

# **DIOCESE OF RIPON AND LEEDS**

## **EMPLOYING LAY STAFF**

### **A GUIDE FOR PARISHES**

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# DIOCESE OF RIPON AND LEEDS

## EMPLOYING LAY STAFF

### A GUIDE FOR PARISHES

We are pleased to commend to your attention this document, *Employing Lay Staff, A Guide for Parishes*. It sets out very clearly the steps that a Parish needs to take in considering the employment of lay people. It covers such issues as recruitment, compiling a job description and person specification, interviewing, drawing up a contract, and setting out terms and conditions. It is intended as a guide for Parishes in their planning and will answer many of the questions a Parish will have about the very complex and always changing area of employment and the law. Although it looks a long read, it is well indexed and clearly laid out and there are useful templates for various documents in the appendices. It will be of particular interest to Parishes employing organists, administrators, caretakers and cleaners, pastoral workers and youth workers. It is not applicable to the appointment of clergy.

Further advice can be obtained from the archdeacons, or the diocesan office. We believe that the information it contains will help us all to share best practice in the employment of those who make a very significant contribution to the mission of the whole church.

Peter Burrows

Janet Henderson

Archdeacon of Leeds

Archdeacon of Richmond

# DIOCESE OF RIPON AND LEEDS

## EMPLOYING LAY STAFF

### A GUIDE FOR PARISHES

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# **DIOCESE OF RIPON AND LEEDS**

## **EMPLOYING LAY STAFF**

### **A GUIDE FOR PARISHES**

#### **AN INTRODUCTION TO THIS GUIDE**

This Guide is intended as a basis on which Parishes can base their employment practices. It is not intended to be a definitive guide to employment law nor an answer to all employment related matters. Parishes are advised to seek further advice on specific issues where necessary, and indeed should be aware that employment policies and procedures need to be continually updated. The Diocese of Ripon and Leeds intends to update the Guide periodically but normally once per year. Employment law can, however, sometimes change more frequently and Parishes are advised to be aware of this.

The Guide is intended for use by Parishes in their employment of lay staff such as administrators, cleaners, organists, secretaries or pastoral lay workers. It is not intended as a guide relevant to the employment or status of clergy. The guide seeks to incorporate current best practice.

Parishes are welcome to contact the Diocesan Secretary if they wish for further assistance in relation to employment law. Specific information about salary scales and on pensions is available from the Diocesan Secretary.

The Diocese has worked with Wrigleys Solicitors LLP to compile this Guide. In future, any Parish which has a specific employment query could instruct Wrigleys on its own behalf. Please note that any reference to solicitors may incur legal fees for which a Parish would be solely responsible.

Wrigleys has a department dedicated to working with charities and social economy clients, and provides a full service to them including having an employment team. In the first instance, if you wish to consult Wrigleys queries should be addressed to Chris Billington on 0113 244 6100 or at [chris.billington@wrigleys.co.uk](mailto:chris.billington@wrigleys.co.uk).

The Diocese is providing this Guide to Parishes for reference purposes only. It is the responsibility of each Parish to ensure that the use of the whole or any part of this Guide is appropriate in all the circumstances relevant to the Parish. The Appendices include a number of examples and you will need to make any changes necessary to fit your particular circumstances.

# DIOCESE OF RIPON AND LEEDS

## EMPLOYING LAY STAFF

### A GUIDE FOR PARISHES

#### SUMMARY

This summary outlines key issues in employing lay staff by Parishes. It is the responsibility of each Parish entering into an employment relationship to ensure that they satisfy all relevant legal requirements and standards.

Further detail can be obtained from the Guide to Employing Lay Staff which is available in hard copy by contacting the Diocesan Secretary or via the website at [www.riponleeds.anglican.org.uk](http://www.riponleeds.anglican.org.uk).

Alternatively, Parishes may like to obtain legal assistance. If a Parish wishes, it could instruct Wrigleys Solicitors LLP (based in Leeds) in relation to specific queries. Contact details can be found in the Guide. The Diocese has worked with Wrigleys to produce the Guide.

#### **1. Recruitment**

To ensure a comprehensive recruitment process, it is suggested that best practice for each Parish is to follow the following checklist:

1. Draw up Job Description and Specification.
2. Form Recruitment Panel.
3. Advertise.
4. Short List.
5. Interview.
6. Post-Interview - Rejection/Success Letters.
7. Issue Contract of Employment.
8. Issue Staff Policies and complete Induction.

More details on each section can be found in the Guide.

Please note that very rarely will there be "genuine occupational requirement" in employment law terms for an individual to be a practising member of the Church of England or sympathetic to its doctrines. While the clergy must be representative of their faith, it is not usually necessary for lay staff or others employed within the Parish to be so. Therefore, this should not be stated as a requirement during any stage of the recruitment process.

## **2. Staff Handbook**

The Guide includes a suggested form of Staff Handbook which each Parish might like to adopt or use as a basis for producing their own. It is recommended that legal advice should be sought if a Parish wishes to prepare or use its own Staff Handbook (or any other employment documentation).

All staff handbooks, as a minimum, should include information on:

1. Family friendly policies (Maternity, Paternity, Adoption, Parental, Time Off for Dependents, Flexible Working, etc).
2. Office Procedures (Use of email, internet, expenses, dress, training, harassment, development and appraisal).
3. Equal Opportunities.
4. Discipline and Grievance Procedures.
5. Employee Benefits (holiday, pension, sickness).
6. Termination of Employment, including Retirement.

If a Parish wishes to adopt the entire Staff Handbook or a particular policy (for example, the Equal Opportunities Policy or the Harassment Policy) then this should be considered at a meeting of the Parish and, if adopted, recorded in the minutes of the meeting.

Where a Parish adopts the Staff Handbook as set out in the Guide it should ensure that it completes the key definitions relevant to the Parish.

## **3. Miscellaneous**

Other areas covered by the Guide include:

1. Volunteers.
2. Recruitment and Induction.

## **4. Appendix**

Also reproduced in the Guide are various sample documents for use in employment relationships - mainly in relation to the recruitment stages. You will need to make changes necessary to fit your particular circumstances.

# DIOCESE OF RIPON AND LEEDS

## EMPLOYING LAY STAFF

### A GUIDE FOR PARISHES

#### Section 1 - Introduction to Employing Key Staff

The Diocese, and the Church of England in general, aims to be a good employer, treating all staff, job applicants etc equally and fairly. Good practice is, therefore, to ensure that all stages of the employment are thought out in advance, including budgets, timetables, supervision, benefits and that appropriate documentation is used before, during and after employment. Examples of some basic documents are given in the Appendices where referred to within the main body of the Guide.

#### Recruitment

##### 1. Job Description and Person Specification

###### 1.1 General

Every post requires specific skills and experience. Employers must recruit on the basis of the need to acquire those skills and experience for that post, rather than on the basis of personal preference, direct or indirect discrimination or other factors not directly relevant to the post in question.

It is important for Parishes to remember that very rarely will there be a "genuine occupational requirement" in employment law terms for an individual to be a practising member of the Church of England or sympathetic to its doctrines. While the clergy must be representative of their faith, it is not usually necessary for lay staff or others employed within the Parish to be so.

###### 1.2 Points to Consider

For each post, it is necessary to consider:

- 1.2.1 What function is that post to provide, i.e. what work will the employee do?
- 1.2.2 Who will offer support and/or line manage the employee?
- 1.2.3 Where will the place of work be?
- 1.2.4 What equipment may need to be provided?
- 1.2.5 Are there any health and safety or insurance implications?

- 1.2.6 Budgets - which should include consideration of salary, national insurance contributions, pension payments, equipment and place of work costs, expenses, training and contingency (including a need for an allowance for a redundancy payment)

## 2. Timetable

### 2.1 Form Recruitment Panel

This should include the relevant line manager and be a minimum of three and a maximum of five individuals who are available throughout the process, as far as possible. The panel should be chosen with care to include someone who knows what the job will entail and someone who is familiar with the recruitment process and policies of the Parish. Training may be required for those taking part, including in matters such as equal opportunities.

### 2.2 Draw up a Job Description (**Appendix A.1**) and Person Specification (**Appendix A.2**).

### 2.3 Draw up draft timetable to issue adverts, send out application forms, draw up a short list from applications, and write to prospective interviewees, interview dates, responding to interviewees post interview, (second interview), job offer letter (**Appendix A.8**). Take account of possible notice periods (to end their current employment) before any successful person could take up post.

### 2.4 Ensure systems are in place to receive, process and respond to any applications and enquiries.

### 2.5 Ensure the whole recruitment, selection and appointment process is in line with current employment legislation. The panel may wish to have access to the Diocesan Secretary, Wrigleys Solicitors LLP or to appoint its own advisor or consultant to provide assistance.

## 3. Job Advertisement (**Appendix A.3**)

### 3.1 If possible, circulate to internal staff prior to placing the advert externally. Allow time and resources to deal with this process. There is no legal obligation to appoint internally to any vacancy but considering the suitability of existing staff is good practice.

### 3.2 Consider the wording of your advert and where it is placed. These must be dealt with carefully so as not to breach discrimination laws, particularly thinking about indirect discrimination possibilities. Do not, for example, only advertise in a women's magazine for a cleaner as this is likely to mean men will not see it. Do not just advertise in the Parish magazine as this will not reach those who do not read it. Placing of adverts should also reflect the local community and potential workforce if possible.

#### **4. Job Description (*Appendix A.1/A.2*)**

A job description and person specification for each post should be produced which makes a distinction between those skills which are essential and those which are merely desirable together with a list of required qualifications, where that is appropriate. The distinction between "essential" and "desirable" must be clear to minimise the risk of indirect discrimination.

Where references are required, the job description and person specification should be issued to the referee plus a self addressed envelope.

#### **5. Job Application (*Appendix A.4*)**

Applicants should be asked to complete a standard application form - this cuts down the risk of individuals providing unnecessary information, or that on which a claim for discrimination could be based.

#### **6. Short list**

Ensure all applicants are treated fairly and equally. A shortlist should be drawn up on the basis of skills and experience appropriate for the post and not on the basis of personal preference or a personal knowledge of a candidate. In short listing applicants you must seek to identify where an applicant fully meets, only partially meets or fails to meet the essential and desirable skills set out in the job description and person specification.

#### **7. Interviews**

The Recruitment Panel should consist of between three to five individuals, one of whom should be the intended line manager for the post for which the interviews are being held.

When making decisions on the shortlist and conducting interviews, the Recruitment Panel must not make decisions based on personal preference but solely on the basis of the Job Description and Person Specification and on the skills needed for the post in question.

Prior to interview all short listed candidates should receive written notice inviting them to interview covering key information (*Appendix A.6* - Invitation to Interview Letter).

Remember it may be necessary to make special arrangements to accommodate the needs of any particular applicant e.g. a ground floor room to take account of any mobility impairment, more time at interview for any mental impairment, interpreter for anyone whose first language is not English (for example sign language).

The Recruitment Panel should appoint a chairperson for the purposes of conducting the interviews.

The same questions in the same format should, as far as possible, be asked of each candidate. With these, and any follow-up questions, the panel should avoid

personal questions about age, childcare, sexuality, gender, disability, race, religion and marital status.

It is permissible to ask each candidate whether they know of any restrictions which would prohibit them from working in the advertised post, for example matters which may be disclosed through a Criminal Record Bureau check. It is not permissible to ask selected candidates whether they are illegal workers. Be consistent. All applicants can be asked to confirm that they are able to take up any offer of employment; this includes that they are not subject to any restrictions which may apply because of their existing work as well as their entitlement to work in the UK..

Note - In anticipation of the introduction of the Government's new Vetting and Barring Scheme during 2009, references in this document to a Criminal Records Bureau Disclosure shall be taken to include any and all checks required by that Scheme pursuant to The Safeguarding Vulnerable Groups Act 2006, and references to the Criminal Records Bureau shall be taken to include the Independent Safeguarding Authority.

The key issue to be determined is whether the candidate can do the job as advertised. All interviews must be carried out confidentially. One of the panel should be delegated to take notes.

Questions should not be asked which could be deemed discriminatory - either direct or indirect. Sufficient notes of each interview should be taken and kept for a period of up to six months depending upon whether there is any subsequent challenge to the recruitment procedure used.

## **8. Post Interview (*Appendix A.5/A.8 - Unsuccessful Interview Letter/Job Offer Letter*)**

All candidates should receive a letter post-interview, either stating that they have been successful or not. Remember you do not have to appoint if you feel you do not have a suitable candidate.

It should be made clear that all jobs are dependent, as necessary, on:

- 8.1** Satisfactory completion of a Criminal Records Bureau check if necessary;
- 8.2** There being no restriction on the individuals right to work, including any relevant visa and permits;
- 8.3** Receipt of satisfactory references (*Appendix A.7 - Reference Request Form*);
- 8.4** any other checks, which may include checking any qualifications or any and all checks required under the Vetting and Barring Scheme pursuant to The Safeguarding Vulnerable Groups Act 2006, which is expected to commence during 2009.

# DIOCESE OF RIPON AND LEEDS

## EMPLOYING LAY STAFF

### A GUIDE FOR PARISHES

#### **Section 2 - Contract of Employment**

All employees are entitled to be issued with a Statement of the Particulars of their employment within 2 months of commencement of their employment in line with the requirements of s1 of the Employment Rights Act 1996. This may or may not be in addition to a contract of employment. However, it may be more practical to issue just the one document (within 2 months of the commencement of employment date) which satisfies s1 Employment Rights Act but is also a contract of employment (**Appendix B.1** - Statement of Terms and Conditions of Employment).

Any variation or amendment to a Contract of Employment must be carried out in accordance with the contract and any statutory requirements. In any event, any amendment or variation should be agreed in writing. (**Appendix B.2** - Variation/Amendment to a Contract of Employment).

# DIOCESE OF RIPON AND LEEDS

## EMPLOYING LAY STAFF

### A GUIDE FOR PARISHES

#### Section 3 - Equal Opportunities Policy

We aim to treat all job applicants and employees fairly and equally, regardless of their sex, trans-gender status, sexual orientation, religion or belief, marital status, civil partnership status, age, race, colour, nationality, national origins, ethnic origin or disability (which we refer to in this policy as the "prohibited grounds").

With the support of this policy, any procedures we may introduce pursuant to it and the support, training and development of managers and staff, we aim to do all that we reasonably can to promote good practice in this area in order to reduce the likelihood of discrimination, victimisation or harassment occurring.

#### Procedure

1. We aim to be an equal opportunity employer. Please note that if the Parish wishes to adopt this policy, the Parish should discuss and minute adopting equal opportunities as an objective. Equal opportunity is about good employment practices and efficient use of our most valuable asset, our workers. Every manager and every worker has personal responsibility for the implementation of this policy. Any instance of doubt about the application of the policy, or other questions, should be addressed to a **nominated person**, the person responsible within the Parish (e.g. Church Warden, Chair of PCC, Incumbent) as appropriate and as nominated by each Parish, as should any requests for training or other measures to raise awareness of equal opportunities.
2. We shall not discriminate on any prohibited grounds except where this may be justified in all the circumstances and in accordance with our statutory obligations.
3. This policy applies to the process of recruitment and selection, promotion, training, conditions of work, pay and benefits and to every other aspect of employment, including general treatment at work and the processes involved in the termination of employment.
4. This policy applies to job applicants (both internal and external) and all workers whether full time, part time, casual, temporary, seasonal or contract. This policy also applies to the treatment of our customers/clients and suppliers.
5. All staff are urged to take note that the imposition of any provision, criterion or practice which has a disproportionate adverse impact on someone on prohibited

grounds will be unlawful unless it can be justified on grounds of the organisation's needs. (By way of example a requirement to speak or write English to a standard of fluency would discriminate indirectly against many people on the basis of their nationality or some disability.) In the event of any query or doubt, **the nominated person** should be consulted.

6. Any member of staff (including job applicants) who is disabled or who becomes disabled at any time they may be working for us (or applying for work) should inform us about their disability. We will wish to discuss what “reasonable adjustments” to a job or working conditions or environment might assist in the performance of any duties. All workers are encouraged to suggest any adjustments that they believe would be helpful to them or to others, whether or not this may arise in relation to any disability. Careful consideration will be given to any suggestions. There may, however, be circumstances where it will not be reasonable or reasonably practicable for us to accommodate any adjustments or suggestions which are put forward.
7. Anyone may use the complaints (or grievance) procedure (or the Whistleblowing procedure) to raise any concern about discriminatory conduct (whether that conduct is directed at them or at some other person). If the matter relates to a prohibited ground, then the complaint may be raised directly with **the nominated person**. We wish to encourage any concerns about such conduct to be identified at the earliest opportunity and wish to ensure that staff feel comfortable about raising such complaints. No individual will be penalised for raising such a complaint unless the substance of the complaint is untrue (not simply mistaken - genuine mistakes will not be punished) or the complaint is made in bad faith, for example out of malice.
8. Where an employee is falsely accused of discriminatory conduct, then they may implement the organisation's grievance procedure which may lead to disciplinary action taken in relation to the false accusation. A false accusation may be deemed to constitute gross misconduct and may result in summary dismissal.

# **DIOCESE OF RIPON AND LEEDS**

## **EMPLOYING LAY STAFF**

### **A GUIDE FOR PARISHES**

#### **Section 4 - Induction**

Each Parish is encouraged to implement an induction procedure for all new staff. This aims to introduce a new employee to their workplace, colleagues and the policies and procedures (employment as well as administrative) of the Parish.

# DIOCESE OF RIPON AND LEEDS

## EMPLOYING LAY STAFF

### A GUIDE FOR PARISHES

#### Section 5 - Staff Handbook

The Staff Handbook may be adopted in its entirety by a Parish as its own policy document, or used as a basis for drawing up their own Staff Handbook.

Throughout the Handbook, the phrase "**the nominated person**" is repeatedly used. Each Parish must nominate and record who is an appropriate person whether this is the Chair of the Parochial Church Council, a Church Warden, the Incumbent or another. You should ensure that the reference is correct in each instance and that this is properly communicated to your staff.

Parishes who use the whole or part of this guide must also ensure that where square brackets appear or alternative wording is given, these sections are not left blank or unclear.

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- 4.4 Women expecting their baby to be born on or after 5 October 2008 are entitled to new rights during Additional Maternity Leave; the same non-pay contractual rights as exist in OML. For those women already on maternity leave, where their baby was born before 5 October 2008 the only [contractual rights](#) which continue are notice periods, right to [redundancy pay](#), the procedures for grievances or [disciplinary hearings](#) and any terms which prohibit the employee from working for competing organisations or disclosing confidential information. All other contractual rights and benefits including pensions and paid holidays may be suspended (although employees may continue to receive statutory annual leave entitlement).
- 4.5 All women who have at least 26 week's service at the relevant time (see below) will be entitled to Statutory Maternity Pay payable for up to a maximum of 26 weeks. Other women may be entitled to Maternity Allowance.
- 4.6 All women have the right to return to work after either Ordinary Maternity Leave or Additional Maternity Leave subject to their following the correct notification procedures as set out below. All women also have the right to take time off for ante-natal care.

These rights are set out in further detail below.

#### ***Time off for Ante-Natal Care***

- 4.7 Once you have established that you are pregnant, you may take time off to attend an ante-natal appointment as advised by your doctor, registered midwife or registered health visitor.
- 4.8 You must produce to the Parish a certificate (known as Form MAT B1) from one of the above, stating that you are pregnant and giving the expected date of confinement. You should also produce evidence of the ante-natal classes that you are expected to attend, such as an appointment card.
- 4.9 Please try and give your immediate manager as much notice as possible of your appointments and wherever possible try to arrange them as near to the start or end of the day as possible.
- 4.10 You will receive full pay for the time off for such care and for reasonable time for travelling to and from such classes.

#### ***Who Qualifies for Statutory Maternity Pay and How Much Will You Receive?***

- 4.11 You will automatically qualify for Statutory Maternity Pay (SMP) if you are pregnant and have been employed by the Parish for 26 consecutive weeks by the 15<sup>th</sup> week before the week in which you expect your baby. If you meet these requirements you will be entitled to receive SMP whether or not you intend to return to work and even if, for whatever reason, your employment ends after you have met the necessary requirements.
- 4.12 If you are eligible, the earliest you may claim SMP is from the 11<sup>th</sup> week before the week in which you expect your baby (unless your baby is born

prematurely where SMP will be paid from the day after birth). Thereafter, you will receive 6 week's pay at 90% of your normal week's pay and up to a further 33 weeks pay at whichever is the lower of the standard SMP rate in line with current statutory requirements or 90% of your average weekly earnings.

**4.13** SMP is treated as earnings and is therefore subject to PAYE and NI deductions.

**4.14** In order to qualify for SMP you must give the Parish the correct notifications.

#### ***Notice***

**4.15** You are required to give at least 28 day's notice in writing of when you want your SMP to start. You must also give medical evidence of your Expected Week of Childbirth (EWC). Maternity Certificate MAT B1 can be used for this purpose.

**4.16** Should you decide not to return to the Parish's service, but take up other paid employment after the birth of your baby or during any period you are in receipt of SMP, or should you leave the European Union (EU) (this doesn't include temporary absence such as a holiday and looks at whether you have decided to live elsewhere), it is your duty to advise the Parish, who will cease to pay any further SMP from the Saturday before the week in which you commence your other duties or go outside the EU.

**4.17** It is very important that you work up to the 15<sup>th</sup> week before the week in which you expect your baby. If you do not, you will lose your rights to SMP, unless you are certified as incapable for work. Your maternity leave will start automatically if you are off work for any reason to do with your pregnancy from the fourth week before the week in which you expect your baby.

#### ***Maternity Leave - Who Qualifies?***

**4.18** All female employees have the statutory right to take up to 52 weeks Maternity Leave, regardless of their length of service or hours of work.

**4.19** During Maternity Leave your employment contract will continue and this means that you have the right to return to work during or at the end of your maternity leave period (see below). This will also mean that during maternity leave all your contractual benefits will continue to accrue although you will not be paid your salary. Your salary will be replaced by SMP if you are eligible (see above).

**4.20** In order to ensure that you qualify for Maternity Leave it is important that you follow the required notification procedures set out below.

#### ***How do I take Maternity Leave?***

#### ***Notice***

**4.21** You are required to follow a notification procedure in order to take any Maternity Leave. If you fail to give proper or any notice, the Parish will

regard this as a disciplinary matter and the usual disciplinary sanctions for misconduct will apply, where appropriate.

- 4.22** All women will begin their leave with the 26 week Ordinary Maternity Leave period. They may then take Additional Maternity Leave immediately following on from the Ordinary Leave period. There is no requirement that an employee giving notice of her intention to take Ordinary Maternity Leave should state that she also wishes to take Additional Maternity Leave at the end of her Ordinary Maternity Leave period. It is presumed that she will take additional maternity leave if she is entitled to it, but is entitled to choose whether or not to do so and, subject to notice requirements, to choose to return to work during any part of the maternity leave period
- 4.23** The earliest start date for Ordinary Maternity Leave is the beginning of the 11<sup>th</sup> week before the week in which you expect your baby. However, you may, for example, work right up to the date of childbirth if you so wish, subject to health and safety regulations. Where health and safety regulations do not allow you to continue in your normal job, you will either be offered suitable alternative work or be suspended on medical grounds on full pay.
- 4.24** All women are **required** to take at least 2 weeks Maternity Leave after the birth of the child.
- 4.25** You must notify the Parish (in writing) of your intention to take maternity leave by the 15<sup>th</sup> week before the week in which you expect your baby. You will need to inform the Parish:-
- 4.25.1** that you are pregnant;
- 4.25.2** the week your baby is expected to be born;
- 4.25.3** when you want your maternity leave to start.
- 4.26** Unless you give 28 days notice of a change in the date for the start of your leave, you will leave work on the date on which you have notified the Parish that you intend to begin your Ordinary Maternity Leave.
- 4.27** In order to make administration as easy as possible you should discuss your leaving date with **the nominated person** as soon as possible and provide confirmation (of the week in which you expect the birth of your baby) from your doctor or midwife.
- 4.28** If you are absent from work before the birth owing to sickness you will normally be rated as being sick and will receive normal sick pay if you have not yet begun your Ordinary Maternity Leave. If, however, you have not yet begun your Ordinary Maternity Leave and you are absent from work for a pregnancy-related illness after the beginning of the 4<sup>th</sup> week before the week in which you expect your baby, your maternity leave starts automatically/the Parish will be entitled to treat this absence as the beginning of your Ordinary Maternity Leave.

- 4.29** Your Ordinary Maternity Leave will automatically commence on the day after the birth of your child if you have not begun your Ordinary Maternity Leave before this date.

***Salary and Benefits Whilst Absent from the Parish***

- 4.30** For those women whose baby is born on or after 5 October 2008, during your Maternity Leave your contract of employment will continue and your contractual terms and conditions will continue to accrue. For women whose baby was born before 5 October 2008 these contractual rights only continue during the Ordinary Maternity Leave Period, lesser contractual rights continue in the Additional Maternity Leave Period
- 4.31** This means that, whilst you will cease to receive basic salary and other cash remuneration, all other benefits will remain in place. For example, your contractual holiday entitlement will continue to accrue and pension contributions will continue to be made.
- 4.32** You are encouraged to take any outstanding holiday before you commence Maternity Leave (pro-rated to the time you leave). You are reminded that holidays must be taken in the year that they are earned.
- 4.33** For women whose baby was born before 5 October 2008, if you qualify for Additional Maternity Leave your benefits will only continue for the first 26 weeks of Ordinary Maternity Leave period after which time they will cease (with the exception of statutory holiday entitlement which will continue to accrue) until such time as you return to work.

Although your contractual benefits will not continue to accrue during Additional Maternity Leave your contract continues to exist and you will benefit from the Parish's duty of trust and confidence to you, and any terms and conditions of employment relating to:

- notice of termination;
- compensation in the event of redundancy;
- disciplinary or grievance procedures.

You are also bound during this period by your duty of good faith to the Parish and any terms and conditions of employment relating to:

- notice of termination;
- disclosure of confidential information;
- acceptance of gifts or other benefits;
- participation in any other business.

## ***Return to Work***

- 4.34** You have the automatic right to come back to work at the end of your Maternity Leave and it will be assumed that you will do so unless you notify the Parish otherwise, Employees returning to work at the end of the Maternity Leave period are not required to give any notice of their intention to return. Failure to return to work at the end of your Maternity Leave period on that date without justification (e.g. sick leave) will be treated as an unauthorised absence.
- 4.35** If you decide during your Maternity Leave that you do not wish to return to work you should give written notice to terminate your employment to the Parish in the normal way.
- 4.36** If you want to return to work before the end of your Maternity Leave period you must give 8 weeks notice in writing to the Parish.
- 4.37** Whilst there is a right to return to work the right depends on whether you return during or at the end of your Ordinary Maternity Leave period or you return during or at the end of your Additional Maternity Leave period:
- 4.37.1** Ordinary Maternity Leave - you have the right to return to the same job on the same terms and conditions;
- 4.37.2** Additional Maternity Leave - you have the same right to return but if that is not reasonably practicable then you have the right to be offered some other suitable work on terms which are no less favourable. If you refuse the offer of such work then you are treated as having resigned.
- 4.38** Please note that whilst absent on Maternity Leave you may be made redundant or dismissed (for example for misconduct) in the ordinary way, although in the case of redundancy you have the right to be offered suitable alternative work if that is available. You are protected from dismissal or selection for redundancy for any reason connected with your pregnancy or absence on Maternity Leave.

## **5. Paternity Leave**

- 5.1** Subject to certain conditions, employees are eligible to take Paternity Leave and receive Paternity Pay.
- 5.2** To be eligible, you must have at least 26 weeks continuous service with the Parish by the 15<sup>th</sup> week before the baby is due or in the case of adoption by the week in which you are notified of being matched with a child.
- 5.3** You must provide **the nominated person** with a self certificate of entitlement to Paternity Leave. You must have or expect to have responsibility for the child's upbringing and be either the biological father of the child or the mother's spouse or partner (including same sex partners). In cases of adoption you must have or expect to have responsibility for the child's upbringing and be the adopter's spouse or partner.

- 5.4 Paternity Leave may only be taken for the specific purpose of caring for a newborn child and supporting the mother or for the purpose of caring for a child newly placed for adoption and supporting the adoptive parent.
- 5.5 Paternity Leave must be taken in a single period of one week or two weeks at the employee's choice and must be taken within a period of 56 days beginning on the date when the child is born or placed for adoption. Paternity Leave may be taken in addition to parental leave. Paternity Leave is subject to a maximum of 2 weeks in one or two (consecutive) week periods and will be paid.
- 5.6 The rate of statutory Paternity Pay shall be in line with the current statutory requirements.
- 5.7 An employee taking Paternity Leave will have the right to return to work after paternity leave and will be protected from detriment and unfair dismissal in connection with taking Paternity Leave.

## **6. Adoption Leave Policy**

- 6.1 If you adopt a child, one member of the adoptive couple is entitled to up to 52 week's Adoption Leave regardless of their hours or length of service. This is made up of up to 26 weeks of 'Ordinary Adoption Leave' and 26 weeks of 'Additional Adoption Leave' - making one year in total.
- 6.2 To be eligible you must have completed 26 week continuous service with the Parish by the week in which an approved match with the child is made. A match occurs when an approved adoption agency matches an adopter with a child. This will usually be earlier than the date that the child actually comes to live with you.
- 6.3 The right to Adoption Leave can be taken in addition to the right to take 13 week's Parental Leave. However, where a couple adopt a child, only one member of the couple will be eligible to take Adoption Leave. The other member of the couple will be entitled to take Paternity Leave and receive Paternity Pay provided he (or she) meets the qualifying requirements in respect of such leave (please see the Paternity Leave policy).
- 6.4 Adoption Leave will apply only where the child is newly placed with an adoptive parent and will not apply to step family adoptions or adoptions by a child's existing foster carers.
- 6.5 An employee who takes Adoption Leave will be entitled to return to work following a period of absence on Adoption Leave. Employees who take Adoption Leave will be protected from detriment and unfair dismissal in connection with taking Adoption Leave.
- 6.6 An employee who takes Adoption Leave is entitled to adoption pay for 39 weeks and will be paid at the rate of current statutory requirements which follows the same rules as for Maternity Pay set out above. There is currently no entitlement to be paid during the Additional Adoption Leave period.

**6.7** The right to return to work following a period of Adoption Leave follows the rules for a return to work after Ordinary and Additional Maternity Leave.

## **7. Parental Leave**

Employees who have worked for the Parish for at least one year have the right to unpaid Parental Leave to look after a child or make arrangements for the child's welfare. They need not be the child's biological parent, but must have parental responsibility and this will include the mother, father, partner, civil partner and anyone else who may have obtained a formal parental responsibility order under, for example, the Children Act 1989.

Parental Leave is taken to care for the child, but this is widely interpreted to simply allow the parent to spend time with the child or to undertake some activity or make arrangements for the good of the child, for example viewing schools or seeing a doctor about the child even though the child may not be present.

### **7.1 Period of Leave**

13 week's leave may be taken before the child is five, or 18 week's leave where the child is disabled which must be taken before the 18<sup>th</sup> birthday. Where the child is adopted then leave must be taken within 5 years of the date of placement or by the child's 18<sup>th</sup> birthday if that is earlier.

Leave accrues for each child, including in the case of multiple births and can only be taken in blocks of 1 week. For parents of a disabled child leave can be taken one day at a time. A maximum of 4 weeks leave can be taken in any one year.

### **7.2 Pay and other benefits**

Parental Leave is unpaid.

During Parental Leave your contract of employment will continue save in relation to pay or other cash benefits which are suspended.

### **7.3 Notification Requirements**

At least 21 days notice must be given to **the nominated person** of the intention to take leave. You can change their mind about when you want Parental Leave to begin, but must give 21 days notice of the new start.

### **7.4 Return to Work**

As long as the leave is not for longer than 4 weeks in a year you have a right to return to the same job with the same terms and conditions. An employee may not be treated unfavourably for taking or asking to take Parental Leave.

## **8. Time Off for Dependants**

The Parish recognises that occasional emergencies necessitate an absence from work. Employees, regardless of their length of service, will be entitled to take a

reasonable period of (un-paid) time off to deal with an emergency involving a dependant. You should contact **the nominated person** for further information and the procedure for taking time off in these circumstances.

## **9. Compassionate Leave (unpaid)**

This may be granted at the sole discretion of the Parish. You should discuss this with **the nominated person** in the first instance.

## **10. Flexible Working Policy**

**10.1** Parents of children aged under 16, or of disabled children aged under 18 or carers of an adult now have the right to apply to work flexibly. Provided you are eligible, you may request:-

**10.1.1** a change to the hours you work;

**10.1.2** a change to the times when you are required to work; and

**10.1.3** to work from home (for all or part of the week).

**10.2** Your right to flexible working is designed to meet your needs as a parent or carer and also the needs of the Parish. The Parish's flexible working policy aims to facilitate discussion and encourage you and the Parish to consider flexible working patterns and find a solution that suits both you and the Parish.

**10.3** There may be circumstances when the Parish is unable to accommodate your desired work pattern. Please remember that this is a right to request flexible working, it is not a right to have flexible working, and the Parish will reasonably consider all proper requests

**10.4** You must think carefully about your desired work pattern when making your application and the Parish undertakes to follow the procedure set out below to ensure that your request is considered seriously.

### ***Eligibility***

**10.5** In order to make a request for flexible working you must:

- be an employee of the Parish (and not an agency worker);
- have a child aged under 16, or under the age of 18 in the case of a disabled child, or be caring for an adult near relative;
- have worked with the Parish continuously for 26 weeks or more at the date that you submit your application;
- in the case of parents (or those with responsibility for a child) make the application no later than 2 weeks before the child's 16<sup>th</sup> birthday or 18<sup>th</sup> birthday in the case of a disabled child;

- in the case of a carer the person you care for must be a near relative (e.g. spouse) or someone living at the same place as you;
- have or expect to have responsibility for the child's upbringing or care of the adult;
- be making an application to enable you to care for the child or adult;
- not have made another application to work flexibly under the right during the past 12 months.

### ***The Procedure***

- The initial onus will be on you to make a considered application in writing to **the nominated person** who will be happy to provide you with a template application form on request. You will be able to make only one application per year and an accepted application will mean a permanent change to your terms and conditions of employment. It will be important therefore that, before making an application, you give careful consideration to which working pattern will help you to provide the best long-term care. In addition to this, you must also consider what financial implications your proposed change may have on you in circumstances where the desired working pattern will involve a decrease in your salary as a result of a decrease in your working hours. Any effects on the Parish's business and how these may be accommodated should also be considered by you when making an application.
- Within 28 days, **the nominated person** will meet with you to provide you and the Parish with the opportunity to explore the desired work pattern in depth and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns in the event that there are problems in accommodating the desired work pattern outlined in your application. You will be entitled to be accompanied by a companion at the meeting.
- Within 14 days after the date of the meeting, **the nominated person** will write to you unless you and the Parish have agreed an extension of time in which the Parish can look into certain aspects of the proposed working pattern. **The nominated person** will either: agree to a new work pattern and suggest a start date; or provide clear business grounds as to why your application cannot be accepted and the reason why the grounds applies in those circumstances. In certain circumstances a rejection may be accompanied by the suggestion of an alternative working pattern.
- You have the right to appeal against the Parish's decision within 14 days of being notified of the grounds for the refusal of your application. The overall aim of this process is to encourage you and the Parish to reach a satisfactory outcome.

## 11. Jury Service

If you are called for jury service you should inform **the nominated person** immediately. In certain exceptional circumstances, the Parish may support an application for you to be excused from jury service. The Parish may at its discretion continue to pay your full salary and benefits for the duration of the jury service. Please note that, if you are paid by the Parish while you are on jury service, you may not claim compensation for loss of earnings.

## 12. Reserve Armed Forces

For Territorial Army or other reserve armed forces training you will be entitled to take 2 week's unpaid leave of absence at the discretion of **the nominated person** for the purpose of attending at annual camp. Additional time commitments must be accommodated by you through flexible hours or annual holiday.

## 13. Public Duties

You will be granted unpaid leave of absence, if appropriate, to undertake public duties (to take part in the activities of public or professional bodies, to stand as a candidate in local or parliamentary elections, or any other duties covered by section 50 of the Employment Rights Act 1996).

Those employees carrying out public duties have a statutory right to reasonable time off in order to fulfil their duties subject to business needs. However, it is still necessary for requests for time off in these circumstances to be agreed with **the nominated person**. Anyone considering an involvement in public duties should consult **the nominated person** in advance of making a final commitment so as to establish the level to which time off may be granted.

## 14. Training/Study Leave

Employees are entitled to unpaid leave of absence at the discretion of the Parish.

## 15. Medical and Dental Appointments

Whenever possible, you should try to arrange medical and dental appointments outside normal working hours or, where this is not possible, at the beginning or end of a working day or at a time which causes least inconvenience to your department. You should always obtain the prior approval of **the nominated person** to such an appointment, except in an emergency.

## 16. Smoking Policy

Smoking is not permitted on the Parish's premises in accordance with current legislation. Any breach of this policy may result in disciplinary action.

## 17. Personal Telephone Calls

The Parish recognises that occasionally incoming or outgoing personal telephone calls are necessary. However, these calls should be kept to a minimum, be of short duration and should ideally be made during break periods. Where the Parish

considers that you are abusing this concession disciplinary action may be taken against you.

The Parish reserves the right to monitor and record the use of Parish telephones, including the number called, time and duration.

The mobile telephone should immediately be returned to the Parish if you are requested to do so by your Manager or on the termination of your employment.

## **18. Driving and Mobile Phones**

### **18.1 Aim of the Policy**

Since December 1, 2003 it has been an offence to use a handheld phone or other similar device which performs an interactive communication function whilst driving (in this policy the words "mobile phone" are intended to cover all such interactive communication devices). The aim of this policy is to set out to all employees the Parish's official policy on the use of mobile phones whilst driving in the course of their employment.

### **18.2 The New Regulations**

At present drivers committing an offence under the new regulations are liable to pay a £60 fixed penalty fine and suffer 3 penalty points or a maximum fine on conviction in court of £1,000 with discretionary disqualification, (lorry, bus and coach drivers face a fine of £2,500) or such other statutory rates as are from time to time in force.

### **18.3 Hands Free Mobile Phone Equipment**

Under the new regulations it is acceptable for employees to drive using hands free equipment in some circumstances. However some products that are marketed as "hands free" may still lead to an offence under the new regulations as they require the user to hold the phone in order to press the buttons or read a message on the phone's screen. As a result the Parish will only permit the use of Parish approved hands free equipment.

If you do not have Parish approved equipment then you must refrain from using your mobile phone whilst driving. Even if you do have Parish approved hands free equipment you must follow the rules set out below.

### **18.4 Parish Policy**

If employees are required to drive during the course of their employment they must adhere to the following rules:

#### **18.4.1 Employees without Parish approved hands free devices:**

- 18.4.1.1** Pull over to a safe location and turn the engine off before making or receiving calls, text messages or accessing the internet; or

**18.4.1.2** Switch off the phone whilst driving and let it take messages;  
or

**18.4.1.3** Leave the phone switched on and let it take messages; or

**18.4.1.4** Ask a passenger to answer the phone.

**18.4.2 Employees with a Parish approved hands free device must:**

**18.4.2.1** Limit outgoing calls to emergency use and when it is safe to do so; or

**18.4.2.2** Use voice activation technology when making outgoing calls; or

**18.4.2.3** Tell all incoming callers that you are driving and to keep the call short.

Failure to comply with this policy may lead to the disciplinary procedure being invoked against you.

**18.5 What happens if I commit an offence under the new regulations?**

If you commit an offence and are fined under the new regulations it is your responsibility to pay the fine and this fine will not be reimbursed by the Parish.

You must then notify the Parish that you have committed an offence and/or been fined.

**18.6 Who do I talk to if I have questions about the new law?**

If you have any queries about how the new regulations operate in practice please do not hesitate to contact **the nominated person**.

**19. Dress**

You are expected to dress at all times in a way which is appropriate to the professional environment in which we work. This means that you should avoid extremes of fashion, and use your judgement in choosing clothes, jewellery and hairstyles which project the correct image of professionalism to clients, colleagues and others.

Any employee who fails to comply with these rules may be subject to disciplinary action.

**20. Employee Relationships**

Employees shall not allow personal relationships to conflict or interfere with their duties.

## **21. Social Events**

A variety of social events are from time to time organised by the Parish, which hopes that every employee and their guests will enjoy themselves and that they will appreciate that the following guidance is intended to assist in that aim.

At any event sponsored by the Parish or any event which is linked to the Parish and whether on or off its premises, the rules and guidelines of the Parish regarding employee conduct still apply.

Moderation and consideration and respect for others should be the guide in all actions and activities.

Senior staff should remember their position even whilst being relaxed and informal. Those in any supervisory position should behave at all times in such a manner that their position and/or respect is not undermined.

## **22. Disclosure**

You are required to inform the Parish of any matter concerning yourself which might impair your ability to perform your duties. This includes matters which might adversely affect either your or the Parish's reputation.

Examples of matters which would require disclosure are:

- a conviction of a criminal offence (other than a spent conviction or a minor motoring offence);
- the laying of a criminal charge, committal for trial or an arrest;
- if you are adjudged bankrupt or make any composition or enter into any deed or arrangement with your creditors or are subject to any civil action for debt;
- your exclusion from membership of a professional body of which you were formerly a member, or the commencement of proceedings to exclude you;
- disqualification from acting as a director or corporate officer in the UK or elsewhere and the commencement of proceedings to disqualify you;
- any regulatory action taken against you in the UK or elsewhere.

## **23. Media Communications Policy**

Only those employees who have been expressly authorised to do so by the Parish are permitted to speak to the media (for example newspapers, journals, magazines, radio, television and screen services) about any matter concerning the Parish or about any other matter in their capacity as an employee of the Parish. A Guide is available on speaking to the media from the Diocesan Press & Communications Officer.

## 24. References

You are not permitted to supply references (whether oral or written) on behalf of the Parish in respect of any other employee or former employee of the Parish without the prior authorisation of **the nominated person**. Enquiries for references should be directed initially to **the nominated person** unless you have been authorised to give a reference for the person in question.

If you give a reference on behalf of the Parish without prior authorisation from **the nominated person** you may be subject to disciplinary action. If you are asked to give a reference in your personal capacity the Parish note paper must not be used under any circumstances. (**Appendix A7** - Reference Request Form).

## 25. Parish Equipment and Other Property

**25.1** There may be circumstances during the course of your employment in which it will be necessary to use and have custody of certain equipment and other property belonging to the Parish for the better performance of your duties. This may include for example mobile telephones, lap/palmtop and other personal computers (as well as software programmes), credit, payment and security cards.

**25.2** You are required to exercise proper care and control over the Parish's equipment during your custody of it and protect it against damage, theft or unauthorised use. This applies whether the equipment is on or off the Parish premises. Such equipment is made available to you solely for the purpose of enabling you to carry out your duties. The equipment must not be lent to or used by anyone else. In addition to this general requirement the Parish may at any time specify particular procedures and compliance requirements for the manner in which you are to carry out these responsibilities and use the equipment.

**25.3** Accordingly any breach or failure by you to comply with the Parish's requirements, in relation to the equipment will constitute a disciplinary offence.

**25.4** Software programmes which function with any of the equipment are subject to the proprietary rights of the Parish or third parties (as the case may be) and any use other than in connection with your duties for the Parish is strictly forbidden.

**25.5** The terms of use of credit, payment and security cards, are set out in separate procedures, details of which are available from **the nominated person**.

## 26. Staff Development and Training

Before recruiting externally, every effort will be made to ensure that existing employees who might wish to be considered for vacant positions are considered.

## **27. Performance Appraisal**

- 27.1** Appraisal is a continuous process, but at least once a year you will have the opportunity to discuss your role and performance with your manager in a formal appraisal interview. The purpose of the appraisal interview is to review performance over the previous year and set objectives for the coming one.
- 27.2** After the appraisal interview, the person conducting your appraisal will write an evaluation of your performance over the past year and your objectives for the coming year. You will be shown a copy of the document, which you should review and sign. You will be given a copy of the document and another copy will be retained on your personal file held by the Parish.
- 27.3** This formal procedure should not be viewed as the only time such issues can be raised. There should be a regular dialogue between any employee and their line manager, or those they may line manage in order to identify any employment related issues, including concerns as well as any opportunities for training and promotion.

## **28. Language Proficiency**

From time to time the Parish may identify a requirement for an employee to learn a foreign language and in this event the Parish will support the employee with lessons and/or other training materials.

## **29. Equal Opportunities Statement**

- 29.1** The Parish is committed to ensuring that all employees are treated fairly and with dignity and respect. No employee shall be treated less favourably on the grounds of their sex, age, sexual orientation, race, religion or belief and marital status or on the grounds of disability without justification. This policy applies to promotion, training, placement, transfer, dismissal as well as remuneration, grievance and disciplinary procedures and decisions. This policy also applies to recruitment of persons from outside the workplace and the treatment of contract workers.
- 29.2** Employees should be aware that in certain circumstances should they be guilty of discrimination they may be personally legally liable for their actions.

### ***What is discrimination?***

- 29.3** Less favourable treatment on the grounds of sex, age, sexual orientation, race, religion or belief and marital status or disability, without justification is direct discrimination. Indirect discrimination occurs when a requirement or condition is imposed with which a considerably smaller number of those of a single sex, particular religion, a certain race, etc can comply, and which causes them a detriment as a result. This kind of discrimination is unlawful unless it can be justified.

### ***Recruitment and Employment Decisions***

- 29.4 The Parish will recruit employees and make other employment decisions concerning promotion, training etc. on the basis of objective criteria.

### ***Disabled Persons***

- 29.5 If you are disabled within the meaning of the Disability legislation the Parish will discuss with you whether you are able to fulfil your proposed duties and whether there are any adjustments that could reasonable be made to your job or working environment to enable you to carry out your proposed duties effectively. The Parish may also ask a doctor appointed by it to advise on these matters.

## **30. Procedures for Dealing with Harassment**

- 30.1 Harassment on the ground of sex, age, sexual orientation, race, religion, belief or disability is a form of unlawful direct discrimination. Harassment is conduct which is unwanted or offensive to the recipient. It creates an intimidating, hostile or humiliating working environment for the recipient which can have a damaging effect on both the victim and the whole office environment. The Parish will not tolerate any form of harassment (whether or not harassment is carried out by a member of staff more senior to the victim) whether the harassment is based on age, race, sex, religion or beliefs, sexual orientation or disability or whether it takes the form of general bullying of staff. The Parish will not tolerate any conduct of this nature, whether directed towards fellow employees, contract workers, suppliers, customers or clients. Harassment can amount to a criminal offence.

- 30.2 Harassment can occur in a variety of ways, including physical contact, verbal comments, physical gestures, looks or the placing of items of a certain nature within view of employees.

### ***If You are Harassed***

- 30.3 Whether by a fellow employee (at whatever level), a supplier, customer or client, if possible, address the problem with the person whom you believe has harassed or is harassing you. Tell him or her, in writing or verbally, that his or her conduct is unacceptable.

- 30.4 If you feel unable to do this, or if the action suggested above has no or insufficient effect, you should contact **the nominated person**.

- 30.5 Any contact made with **the nominated person** will be treated in confidence unless and until you consent to the matter being disclosed and if appropriate being dealt with formally by the Parish. If it is appropriate for the alleged harasser to be subjected to disciplinary proceedings you will be asked before these are commenced whether or not you wish the matter to be put to him or her. However, it should be noted that disciplinary action cannot be taken without your full co-operation.

- 30.6 If the Parish's Performance and Conduct procedure is formally invoked against your alleged harasser your complaints will be investigated with due consideration to your feelings and concerns. Provided you are acting in

good faith the fact that you have made an allegation against another member of staff will not affect your position within the Parish.

- 30.7** It may be necessary to ask you to stay at home on special paid leave whilst investigations are being conducted and the matter is being dealt with through the appropriate procedure.

#### ***If you Observe Harassment***

- 30.8** The Parish believes that every employee should take responsibility for ensuring that colleagues are not subjected to harassment. If you are aware of the possibility that another employee may be a victim of harassment either at the hands of a fellow employee, supplier, client or customer, then you should notify **the nominated person**. Your allegations will be treated in confidence unless and until you authorise their disclosure. Provided you act in good faith the fact that you have so acted will not affect your position with the Parish.

- 30.9** Employees in supervisory positions have a responsibility for managing other employees and must exercise particular care in performing that role to ensure that this responsibility is not abused by actual or apparent harassment or other discrimination of any employee under your control. Supervisors may not instruct a member of staff or bring pressure to bear on them to discriminate against or victimise or harass another individual. Nor may they suppress any complaint of discrimination or victimisation or harassment. Any such conduct will be regarded as misconduct by the Parish.

#### ***Victimisation***

- 30.10** Any employee who does complain of harassment with good reason is entitled to do so with the confidence that they will not be victimised afterwards for doing so. Any such victimisation will in itself constitute a disciplinary offence and could result in dismissal. An employee who makes an allegation of harassment maliciously and/or without good reason will be subject to disciplinary action.

### **31. Performance and Conduct Procedure**

- 31.1** This procedure is designed to help all employees to achieve and maintain standards of conduct, capability, performance and competence. The Parish aims to ensure that there is fair treatment for all employees, whatever their level of seniority. The procedure will apply to all employees. The procedure will be reviewed by the Parish on a regular basis and may be amended from time to time.
- 31.2** This policy outlines the procedure that will be followed where an employee conducts him or herself in a manner which is inappropriate or unacceptable, or where his or her attitude to work, attendance at work, competence or performance does not reach the required level.

Examples of the performance and conduct which would lead to the Parish following this procedure are detailed below and fall into three main categories:

**31.2.1** gross misconduct;

**31.2.2** misconduct; and

**31.2.3** performance.

**31.3** The following are examples of gross misconduct, misconduct and performance. This list is intended as a guide and is not exclusive. The severity or frequency of any action (for example) may mean that it ceases to be mere misconduct and becomes gross misconduct:

**31.3.1** failure to comply with reasonable and lawful instructions;

**31.3.2** failure to comply with the Parish's policies, procedures, rules or working practices;

**31.3.3** unauthorised and/or unreasonable absence or consistently poor time keeping;

**31.3.4** dishonesty;

**31.3.5** violence or damage to property;

**31.3.6** negligence or irresponsibility in carrying out duties;

**31.3.7** abuse of status or responsibilities;

**31.3.8** incapability through alcohol, non-prescribed drugs or other substances;

**31.3.9** the use of or copying of unauthorised computer software;

**31.3.10** intransigent or unreasonably negative attitude to management or fellow employees;

**31.3.11** any form of harassment, including sexual, racial and disability harassment or bullying of employees or others;

**31.3.12** inappropriate use of foul or abusive language in the workplace;

**31.3.13** failure to comply with the Parish's sickness notification and certification procedures;

**31.3.14** incapability;

**31.3.15** incompetence;

**31.3.16** lack of application;

**31.3.17** bringing the Parish, the Diocese of Ripon & Leeds or the Church of England into disrepute.

### ***Principles of the Procedure***

#### **31.4 Investigation**

**31.4.1** All complaints or concerns about an employee will be investigated and considered before a decision is taken under the procedure.

**31.4.2** The Parish has the right to suspend on full pay and benefits an employee against whom a complaint is made while that complaint is investigated and during any disciplinary procedure. Such suspension is not considered to be disciplinary action. During any period of suspension you will continue to receive your salary and benefits. In harassment cases it may be necessary for the complainant and the alleged harasser to be suspended. During any such period of suspension the Parish may require the employee not to enter the premises of the Parish and to refrain from contacting any clients, employees or suppliers of the Parish.

#### **31.5 Hearings**

**31.5.1** If after investigation the Parish considers that formal disciplinary action may be appropriate, it will hold a hearing, which is a formal meeting. You will be given written details of the allegations made against you and you will be invited to attend a hearing to discuss the matter. (***Appendix D.1*** - Notice of Meeting). Normally you will be given at least 3 working day's notice. The hearing will be held during working hours at the Parish's premises, unless otherwise agreed by you and the Parish.

**31.5.2** If you have any documents which you want the Parish to consider at the hearing, you should provide a copy to **the nominated person** in advance. You should let **the nominated person** know if you are aware of any witnesses who may be able to provide evidence on the allegations made. You should also inform **the nominated person** of any special arrangements needed at the hearing (for example to cater for any language difficulty or disability).

**31.5.3** The employee, at an appropriate meeting or hearing, will be given the opportunity to put forward his views and facts relating to the matters raised before a decision is taken under this procedure.

**31.5.4** You are entitled to be accompanied at the hearing by a fellow worker of your choice or a trade union official or a lay trade union official who has been certified by the relevant trade union as having experience or having received training in acting as a companion in disciplinary or grievance hearings. If you wish to be accompanied by a fellow worker, that worker will be entitled to take a reasonable amount of time away from his or her normal duties to discuss the matter with you and accompany you at the hearing without loss of pay or benefits. You must notify **the nominated person** of the name and

status of the person whom you wish to accompany you before the hearing as soon as possible in order to allow any necessary arrangements for that person to attend to be made.

**31.5.5** If your chosen companion cannot attend the hearing at the time proposed, you may offer an alternative time, which must be within five working days after the time originally proposed, providing the alternative time is reasonable (bearing in mind the availability of the other relevant individuals, including witnesses, who may need to attend).

**31.5.6** The worker or trade union representative who accompanies you may address the hearing on your behalf to put your case, sum up that case and to respond on your behalf to any view expressed at the hearing. The companion may also confer with you during the hearing.

**31.5.7** At each stage of the procedure you will be fully advised as to the nature of the complaint or concern about you and told whether or not any meeting or hearing may lead to dismissal.

**31.5.8** If appropriate, the hearing may be adjourned whether during or after the hearing and prior to reaching a decision. The decision reached will be confirmed in writing.

## **31.6 Appeals**

**31.6.1** The employee will have the right to appeal against any decision taken under this procedure.

**31.6.2** An employee wishing to appeal against a decision under the procedure must inform the Parish in writing within 5 working days of having been notified of the decision he is appealing against. The notification must include the employee's grounds of appeal. (**Appendix D.2** - Notice of Appeal Meeting). The Appeal will take the form of a further meeting which the employee will be invited to attend. The meeting will normally be a review of the decision rather than a re-hearing of the evidence; however, any new evidence will be considered. Where possible, appeals will be determined by a senior Manager who was not involved in the disciplinary decision from which the appeal is made.

**31.6.3** The result of any appeal will be final. The employee will be notified in writing of the outcome. (**Appendix D.3** - Notice of Result of Appeal Meeting). No further appeal may be made.

**31.6.4** If you appeal from a decision to dismiss, your dismissal will be effective as at the date specified in your dismissal letter unless your appeal is upheld, in which case you will be reinstated and your employment will be deemed to have continued during the period until the appeal was heard.

## **31.7 Sanctions for Gross Misconduct and Misconduct**

The following sanctions may be applied in the case of alleged misconduct or gross misconduct. The Parish may apply any of the sanctions set out below depending on the nature of the misconduct. As Sanctions One, Two and Three are warnings there is no requirement to follow the Performance and Conduct Procedure prior to applying the sanction. However, if dismissal is contemplated then the procedure must be followed.

### ***Sanction One - Oral Warning***

**31.7.1** If an employee's conduct is not of an acceptable standard, he will be warned orally of this. The employee will be given reasons for this as well as suggestions, if appropriate, on how to improve standards of conduct.

### ***Sanction Two - Written Warning***

**31.7.2** If the employee's conduct does not improve, or any further unacceptable conduct occurs, then the employee will be warned of this in writing and informed of the nature of the Parish's concerns about his conduct and what action is required to remedy the situation. (***Appendix D.4*** - Notice of Written Warning).

**31.7.3** The Parish may begin with this sanction for a first instance of unacceptable conduct if the matter is considered by the Parish to be sufficiently serious.

### ***Sanction Three - Final Written Warning***

**31.7.4** If an employee's conduct does not improve, or any further unacceptable conduct occurs, then the employee will be warned of this in writing and informed that should his conduct not reach an acceptable standard his employment may be terminated.

**31.7.5** The Parish may begin with this sanction for a first instance of unacceptable conduct if the matter is considered by the Parish to be sufficiently serious.

### ***Sanction Four - Dismissal***

**31.7.6** If an employee's conduct does not improve, or any further unacceptable conduct occurs, then the dismissal of the employee normally follows, after the full consideration of the matter at an appropriate meeting or hearing. Dismissal may be with or without notice depending on the circumstances. Where it appears that there may be grounds on which the employment of the employee may be terminated summarily (e.g. because of gross misconduct) or with notice then the full Performance and Conduct Procedure should be followed before this sanction is applied.

## **31.8 Sanctions for Poor Performance**

The following sanctions will apply in the cases of poor performance. Where warnings are contemplated there is no requirement to follow the Performance and Conduct Procedure prior to applying the sanctions. However, where dismissal is contemplated the Conduct and Performance Procedure will be followed.

### ***First Warning***

**31.8.1** In the first case of poor performance, you will normally be given a first warning. This warning will be given to you in writing and will specify the nature of the poor performance and the nature of the improvement required. The warning will also state that your performance will be reviewed at a set date after the date of the warning. If appropriate, you may be offered training and/or other assistance to help you achieve the required standard of performance.

### ***Final Warning***

**31.8.2** In the second case of poor performance or where you fail to achieve the improvement required by the first warning by the set date, you will normally be given a final warning. This warning will be given to you in writing and will state the nature of the poor performance and the nature of the improvement required. The warning will also confirm that, unless your performance improves to and is maintained at a specified standard within a specified period after the date of the warning, your employment may be terminated. If appropriate, you may be offered training and/or other assistance to help you achieve the required standard of performance.

### ***Dismissal***

**31.8.3** If you fail to achieve or maintain the improvement required by the final warning within the specified period, you will normally be dismissed. After the appropriate meeting, the decision to dismiss you will be notified to you in writing.

### **Gross Misconduct**

**31.8.4** In exceptional cases where the actual or potential consequences of a single negligent act or omission could be serious, the Parish may decide that it is not appropriate to apply any warnings and the Parish may in such cases dismiss you without with immediate effect (without any right to notice or payment in lieu of notice).

**31.9** Subject to a satisfactory performance and conduct, any warning under this procedure for poor performance will lapse after 12 months or such other (longer or shorter) period as the Parish specifies in the warning.

## 32. Sickness/Ill Health Procedure

This procedure is designed to assist all employees who are unable to attend for work because of ill health. The Procedure will apply to all employees once they have completed their probationary period.

### 32.1 Unsatisfactory sickness record

**32.1.1** The following are examples of unsatisfactory attendance:

**32.1.1.1** long-term absence due to injury or sickness;

**32.1.1.2** frequent short-term absence due to minor ailments.

**32.1.2** In appropriate circumstances, the Parish may require you to be:-

**32.1.2.1** examined by an independent medical practitioner and/or specialist of its choosing. In this event, you agree to co-operate with such a request and to permit the medical practitioner and/or specialist to discuss with the Parish the findings of his examination, his prognosis for your future recovery and if appropriate any reasonable adjustments that might be made to your working arrangements to assist your return to work; and/or

**32.1.2.2** interviewed by **the nominated person** (at your home, if necessary) if there is a possibility, in the Parish's opinion, that your absence is wholly or partly due to a personal or domestic difficulty or there are other circumstances with which the Parish might be able to assist you.

The findings of the medical practitioner and/or specialist and/or **the nominated person** will be taken into account when the Parish considers the kind of action, if any, which it will take in respect of your absence from work.

**32.2** If appropriate, after such examination/interview, you may be given a first warning by **the nominated person** which will be confirmed to you in writing. The Conduct and Performance Procedure set out above will be followed if the Parish contemplates imposing a monitoring period. If a monitoring period is imposed this will specify a period, the length of which (usually, between 1 and 6 months) will depend upon your particular health or welfare difficulties over which your attendance will be monitored by the Parish and a specified measure of improvement will be required of you. You are likely to be expected to have returned to work at the end of this period.

**32.3** If appropriate at the end of such period, you may be required to undergo another examination and/or interview the results of which the Parish will take into account when it considers the kind of action, if any, which it is appropriate to take.

**32.3.1** Such action may include:-

- 32.3.1.1** where there has been some improvement or other circumstances warrant imposing a further monitoring period; and /or
- 32.3.1.2** the removal, reduction or suspension of your eligibility for contractual sick pay; and/or
- 32.3.1.3** the issue of a final warning by **the nominated person** which will be confirmed to you in writing and will specify a further period over which your attendance will be monitored and the level of improvement expected of you during such period. This warning will state that failure to show the necessary improvement within the specified period will result in your dismissal; or
- 32.3.1.4** your dismissal on notice if the Parish concludes, following your medical examination, that you are not likely to be fit to return to work in the foreseeable future having given consideration to the possibility of reduced hours or suitable alternative employment, that in all the circumstances, the needs of its business render it impracticable to await further your return to health or fitness.

## **32.4 Appeal**

You have the right to appeal against any decision made under this procedure. The procedure relating to appeals is contained within the Performance and Conduct procedure set out in this Handbook.

## **33. Grievance Procedure**

### **33.1 Introduction**

The purpose of this grievance procedure is to enable employees who have a problem, concern or grievance about their work, working environment or working relationships to have the problem dealt with formally in as short a time as practical. For the avoidance of doubt, this procedure does not form part of your contract of employment or otherwise have contractual effect.

### **33.2 Procedural Steps**

**33.2.1** If you have a problem, concern or grievance, you should first discuss the matter with your line manager to see if it can be resolved informally.

**33.2.2** If the matter concerns your line manager or remains unresolved after the discussion referred to above, you should put full details of your grievance in writing to **the nominated person** who will investigate the matter.

**33.2.3** If the matter concerns **the nominated person** you should put full details of your grievance in writing to the Chair of the Parochial

Church Council who will nominate some other person to investigate the matter.

**33.2.4** You will be invited to a hearing, which is a formal meeting, to discuss the grievance. You must take all reasonable steps to attend the meeting.

### **33.3 Hearings**

**33.3.1** The hearing will be held during your working hours at the Parish's premises, unless otherwise agreed by you and the Parish.

**33.3.2** If you have any documents which you want the Parish to consider at the hearing, you should provide a copy to **the nominated person** in advance. You should let **the nominated person** know if you are aware of any witnesses who may be able to provide evidence on the issues involved. You should also inform **the nominated person** of any special arrangements needed at the hearing (for example to cater for any language difficulty or disability).

**33.3.3** You are entitled on your "reasonable request", to be accompanied at the hearing by a companion. That is either:-

**33.3.3.1** a fellow worker of your choice (provided they are willing to accept the role of "companion"); or

**33.3.3.2** a full time trade union official or a lay trade union official who has been certified by the relevant trade union as having experience or having received training in acting as a companion in disciplinary matters.

A request to be accompanied by a companion who is otherwise involved in the proceedings (for example, as a witness) would not be a "reasonable request". If you wish to be accompanied by a fellow worker, that worker will be entitled to take a reasonable amount of time away from his or her normal duties to discuss the matter with you at the hearing without loss of pay or benefits. You must notify **the nominated person** of the name and status of the person whom you wish to accompany you before the hearing as soon as possible in order to allow any necessary arrangements for that person to attend to be made.

**33.3.4** If your companion cannot attend the hearing at the time proposed, you may offer an alternative time, which must be within five working days after the time originally proposed, provided the alternative time is reasonable (bearing in mind the availability of any other relevant individuals, including witnesses, who may need to attend).

**33.3.5** The companion who accompanies you may address the hearing to put your case, sum up that case and to respond on your behalf to any view expressed at the hearing. The companion may also confer with you during the hearing.

**33.3.6** If appropriate, the hearing may be adjourned either during or after the hearing and prior to reaching a decision. The decision reached will be confirmed in writing and you will be reminded of your right to appeal to such decision.

### **33.4 Appeals**

**33.4.1** You have a right of appeal against any decision reached as a result of the grievance procedure. You should inform **the nominated person** in writing of your wish to appeal and the grounds of your appeal within 5 working days of the date on which you are informed in writing of the decision which forms the subject of your appeal. The notification must include your grounds of appeal. (**Appendix D.2** - Notice of Appeal Meeting).

**33.4.2** You will be invited to an appeal hearing. You should take all reasonable steps to attend the hearing. Where possible, a manager who has not had any prior involvement in the procedure will conduct the appeal hearing as soon as possible thereafter of receipt of your written appeal. At the hearing you will be given an opportunity to state your case and will be entitled to be accompanied by a companion. The hearing will normally be a review of the decision rather than a re-hearing of the evidence; however, any new evidence will be considered. The provisions relating to being accompanied at a hearing set out above apply equally at the appeal stage.

**33.4.3** The outcome of the appeal will be confirmed to you in writing (**Appendix D.3** - Notice of Result of Appeal Meeting) and will be final and binding on you. No further appeal may be made.

### **33.5 Modified Grievance Procedure**

**33.5.1** Wherever possible a grievance should be dealt with before an employee leaves employment with the Parish. However, where an employee has left the Parish either before the grievance procedure has been commenced, or completed, the Parish and you may agree in writing to use a modified procedure.

**33.5.2** In such circumstances you should address your grievance to **the nominated person** in writing, detailing the nature of the complaint and the manner in which you believe you have been adversely affected.

**33.5.3** **The nominated person** will respond in writing and the decision will be final and binding.

### **33.6 Records**

Where possible, records will be kept detailing the nature of the grievance and the action taken as a result, if any. These records are confidential and shall be treated as such by all persons involved in the grievance procedure.

### 33.7 Collective Grievances

The Parish reserves the right to apply a different procedure in circumstances where the same grievance is raised collectively.

## 34. Personal Details

**34.1** The Parish holds personal information on its employees in both manual and electronic form. This information is used solely for legitimate employment purposes and it is only disclosed to those who are authorised to use it for these purposes. Acceptance of employment with the Parish is taken by the Parish as consent by the employee to their personal information being held and used in this way.

**34.2** It is the responsibility of each employee to inform **the nominated person** of any changes to their personal details or status, including: surname, address, telephone number, marital status, names and dates of birth of children and emergency contact details. Such information is important, among other things, for the correct benefit cover where appropriate to be arranged and so that someone can be contacted in the event of an emergency.

The Data Protection Act 1998 is designed to protect personal information.

**34.3** The Parish:

**34.3.1** expects employees to ensure that any personal data held is updated and maintained accurately;

**34.3.2** requires employees to avoid unauthorised disclosure of data relating to individuals.

**34.4** You are entitled to access your employment records. You can arrange to do so by making a written application to **the nominated person**.

## 35. The Right to Live and Work in the UK

Your employment is conditional on your having the right to live in the UK and work at the Parish in the UK both at the time you join the Parish and on a continuing basis. You are required to provide original documentary evidence of this.

This requirement includes matters such as ensuring that you have the requisite visa or licence as well as you not being subject to any contractual restriction on undertaking your work for the Parish.

## 36. Security

As part of your induction and continuing employment, you will need to follow the Parish policy on the issue of keys and access to buildings. Full details of the access control procedures are available from **the nominated person**.

## 37. Leaving Employment

Before you leave the Parish's employment, **the nominated person** may invite you to attend an exit interview to discuss the following:-

- 37.1 your outstanding entitlements and the arrangements regarding any benefits under your terms and conditions of employment;
- 37.2 your reasons for leaving employment;
- 37.3 the procedures for leaving the Parish's employment.

## 38. Leaving Procedures

The following paragraphs set out your obligations on leaving the Parish's employment. No outstanding payments will be made to you until these conditions have been met.

- 38.1 You must comply with the provisions relating to the return of property set out in this Handbook and you will be required to sign a document confirming that you have done so.
- 38.2 If you have a corporate credit card, you must account for any expenditure on that card by providing receipts which are acceptable to the Parish, or by settlement of the account.
- 38.3 If you have a loan, you will be required to repay it in full before your employment ends.
- 38.4 If you owe the Parish any sums then the Parish has the right to deduct such sums from any payments due to you. This is without prejudice to the Parish's other remedies to recover any excess outstanding.

## 39. Stress

The Parish is committed to addressing the issue of stress in the workplace. The Parish recognises that employees may experience stress as a result of one or more factors, some or none of which may be work related. Irrespective of cause, employees are encouraged to act at the earliest opportunity to alleviate stress. The Parish is sympathetic to employees who suffer stress and will explore ways of providing support. All approaches by employees to discuss stress related issues will be treated seriously and with appropriate confidentiality.

Wherever possible, employees should discuss stress caused by pressure of work with their line manager so that working conditions and workloads can be reviewed and any appropriate and reasonable adjustments considered. Where employees feel unable to discuss stress with their line manager they may approach **the nominated person** or the Chairman.

## 40. Health & Safety Statement

**40.1** The Parish fully accepts its responsibility for your health and safety in accordance with the requirements of the Health and Safety at Work Act 1974, and the associated codes of practice.

**40.2** The Parish will do all that is reasonably practicable to protect your health and ensure your safety when you are at work, paying particular attention to the following:-

**40.2.1** the safety of equipment and systems at work;

**40.2.2** the safety of arrangements for the use, handling, storage and transport of articles and substances;

**40.2.3** the provision of sufficient information, instruction, training and supervision to enable all employees to avoid hazards and allow them to contribute positively to their own health and safety at work;

**40.2.4** the creation of a healthy working environment; and

**40.2.5** the requirement to keep records.

**40.3** You will find specific safety information (e.g. fire precautions, first aid procedures) posted around the building. Accident prevention needs constant vigilance and your own involvement is vital. You should report any hazards or defects that you may discover in the building, or in any equipment, to **the nominated person** without delay. This is a legal obligation imposed upon you by section 7 of the Health and Safety at work Act 1974.

**40.4** You are also under a duty to take care for your own safety and that of your colleagues.

**40.5** The Parish welcomes suggestions from employees that may enhance or improve Health and Safety procedures. These suggestions should be relayed to **the nominated person** in the first instance.

### 40.6 Fire Precautions

If you suspect or detect a fire you should follow the procedures adjacent to each fire call point. If at any time you become aware of any empty or vandalised fire extinguishers, you should report the details immediately to **the nominated person**. Fire drills should be held regularly. If at any time you are uncertain about the Parish's fire drill or any fire precautions then please raise this with your line manager

### 40.7 Eyesight Tests

If you use VDUs for a significant proportion of each working day, you may have an eyesight test at the Parish's expense at reasonable intervals. The Parish may reimburse a proportion of the cost of glasses where required solely for VDU use. You should contact **the nominated person** for details.

## 40.8 Display Screen Equipment Assessments

As part of the Parish's ongoing programme and policy of providing and maintaining safe working conditions for all of their employees, all new employees will be given a health and safety induction.

## 41. Standards of Conduct

You must ensure the safe custody and accuracy of documents, records, money and other items which come into your possession during the course of your work which are the property of the Parish, an employee, a customer of or supplier to the Parish.

You must at all times observe strict confidentiality with regard to the affairs of the Parish and in particular you must not make any statement concerning the business of the Parish in circumstances in which it is likely to become public other than where you have specific authority to do so.

You must at all times strive to avoid any actual or potential conflicts of interest with the Parish. Conflicts of interest may arise when an employee has a direct or indirect interest in a news source, customer, supplier, or other Parish dealing with the Parish including any interest an employee (or someone that employee may know) has in any business which may work with or for the Parish where, in the Parish's determination, such interest may affect the employee's action in making judgements or decisions for the benefit of or on behalf of the Parish.

In the event that any employee has or should know of any such actual or potential conflict of interest, he should inform **the nominated person** immediately.

## 42. E-mail and Internet Policy

This policy sets out the Parish's approach to the use by its employees of e-mail, internet and telephone facilities. These facilities are a vital part of the Parish's business and should be used appropriately and in the best interests of the Parish. Improper use not only wastes the Parish's resources but can also expose it (and you) to significant potential liabilities (e.g. for breaches of copyright, defamation, harassment and some criminal offences). It is therefore essential that you follow this policy at all times. Failure to observe any aspect of this policy may lead to disciplinary action being taken against you. Such action could include summary dismissal (in the most serious cases) or suspension of e-mail or Internet facilities.

### 42.1 Monitoring of Communications

The Parish reserves the right to intercept and monitor communications, including e-mail, internet and telephone calls. This right may be exercised, for example, for the purpose of determining whether communications are relevant to the organisation, for the purpose of preventing or detecting crime or to secure the effective operation of the system.

In addition, the Parish reserves the right to monitor communications in order to determine the existence of facts, detecting unauthorised or excessive use of its system and to ascertain the standards which ought to be achieved by employees using its system.

## 42.2 Security

Any attempt (whether successful or not) to gain unauthorised access to or to tamper with, any computer system or software or installation will be regarded as gross misconduct. This includes the malicious deletion or alteration of documents created by you or others in the course of your duties. You may also be liable to prosecution under the Computer Misuse Act 1990, even where no damage results from your action.

Your password is confidential and should be kept as such. When leaving the office, you must log out of the system to prevent unauthorised access through your terminal. This also enables the virus checks on our computer to be updated. Unauthorised use of a password without good reason will also be treated as gross misconduct.

## 42.3 Virus Checks

You must ensure that any computer you are using has an up to date virus checker and that any emails and attachments are automatically scanned before you view them. Screensavers, wallpaper and programmes other than Word and Excel documents must not be downloaded from the Internet.

## 42.4 Copyright Infringement

You must take care to ensure that you do not breach copyright or incur expense to the Parish when copying, downloading or sending material to third parties which you have received by e-mail or visited on the Internet.

## 42.5 Screensavers and Software Installation

You may not install onto the Parish's computers or systems any software (including games) without the express written authority from **the nominated person**. Such action may lead to disciplinary action up to and including summary dismissal in serious cases.

You may not use screensavers which include any obscene, pornographic or otherwise offensive (within the meaning of our harassment policy) material. Such use will lead to disciplinary action up to and including summary dismissal in serious cases.

You may not use your computer to play games during working hours. Such action may lead to disciplinary action up to and including summary dismissal in serious cases.

## 42.6 Use of E-mail

As e-mail is not a totally secure system of communication and can be intercepted by third parties, external and internal e-mail should not normally be used in relation to confidential transactions.

E-mail messages do not cease to exist when you delete them from your terminal. They remain on the Parish's hardware and can be retrieved if required by the Parish or the courts. The content of e-mails may be relevant

to legal action against the Parish and therefore e-mails may have to be disclosed. Messages sent on the e-mail systems for business purposes should therefore accord, in both the form and content of language used, to the high professional standards applied by the Parish to all other written forms of communication. Where appropriate, hard copies of outgoing and incoming e-mails should be retained, as should confirmation (if this is available) that important outgoing messages have been received and opened by the intended recipient. Care should be taken to avoid entering into binding contractual relations inadvertently, making negligent statements or breaching any confidentiality obligations.

E-mails must never be used to send abusive, offensive, discriminatory or defamatory material, including jokes, pictures or comments which are potentially offensive. Such use may constitute harassment, victimisation and/or direct or indirect discrimination and will lead to disciplinary action up to and including summary dismissal. If you receive unwanted messages of this nature you should bring this to the attention of **the nominated person** in accordance with the Parish's equal opportunities policy, grievance or whistleblowing procedure.

All e-mail messages should be concise. General messages to a wide group should only be sent where necessary. Personal e-mails with pictures, video or sound clips attached may not be sent in any circumstances as these cause considerable delays to the system.

All emails should contain a disclaimer (**Appendix F**).

Reasonable use of the internal and external e-mail systems for purposes other than the duties of your employment is a discretionary privilege given to you by the Parish but should be kept to a minimum. Disciplinary action will be taken where this privilege is misused or abused. This privilege may be withdrawn from any person at any time without notice or explanation.

#### **42.7 Internet Access**

You must not use the Parish's Internet facilities to visit, bookmark or download material from obscene, pornographic or otherwise offensive (within the meaning of our harassment policy) websites on the Internet. This could infringe copyright, incur expense for the firm or expose it to criminal penalties or liability for harassment or defamation. Such use constitutes misconduct and will lead to disciplinary action which may result in summary dismissal.

Reasonable personal use of the Internet is a discretionary privilege given to you by the Parish but should be kept to a minimum. Disciplinary action will be taken where this privilege is misused or abused. This privilege may be withdrawn from any person at any time without notice or explanation.

#### **43. Whistleblowing**

The Public Interest Disclosure Act 1998 protects workers who disclose wrongdoings. All employees are expected to maintain the highest standards of integrity and good faith. This Policy is intended to provide you with guidance as to

the circumstances under which such protection is available and the steps to be taken should you feel that a matter of public interest is at stake.

Although disclosure may be made to certain public authorities, the conditions under which this may be done in order for the employee to be protected are strictly limited. The Parish's policy is therefore that disclosures should be made in the first instance to the Parish.

### ***The Nature of the Disclosure***

Only certain kinds of disclosure qualify for protection and are therefore termed "qualifying disclosures". They are disclosures which, in the reasonable belief of the person making the disclosure, tend to show one or more of the following:-

- a criminal offence;
- the breach of a legal obligation;
- a miscarriage of justice;
- danger to the health and safety of any individual;
- damage to the environment;
- that information of the type set out above has been or is likely to be deliberately concealed.

If you become aware of any information of this nature which causes you concern, you may wish to raise the matter informally with **the nominated person** and discuss with him or her, the next steps which should be taken to bring the matter to the attention of senior management. If you prefer, you may disclose the information formally to **the nominated person**, or to the appropriate level of management within the Parish.

The Parish will ensure that any disclosure made is kept as confidential as possible; however, you should be aware that it may be necessary to divulge such information during the course of any investigation. If an investigation into the allegations is thought necessary, you will be informed that the allegations will be put to the person accused of wrongdoing.

You will be informed of the progress and outcome of any investigation into the allegations.

If you are unhappy with the way in which your disclosure is received or dealt with, you should immediately raise that concern with senior management, and if necessary at the highest level within the Parish. The Parish is committed to ensuring that no employee is subjected to any detriment, or victimised, by reason of having made a protected disclosure in good faith, and will do everything within its power to investigate the matter fully and take the appropriate action against any wrongdoer. You should also be aware that provided certain conditions are met, you are protected by law against suffering any detriment, for example dismissal, by reason of having made the disclosure.

However, if you make a disclosure which you do not believe or which is made maliciously or with some ulterior motive (such as a grudge against a fellow employee), this may be treated as a disciplinary matter to be dealt with under the Disciplinary Procedure.

#### 44. Retirement Policy

(*Appendix E.1 - E.4* - Retirement).

The Parish's retirement age is 65. The Parish may from time to time identify some other retirement age, which would be required under current legislation to be objectively justified. It is the Parish's policy that employees should normally retire when they reach this age.

Employment will, therefore, terminate on that date by reason of retirement, subject to the paragraph below.

You have the right to request to continue beyond your retirement age (for any reason). This right is to submit a written request to continue working. It is not a right to be allowed to continue working. The Parish will view all requests seriously and sympathetically and will give them full and objective consideration.

If you decide to submit a request to continue working, you should notify **the nominated person** in writing no later than six weeks before your proposed retirement date, stating whether you wish to continue working indefinitely or for a specified limited period. If the latter, you should specify the precise period for which you wish to continue working.

If you do submit a request to continue working, we will invite you to attend a meeting to discuss your request and will also consider the business and other relevant circumstances of your employment before reaching a decision. You will be notified of the Parish's decision as soon as is reasonably practicable after the meeting. If your request is refused, you will be granted the right of appeal against the decision.

If you have queries about your proposed retirement, please notify **the nominated person**.

## Section 6 -Volunteers

Volunteers are not employees and Parishes should be minded to be careful in their dealings with volunteers, and particularly in relation to any paperwork issued to volunteers, that confusion does not occur and volunteers are subsequently able to claim that they have accrued employment rights.

Certain staff handbook policies, for example, including but not limited to, conduct, health and safety and equal opportunities will apply to the role of volunteers. However, the key documents for a volunteer are:

- (a) Volunteer Statement (**Appendix C.1**)
- (b) Volunteer Expenses (**Appendix C.2**)

## APPENDICES

### (A) Recruitment

- 1 Job Description Template
- 2 Person Specification
- 3 Job Advertisement
- 4 Application Form
- 5 Unsuccessful applicant letter
- 6 Invitation to interview letter
- 7 Reference request form
- 8 Job offer letter

### (B) Contract of Employment

- 1 Statement of Terms and Conditions of Employment
- 2 Amendment/Variation to a Contract of Employment

### (C) Volunteers

- 1 Volunteer Statement
- 2 Volunteer Expenses Claim

### (D) Disciplinary Procedure

- 1 Notice of Disciplinary Meeting
- 2 Notice of Appeal Meeting
- 3 Notice of Result of Appeal Meeting
- 4 Notice of Written Warning

### (E) Retirement

- 1 Notice of Forthcoming Retirement Letter (long)
- 2 Notice of Forthcoming Retirement Letter (short)
- 3 Invitation to a Duty to Consider Meeting
- 4 Outcome of a Duty To Consider Meeting

### (F) Email Disclaimer

**Job Description Template**

**PARISH LETTERHEAD**

Job Title:

Reports to:

Salary: [Grade or salary range]

Hours of Work: Full / part time – x hours per week  
[Some flexibility will be required]

Normal Place of Work:

Job profile:

Principal duties:

- One
- Two
- Three
- Etc
- To undertake training as required
- Such other duties as the management may from time to time require

Date:

Note – this Job Description does not form part of your Contract of Employment

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

## Example Job Description

[*Parish Name*]

Job Title - Community Centre Co-ordinator

Job Description

Accountable to - [*Parish name*] Parochial Church Council

Reports to - the Vicar

Salary - NJC Pts. 22 – 25 (pro rata)

Hours of work - Part time – 17.5 hours per week (some flexibility for evening meetings will be required)

Location - [*Parish address or other location*]

### **Overall purpose of the post:**

To promote and co-ordinate the use of the Centre as a bridge between the church and community.

### **Principal duties:**

- To strengthen links between our church and local community.
- To promote activities in the Centre.
- To build up and support a team of volunteer helpers.
- To oversee the day-to-day running of the Centre. This will include organising bookings; liaising with user groups and collecting rent; maintaining a diary, accident log book and other records; supervising cleaning and routine maintenance.
- To report regularly to the Management Committee
- To monitor the use of the Centre by user and other groups
- To follow Centre policies and procedures, particularly health and safety within the building
- To undertake training as required
- Such other tasks as the Management Committee may from time to time require.

The person appointed will need to be covered by an Enhanced Disclosure from the Criminal Records Bureau and clearance from the Independent Safeguarding Authority..

**NOTE - THIS JOB DESCRIPTION DOES NOT FORM PART OF YOUR CONTRACT OF EMPLOYMENT**

## Example Person Specification

Date:

**[Parish Name]**

### **Community Centre Co-ordinator**

#### **Essential**

These experiences, skills and qualities are essential requirements of the post:

Experience of running church and/or community groups

Experience of working with volunteers

Ability to communicate well - verbally and in promoting activities

Ability to relate to a range of people and situations

Ability to motivate others and self

Administrative and organisational skills

High degree of enthusiasm, honesty and reliability

Sympathetic to the aims of the church and centre

#### **Desirable**

Ability to monitor and evaluate

IT skills

Understanding of and commitment to community development

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**Example - Job Advertisement**

**[Parish Name]**

**ADVERT****PART TIME COMMUNITY CENTRE CO-ORDINATOR**

17.5 hours a week    NJC Pts. 22-25 (pro rata)

To promote and coordinate the use of this newly refurbished Centre as a bridge between church and community.

We are looking for a self motivated person with experience of working with church and/or community groups to oversee the day to day running of the Centre. Communication and 'people' skills essential. The Co-ordinator will work closely with the Management Committee.

Closing date for applications:

Interview date:

For further information and an application pack, please contact [*name*] on [*number*] or email [*details*].

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

[Parish Name]

**APPLICATION FORM**

**Application for the post of [ ]**

**Please complete and post this form to: [ ],**

Completed application forms must be returned by: [date]

Please write or type clearly using black pen, in order that this form can be photocopied

Where did you hear about this vacancy? \_\_\_\_\_

<b>NAME:</b> _____
<b>ADDRESS:</b> _____ _____
<b>PHONE NUMBER</b> (daytime): _____
<b>PHONE NUMBER</b> (evening): _____

Please provide the names, organisations, job titles, addresses and phone numbers of three referees. At least one should be your current or most recent employer.

Please indicate the capacity in which you know referees.

<b>1</b>	<b>2</b>	<b>3</b>

1 May we approach this referee for a reference now? **YES/NO**

2 May we approach this referee for a reference now? **YES/NO**

3 May we approach this referee for reference now? **YES/NO**

Beginning with your current or most recent employer and working backwards in chronological order, please give details of your career to date.

Dates		Name and address of employer	Job title and summary of duties	Reason for leaving
From	To			

Dates		Place of study	Qualifications attained
From	To		

Membership of Professional Bodies (if applicable)

Do you possess a car?      **YES/NO**      Do you possess a full driving licence?  
**YES/NO**

Please give your reasons for applying for this post. You should outline your interest in the post and describe your relevant skills and experience. You should also use this space to tell us anything not covered elsewhere, which you feel is relevant. Please check the job description and person specification before completing this section. You may use up to two sides of A4 but should not feel obliged to fill the space.

Please continue overleaf

Continued from previous page

Rehabilitation of Offenders Act

Under the provisions of the Rehabilitation of Offenders Act, you do not have to disclose information on certain convictions after a set period of time, as they become 'spent'. [ However, this post is **exempt** from the above Act, therefore, **ALL** convictions and any cautions or bind-overs must be declared and cannot be regarded as 'spent'.]

Have you ever been convicted of a criminal offence? Yes / No

Do you have any criminal charges or summonses pending against you? Yes / No

Having a criminal record will not necessarily bar you from working with us.

Disabled Applicants

If invited to interview, are there any special arrangements that you would like to be made for you?

**I confirm that the information contained on this application form is, to the best of my knowledge, correct and accurate. I agree to the information being processed in accordance with the Data Protection Act.**

**Signed :** .....

**Dated :** .....

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**[Parish letterhead]**

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Application for the position of [job title]

Dear [name]

Thank you for your application for the position of [job title].

The response to this position has been great and unfortunately you have not been successful. There were other candidates whose qualifications, experience and/or attributes more closely matched the person specification.

Thank you for your interest in this position and I wish you every success in the future.

Yours sincerely

[name of person signing letter]

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**[Parish letterhead]**

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Application for the position of [*name of position*]

Dear [*name*]

Thank you for your application for the position of [*name of position*].

We would like to invite you to an interview on [*day and date*] at [*time*]. The interview will take place at [*place and address of interview*].

The interviewing panel will be [*names and position of people on panel*]

It is expected that the interview will last for approximately 45 minutes. [The interview will be followed a short administrative test which will last no longer than 15 minutes]. Should you require any special arrangements to be made then please let me know.

We look forward to meeting you on [*date*].

Yours sincerely

[*Name of person signing letter*]

[*This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document*]

*[Parish letterhead]*

**Reference Request Form**

Name of Candidate:

Position applied for:

Name of Referee:

Company / Capacity known:

Address:

Telephone number:

If employer: Date started work:

Date work ended:

Reason for employment ending:

Would you re-employ?    Yes / No

Suitability for job role:

Details of sickness record:

Details of any paternity leave taken

If personal reference:

Known applicant since:

In what capacity?

Suitability for job role:

Any other information?

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**[Parish Letterhead]**

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Position of [job title]

Dear [name]

Further to our telephone conversation, I have pleasure in offering you the position of [job title] subject to the matters referred to below.

Two copies of this letter are enclosed. I should be grateful if you could sign and return one copy to accept the offer. The second copy is for your records.

The terms and conditions of employment will be as follows:

1. You will be employed by the [name of project] as a [job title].
2. Your normal place of work will be the offices of the [name of project], which is currently at [address of project].
3. You will be paid a salary of £[amount] per annum directly into your bank account on the [date] day of each month (or the nearest working day).
4. You will be employed on a full time [part time] basis working [number] hours each week.
5. A probationary period of [number] months will be applicable to this employment.
6. You are eligible to become a member of the [details of pension scheme].
7. You are entitled to [number of days] day's holiday per year [pro rata]. In addition you are entitled to public holidays [calculated on a pro rata basis].
8. You are usually entitled to contractual sick pay at your normal salary for [length of period in weeks]. Thereafter you will be entitled to Statutory Sick Pay.
9. You will be required to give [4] weeks notice to terminate your contract.

A full Contract of Employment will be issued to you once you have accepted this offer and satisfactory references have been received. Please note (and further details are set out in the Contract) that this offer and any continued employment with the Parish is subject to:

- you holding any required qualifications;
- you having the right to work in the UK; and
- any statements made by you being true.

I should be grateful if you could contact me to confirm a suitable start date for your employment.

This offer is valid for a period of 4 weeks.

Yours sincerely

*[Manager's name]*  
*[Manger's job title]*

I hereby accept the offer of employment on the terms detailed above:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

## STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

### 1. Name and address of your Employer

Name: [*Parish*]

Address:

### 2. Introduction and commencement

This statement sets out the terms of your employment with the Employer as at the date specified in the attached Particulars which are required to be given to you under the Employment Rights Act 1996. Further details are provided in the Particulars. In the event of any conflict between this statement and the Particulars then the Particulars shall prevail.

Your employment began/will begin on the date stated in the Particulars. No employment with any previous employer counts as part of your period of continuous employment.

It is a condition of your employment that:

- 2.1 you hold at all times valid and up to date qualifications and licences (including driving licence) as notified to you by the Employer from time to time and any failure to do so may result in disciplinary action being taken against you including summary dismissal;
- 2.2 you are free from any restriction or other limitation on your ability and right to perform the duties assigned to you (including duties of confidentiality and the right to work in the United Kingdom) pursuant to your position as set out in clause 2.1 above; and
- 2.3 the contents of any curriculum vitae supplied, and any representation or statements made, by you to the Employer before commencement of your employment are and remain true.

### 3. Job title

The title of the job which you are employed to do is set out in the Particulars. Your normal duties are as outlined in the job description provided to you, but may be altered by the Employer at its discretion. In addition to your normal duties, you may be required to undertake additional or other duties as necessary to meet the needs of the Employer's business.

### 4. Probationary period

The first [*three*] months of your employment will be probationary. During the first four weeks of your probationary period your employment may be terminated without notice. After four weeks and for the remainder of the probationary period one week's notice given in writing is required.

The Employer may at its discretion, extend the probationary period for a further three months.

## **5. Place of work**

Your normal place of work will be as notified to you in the Particulars but you may be required to work at any of the Employer's (or its clients) premises as notified to you from time to time. You will be given as much notice as possible of any changes to the place you are required to report for work. The Employer's address is as stated above. The Employer shall not be required to reimburse your travelling expenses to or from work or from site to site unless previously agreed in writing. For the avoidance of doubt any time spent travelling does not form part of your working hours for the Employer.

## **6. Salary/Wages**

You will be paid a basic salary/wages at the rate stated in the Particulars. Payments are made monthly in arrears, through your bank account. Salary entitlement is deemed to accrue on a daily basis. Your salary will be reviewed at the sole discretion of the Employer on an annual basis. If any increment is given it takes effect from 1 April and any cost of living increase takes effect from 1 April. Further details are contained in the Staff Handbook. Any subsequent increase will be notified in writing.

You are paid solely according to the hours that you work and you are required to co-operate with any systems the Employer may at its discretion introduce to measure and/or confirm working hours.

## **7. Normal hours of work**

Your normal hours and days of work are as set out in the Particulars. The Employer reserves the right to reduce or extend your normal hours, or to transfer you to other shifts having regard to the general demands of the organisation, giving as much notice as is reasonable or practicable. You may be required to work additional hours for example to attend evening meetings and other events. Time off may be taken equivalent to these additional hours, by arrangement with your line manager.

The Employer reserves the right temporarily to lay you off without pay on giving you as much advance notice as it can reasonably give if, in the Employer's opinion, it becomes necessary to do so.

You hereby agree that the 48 hour limit to your average working week under the Working Time Regulations 1998 (as amended) will not apply to you unless or until the expiry of three (3) months written notice from you to the Employer to terminate this agreement.

## **8. Holiday**

You are entitled to the statutory minimum paid annual holiday (currently twenty eight days per annum on a pro rata basis) including normal bank and public holidays. The holiday year runs from [1st January] to [31st December] in each year and your entitlement accrues pro rata should your employment start or finish during any holiday year.

No holiday arrangements should be made until the Employer has agreed to your proposed holiday dates. All holidays must be taken at a time agreed by the Employer. Not more than 10 working days holiday may be taken at one time without the Employer's prior approval.

You are required to give at least [four] weeks notice of your request for holiday leave. If your employment terminates during the holiday year you will be required to repay to the Employer any salary received in respect of holiday taken in excess of your entitlement. Any unused holiday entitlement may not be carried forward to any other holiday year.

The Employer reserves the right to require that you take any unused holiday entitlement during your notice period, even if booked to be taken at any other time.

You may be required, at the Employer's discretion, to work on a bank or public holiday. You will be entitled to take time off in lieu at such time or times agreed with the Employer.

## **9. Deductions**

The Employer has the right to deduct from your pay any sums which you may owe the Employer including, cash shortages, any overpayments or loans made to you by the Employer or losses suffered by the Employer as a result of your negligence or breach of rules.

## **10. Sickness or other absence**

If you are unable to attend work for any reason and your absence has not previously been authorised by the Employer you must inform the Employer of the fact of your absence and the full reasons for it by 10.00am (or as soon thereafter as is reasonably practicable) on each working day of absence until you have provided the Employer with a medical certificate.

If you are absent from work due to sickness or injury which continues for more than seven days (including weekends) you must provide the Employer with a medical certificate by the eighth day of sickness or injury. Thereafter medical certificates must be provided to the Employer to cover any continued absence.

Immediately following your return to work after a period of absence which has not previously been authorised by the Employer you are required to complete a Self-Certification form (available from the Employer) stating the dates of and the reason for your absence, including details of sickness on non-working days as this information is required by the Employer for calculating Statutory Sick Pay entitlement. Self-Certification forms will be retained in the Employer's records.

Subject to compliance with the Employer's notification requirements during any period of absence due to sickness or injury you will be paid:-

- (a) Statutory Sick Pay in accordance with the provisions of the Social Security Contributions and Benefits Act 1992. For Statutory Sick Pay purposes your qualifying days are Monday to Friday.
- (b) Such further sum or sums as the Employer may in its discretion decide. Any such payment may be discontinued and/or varied at any time by the Employer.

The Employer reserves the right to require you to be examined at any time by an independent doctor at its expense and to cease payment of sick pay, or salary (as may be appropriate) if it is advised by the doctor that you are fit to return to work.

Any payment of sick pay (whether statutory or otherwise) is to be treated as a loan repayable by you to the Employer in the event that you are awarded damages or compensation or make any settlement with a third party as a result of any actionable negligence or other claim which caused, or contributed to your absence from work.

If you are absent from work or prevented from carrying out your normal duties for any reason (excluding maternity leave and annual and public holidays) for a period or periods in excess of thirty working days whether consecutive or not in any period of 12 months the Employer will be entitled to terminate your employment at any time by written notice on the date specified in the notice.

More information can be obtained in the Staff Handbook.

## **11. Pension**

The Employer holds a contracting out certificate under the Pension Schemes Act 1993 in respect of your employment.

Details of membership and benefits and conditions of the Employer's Pension Scheme are available in the Staff Handbook. The Employer reserves the right to make changes to scheme benefits, scheme provider and to make any other changes to your pension entitlements as it may determine.

## **12. Trade Unions**

No collective agreement directly affects the terms and conditions of your employment.

## **13. Notice of termination of your employment**

If your employment continues after the end of your probationary period the period of notice to be given in writing by the Employer or by you to terminate your employment is:

- (1) one week's notice if you have been continuously employed for less than two years; and then

- (2) one week's notice for each completed year of continuous service up to a maximum of 12 week's notice after 12 years continuous service.

The Employer reserves the right to pay salary/wages (at the rate payable under clause 6 above) in lieu of notice and reserves the right at its discretion to terminate your employment without notice or payment in lieu of notice in appropriate circumstances, including gross serious or persistent misconduct by you.

Once notice of termination has been given, whether by you or by the Employer, the Employer may at any time and for any period(s) require you to cease performing your job and/or exclude you from entering any of the Employer's or any customer's site or premises. During such period the Employer will continue to pay your salary and provide all benefits to which you are entitled under this agreement.

#### **14. Disciplinary and grievance procedures**

The grievance and disciplinary procedures applicable to your employment are to be found in the Employer's Grievance and Disciplinary Procedures in the Staff Handbook which may be amended from time to time. The Grievance and Disciplinary Procedures do not form part of your contract of employment and are intended for guidance purposes only.

The Employer expressly reserves the right to discipline you by way of transfer, suspension, demotion, loss of seniority, loss of increment or bonus or deduction from your pay (in whole or part) at the Employer's discretion.

#### **15. Expenses**

Subject to prior approval of any expense to be incurred (save in the case of emergency) the Employer will reimburse you all expenses properly incurred by you in the proper performance of your duties, provided that on request you provide the Employer with such vouchers or other evidence of actual payment of such expenses as the Employer may reasonably require. More details are contained in the Staff Handbook.

#### **16. Acceptance of gifts**

You may not without prior written consent of the Employer accept any gift and/or favour of whatever kind of a value in excess of £50.00 from any customer, client or supplier of the Employer or any prospective customer, client or supplier of the Employer.

#### **17. Other Employment**

You must devote the whole of your time, attention and abilities during your hours of work for the Employer to your duties for the Employer. You may not, under any circumstances, whether directly or indirectly, undertake any other duties, of whatever kind, during your hours of work for the Employer.

You may not without the prior written consent of the Employer (which will not be unreasonably withheld) engage, whether directly or indirectly, outside your hours of work for the Employer in any business or employment which is similar or in any way connected to or competitive with the business of the Employer in which you

work or which could or might reasonably be considered in the opinion of the Employer to impair your ability to act at all times in the best interests of the Employer.

You must notify the Employer of any work (and the hours involved) undertaken by you outside of your work for the Employer whether such work is paid or otherwise.

## **18. Confidentiality**

You agree not to use, divulge or disclose to any person, firm or organisation; (except as required by your employment) any confidential information relating to the business finances or affairs of the Diocese. This restriction extends after the termination of your employment for any reason without time limit but does not apply to information which is or comes into the public domain otherwise than through your unauthorised disclosure

You must not remove any documents, or tangible items machinery tools or equipment which belongs to the Employer or which contain any confidential information from the Employer's premises at any time without proper advance authorisation.

You must return to the Employer upon request and, in any event, upon the termination of your employment, all documents and such tangible items which belong to the Employer or which contain or refer to any confidential information and which are in your possession or under your control.

## **19. Qualifications and Licences**

It is a condition of your employment that you hold at all times valid and up to date qualifications and licences (including driving licence) as notified to you by the Employer from time to time and any failure to do so may result in disciplinary action being taken against you including summary dismissal.

## **20. Positive work environment**

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

This extends to conduct outside the work place and includes behaviour such as suggestive comments, offensive or obscene language and jokes. The essential characteristic of harassment is that it is unwanted by the recipient and you are cautioned to be sensitive to the reactions of others to your conduct. Breach of this provision may lead to disciplinary action against you, including dismissal.

## **21. Health and safety at work**

It is your duty while at work to:

- (1) take reasonable care for your own and all other persons health and safety;

- (2) co-operate with the Employer in measures for health, safety or welfare;
- (3) not interfere with or misuse things provided for health, safety or welfare.

In addition to the obligations contained in health and safety rules, regulations and legislation the Employer may from time to time make rules regarding the safety of employees and ensuring a safe working environment. It is your duty to comply with all such rules.

You are also required to comply in all regards with all rules relating to health and safety relevant to the site at which you are working from time to time including medical examination, blood, urine and drink and drug testing.

Failure to comply with any of these obligations may result in disciplinary action against you, including summary dismissal

## **22. Third Party Rights**

No person other than a contracting party may enforce any provision of this contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **23. Changes to your terms of employment**

The Employer reserves the right to make reasonable changes to any of your terms and conditions of employment. You will be notified of minor changes of detail by way of a general notice to all employees and any such changes take effect from the date of the notice. You will be given not less than one month's written notice of any significant changes which may be given by way of an individual notice or a general notice to all employees. Such changes will be deemed to be accepted unless you notify the Employer of any objection in writing before the expiry of the notice period.

## **24. Data Protection**

For the purposes of the Data Protection Act 1998 you consent to the processing of all or any personal data (in manual, electronic or any other form) relevant to your employment, by the Employer and/or any agent or third party nominated by the Employer and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data.

## **25. Variation**

Any amendment or variation to this Agreement must be in writing and signed by both parties.

## **26. Important General points**

You must promptly notify the Employer of all relevant information and any changes including your address, telephone numbers and bank account details.

You agree and authorise the Employer to make such enquiries as may be necessary (including with former employers) to establish your entitlement to Parental Leave.

You also agree and authorise the Employer to hold information concerning you (including personal information) as part of the Employers administration of your employment and in the course of the Employers business including for marketing purposes.

I acknowledge receipt and acceptance of these terms and conditions of my employment together with the attached particulars.

..... dated.....

Employee

## SCHEDULE OF PARTICULARS

### Section 1 Employment Rights Act 1996

	PARTICULARS
Date of commencement of employment (clause 2)	*
Job title (clause 3)	*
The place of work (clause 5) (If blank the Employer's address at clause 1)	
Basic Salary (clause 6)	*£ _____ per annum payable monthly in arrears
Pay Scale	_____ (Clause 6)
Hours of work (clause 7)	* ___ a.m. to ___ p.m. Monday to Friday excluding bank and public holidays. 1 hour for lunch to be taken between 12 noon and 2 p.m. as agreed from time to time with the Employer.
Holidays (clause 8) (If blank, statutory holiday only)	* _____ working days
Sick Pay Provisions (clause 5) (If blank, statutory sick pay only)	Full pay for first _____ working days of absence in any consecutive 12 month period and thereafter half pay for the next _____ working days subject to a total of _____ days absence, whether consecutive or not, during any 12 month period consecutive.
Notice Periods (clause 13) (If blank, statutory notice only)	

\* must be completed.

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**Amendment/Variation to a Contract of Employment****[Parish Letterhead]**

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Your Contract of Employment

Dear [Name]

Further to your recent request, I am writing to confirm that your contractual hours of work will reduce [*increase*] from [*number*] to [*number*] hours per week with effect from [*date*].

Your salary will be amended on a pro rata basis, giving a new actual salary of £[*amount*].

All other terms and conditions of your Contract remain the same.

This letter confirms our agreed change to your Contract of Employment and should be attached to it.

Yours sincerely

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**[Name of Parish]**

Thank you for considering volunteering to work on one of our projects. There follows some basic information about how our volunteering works.

**1. Organisation**

You have kindly agreed to volunteer for [*name of Project*]  
[*Address of project office*]  
[*Address*]  
[*Address*]  
[*Postcode*]

**2. Nature and purpose of voluntary work**

Your voluntary work will involve [*details*]. Further details of the role of our volunteers are set out in the project description attached to this statement.

Volunteers on this project are supervised by [*Manager's title*] and any particular tasks may be set by that person in order to co-ordinate volunteers and others taking part in our projects. You may be asked to cover for or assist on other projects. There is no obligation on you to do so but it may help us, and we hope you will find the volunteering experience more enjoyable, if you can be flexible

**3. Date of Commencement**

Volunteer work will be available for you from [*date*].

We hope that you are able to volunteer to be with us for at least six months [*or other period of time*], but we realise that as a volunteer you may choose not to do this or to finish your volunteer work at any time.

**4. Place of Volunteering**

To start with, please would you go to [*place*] where we will look to provide you with more information about the Project and the role of our volunteers. From there we can direct you to any particular location where you will work as a volunteer. Your volunteer work may require you to go to different locations but we will aim to give you as much prior notice as we reasonably can if there are any changes, for example to cover for or assist other workers/projects.

## **5. Reimbursement of expenses**

You may claim the reimbursement of expenses incurred which have been pre-authorised by [*Manager's title*]. A Volunteer Expenses Claim should be submitted to [*Manager's title*] together with the receipts. Mileage incurred may also be claimed at the standard rate in the same way.

## **6. Hours of Availability**

You have agreed to be available for voluntary work on [*days and times*]. Please note that this is only intended to give us some idea of your availability so that we can co-ordinate and manage our work.

If you are unavailable for any of these sessions or want to change days or times then please speak to [*Manager's title*]. If you are unavailable we ask that you give as much advance notice as possible in order that we may try to arrange alternative cover for the tasks.

## **7. Ending this Arrangement**

Should you wish to stop volunteering, or want to work on any other project we may have then please speak with [*Manager's title*]. You can stop volunteering at any time but we would appreciate as much advance notice as you can give us so that we can look to make any other arrangements to support the project you have been volunteering with.

Should we wish to end this arrangement we will discuss this with you.

## **8. Arrangements if there are problems**

From time to time there may be problems, or you may have concerns about matters such as:

- your role;
- others who volunteer or work with the project;
- any of our projects;
- something that you may have seen or heard.

Projects may include work with children or young or vulnerable adults. It is important that you speak with [*Manager's title*] about anything that may concern you. If you cannot speak to them for any reason, please talk to [*one of our Trustees*] or any other manager.

In the same way there may be some concern in relation to your role which we may want to talk to you about and ways that we can work together to overcome any problems. This can include, where relevant, any suitable training which may assist you in your volunteer work for the project.

However, if we can't work things out between us then sometimes it is better if we agree to end the volunteering arrangement we have. This arrangement can be ended at any time by you or by us.

**9. Return of property on Leaving**

On request, and in any event when your period of volunteering comes to an end, you are required to return to the [Manager's title] any of our property which you may have or have been given, including any keys, computer equipment and software including discs and all documents (and any copies).

**10. Rules for volunteering**

We do ask that you read and abide by our objectives, our equal opportunities policy, health and safety policy and other rules relating to conduct (including confidentiality) whilst you represent us as a volunteer and take any part in our project work.

Copies of any relevant rules are available from [Manager's title].

This statement is not intended to create any legal obligations between us and does not give rise to any employment relationship

Date issued .....

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

[Name of Parish]

Volunteer Expenses Claim Form

Name of volunteer: \_\_\_\_\_

Address: \_\_\_\_\_

Expenses for the month of \_\_\_\_\_

Date of expenditure	Expense details	Miles claimed	Amount £

Total

Signature of Volunteer: \_\_\_\_\_

Authorised by: \_\_\_\_\_

**D1**  
**Notice of Disciplinary Meeting**

[Parish letterhead]

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Disciplinary meeting

Dear [name]

I am writing to tell you that you are required to attend a disciplinary meeting with [name and job title] on [day and date] at [time] at [place of meeting]. At this meeting the question of disciplinary action against you, in accordance with the attached policy, will be considered in regard to the following: [details of problem]. [I confirm that one of the sanctions which may be considered is dismissal from employment.] These issues are considered to be serious and it is important that you co-operate with this procedure.

You do have the right to send me a written statement in advance of the hearing if there are any matters which you want me to take into consideration. The written statement can include anything that you may want to say during our meeting concerning the issues I have outlined above.

Also if there are any documents or other papers that you may want to refer to during the meeting please let me have a copy in advance so that I can ensure that these are available. If you feel that any witnesses may help you please let me know who they are so that suitable arrangements (for example to arrange for time off or for access) can be made.

The purpose of our meeting is to provide you with the opportunity to respond to the issues I have outlined above and to explain your position. Due consideration will be given to any factors or explanations which you raise when considering what decision may follow and what, if any, disciplinary sanctions are to be imposed.

You have the right to be accompanied at the meeting by another work colleague or trade union representative. Should you wish to be accompanied please let me know the name of the person who will be accompanying you at least 24 hours before the meeting is to take place.

If you, or your companion, are unable to attend the meeting, please let me know as soon as possible so that an alternative meeting may be arranged. You are required to take all reasonable steps to attend. Failure to attend without good reason could result in the meeting being held and a decision taken in your absence.

Yours sincerely

[Name of person signing letter]

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**[Parish letterhead]**

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Appeal meeting

Dear [name]

You have appealed against the [written warning / final written warning] confirmed to you in writing on [date].

The appeal will be heard by [names of those on panel] on [day and date] at [time] at [place of meeting].

You are entitled to be accompanied by a work colleague or trade union representative.

The decision of this appeal hearing is final and is the final stage in the disciplinary process.

Yours sincerely

[Name of person signing letter]

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**[Parish letterhead]**

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Notice of result of appeal against dismissal

Dear [name]

You appealed against the decision of the disciplinary hearing that you be [*dismissed / subject to disciplinary action*]. The appeal hearing was held on [date].

The panel made the following findings:

[list grounds of appeal and panels response

*e.g. You appealed on the grounds that you felt that the decision was 'over the top/too severe'. The panel took account of your concerns but are of the view that the matter raised were of a serious nature and the circumstances warrant and support the decision which was taken. However taking account of the further information as set out in your appeal and having given due regard to your length of service and previous clear record the panel were minded to overturn the decision and in its place impose a [final] written warning, which will remain on your file for future reference for at least 12 months (and may be taken into account for other purposes (for example redundancy selection) without limit)*

I am writing to confirm the decision of the panel who conducted the appeal hearing. The decision to [details of sanction] stands / the decision to [details of sanction] has been revoked [include details of any new (lesser) disciplinary action to be applied].

*e.g. As above the written warning will remain in place for at least 12 months. In consequence you are re-instated with immediate effect back dated to [date of dismissal].*

You have now exercised your right of appeal under the disciplinary procedure and this decision is final.

Yours sincerely

[Name of person signing letter]

[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]

**[Parish Letterhead]**

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Disciplinary warning

Dear [name]

You attended a disciplinary meeting on [day and date]. I am writing to confirm the decision taken that you be given a [written warning / final written warning] under the [first / second] stage on the disciplinary policy.

This warning will be placed on your personnel file but will be disregarded for disciplinary purposes after a period of [number of months] months, provided that your performance reaches a satisfactory level / conduct improves. This warning may be taken into account in the future, for example as relevant criteria in determining redundancy selection. Further details are set out in the Staff Handbook..

The nature of the unsatisfactory performance or conduct was [details].

The performance or conduct improvement expected is [details].

The timescale within which the improvement is required is [details].

The likely consequence of further misconduct or insufficient improvement is [final written warning / dismissal].

You have the right to appeal against this decision in writing to [nominated person] within 5 [or other number] days of receiving this disciplinary decision.

Yours sincerely

[Name of person signing letter]

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

## Notice of Forthcoming Retirement Letter (Long)

### [*Parish Letterhead*]

[Name]  
 [Address]  
 [Address]  
 [Address]  
 [Postcode]

[date]

Dear [employee name]

### **Notification of Forthcoming Retirement Date**

On [enter date] you will reach the organisation's retirement age of [65]. As you know, it is the Parish's policy that employees should normally retire when they reach this age. We are therefore proposing to terminate your employment on this date by reason of retirement.

You do, however, have the right to request to continue working beyond your retirement age (for any reason). This right is to submit a request to continue working. It is not a right to be allowed to continue working on demand. Management will view all requests seriously and sympathetically and will give them full and objective consideration.

If you decide to submit a request to continue working, you should notify [*nominated person*] in writing no later than six weeks before your proposed retirement date, stating whether you wish to continue working indefinitely or for a specified limited period. In the latter case, you should specify the precise period for which you wish to continue working.

If you do submit a request to continue working, we will invite you to attend a meeting to discuss your request and will also consider the business and other relevant circumstances of your employment before reaching a decision. You will be notified of the organisation's decision as soon as is reasonably practicable after the meeting. If your request is refused, you will be granted the right of appeal against the decision.

If you have any queries relating to your proposed forthcoming retirement, please notify [*nominated person*].

### **[include the following paragraph if appropriate]**

As you are probably aware, we encourage our employees to join a pre-retirement courses, and one reason for writing to you now is to invite you to attend the next one, to be held on [enter date] at [enter time]. I hope you will take this opportunity - the courses are informal and enjoyable as well as practical and informative.

### **[include the following paragraph if appropriate]**

We would like to mark the occasion with a function close to your leaving date, and you might like to give some thought at this stage as to what type of event you would prefer and who you

would like to invite. We hope your [*enter wife/husband/partner/members of your family*] will be able to attend.

**[include the following paragraph if appropriate]**

We would very much like to present you with a retirement gift, and wondered if you have any suggestions as to what you would particularly appreciate. Our gift can be to the value of £[*enter value*].

**[include the following paragraph if appropriate]**

We will contact you shortly to discuss your pension entitlements and the options open to you. If you have any concerns in this area, please feel free to contact me, as it is important to make sure that all arrangements for the payment of your pension have been completed before you leave.

Our payroll department will also be writing to you nearer the time with a detailed breakdown of the final amount due to you.

**[include the following paragraph if appropriate]**

I also enclose details of our retirement association, which organises many social events for retired employees and acts to represent their views to the organisation on matters of mutual concern.

Thank you for all your work on behalf of the Parish. I would like to take this opportunity to wish you a long, happy and healthy retirement.

Yours sincerely

[*Signatory Name*]  
[*Job title/Department*]

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**Notice of Forthcoming Retirement Letter (short)**

**[Parish letterhead]**

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Notification of retirement date

Dear [name]

According to our records, you will reach the age of 65 on [date] and in accordance with the Parish's policy you are due to retire on [date].

You have the right to make a request to work beyond your retirement age. Should you wish to make this request you must do so, in writing, no earlier than 6 months and no later than 3 months before your expected retirement date of [date].

Please do not hesitate to contact me if you would like any further information or if you have any queries.

Yours sincerely

[Name of person signing letter]

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

## Invitation to a Duty to Consider Meeting

*[Parish letterhead]*

*[Name]*  
*[Address]*  
*[Address]*  
*[Address]*  
*[Postcode]*

*[Date]*

Re: Request to work beyond retirement date

Dear *[name]*

Thank you for your letter advising me that you wish to exercise your right to request working beyond your retirement date of *[date]*.

You are invited to attend a meeting to discuss your request on *[day and date]* at *[time]* at *[place of meeting]*.

You have the right to be accompanied at the meeting by a colleague. Should you wish to be accompanied please let me know the name of the person who will be accompanying you at least 24 hours before the meeting is to take place.

In the meantime should you require any further information, please do not hesitate to contact me.

Yours sincerely

*[Name of person signing letter]*

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**Outcome of Duty to Consider Meeting (refusal)****[Parish letterhead]**

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Outcome of meeting to consider working beyond retirement date

Dear [name]

Further to the meeting on [date] I am writing to advise you that your retirement date of [date] stands and that your employment will end on that date by reason of retirement.

Should you wish to exercise your right to appeal against this decision you should set out your reasons for the appeal, in writing, to [name of person] within [two or other length of time] weeks of the date of this letter.

Yours sincerely

[Name of person signing letter]

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**Outcome of Duty to Consider Meeting (acceptance)**

**[Parish letterhead]**

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Outcome of meeting to consider working beyond retirement date

Dear [name]

Further to the meeting on [date] to discuss your request to work beyond your normal retirement date, I am writing to advise you that your request has been granted. Your new date of retirement will now be [date] and you will continue in your role of [job title].

For information on how this may affect your pension, please contact [name], [job title], on extension [number].

Yours sincerely

[Name of person signing letter]

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

## Invitation to Appeal meeting

[Parish letterhead]

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Request to work beyond retirement date

Dear [name]

Thank you for your letter dated [date] in which you have appealed against the decision not to allow you to work beyond your normal retirement date.

You are invited to attend an appeal meeting on [day and date] at [time] at [place of meeting]. You have the right to be accompanied at the meeting by a colleague. Should you wish to be accompanied please let me know the name of the person who will be accompanying you at least 24 hours before the meeting is to take place.

In the meantime should you require any further information, please do not hesitate to contact me. I should be grateful if you could confirm your attendance at this meeting by no later than [date].

Yours sincerely

[Name of person signing letter]

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**Outcome of Appeal (decision stands)****[Parish letterhead]**

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Request to work beyond retirement date

Dear [name]

Further to the meeting on [date] in which you appealed the decision not to allow you to work beyond your normal retirement date I am writing to advise that [*the appeal panel, or as appropriate*], having considered your appeal, has upheld this decision and still intends you to retire as planned on [date].

Yours sincerely

[Name of person signing letter]

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**Outcome of Appeal (decision overturned)**

**[Parish letterhead]**

[Name]  
[Address]  
[Address]  
[Address]  
[Postcode]

[Date]

Re: Request to work beyond retirement date

Dear [name]

Further to the meeting on [date] in which you appealed the decision not to allow you to work beyond your normal retirement date I am writing to advise that this decision has been overturned and your request to work beyond your normal retirement date has been granted.

Your new date of retirement will now be [date] and you will continue in your role of [job title].

For information on how this may affect your pension, please contact [name], [job title], on extension [number].

Yours sincerely

[Name of person signing letter]

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*

**IMPORTANT NOTICE.**

This communication contains information which is confidential and may also be privileged. It is for the exclusive use of the intended recipient(s).

If you are not the intended recipient(s) please note that any form of distribution, copying or use of this communication or the information in it is strictly prohibited and may be unlawful.

If you have received this communication in error please return it to the sender.

Any views or opinions expressed by the author of this email do not necessarily represent those of the [*Parish*].

Please consider the environment - do you really need to print this email?

*[This is only an example and you will need to make any changes necessary to fit your particular circumstances. You may need to take advice in completing this document]*