hours contract e.g. for a café worker.

2. Contracts of employment

- 2.1 A contract of employment is an agreement between an employer and employee which is legally binding. The term is defined by the Employment Rights Act 1996 as a contract of service or apprenticeship.
- 2.2 Any employee who has been employed for one month or more has the statutory right to a written statement of particulars of employment. Employment contracts consist of a mixture of Express and Implied terms:
 - Express terms: those that are actually stated in writing and which must meet minimum legal standards in many areas, such as the right to paid holidays and the right to rest breaks. As of 25 May 2018 you need to ensure your employment contract is GDPR compliant.
 - Implied terms: those that are not necessarily written down but still apply. For example, a duty of mutual trust and confidence between the employer and employee.
- 2.3 Legally, there are minimum terms that need to either be included in a basic contract or another document. As a parish you should plan in advance as to what terms you plan to

offer your employee. If you employ more than one person, these terms should be kept as consistent as possible.

- 2.4 Organists are slightly more complicated as they are also covered under Canon Law. Further information is provided later on.

3. Fixed term Contracts of Employment

Why use a fixed-term contract?

You may want to use a fixed-term contract for a number of different reasons, including:

- To cover maternity leave
- To cover long-term sick leave
- Where there is a specific project where particular skills are required

Some things to remember:

- 3.1 Fixed-term employees have the right not to be treated any less favorably than comparable permanent employees. Therefore they are entitled to the same equivalent benefits. Normally the only difference in the written contract would be in relation to an end date (and any notice required etc.) and perhaps a pro-rata holiday allowance and salary.
- 3.2 It is important that fixed term contracts explain whether notice to end the contract is required or not and whether it can be ended because of a specific event, for example, because of a withdrawal of funding from an outside party.
- 3.3 Where a fixed-term employee's contract is terminated, this amounts to a statutory dismissal, even if this is at the expiry of the fixed term. Therefore, where they have more than 2 years' employment, they will have the right to claim unfair dismissal. This means that a standard redundancy procedure should be followed.
- 3.4 Any fixed-term employees who have been on successive fixed-term contracts will automatically become permanent employees after four years.

4. Casual Worker (Zero Hour) Contracts

- 4.1 There has been a lot of bad press recently in relation to zero hour contracts, in particular where some employers have been using them unfairly.
- 4.2 However, if used properly and fairly by ensuring that both parties have the ability to reject work and also allowing individuals to work elsewhere when they are not doing work for you, they can be a useful tool.
- 4.3 Zero hours contracts are good for when services are required on an ad hoc and casual basis. There is no obligation (whether actual or implied) on the part of the organisation

to provide an individual with work and the individual is not under any obligation to accept any work offered.

- 4.4 The individual would not be an employee of the organisation, just a worker. This means that they would not be automatically entitled to certain benefits such as sick pay. They would receive holiday entitlement based on the hours they work.
- 4.5 The individual is paid only for hours actually worked and there will be deductions of income tax, in the same way as if they were an employee, but this is for administrative convenience only.

5. Self Employed Contracts for Services

- 5.1 If an individual is identified as being self-employed, it is always a good idea to provide a contract for services in writing.

We recommend that you ensure the following is in place at the point of signing:

- Commencement date and duration of agreement- *clear parameters should be given*
- Purpose of the agreement- *a scope of the work required*
- Fees- *is it a one off fee or hourly?*
- The ability to provide a substitute in the event that the individual is not available
- Confidentiality and data protection rights
- Publication of material- *who owns the rights? Normally this would be the PCC*
- Insurance and liability- *the individual should have their own public liability insurance*
- Termination clause

Try to avoid employment phrases such as 'line management', 'salary' or 'Job Description'.

- 5.2 **Remember:** The HMRC may want to look at both the written contract and your working relationship with the individual. It is therefore necessary to ensure that regular reviews take place so that the documentation reflects the true situation.

6. Organists: Employed or Self-employed?

- 6.1 The appointment of Organists and Directors of Music is covered by Canon Law (Canon B20), contract law and as appropriate, employment law. The status of the working relationship between the Organist and Parish can usually be determined using the 'Employment Status Indicators'. In most cases, as there is generally a high degree of mutuality and control, you will find that the organist is an employee of the PCC.
- 6.2 In terms of the remuneration, there has been a tradition of describing payment to the Organist as an honorarium. However a true honorarium is a 'one-off' payment after the

event to say thank you to someone, it is not usually pre-determined. Therefore, paying a regular sum of money each week or month (even where it is topped up occasionally with separate payments for weddings, funerals etc.) is likely to be regarded as a 'salary'.

- 6.3 Recent employment tribunal case law (2008 onwards) suggests that tribunals are of the mind that most if not all organists are employees; even if the parties have explicitly agreed at the beginning of the working relationship that it is one of self-employment.

FAQ's

- [7.1 I would like to employ a member of our PCC to do some book keeping for a few hours each week. Is this ok?](#)

We would always recommend that parishes think carefully before employing a trustee or even someone who worships in their congregation. Whilst it is likely the employment would work well, we do often hear of situations where it isn't working which can mean there is not only the employment relationship to rectify but it also creates issues pastorally.

The Charity Commission does have [guidelines](#) relating to employing Trustees. The PCC's governing documents (The Church Representation Rules and The Parochial Church Councils (Powers) Measure 1956) do not normally allow for trustees to be paid, so the PCC would need to apply to the Charity Commission for permission before employing the individual.

- [7.2 A member of staff has been on a fixed-term contract for 3 years and it is coming to an end in two months' time, are they entitled to a redundancy payment?](#)

The ending of a fixed-term contract counts as a statutory dismissal in law and as the individual has more than two years' service they are also protected under the unfair dismissal legislation. Therefore, we would recommend that you follow a standard fair dismissal/redundancy procedure for the position, which will include entitlement to a statutory payment if the person is made redundant. Further details in relation to redundancy can be found on the ACAS website.

- [7.3 A member of staff has resigned but does not want to give their full contractual notice, can we insist that they do so?](#)

The duty to give notice is part of a contract of employment. If your employee doesn't give the right notice then that would be a breach of their contract. This can occur if the contract requires notice to be given in writing but it was only given verbally or for example, if not enough notice (or none at all) is given. The practical response would be to sit down with the individual and try to negotiate with them. A claim in the courts for breach of contract would cost the parish time and money, so trying to settle the issue informally would be the best solution.

JOB DESCRIPTION template

Job Title

Job Purpose

- [1 or 2 sentences]

Accountability

- [who reports to]

Responsible for

- [who reports directly to the jobholder]
- [who reports indirectly to the jobholder, i.e. in a functional capacity]

Relationships

- [key roles individual works with and through]

Responsibilities

- [key areas for which responsible – aim to group under key headings, e.g. ‘Leadership’, ‘Stewardship’, Parish-facing activities etc.]
- Be clear and specific about what the individual is responsible for, such as ‘To develop..’, ‘To manage..’, ‘To deliver..’, ‘To ensure that...’ etc – avoid vague terms, such as ‘works with’, ‘liaises with’ without stating purpose of why liaising with someone.]

Person Specification

	Essential	Desirable
Qualifications	•	•
Experience	•	•
Knowledge	•	•
Skills	•	•
Behaviours	•	•

Personal	•	•
-----------------	---	---

SAMPLE JOB ADVERTISEMENT

Parish name and logo

Job title

£ [salary] per annum; [hours per week]

Based in [location]

Enter a short introduction about the parish and role (e.g. 20-50 words)

Brief summary of the key responsibilities (e.g. 80 -100 words)

Key experience, skills and attributes that are essential (30 - 40 words)

Include contact details for applicants to request the full job description and details about how to apply. Also, who to contact for an informal discussion about the role.

If the role involves working with children: The parish of [name of parish] is committed to safeguarding and promoting the welfare of all those who are vulnerable. We expect all of our staff and volunteers to share this commitment. This post is subject to a Disclosure and Barring Service Disclosure (DBS) and identity check.

Closing date for applications [day and date]

Date for first stage interviews [day and date]

JOB APPLICATION FORM TEMPLATE

Role Ref No:

POST:	
SURNAME (Capitals):	OTHERS NAMES IN FULL:
ADDRESS:	TELEPHONE:
Postcode: _____	Work: _____
Email: _____	Home: _____
	Mobile: _____

REFERENCES Please give names of two referees (<i>Please obtain their permission</i>)
Name:
Address:
Email:
Occupation:

Name:

Address:
Email:
Occupation:

PRESENT EMPLOYER: May we approach for reference now? <i>Please circle</i> YES / NO
Name:
Address:
Email:
Occupation:

EDUCATIONAL AND TRAINING DETAILS

Secondary Schools attended	From	To	Details of subjects & examination results

--	--	--	--

College and/or University	From	To	Details of examination results and qualifications held

Membership of Professional bodies

EMPLOYMENT DETAILS

PRESENT APPOINTMENT

(Please give details of your present/latest appointment)

Present/latest employer:	Type of business:
Address:	Starting date:
	Leaving date:
Job Title:	Duties/responsibilities:
What period of notice would you be required to give:	Reason for leaving

PREVIOUS APPOINTMENTS

(Please state what you have done in the course of your career, in reverse chronological order)

Dates		Name & Address of employer	Position held	Brief description of responsibilities	Reasons for leaving

--	--	--	--	--	--

(Please continue on separate sheet if necessary)

INFORMATION IN SUPPORT OF YOUR APPLICATION

Describe your present appointment in terms of its responsibilities and relationships

(Continue on separate sheet if required)

Give reasons why you think you would be suitable for this post

(Continue on separate sheet if required)

Please note here any other employment that you would wish to continue with if you were to be successful in obtaining this role.

Do you hold a current driving licence? Please circle	YES / NO
Where did you see this post advertised?	

DECLARATIONS

Only to be completed for roles which are a regulated activity relating to *[insert group, i.e. children and/or adults]* within the meaning of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

The post you are applying for is 'exempt' from the Rehabilitation of Offenders Act 1974 and therefore you are required to declare any convictions, cautions, reprimands and final warnings that are not "protected" (i.e. filtered out) as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975.

In addition, the post you are applying for is a regulated activity with *[insert group i.e. children/adults]*. If you have been barred from undertaking regulated activity with [insert group], you cannot continue with this application. A barred person is breaking the law if they seek, offer or engage in regulated activity with a group from which they are barred from working.

Having a criminal record will not necessarily prevent you from working with us; this will depend on the nature of the position and the circumstance and background of the offence. Suitable applicants will not be refused posts because of offences which are not relevant to the role and which do not make them a risk in the role for which they are applying.

In addition, the post you are applying for is a regulated activity with [vulnerable group] within the meaning of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006. If you have been barred from undertaking regulated activity with *[insert group, i.e. children/adults]*, you cannot continue with this application. A barred person is breaking the law if they seek, offer or engage in regulated activity with a group from which they are barred from working.

Have you at any time been convicted of an offence, spent or unspent?

*YES / NO *Delete as appropriate

Have you ever received any cautions, reprimands, final warnings or convictions?

*YES / NO *Delete as appropriate

PROFESSIONAL CONDUCT

Have you been subject to any investigation into your professional conduct by any licensing, regulatory or professional body in the UK or any other country where the outcome was adverse? *YES / NO *Delete as appropriate

Are you currently the subject of any investigation by any professional organisation in the UK or any other country, which might lead to your removal from any of their lists?

*YES / NO *Delete as appropriate

At the same time I agree to inform the parish immediately if any such investigation should be initiated. This includes issues, which may lead to such an investigation and/or have any bearing on my suitability to this post? *YES / NO *Delete as appropriate

If you have answered YES to any of the above questions, please give details on a separate sheet. Any information supplied will remain confidential and will be considered only in relation to your application for this post.

GENERAL DATA PROTECTION REGULATIONS

Consent for Job Applicants

In May 2018 the law changes about how companies record, store and use individuals' personal data. Currently the Data Protection act cover how this is managed, but this new GDPR law means we have to change some of our working practices.

As a PCC we need to collect and hold data about you to enable us to process your job application. The GDPR laws places a further, and new, obligation for employers to tell their job applicants in more detail why we collect your data, what we do with it, and how long we expect to retain it.

We wish to obtain your informed consent about the data that we may hold about you as it provides you with a better understanding of how we will use your data.

We are not planning to transfer your data outside the EEA.

Your consent is requested

We would like your consent to hold personal and special data about you in order that we can process your employment application.

The data we wish to obtain and hold (a range of examples provided, but not limited to)

Type of data	Why we wish to hold it	How long it will be kept for
Recruitment data Previous employers Types of job held at other companies. Previous salaries. Skills and qualifications obtained.	This will allow us to make a decision on your suitability for employment/engagement. It will help us to decide which dept. you may be most suitable in	Data obtained during recruitment will only be kept until your application has been declined and then destroyed after 6 months. If a job offer is made and more comprehensive GDPR consent form will be issued.

(amend / delete as applicable)

Agreement to use my data

I hereby freely give my prospective employer *[insert name]* consent to use and process my personal data relating to my job application (examples of which are listed above).

In giving my consent:

I understand that I can ask to see this data to check its accuracy at any time via a subject access request (SAR).

I understand that I can ask for a copy of my personal data held about me at any time, and this request is free of charge.

I understand that I can request that data that is no longer required to be held, can be removed from my file and destroyed.

I understand that if I am unsuccessful with my application my data will be destroyed after 6 months.

I understand the Data Controller for our PCC is *[insert name]* and I can contact them directly if I have any questions or concerns. Their e-mail address is *[insert name]*.

I understand that if I am dissatisfied with how my company uses my data I can make a complaint to the government body in charge (Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF or at www.ICO.org.uk)

Name _____

Signed _____ Date: _____

Declaration

I confirm that the information given on this form is, to the best of my knowledge and belief, true and complete. I understand that the PCC is not legally allowed to employ persons who are deemed “not fit” to work with vulnerable adults or children and that if any of the information I have given is found to be false or misleading, the PCC can withdraw their offer of employment to me, or cancel their agreement with me. I understand that if this is discovered at a later date, I may be dismissed.

I also give my consent to the processing of my personal data by computer or other means in relation to my job application and possible future employment.

Signed: _____ **Date:** _____

Return this form to: *[contact name for applications]*

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	<input type="text"/>	JOB TITLE												
2	<i>Enter a score in the blank cell</i>													
3														
4	Required skills/knowledge	Name	Name	Name	Name	Name	Name							
5														
6														
7														
8														
9														
10														
11														
12														
13														
14					0	0	0	0	0	0	0	0	0	
15														
16														
17	<i>Score 1-5 (1 unacceptable; 2 weak; 3 acceptable; 4 strong; 5 very strong)</i>													
18		Comment												
19														
20														
21														

Interview Assessment Form

Post	
Candidate	
Interviewer	
Date	

INTERVIEW CRITERIA

The following criteria have been drawn from the job specification. The questions are designed to allow the candidate to talk about their skills/experiences relating to the criteria. Brief notes should be taken as a summary of the candidate's response to questioning around these criteria. Candidates can and do request feedback so it's important you maintain your notes so you can refer back to at a later date.

	Question	What we are looking for	Comments	0-5
[Who]	Introduction Welcome and introduce the panel/interviewers.	Experience, skills, competencies		

[mins]	Outline the interview format and how long it will last, taking notes, opportunity to ask questions at end.			
Q1 [Who] [mins]				
Q2 [Who] [mins]				
Q3 [Who] [mins]				
Q4 [Who] [mins]				

Q5 [Who] [mins]				
-----------------------	--	--	--	--

Q6 [Who] [mins]				
Q7 [Who] [mins]				
Close [Who] [mins]	<ul style="list-style-type: none"> Your opportunity to ask us any questions you have at this stage. Interviewer to check notice period. Confirm salary, terms & conditions of role, contact details for confirming outcome of interview. When we will let you know outcome of interview. 			

Rating **Description**

0 = not observed; 1 = unacceptable; 2 = weak; 3 = acceptable; 4 = strong; 5 = very strong

Overall comments for feedback and recommendation

OFFER LETTER TEMPLATE

Dear *[name of candidate]*

[Job title]

On behalf of the PCC, we are very pleased to offer you the position of *[job title]* with effect from *[enter date]*. We are looking forward to your joining the staff team.

We confirm that the offer is subject to the receipt of two satisfactory references, one of whom should be a recent employer, a social media check and a completed Confidential Declaration Form (CDF).

This offer is also subject to an enhanced Disclosure and Barring Service (DBS) check *[Note: this is role-specific]*.

Your salary will be *[£ enter salary level]* per annum and your next salary review will be on *[enter date]*.

Please find enclosed two copies of the Statement of Terms and Conditions of Employment, the Job Description, a Confidential Declaration Form pension forms. Please complete the forms and return them to *[name]*, together with a signed copy of the Statement of Terms and Conditions of Employment.

On your first day, you are requested to bring your birth or marriage certificate and your driving licence or passport as proof of identification.

The Staff Handbook is available on the our parish website *[include link to parish website]*.

You are required to undertake safeguarding training as follows *[specify courses]* and booking details can be found on the Diocesan website:

<http://www.cofeguildford.org.uk/about/safeguarding-inclusion/safeguarding-training>.

If you have any questions about this offer, please contact *[name of contact]*.

Yours sincerely

[on behalf of the PCC]

GENERIC Terms and Conditions of Employment

NAME OF EMPLOYER: *[Name of PCC]:*

NAME OF EMPLOYEE: *[name of employee]*

JOB TITLE *[employee job title]*

PLACE OF WORK: *[location of office]*

The PCC has the right to make reasonable changes to any of the terms and conditions of your employment from time to time. Should it decide to do so, these changes will be notified to you in writing along with the reason(s) why and the date upon which they will take effect.

1. LENGTH OF CONTRACT AND COMMENCEMENT DATE OF EMPLOYMENT

Employment as an employee under the terms of this Agreement is subject to the provision of satisfactory references, enhanced child protection checks (if appropriate) and is also subject to prior disclosure to the PCC of any matter, whether related to health or otherwise, which could reasonably be expected to impair the applicant's ability to perform their duties.

Your employment begins on *[enter date]*. For the purposes of employment protection and related legislation, your period of continuous employment will commence on *[enter start date]*.

2. DUTIES AND RESPONSIBILITIES

Your key duties and responsibilities are set out in the attached Job Description. You will be responsible to *[line manager's job title]* on a day to day basis in carrying out your duties. From time to time you may be requested to carry out other duties related to the ministry of the church. You must devote the whole of your time, attention and abilities to your duties during normal working hours.

Your duties and responsibilities will be reviewed on a regular basis and may be adapted to reflect the changing needs of The Parish. Any changes would only take effect after consultation and mutual discussion.

You must wear appropriate attire as a visible representative of the ministry of the church and of God.

You must ensure that all communications generated by you, whether written or electronic, in the course of your employment, are compatible with your position and identifiable with Christian ministry in that it will not bring the church into disrepute. Web activity relating to your role must be approved in advance by your line manager. Web activity of a personal nature is your own responsibility provided that it does not identify you with your ministry position and that its existence does not bring the church into disrepute.

3. HOURS OF WORK

Your normal working hours are *[enter hours]* per week of work, from *[enter start time]* am to *[enter finish time]* pm, with a one hour lunch break. Your weekly day(s) off is/are *[enter which day of week]*. Any changes to these arrangements are subject to the agreement of your line manager.

You may be required to work additional hours per week, from time to time, with reasonable notice, to meet the needs of the parish.

PROBATION

Your employment will be subject to a probation period of *[enter number of months]*. You will receive regular reviews during your probation period. If at the end of the probation period your standards of work or conduct are not satisfactory, the PCC reserves the right to extend your probation, or terminate the contract of employment. During the probation period, the normal disciplinary procedures will not apply.

4. REMUNERATION

Your salary will be £ *[enter amount]* per annum effective from *[enter start date]*. This will be paid in twelve equal payments, in arrears, on or around *[enter date]*, net of deductions in respect of tax and national insurance and any statutory orders, to a bank account of your choice. Your salary will be subject to review, but not necessarily increased, on *[enter date]* and annually thereafter. Authorised absence for sickness or holidays will be paid. Unauthorised absences will not be paid.

The PCC reserves the right, and you agree, that we may deduct from your salary any sum which we reasonably believe to be owed by you, including without limitation any previous overpayment of salary.

EXPENSES

The work and ministry that you undertake is likely to involve expenses. We will cover all reasonable expenses according to the guidelines set out in the Expenses Policy approved by the PCC, but this does not include travel to and from work.

All expense claims and credit card bills, where applicable, are to be submitted monthly, on the standard benefice form, accompanied by relevant receipts to your line manager or the Rector.

PENSION

Upon commencement of employment, you will be auto-enrolled into the *[name of pension scheme]*. You have the right to opt out of the scheme. Further details will be supplied separately. While you are a member of the scheme, the PCC will pay employer's contributions of *[x%]* and the PCC will be entitled to deduct from your salary *[x%]*.

HOLIDAY ENTITLEMENT

Annual Holidays and Time Off in Lieu

The holiday year runs from 1st January to 31st December. In addition to the normal public holidays, you are entitled to *[enter number of days]*.

For part-time employees your annual entitlement is calculated on a pro rata basis. Your holiday entitlement will be *[enter number of days]*.

Paid annual leave must be by arrangement with your line manager. Holidays which result in absence from work for seven days or more require a minimum of four weeks' notice. Holidays which require an absence from work for 20 days or more are approved at the discretion of your line manager and the Rector.

It is only possible to grant holiday in the week preceding key Christian festivals and on the actual date of that festival in extenuating circumstances and at the discretion of the Rector. The key Christian festivals are defined as Easter Day (Holy Week), Christmas Day (Last week of Advent) and Harvest Festival Sunday (and week preceding). You are expected to be present at all such festivals.

You may carry forward from one year to the next a maximum of *[enter number of days]* unused holiday and accrued additional hours. These days, and any accrued additional hours, should be taken by *[enter date]* of the next year, otherwise you will lose them.

The accrual of time off in lieu will be granted only in exceptional circumstances and at times which do not impact key duties and responsibilities and key Christian festivals. The taking of time off in lieu will be agreed with your line manager or the Rector, on mutually agreed dates. In cases where such accrual is agreed, you will record the hours on a holiday form. You will review the status of any time off in lieu on a quarterly basis in order to address in a timely manner any issues of excessive, additional hours worked.

If your employment commences or terminates part way through the holiday year, your annual entitlement to holiday for that year will be assessed on a pro rata basis. A deduction from final salary will be made for any holiday taken in excess of the pro-rata entitlement in the final year.

Public Holidays

Employees are entitled to public bank holidays. Where these coincide with Christian festivals as above, you can take time off in lieu of worked public holidays, at dates agreed with your line manager.

SICKNESS OR INJURY ABSENCE

Absence from work due to sickness or injury must be reported to your line manager on the morning of the first day of absence.

1. If you are absent from work due to sickness or injury a self-certificate must be completed in respect of absence lasting up to seven calendar days, or for the first seven calendar days of any longer absence. You will receive full pay for the first to the seventh calendar day of any absence.
2. Medical certificates will be required by the employer to cover all absence through sickness or injury from the eighth day onwards.
3. Full pay will be maintained on production of Medical Certificate(s) in respect of the eighth to ninetieth day inclusive.
4. Half pay will be maintained in respect of the ninety-first to one hundred and eightieth day inclusive and thereafter payments in excess of statutory or contractual sick pay will be made at the discretion of the PCC.
5. The PCC reserves the right to terminate your employment after one hundred and eighty days of absence due to sickness or injury.

It is not possible to accrue holiday rights during a period of sick leave lasting longer than seven calendar days. Holiday may only be taken after a period of sick leave lasting longer than seven calendar days once a further five consecutive days have been worked.

COMPASSIONATE AND UNPAID LEAVE

The Rector may authorise paid leave for a maximum of three days to enable the employee to attend to matters relating to the death or serious illness of a close relative or friend.

The rector may authorise unpaid leave for the employee up to a maximum of one week where there is reasonable cause.

MATERNITY AND PATERNITY RIGHTS

Maternity and Paternity rights governing leave, pay and the right to return to work are granted in accordance with the statutory provision [*unless provision for greater than statutory is agreed by the PCC*].

TIME OFF FOR APPOINTMENTS

If you wish to take time off work for medical, dental or other appointments you must obtain the prior approval of your line manager. Wherever possible, such appointments should be arranged outside your working hours.

Unless you are taking time off for ante-natal care you will be expected to make up any time taken off within the following three months. Failure to do so may result in this time being treated as part of your holiday entitlement or as unpaid leave. This will be at the discretion of your line manager.

IN-SERVICE TRAINING, REVIEWS AND APPRAISAL

As part of your duties you will be expected to undertake regular training, reviews and appraisal as agreed with your line manager. This may include, but not be restricted to; individual, group and staff reviews; appraisals; staff development and day/residential training. Costs of such courses will be reimbursed via the Expenses Policy.

We will cover the cost of *[enter number]* short Christian retreat(s) a year, subject to agreement with your line manager.

INSURANCE AND WORKING CONDITIONS

The PCC will be responsible for Employers' Liability Insurance and will display a certificate from the Insurance Company in *[enter location]*. The PCC will provide working conditions and equipment which enable you to conduct your work in a safe and effective manner.

OTHER WORK

During your employment by the PCC you are required to inform the Rector or your line manager if you are directly or indirectly involved in any other work. If you do carry out other work, you are required to notify the Rector in writing of the number of hours per week which you work outside your employment with the PCC and to ensure that such work makes no impact on your contractual obligations. All such other work must be compatible with employment by a Christian organisation in which you hold a visible and active ministry position and the Rector's decision on whether or not this work is compatible will be final.

TERMINATION

You are obliged to give the PCC *[enter number of weeks]* notice of your intention to terminate your employment.

During your probationary period, and during any extended probationary period, your employment may be terminated by either you or the PCC giving *[enter number of weeks]* written notice.

Thereafter, if your employment continues by mutual agreement your employment may be terminated by either you or the PCC giving *[x weeks']* written notice.

In exceptional circumstances, payment in lieu of notice (PILON) may be given to cover the period of notice. This will be subject to tax and NI at the same rates as your normal salary.

Notwithstanding the other provisions of this agreement, the PCC shall be entitled to terminate your employment with immediate effect should you be deemed to have committed gross misconduct, which includes but is not limited to the following:

- a) the PCC has good reason to believe (after making proper investigation) that you are guilty of dishonesty of serious or persistent misconduct or negligence.

b) if you are committed of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine of non-custodial penalty is imposed).

17. DISCIPLINE AND GRIEVANCE PROCEDURES

Full details of the PCC's Disciplinary and Grievance Procedures are available from the Staff Handbook. The procedures, which may be updated from time to time, do not form part of this Agreement.

18. VACANCY IN THE OFFICE OF INCUMBENT

During any vacancy between incumbents, reference shall be made instead to the Churchwardens and the PCC. A line manager should be nominated by the Churchwardens and PCC.

19. SUPERVISION and DISCIPLESHIP

Supervision will be conducted by your line manager or the Rector. Supervision will involve regular review, setting of appropriate targets, training requirements and attention to your spiritual disciplines and life of Christian faith.

As referenced above you will be expected to maintain a personal pattern of Christian discipleship, discipline, growth and worship as part of the Christian church.

20. CONFIDENTIALITY

In the course of your duties, you may have access to confidential material about individuals or church business.

You shall not during the continuance of your employment or voluntary role, or at any time after you have left, disclose to any person any confidential information concerning the organisation, business or affairs of The Parish which come to your knowledge during your employment. You shall keep with complete secrecy all confidential information entrusted to you and shall not use or attempt to use any such information other than properly in the course of your work.

In the case of individuals, confidential information is that information disclosed to a member of the benefice team in whom the individual places their trust. The individual has a right to believe that this information will only be used for the purposes for which it was given and will not be released to others without their consent. On no account must information relating to identifiable people be divulged to anyone other than clergy or team members who are concerned directly with that individual. If you are in any doubt about any person or body asking for information of this information, you must seek advice from your line manager.

For the purposes of the Data Protection Act 1998 you consent to the processing of all or any of your own personal data (in manual, electronic or any other form) relevant to your employment.

21. DATA PROTECTION

In accordance with the General Data Protection Regulations (GDPR) we will collect, process and store some of your personal data. Details of types of data, purpose and legal basis for processing the

data can be found in the parish Privacy Notice. You should read and familiarise yourself with the Privacy Notice and our Data Protection Policy.

22. RELEVANT LAW AND JURISDICTION

This Agreement will be governed and interpreted in accordance with the laws of England and Wales and the Courts of England and Wales will have exclusive jurisdiction to adjudicate any disputes arising under it.

Signed by the Rector and Churchwardens on behalf of the PCC.

Signed: Date:
Rector

Signed: Date:
Churchwarden

I have read and understood the terms and conditions of employment and I acknowledge receipt of one signed copy.

As part of my induction process I undertake to familiarise myself with all the PCC Employment and Related Policies and Guidelines and to sign the Confidentiality Agreement and Confidential Declaration Form.

Signed: Date:
Employee

Consultancy Agreement

1. Introduction and Definitions:

This Agreement is between [Name of Client and Address] (herein after called [Name of Client and Address]) and [Name of Client and Address] (herein after called 'the Consultant').

The Agreement will be in accordance with the following Terms and Conditions unless and until an alternative is specifically agreed between the Parties.

2. Commencement date and duration of the Agreement:

This Agreement will commence on [Date]. The Agreement shall continue unless and until terminated as provided by the terms of this agreement; or by either party giving to the other not less than four weeks' prior written notice.

3. Purpose of the Agreement:

The purpose of the Agreement is to set out the terms under which the Consultant will provide services to the [Name of Client and Address]

The services that the Consultant will provide is that of [Name of Client and Address]. Further details of the services are set out in the schedule to this agreement ("the Services"). The Consultant will provide the Services with care, skill and ability.

4. Fees and expenses:

Fees for the Agreement will be as follows: [INSERT]. Where necessary, VAT will be added at the appropriate rate. Where appropriate, travel, subsistence and other expenses will be paid at cost and in accordance with arrangements specifically agreed, in advance, with the Consultant.

5. Invoices and payment:

Unless specifically agreed otherwise, invoices will be submitted monthly by the Consultant and payment made within 30 days. The invoices submitted should give details of the [hours OR days] the Consultant or any Substitute has worked during the month, the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month.

6. Substitutes:

If the Consultant is unable to provide the Services s/he should advise the Company of that fact as soon as reasonably practicable. No fee shall be payable in respect of any period during which Services are not provided.

With prior written approval from [Name of Client and Address], the Consultant may appoint a suitably qualified and skilled substitute to perform the Services on his/her behalf. If the

substitute is accepted the Consultant shall continue to invoice the Company and shall be responsible for the remuneration of the substitute.

7. Authority:

Unless expressly stated otherwise, the Consultant does not have any authority to incur any expenditure in the name of [Name of Client and Address] and does not have authority to bind the organisation and hereby agrees not to hold him/herself out as having such authority.

8. Health and Safety and other relevant policies:

The Consultant is expected to comply with all health and safety procedures, safeguarding procedures and all other similar procedures from time to time in force at the premises where the Services are provided.

The Consultant shall comply with all the [Name of Client and Address] policies that are deemed relevant to his/her appointment and which are provided by the [Name of Client and Address] from time to time.

9. Taxation:

The relationship of the Consultant to the [Name of Client and Address] will be that of independent contractor and nothing in this agreement shall render him/her an employee, worker, agent or partner of the [Name of Client and Address] and the Consultant shall not hold herself out as such.

The Consultant is a self-employed person responsible for taxation and National Insurance or similar liabilities or contributions in respect of the fees and the Consultant will indemnify [Name of Client and Address] against all liability for the same and any costs, claims or expenses including interest and penalties.

10. Confidentiality:

In the course of the agreement the Consultant may have access to Confidential Information. The Consultant will not divulge to third parties matters confidential to [Name of Client and Address] (whether or not covered by this Agreement) without explicit permission.

This restriction does not apply to any use or disclosure authorised by the Company or required by law; or any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

"Confidential Information" is information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, affairs, employees, officers, finances, ordained ministers and members of the congregation and fellowship of the [Name of Client and Address], for the time being confidential to the [Name of Client and Address] including (but not limited to) information that the Consultant creates, develops, receives or obtains in

connection with her appointment under this agreement, whether or not such information (if in anything other than oral form) is marked confidential.

11. Data protection:

In accordance with the General Data Protection Regulations (GDPR) we will collect, process and store some of the Consultant's personal data. Details of the types of data, purpose and legal basis for processing the data can be found in the attached Privacy Notice. The Consultant should read and familiarise himself with the Privacy Notice and our Data Protection Policy, which can be found in [location]

12. Publication of material:

Any services provided by the Consultant under this Agreement shall be the sole property of [Name of Client and Address] and all intellectual property and all other property rights in those deliverables shall vest in the [Name of Client and Address]. "Intellectual Property" includes letters, patent trademarks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to any of the above mentioned business names whether registerable or not moral rights and any similar rights in any country.

The Consultant hereby assigns to the [Name of Client and Address] all existing and future Intellectual Property Rights in any Intellectual Property and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the [Name of Client and Address].

13. Restrictions:

Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during this agreement provided that:

- a) such activity does not cause a breach of any of the Consultant's obligations under this agreement;
- b) the Consultant shall not engage in any such activity where there is a real, potential or perceived conflict of interest between his/her obligations to the [Name of Client and Address] without the prior written consent of the [Name of Client and Address]; and
- c) the Consultant shall alert the [Name of Client and Address] to any activity that may breach his/her obligations under a) and b) above immediately and shall give priority to the provision of the Services to the [Name of Client and Address] over any other business activities undertaken by the Consultant during the course of his/her appointment under this agreement.

14. Insurance and liability:

The Consultant shall have personal liability for and shall indemnify the [Name of Client and Address] for any loss, liability, costs, damages or expenses arising from any breach by the Consultant or a substitute engaged by the Consultant including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the agreement a full and comprehensive Insurance Policy.

15. Other conditions:

Any other conditions, including variations to the terms set out above, shall be included as an Appendix to this Agreement. No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16. Termination

Notwithstanding the provisions of clause 2, the [Name of Client and Address] may terminate this agreement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

- a) commits a material breach of this agreement;
- b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement;
- c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- d) is in the reasonable opinion of the [Name of Client and Address] negligent or incompetent in the performance of the Services;
- e) is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 26 days in any 52-week consecutive period;
- f) commits any fraud or dishonesty or acts in any manner which in the opinion of the [Name of Client and Address] brings or is likely to bring the Consultant or the [Name of Client and Address] into disrepute or is materially adverse to the interests of the [Name of Client and Address]; or
- g) commits any breach of the Client's policies and procedures.

17. Obligations on termination

On the Termination Date the Consultant shall:

- a) immediately deliver to the [Name of Client and Address] all [Name of Client and Address] property in her possession or under her control; and
- b) irretrievably delete any information relating to the business of the [Name of Client and Address] stored on any magnetic or optical disk or memory and all matter derived from such sources which is in her possession or under her control outside the premises of the [Name of Client and Address].

For _____ (Organisation)

Signed: _____

Date: _____

Name: _____

Designation: _____

For the Consultant

Signed: _____

Date: _____

Name: _____

Designation: _

Schedule

The Services

Reference Request template

Dear

[Insert name] has applied to [name of parish] for employment in the position of [insert job title] and has given us permission to write to you for a reference.

We would be grateful if you would assist us in assessing [insert name]'s suitability for the above post by kindly providing the following details and responding at your earliest convenience.

Please outline and confirm:

- Start and end dates of employment;
- Job title and key responsibilities;
- The reasons for leaving your employment;
- Whether you would be willing to re-employ, and, if not, why not?
- Skills, achievements and attributes in the following areas: [insert specific questions based on the person specification for the role];
- Any other details or comments you feel are applicable to this application.

We thank you in anticipation of your assistance and enclose a pre-paid envelope for your reply which will be treated in the strictest confidence. Alternatively, please send your responses to the following secure inbox: [insert email address]

Yours sincerely

[on behalf of the PCC]

Example - Ministry Experience Volunteer Agreement

1. Summary

- 1.1 The [*insert name of the experience or scheme*] Ministry Experience Scheme is a[enter length of time], suitable for people who wish to explore whether to pursue a calling to Christian ministry, lay or ordained. It includes e.g.[*parish experience, theological training, community living and vocational discernment*].
- 1.2 It supports the mission and ministry of the London Diocese, where the Ministry Experience Volunteers will explore their calling.

2. Aims of the scheme for the Ministry Experience Volunteers

- 2.1 The Scheme aims to give Ministry Experience Volunteers an experience of Christian ministry, in the context of parish church life, so as to give them an informed and realistic understanding of that ministry.
- 2.2 Ministry Experience Volunteers will also be given an opportunity to undertake study and training to help them appreciate the knowledge and skills that would be needed for the ministry they are exploring, and so help them develop and discern their vocation and fulfil the potential of the ministry experience. This training will be provided by the Scheme.
- 2.3 Ministry Experience Volunteers will be expected to live together in the Episcopal Area where they will be serving, so as to gain a better understanding of the environment in which they will minister. Community living will also enable Ministry Experience Volunteers to experience the call to 'common living' as part of the Christian life, and to support and encourage one another in their vocation and ministry. Accommodation is therefore provided as an integral part of the Scheme.

3. Aims of the Scheme

3.1 The [*insert name*] Ministry Experience Scheme aims to:

- E.g. [Equip Ministry Experience Volunteers for mission and ministry in X church/parish]
- E.g. Attract and encourage high calibre people who may have a calling to serve in the London Diocese or dioceses outside London in the future.

4. Organisation of the Scheme and status of the ministry Experience Volunteers

4.1 The Ministry Experience Volunteers will offer their services as volunteers to the PCC and will not be employees. The two following basic characteristics distinguish volunteers from the Charity's employed staff:

- Volunteers are unpaid and do not receive any material reward for their work.
- There is no contract of employment between the Charity and its volunteers.

4.2 As a Ministry Experience Volunteer, you confirm that you offer your services to the Charity without the Charity being under any obligation to pay you for your services and the Charity agrees to use your services as and when required and available. So far as practicable you will do what you have offered to do and at the times that you agree from time to time, but both the Charity and you recognize that you are not under any obligation to work for the Charity at any particular time or at all and nor is the Charity under any obligation to provide you with any work.

4.3 This document is intended to explain how the Scheme will operate and reassure Ministry Experience Volunteers that their participation in the Scheme will be rewarding. Whilst you are asked to read this document and sign it, there is no intention to create any contract of employment between you and the PCC.

5. Expenses

5.1 You will receive no monetary payment of any description, except in respect of expenses actually incurred (or reasonably estimated as likely to be incurred) in the course of the ministry experience. For the period of time that you are acting as a Ministry Experience Volunteer you are also provided with accommodation. Should you cease to be a Ministry Experience Volunteer for any reason, you will be provided with notice to leave the accommodation.

6. Key Dates

6.1 The Scheme will begin on *[Enter start and end date]*

7. Outline Week

7.1 The details of the placement will be agreed between the parish and the Ministry Experience Volunteer, in discussion with the *[Superior of the scheme]*. The pattern may need to be adjusted over the year, as the training needs of the Ministry Experience Volunteer, and the ministry aims of the parish change.

7.2 In a typical week, it is anticipated that Ministry Experience Volunteers will:

- Engage in a placement X days per week in [*The parish*] (possibly including a local community project). Sunday involvement will count towards this.
- Attend training (insert details).
- Usually have X as a day-off.
- Gain sufficient experience of ministry to allow them to explore their calling.

8. Ministry Experience Opportunities

- 8.1 The Scheme will provide a range of opportunities for Ministry Experience Volunteers to explore parish ministry with regard to the aims of the parish in which they are placed. These opportunities might include: leading worship, preaching and teaching, pastoral work, mission and evangelism, youth work, schools work, social transformation projects, and community engagement with other partners.
- 8.2 Each person's involvement will depend on the needs of the parish and your gifts for ministry. Ministry Experience Volunteers will be encouraged to develop their own particular strengths and interests, and the intention is for the roles to have some flexibility to allow you to grow and develop.
- 8.3 A [*Parish Supervisor*] will be designated for each of the Ministry Experience Volunteers. [*Parish Supervisors*] will be expected to meet the Ministry Experience Volunteer weekly during the first term, and then weekly, or at a minimum fortnightly for the remainder of the year. In the first instance Ministry Experience Volunteers should address any questions to their Parish Supervisor, or the Scheme Director.

9. Time off

- 9.1 It is expected that Ministry Experience Volunteers will have 20 days off over the duration of the scheme. This may include a total of up to 5 Sundays.
- 9.2 Ministry Experience Volunteers should expect to spend the key times of Christmas, Holy Week and Easter with their parish.
- 9.3 Time off should be agreed in advance with the Parish Supervisor and the [*X Scheme Director*].

10. Duration of the Scheme

- 10.1 Whilst it is envisaged that all Ministry Experience Volunteers will complete the Scheme, as a sign of their commitment to the Scheme and to the parish in which they are placed, this agreement is binding in honour only and there is no legal obligation upon the Ministry Experience Volunteer to complete the Scheme. Should it become necessary for a Ministry Experience Volunteer to leave the Scheme early, due to changes in their personal circumstances or otherwise, the ministry experience volunteer would be expected to first discuss their decision with the Parish Supervisor and Scheme Director.

10.2 A Ministry Experience Volunteer's participation in the Scheme may be brought to an end prior to completion of the Scheme if the volunteer's placement has become unsustainable for any reason.

11. Funding

The Scheme

- 11.1 It is an important part of the Scheme that the Ministry Experience Volunteer's experience communal living. To better facilitate their full participation in the Scheme, the volunteers will be provided with furnished accommodation. The Scheme will also meet the necessary costs associated with this accommodation, save for insurance of personal items, and phone bills, which must be met by the Ministry Experience Volunteers.
- 11.2 Ministry Experience Volunteers will be required to leave the accommodation as soon as their participation in the Scheme has ended. The Ministry Experience Volunteers must comply with any house rules applicable to the accommodation, which will be drawn to their attention by the Scheme Director.

Expenses

- 11.3 Expenses incurred directly (or reasonably expected as likely to be incurred), including reasonable travel costs associated with the Scheme, as a result of the Ministry Experience Volunteer's ministry during placement with the parish will be met by the parish. Receipts must be provided by the Ministry Experience Volunteer as a record of those expenses.
- 11.4 Each Ministry Experience Volunteer is encouraged to contribute [*enter amount*] to the Scheme, towards the [*enter amount*]. However, the Scheme seeks to be accessible to all. Therefore, where a Ministry Experience Volunteer is unable to make this contribution to the Scheme, this should be discussed directly with the Ministry Experience Volunteer Director.

12. Standards of behaviour

- 12.1 Ministry Experience Volunteers are expected to act at all times with due consideration for others and in a manner that reflects the fact they are volunteering for the Church. The London Diocese has implemented a Dignity at Work Policy and does not tolerate discrimination on the grounds of sex, marital status, gender reassignment, race or ethnic origin, religious or philosophical belief, sexual orientation or age.
- 12.2 Ministry Experience Volunteers are not permitted to use illegal substances or misuse prescribed drugs or solvents whilst they are participating in the Scheme. If a Ministry Experience Volunteer is caught consuming such substances, or is believed to be under their influence, then their participation in the Scheme may be brought to an immediate end.
- 12.3 Whilst participating in the Scheme, Ministry Experience Volunteers may come into possession of property that belongs to the parish in which they are placed. Ministry Experience

Volunteers are expected to treat this property with respect and to return it at the end of the Scheme, or at the request of the Scheme Director.

13. Whistle blowing

13.1 If a Ministry Experience Volunteer becomes aware of any of the following whilst participating in the Scheme, they must inform a member of the HR team of the London Diocesan Fund:

- a criminal offence
- a failure to comply with a legal obligation;
- a miscarriage of justice;
- the endangering of an individual's health and safety;
- damage to the environment;
- bribery; or
- deliberate concealment of information relating to any of the above.

14. Data Protection and Confidentiality

14.1 During the Scheme, the PCC (the Charity) in which the Ministry Experience Volunteers are placed will need to hold and process some personal information about the Ministry Experience Volunteers, including their name, address and contact telephone number. Ministry Experience Volunteers should ensure up-to-date contact details are provided – if in doubt they should check with the Scheme Director. Ministry Experience Volunteers should also have regard to the privacy notices of the PCC in which they are placed [*insert link to the Privacy Notice*]

14.2 In some circumstances sensitive personal data about the Ministry Experience Volunteers may also be held, for example regarding their religious beliefs and/or criminal record. If a Ministry Experience Volunteer has any questions or concerns about the data held, then they should contact [*enter name*].

14.3 In the course of the Scheme, Ministry Experience Volunteers may have access to confidential information relating to the parish in which they are placed, members of the clergy and/or parishioners. Ministry Experience Volunteers must not use or disclose this information to any person either during their Ministry Experience or at any time afterwards unless such use or disclosure has been authorised by the owner of the confidential information or is required by law.

14.4 Whilst participating in the Scheme, Ministry Experience Volunteers should not hold themselves as representing the views of the PCC of X and/or the Diocese of London.

15. Health and Safety

15.1 Ministry Experience Volunteers must comply at all times with the health and safety rules and policies of the parish in which they are placed. If a Ministry Experience Volunteer has any

concerns regarding the environment in which they are volunteering, they should speak to their Parish Supervisor.

15.2 I confirm that I have read the above information regarding my participation in the <insert name of the experience or scheme> Ministry Experience Volunteer Scheme. I acknowledged that its terms are binding in honour only and it is not intended to be a legally binding contract and can be cancelled at any time at the discretion of either party.

Signed:

Ministry Experience Volunteer

Print Name:

Date:

Signed:

On behalf of the PCC

Print Name:

Date:

Operations Manager

Job Purpose

- To oversee the smooth and efficient running of the Parish from an Administration, Facilities and Financial perspective.

Accountable to

- The Rector

Responsible for

- The Caretaker and Verger

Relationships

- Clergy and Management Team
- Staff team, including the Youth Leader, Parish Administrator
- Office Volunteers
- Church Wardens and PCC
- Wide range of parishioners
- Suppliers

Responsibilities

Administration

- Responsible for keeping Parish policies up-to- date and for identifying individuals to draft, update and review policies. This include key policies such as Health & Safety,
- Ensure that policies are reviewed and signed off by the PCC.
- Responsible for Parish insurance policies and for managing and concluding any insurance claims.
- Create a monthly report on the overall facilities and premises for the Management Team and PCC.
- Responsible as the Electoral Role Officer for the Parish.
- As Data Protection Officer for the Parish, accountable for the General Data Protection Regulations (GDPR) and for ensuring that the Privacy Notice, policies and procedures are documented and in place.
- Oversee the planning for and administration of the Annual Parochial Church Meeting (APCM).
- Undertake any other duties that may reasonably be required, as directed by the Rector.

Facilities

- Responsible for working with relevant contractors to ensure that all commissioned work is carried out as planned and that safety standards are fully met (boiler, fire alarm, fire extinguisher, kitchen hazards, AV equipment etc).
- Work closely with the caretaker in overseeing the day-to-day work of any contractors on site.
- Responsible for ensuring the best deal for Church expenses such as energy providers is being met.
- Prepare plans for any scheduled maintenance for the Church or Church buildings.

- Responsible for keeping an up to date record of all staff training sessions and any appropriate review dates.
- Oversee the rota for the opening and closing of the Church and Church Buildings. On occasions, be personally responsible for opening and closing the buildings.
- Update and retain the log and terrier.
- Ensure that all staff are familiar with hygiene rules around the premises, such as in the kitchen and toilet facilities.

HR

- Lead, develop, motivate and nurture the staff team in the Parish Office.
- Accountable to the Rector and PCC for staff terms and conditions of employment and remuneration policies and procedures.

Finance

- Responsible for the planning and management of budgets. Work closely with the Management Team and Treasurer to ensure that the budget process operates efficiently and to agreed timelines.
- Manage the monthly reconciliation of the Parish's financials, providing a report to the Treasurer and PCC.
- Work closely with the Treasurer, to ensure that all relevant information and supporting documentation is provided to the Auditors, when required.
- Oversee the monthly staff payroll, in conjunction with the payroll provider, to ensure that staff are paid correctly and the pension scheme is set up correctly and operating efficiently.
- Authorise invoices and payments for assigned budgets.
- Oversee the a clear and transparent expenses claim system for clergy and staff.
- Provide quarterly financial reports to the Management Team.
- Ensure the monthly management and statutory annual accounts are prepared and produced, in conjunction with the Treasurer.

IT

- Accountable for the management and smooth operation of the Parish's IT system (hardware and software) and associated contracts.
- Responsible for keeping an inventory of all IT equipment and authorise the purchase of new equipment.
- Responsible for ensuring that staff have up-to-date mobile phone contracts, where applicable.

Person Specification

	Essential	Desirable
Qualifications	<ul style="list-style-type: none"> Degree level education or equivalent 	<ul style="list-style-type: none"> A recognised, professional qualification in Management and/or Administration. Financial qualification.
Experience	<ul style="list-style-type: none"> Previous experience in Facilities Management and Administration. Experience of running a multi-disciplinary team. Proven track-record of working effectively in a similar role in a church, charity or secular context. Proven track-record of managing a multi-purpose building. Experience of managing finances and budgets. Experience of negotiating contracts. Experience of recruiting and managing staff. 	<ul style="list-style-type: none"> Proven track-record of operational and strategic leadership, planning and execution. Experience of working with contractors and overseeing building projects.
Knowledge	<ul style="list-style-type: none"> Health & Safety legislation and its application. Strong grasp of financial and accounting principles. 	<ul style="list-style-type: none"> Working knowledge of the structures within the Church of England.
Skills	<ul style="list-style-type: none"> Good managerial skills. Good organisational Skills. Good IT skills (Microsoft Office applications) Proven track-record of implementing statutory procedures. Well-developed inter-personal skills with the ability to establish rapport with a diverse range of people and ages. 	<ul style="list-style-type: none"> The ability to communicate a clear vision
Behaviours	<ul style="list-style-type: none"> Highly motivated, able to take initiative, to plan and carry out work without need for 'micro-managing'. Willing to learn new skills and do detailed work, when necessary. Flexible and adaptable – to changing circumstances. Calm demeanour, inspires confidence that goals will be delivered and commitments honoured. 	<ul style="list-style-type: none"> In agreement with, and a committed to, our Vision, Mission, Values and Objectives.

<p>Personal</p>	<ul style="list-style-type: none"> • A practising Christian with a commitment to personal spiritual growth and ministry. • A commitment to prayerful strategic development, teamwork, planning, coordination and communication • Resilient, able to handle, with competence, a demanding varied workload. 	<ul style="list-style-type: none"> • Passionate about the role and able to participate in the vision. • Some knowledge of Anglican canon law and procedures. • Experience of working with contractors and overseeing building projects.
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Managing well

This is about *managing our staff and volunteers well* – starting with their induction and the way in which we welcome them into our parishes.

1. Induction

- 1.1. The [Induction checklist](#) provides guidance on what to include in an induction. This starts with contacting the new employee ahead of their start to let them know what happens on day 1.
- 1.2. An effective induction includes providing an overview of the parish, meeting the team, going through key topics such as Health & Safety, providing an overview of key policies and procedures, talking through their job and managing expectations about what happens from day 1 onwards. Whilst there are standard items to be covered, the induction programme from day 2 onwards should be tailored to the individual's role.
- 1.3 There is documentation to be completed – the key steps are outlined in the Induction Checklist. It is common practice to complete a [New Employee Form](#) to ensure that all employment-related information is collated and sent to whoever manages the parish employee payroll.

2. Starting well

- 2.1. Bringing new staff up-to-speed on key policies, processes and procedures is critical to ensure that they are aware of how things operate in the parish and what is expected of them. A [Staff Handbook](#) is a good reference point and contains a wide range of information – including policies, processes and procedures etc.
- 2.2. Providing an overview of the role and initial tasks or objectives during the first few weeks manages your employees' expectations. You may wish to give an overview of the appraisal process at this early stage, and also take the opportunity to agree some initial goals/objectives.

3. Working together

There are some aspects of managing employees that are particularly important and worth investing time in.

3.1. Managing Employee Well-Being

Employee well-being is an all-encompassing term covering a wide range of ideas and facilities that are centred on the well-being of your staff. Work organisation, the nature of the role, management practices and communication are key to a healthy work environment and in preventing work-related and non-work related health issues from developing.

3.1.1 Health, Safety and Welfare

- This includes ensuring that the physical working environment is a safe and comfortable place to work in. You may wish to undertake a work station risk assessment and assess hazard risks, such as slips, trips and falls. Useful HSE guidance can be found at www.hse.gov.uk/risk.
- You may wish to consider how you could use resources such as Occupational Health services and/or an Employee Assistance Programme (EAP). You can contact the Diocesan HR department for further information and guidance.

3.1.2 Good job design and fit

- Ensure that your employees have an up-to-date Job Description that provides clarity on the scope of their role.

3.1.3 Engaging and Communicating effectively

- This can take many forms and is essential for building positive working relationships. 2-way engagement is critical so aim to find a way of getting your employees' feedback and input into their role and how the team works together.
- **What's your 'elevator' speech** – if you have 2-3 minutes to give a clear and concise message – what would it be?
- Great communication is a product of planning – it might be useful to consider the following when putting together a communication...
- **Know your audience:** tailor your message to your team.
- **Speak to the groups as individuals** – try to make every single person in your audience feel as if they're being spoken to directly.
- **Listen and solicit feedback:** actively listen and focus on understanding each person's perspective.
- **Be authentic:** admit any mistakes quickly. When you can't share certain information, be open and say so – this builds trust. Ambiguity often breeds distrust and anxiety.
- **Be proactive:** be quick to head off rumours by sharing news, good or bad, in timely manner. Remember that in a vacuum of information, people can often jump to the wrong conclusions.

3.1.4 Well-Being Activities

- Whatever you do, consult with your staff to find out what they really want and would value.
- Many healthy initiatives and activities don't cost a lot of money – and can include social activities, summer gatherings, well-being days. You could promote fitness, better eating habits etc. See NHS guidance at www.nhs.uk

3.2. Managing Performance

3.2.1 Managing performance starts with you and your employees agreeing a set of goals or objectives. It's important that each employee can see how his/her individual goals/objectives fit into the overall direction and mission of the parish. This enables you and your team/s to work together collaboratively towards common goals.

Goals should be SMART

Specific, Measurable, Achievable, Realistic, Time-bound.

See the [Appraisal Guidance for Managers](#), [Appraisal Guidance for Employees](#) and [the Appraisal Form](#) for guidance on the appraisal process and the documentation.

3.2.2 It's recommended that a formal appraisal discussion takes place at least one per year, with a brief, interim review of an employee's performance against goals half-way through the year. This enables both parties to discuss progress, what support or training might be beneficial and to assess whether any adjustments to goals would be helpful taking into account what is happening in the parish.

3.2.3 Appraisal discussions should be in addition to regular, ongoing dialogue with your staff. Some managers find it helpful to use a framework for regular meetings with staff – see [Regular Employee and Line Manager](#) Meeting template as an example.

3.2.4 Identifying training and development needs are an integral part of an appraisal discussion and should be documented in the appraisal form. See the [Training and Developing](#) section of the toolkit for ideas on how to go about developing your employees.

4. Managing through challenging times

There are some aspects of managing employees that are particularly challenging, such as extended absence through illness or managing performance and capability. In these situations, you may need to take specialist advice, e.g. from an HR Sub Group or Remuneration Committee, if these are in place in your parish. If not, you may wish to consult with a specialist in HR – you can contact the HR department in the Diocese as a starting point.

4.1 Sickness Absence

If you have a sickness absence policy, you should use this to guide your actions and how you respond to an employee who is on sickness absence.

- 4.1.1 If an employee is on sickness absence for an extended period, you may wish to propose that they have an opportunity to meet with an Occupational Health Adviser. Your employee must be in agreement with this approach and reassured that it is intended to provide guidance to both parties on how to proceed.

The purpose of the review is to provide an independent view on the causes for the sickness absence, review the steps taken as a result of the GP's medical advice, to highlight some helpful suggestions and recommendations that you can work on together as the employee continues to recuperate and to discuss a return to work.

If an employee is returning to work following a period of sickness absence, particularly if it is longer than two to three weeks, you are advised to carry out a return to work interview. [See Return to Work Interview](#) template. This provides both your employee the opportunity to explore what might work best as they reintegrate back into the work place.

[returntoworkinterview](#)

4.2 Managing Capability

- 4.2.1 Capability is assessed on an ongoing basis during the whole of the employment relationship. During regular supervision meetings, i.e. between line manager and your employee, any performance-related issues should be raised and discussed with a view to putting some steps in place to address the performance – this could include some formal training, informal support, coaching on a specific topic etc. Regular meetings will enable you to discuss

if there are any issues outside of the work place that are impacting performance.

4.2.2 Should there be ongoing performance ongoing performance issues, you may need to put a [Performance Improvement Plan](#) in place. This documents specific tasks/objectives and the required standard of performance, i.e. specific measures/targets that will enable you to assess progress. The targets should be realistic, measurable and achievable. It's advisable to discuss the Performance Improvement Plan (PIP) in a face-to-face meeting and ensure that your employee fully understands what is expected of him/her.

4.2.3 If there is no improvement in performance, and capability in role remains an issue, the line manager should discuss the situation with the Rector in the first instance (or with the Chair of the HR Sub Group or the Remuneration Committee, if applicable) for advice on how to proceed.

Templates

- [Induction Checklist](#)
- [New Employee Form](#)
- [Staff Handbook](#)
- [Appraisal Form](#)
- [Appraisal Guidance for Managers](#)
- [Appraisal Guidance for Employees](#)
- [Regular Employee and Line Manager Meeting](#)
- [Return to Work Interview](#)
- [Performance Improvement Plan](#)
- [Disciplinary Procedure Checklist](#)

Induction Checklist for new staff

This to ensure that your new employee feels welcomed into the parish - and that all key policies, processes and documentation are discussed during the induction.

It's helpful for both the line manager and employee to have a copy – it's useful to keep the line manager's copy on the employee's personal file.

Name	Job Title	Start date

Action	Who	When
Pre day 1		
Setting the scene <ul style="list-style-type: none"> Send out welcome letter or email at least one week before joining parish to let new employee know what will happen on day 1. Include reminder about documents needed on day 1. 		
Day 1		
Welcome <ul style="list-style-type: none"> Welcome by Line Manager. 		
'Who's Who' – walk around and introduce to team colleagues, including 'buddy', if there one is assigned.		
Health & Safety Go through health & safety policy – walk through office & show emergency exit and fire drill procedure.		
Office environment - where will be sitting, provide ID and parking passes, if applicable.		
Equipment Set up IT system – equipment, log on details, printer location, how to get help.		

<p>Paperwork check</p> <p>Check paperwork, including.</p> <ul style="list-style-type: none"> • Go through contract & explain key terms, including probationary period. • Check ID <ul style="list-style-type: none"> ○ Birth/marriage certificates for pension ○ Nationality check – right to work in UK ○ National Insurance number • Explain where to find Employee Privacy Notices, policies, procedures and Staff Handbook, if available. • Explain pay, holiday and sickness absence process. • Pension forms and arrangements. • P45. • Bank details. • Use of phones and internet. • Dress Code. • How to claim expenses. 		
<p>Introduction to parish</p> <ul style="list-style-type: none"> • Introduction to parish, e.g. vision & values, mission statements etc. 		
<p>The job...</p> <ul style="list-style-type: none"> • Talk through Job Description and Person Specification, how the role aligns with parish vision etc. and links with other teams. 		
<p>Training</p> <ul style="list-style-type: none"> • Confirm all safeguarding training and any immediate role-related training requirements. 		
<p>Day 2 onwards</p>		
<p>Meeting colleagues</p> <ul style="list-style-type: none"> • meetings with other teams and any key parish contacts. 		
<p>Job priorities</p> <ul style="list-style-type: none"> • Talk through priority asks that he/she will be working on in 1st month or two or set initial objectives and what results you might see in 6 months & 12 months. 		
<p>Post month 1</p>		

<p>Review meeting</p> <ul style="list-style-type: none"> • Opportunity to explore how everything is going and to add any further or relevant induction activities or training. 		
<p>Post month 3</p>		
<p>Review meeting</p> <ul style="list-style-type: none"> • Review with line manager how new employee is settling in & any issues/concerns that need to be addressed – 2-way discussion 		
<p>Probationary period</p> <ul style="list-style-type: none"> • Confirm in writing that probationary period completed successfully (or probationary period will be extended, in exceptional circumstances only). 		
<p>Objectives</p> <ul style="list-style-type: none"> • Finalise Objectives for 1st year. 		
<p>Any other training & development needs</p> <ul style="list-style-type: none"> • This is also an opportunity to start discussing any training or development that will help employee to be effective and fulfilled in role. 		

New Employee Form

1. Employee's personal details

Last name

First Name(s)

Are you male or female?

Male

Female

Date of Birth DD MM YYYY

Home address

Email:

Please provide email address which we can use to send your payslip.

National Insurance Number (if known)

Telephone numbers

Mobile:

Home:

2. Employee statement

You need to select only one of the following statements A, B or C

- A This is my first job since last 6 April and I have not been receiving taxable Jobseeker's Allowance, Employment and Support Allowance, taxable Incapacity Benefit, State of Occupational Pension
- B This is now my only job but since last 6 April I have had another job, or received taxable Jobseeker's Allowance, Employment and Support Allowance or taxable Incapacity Benefit. I do not receive a State or Occupational Pension
- C As well as my new job, I have another job or receive a State or Occupational Pension.

3. Student Loan

1. Do you have a student loan which is not fully repaid?

Yes Go to question 2

No Go to section 4 (Bank details)

2. Are you repaying your Student Loan direct to the Student Loans Company by agreed monthly payments?

Yes Go to question 4

No Go to question 3

3. What type of Student Loan do you have?

Plan 1

Plan 2

You will have a Plan 1 Student Loan if:

- You lived in Scotland or Northern Ireland when you started your course, or
- You lived in England or Wales and started your course before September 2012

You will have a Plan 2 Student loan if you lived in England or Wales and started your course on or after 1 September 2012.

4. Did you finish your studies before the last 6 April?

Yes

No

For further guidance about repaying Student loans go to www.gov.uk/new-employee/student-loans

4. Bank details

Account Name	
Sort Code	
Account Number	
Bank Name and branch	

5. Pension

Do you wish to join the staff pension scheme?

Yes No I have other pension arrangements

6. Next of kin

Name	
Relationship to you	
Daytime contact no.	

Signature

--

Date

--

The information contained on this form is used by the Treasurer for payroll administration purposes and will be kept on your Personal file.

Office use only

Employment start date	
Contracted hours weekly	
P45?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Identification:

Passport No:	
Birth/Marriage Cert No:	
Full Driving Licence No:	
EU Identity Card No:	
NINO Verified:	
Verified by:	
Date Passed to Finance:	

Parish Staff Handbook

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Introduction

[Welcome to parish and provide some background and context – history of parish, where located, overview of leadership and staff team etc.]

Signed by Vicar

Mission, Vision, Values

[include overview of parish's mission, vision, values – and other aspects that provide context]

Recruitment

3.1 Vacancies

Vacancies within The Parish will be advertised on the Parish website, on the Diocesan website and in any other publications as appropriate to the role. Current employees are free to apply without prejudice to their existing roles.

Applications should be sent to the Vicar and will remain confidential.

Interviews are normally carried out by the Vicar, the line manager, a Church Warden and a specialist in the area of work. The successful candidate will be contacted and offered the role, subject to references and any other necessary checks.

In accordance with the provisions of the Employment Rights Act 1996 (and amendments thereof), a Statement of Terms and Conditions of Employment will be issued to all new employees.

3.2 References

It is The Parish's policy to seek at least two written references, one of which must be from a previous employer (or, if this is the prospective employee's first job, their school teacher or lecturer), documentary proof of qualifications, eligibility to work in the UK and (if appropriate) a clear Disclosure and Barring (DBS) check.

3.3 Probationary Period

The first [*enter number of months, normally three of six*] of your employment will be a probationary period, during which time the PCC will assess your overall performance and suitability for the role. During this period, your employment may be terminated on 1 weeks' notice. The PCC may decide to extend your probationary period for a further [*enter number of months*].

Standard Terms and conditions of employment

1.1. Standard of Behaviour

The PCC expects a high standard of Christian behaviour from its staff. You are expected to perform your duties diligently and to the best of your ability, showing courtesy and civility towards your colleagues and the public.

1.2. Employer

The following particulars include the written statement required to be given to you under Section 1 of the Employment Rights Act 1996. Your Employer is the Parochial Church Council (PCC) of

[name of parish]. The *[HR Sub Group or Remuneration Committee]* is a sub-committee of the PCC which oversees employment practice for employees at *[name of parish]*. The members of the *[name of relevant committee are the Vicar, Treasurer and both Church Wardens]*

1.3. Job title and Responsibilities

Your job title and key responsibilities are set out in your Job Description. The job description will be reviewed from time to time. It is The Parish's intention that the written description of your job duties and responsibilities should serve as a guide to the major areas for which you will be accountable.

As The Parish evolves, the obligations upon you will vary and develop. The Parish reserves the right at any time during your employment and with reasonable notice, to ask you to undertake any duties that fall within your capabilities.

1.4. Probationary period

The first *[enter number of months, normally three of six]* of your employment will be a probationary period, during which time the PCC will assess your overall performance and suitability for the role. During this period, your employment may be terminated on 1 weeks' notice. The PCC may decide to extend your probationary period for a further *[enter number of months]*.

1.5. Place of work

Your normal place of work for all staff is *[enter Parish or Office location]*. However, there may be occasions when travel may be required to be undertaken during the course of employment with The Parish, the cost of which will be paid for by The Parish. On occasions, you may be allowed to work from your home. If this is the case you will need to abide by The Parish's working at home practice.

1.6. Hours of work

1.6.1. Whilst your standard working week is *[enter hours]* per week exclusive of a lunch break, particular roles may require different arrangements with the actual days and hours per day being agreed with your Line Manager. The PCC reserves the right to vary these hours.

1.6.2. Your average working time should not exceed an average of 48 hours for each seven day period in any reference period unless you have agreed, in a separate agreement, to opt out of this limit.

1.6.3. Whilst your travel to attend work-related meetings will be included as working time, travel to and from work are not included.

1.6.4. Hours of work are subject to either of the following:

- Pastoral and operational staff. In view of the nature of The Parish, it may be necessary to work additional hours as part of your responsibilities, for which no overtime payment is due. Time off in lieu (TOIL) may be granted depending on circumstances and agreed with your Line Manager. If this becomes a regular

occurrence, the hours of work and remuneration may be reviewed by the *[HR Sub Group or Remuneration Committee, whichever is applicable]*

- Pastoral staff only. All pastoral staff in receipt of a regular monthly salary are contracted to work at major Christian Festivals during the year e.g. Christmas and Easter. In that event, time off in lieu should be taken by agreement with the Line Manager. Staff may be expected to attend the church weekend, New Wine Summer conference, staff training days and staff retreats. They should make it a priority to attend staff meetings (unless on holiday leave).

1.7. Remuneration

1.7.1. The Parish is committed to the principle of equal pay for men and women. Women and men employed by us are entitled to equal pay if they are undertaking work which is substantially similar or is of equal value, unless there are specific and clear reasons unconnected with their sex which explain and justify any differential in pay. In some cases individual carrying out similar work may receive different salaries because of seniority, increments, qualifications and other such factors. In this context 'pay' includes not only remuneration but also other benefit of employment such as promotion and training opportunities.

1.7.2. Your salary during the term of your employment with the PCC is stated in your offer letter and your terms and conditions of employment. All remuneration is payable in monthly instalments (less tax and deductions) in arrears by bank credit by the last working day of each month.

1.7.3. Your salary may be subject to an annual review that will be undertaken by the [the HR Sub Group or Remuneration Committee, or equivalent, with the effective date being 1st January.

1.8. Benefits

- The Parish has a *[enter of Pension Scheme]* into which you are legally required to be enrolled if you meet specific criteria. If you join the scheme, you will pay an amount into your pension scheme each month through your pay. In addition the PCC as your employer will make a contribution into the pension scheme.
- More detailed information specific to an individual's circumstances will be supplied separately. Independent pension advice should be sought by the staff member as The Parish cannot do so.

1.9. Holidays and other leave of absence

- Your leave entitlement is *[enter number of days, such as 23 days' paid holiday in addition to bank and other public holidays]*. If your employment starts or finishes part way through a holiday year, your holiday shall be calculated on a pro-rata basis, rounded up to the nearest half day.

- Leave accrues on an pro-rata basis during a calendar year. Any leave outstanding at the end of the calendar year must be taken by the end of [*enter month, such as March*] of the following year. Leave not taken by then is likely to be forfeited.
- Leave may normally be taken on the dates for which you ask, but there may be times when this is not possible. You should request any leave at least 1 working week ahead of the first day of leave.

4.10 Collective agreement

There are no collective agreements affecting your employment.

Termination of Employment

- 1.10. During the first 4 weeks of employment, employment may be terminated without notice. On completion of four week's employment, a notice period of one week will apply during any probationary period.
- 1.11. Thereafter four weeks' notice, or more, as required under the provision of the Employment Rights Act 1996, will be given. i.e. (5 weeks upon completion of 5 years' service to a maximum of 12 weeks after completion of 12 years' service.)
- 1.12. The Parish reserves the right to make a payment in lieu of notice at its absolute discretion. There is no right for an employee to receive a payment in lieu of notice except by The Parish's discretion.
- 1.13. There may be the requirement to work all or part of a notice period at home (Special Leave) for which remuneration will be paid in the usual way.
- 1.14. In the event of gross misconduct, The Parish reserves the right to terminate employment summarily and in that case the periods of notice described above will not apply nor will any payment in lieu of notice be considered.
- 1.15. References are usually sought by new employers. The PCC is under a duty to ensure that references given are true, accurate and fair.

Resignation From Employment

- 1.16. You are required to give The Parish one month's notice in writing to terminate your employment, unless otherwise stated in your terms and conditions of employment.
- 1.17. If an employee terminates their employment without giving notice, or working the required notice period as indicated in their individual statement of main terms of employment (statement of particulars), they will have an amount equal to any additional cost of covering

duties during the notice period not worked deducted from any termination pay due to them. This is an express written term of an individual's contract of employment. They will also forfeit any contractual accrued annual leave pay due over and above statutory annual leave pay.

- 1.18. On the termination of your employment you must return to The Parish all property which belongs to the PCC. Failure to return such items will result in the cost of the items being deducted from any monies outstanding. This is an express term of the contract of employment.

Equal Opportunity and Diversity Policy

- 1.19. The Parish is a Christian organisation committed to social justice and actively opposed to discrimination in society. We believe that all people are created equal in the sight of God and that all people should therefore be treated equally.
- 1.20. The PCC is an equal opportunities employer. We are committed to ensuring that no job applicant or employee will receive unlawful, less favourable treatment because of their sex, or gender, marital or family status, age, ethnic or national origin, nationality, disability, race, colour, pregnancy or maternity, part-time or fixed-term status, unless it can be shown to be legally justifiable.
- 1.21. Entry to employment and promotion or change of post is determined by personal merit and ability relevant to the purposes of The Parish and the context of the post.
- 1.22. The Parish is a Christian organisation committed to building Jesus' model of the Kingdom of God on Earth. Accordingly, these are posts which can only be filled by Christians. The nature of these posts, or the context in which they are carried out and their link to the ethos of The Parish give rise to an Occupational Requirement (OR) for the post holders to be Christians. All staff in these posts need to demonstrate a clear, personal commitment to the Christian faith.
- 1.23. All employees have personal responsibility for the practical application of this policy. This includes maintaining acceptable standards of personal behaviour towards colleagues and church members alike.
- 1.24. Special responsibility for the practical application of the Church's equal opportunities policy falls upon clergy and line managers involved in the recruitment, selection, promotion and training of employees.
- 1.25. The Church's grievance procedure is available to any employee who believes that he or she may have been unfairly discriminated against. In the case of any doubt or concern about the application of this policy, a member of staff should consult the Vicar or their Line Manager.

- 1.26. Disciplinary action will be taken against any employee who is found to have committed an act of unlawful discrimination. Serious breaches of the equal opportunities policy will be treated as gross misconduct, as will sexual or racial harassment.

Performance Review Policy

- 1.27. During your period of employment with the PCC, your standard of performance will be formally assessed annually. This will be in addition to other more frequent informal discussions and meetings at which both Line Manager and employee can explore working relationships, suggestions, and views on what is going well and talk through any concerns, training needs, or challenges, in an environment of mutual respect and support.
- 1.28. Brief notes should be taken at these meetings so that issues can be tracked and followed up in future meetings. A copy of these notes will be made available to the employee and kept in the employee's personnel file.
- 1.29. Where there are issues of capability (i.e. what is done, and how it is done - issues relating to skill, health, physical or mental quality), it may be appropriate to follow a Capability Process which will, by following fair and due process, provide support for both the employee and the PCC.

Staff Development Policy

- 1.30. The Parish is committed to the development of every member of the staff team. Specifically this is a commitment to growth in relationship with God, in relationships with the rest of the staff team and in their effective use of their gifts.
- 1.31. You are entitled to the following development opportunities following the successful completion of your probationary period:
- 1.31.1. Growth in relationship with God
- Up to two days per year (to be taken separately) for personal retreat.
 - This will be at full pay and should be agreed at least four weeks in advance with your line manager.
 - The day should be used for the purpose of growing your relationship with God.
 - Additional arrangements may be made for senior roles or roles with a specific pastoral focus.
 - You have access to intercessory prayer support for both you and your family at all times.
- 9.2.2 Growth in relationships with the rest of the staff team
- The patterns of meeting together as a staff team will most likely include:
 - Daily prayer and weekly staff meetings.

- Termly staff days away for relationship building and training purposes.
 - Annual staff residential retreat.
- 9.2.3 Growth in effective use of your gifts
- An annual documented appraisal and six-monthly interim review.
 - Discussion and consultation on training requirements as identified during your appraisal discussion and regular, monthly one-to-one meetings with your line manager.

Family Friendly Policies

The PCC is committed not only to their staff members, but also to their family circumstances.

The aim of these policies is to enable staff to plan their leave arrangements following the birth, or adoption, of a child in a way that complies with their legal requirements, supports their work life balance and helps the team to make arrangements in good time to provide appropriate cover.

10.1 Special Leave

From time to time employees may request time off from work for specific reasons which could be for reasons of compassionate leave following bereavement, public duties, medical appointments and domestic incidents or other personal circumstances.

10.1.1 Medical, dental or other appointments:

- These should be made as far as possible outside working hours. Where this is not possible, an employee should be encouraged to apply flexible working arrangements to accommodate appointments so that work can be completed. Where appropriate, reasonable paid time off may be granted.
- Except for ante-natal care, it is expected that time off in working hours is made up. If not it may be necessary to utilize part of the annual leave entitlement at the discretion of The Parish.

10.1.2 Compassionate leave

- Five days paid leave is given for the death of a close family member. If you do not feel able to return to work after 5 days paid leave, you may consult with your line manager to discuss other arrangements for further time off. Individuals' reactions to a bereavement or major personal or family circumstance can vary greatly and setting fixed rules would be insensitive and inappropriate. Where difficulty arises the *[HR Sub Group or Remuneration Committee, or equivalent]* will give advice on arrangements for time-off, in consultation with your line manager.

10.2 Time off for Dependents

- 10.2.1 All employees may take a reasonable period of time off work to deal with any emergency involving a dependant. A dependant is the partner, child or parent of the

employee, or in some circumstances, someone who lives with one employee as part of their family.

- 10.2.2 An emergency could be any unexpected or sudden problem involving someone who depends on your help or care. The following are some examples of reasons for taking dependants' leave:
- To deal with an unexpected disruption or breakdown of care arrangements for a dependant and to make necessary long term arrangements.
 - To deal with an unexpected incident involving your child during school hours.
 - If a dependant falls ill or has been involved in an accident or assaulted, including where the victim is hurt or seriously distressed rather than injured physically.
- 10.2.3 There is not a set time limit to the amount of time off which can be taken. As a guideline, in most cases the amount of leave will be one or two days for illness or emergency, and five days in cases of immediate family bereavement. The exact amount will depend on individual circumstances.
- 10.2.4 The time off is unpaid, unless agreed otherwise by the Vicar and your line manager, in light of the circumstances. In some circumstances the employee may also make up the hours at another time suitable to both the employee and line manager. This must be done within an agreed time frame with your line manager which would normally be within two weeks.
- 10.2.5 In some circumstances it may be possible to work from home for a period of time, however, this will depend on circumstances and be at the discretion of your line manager.)
- 10.2.6 Time off may be granted regardless of your length of service. If you do need time off you should contact your line manager as soon as you possible.

10.3 Maternity Leave

- 10.3.1 An employee should inform their manager as soon as possible of their pregnancy in order to receive information/advice regarding their entitlement to maternity leave and pay and, in order for appropriate Health and Safety assessments to be undertaken. However, it is recognized that some employees may not wish to announce their pregnancy during the early stages.
- 10.3.2 An employee has the right to paid time-off for ante-natal care regardless of the length of service or the number of hours that they work. An employee will need to obtain authorization to take the time off from their manager and provide evidence of their ante-natal appointments and/or a certificate from their GP confirming the pregnancy.
- 10.3.3 An employee, regardless of their length of service will be entitled to:
- 26 weeks' paid ordinary maternity leave Ordinary Maternity Leave (OML), and
 - 26 weeks' additional maternity leave Additional Maternity Leave (AML) (of which 12 are paid and 12 unpaid).
- 10.3.4 Claiming entitlements and benefits

- Once an employee has decided when they wish to commence maternity leave, they must give a minimum of 28 days' notice, in writing. If this is not reasonably practicable they should discuss options with their line manager.
- They must confirm the following details:
 - Their full name and place of work
 - The expected date of childbirth
 - The date the employee is intending to commence maternity leave cannot start before the beginning of the 11th week before the expected week of confinement.
- An employee has the right to change the date they wish to commence their maternity leave. However, they must give a reasonable period of notice.
- Depending on the employee's length of service, they are entitled to claim Statutory Maternity Pay (SMP), (what the state pays) and Contractual Maternity Pay CMP (what the PCC as the employer pays).
- Employees are not able to receive both maternity pay and salaried pay at the same time.
- **Contractual Maternity Pay (CMP)** is paid to employees who have least one year's continuous service at the beginning of the 11th week before the expected week of childbirth.
- CMP is calculated as 9/10th of weekly pay during the first 6 weeks and 12 weeks' half pay together with their SMP if they qualify for this. However, the total pay must not exceed an employee's normal full weekly pay.
- **Statutory Maternity Pay (SMP)** is paid to employees in the following circumstance:
 - When an employee is employed by the end of the 15th week before their baby is due (qualifying week) and where they have:
 - Completed at least 26 weeks continuous service at the DBF at the qualifying week
 - Given 28 days' notice confirming the commencement date of their maternity leave
 - Their average earnings are above the lower earnings limit for National Insurance contributions
 - They are still pregnant at the 11th week before their baby is due or have had their baby by that time.
- CMP is calculated on the individuals' actual weekly pay. If employees are entitled to SMP then this will be based on the average of the two month's pay which falls on or before the qualifying week i.e. 15 weeks before the expected date of childbirth.
- If an employee has been employed for less than 26 weeks they will not be entitled to SMP or CMP. The employee will need to seek advice from the Department of Work and Pensions to identify whether they qualify for maternity allowance. The

Payroll Officer will issue an SMP 1 form to confirm that that no payment will be made from the employer.

- **Starting maternity leave and pay.** Maternity leave/pay can start on any day of the week but not before the beginning of the 11th week before the expected week of childbirth. However, if an employee gives birth before the start of their maternity leave, then their maternity leave/pay will start the day after the birth.
- **Income Tax** Payments of SMP and CMP are subject to income tax in the same way as normal earnings.
- **National Insurance** Payments of SMP and CMP are subject to National Insurance contributions in the same way as normal earnings.
- Along with the first maternity payment, an employee should receive a letter from the PCC which will confirm details of:
 - The date the maternity pay starts
 - The rates of maternity pay an employee will receive
 - The period over which the maternity pay will be paid.

Pregnancy related illness before maternity leave commences

If an employee is absent from work, due to a pregnancy related illness, at the beginning of the 4th week before the expected week of childbirth, this absence will trigger the start of an employee's maternity leave. In this case, an employee's maternity leave will commence on the day after the first day of absence after the beginning of the 4th week before the expected week of childbirth.

- An employee must inform their manager if their baby arrives before they commence maternity leave so that revised date for their return to work from maternity leave can be confirmed.
- Working during maternity leave (keeping in touch days) Keeping in Touch (KIT) days allows an individual to work up to 10 days during maternity leave without losing the right to maternity pay or bringing the leave to an end.
- Both the employee and their manager must agree to KIT days being worked. However there is no obligation for the individual to attend work or any obligation for the PCC to arrange KIT days.
- In the case of part-time employees, pay will be calculated, based on the employees average weekly contracted hours over 5 days, to ascertain an average days hours/pay, rather than a reflection of the actual weekly working pattern i.e. specific days worked each week prior to maternity leave.
- Regardless of whether someone is full-time or part-time, the principle remains that if the maternity pay already equates to or exceeds the pay the employee would normally have received for working a KIT day, no further remuneration would be payable. If, however, the work completed during the KIT day equates to more than the pay received, they will be paid the difference.
- Whether a whole day has been worked or only part, one whole KIT day will be deducted from the 10 days entitlement.

- A KIT day cannot take place during the first two weeks following the birth of a child.
- KIT days are not an extension to ordinary or additional maternity pay period i.e. they cannot be used at the end of maternity leave to extend the period.
- **Returning to work after maternity leave**
Under current regulations, the PCC will assume that an employee will return to work at the end of their maternity leave and will notify the employee of their return date.
- If an employee wishes to return to work before their official return date, then they must give their manager the appropriate notice of 28 days of their early return.
- An employee must return to regular contracted work for at least three months, in order to keep their payments of CMP. Failure to return will result in an employee being liable to refund the 12 weeks half pay which they have received. If an employee is uncertain as to whether they will return for three months, the PCC is prepared to withhold the 12 weeks half pay until an employee returns to work. They will then arrange for the amount due to be paid as a lump sum less deduction for income tax and national insurance etc. Employees must inform the PCC if they wish the 12 weeks half pay to be withheld until their return to work.
- When it has been agreed that an employee can return to work on a different contractual basis, i.e. part-time, job-share – there is no requirement for a longer return to work than the 3 months referred to above.
- When it has been agreed that an employee can take parental leave or a career break immediately following the expiry of maternity leave, the requirement for the employee to return to work for at least 3 months still exists, but is effectively, deferred until the end of the period of unpaid leave.
- An employee has the right to return to the job in which they were employed prior to the maternity leave period. Where it is not practical to return to your original job because of redundancy or other exceptional circumstance, e.g. reorganization, you will be offered a suitable alternative job where one exists. The offer of suitable alternative employment should be on terms and conditions that are no less favourable had you not been on maternity leave.
- If an employee decides not to return to work after the maternity leave period, they must write to their Line Manager informing them of their decision to resign from their post, giving the necessary contractual notice period.

10.3.5 Maternity Leave and Annual Leave

- The period of absence on maternity leave will be counted as “service” for the purposes of annual leave. An employee must take their annual leave in the current year before the commencement of their maternity leave. Where is not possible to take the annual leave entitlement before the commencement of the maternity leave period, for example where the baby arrives early, then this leave can be taken after the maternity leave period.

- If the employee decides to return to work in the current leave year then they may take their annual leave entitlement once they have returned to work. They may only carry a maximum of days leave into the following year if agreed by the Remuneration Committee in advance.
- If an employee is unsure whether they will be returning to work, they will be advised to take only an amount based on their anticipated service in the current leave year. This will avoid the employee having to repay money in respect of any excess annual leave taken. If the employee returns to work they will be entitled to any outstanding leave entitlement due to them in that leave year, subject to the normal carry over arrangements.
- An employee is entitled to receive their entitlement to any bank holidays that fall during the ordinary maternity leave period only. When it is clear when the maternity leave will start and bank holidays fall during the period, then they will be added onto their annual leave entitlement and should be taken, where possible, before the commencement of maternity leave. Where an employee is unable to take their entitlement to bank holidays before the commencement of maternity leave then these can be taken after the maternity leave ends.

Health & Safety during pregnancy

- A pregnant employee is given specific health and safety protection under the European Union “Pregnant Workers Directive” and the Management of Health & Safety at Work Regulations 1999 and the Working Time Regulations 1998.
- The Parish has to assess the risks to which employees may be exposed in the course of their work, and must now bear in mind the risks to new and expectant mothers and their unborn child. Employees are reminded that they also have a responsibility to identify any areas of work and work practices, which might adversely affect their work health and safety.
- Where a risk cannot be avoided, the manager will discuss with the employee what measures can be taken to minimize the risks. Following the appropriate risk assessment, in exceptional cases and where suitable alternative work cannot be found, it may be necessary to consider alternatives.

10.3.6 Miscarriage and Still Birth

- These maternity provisions do not apply if you suffer a miscarriage before the 24th week of pregnancy. You will be entitled to take sick leave in accordance with the sickness absence policy.
- If you have a still birth after the 24th week of pregnancy, you will be entitled to the maternity scheme in full.

10.4 Adoption Leave

- 10.4.1 You are entitled to take off 52 weeks’ Adoption Leave [If the matching date is after 5 April 2015, the employee is eligible for adoption leave from the first day of employment]. This is made up of 39 weeks’ Ordinary Adoption Leave (OAL), which is paid, and 13 weeks’ Additional Adoption Leave (AAL), which is unpaid.

- 10.4.2 Either the adoptive mother or father (the “Adopter” or “Adopting Parent”) can take adoption leave, with the other parent having the right to ‘paternity’ leave.
- 10.4.3 The Adopting Parent is entitled to paid leave to attend up to 5 adoption appointments. The other parent is entitled to unpaid leave in order to attend two of these appointments.
- 10.4.4 Employees who adopt a step-child or family member or who adopt privately without permission from an authority or adoption agency registered in the UK are not eligible for adoption leave.
- 10.4.5 Adopting Parents can end their adoption leave (either by returning to work or by giving notice of the day on which it will end) and then share adoption leave or pay.
- 10.4.6 If you have 26 weeks’ service or more (but less than 1 year’s service) by the week in which you are notified that you have been matched with a child, you will receive 39 weeks’ Statutory Adoption Pay (SAP).
- 10.4.7 If you have at least 1 year’s continuous service, you will receive 39 weeks’ Occupational Adoption Pay (OAP) at full pay. SAP must be offset against any entitlement to OAP. Your payslip will, therefore, show the amount of SAP paid, plus a pay adjustment to bring the payment up to the level of OAP.
- 10.4.8 OAP is calculated and paid as a weekly amount based on the number of Sundays in each month. Therefore, some months may contain 4 weeks and some months 5 weeks. The SAP will be paid in line with OAP according to the number of Sundays in each month.
- 10.4.9 When you receive notification that you have been matched with a child, you should inform your Line Manager in writing.
- 10.4.10 Once you have received your documentary evidence, this will include the expected date of placement. Make two copies, one for you manager and one for HR.
- 10.4.11 The expected date of placement is the expected date that the child will start living with you. The actual date of placement may be the same as the expected date of placement or it may be different. This is the date that the child is actually placed with you.
- 10.4.12 References to maternity leave should be interpreted as applying to adoption leave where appropriate. In particular, the following provisions apply for staff on maternity leave also apply to staff on adoption leave:
- Accruing annual leave
 - Informing your manager before going on maternity leave
 - What to do if not returning to work
 - Contact during adoption leave
 - KIT Days
 - Additional Adoption Leave and unpaid parental leave
 - Informing your manager before your return to work
 - Changing your mind and not returning to work
 - Changing your mind and returning to work

10.5 Paternity Leave

- 10.5.1 An employee who is the father of the child (adopted, foster or birth) or married to, or the partner of, the child's mother, is entitled to paternity leave if he has the responsibility of the child's upbringing.
- 10.5.2 **Qualifying criteria.** The employee must have been continuously employed for at least 26 weeks ending with the week immediately preceding the expected week of childbirth.
- 10.5.3 There is a right to paternity leave even if the child has died or was stillborn after 24 weeks of pregnancy.
- 10.5.4 **Leave arrangements.** Employees should inform their Line Manager as soon as possible of their partner's pregnancy and this must be given in writing at least 15 weeks before the beginning of the week when the baby is due. Notice must be given of the expected week of delivery, the length of leave to be taken and the start date. This date can be varied with reasonable notice depending on the individual circumstances.
- 10.5.5 The employee is entitled to take either two consecutive weeks paid leave, but not two separate weeks or individual days and the leave must be taken within 56 days of the child's birth.
- 10.5.6 The employee is entitled to return to the job in which he was previously employed or to a suitable and appropriate post (having followed the required procedures).
- 10.5.7 **Additional paternity leave.** Additional Paternity Leave allows employed fathers who are eligible to take up to an extra 26 weeks leave to care for their new baby, if the mother returns to work before the end of her maternity leave.
- 10.5.8 Additional Paternity Leave can be taken anytime from 20 weeks after the child is born, but it must have finished by the child's first birthday.

10.6 Parental Leave Policy

- 10.6.1 Statutory parental leave is un-paid. The purpose of parental leave is to care for your child. This means looking after their welfare and could include making arrangements for the good of your child.
- 10.6.2 To qualify you must have worked at least one year's continuous service for the PCC.
- 10.6.3 Parental leave is available if you have a child aged under 5 (or under 18 if your child is disabled).
- You are entitled to take up to 13 weeks unpaid leave in respect of each child for whom you are qualified to take parental leave. If you are not qualified to take parental leave you could take paid holiday, ask for unpaid time off or request a flexible working arrangement.

10.7 Working from Home Policy

- 10.7.1 In some circumstances it may be suitable for you to work from home. Time spent working from home should always be agreed in advance with your line manager.
- 10.7.2 You will be responsible for ensuring your work station is set up in a way that ensures you maintain normal office health and safety standards.
- 10.7.3 You should keep your manager informed of any issues affecting your work such as sickness just as if you were working on site.

10.7.4 If working at home forms a regular part of your working pattern you and your manager should refer to the booklet “Working from Home” J. Truscott. 2010. (Appendix 4).

10.8 Flexible Working Policy

10.8.1 An employee may have the right to request flexible working arrangements. Flexible working is ‘any working pattern adapted to suit your needs’ where you have a responsibility to look after a child or someone who lives with you. The Remuneration Committee has a duty to consider properly any request for flexible working and to give reasons where a request cannot be agreed.

10.8.2 Employees who do not have the legal right to request flexible working are, free to ask if they can work flexibly.

10.8.3 If you are going to make a request for flexible working arrangements you should:

- Make a dated request in writing well in advance of when you want it to take effect.
- State that the application is made under the statutory right to request a flexible working pattern.
- Give details of the flexible working pattern you are applying for, including the date from which you want it to start.
- Explain what effect you believe the new working pattern would have on The Parish, and how any effects might be dealt with.
- State whether you have made a previous application and, if so, when.

10.8.4 Severe Weather Conditions or Travel Disruption

- The following policy aims to clarify what an employee needs to do when there are travel difficulties associated with bad weather.
- If you cannot get to work because of travel disruption or due to severe weather conditions such as snow, you should talk to your line manager as soon as possible.
- Once the employee has contacted the manager, agreement may be reached as to how the day is treated.
- If an employee is unable to get to work there is no statutory legal requirement for them to be paid. However, your line manager may suggest the following:
 - The employee takes annual leave
 - The employee takes unpaid leave
- In some circumstances it may be possible to work from home (this will be at the discretion of your line manager).
- In some circumstances the employee may also make up the hours at another time suitable to both the employee and line manager. This must be done within (an agreed time frame with your line manager which would normally be within 2 weeks).

10.9 Sickness and Managing Absence Policy

- 10.9.1 Payment of SSP (or any other payment during sickness) is conditional upon your notifying your line manager of your incapacity for work and upon certifying your absence.
- 10.9.2 On the first day of absence you should contact your line manager by telephone by 9.30am, explaining the reason for absence and the probable length of time of being absent. You should keep your line manager informed of your condition every 2 days.
- 10.9.3 The Parish may require you to complete and sign a self-certification describing the reason for your absence due to illness if for less than three days.
- 10.9.4 During periods of absence from work due to sickness or injury an employee will be entitled to receive Statutory Sick Pay (SSP) at the appropriate rate, subject to any statutory exceptions which may apply.
- 10.9.5 There will be no accrual of holiday (except where subject to entitlement under the Working Time Directive) when absent from work due to sickness for 4 consecutive weeks or more.
- 10.9.6 There may be entitlement to receive payment of salary from The Parish on the following basis: SSP will be paid by the PCC where appropriate in accordance with the legislation in force at the time of absence; thereafter sickness benefit may be paid by the Department of Work & Pensions (DWP). The amount of SSP due will be offset against your pay during sickness to the extent that this meets the SSP liability and will be subject to income tax and national insurance deductions.
- 10.9.7 In addition, to SSP, for employees who have more than 26 weeks of continuous employment with the Parish, the PCC will pay additional sick pay for up to [for example, 20 workdays of certified absence (after the initial 3 day self-certification period), within any period of 12 months.
- 10.9.8 If you are absent due to illness for more than seven days (usually five working days), a doctor's statement or private certificate must be forwarded at the appropriate intervals to cover the period of your unfitness for work.
- 10.9.9 We may require that a medical practitioner examine a staff member at The Parish's expense and in The Parish's time in circumstances where The Parish considers such an examination necessary, or where you have been absent or it appears you are likely to be absent for a lengthy period. This request will comply with the provisions of the Medical Disclosure Act.
- 10.9.10 Returning to work: **upon** any return to work where the absence was confirmed or authorised by a doctor's certificate, the employee needs to report to their Line Manager. The Line Manager may choose to hold a 'Return to Work' interview with the employee. A record of this meeting will be kept and will be agreed by the employee and line manager. This note will be kept in your personnel file.
- 10.9.11 Where sickness absence is long-term, or for recurrent absences, The Parish may arrange for the employee to be referred to a medical specialist, for an Occupational Health Report. This will establish that the employee is returning safely, and will be supported

appropriately. Where appropriate a phased return to work may be necessary to assist the individual take up their role in a managed way.

- 10.9.12 **Long term sickness.** Long-term sickness is defined as a period of absence, which continues for a number of consecutive weeks/months, and where there is no imminent or foreseen date of return. During a period of prolonged sickness absence the line manager will arrange to visit the employee to discuss progress and to keep them informed of news.
- 10.9.13 If on the basis of an Occupational Health Report (see above) which states that an individual is unable to return to work or that they are unable to continue their present role three options may be considered
- Possible alternative employment.
 - Early retirement.
 - Termination of employment.

11 Health and Safety Policy

- 11.1 The Health & Safety at Work Act 1974 imposes far-reaching obligations on employers, employees and volunteers to ensure the safety and welfare of people in the work place by trying to eliminate all practicable risks of injury, damage and waste.
- 11.2 The PCC is committed to ensuring the Health, Safety and Welfare of its employees, contracted staff and volunteers and all who use its church and non-church premises (whether or not this is for specific church business) and take part in its activities, wherever these may occur. Our aim is to ensure that the premises used are maintained as a safe and healthy environment and that our activities are arranged so that the risks of accident or work-related ill health are avoided as far as reasonably practical.
- 11.3 The Health & Safety Policy, these Guidelines and Arrangements and the Risk Assessment Process fall within the remit of the Health and Safety Sub-committee of the PCC and will be reviewed annually in the light of legislation, regulations and practice, and revised as necessary; any changes of policy will need to be ratified by the full PCC and then communicated to all concerned. A review without change can simply be noted by the PCC.

The Parish 's responsibilities

- At the commencement of your employment by The Parish you will be issued with the Health and Safety Policy.
- You are required to read and abide by The Parish Health & Safety Policy, [*specify where it can be found*]. If you do not understand any provisions or have any questions, you should discuss the matter with the Health & Safety Officer [*enter name*]. Failure to comply with such regulations is a serious matter and may result in disciplinary action.

- If you use a VDU as a significant part of your normal working day, The Parish will provide appropriate training and assessment of your needs and you should ensure that your work station is set up in as comfortable a position as possible. You should read and be familiar with the pamphlet “Working with VDU’s’.
- Should you sustain any injury during the course of your work, you should immediately report it and ensure that it is entered in the Accident Report Book which can be found [enter location of Accident Report Book’.
- Free eye tests for employees who are “habitual” users of display screen equipment can be organized on request. If you require glasses specifically for VDU the PCC will reimburse you for the cost of a basic adequate pair of spectacles. Where employees want to purchase more expensive pairs, or choose optional treatments, the PCC will pay up to the cost of the value of the basic pair.

Employee responsibilities

- You must read and keep the Health and Safety Policy.
- All employees should be aware of personal Health and Safety responsibilities and remain alert to any issues, concerns and potential risks which must be reported as soon as possible.
- All employees have the responsibility to be mindful of their own safety and that of others including visitors at all times.
- If at any time staff feel personally threatened they should call the personal attack alarm. If this is ever sounded all staff in the building should take responsibility for investigating the situation immediately.
- If an employee has serious concerns about any breach of Health and Safety that have not been acted upon or resolved they should raise these issues with the HR Sub-group or Remuneration Committee, or equivalent.
- An individual must not take any action that could threaten their health or safety or the health and safety of others including other employees, visitors or members of the public.
- An employee must ensure they are aware of any fire and evacuation procedures and the action that they should take in the event of an emergency.
- Protective clothing and other equipment which may be issued for protection where the nature of the job requires it should be worn at all times. Failure to do so could be a contravention of health and safety responsibilities. Once issued, this protective clothing and equipment is the responsibility of the individual.
- All accidents and injuries which take place at the employee’s place of work no matter how minor should be recorded in the ‘Accident Book’ which is kept *[specify location]*.
- An individual must be familiar with first aid arrangements, and of the procedures to follow in the case of emergency. A first aid kit is kept in *[specify location]*.
- Chemicals and solvents should only be stored in their original labelled containers. If it is necessary to decant fluids into smaller containers, these containers must be properly labelled with the name of the product.

12 Alcohol and Drugs Policy

- 12.1 Under current legislation, the PCC as employer has a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all employees. Similarly employees have a responsibility to themselves and their colleagues.
- 12.2 The effects of alcohol and drugs can be substantial. If an employees' performance or attendance at work is affected as a result of alcohol or drugs, or where there is a belief that an employee has been involved in any drug related action or offence, they may be subject to disciplinary action which, dependent on the circumstances, may lead to dismissal.

12. Safeguarding Policy

- 12.3 Safeguarding is at the heart of our theology and mission as a church and underpins and informs our twelve diocesan goals in Transforming Church Transforming Lives. Whilst the incumbent and PCC have overall accountability for safeguarding in the parish it is everyone's responsibility to work together in building an open, welcoming and secure environment where everyone is and feels safe and valued.
- 12.4 The House of Bishops Policy Statement Promoting a Safer Church sets out the principles on which our practice and procedures are based. All parishes should ensure that they demonstrate "due regard" to these principles, recognising that there is no "one size fits all" and develop an action plan to implement the safeguarding policies and practices in the church setting.

Promoting a Safer Church includes

- Adopting and implementing the diocesan approved safeguarding policy and practice guidance, which can be accessed via the website. Safeguarding Policy.
 - Recruiting, supporting and supervising all church officers safely and in accordance with the principles in the Safer Recruitment Guidance
 - Ensuring that all church officers engage with diocesan safeguarding training, face to face or online. Full details of who needs to do what are on the website and the safeguarding team are happy to deliver bespoke training for your parish on request. Safeguarding Training.
- 12.5 Our safeguarding team are available to offer support and advice across a wide range of safeguarding matters- to help your parish realise their vision for their church underpinned by effective safeguarding and inclusion practice. this includes coming along to a PCC meeting to answer questions you may have on policy, implementation, training, pastoral support, signposting and best practice.

13 Confidentiality

- 13.1 The PCC expects a high standard of professionalism, confidentiality and discretion from all employees at all times. Failure to comply with these expectations may result in disciplinary action being taken.
- 13.2 At no time, either during or after employment with The Parish , are you to divulge to any person or make use of information which is confidential to The Parish, The Parish clients or Parish suppliers gained as a result of your employment with The Parish .
- 13.3 Reasonable care must be made to keep safe all documentary or other material containing confidential information, and shall at the time of termination of employment or at any other time be returned upon demand.
- 13.4 Care should be taken when discussing confidential information so that it may not be overheard by an unauthorized person.
- 13.5 Care must be taken when accessing papers, records etc which may contain confidential information so that these may not be found or accessed by an unauthorized person. This responsibility also applies to the use of information on memory-sticks, laptops etc.
- 13.6 This requirement for confidentiality covers all information, including that held on paper, and digitally that:
- 13.7 Is or has been acquired in the course of your employment, or has otherwise been acquired in confidence.
- 13.8 Relates particularly to the parish and its affairs and activities, or that of other persons or bodies with whom the PCC has dealings of any sort, and has not been made public.
- 13.9 **Copyright.** All written material relating to The Parish whether held on paper, or digitally which was made by an individual during the course of employment is the property of the PCC and is copyright. This material may not be copied, plagiarized or used by you for any purpose, either during your employment or after its termination, other than in the proper performance of your duties under this agreement.
- 13.10 At the time of termination of employment or at any other time upon demand, all requested material should be returned.
- 13.11 **Statements to the media.** Any statements to reporters from newspapers, radio, television, etc. in relation to parish activities will be given only with the authority of the Vicar who may take advice from the Diocesan Director of Communications. An employee may not respond to any such media enquiries without clear authorization from the vicar.
- 13.12 **Articles and publications.** Unless within the remit of their post, an employee should not normally write letters or make statements to the press, accept invitations to appear on television or radio, give lectures, write articles or other material related to their work without the permission of the Vicar. Employees may not, under any circumstances publish or publicly express statements which are in conflict with the agreed policy of the PCC.

14 Data Protection

- 14.1 The General Data Protection Regulations (GDPR) 2018 defines strict rules on how data is collected, processed and disclosed to other parties. We have a legal duty to comply with these rules. Inappropriate disclosure of information may result in legal action for compensation against The Parish or even the employee concerned.
- 14.2 All use of data must be compliant with the Parish Privacy Notice and all staff members should familiarise themselves with their responsibilities in relation to this.
- 14.3 Inappropriate disclosure of information will be treated as a disciplinary matter. By signing these Standard Terms and Conditions of Employment as part of your contract of employment, you are giving your consent to The Parish that information concerning you may be held, processed or disclosed as stated above.

15 Disciplinary Policy Procedure

- 15.1 The Parish's aim is to encourage improvement in individual conduct and performance. When the Church's rules are breached or where performance falls consistently short of the standards required, remedial action may be taken by The Parish. Please note that these procedures do not form part of your terms and conditions of employment.
- 15.2 Before taking formal disciplinary action, your Line Manager will make every effort to resolve the matter by informal discussions with you. Only where this fails to bring about the desired improvement, should the formal disciplinary procedure be implemented.
- 15.3 During your probationary period referred to above, The Parish reserves the right to waive any or all of the warning steps or proceeding to any disciplinary hearing or appeal or, to terminate your contract, by giving you the required written notice or payment in lieu.
- 15.4 If you are subject to disciplinary action The Parish will observe the following principles:
- The Parish will aim to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated.
 - At every stage, you will be advised of the nature of the complaint and be given the opportunity to state your case.
 - You will not be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will normally be dismissal without notice and without pay in lieu of notice.
 - You will have a right to appeal against any disciplinary action taken against you.
 - The disciplinary process may be commenced at any stage of the process appropriate to the alleged misconduct.
 - You have a statutory right to be accompanied at meetings by a colleague or a trade union representative, if you are a member of a trade union.

- The Parish will make written notes of all disciplinary meetings held. Both you and your manager will agree and sign the notes and a copy will be kept in your personal file.

15.5 **Verbal warning**

If, despite informal discussions, your conduct or performance does not meet acceptable standards, you may be given a formal verbal warning by your Line Manager.

15.6 You will be told:

- The reason for the warning.
- That this warning is the first stage of the disciplinary procedure.
- That you have a right of appeal.
- You will be given a note of what was said which will be signed by you and your manager
- A brief note of the warning will be kept on your records but it will lapse after 6 months, subject to satisfactory conduct and/or performance.

15.7 **Written warning**

If there is no improvement in standards, or if further offence occurs, a written warning will be given. This will state the reason for the warning and a note that, if there is no improvement after 3 months, a final written warning will be given. A copy of this first written warning will be kept on file but the warning will lapse after 12 months subject to satisfactory performance.

15.8 **Final written warning**

If your conduct or performance remains unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning, then a final written warning will be given, making it clear that any recurrence of the offence or other serious misconduct within a period of 6 months will result in dismissal. A copy of the warning will be kept on file but the warning will lapse after 12 months subject to satisfactory conduct and/or performance.

15.9 **Dismissal**

If there is no satisfactory improvement or if further serious misconduct occurs, you will be dismissed. The decision to dismiss will be taken by a senior member of the clergy in consultation with a member of the PCC.

15.10 **Gross misconduct**

If, after investigation, it is deemed that you have committed an offence of Gross misconduct, the normal action would be dismissal:

15.11 The following list provides examples of behaviour that could be considered gross misconduct but is not exhaustive.

- Theft, fraud, deliberate falsification of records
- Fighting, assault of another person
- Deliberate damage to Church property
- Serious incapability through alcohol or being under the influence of illegal drugs
- Serious negligence which causes unacceptable loss, damage or injury
- Serious acts of insubordination
- Flagrant disregard of orthodox Biblical principles for living that are inconsistent with the role and our ethos.

- Abuse of children, young people or vulnerable adults
- Inappropriate use of the internet and or computers, or unauthorized access to computer records

15.12 **Suspension**

The Parish may suspend a staff member from duty to allow a nominated representative of the PCC to investigate any alleged complaint made against a staff member in relation to their employment at The Parish . Such suspension will not to be regarded as a form of disciplinary action and will be for as short a period as possible.

- 15.13 Any decision to dismiss will be taken only after a full investigation. If you are found to have committed an act of gross misconduct, you will be dismissed without notice or payment in lieu.
- 15.14 During any period of notice of termination whether by The Parish or the staff member, The Parish will not be under any obligation to assign any duties or provide work and shall be entitled to exclude a person from its premises, provided that this does not affect entitlement to receive normal salary and other contractual benefits. During such a period no accrual of holiday will continue other than under the provisions of the Working Time regs.1998.

15.15 **Appeals**

If you wish to appeal against any disciplinary decision, you must appeal in writing to the Chair of the Parochial Church Council within 14 working days of the decision being communicated to you. You may be accompanied at an appeal hearing by a colleague.

- 15.16 At the appeal, any disciplinary penalty imposed will be reviewed but it cannot be increased. The appeal will be heard by two representatives of either the Parochial Church Council or members of the Operational Board and should include where possible one Church Warden, with the proviso that none of the members of the hearing have been involved previously with the disciplinary case. The decision of the appeal hearing will be final.

16 **Grievance Policy Procedure**

- 16.1 It is The Parish 's policy to ensure that employees with a grievance relating to their employment can use a procedure to help to resolve grievances as quickly and as fairly as possible.

- 16.2 All issues of grievance will be dealt with before any disciplinary proceedings take place. If you have a grievance about your employment you should discuss it informally with your immediate Manager. We hope that the majority of concerns will be resolved at this stage with informal discussions.

16.3 **Stage 1.**

If you feel that the matter has not been resolved through informal discussions, you should put your grievance in writing to your Manager. The Manager will invite you to attend a meeting to discuss your grievance, as soon as practicable, once they have had a chance to consider a response. You may be represented or accompanied at this meeting by a colleague or union representative and must take all reasonable steps to attend the meeting. After the meeting, your Manager will notify you of their response to your grievance and your right of appeal within 7 working days.

16.4 **Stage 2.**

If the matter is not resolved to your satisfaction, you should put your grievance in writing to the Chair of the Parochial Church Council. Two representatives of either the Parochial Church Council

or members of the Operational Board which could include a Church Warden, who have had no previous involvement in the case will hear all appeals and their decision is final. You may be represented or accompanied at this meeting by a colleague or union representative and must take all reasonable steps to attend the meeting. The meeting will be held as soon as practicable and the decision of the panel will be communicated to you in writing within 7 working days of this meeting being held.

17 Financial Procedures

The Parish is committed to integrity, openness and transparency in all its financial dealings. This policy sets out the way we will deal with all the money that God entrusts us to steward, and the way we will conduct our relationships with the people who give and receive it.

17.1 Financial Authority

The PCC is the body with authority over all the Parish finances. Executive 'operational' authority is delegated to *[enter relevant details for parish]*.

18 Authorisation of Expenditure

In general, expenditure is controlled by budget owners, once the annual budget has been approved by the PCC. Details of budget owners are available from the *[name of Treasurer]*.

Expenditure variance will be approved in accordance with the following procedure:

- Items of additional expenditure up to *[enter amount]* can be authorised by *[enter name]*
- In all of the above, the Finance Exec will make a recommendation taking into account current levels of income, expenditure and other financial forecasts.

18.1.1 Petty Cash

Petty cash is the responsibility of the *[enter name]*. A petty cash box is kept in the safe. It is operated on the following guidelines

Amount

The box contains a maximum of £ *[enter amount]*. The maximum payment for a single item is £ *[enter amount]*.

Process

- *Bookkeeping*
The cash box has its own cashbook, which is kept up-to-date at all times. Any shortfalls are to be reported immediately.
- *Payments*
Cash payment are made directly in exchange for receipts, which are marked with a reference and stored with the petty cash cashbook.

19 Expenses Policy and Procedures

19.1 All expenses incurred in the performance of The Parish duties and approved for payment by the relevant Line Manager will be reimbursed.

19.2 Expenses will need to be agreed by your line manager beforehand. Any amounts of more than £ *[enter amount]* will need to be approved in advance by the Vicar.

- 19.3 Expenses claims should be submitted each month using the appropriate form obtained from your line manager and accompanied by the relevant receipts.

20 Telephone, computer, music equipment and internet use

- 20.1 Managers should use this as a guideline and agree appropriate usage of telephones, computers and other equipment with their staff and any volunteers for whom they are responsible. We understand that staff and volunteers may from time to time need to make reasonable use of the telephone and email for some personal use during the working day, and this will be taken into account.
- 20.2 The Church retains the right to monitor the volume of Internet and network traffic, together with the Internet sites visited.
- 20.3 There should be no personal use of the computers without the line manager's permission. No staff or volunteer will use another person's computer email account in any circumstance.
- 20.3.1 No staff or volunteer shall use the IT facilities in a way that is:
- Unlawful, offensive, obscene, indecent or disruptive or against copyright.
 - For gambling, advertising or for remunerative employment, contractual benefit or entrepreneurial activity.
 - Harmful to the computer, network or files (this includes, physical damage and the introduction of viruses)
 - Time wasting and disruptive to others
 - Gaining access to networks that you do not have permission to use

Staff are encouraged to use web mail services such as Hotmail and Yahoo, where possible, if sending a personal email.

No software will be installed onto computers without permission from your line manager.

Where there is a need to use the telephone or email for personal use this will be done without disruption to others, in the shortest time and without incurring any substantial cost to the Church, and only with the appropriate authorization. Staff and volunteers are encouraged where appropriate to use their own mobile telephones.

Playing music whilst at work may be appropriate in some contexts but in other contexts this will not be suitable. If you would like to play music whilst at work it will need to be with the express permission of your manager and should not disturb others who are within earshot.

Failure to comply with these guidelines will result in actions ranging from disciplinary procedures such as verbal and written warnings, through to dismissal.

Appraisal Form template

Name of Appraisee	
Job title	
Name of Appraiser	
Date of Appraisal	

Section A: The Past Year

Objectives and targets agreed for review period

Review your goals/objectives agreed at your last appraisal – or goals/objectives that were changed or agreed during the year to reflect changes in circumstances.

Comment on how effectively you have achieved your goals/objectives over the review period, identifying areas for praise, learning and your development.

Goals/Objectives (including agreed dates for achievement)	Outcomes (what were the outcomes/results)

Section B: Development

Skills gained and development undertaken since last appraisal interview

Note any training attended and the focus of development:
Note any new skills or qualifications gained (whether as part of a course or not):

Section C: Overall Performance

Indicate an overall assessment of performance for the past year using these categories:

- Real strengths
- Competent
- Needs further development

Appraisee's Assessment <small>(optional)</small>	Manager's Assessment	Manager's Comments

The following aspects should be considered, as and where relevant to the respective job role: Delivery against objectives; achieving performance standards; ability to work in a team and/or leadership; adaptability; relationship with others in team/parish.

Section D: The year ahead

Objectives for the coming review period

Taking into account any overall team or wider department objectives, agree a new set of goals/objectives (ideally no more than 5) for the next 12months, assigning realistic targets/measures so that you will both know when the objectives have been achieved. Set SMART objectives – **S**pecific, **M**easurable, **A**chievable, **R**ealistic, **T**ime-bound.

You might find it useful to take into account any changes to the job role/responsibilities that have taken place in the last year, or likely to occur in the year ahead.

Note: Carry forward & update any unachieved objectives from the last review, if still relevant.

Objectives/targets

Objectives	Target: (how you will know when this has been achieved?)	To be achieved by: (target date for completion)

Training and development needs

Make a note here of any training or development you have identified and discussed with your line manager. These can be: on-the-job training; in-house training sessions; external courses which may or may not lead to a qualification; any other professional development.

Topic	Type of training/development recommended

Section E: Comments and signatures

Appraisee's comments

Appraiser's comments

Please sign below to confirm that the appraisal interview has taken place:

Appraisee's signature

Date

Appraiser's signature

Date

APPRAISAL GUIDANCE FOR MANAGERS

1. Appraisal aim

- 1.1 The overall aim of the appraisal scheme is to maximise individual effectiveness and potential so that employees' efforts are targeted towards the achievement of company objectives.

2. Appraisal objectives

- 2.1 The objectives of the appraisal scheme are to:
- Raise standards of performance and efficiency.
 - Strengthen employee/management relationships and motivation.
 - Improve communication.
 - Identify training and development needs.
 - Assess potential and assist in human resource planning.
 - Maintain up-to-date records of employees' qualifications, skills and abilities.

3. Appraisal scheme

- 3.1 There are three basic stages involved in effective performance appraisal:
- Preparation
 - Interview
 - Follow-up.

4. Preparation

- 4.1 For all the employees you are appraising you should gather together:
- The appraisal interview report for the previous review period
 - Blank copies of the current year appraisal form
 - Parish goals and objectives for the year ahead
 - The team objectives for the year ahead
 - Your employee's job description
 - Any other information relevant to your employee's objectives/targets agreed for the previous review period.
- 4.2 Ensure that you are familiar with all of the above before inviting the employee to an appraisal interview (giving at least five working days' notice).
- 4.3 Give the employee a copy of the previous year's appraisal interview report; a copy of the parish and team objectives for the year ahead; and a blank copy of the current year's

appraisal report with the agreed objectives/targets for the previous review period entered. Ask them to complete the following sections on the blank form:

- 4.4 The outcome section against the prior year objectives. This should be their own frank assessment of their delivery and progress against these. Ask them to provide examples to support their assessment including challenges they've experienced and lessons that they've learnt along the way.
- 4.5 The future year objectives. This should be their suggestion as to no more than five practical objectives for the next year, reflecting ways in which their work relates to the Team objectives, agreed work priorities, and areas of possible development in light of the lessons learnt or challenges experienced in the prior year.
- 4.6 The training courses attended over the year.
- 4.7 Areas for future development and training. This should be their suggestions of areas where they believe it would be helpful for their job role and responsibilities to develop.
- 4.8 Your employees' comments.
- 4.9 Ask them to send you a copy of the completed form before the appraisal, reassuring them that their self-appraisal notes are only for preparation and together with your own preparations, form the basis for your discussions at the interview. Any inclusion on the final form of their notes will only be with their agreement in the discussion.
- 4.10 Encourage the employee to be thorough in their preparation, as this will help the appraisal discussion to go smoothly.
- 4.11 Before making any notes yourself in preparation for the interview, consider the employee's overall performance during the last 12 months. Do not allow recent events to bias your views.
- 4.12 To ensure that your comments are objective, you're advised to gather evidence on:
 - The achievement of objectives/targets
 - Training records
 - Attendance/timekeeping statistics
 - The employee's relationships with others
 - Relevant comments or input from other stakeholders with whom the individual works or provides a service.

Complete the Section A of the appraisal interview report:

5. Section A: The Past Year

- 5.1 On your own copy of the review form, make your own notes in the outcomes section against the agreed prior year objectives and targets. These are only for preparation and will not be finalised until after they have been discussed and agreed at the interview, taking into account the appraiser's own comments.
- 5.2 Note down skills gained and further development undertaken (where the facts are known).
- 5.3 Make notes on all the other sections of the form according to the following guidelines.
- 5.4 This does not mean you should allow yourself to be swayed by irrelevant factors brought up by the employee at the interview. It does mean that you will have given thought to the process and can therefore justify your notes and preliminary ratings in your discussions.
- 5.5 You should, however, be prepared to amend/add to your prepared notes and ratings depending on the employee's comments and contributions during the interview.

6. Section B: Development

- 6.1 Note down any skills and development undertaken since your last appointment.

7. Section C : Overall Performance

- 7.1 You are asked to assess employees using the categorisation.

- A= Real strengths
- B= Competent
- C= Needs further development

8. Section D: The Year ahead

8.1 Objectives/targets

Taking into account the Parish and team and departmental objectives decide on a suitable number of objectives, associated targets for your employer, and set sensible dates for their achievement. Five objectives is an ideal maximum. [consider what resources might be required to enable these objectives to be met]

8.2 Training and development needs

You are likely to already have your own views on this area and should make notes accordingly. Prioritise needs with the diocesan objectives in mind.

8.3 Section D: Comments and signatures

This section is only included in the appraisal interview report, and is filled in after the interview has taken place. This will be discussed in more detail further on.

9. The Appraisal Discussion

Complete the appraisal form during the interview, whenever possible. The sections for completion are

10. Follow-up

What you need to do after the interview

- 10.1 It is crucial that appraisers, employees and HR recognise that they have a joint responsibility to ensure that follow-up occurs.
- 10.2 Once the interview has been concluded, the original completed appraisal interview report should be immediately given to your manager for signature.
- 10.3 Your manager will, within one week of the appraisal interview, submit the form to HR for retention. HR will copy the form to the employee and will be responsible for collating the information provided in order to update the training and development plan.
- 10.4 You should arrange follow-up meetings, if required, with the employee to review their progress in achieving their objectives/targets. At a minimum this should include a 6 month review meeting.
- 10.5 You should put into effect any agreed development solutions for which you have authority.
- 10.6 You should liaise with HR to ensure that you are aware of the details of the training and development plans affecting your employees.
- 10.7 You should ensure that employees are kept informed at all stages, especially where initial plans are subsequently changed.

11. Over the next 12 months

- 11.1 Remember that the completed appraisal interview reports should be viewed as working documents and should be continually referred to and reviewed during the year.

- 11.2 Where the objectives/targets agreed at the appraisal have changed, new objectives/targets should be agreed to reflect changes in circumstances. Do not wait for the next formal appraisal interview before taking action.

APPRAISAL GUIDANCE FOR EMPLOYEES

1. Why have an appraisal?

1.1 The objectives of an appraisal scheme are to ..

- Strengthen our employee/management relationships and motivation.
- Improve our communication
- Identify our training and development needs.
- Assess potential and assist in human resource planning.
- Raise our standards of performance and efficiency.
- Maintain up-to-date records of our employees' qualifications, skills and abilities.

1.2 There are three basic stages involved in our appraisal:

- Preparation
- Interview
- Follow-up

2. Preparation

2.1 Your line manager will invite you to an appraisal meeting and will provide you in advance with:

- a copy of your last year's appraisal
- a copy of your team or departmental objectives for the year ahead
- a blank appraisal form for this year with your previous year's objectives entered

2.2 In advance of your appraisal meeting you should complete:

- Section A: making your assessment of your progress and delivery of last year's objectives.
- Section B: giving details of any training courses or skills development achieved during the year.
- Section C: an assessment of your own overall performance during the year (completing this is optional).
- Section D: suggesting up to 5 practical objectives for the year ahead to fit in with your overall team / departmental objectives and the things you know to be important. Think carefully about what will be realistically achievable when suggesting timescales and suitable measures.
- Section E: provide your overall comments on the past year and any issues you think are important for you and your job role going forward.

- 2.3 Do take time to complete this form, being sure to address any concerns you may have. Your self-appraisal notes are an important part of the preparation and will help to form the basis of good discussions during the appraisal meeting. Any inclusion of your notes in the final appraisal documents will only happen with your prior approval.
- 2.4 When completed send your form to your line manager in advance of your meeting, allowing them time to prepare for the meeting.

3. Appraisal Interview

- 3.1 Your manager will have confirmed the date and time with you and will have allowed an hour for undisturbed conversation.
- 3.2 Make sure you have printed off a copy of the form you completed with your comments, also bring any other documentation you feel may be relevant to the conversation.
- 3.3 Your line manager will lead the conversation and almost certainly make notes during the meeting about the areas you discuss.
- 3.4 Your conversation will cover all sections of the form, agreeing your progress during the previous year, celebrating success and achievement as well as addressing areas where objectives may not have been met or where they have changed. If appropriate, it may that an objective needs to be carried forward into the following year's objectives, but this should be only after you have been able to discuss with your manager strategies that will help ensure future success.
- 3.5 Your objectives for the following year will be discussed and agreed with your manager at the meeting, with a clear understanding of how these will be achieved, setting and agreeing time scales and deliverables for each one.
- 3.6 If you have any concerns that you have not addressed when completing the form please make sure they are raised and discussed during the meeting.

4. Follow up

- 4.1 Following the meeting, your line manager will update the form to reflect your conversation, commenting on the progress of previous year, noting any areas where you have discussed that further development is required.
- 4.2 Your manager will make a note of their assessment of your overall performance in the previous year, as discussed at the appraisal meeting. They will also ensure that the objectives you agreed for the following year are updated.

- 4.3 Within two weeks of your appraisal meeting your line manager will send you the completed form for you to check. If you are happy, sign it and return it to your line manager who will ensure a copy is placed on your personal file. If you should have any concerns about any aspect of the completed form you should let your manager know, and if necessary ask them to make a note recording your concerns on the final form. If for any reason you are still unhappy with the way the appraisal has been handled, you have the right to make a formal appeal through the HR manager.

Regular Employee and Line Manager Meeting Template

This template provides a guideline only. The suggested length of meeting 30 – 45 minutes.

You may choose to retain written notes, although these are not obligatory.

Manager..... Staff Member..... Date.....

	Key comments/points made during discussion	Actions – who, what, when
Opening Prayer, if appropriate.		
Any specific items for discussion today?		
Your current priorities		
<ul style="list-style-type: none"> • Scope of current task list • Progress on tasks since last line management discussion • New items of work <ul style="list-style-type: none"> ○ Timeframe and deadlines ○ Level of importance/priority • What support, resources or assistance are required to complete current tasks? Is this manageable? What changes, if any, need to be made? 		
Managing your time		
<ul style="list-style-type: none"> • Hours worked last week? • Is the workload manageable? • Are rest days being taken? • Do you have annual leave booked? Any TOIL being accrued? When will this be taken? 		
Pastoral / Wellbeing / Welfare		
<ul style="list-style-type: none"> • How are you feeling about work right now? • Is there anything we can do to support you better? • Any areas of concern? 		
Any other Items		
<ul style="list-style-type: none"> • Include any issues regarding your work environment, how the team is doing, performance, specific goals for development, feedback from the leadership team or any other matters. • Give opportunity to feed in ideas or suggestions or to ask any questions. 		
Closing Prayer, if appropriate.		

STRICTLY CONFIDENTIAL
RETURN TO WORK INTERVIEW TEMPLATE

Name *[employee]*

1. Background and Current Status

- 1.1 What was the reason for your absence?
- 1.2 Did you comply with the notification procedure, as per the Staff Handbook?
[If no, please state reason(s) and indicate what action has been taken].
- 1.3 Are there any underlying problems, either personal or work-related, that you feel have contributed to your absence?
- 1.4 Has this absence been related to a previous absence?
[If yes, please give date / nature of previous absence(s)]
- 1.5 Did you seek advice from your GP and/or any other medical practitioner and what was the advice? Have you met with an independent Occupational Health adviser?
[Note: we are not asking you to share confidential details about the nature of your illness].

2. Returning to Work

- 2.1 Did your GP/Consultant/Medical Practitioner give any advice in respect of your work pattern or work environment?
- 2.2 What support would you value from us to enable you to integrate back into your role?

3. Actions agreed

- 3.1 What actions will we jointly agree to take forward as you return to work? *[e.g. a phased return to work; brief daily catch up meetings; additional admin support for 2-3 weeks].*

Sign *[Line Manager]*

Date:

Sign *[individual returning from absence]*

Date:

PERFORMANCE IMPROVEMENT PLAN TEMPLATE

Name	Job Title	Start date

What is the performance gap, i.e. current performance compared to expected performance?	1.			
	2.			
	3.			
	4.			
	5.			
What specific improvement steps are needed to improve performance and how will we measure the achievement of the expected performance?		What	Expected outcome	When
	1.			
	2.			
	3.			
What support is needed to ensure that the expected	1.			
	2.			

standard of performance is achieved?	3.		
What are the consequences of not performing to the expected standard?			
Comments from employee			

Manager *[name]*

Signed

Date

 -

Employee *[name]*

Signed

Date

DISCIPLINARY PROCEDURE CHECKLIST

Action	Notes	Date completed
Investigate	Gather all the facts promptly before memories fade Take statements, collect documents In serious cases, consider suspension with pay whilst an investigation is conducted.	
Be clear about the allegation	Is action needed at this stage? Is there a case to answer?	
What should the action be?	Informal warning, advice, counselling? Formal disciplinary action?	
Arrange a disciplinary hearing	Invite the individual to a disciplinary hearing giving at least 24 hours' notice of the meeting and offer the right to be accompanied. Inform the individual of the allegations against them and provide any evidence. Arrange for a second person to be available to take notes of the meeting.	
At the disciplinary meetings	Introduce those present and the purpose of the meeting. State the allegations and the supporting evidence. Allow the individual to state their case. Consider and question any explanations put forward. Except in straight-forward cases, adjourn before reaching a decision to consider all the facts and form a clear view. If any new facts emerge, decide if any further investigation is required. Adjourn if required and reconvene when further investigation has been completed.	
Decide the penalty	Consider: The gravity of the offence. Penalties applied in similar cases in the past. The individual's disciplinary record and any mitigating factors. Reasonableness of the proposed penalty in the circumstances.	
Reconvene the disciplinary interview	Clearly inform the individual of the decision and the penalty. Explain the right of appeal. In the case of a warning, explain what improvement is required by when, how long the warning will last and the consequences of failure to improve.	
Record the action taken	Confirm the disciplinary action and the right of appeal in writing.	
Monitor individual performance	Follow up on review periods and record where improvements have been made. Remove warnings in the employees personnel file in line with agreed timescales.	

Training and Developing

The purpose of this section is to enable us to train and develop our employees – to enable them to grow spiritually, to be fully equipped to perform well and to feel fulfilled in their role.

3. Commitment to developing and growing our staff

It's recommended that every parish is committed to the development of every member of their staff team. Specifically this is a commitment to ..

- Growth in their relationship with God
- Growth in their relationships with all of the staff team
- Growth in the effective use of their gifts.

4. Making the commitment a reality

Let's look at what it means to develop and grow our staff. This could be made available to each staff member following the successful completion of their probationary period.

4.1. Growth in their relationship with God

- A personal retreat for up to two days per year (each day should be taken separately).
- The day should be used for the purpose of growing their relationship with God.
- It might be appropriate to offer additional arrangements or retreats for some of staff team whose roles have a specific pastoral focus.
- Staff would receive full pay and should be agreed at least four weeks in advance with your line manager.

4.2. Growth in relationships with the rest of the staff team

- The purpose would be to meet together regularly for prayer and mutual support – not to discuss parish-related work and activities. The patterns of meeting together as a staff team could be something along the lines of:
 - Daily prayer and weekly staff meetings.
 - Termly staff days away for relationship building and training purposes.
 - An annual staff residential retreat.

4.3. Growth in effective use of their gifts

- This is about identifying and growing individuals' gifts and skills.
- Opportunities to discuss these may get squeezed out in the midst of busy schedules. The annual appraisal discussion, and a six-monthly interim appraisal, can be a good opportunity to identify what gifts and skills could be developed, and how.
- Being flexible and enabling staff to take time off for ministry trips and conferences can be helpful in broadening their thinking and help them to think through new areas for personal development.

5. Building skills and competence

There are a wide variety of ways of developing skills and competence across a range of areas - and this section outlines a few of them...

3.1 Mandatory training

Safeguarding training relating to the role comes into this category – this . For further information regarding the training required for a particular role, reference the Safeguarding resources on the Diocesan website.

<https://www.cofeguildford.org.uk/about/safeguarding-inclusion/safeguarding-resources>

3.2 Job-related skills

- This includes skills and expertise that are role-specific. These can be trained and developed on-the-job, or via a formal training course via an external supplier. If you sponsor and support an employee to undertake such a course, potentially leading to qualifications, it's recommended that you jointly agree a [Training Contract](#).

3.3 General Skills

- 5.1.1. This includes a range skills and expertise that are role-specific, such as
- Mentoring and Coaching
 - Managing Conflict
 - Time Management
 - Leadership

For further advice and guidance on a range of training courses and options, you can contact the HR team at the Diocese.

- www.cipd.org
- www.acas.org.uk
- www.gov.uk/browse/employing-people

Templates

[Training Contract](#)

Training Contract

Parties to the contract

This contract is between *[insert Parish name]* and *[insert employee name]*.

PCC Sponsorship

The PCC agrees to pay the necessary tuition fees to the cost of *[insert amount]* directly to the training provider.

The PCC also agrees to meet the following costs in relation to training. You must inform their manager of the cost of all of the following items before making a purchase. Where appropriate, before authorising the purchase, the manager may seek confirmation that the chosen purchase is the most cost-effective option: *[delete as appropriate]*:

- textbooks and other material relating to the course, including both hardware and software
- examinations/assessments
- membership of a professional body required.

Time off

You will be granted up to a maximum of *[insert number]* days' paid leave to cover training, preparation for and the sitting of. You should notify your manager of such dates as soon as possible in order that cover can be arranged well in advance. You are required to attend all training sessions. You are also expected to use time off for preparation of examinations/assessments effectively and managers may seek evidence of training/examinations attended. Where satisfactory evidence cannot be provided, the manager may, at his/her discretion, remove the right to time off.

Failure to attend training courses, examinations/assessments or other inappropriate behaviour whilst on a training course may be deemed a disciplinary offence and, as such, disciplinary action taken against you.

Completion of the course

As the PCC is investing in your learning, you are expected to apply due diligence in your examinations/assessments in order to perform at the required level.

You are required to provide notification to your manager of the date/time of any examinations/assessments. If the date subsequently changes, or the examination/assessment is cancelled for any reason, you are required to inform your

manager at the earliest opportunity, and in all circumstances, before the examination or assessment was due to take place. If, upon attendance for an examination or assessment, you are informed that it will not take place, you must contact your manager immediately and attend work, unless instructed otherwise by your manager.

You are subsequently required to provide notification of your examination results to your manager at the soonest possible opportunity. Employees who do not pass the examinations/assessments should discuss this with their manager.

Use of Parish Equipment

Where necessary, you will be granted permission to utilise parish equipment (i.e. computers, photocopiers) where this does not impinge on your own workload. You must discuss your needs with your manager in advance.

Repayment of Costs

You agree to repay to the PCC the costs it has incurred in connection with your training in the event that you leave the employ of the PCC, according to the following scale:

- before commencement of the course but after fees etc have been paid: 100% of the liability which remains subsequent to attempts to recover any costs from the training provider;
- at any point during the course, or within three months after course completion: *[insert amount]* per cent;
- more than three months since completion but less than six months since completion: *[insert amount]* per cent;
- more than six months but less than 12 months since completion: *[insert amount]* per cent.

No repayment will be necessary in the event that employment terminates due to compulsory redundancy, however, this agreement will apply to voluntary redundancy.

Leaving well

This is about ensuring that our employees leave our parishes in a positive way – and that we manage the exit process well.

1. Exit process

- 1.1. When a member of staff leaves, for whatever reason, an exit process should be put in place. This helps to manage everyone's expectations – the employee who is leaving, the line manager and all other team members. It also helps to ensure that there is a clear and smooth handover of tasks and activities. See [Leaver Checklist](#).
- 1.2. An exit discussion is highly recommended – this gives the individual (could be employee or a volunteer) the opportunity to provide confidential feedback on their employment experience and any areas where their time with the parish could have improved. It's also an opportunity to acknowledge achievements and to say thank you. See the [Exit Interview](#) template

2. Key Reasons for Leaving

2.1. Resignation

- 2.1.1. Make sure that you have a written resignation and that you acknowledge receipt of it as soon as possible, including the agreed leaving date, confirmation of any outstanding holiday that will be paid in the final payslip and any other payments or deductions to be made prior to leaving. See [Acknowledge Receipt of Resignation Letter](#) template.
- 2.1.2. If individual resigns verbally and, for whatever reason, is not willing to provide a written letter, you should take the initiative and send a letter acknowledging their verbal resignation – be specific on date and time – and include confirmation of any outstanding holiday pay etc. Request the individual to acknowledge receipt of your letter in writing.

2.2. Retirement

- 2.2.1. There is no longer a statutory retirement age so you cannot retire people without the request coming from them. However, this does not preclude 'off the record' conversations taking place so that succession planning can be put in place. These conversations must be done with care so as not to make the person feel 'date

expired', and therefore leaving yourself open to claims of unfair dismissal.

2.2.2. You may wish to offer retirement planning seminars or financial planning advice.

2.2.3. If a person asks to retire, a suitable date should be agreed and confirmed in writing. You will need to contact any pension providers in advance of the finishing dates. Any outstanding annual leave will need to be calculated and either agreement made for it to be taken or paid as part of the final salary.

2.3. Dismissal

2.3.1. There are a range of circumstances under which an employee may be dismissed, the list below is not exhaustive:

- Incapability to perform duties set out in their job description due to a lack of qualifications, incompetence or long term absence.
- An employee's misconduct, in which case The Parish's disciplinary policy and procedure should also apply.
- Circumstances where the law would be broken if the employee were to continue working for The Parish, for example, where an employee who is required to drive and they are disqualified from doing so.

2.3.2. Dismissals may also be considered for 'some other substantial reason' whereby the dismissal of an employee is warranted, depending on the particular circumstances of their employment.

2.3.3. You are advised to take specialist HR and Legal advice should you face a potential dismissal situation. You can also reference the ACAS website for guidance.

2.4. Redundancy

2.4.1. If you believe you may be facing a redundancy situation for a particular role, there is a process which must be adhered to. Redundancy is a form of dismissal and you should consult with an HR or an Employment Lawyer under these circumstances. There is clear advice on the [ACAS website](#)

3. Providing a reference

3.1. Providing a fair and accurate reference protects the PCC's reputation and prevents any claims of negligence or unlawful discrimination from ex-employees.

- 3.2. All references should be provided in writing and must be based on accurate, factual information. Personal opinions which cannot be substantiated by evidence should be clearly marked as such so that these are easily identifiable to the reader.
- 3.3. Nowadays references tend to keep to the following information:
 - 3.3.1. Start date and duration of employment
 - 3.3.2. Job Title (s)
 - 3.3.3. Salary, if requested
 - 3.3.4. Key responsibilities.
- 3.4. In no circumstances should an employee's absence record be disclosed and the referee should not comply with any requests for such information.
- 3.5. Personal references: line managers may be requested to provide a personal reference for an ex-colleague. All such references must include a statement to the effect that the reference provided is a character reference and does not represent the view of the PCC. Character references must be provided on blank stationery, or on the employee's own stationery, or using a personal e-mail address.

Some frequently asked questions

Q: A member of staff has been on a fixed-term contract for 3 years and it is coming to an end in two months' time, are they entitled to a redundancy payment?

The ending of a fixed-term contract counts as a statutory dismissal in law and as the individual has more than two years' service, they are also protected under the unfair dismissal legislation. We would recommend that you follow a standard fair dismissal/redundancy procedure for the position. This will include entitlement to a statutory payment if the person is made redundant. Further details in relation to redundancy can be found on the ACAS website.

Q: A member of staff has resigned but does not want to give their full contractual notice – can we insist that they do so?

The duty to give notice is part of a contract of employment. If your employee doesn't give the right notice, then that would be a breach of their contract. This can occur if the contract requires notice to be given in writing but it was only given verbally, or if not enough notice, or none at all, is given. The practical response would be to sit down with the employee and try to reach an agreement. A claim in the courts for breach of contract would cost the parish time and money, so trying to settle the issue informally would be the best solution.

Templates

- [Leaver Checklist](#)
- [Exit interview](#)
- [Acknowledge Receipt of Resignation](#)
- [Providing a Reference](#)

Leaver Checklist template

Name	Job Title	Leaving date

Action	Who [Line manager, or delegated person]	When
<ul style="list-style-type: none"> • Agree leaving date. 		
<ul style="list-style-type: none"> • Acknowledge receipt of resignation letter and place on personal file. 		
<ul style="list-style-type: none"> • Arrange an exit interview. 		
<ul style="list-style-type: none"> • Advise payroll of leaving date, outstanding holidays, any deductions. 		
<ul style="list-style-type: none"> • Advise pensions provider. 		
<ul style="list-style-type: none"> • Arrange for any benefits , such as dental or childcare vouchers etc. to cease with effect from leaving date. 		
<ul style="list-style-type: none"> • Advise IT provider of leaving date to ensure systems access is removed. 		
Receive: <ul style="list-style-type: none"> <input type="checkbox"/> Lap top, if appropriate <input type="checkbox"/> Keyboard & mouse <input type="checkbox"/> Power supply <input type="checkbox"/> Files, documents, books <input type="checkbox"/> Car park pass <input type="checkbox"/> Staff pass card <input type="checkbox"/> Front door key and fob 		
<ul style="list-style-type: none"> • Advise finance to cancel signatory authorisations. 		
<ul style="list-style-type: none"> • Check that future contact details are documented. 		

<ul style="list-style-type: none"> Remove details from website. 		
Issue P45		
Action	Employee	When
<ul style="list-style-type: none"> Confirm resignation in writing. 		
<ul style="list-style-type: none"> Check personal drive, remove all documents and pass to colleague, as requested by line manager. 		
<ul style="list-style-type: none"> Hand over all key documentation, pass to colleague as necessary 		
<ul style="list-style-type: none"> Check outlook calendar and move appointments to colleague 		
<ul style="list-style-type: none"> Set 'out of office' message on phone and PC 		
<ul style="list-style-type: none"> Return all parish equipment, including: <ul style="list-style-type: none"> <input type="checkbox"/> Lap top with passwords <input type="checkbox"/> Dongle <input type="checkbox"/> Keyboard <input type="checkbox"/> Mouse <input type="checkbox"/> Power supply <input type="checkbox"/> Files, documents, books <input type="checkbox"/> Corporate card and password <input type="checkbox"/> Car park pass <input type="checkbox"/> Staff pass card <input type="checkbox"/> Front door key and fob 		

Exit Interview template

Employee name	
Job title	
Date of leaving	
Name of interviewer	
Date of exit interview	

Questions	Comments
<p>Reasons for leaving</p> <p>Why have you decided to leave?</p>	
<p>Expectations and role</p> <p>How well were your expectations of the role met/not met?</p>	
<p>What did you like most about your role and time with us?</p>	
<p>What was least satisfying about your role?</p>	
<p>What, if anything, would have kept you from leaving?</p>	
<p>Do you feel you had the resources and support necessary to do your job? If not, what was missing?</p>	

Did you have clear goals and know what was expected of you in your job?	
Did you receive adequate feedback about your performance when carrying out tasks?	
<p>Terms & Conditions</p> <p>How satisfied were you with the overall terms & conditions and work environment?</p>	
<p>Safeguarding</p> <p>Are there any security/ safeguarding issues we should be aware of?</p>	

Note

The interview would normally be held face to face, in a private room, away from the usual immediate workplace. If this is not possible the exit interview could be conducted by telephone, if your employee is agrees to this.

Before the interview begins, clarify why exit interviews are held and that any information attained on the employee is treated with the utmost confidence and would only be used to establish trends or to improving current working practices across the organisation.

Acknowledge Receipt of resignation template

[date]

Dear *[name of employee]*

Further to *[Line Manager's]* letter of *[date]* we confirm that your employment with *[name of employer]*, as *[job title]* will terminate on *[date]*.

As discussed, we will meet for an exit meeting on *[date]*.

We confirm that you are requested to return any parish property, including IT equipment, key your identity card etc to *[name of contact]* on your final day.

We will arrange for your final salary and unused holiday entitlement of *[enter number of days]* to be paid to you in your final payslip. Please note that any unused leave from the previous year should be used in advance of your leaving date and will not be paid.

We will also inform the *[pensions provider]* of your leaving date and they will then contact you to advise you on your pension options.

We would like to take this opportunity to thank you for your service and commitment to *[name of parish]*.

Yours sincerely.

[on behalf of the PCC]

[cc to Incumbent]

Providing a Reference template

[Insert name]

[Insert address]

[Insert date]

Dear *[insert name]*

I refer to your reference request of *[insert date]* concerning our *[former]* employee *[insert name of former employee]* and I am pleased to confirm the following information:

[Insert name] was employed by *[insert name of Parish]* in the capacity of *[insert job title]* from *[insert date employment commenced to date employment ended]*. *[His/her]* employment ended by reason of *[insert reason, e.g. resignation, redundancy as a result of re-organisation, mutual agreement]*.

[Insert name]'s duties included the following responsibilities *[insert key responsibilities of job duties from Job Description]*.

[Insert any other comments that are fair and accurate and provide an objective and balanced view of the employee's performance during their employment].

Yours sincerely

[on behalf of the PCC]