

ST MARK'S CHURCH

STAFF HANDBOOK

The following terms and conditions of employment are generally applicable to all Employees. Any variation to accommodate personal circumstances will be confirmed in writing. This Handbook is part of your contract of employment.

1. **ALTERATIONS TO CONDITIONS OF EMPLOYMENT**

- 1.1. The contents of this Handbook may be altered from time to time either through business needs or to comply with Government legislation. Any such alteration will be notified to you individually one month prior to implementation and will amend your Contract of Employment.

2. **HOURS OF WORK**

- 2.1. You are required to work such hours as may be thought necessary by the Vicar but all time you are asked to work in excess of 35 hours in any one week will be regarded as overtime. The standard working week is five working days. You are entitled to a rest period of at least eleven consecutive hours between each day (twelve hours for employees less than eighteen years of age). Each standard working day consists of seven working hours and one rest break of at least twenty minutes in any six-hour period of work (thirty minutes for any four and a half hour period of work for employees under the age of eighteen). The working day for an Employee aged 16 or 17 will not exceed eight hours. Rest breaks are to be taken at a time convenient to the Vicar.
- 2.2. Each week you are entitled to an uninterrupted rest break of at least twenty-four hours (forty eight hours of which at least thirty six hours are consecutive for employees under the age of eighteen). The average working hours per working week when calculated over any twelve-week period excluding periods of absence for holiday sickness maternity leave adoption leave and paternity leave will not exceed forty-eight hours (forty hours in any week for an Employee aged 16 or 17). Working time is all periods of time when you are required to work by the Vicar and for which you receive payment. Rest breaks are not working time and do not form part of your hours of work.
- 2.3. You are employed at Calder Rise, Brickhill, Bedford, MK41 7UY or such other place in the United Kingdom that the Vicar may from time to time require. Should this necessitate overnight accommodation then this will be at the Church's expense but such requirement shall not exceed 21 nights in any one calendar year.
- 2.4. The Statement of Terms and Conditions of Employment given to every Employee gives details of the hours of work applicable to you.

3. **OVERTIME**

3.1. It is a condition of employment that you work such overtime as may be necessary because of staff shortage/sickness or general business needs. You will be paid for overtime on the following basis: -

3.1.1. All overtime worked will be paid at the normal hourly rate.

3.1.2. The hourly rate of payment is calculated at 1/1820 of annual salary for full-time staff or pro rata for part-time staff.

3.2. The rest break may not be worked or regarded as overtime.

3.3. No overtime will be worked without the prior approval of the Vicar.

3.4. All overtime worked will be counted as working time.

4. **HOLIDAY ENTITLEMENT**

4.1. The holiday year runs from 1 January to 31 December.

4.2. You will normally be expected to take no more than ten working days holiday at one time (pro rata for part time staff). This arrangement may be varied only with the written consent of the Vicar.

4.3. The dates of all holidays must be agreed with the Vicar in advance. No holiday may be taken in either the last two weeks of December or the first two weeks of January other than statutory or public holidays.

4.3.1. The minimum period of notice from you to the Church for holiday is four calendar weeks given in writing to the Vicar.

4.3.2. The Vicar may refuse consent to leave on giving you at least two calendar weeks written notice commencing from the date the Church received the request for leave from you.

4.3.3. The above periods of notice may be waived by mutual written agreement.

4.4. Holiday entitlement must be taken in the holiday year that it is earned. No holiday entitlement may be carried forward into another holiday year without the prior written permission of the Vicar. No payment in lieu of holiday entitlement not taken will be made except on termination of employment (see Section 4.7 following).

4.5. Calculation of holiday entitlement is as follows: -

4.5.1. **Year of Joining**

You will receive one fifty-second of the holiday entitlement with pay for every complete calendar week of continuous service from the start of your employment

up to the end of the holiday year.

- 4.5.2. **First Complete Holiday year and Thereafter** Basic holiday is 28 working days inclusive of all bank customary public and statutory holidays.
- 4.5.3. **On Termination of Employment** One fifty-second of the holiday entitlement with pay for each completed calendar week of continuous service in the current holiday year. From this will be taken the holiday already received and a pro rata salary adjustment made for any difference (see Sections 4.7. and 4.8.).
- 4.5.4. **Part-time Staff** The holiday entitlement for part-time staff is calculated in the same way as for full-time staff but is in direct proportion to the time worked by the part-time employee to that worked by full-time employees. Where the time worked by the Employee is irregular then it is agreed that the time worked for the calculation of holiday entitlement shall be the average of time worked over the previous twelve weeks (see also Section 4.8.8).
- 4.6. For all Employees paid holiday may be taken in advance of it actually having been earned. However where Employees leave before the end of the holiday year then it is agreed any excess holiday granted will be deducted from final pay (see Sections 4.7 and 4.8).
- 4.7. On termination of employment you will receive: -
- 4.7.1. Salary pay for one fifty-second of your holiday entitlement for each completed week of service in the current holiday year see Section 4.5.3 and
- 4.7.2. From this will be deducted salary in respect of holiday taken and if the amount already received is greater than the entitlement then a pro rata deduction from the normal monthly salary will be made.
- 4.7.3. It is further agreed that without any loss of statutory entitlements Employees who do not give the Church due notice in accordance with Section 7.1 will forfeit any and all outstanding contractual holiday pay in lieu of notice not given.
- 4.8. General information: -
- 4.8.1. The number of day's holiday granted and the amount of holiday pay received will be entered on the salary records

- 4.8.2. Payment for all holidays will be at the normal current rate. A day's holiday pay will be equivalent of 1/260 of the basic annual salary.
- 4.8.3. Absence or short time working of less than one month's duration caused by certified sickness or industrial accident will not be deducted from the period of service when calculating the contractual holiday entitlement.
- 4.8.4. Where Employees are entitled to a fraction of a day's holiday pay or holiday then the amount of the holiday pay given will be to the nearest half-day above that fraction. Time off will be to the nearest whole day above or below that fraction.
- 4.8.5. Subject always to the Employee receiving the statutory minimum by way of holiday entitlement there is no entitlement to contractual holiday pay or contractual sick pay during any period where maternity leave adoption leave paternity leave or parental leave is taken or when Statutory Maternity Pay Statutory Adoption Pay or Statutory Paternity Pay may be claimed or (except at the sole discretion of the Vicar) to accrue contractual holiday with pay when absent from work for more than one month unless the absence is in respect of Ordinary Maternity Leave or Ordinary Adoption Leave.
 - 4.8.5.1. The calculation of contractual holiday pay lost as a consequence of the above will be that fraction of the normal holiday entitlement as the total number days absence has to 260. Any fraction of a day's holiday will be rounded down to the nearest whole day.
- 4.8.6. Payment of holiday pay shall be made as part of the normal monthly salary payment
- 4.8.7. The holiday pay entitlement forms part of the Employee's remuneration
- 4.8.8. A day's holiday is deemed to be your absence from work on holiday leave for the whole of any day when you would normally have worked irrespective of the number of hours you are contracted to work on that day.
- 4.9. It is specifically agreed that in the event of an error in the calculation of holiday pay this will be remedied by way of a deduction to wages or salary to correct any overpayment and by addition to wages or salary to correct any underpayment.
- 4.10. Statutory and Customary and Public Holidays (including Bank Holidays) are defined as follows: -
 - 4.10.1. New Year's Day Good Friday Easter Monday May Day Spring Bank Holiday Summer Bank Holiday Christmas Day Boxing Day and Holidays declared by the Queen shall be observed as statutory and customary holidays.
 - 4.10.2. It is agreed that whenever a bank customary or statutory holiday falls on one of your normal working days then you are required to work on that day unless you have requested and been granted one or more days holiday (see

4.3 above) or the Vicar has given notice that you are to take one or more days holiday (see 4.12 below).

- 4.11. Unless permission was granted in advance or in the opinion of the Vicar the circumstances justify mitigation the Employee who is not available for work during the whole of both of the single working days immediately preceding the holiday and immediately following the holiday will be dealt with severely through the disciplinary procedure and such unauthorised absence will ordinarily be viewed as gross misconduct.
- 4.12. The Employee is required to take leave on such date or dates specified by the Vicar in a written notice stating such dates delivered to the Employee not less than four calendar weeks in advance of the earliest date specified in the notice. Subject always to the Vicar being empowered to issue written notice at any time requiring the Employee to take leave on any Bank Customary Public or Statutory Holiday as defined in Section 4.10 above such notice may not be issued by the Vicar until the expiry of the sixth calendar month in the holiday year.

5. **SICK PAY AND INDUSTRIAL INJURY ALLOWANCE**

- 5.1.1. You do not qualify for sick pay other than Statutory Sick Pay and this will at all times reflect and be in line with current legislation in force from time to time
- 5.2. Payment of sick pay is subject to the Vicar being satisfied that the absence was warranted. This may be established by documentation (see Section 5.7) and where thought appropriate at an interview when you return to work. Payment may be made before this documentation is received or this interview is conducted at the discretion of the Vicar and it is agreed that such payment may be recovered by deduction from salary if the absence is subsequently deemed to be unwarranted. If you are dissatisfied with any decision regarding Contractual Sick Pay you may invoke the grievance procedure. In respect of statutory sick pay, you are able to refer unresolved disputes to an Insurance Officer at the Inland Revenue for judgement using the National Insurance Appeals Procedure.
 - 5.2.1. Fraudulent claims for sickness benefit will be dealt with severely through the disciplinary procedure and would ordinarily be viewed as gross misconduct.
- 5.3. The days upon which you are contractually required to work are the "qualifying days" in respect of Statutory Sick Pay payments. This will include holiday periods.
- 5.4. A sickness allowance in excess of the above contractual arrangements may be given at the sole discretion of the Vicar. Any payment made as a consequence of absence arising from an accident that is the subject of litigation for damages is a loan repayable in the event that damages are paid to the Employee.

- 5.5. Absence through illness must be notified to the Church as soon as possible by telephone on the first day of absence. Normally notification of absence should be given to the Vicar or in his absence the person designated by him. The reason for absence must be stated and the likely date of return to work. Evidence of incapacity must be produced on return to work or by the third day of absence (see Section 5.7).
- 5.6. To claim sick pay benefits a self-certification statement of illness similar to a Sickness Benefit Claim Form (SC2) available from all DSS local offices and most doctors' surgeries or a medical certificate must be sent to the Vicar on or before the third day of absence and you may be required to attend an interview on return to work (see Section 5.2). On the eighth day of absence and thereafter as necessary a National Insurance Medical Certificate or other medical certificate must be produced.
- 5.7. The sick pay entitlement is determined from the date that employment commenced and is restricted to those benefits accrued up to and including the first day of the current absence from the office. To qualify for any increase in sick pay entitlement as a consequence of length of service you must have returned to work with medical permission and supported by a final certificate if the period of absence has been in excess of seven days prior to any subsequent sickness. The same payments as for sickness will be made if you are absent through industrial injury less the appropriate amount of Industrial Injury Benefit receivable. A medical certificate must support any claim.
- 5.8. Payment for all sick pay will be at the normal current basic rate.
- 5.8.1. A day's sick pay will be equivalent to 1/260 of the basic annual salary.
- 5.8.2. No salary will be payable for Waiting Days and a one day deduction will be made from your normal monthly salary for each Waiting Day during the month. Such deductions will be made from the salary for the month in which the Waiting Day occurs where practicable or from the subsequent month's salary in all other instances.
- 5.8.3. A day's deduction from salary for Waiting Days will be equivalent to 1/260 of the basic annual salary, pro-rata for part-time staff.
- 5.9. All staff are essential to the efficient operation of the Church's business and it may not be possible for a position to remain open for a prolonged absence notwithstanding that entitlement to sick pay has not been exhausted.

6. **ABSENCE OTHER THAN FOR CERTIFIED PERSONAL SICKNESS**

- 6.1. The leave granted for bereavement will depend on individual circumstances. Paid leave of absence will normally only be allowed for the death of Husband Wife Mother Father Brother Sister Child Mother-in-law Father-in-law Brother-in-law or Sister-in-law. The length of this leave will be at the Vicar's discretion.

- 6.2. Sickness of a dependant may qualify for paid leave of absence at the discretion of the Vicar.
- 6.3. When you have more than one year's service then you are entitled to two days special paid leave when getting married.
- 6.4. You can have reasonable unpaid leave of absence to attend to a family emergency subject to you notifying the Church of the reason(s) for this absence and its expected duration at the earliest possible opportunity.
 - 6.4.1. A family emergency is when you need to take time off work to deal with one of the following: -
 - 6.4.1.1. To provide assistance when a dependent falls ill gives birth or is injured or assaulted
 - 6.4.1.2. To make arrangements for the provision of care for a dependent who is ill or injured
 - 6.4.1.3. The consequence of the death of a dependent
 - 6.4.1.4. The unexpected disruption or termination of arrangements for the care of a dependent
 - 6.4.1.5. An incident that involves your child that occurs unexpectedly during school hours.
 - 6.4.2. A dependent is defined as a spouse child parent or person who lives in your household (not as tenant lodger or boarder) or anyone who reasonably relies on you for assistance or provision of care when they are ill or injured.
 - 6.4.3. Fraudulent claims for time off to attend to a family emergency will be dealt with severely through the disciplinary procedure and would normally be viewed as gross misconduct.
- 6.5. Employees aged 16 and 17 who have not attained the statutory standard of achievement in training or education shall be entitled to reasonable leave with pay to undertake study or training leading to a relevant qualification. Such leave entitlement will be extended to include the Employee aged 18 providing study or training commenced at 16 or 17 and is still ongoing.
 - 6.5.1. The amount of time off permitted for study will be that which is reasonable in all the circumstances bearing in mind the Employee's requirements for study or training and the circumstances of the Church and the effect of the absence on the Church its members clients other employees and the Church in general. Such leave of absence shall not exceed one day or two half days each week and be taken during the normal working hours.
 - 6.5.2. This leave can only be taken to undertake study or training leading to a

relevant external qualification the attainment of which would contribute towards the statutory level of achievement or enhance the Employee's employment prospects.

- 6.5.3. The entitlement to this leave only applies to Employees who are not in full time secondary or further education.
- 6.6. Fraudulent claims for study leave will be dealt with severely through the disciplinary procedure and would normally be viewed as gross misconduct.
- 6.7. If you are required to attend by order of any Court on Witness or Jury Service the Church will grant you special leave. This will amount to pay for hours spent on service within the hours of the normal working day less such allowances as are paid by the Court. If you are called to attend you should apply in advance for leave to the Vicar and on return must present written evidence as to the time spent at Court and the sum received to qualify for the balance of pay.
- 6.8. Unpaid leave of absence for whatever reason may be granted only at the discretion of the Vicar.
- 6.9. You can have paid leave of absence when pregnant to attend antenatal clinics. Evidence of the appointment (except for the first appointment) must be produced.

7. **TERMINATION OF EMPLOYMENT**

- 7.1. The minimum periods of notice for terminating your employment are as follows: -
 - 7.1.1. From you to the Church one week during the first thirteen weeks of service
 - 7.1.2. Thereafter from you to the Church is four weeks and remains at this throughout the period of your employment
 - 7.1.3. From the Church to you one week during the first thirteen weeks of service
 - 7.1.4. Thereafter notice is four weeks for the first four years of service. After four years service this increases by one week for every complete year of service up to a maximum of twelve weeks after twelve years service.
- 7.2. The period of notice may be waived by mutual written agreement. Payment in lieu of notice may be made at the discretion of the Vicar.
 - 7.2.1. It is specifically agreed that without any loss of statutory entitlements Employees who do not give due notice of termination of employment to the Church in accordance with clause 7.1 above will forfeit any and all outstanding pay and expenses in lieu of notice not given and that is the limit of the loss for this failure to give due notice.

- 7.2.2. It is mutually agreed that for the purpose of this clause a day's pay will be equal to 1/260 of the current annual salary pro-rata for part-time staff.
- 7.3. In the event of gross misconduct you will lose the right to notice of termination of employment.
- 7.4. On termination of employment the final basic salary will be calculated as follows: -
 - 7.4.1. Payment for each contractual working day from the beginning of the year to the date of termination less basic salary payments received during the current year. An adjustment to this figure will be made in respect of holidays (see Section 4.7. and 4.8.).
 - 7.4.2. A day's pay will be equal to 1/260 of the current annual salary pro-rata for part-time staff.
- 7.5. On receipt of notice of termination of employment by either the Church or the Employee for whatever cause or by any means whatsoever it is agreed that the Church may require the employee to be absent from the normal place of employment for all or part of the period of notice but at all times to be available for duties as required by the Church. It is further agreed that during such absence from the normal place of employment the Employee will be paid the normal basic remuneration and that such time unless specifically required to form some task or duty will not be working time.

8. **OBLIGATIONS AND RESTRICTIONS**

- 8.1. It is a condition of employment that all Employees will preserve the confidence of members and the Church both during employment and at all times thereafter.
- 8.2. During your employment you may come into possession of information that is confidential and sensitive to the Church and/or members. Such information must not be used by you or disclosed to any third party without the consent of the Church.
 - 8.2.1. Examples of such confidential information would be names addresses absence from home sensitivities health and welfare.
 - 8.2.2. Examples of confidential information to the Church would include all the above plus personal and private confidences and information.
- 8.3. The examples provided in 8.2.1 and 8.2.2 above are for guidance and do not constitute an exhaustive or exclusive list of confidential information.
- 8.4. During your employment or following termination of your employment for whatever reason for any cause or by any means whatsoever you shall not at any time or for any purpose without the prior consent of the Church use or permit any third party to use the name of the Church in connection with your

own name or any other name in such a way calculated as to suggest a connection with the Church.

- 8.5. During your employment and within one year of termination you shall not approach any person employed by the Church with whom you worked and whose departure from their employment would damage the Church with a view of them terminating their employment for whatever reason.
- 8.6. There is an obligation and a requirement on the Employee to repay to the Church all money that may have been received over and above that to which they are entitled as a consequence of error or mistake or otherwise by the Church notwithstanding the cause of that error or mistake and to repay any loans however called and any money due to the Church by the Employee. It is specifically agreed that such repayment may be by way of deductions from wages or salary.
- 8.7. Should any provision of Section 8 of this agreement or any part of any provision be rendered void or unenforceable then that provision or that part of that provision shall be deleted (or in the case of the period of application be modified as necessary to make it valid) and as far as the context allows all other provisions of this agreement shall be unaffected.
- 8.8. The above conditions form part of the Contract between you and the Church and shall be rigorously observed. Each of the clauses and sub-clauses shall be construed as an entirely separate obligation and the enforceability of any one or more of the clauses or sub-clauses shall not in any way be affected by the unenforceability of any other clause or sub-clause.

9. **PENSION AND LIFE ASSURANCE SCHEME**

- 9.1. You are contracted into the State Pension Scheme.
- 9.2. A Stakeholder Pension underwritten by Scottish Widows is available. For details on Stakeholder Pensions contact the Vicar.
- 9.3. Employees under the age of 18 years are not entitled to a Stakeholder Pension.

10. **DISCIPLINARY PROCEDURE**

- 10.1. This procedure has been drawn up by the Church to meet the statutory requirements of current employment legislation. Its aim is to ensure that disciplinary matters are fairly and promptly investigated and handled justly and consistently in line with the accepted Codes of Practice. Employees with less than thirteen weeks service are not subject to the disciplinary procedure, except where at the Vicar's sole discretion it is considered a suitable course of action (see Sections 10.11 and 12).
- 10.2. After establishing the facts and gathering supporting evidence disciplinary action may be taken against any Employee who fails to meet satisfactory

standards with regard to conduct or job performance including breach of any of the Rules and Regulations as set out in this document or separately displayed at the place of work. You have the right of representation at all stages of the disciplinary and appeals procedure (see Section 10.9) and proceedings, witness statements and records will be retained as confidential information.

10.3. Minor Misconduct or Poor Performance

10.3.1. Minor misconduct or poor performance will be dealt with informally, with concerns brought to the attention of the Employee so that corrective action may be taken. This could involve coaching counselling retraining etc. and may be accompanied by a verbal warning that more formal procedures may be used if there is no improvement that could lead to eventual dismissal. These warnings will not be entered on the Employee's personnel file and do not constitute part of the disciplinary procedure.

10.4. First Written Warning: -

10.4.1. If an Employee's performance does not reach the standard required by the Vicar or if the Employee commits a minor act of misconduct then the Vicar may issue a First Written Warning, which may have been preceded by one or more verbal warnings. This written warning will be entered on the Employee's personnel file and it will be made clear that this is the first stage of the disciplinary procedure.

10.4.2. A disciplinary interview will be held between the Vicar and Employee before a First Written Warning is issued. The Employee will be advised in writing of the reason for the interview prior to it taking place the circumstances that have led to the disciplinary hearing and whenever practicably possible informed of all relevant evidence to be produced.

10.4.3. Prior to and at this interview it will be made clear that further disciplinary action including dismissal may result if there is no improvement in conduct or performance within a specified time.

10.4.4. The Employee will normally receive a written synopsis of the interview and events arising therefrom and be advised of the appeals procedure within three working days and will be informed that the action constitutes a Written Warning and that dismissal may result if there is no improvement in conduct or performance within a specified time. A copy of this letter will be retained on the Employee's personnel file and will remain on file for a period of one year.

10.5. Final Written Warning: -

10.5.1. This will be given in the following circumstances: -

10.5.1.1. If after one First Written Warning the Employee's standard of conduct or performance does not improve or

- 10.5.1.2. As a first stage of the procedure if the Employee's poor performance or misconduct is more serious.
- 10.5.2. A disciplinary interview will be held between the Vicar and the Employee. The Employee will be advised in writing of the reason for the interview prior to it taking place the circumstances that have led to the disciplinary hearing and whenever practicably possible informed of all relevant evidence to be produced.
- 10.5.2.1. Prior to and at this interview it will be made clear that dismissal will result if there is no improvement in conduct or performance within a specified time.
- 10.5.2.2. The Employee will normally receive a written synopsis of the interview and events arising therefrom and be advised of the appeals procedure within three working days and will be informed that the action constitutes a Final Written Warning and that the next stage will be dismissal. A copy of this letter will be retained on the Employee's personnel file and will remain on file for a period of one year.
- 10.5.3. Where the misconduct is so serious as to currently warrant dismissal with or without notice but the Vicar has chosen to issue a final written warning then the Employee may at the sole discretion of the Vicar but with the agreement of the Employee concerned forfeit overtime pay and/or any other staff financial incentive arrangement currently in being (but not basic salary or to an extent that pay falls below the National Minimum Wage) for the current or preceding months or part thereof as an alternative to dismissal. A copy of the final written warning will be entered on the Employee's personnel file and it will be made clear that this is an all encompassing final written warning.
- 10.6. Dismissal: -
- 10.6.1. This is the final stage of the procedure.
- 10.6.2. A disciplinary interview will be held between the Vicar and the Employee. The Employee will be advised in writing of the reason for the interview prior to it taking place the circumstances that have led to the disciplinary hearing and whenever practicably possible informed of all relevant evidence to be produced. The Vicar will normally consult with the President of the Church before the Employee is dismissed.
- 10.6.3. Dismissal will take place if: -
- 10.6.4. The required improvement in performance or conduct which was the subject of a Written Warning or a Final Written Warning is not achieved or
- 10.6.5. Further misconduct occurs after any Written Warning has been given or
- 10.6.6. Gross misconduct occurs which will normally result in summary dismissal

without notice or payment of salary in lieu of notice.

10.7. Appeal: -

10.7.1. Appeal against any aspect of the disciplinary procedure including dismissal is in writing to the Vicar within five working days of notification of the disciplinary decision and shall give reasons for the appeal. Either the Chairman of the Church Council will hear the appeal or another nominated senior officer of the Church not previously involved in the disciplinary process.

10.7.2. An appeal interview will normally be held between the Church and the Employee within five working days and this will be arranged at a time convenient to the Church.

10.7.3. The Employee will normally receive a written synopsis of the meeting and events arising therefrom and will be advised of the Church's decision in respect of the matter or matters raised within three working days. This is the final stage of the appeals procedure.

10.8. Suspension: -

10.8.1. At any stage during this disciplinary procedure the Employee may be suspended by the Vicar with full pay whilst an investigation is conducted. Suspension is not a disciplinary act or action.

10.9. Representation: -

10.9.1. At all stages of the disciplinary procedure the Employee will be given the right and opportunity: -

10.9.1.1. To state their case and

10.9.1.2. To be accompanied by a workplace colleague who is also an employee of the Church or a trade union official. This representative may address the hearing, confer with the Employee during the hearing, but not answer questions on behalf of the Employee.

10.9.1.3. If the representative cannot attend the meeting then the Employee must propose an alternative date and time for the meeting that is reasonable and within six working days of the date of the original meeting.

10.10. Gross misconduct: -

10.10.1. Gross misconduct is any action or failure to take action that in itself warrants dismissal without notice or warning. Some examples include theft fraudulent claims for Statutory Sick Pay misuse of drugs or alcohol abuse of the entitlements for time off to attend to a family emergency abuse of the parental leave entitlements competing against the Church illegal discrimination bullying harassment or breaches of any health and safety

legislation or regulation. This is not an exhaustive or exclusive list of examples.

10.10.2. In exceptional circumstances and in the event that the Vicar considers the Employee guilty of gross misconduct and the Employee is summarily dismissed then the Vicar will write to the Employee within three days and state the alleged misconduct that has led to the dismissal; the reasons for thinking at the time the Employee was guilty of the alleged misconduct; advise the Employee of the appeals procedure and of the right to appeal against dismissal.

10.11. In the event that an Employee's performance or conduct does not meet the required standard or falls below the standard expected during the first thirteen weeks of their employment then Section 10.3 and 10.4 and 10.5 above may at the sole discretion of the Church be waived.

11. **GRIEVANCE PROCEDURE**

11.1. The aim of the grievance procedure is to settle a dispute or grievance in the shortest possible time.

11.2. Any Employee with a grievance or complaint relating to their employment should first raise the matter verbally with the Vicar. Whenever possible the Employee will receive a response within five working days.

11.3. Should the matter remain unresolved then it should be raised in writing with the Vicar within five working days of receiving a decision and give reasons for the grievance. The letter will be copied together with all previous reports correspondence and sent to either the Chairman of the Church Council or another nominated senior officer of the Church not previously been involved in the grievance. The decision will be given in writing.

11.3.1. A grievance interview will normally be held between the Chairman or other nominated officer and the Employee within five working days and this will be arranged at a time convenient to the Church.

11.3.2. The Employee will normally receive a written synopsis of the meeting and events arising therefrom and will be advised of the Church's decision in respect of the matter or matters raised within three working days.

11.4. Appeal: -

11.4.1. Appeal against any aspect of the grievance procedure including dismissal is in writing to the Church within five working days of notification of the Church's decision in respect of the grievance and shall give reasons for the appeal. Whenever possible the appeal will be heard by an Officer of the Church not previously involved in the grievance procedure process within five working days.

11.4.2. A grievance appeal interview will normally be held between the Church and

the Employee within five working days and this will be arranged at a time convenient to the Church.

- 11.4.3. The Employee will normally receive a written synopsis of the meeting and events arising therefrom and will be advised of the Church's decision in respect of the matter or matters raised within three working days. This is the final stage of the appeals procedure.
- 11.5. Should the matter still remain unresolved and it concerns the Statutory Sick Pay Scheme, then the Employee may raise the matter with the Insurance Officer at the Inland Revenue using the National Insurance Appeals Procedure.
- 11.6. An Employee may be represented or accompanied at any stage in this grievance procedure or appeals procedure by a workplace colleague who is also an employee of the Church or a trade union official. This representative may address the hearing, confer with the Employee during the hearing, but not answer questions on behalf of the Employee.

12. **PROBATIONARY SERVICE**

- 12.1. Your appointment is subject to a thirteen-week probationary period. During this period you will be expected to establish your suitability for the post and your progress and proficiency will be monitored. This may be discussed with you at any time during your probationary period. Your employment may be terminated at any time during this period on one weeks notice should your conduct or performance be deemed unsatisfactory.
- 12.2. After thirteen weeks and subject to satisfactory progress reports your appointment with the Church will be confirmed and you will become a permanent member of staff.

13. **INTERVALS AT WHICH REMUNERATION IS PAID**

- 13.1. All Employees are paid at monthly intervals by credit transfer to a bank or building society account. The pay month normally commences on the 1st and finishes on the last day of the month. The day for payment is normally the 25th day of the month. The gross salary payment is one twelfth of the current annual salary.
- 13.2. Whenever the day allotted for the payment of salaries is a weekend or holiday then staff salaries will be paid on the last working day prior to the salary date.
- 13.3. On commencement of employment the initial monthly salary for the Employee will be calculated as follows: -
 - 13.3.1. payment for each contractual working day from the date that the employment started to the end of the year and

- 13.3.2. from this the basic monthly salary payments to be made in the ensuing months of the current year will be deducted.

14. **SALARY REVIEWS**

- 14.1. A merit review of salary may occur at any time of the year. The salary of all Employees is reviewed during the month of April of each year.
- 14.2. Any revision of salary arising from a merit review will take effect from the first day of the month in which the review occurs. The general review of salaries in April will take effect from the first day of the following month.

15. **MATERNITY BENEFITS**

- 15.1. If you have at least twenty-six weeks continuous service ending with the fifteenth week before your expected week of childbirth you are entitled to receive Statutory Maternity Pay irrespective of the number of hours you work. However to qualify for this your average weekly earnings must not be less than the lower earnings limit for National Insurance purposes.
- 15.2. To qualify for Statutory Maternity Pay you must submit a Certificate of Confinement (issued by your doctor or midwife) that confirms the expected date of childbirth have stopped work either wholly or partly because of the pregnancy or childbirth and where practical given at least twenty-eight days notice of absence in writing (see Section 15.4.3).
- 15.3. Statutory Maternity Pay is payable for a maximum of twenty-six weeks. Payment cannot begin earlier than the eleventh week before the expected week of childbirth and will cease on return to work with the Church or on expiry of your entitlement to Ordinary Maternity leave (see Section 15.4.).
- 15.4. You are entitled to maternity leave providing you have submitted to the Church a Certificate of Confinement (issued by your doctor or midwife) by the fifteenth week before the expected date of birth that confirms the pregnancy and the expected week of childbirth and when you wish to commence the maternity leave and if by the eleventh week before the expected week of childbirth you are still pregnant and still contracted to work for the Church. Within twenty-eight days of receipt of any written notice to take maternity leave in accordance with this Section 15 the Church will notify you in writing of the date your maternity leave will end.
- 15.4.1. The Ordinary Maternity Leave is twenty-six weeks.
- 15.4.2. Provided that at the fourteenth week before the expected date of childbirth you have not less than twenty-six weeks of continuous service with the Church the Ordinary Maternity Leave will be extended by a further period of twenty-six weeks. It is mutually agreed that any woman taking maternity leave in accordance with the stated provisions for such leave will take their full entitlement to maternity leave unless or until written notice to the contrary is received.

15.4.3. The maternity leave will commence: -

15.4.3.1. In accordance with the written notice given by you to the Church to comply with Section 15.4 above or any subsequent written notice from you to the Church to vary the date the maternity leave is to begin and delivered not less than twenty-eight days before the start of the maternity leave or

15.4.3.2. As a consequence of any sickness absence after the beginning of the fourth week before the expected week of confinement where such absence is wholly or partly because of the pregnancy or childbirth or

15.4.3.3. Upon birth of your child

15.4.3.4. Whichever event is the earlier and you have notified the Church in writing of the position as soon as is reasonably practicable and the date on which your absence in respect of the reason detailed in 15.4.3.2 or 15.4.3.3 began.

15.5. Subject to the following you have the right to return to work on the expiry of your maternity leave. In addition you have the right to return to work at any time between the end of the second week after the date of childbirth and the end of your entitlement to maternity leave calculated in accordance with the above. If the right to return to work is not exercised then the contract of employment may be terminated on or after any day after the last day of your statutory maternity leave.

15.5.1. In the event that it is not practicable for the Church to continue your employment under the existing contract for reasons of redundancy then there is no right to return to work. In such circumstances you will be subject to the same criteria for redundancy selection as other employees and involved in the same consultation process.

15.5.2. After an isolated period of Ordinary Maternity Leave or two or more periods of statutory leave that do not include any period of Additional Maternity Leave or Additional Adoption Leave or a period of Parental Leave of more than four weeks you are entitled to return to the job in which you were employed before your absence on terms and conditions of service that are no less favourable than those that would have applied had you not been absent and with no loss of seniority or similar rights.

15.5.3. In circumstances not covered by 15.5.2 above you are entitled to return to the job in which you were employed before your absence but in the event that it is not reasonably practicable for the Church to permit you to return to that job to another job which is both suitable and appropriate for you to do in the circumstance on terms and conditions of service that are no less favourable than those that would have applied had you not been absent and with seniority or similar rights as they would be if the period of employment prior to taking the leave was continuous with the employment on your return.

15.6. Should you intend to return to work before the end of your entitlement to

maternity leave you must give at least twenty-eight days notice in writing to the Church of your intention to return to work.

- 15.7. Failure to return to work on expiry of maternity leave will be dealt with severely through the disciplinary procedure and will ordinarily be viewed as gross misconduct that may lead to dismissal.
- 15.8. You are not permitted to work for a period of two weeks commencing from the date of childbirth.
- 15.9. Whilst absent on Ordinary Maternity Leave the provisions of your contract of employment relating to the payment of wages or salary are suspended and your only entitlement to remuneration is to receive Statutory Maternity Pay where applicable (see 15.1 above). All the other terms and conditions of employment are retained.
- 15.10. Whilst absent on Additional Maternity Leave all terms and conditions contained in your contract of employment are suspended with the exception of terms relating to confidence good faith trust and matters included in Sections 1, 7, 8, 10, 11, 15, 16, 17, 18, 19 and 24.
- 15.11. The contractual provisions for maternity benefits will at all times reflect and be in line with current legislation in force from time to time (see Sections 4.8.5 and 6.9).

16. **ADOPTION LEAVE**

- 16.1. Subject to the following you are entitled to Statutory Adoption Leave and Statutory Adoption Pay.
 - 16.1.1. You are still employed by the Church and: -
 - 16.1.1.1. You are adopting a child or subject to Section 16.1.3 you are adopting a child jointly with your partner or spouse.
 - 16.1.1.2. You have twenty-six weeks of continuous service with the Church ending with the week in which you were notified of having been matched with a child.
 - 16.1.1.3. You have notified the agency that the child should be placed with you on the date of placement.
 - 16.1.1.4. You provide evidence in the form of one or more documents issued by an adoption agency within the United Kingdom approved by the Government that matched you with the child that states the name and address of the agency and the name and address of the child and the date you were notified you had been matched with the child and the date the agency expect to place the child with you.

- 16.1.2. There is no entitlement to Statutory Adoption Leave or Statutory Adoption Pay where you are the foster-parents or step-parents of the child to be adopted.
- 16.1.3. When you adopt a child jointly with your partner or spouse then only one of you is entitled to Statutory Adoption Leave and Statutory Adoption Pay whether or not your partner or spouse is an employee of the Church.
- 16.1.4. Your entitlement to adoption leave is not affected by the placement for adoption of more than one child as part of the same arrangement.
- 16.2. To qualify for Statutory Adoption Pay you must comply with 16.1 above and:-
 - 16.2.1. Your average weekly earnings must not be less than the lower earnings limit for National Insurance purposes and
 - 16.2.2. You qualify for Ordinary Adoption Leave (see Section 16.4 below) and
 - 16.2.3. Have stopped work either wholly or partly because of the adoption.
- 16.3. Statutory Adoption Pay is payable for a maximum of twenty-six weeks. Payment will begin when you commence your Statutory Adoption Leave and cease on the earlier of either: -
 - 16.3.1. Your return to work
 - 16.3.2. On expiry of your entitlement to Ordinary Adoption Leave.
- 16.4. To qualify for Statutory Adoption Leave you must comply with 16.1 above and where practicable have given seven days written notice to the Church that you have been matched with a child and of the date you have chosen as the date that Statutory Adoption Leave shall begin or gave written notice as soon as it was practicable to do so. Within twenty-eight days of receipt of your notice to take adoption leave in accordance with this clause the Church will notify you in writing of the date your adoption leave will end.
 - 16.4.1. The Ordinary Adoption Leave is twenty-six weeks.
 - 16.4.2. The Ordinary Adoption Leave will be extended by a further period of twenty-six weeks providing that the child is placed with you for adoption and you have taken your Ordinary Adoption Leave.
 - 16.4.3. It is mutually agreed that any employee taking adoption leave in accordance with the stated provisions for such leave will take their full entitlement to adoption leave unless or until written notice to the contrary is received.
- 16.5. Your Statutory Adoption Leave will begin and end as follows: -

- 16.5.1. Your Ordinary Adoption Leave will commence on the date specified in your notice to the Church or in the situation where you have chosen to begin your Statutory Adoption Leave with the placement of the child and you are at work on that day the day immediately following the placement of the child.
- 16.5.2. Your Additional Adoption Leave will be a continuance of your absence from work on Ordinary Adoption Leave.
- 16.5.3. Your Ordinary Adoption Leave and Additional Adoption Leave where applicable will conclude with the earlier of the following: -
 - 16.5.3.1. Immediately with the termination of your employment for whatever reason or
 - 16.5.3.2. In the case of Ordinary Adoption Leave after twenty-six weeks from the commencement of Adoption Leave and in the case of Additional Adoption Leave fifty-two weeks from the commencement of Adoption Leave or
 - 16.5.3.3. Eight weeks following either: -
 - 16.5.3.3.1. The death of the child or
 - 16.5.3.3.2. You are notified that the placement will not be made or
 - 16.5.3.3.3. The child is returned to the adoption agency in accordance with statutory arrangements that are in force from time to time.
- 16.6. Subject to the following you have the right to return to work on the expiry of your Adoption Leave. In addition you have the right to return to work at any time during your entitlement to Adoption Leave calculated in accordance with the above. If the right to return to work is not exercised then the contract of employment may be terminated on or any day after the last day of your statutory Adoption Leave.
 - 16.6.1. In the event that it is not practicable for the Church to continue your employment under the existing contract for reasons of redundancy then there is no right to return to work. In such circumstances you will be subject to the same criteria for redundancy selection as other employees and involved in the same consultation process.
 - 16.6.2. After an isolated period of Ordinary Adoption Leave or two or more periods of statutory leave that do not include any period of Additional Maternity Leave or Additional Adoption Leave or a period of Parental Leave of more than four weeks you are entitled to return to the job in which you were employed before your absence on terms and conditions of service that are no less favourable than those that would have applied had you not been absent and with no loss of seniority or similar rights.
 - 16.6.3. In circumstances not covered by 16.6.2 above you are entitled to return to the job in which you were employed before your absence but in the event that it

is not reasonably practicable for the Church to permit you to return to that job to another job which is both suitable and appropriate for you to do in the circumstance on terms and conditions of service that are no less favourable than those that would have applied had you not been absent and with seniority or similar rights as they would be if the period of employment prior to taking the leave was continuous with the employment on your return.

- 16.7. Should you intend to return to work before the end of your entitlement to adoption leave you give at least twenty-eight days notice in writing to the Church of your intention to return to work.
- 16.8. Failure to return to work on expiry of adoption leave will be dealt with severely through the disciplinary procedure and will ordinarily be viewed as gross misconduct that may lead to dismissal.
- 16.9. Whilst absent on Ordinary Adoption Leave the provisions of your contract of employment relating to the payment of wages or salary are suspended and your only entitlement to remuneration is to receive Statutory Adoption Pay where applicable (see 16.1. above). All the other terms and conditions of employment are retained.
- 16.10. Whilst absent on Additional Adoption Leave all terms and conditions contained in your contract of employment are suspended with the exception of terms relating to confidence good faith trust and matters included in Sections 1, 7, 8, 10, 11, 15, 16, 17, 18, 19 and 24.
- 16.11. The contractual provisions for adoption benefits will at all times reflect and be in line with current legislation in force from time to time (see Section 4.8.5).

17. **PATERNITY LEAVE**

- 17.1. Subject to the following you are entitled to Statutory Paternity Leave and Statutory Paternity Pay.
 - 17.1.1. You are still employed by the Church and you have or expect to have the main responsibility (apart from any responsibility of the mother or adopter) for the upbringing of the child (or would have but for the fact that the child was stillborn after twenty-four weeks of pregnancy or has died or in the case of adoption the child's placement with the adopter has ended) and: -
 - 17.1.1.1. In respect of the birth of a child you are: -
 - 17.1.1.1.1. The father of the child or either married to or the partner of the mother (or would have been but for the death of the mother) if not the father of the child and
 - 17.1.1.1.2. Have at least twenty-six weeks continuous service ending with the fourteenth week before the expected week of child's birth and

- 17.1.1.1.3. You provide evidence of the expected date of the child's birth.
- 17.1.1.1.4. Your entitlement to paternity leave is not affected by the birth or expected birth of more than one child as a result of the same pregnancy.
- 17.1.1.2. In respect of the adoption of a child you are: -
 - 17.1.1.2.1. Either married to or are the partner of the adopter (or would have been but for the death of the adopter) or you have adopted the child jointly with your partner or spouse and regardless of gender you have elected to take Statutory Paternity Leave and
 - 17.1.1.2.2. You have twenty-six weeks of continuous service with the Church ending with the week in which the adopter (or you in the case of joint adoption) was notified of having been matched with a child and
 - 17.1.1.2.3. You provide evidence of the date on which the adopter was notified of having been matched with the child and the date on which the child is expected to be placed with the adopter.
 - 17.1.1.2.4. Your entitlement to paternity leave is not affected by the placement for adoption of more than one child as part of the same arrangement.
- 17.1.2. You provide a signed declaration to the effect that the reason for the absence from work will be for the purpose stated above and confirming your family commitment.
- 17.2. To qualify for Statutory Paternity Pay you must comply with 17.1 above and:-
 - 17.2.1. Your average weekly earnings must not be less than the lower earnings limit for National Insurance purposes and
 - 17.2.2. You qualify for Statutory Paternity Leave (see Section 17.4 below) and
 - 17.2.3. Have stopped work either wholly or partly because of the birth or adoption of the child.
- 17.3. Statutory Paternity Pay is payable for a maximum of two weeks. Payment will begin when you commence your Statutory Paternity Leave and cease on the earlier of either: -
 - 17.3.1. Your return to work
 - 17.3.2. On expiry of your entitlement to Statutory Paternity Leave.
- 17.4. To qualify for Statutory Paternity Leave you must comply with 17.1 above and: -
 - 17.4.1. When the intention is to take leave in respect of the birth of a child: -

17.4.1.1. Where reasonably practicable have given written notice to the Church on or before the fifteenth week of the child's expected date of birth that states the date on which the leave is to begin (which can be the date of birth of the child) and the duration of the leave or gave such written notice as soon as it was reasonably practicable to do so.

17.4.1.2. In the event that the child has not been born as at the date chosen by you for the start of your paternity leave then you must vary the date on which the leave is to start. Paternity leave cannot start before the birth of the child.

17.4.1.3. The date on which the leave is to begin may be varied provided that you give the Church at least twenty-eight days written notice of the variation before the date on which the leave was to commence or where this is not reasonably practicable as soon as reasonably practicable. This notice must state the new date on which your leave will begin.

17.4.1.4. You must notify the Church in writing of the date of birth of the child as soon as reasonably practicable following the birth of the child.

17.4.2. When the intention is to take leave in respect of the adoption of a child: -

17.4.2.1. Where reasonably practicable have within seven days of being matched with a child given written notice to the Church that the adopter (or you in the case of joint adoption) had been matched with a child and of the date you have chosen as the date that Statutory Paternity Leave is to begin and the duration of the leave or gave such written notice to the Church as soon as it was reasonably practicable to do so.

17.4.2.2. In the event that the child has not been placed with the adopter as at the date chosen by you for the start of your paternity leave then you must vary the date on which the leave is to start. Paternity leave cannot start before the child is placed.

17.4.2.3. The date on which the leave is to begin may be varied provided that you give the Church at least twenty-eight days written notice of the variation before the date on which the leave was to commence or where this is not reasonably practicable as soon as reasonably practicable. This notice must state the new date on which your leave will begin.

17.4.2.4. You must notify the Church in writing of the date the child was placed with the adopter as soon as reasonably practicable following the placement of the child.

17.4.3. The Statutory Paternity Leave is a maximum of two weeks.

17.4.3.1. Statutory Paternity Leave consists of a single period of absence. You may take either two consecutive weeks leave or you may chose to take just a single week.

- 17.5. Your Statutory Paternity Leave will begin and end as follows: -
- 17.5.1. Your Statutory Paternity Leave will commence on the date specified in your notice to the Church or in the situation where you have chosen to begin your Statutory Paternity Leave with the birth or placement of the child and you are at work on that day the day immediately following the birth or placement of the child.
- 17.5.2. Your Statutory Paternity Leave will conclude with the earlier of the following:-
- 17.5.2.1. Immediately with the termination of your employment for whatever reason or
- 17.5.2.2. Within fifty-six days of the child's date of birth or placement or in the case of premature birth within fifty-six days of the first day of the expected week of the child's birth.
- 17.6. Subject to the following you have the right to return to work on the expiry of your Statutory Paternity Leave. If the right to return to work is not exercised then the contract of employment may be terminated on or any day after the last day of your Statutory Paternity Leave.
- 17.6.1. In the event that it is not practicable for the Church to continue your employment under the existing contract for reasons of redundancy then there is no right to return to work. In such circumstances you will be subject to the same criteria for redundancy selection as other employees and involved in the same consultation process.
- 17.6.2. After an isolated period of Statutory Paternity Leave or two or more periods of statutory leave that do not include any period of Additional Maternity Leave or Additional Adoption Leave or a period of Parental Leave of more than four weeks then you are entitled to return to the job in which you were employed before your absence on terms and conditions of service that are no less favourable than those that would have applied had you not been absent and with no loss of seniority or similar rights.
- 17.6.3. In circumstances not covered by 17.6.2 above you are entitled to return to the job in which you were employed before your absence but in the event that it is not reasonably practicable for the Church to permit you to return to that job to another job which is both suitable and appropriate for you to do in the circumstance on terms and conditions of service that are no less favourable than those that would have applied had you not been absent and with seniority or similar rights as they would be if the period of employment prior to taking the leave was continuous with the employment on your return.
- 17.7. Failure to return to work on expiry of paternity leave will be dealt with severely through the disciplinary procedure and will ordinarily be viewed as gross misconduct that may lead to dismissal.

17.8. Whilst absent on Statutory Paternity Leave the provisions of your contract of employment relating to the payment of wages or salary are suspended and your only entitlement to remuneration is to receive Statutory Paternity Pay where applicable (see 17.1. above). All the other terms and conditions of employment are retained.

17.9. The contractual provisions for paternity benefits will at all times reflect and be in line with current legislation in force from time to time (see Section 4.8.5).

18. **FLEXIBLE WORKING**

18.1. If you have at least twenty-six weeks of continuous service with the Church you qualify for the statutory right to apply to the Church for a change to your terms and conditions of employment and to have this application considered seriously. The contractual provisions for flexible working will at all times reflect and be in line with current legislation in force from time to time.

18.2. You are entitled to apply for flexible working providing you have submitted to the Church evidence to substantiate your responsibility for a child and eligibility for this right. Such evidence must establish the following: -

18.2.1. Your responsibility or expected responsibility for the child and

18.2.2. The child's date of birth and

18.2.3. Where the right to request flexible working is dependent upon the child's entitlement to disability living allowance the child's entitlement to that allowance.

18.3. Any change to your terms and conditions of employment must be agreed in advance with the Church.

18.3.1. There is no obligation on the Church to agree your request for a change to your terms and conditions of employment. The request may be refused for one or more of the following reasons: -

18.3.1.1. The burden of additional costs

18.3.1.2. Detrimental effect on the Church's ability to meet member client or customer demand

18.3.1.3. Inability to reorganise work amongst existing staff

18.3.1.4. Inability to recruit additional staff

18.3.1.5. Detrimental impact upon quality or performance

18.3.1.6. Insufficiency of work during the periods that you propose to work

- 18.3.1.7.Planned structural changes.
- 18.3.2. The right to apply for flexible working does place an obligation on the Church to give the request serious consideration.
- 18.4. Subject always to the following you are entitled to submit a written application to the Church for a change to your terms and conditions of employment.
 - 18.4.1. You must be responsible for a child because: -
 - 18.4.1.1.The child has been adopted by you in accordance with relevant legislation or you will have such responsibility on the date of placement or
 - 18.4.1.2.You are either the natural mother or the natural father of the child and you have the parental responsibility for the child or will have such responsibility on the birth of the child or
 - 18.4.1.3.You have been appointed the guardian of the child under Section 5 of the Children Act 1989 or Section 7 or 11 of the Children (Scotland) Act 1995 or will have such responsibility or
 - 18.4.1.4.You are the foster parent for the child within the meaning of Regulation 2(1) of the Fostering Services Regulations 2002 or Regulation 2(1) of the Fostering of Children (Scotland) Regulations 1996 or will have such responsibility or
 - 18.4.1.5.You are the spouse or partner (whether of the same or different sex) to any person so described in this Section 18.4.1
 - 18.4.2. The child meets one of the following criteria: -
 - 18.4.2.1.Is less than six years of age fourteen days before a written application is submitted to the Church or
 - 18.4.2.2.Is less than eighteen years of age fourteen days before a written application is submitted to the Church and is entitled to a disability living allowance.
 - 18.4.3. You have twenty-six weeks of continuous service with the Church.
 - 18.4.4. The application to the Church to vary your terms and conditions of employment must clearly state: -
 - 18.4.4.1.That it is such an application and be dated and signed and
 - 18.4.4.2.Whether any previous application has been made to vary your terms and conditions of employment and if so when and

- 18.4.4.3. That the purpose of your application to vary your terms and conditions of employment is to enable you to care for a child that meets the criteria detailed in Section 18.4.2 above and
- 18.4.4.4. The effect you think your request will have on the Church and how in your opinion such effect could be addressed and
- 18.4.4.5. The change applied for and the date on which the proposed change should become effective. The requested change may relate to: -
- 18.4.4.5.1. The hours you are required to work and/or
- 18.4.4.5.2. The times when you are required to work and/or
- 18.4.4.5.3. Where you are required to work.
- 18.4.5. You have not made a previous application to the Church under the provisions of this Section 18 within the last twelve months to vary your terms and conditions of employment.
- 18.4.6. This application shall be treated as being retracted by you and in respect of Sections 18.4.6.2 and 18.4.6.3 below confirmed in writing by the Church as being retracted in the event that: -
- 18.4.6.1. You notify the Church that you wish to withdraw the application or
- 18.4.6.2. On more than one occasion you fail to attend any of the meetings called to consider the application as detailed later in this Section 18 or
- 18.4.6.3. Without reasonable cause you fail to provide the Church with the information required in order for the Church to assess whether the variation to your terms and conditions of employment should be agreed.
- 18.5. On receipt of your application to vary the terms and conditions of your employment the Church will: -
- 18.5.1. Subject always to the following meet with you within twenty-eight days after the date on which the application is made to discuss your request for flexible working: -
- 18.5.1.1. Where the individual who would normally consider your application is absent from work on annual leave or on sick leave the meeting will be held within twenty-eight days of their return to work or fifty six days of the date of your application whichever is the earlier.
- 18.5.1.2. There will be no meeting in the event that the Church agrees your request to vary the terms and conditions of your employment and notifies you in writing of this decision stating the variation agreed and the date on which it is to take effect. Such notice will change your contract of employment.

- 18.5.2. Within fourteen days advise you of the outcome of the meeting (see Section 18.5.1 above).
- 18.5.2.1. The notice advising you the outcome of the meeting will be in writing and be dated.
- 18.5.2.2. Where the decision of the Church is to agree your request to vary the terms and conditions of your employment the notice will state the variation agreed and the date on which it is to take effect.
- 18.5.2.3. Where the decision of the Church is to refuse your request to vary the terms and conditions of your employment the notice will state the grounds for refusal specified in Section 18.3.1 above together with sufficient explanation as to why those grounds apply in relation to your request and set out the appeals procedure to be followed.
- 18.6. Subject always to the following you may appeal the decision of the Church to your request for a change to your terms and conditions of employment.
- 18.6.1. The appeal must be submitted within fourteen days of the date on the notice advising you of the decision of the Church
- 18.6.2. The appeal must be in writing and set out the grounds of your appeal. It must also be dated.
- 18.7. On receipt of your appeal against the decision not to vary the terms and conditions of your employment in accordance with your request the Church will: -
- 18.7.1. Subject always to the following meet with you within fourteen days after the date on which the appeal is made to discuss the grounds of your appeal: -
- 18.7.1.1. There will be no meeting in the event that the Church agrees your request to vary the terms and conditions of your employment and notifies you in writing of this decision stating the variation agreed and the date on which it is to take effect. Such notice will change your contract of employment.
- 18.7.2. Within fourteen days advise you of the outcome of the meeting (see Section 18.7.1 above).
- 18.7.2.1. The notice advising you the outcome of the meeting will be in writing and be dated.
- 18.7.2.2. Where the decision of the Church is to uphold your appeal to have the terms and conditions of your employment varied the notice will state the variation agreed and the date on which it is to take effect.
- 18.7.3. Where the decision of the Church is to refuse your request to vary the terms and conditions of your employment the notice will state the grounds for

refusal specified in Section 18.3.1 above together with sufficient explanation as to why those grounds apply in relation to your request.

18.8. A workplace colleague or representative of your choice who is also an employee of the Church may accompany you at any stage in the above procedure. This person may address the hearing, confer with you during the hearing, but not answer questions on your behalf. This companion will be permitted time off during working hours to attend the meetings detailed within this Section 18.

18.9. All meetings shall be held at a time and date convenient to the Church and to the Employee.

18.9.1. If your appointed companion (see Section 18.8 above) will not be available at the time proposed for a meeting the Church will postpone the meeting to a date and time that is: -

18.9.1.1. Convenient to the Church you and your companion and

18.9.1.2. Within eight days of the date of the original meeting.

18.10. The Church and the Employee may mutually agree to extend the time periods within this Section 18 subject always to: -

18.10.1. The agreement being dated and recorded in writing by the Church and sent to the Employee and

18.10.2. The written agreement specifies what period the extension relates to and the date on which the extension is to end.

19. **PARENTAL LEAVE**

19.1. If you have at least one year's continuous service with the Church you qualify for statutory parental leave. The contractual provisions for parental leave will at all times reflect and be in line with current legislation in force from time to time.

19.2. You are entitled to parental leave providing you have submitted to the Church evidence to substantiate your responsibility for a child and eligibility for leave. Such evidence must establish the following: -

19.2.1. Your responsibility or expected responsibility for the child and

19.2.2. The child's date of birth and in the case of an adopted child the date on which the placement began and

19.2.3. Where parental leave is dependent upon the child's entitlement to disability living allowance the child's entitlement to that allowance.

19.3. All parental leave must be agreed in advance with the Church.

- 19.3.1. Where you are the father of the child and you want the leave to commence with the birth of the child then you are required to provide the Church with written notice of your intent that: -
 - 19.3.1.1. Specifies the expected week of childbirth and the number of weeks to be taken in of the period of leave and
 - 19.3.1.2. Is given to the Church at least twenty-one days before the expected week of childbirth.
- 19.3.2. Where you intend to adopt a child and you want the leave to commence with the date of placement then you are required to provide the Church with written notice of your intent that: -
 - 19.3.2.1. Specifies the expected week of placement and the number of weeks to be taken in the period of leave and
 - 19.3.2.2. Is given to the Church at least twenty-one days before the beginning of the week of placement or if that is not reasonably practicable as soon as possible.
- 19.3.3. In all other circumstances you are required to provide the Church with written notice of your intent that: -
 - 19.3.3.1. Specifies the dates on which the period of leave is to begin and end and
 - 19.3.3.2. Is given to the Church at least twenty-one days before the beginning of the parental leave.
- 19.4. If the Vicar considers that the business may be unduly disrupted by you taking parental leave then the Vicar may postpone the date of your parental leave providing that: -
 - 19.4.1. Written notice of postponement is given to you within seven days of receipt of the notice from you requesting parental leave. Such notice from the Vicar will: -
 - 19.4.1.1. State the reason for the postponement and
 - 19.4.1.2. Specify the dates on which the period of postponed leave will begin and end.
 - 19.4.2. The postponed leave is of the same duration as the period shown in your notice requesting the leave.
 - 19.4.3. The period of postponement does not exceed six months.
 - 19.4.4. The parental leave requested by you is NOT intended to begin on a date that the child is born or in the case of an adopted child the date of the placement.
- 19.5. Subject always to the following you are entitled to a total of thirteen weeks

(eighteen weeks for a child in receipt of a disability living allowance) unpaid leave in respect of each child for whom you are responsible.

19.5.1. You must be responsible for the child because: -

19.5.1.1. The child has been adopted by you in accordance with relevant legislation or you will have such responsibility on the date of placement or

19.5.1.2. You are either the natural mother or the natural father of the child and you have the parental responsibility for the child or will have such responsibility on the birth of the child.

19.5.2. The child meets one of the following criteria: -

19.5.2.1. Is less than five years of age or

19.5.2.2. Is less than eighteen years of age and is entitled to a disability living allowance

19.5.2.3. Is less than eighteen years of age and adopted by you within the last five years.

19.5.2.4. Would have met one of the criteria detailed in this Section 19.5.2 had the leave not been postponed by the Vicar in accordance with Section 19.4 above.

19.5.3. You have one year of continuous service with the Church.

19.6. Parental leave entitlement is subject to the following conditions per eligible child: -

19.6.1. You may not take more than four weeks parental leave a year.

19.6.2. You may not take parental leave in periods of less than one week unless the child is in receipt of a disability living allowance.

19.6.3. You have not taken more than thirteen weeks (eighteen weeks for a child in receipt of a disability living allowance) parental leave in respect of the child with either the Church and/or with a previous employer.

19.7. General Information

19.7.1. A week for the purposes of parental leave is the period of time you normally work each week. Where the time worked each week varies then a week will be the total time worked in a year divided by 52.

19.7.2. Whenever parental leave is taken in periods of less than a week because the child is in receipt of a disability living allowance then a weeks leave will be deemed to have been taken when the aggregate of the leave taken constitutes a week as defined in 19.7.1.

19.7.3. A year for the purposes of parental leave is: -

19.7.3.1. The twelve month period starting with the date from which you first became entitled to parental leave for the child in question and every successive twelve month period thereafter or

19.7.3.2. For employees who would have been entitled to parental leave but for Section 19.5.3 above, the twelve month period starting on the first anniversary of the commencement of their employment and every successive twelve month period thereafter.

19.7.4. On return from parental leave your right to re-employment is as follows:-

19.7.4.1. Where the period of absence was four weeks or less you are entitled to the same job on the same terms as the job in which you were employed before you started the parental leave.

19.7.4.2. If for any reason the parental leave with additional maternity leave when applicable or additional adoption leave when applicable was for more than four weeks you are entitled where reasonably practicable to the same job on the same terms as the job in which you were employed before you started the leave but where this is not practicable you are entitled to another job which is both suitable and appropriate for you to do.

19.7.5. Whilst absent on parental leave all terms and conditions contained in your contract of employment are suspended with the exception of terms relating to confidence good faith trust and matters included within Sections 1, 7, 8, 10, 11, 15, 16, 17, 18, 19 and 24.

19.7.6. Unless permission was granted in advance or in the opinion of the Vicar the circumstances justify mitigation the Employee who is not available for work during the whole of both working days immediately preceding the parental leave and immediately following the parental leave will be dealt with severely through the disciplinary procedure and such unauthorised absence will ordinarily be viewed as gross misconduct (see also Section 4.8.5).

19.7.7. Fraudulent claims for parental leave will be dealt with severely through the disciplinary procedure and would normally be viewed as gross misconduct.

20. **NORMAL RETIREMENT AGE**

20.1. All Employees will retire on their 65th birthday.

20.2. Employees have the option of electing to retire at any age after their 60th birthday on giving four weeks notice in writing of their intention to the Vicar.

20.3. Employees are strongly advised to make suitable and adequate provision in respect of their pension arrangements several years before their retirement.

For information on Stakeholder pensions see Section 9.

21. **HEALTH AND SAFETY AT WORK**

- 21.1. The Church attaches the highest importance to the health safety and welfare of all staff members at work and through the Vicar accepts responsibility for taking all reasonable steps to ensure that the business of the Church is conducted in such a manner as to exclude any undue risks to staff or visitors. The Vicar is responsible for ensuring that there is a healthy and safe working environment and he welcomes observations and suggestions on this or any related matter.
- 21.2. The Church will insofar as is reasonably practicable endeavour to maintain a working environment which ensures the health safety and welfare of all persons affected by equipment premises and processes under its control and in particular to: -
 - 21.2.1. Provide and maintain equipment and systems of work which are safe and without risk to health;
 - 21.2.2. Make arrangements so far as is reasonably practicable for ensuring the safe use handling storage and transport of “articles and substances” which are inherently or potentially dangerous;
 - 21.2.3. Assess and limit the risks to health caused by all substances used at the Church’s premises and to inform the relevant Employees of the results of this assessment and the nature of the risk;
 - 21.2.4. Monitor on a regular basis the risks to health caused by substances and systems of work used at the premises. This monitoring will be done as an ongoing process;
 - 21.2.5. Provide comprehensive information instruction training and supervision to ensure as far as is reasonably practicable the health safety and welfare at work of every Employee and visitor;
 - 21.2.6. Maintain the work place in a condition that is safe and without risk to health and the provision of safe means of access to and egress from the work place;
 - 21.2.7. Provide and maintain a safe and healthy working environment with adequate welfare facilities and arrangements; and
 - 21.2.8. Monitor and ensure compliance with all relevant statutes.
- 21.3. It is also the duty of every Employee to:
 - 21.3.1. Conduct themselves in a safe and healthy way so as not to expose risk to themselves or any other Employee or visitor to the premises; and
 - 21.3.2. To co-operate with the Church in every way so as to enable the Church to

discharge its duties under the Health and Safety at Work etc. Act 1974.

22. **WELFARE**

- 22.1. Should you have any problems or difficulties whether or not they involve your duties with the Church then you may contact the Vicar for help and advice. These enquiries will be attended to in the strictest confidence and will not affect your future with the Church.

23. **BULLYING AND HARASSMENT**

- 23.1. The Church will insofar as is reasonably practicable endeavour to ensure that there is no bullying or harassment of or by any person for whom the Church is responsible. It is the duty of all employees to bring any and all instances of bullying or harassment to the attention of the Vicar.
- 23.2. The Church will address complaints of bullying or harassment in a discreet and confidential manner in accordance with the grievance procedure (see Section 11) and/or disciplinary procedure (see Section 10) as appropriate. Bullying and harassment will be dealt with severely and will normally be regarded as gross misconduct.

24. **REDUNDANCY AND SHORT-TIME WORKING**

- 24.1. In the event of work shortages or other circumstances beyond the control of the Church that prevents normal working the Church reserves the right to lay-off staff or impose short-time working to meet these circumstances. Payment during these periods will be at the discretion of the Church but will not be less than the amount provided by any law currently in force.

25. **RULES AND REGULATIONS**

- 25.1. The main rules and regulations are set out below and form part of your employment contract.

25.1.1. RIGHT OF SEARCH

The Church reserves the right to search any Employee and their possessions at any time whilst on the Church's property with due propriety being observed at all times.

25.1.2. CHANGE OF NAME OR ADDRESS, ETC.

The Church keeps personnel records in respect of every Employee. In order that these records are accurate and up to date the Vicar must be notified of any change in name address next of kin dependants court orders bankruptcy arrangements with creditors etc.

25.1.3. PERSONAL CORRESPONDENCE

Employees should not have personal correspondence addressed c/o the Church. It is specifically agreed that all correspondence received will be opened. The Church cannot accept responsibility for such letters or packets opened in error.

25.1.4. PERSONAL TELEPHONE CALLS

Personal telephone calls are not allowed unless they are of an urgent nature and are authorised by the Vicar. It is specifically agreed that telephone calls may be monitored or recorded by the Church.

Whilst driving a vehicle for or on behalf of the Church you are not permitted to use a mobile telephone for any reason unless the telephone is used in conjunction with a hands free car kit permanently wired into the vehicle.

25.1.5. CHURCH PROPERTY

The unauthorised use borrowing or taking away from the premises of any articles that are the property of the Church is not permitted.

All Church property whether owned rented leased or licensed must be kept in proper condition and free from wilful damage. Any noticed fault defect or damage to Church property should be reported as soon as possible.

25.1.6. BETTING GAMBLING EATING DRINKING SMOKING

Betting and gambling on Church premises is strictly forbidden.

No Employee may be intoxicated or under the influence of alcohol or drugs during working hours or whilst overtime is being worked. The consumption of liquor on Church premises is only permitted on specific social occasions with the prior approval of the Vicar.

All areas within the Church are designated as no smoking areas. Smoking is strictly forbidden.

25.1.7. PUNCTUALITY

Employees are expected to be at their places of work at or shortly before their official starting time. Any Employee arriving late at the office or returning late from lunch must report this fact on arrival. Time may be required to be made up at the discretion of the Vicar.

25.1.8. DRUGS

The possession or taking of non-prescribed illegal substances by Employees is strictly forbidden.

25.1.9. ADDITIONAL EMPLOYMENT

Employees are required to devote their whole-time service to the Church and must not take up any additional appointment or engage in any other business without the prior express consent of the Vicar. Any and all additional employment must be reported to the Vicar.

25.1.10. DISCRIMINATION

Discrimination against any person on the grounds of disability ethnic origin gender race religion (or belief) sex or sexual orientation is strictly forbidden. Any direct, indirect or unintentional indirect discrimination will normally be viewed as gross misconduct.

25.1.11. GENERAL DISPOSITION

All Employees are expected to be clean neat and tidy in appearance; to be of a generally cheerful disposition to dress in a sensible manner suited to or required by the business and to co-operate liaise and work with other colleagues.

25.1.12. ABSENCE FROM WORK

Employees wishing to be absent from work to attend a doctor dentist optician etc. must first obtain permission from the Vicar.

Members of staff having half-day off in the morning are expected at work by 13.30 hours. Staff having the afternoon off may leave at 12.30 hours.

25.1.13. HEALTH AND SAFETY

All rules and regulations regarding health and safety matters must be observed and any accidents injury or sickness that occurs at work must be reported to the Vicar. Attention is drawn to the Health and Safety Policy Statement printed in this handbook (Section 21).

In the event of a fire leave the premises by the most direct clear route and assemble immediately at the designated assembly point.

Where you have any reason to believe that your judgement may be impaired or impeded by an ailment or its treatment or any other cause then you must bring this to the attention of the Vicar.

25.1.14. BULLYING AND HARASSMENT

Bullying of staff or any other person is strictly forbidden. Actions and gestures whether physical or mental intended or designed to intimidate or oppress another person will be regarded as bullying.

The harassment beleaguerment humiliation persecution threatening and/or tormenting of or unwanted conduct towards staff clients or any other person is strictly forbidden and will normally be regarded as gross misconduct.

25.1.15. DATA PROTECTION

Under the Data Protection Act 1998 and related legislation individuals as well as the Church can face prosecution for the unauthorised use and disclosure of personal data held on a computer, word processor or manually held (hand written) and contained within a relevant filing system. Where member details are held in a card filing system this Act applies.

Therefore, if you are required to access personal data you should be sure that you have the authority to alter, consult, disclose, and/or process that data and information. If you are in any doubt ask the Vicar for advice.

25.1.16. EMAIL, FAX AND INTERNET

Misuse of email and fax facilities, or the downloading of inappropriate or illegal material from the Internet is not permitted. In serious cases involving material of a defamatory, libellous, obscene, offensive, racist or sexist nature the matter will be regarded as gross misconduct.

Employees are advised that the Church monitors email circulated internally and sent and received externally and use of the Internet. Both the use of the Internet and email may be monitored and recorded. The Church reserves the right to access any Employee's email at any time for its legitimate purposes. By signing this contract you will be deemed to have consented to the monitoring of your email and Internet use and to the Church holding personal data for monitoring purposes.

Sending personal email is prohibited and a failure to comply will be dealt with severely and may be regarded as gross misconduct.

25.1.17. COMPUTER PROGRAMS

Computer programs must not be downloaded from the Internet or copied from any media without the specific written authority of the Vicar. A computer program is any file designed to run on a computer and some non-exclusive examples include screen savers computer games freeware and shareware programs.

The use of Church equipment to download, run or use computer programs that have not been specifically authorised in writing by the Vicar is prohibited and will normally be viewed as gross misconduct.

- 25.2. Failure to observe any of the above Rules and Regulations will render you liable to disciplinary action as indicated in the Disciplinary Procedure.

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