



# Working for God with us

## Personnel Principles and Practices at St Mary's Church, Lutterworth

### 1 Introduction

St Mary's Church, Lutterworth is a Christian organisation, believing in the good news that Jesus Christ is the Saviour and Lord of the World. We believe that this good news is for everyone and that we exist to share our faith with others and to serve those around us, just as Jesus did.

We promote Christianity through a variety of activities, regular public worship and events for all ages, we provide buildings and a churchyard, which are open to the public for prayer & contemplation, we conduct pastoral work with those in need, take assemblies and activities in local schools, run a foodbank and support other charities in the UK and overseas.

In doing so, we work under the authority of the Diocesan Bishop and co-operate with Licensed Clergy, Lay Readers and Lay Assistants. We may also from time to time employ, contract with, or authorise and appoint volunteers to help us to carry out our mission.

As a constituted charity, registered in England and Wales, no 1134507, St Mary's Lutterworth PCC (Lutterworth PCC) will adhere to relevant employment law, charity regulations and is committed to following best practice in recruitment and the treatment of all those who share in our mission.

This document, which has been developed with reference to the Diocese of Leicester Parish Staff Handbook sets out how Lutterworth PCC seeks to achieve this aim.

The Rector and Churchwardens are responsible for ensuring that the principles and practices set out in this document are applied and may fulfil these requirements by delegating specific responsibilities to various PCC-approved Officers.

The Rector and Churchwardens have the primary responsibility for working with the Diocese in all matters relating to recruitment, employment, treatment and management of Clergy, Lay Readers and Lay Assistants who are licensed or in training.

The Business Management Team (Team) has delegated authority to act in all matters relating to recruitment, employment, treatment and management of Lutterworth PCC employees, contractors and volunteers. This Team shall consist of the Rector, Churchwardens, Payroll Officer

and any additional PCC members approved by the PCC; and shall consult other PCC Officers as required e.g. the Safeguarding Officer where roles relate to child safeguarding/vulnerable adults, or the other staff where appropriate.

The Team shall take direct responsibility for the preparation of any proposals relating to the employment of staff or contractors, which shall then be taken to Standing Committee or full PCC for approval as appropriate. If approved the Team shall carry out the appointment process and identify an appropriate line manager.

The Team shall also oversee the recruitment of volunteers or trainees and appoint/delegate appropriate supervisors for such roles

The Team will ensure that appropriate management, support, reviews and appraisals are undertaken for all paid staff, trainees and volunteers.

## 2 Scope and Range

The responsibilities of the Diocese (D) and/or Lutterworth PCC (P) for personnel are set out in the tables following.

Table 1 indicates responsibilities associated with the engagement and employment of personnel.

Table 2 indicates responsibilities associated with management of personnel.

In some cases the responsibility may be shared with either the Diocese taking the lead (D/P) or Lutterworth PCC taking the lead (P/D).

In complex cases Lutterworth PCC should seek the support and advice from the Diocese.

Table 1: Responsibilities for Personnel – Engagement and Employment										
Personnel	Responsibilities									
	Job Description/Role	Selection	Employer	Contract of Employment	Working Agreement	PAYE and NI	Pension	Job Related Insurance	Accommodation	Expenses
<b>Rector</b>	D	D/P	D	D	-	D	D	P	D	P
<i>Associate Minister</i>	P/D	D/P	tba	tba		tba	tba	P	tba	P
<b>Curate</b>	P/D	D/P	D	D	-	D	D	P	D	P
<b>Ordinand</b>	P/D	D/P	D	D	-	D	D	P	D	P
<b>Licensed Lay Reader</b>	P/D	P/D	-	-	?	-	-	P	-	P
<b>Lay Reader in Training</b>	P/D	P/D	-	-	?	-	-	P	-	P
<b>Licensed Pastoral Workers</b>	P/D	P/D	-	-	?	-	-	P	-	P
<b>Pastoral Workers in Training</b>	P/D	P/D	-	-	?	-	-	P	-	P
<b>PCC Employees</b>	P	P	P	P	-	P	P	P	-	P
<b>Ministry Trainees</b>	P	P	-		P	-	-	P	P	P
<b>Regular Volunteers</b>	P	P	-		P	-	-	P	-	P
<b>Occasional Adult Volunteers</b>	P	P	-		P	-	-	P	-	P
<b>Occasional Youth Volunteers</b>	P	P	-		P	-	-	P	-	P
<b>PCC Contractors</b>	P	P	P	P	-	-	-	?	-	?

Table 2: Responsibilities for Personnel – Management							
Personnel	Responsibilities						
	Line Management	Safeguarding	HS&E	Training	Coaching	Disciplinary Procedure	Grievance Procedure
Rector	D	D	P	D	D	D/P	P/D
<i>Associate Minister</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P/D</i>	<i>P/D</i>	<i>D/P</i>	<i>P/D</i>
Curate	P	P	P	P/D	P/D	D/P	P/D
Ordinand	P	P	P	P/D	P/D	D/P	P/D
Licensed Lay Reader	P	P	P	P/D	P/D	D/P	P/D
Lay Reader in Training	P	P	P	P/D	P/D	D/P	P/D
Licensed Pastoral Workers	P	P	P	P/D	P/D	D/P	P/D
Pastoral Workers in Training	P	P	P	P/D	P/D	D/P	P/D
PCC Employees	P	P	P	P/D	P/D	D/P	P/D
Ministry Trainees	P	P	P	P	P	P	P
Regular Volunteers	P	P	P	P	P	P	P
Occasional Adult Volunteers	P	P	P	P	P	P	P
Occasional Youth Volunteers	P	P	P	P	P	P	P
PCC Contractors	P	?	P	P	P	?	?

### 3 Christian Faith

All those engaged with us in Christian ministry and related support work are expected to make efforts to understand and appreciate the Christian foundation of Lutterworth PCC and are in sympathy with and willing to support Christian ministry and mission.

Some of the roles within our organisation will have occupational requirements regarding personal views and religion. These will be made clear when a role is advertised and will be explained before an appointment is made.

For those in roles directly involving strategic church leadership, teaching the bible, pastoral counselling or prayer (Ministry staff) there is an occupational requirement that they be practising

Christians, earnestly and wholeheartedly committed to following Jesus.

## 4 Equal Opportunities

Lutterworth PCC is committed to the principle of equal opportunity in **ministry and** employment. Accordingly, recruitment, selection, training, development and promotion should result in no **volunteer**, job applicant or employee receiving less favourable treatment because of a protected characteristic i.e. race, colour, nationality, ethnic or national origin, religion or belief (unless there is a genuine occupational requirement for the postholder to be a communicant member of the Church of England or of Churches in full communion therewith), disability, trade union membership or non-membership, sex, sexual orientation, pregnancy and maternity, gender reassignment, marriage/civil partnership, age, or on the basis of being a part-time or fixed term worker.

Any **volunteer** or employee who considers that they are a victim of discrimination should raise the issue through the Grievance Procedure.

Where a role is required to be held by a Christian because of a Genuine Occupational Requirement, this will be clearly documented on the role description and job advert

## 5 Recruitment, Selection and Appointment of Personnel

### 5.1 Roles and Role Descriptions

All employees and contractors will have a Role Description outlining their role. This document may be reviewed and updated over time to better reflect the needs of the organisation.

The Role Description is not to be regarded as exhaustive and employees may be required to perform other and/or additional duties as agreed with the line manager from time to time.

## 6 Care

Employees, trainees and volunteers and all within our church community are required to exercise care of themselves and others.

### 6.1 Safeguarding

Anyone who is involved in leading, supervising or helping with church activities should be aware of and follow requirements of the PCC 'Caring for All' document which covers best practices in safeguarding, health and safety and safeguarding. All Members of the PCC and all employees are required to read and sign their commitment to 'Caring for All'.

All employees, trainees and volunteers must undergo annual safeguarding training.

For certain roles employees, trainees and volunteers will be required to be subject to an enhanced check with the Disclosure and Barring Service and this check must be renewed every five years.

### 6.2 Health and Safety

### **6.2.1 Access to Premises**

### **6.2.2 Setting-Up and House Keeping**

### **6.2.3 Hygiene, Food and Drinks**

### **6.2.4 Lone Working**

### **6.2.5 Insurance**

## **6.3 Confidentiality, Information and Data Security**

## **7 Support**

### **7.1.1 Responsible Person**

### **7.1.2 Supervision and Line Management**

## **8 Equipping for Ministry**

We are committed to the development of all who serve the church and will seek to identify and provide appropriate opportunities, teaching, training and mentoring to equip employees, trainees and volunteers and church members for ministry in the church and community.

Ministry staff will be given time off for an annual retreat and time with a mentor/spiritual director.

### **8.1 Induction**

A well designed induction is a critical part of the employment process. By investing up front and ensuring that employees know what is expected of them and how they can best get things done, we are setting people up for success. Lutterworth PCC will work to ensure that all employees have clear objectives and that they have all the training required to perform their duties to the best of their ability. Practically, we shall also ensure that employees have the equipment available to perform their role and that they are oriented around the office and are made aware of key processes.

### **8.2 Training**

Lutterworth PCC is committed to the development of those who support our mission through activities, public worship, events and outreach. As such training will be offered to individuals or teams where this is considered appropriate for the role that they are taking.

For those involved in key areas off ministry or those who work with or are responsible for vulnerable persons, the undertaking of appropriate training will be a condition of their continuing in that particular ministry role.

Clergy, Lay Readers and Lay Assistants, either licensed or in training, and employees may need training in specific areas to enable them to full fill their role or the enhance their current and future ministries. In such cases the line manager may agree addition, time away from work and/or financial support.

### 8.3 Coaching

The development of those who support our mission can often be assisted by line managers and supervisors providing appropriate coaching and feedback in such a way as to encourage, improve or make corrections to the way a role is performed. Coaching and feedback by a line manager should be seen as the first resort to correcting or improving an employee's performance in their role.

## 9 Rest and Reward

Working in Christian ministry can be demanding both physically, emotionally and spiritually. As part of our care for people we encourage all church members to take a least one day a week and periods of holiday for relaxation, refreshment and time with family, friends and God.

### 9.1 Annual leave

Full-time employee working 37 hours per week / 52 weeks per year will be entitled to paid holidays comprising 30 contract holiday days per year in addition to National Holidays.

Part time employees will receive a pro-rated holiday entitlement. If you work different hours per day, this entitlement will be provided in hours.

Holidays should only be booked when you have received approval from your line manager. For absences of 14 days or above, one calendar months' notice should be provided of your intention to take holidays. For absences of less than 14 days, two week's notice should be provided. If you incur costs booking a non-approved holiday, the Church will not be responsible for any refunds.

### 9.2 Salaries

We will endeavour to financially reward employed staff a fair rate for the work that they do with reference to a role description-based salary scale and will not pay anyone less than the Living Wage.

Wages and salaries will be reviewed annually with a cost of living increase usually made at the start of every calendar year.

### 9.3 Pensions

Employed staff who meet the statutory requirement for an employer's pension will be automatically enrolled in the Church Workers Pension Fund - The Church of England Pension Builder Lutterworth PCC Reference PB2014/4497. Under this scheme the Employer will contribute of 4% of salary plus 0.5% of salary for Death in Service benefits and the employee will

contribute of 4% of salary.

We will encourage employed staff who fall below the statutory threshold to consider joining this pension scheme voluntarily and when they do so the Employer and the Employee will make contributory payments into the scheme on the same basis as above.

## 10 Behaviour and Conduct

We expect all our employees, trainees and volunteers to act in line with the values and ethos of our church, irrespective of a personal Christian faith and will;

- Treat everyone with respect, especially those who are vulnerable.
- Do not talk about people behind their back.
- Be open with others, expressing concerns and complaints with honesty and humility.
- Admit mistakes and forgive willingly.
- Always tell the truth, even in the small things, with grace and gentleness.
- Don't grumble. Be encouraging wherever possible.

Inevitably, given that we are all sinners and make mistakes, employment may not always go well. We are committed to resolving issues quickly, with grace, patience and the minimum hurt possible.

Appendices 2 and 3 lay out the disciplinary and grievance policies and procedures we will follow. Our policies have been drafted in accordance with the ACAS Guide on Disciplinary and Grievances.

## 11 Employees

### 11.1 Contract of Employment

All employees will receive a contract of employment on or before their first day of employment. This document covers all the main terms of employment and if the Church intends to vary any of said terms, the Church will consult with the employee and give reasonable notice of the intention to vary terms and conditions.

### 11.2 Line Management

Every employee will have an identified Line Manager, who will be their direct supervisor, oversee their work and be the first call for support and advice. If the normal Line Manager is absent for a significant period, an interim line manager will be identified. In the absence of this arranged provision, the Lead Minister will assume the role of line manager.

### 11.3 Initial Probationary Periods

In normal circumstances, all employees shall be subject to a probationary period of three calendar



months, during or at the end of which the employment shall be terminable by either party subject to two weeks' notice in writing. A probationary review will be conducted at three months. The purpose of the review is as follows:

- To review the employee's performance over the first 3 months
- To check whether the employee has any further training needs
- To gather feedback from the employee as to how they have found working for the Church,

The manager should not save up all feedback on issues that have been raised to be given at this meeting. Instead, they should speak to the employee at the earliest possible opportunity when things go wrong to give them opportunity to improve their performance.

At the end of the probationary period, a meeting will be held with the employee to give feedback on the success of the probationary period. This meeting will lead to one of three outcomes:

- The probationary period has been successfully completed and employment is confirmed.
- The probationary period has not been successfully completed and employment is terminated with due notice.
- There are still some concerns with the employee's performance and therefore the probationary period is extended for a maximum of 3 months.

Where the probationary period has been extended, a further review meeting will be scheduled for the end of the period of extension. At this point, the decision will be made whether to confirm or terminate employment. No further extension will be permitted.

### Annual Review

All staff will undergo an annual review. This review will normally be held with the Line Manager and may also include a member of the Business Management Team.

For Ministry Staff, there will be some preparation work for this review and reasonable time will be given. For most Ministry Staff we follow the Diocese of Leicester's Ministry Development Review process and documentation.

## 12 Data Protection

### 12.1 Aim and scope of policy

This policy applies to the processing of personal data in manual and electronic records kept by **Lutterworth Church**, in connection with its human resources function as described below. It also covers **Lutterworth Church's** response to any data breach and other rights under the General Data Protection Regulation and current Data Protection Act.

This policy applies to the personal data of job applicants, existing and former employees, apprentices, volunteers, placement students, workers and self-employed contractors. These

are referred to in this policy as relevant individuals.

"Personal data" is information that relates to an identifiable person who can be directly or indirectly identified from that information, for example, a person's name, identification number, location, online identifier. It can also include pseudonymised data.

"Special categories of personal data" is data which relates to an individual's health, sex life, sexual orientation, race, ethnic origin, political opinion, religion, and trade union membership. It also includes genetic and biometric data (where used for ID purposes).

"Criminal offence data" is data which relates to an individual's criminal convictions and offences.

"Data processing" is any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Lutterworth Church** makes a commitment to ensuring that personal data, including special categories of personal data and criminal offence data (where appropriate) is processed in line with GDPR and domestic laws and all its employees conduct themselves in line with this, and other related, policies. Where third parties process data on behalf of **us, we** will ensure that the third party takes such measures in order to maintain **Lutterworth Church's** commitment to protecting data. In line with current data protection legislation, **Lutterworth Church** understands that it will be accountable for the processing, management and regulation, and storage and retention of all personal data held in the form of manual records and on computers.

## 12.2 Types of data held

Personal data is kept in personnel files or within **Lutterworth Church's** HR systems.

The following types of data may be held by **Lutterworth Church**, as appropriate, on relevant individuals:

- name, address, phone numbers - for individual and next of kin
- CVs and other information gathered during recruitment

- references from former employers
- National Insurance numbers
- job title, job descriptions and pay grades
- conduct issues such as letters of concern, disciplinary proceedings
- holiday records
- internal performance information
- medical or health information
- sickness absence records
- tax codes
- terms and conditions of employment
- training details.

Relevant individuals should refer to [Lutterworth Church's](#) privacy notice for more information on the reasons for its processing activities, the lawful bases it relies on for the processing and data retention periods.

### 12.3 Data protection principles

All personal data obtained and held by [Lutterworth Church](#) will:

- be processed fairly, lawfully and in a transparent manner
- be collected for specific, explicit, and legitimate purposes
- be adequate, relevant and limited to what is necessary for the purposes of processing
- be kept accurate and up to date. Every reasonable effort will be made to ensure that inaccurate data is rectified or erased without delay
- not be kept for longer than is necessary for its given purpose
- be processed in a manner that ensures appropriate security of personal data including protection against unauthorised or unlawful processing, accidental loss, destruction or damage by using appropriate technical or organisation measures
- comply with the relevant data protection procedures for international transferring of personal data.

In addition, personal data will be processed in recognition of an individuals' data protection rights, as follows:

- the right to be informed
- the right of access
- the right for any inaccuracies to be corrected (rectification)
- the right to have information deleted (erasure)
- the right to restrict the processing of the data
- the right to portability
- the right to object to the inclusion of any information

- the right to regulate any automated decision-making and profiling of personal data.

## 12.4 Procedures

**Lutterworth Church** has taken the following steps to protect the personal data of relevant individuals, which it holds or to which it has access:

- it appoints or employs employees with specific responsibilities for:
  - a. the processing and controlling of data
  - b. the comprehensive reviewing and auditing of its data protection systems and procedures
  - c. overseeing the effectiveness and integrity of all the data that must be protected.

There are clear lines of responsibility and accountability for these different roles.

- it provides information to its employees on their data protection rights, how it uses their personal data, and how it protects it. The information includes the actions relevant individuals can take if they think that their data has been compromised in any way
- it provides its employees with information and training to make them aware of the importance of protecting personal data, to teach them how to do this, and to understand how to treat information confidentially
- it can account for all personal data it holds, where it comes from, who it is shared with and also who it might be shared with
- it carries out risk assessments as part of its reviewing activities to identify any vulnerabilities in its personal data handling and processing, and to take measures to reduce the risks of mishandling and potential breaches of data security. The procedure includes an assessment of the impact of both use and potential misuse of personal data in and by **Lutterworth Church**.
- it recognises the importance of seeking individuals' consent for obtaining, recording, using, sharing, storing and retaining their personal data, and regularly reviews its procedures for doing so, including the audit trails that are needed and are followed for all consent decisions. **Lutterworth Church** understands that consent must be freely given, specific, informed and unambiguous. **Lutterworth Church** will seek consent on a specific and individual basis where appropriate. Full information will be given regarding the activities about which consent is sought. Relevant individuals have the absolute and unimpeded right to withdraw that consent at any time
- it has the appropriate mechanisms for detecting, reporting and investigating suspected or actual personal data breaches, including security breaches. It is aware of its duty to report significant breaches that cause significant harm to the affected individuals to the Information Commissioner, and is aware of the possible consequences
- it is aware of the implications international transfer of personal data internationally.

## 12.5 Access to data

Relevant individuals have a right to be informed whether **Lutterworth Church** processes personal data relating to them and to access the data that **Lutterworth Church** holds about them. Requests for access to this data will be dealt with under the following summary guidelines:

- a form on which to make a subject access request is available from the church office.
- **Lutterworth Church** will not charge for the supply of data unless the request is manifestly unfounded, excessive or repetitive, or unless a request is made for duplicate copies to be provided to parties other than the employee making the request
- **Lutterworth Church** will respond to a request without delay. Access to data will be provided, subject to legally permitted exemptions, within one month as a maximum. This may be extended by a further two months where requests are complex or numerous.

Relevant individuals must inform **Lutterworth Church** immediately if they believe that the data is inaccurate, either as a result of a subject access request or otherwise. **Lutterworth Church** will take immediate steps to rectify the information.

For further information on making a subject access request, contact *[insert name]*.

## 12.6 Data disclosures

**Lutterworth Church** may be required to disclose certain data/information to any person. The circumstances leading to such disclosures include:

- any employee benefits operated by third parties
- disabled individuals - whether any reasonable adjustments are required to assist them at work
- individuals' health data - to comply with health and safety or occupational health obligations towards the employee
- for Statutory Sick Pay purposes
- HR management and administration - to consider how an individual's health affects his or her ability to do their job
- the smooth operation of any employee insurance policies or pension plans.

These kinds of disclosures will only be made when strictly necessary for the purpose.

## 12.7 Data security

**Lutterworth Church** adopts procedures designed to maintain the security of data when it is stored and transported.

In addition, employees must:

- ensure that all files or written information of a confidential nature are stored in a secure manner and are only accessed by people who have a need and a right to access them
- ensure that all files or written information of a confidential nature are not left where they can be read by unauthorised people
- refrain from sending emails containing sensitive work related information to their personal email address
- check regularly on the accuracy of data being entered into computers
- always use the passwords provided to access the computer system and not abuse them by passing them on to people who should not have them
- use computer screen blanking to ensure that personal data is not left on screen when not in use.

Personal data relating to employees should not be kept or transported on laptops, USB sticks, or similar devices, unless authorised by the rector. Where personal data is recorded on any such device it should be protected by:

- ensuring that data is recorded on such devices only where absolutely necessary
- using an encrypted system — a folder should be created to store the files that need extra protection and all files created or moved to this folder should be automatically encrypted
- ensuring that laptops or USB drives are not left lying around where they can be stolen.

Failure to follow Lutterworth Church's rules on data security may be dealt with via **Lutterworth Church's** disciplinary procedure. Appropriate sanctions include dismissal with or without notice dependent on the severity of the failure.

## 12.8 International data transfers

Lutterworth Church does not transfer personal data to any recipients outside of the EEA.

## 12.9 Breach notification

Where a data breach is likely to result in a risk to the rights and freedoms of individuals, it will be reported to the Information Commissioner within 72 hours of **Lutterworth Church** becoming aware of it and may be reported in more than one instalment.

Individuals will be informed directly in the event that the breach is likely to result in a high risk to the rights and freedoms of that individual.

If the breach is sufficient to warrant notification to the public, **Lutterworth Church** will do so without undue delay.

## 12.10 Training

New employees must read and understand the policies on data protection as part of their induction.

All employees receive training covering basic information about confidentiality, data protection and the actions to take upon identifying a potential data breach.

The nominated data controller/auditors/protection officers for **Lutterworth Church** are trained appropriately in their roles under data protection legislation.

All employees who need to use the computer system are trained to protect individuals' private data, to ensure data security, and to understand the consequences to them as individuals and **Lutterworth Church** of any potential lapses and breaches of **our** policies and procedures.

## 12.11 Records

**Lutterworth Church** keeps records of its processing activities including the purpose for the processing and retention periods in its HR data record. These records will be kept up to date so that they reflect current processing activities.

## 12.12. Data Protection Officer

**Lutterworth Church's** Data Protection Officer is *[insert name]*. *[Delete as appropriate – He/She]* can be contacted at *[insert details]*.

# 13 Lay Workers and Volunteers

## 13.1 Working Agreement

## 14 Contractors

# 15 Flexible Working

## 15.1 Introduction

The Church believes that its staff members are its most valuable asset and is committed to attracting and retaining the very best talent. It also appreciates that the UK workforce is becoming increasingly diverse and includes a high percentage of parents and individuals with caring responsibilities, as well as those whose interests and aspirations impact on their

time.

The Church recognises the importance of helping its employees balance their work and home lives by offering flexible working arrangements that enable them to balance their work commitments with other priorities. In addition, the Church recognises that staffing levels must remain in line with the demands of the business at all times.

This policy aims to set out the ways in which flexible working can increase staff motivation, build better relationships between the Church and its employees, increase the rate of retention of staff, reduce absence, attract new talent, promote work-life balance and reduce employee stress. In doing so, this will improve the Church's efficiency, productivity and competitiveness.

## 15.2 The business need

Although the Church is committed to providing the widest possible range of working patterns for its workforce, both management and employees need to be realistic and recognise that the full range of flexible working options will not be appropriate for all jobs across all areas of the business.

When a request of flexible working is received, the Church will need to take in to account a number of criteria including (but not limited to) the following:

- the cost of the proposed arrangement
- the effect of the proposed arrangement on other staff
- the level of supervision that the post-holder requires
- the structure of the department and staff resources
- other issues specific to the individual's department
- an analysis of the tasks specific to the role, including their frequency and duration
- an analysis of the workload of the role.

## 15.3 Eligibility to make a request

Employees must have 26 weeks' continuous service to make a statutory request for flexible working. Employees must not have made a request for flexible working within 12 months previous to the date of their request.

Employees in all areas and levels of the Church will be considered for flexible working regardless of their age, sex, sexual orientation, race, religion or belief, disability, marital



status, pregnancy or maternity, or gender reassignment.

#### **15.4 Scope of a request**

The Church recognises that eligible employees can make a request for one of, or a combination of, the following:

- job sharing
- part time working
- annualised hours
- compressed hours
- flexitime
- term time working
- working from home

Any agreement to a request for flexible working will take effect as a permanent variation to the employee's terms and conditions, unless it is mutually agreed that this will be a temporary variation.

#### **15.5 Applying for flexible working**

The application must:

- be made in writing and state that it is an application for flexible working under the statutory right to make a request
- state whether a previous application for flexible working has been made under this procedure and, if so, when
- specify the change applied for and the proposed date for the change to become effective
- explain the effect the employee thinks the change will have on the Church and their colleagues and explain how any effect should be handled
- be signed and dated.

The application must also state whether the variation requested is made in pursuance of a reasonable adjustment under the disability discrimination provisions of the Equality Act 2010.

#### **15.6 Procedure for handling an application**

A discussion regarding the application will be held between the employee and their line manager within 28 days of the application, unless the line manager notifies the employee in writing of their agreement to the variation. The time and place of the discussion will be convenient to both the line manager and the employee.

Once a decision has been reached, the employee will be informed within 14 days of the

discussion. Where the decision is to agree to the application, the notice will specify the contract variation agreed to and state the date the variation will take effect.

Where the decision is to refuse the application, the notice will state which of the specified grounds for refusal are considered to apply and contain an explanation of why this ground applies.

An employee may appeal against the decision to refuse the application within 14 days of the decision. The notice of appeal must be in writing, setting out the grounds for appeal and sent to the senior manager.

The senior manager will discuss the appeal with the employee within 14 days after receipt of the appeal, unless the senior manager notifies the employee in writing of the decision to overturn the original decision and specifies the variation which is now agreed and the date on which it will take effect. If an appeal meeting is held, the time and place must be convenient to both the senior manager and the employee.

Within 14 days of the date of the appeal discussion, the senior manager will give the employee written notice of the appeal decision. Where the senior manager upholds the appeal, the notice will specify the contract variation agreed to and state the date on which it is to take effect.

Where the decision is to dismiss the appeal, the notice will state the grounds for the decision and contain an explanation as to why those grounds apply. The notice will also state that there is no further right of appeal.

An application for flexible working will be concluded within 3 months of the date of the application, unless an extension of time is mutually agreed.

### **15.7 Refusal of an application**

The employee will be informed of the refusal of their application in writing.

The application may be refused on one or more of the following statutory grounds:

- a burden of additional cost on the Church
- a detrimental effect on the Church's ability to meet customer demand
- an inability to re-organise work among existing staff
- an inability to recruit additional staff
- a detrimental effect on quality
- a detrimental effect on performance
- insufficient levels of work during the periods of proposed work
- a planned structural change.

### **15.8 Withdrawal of application by employee**

The employee can withdraw their application at any stage before agreement. The employee should write to their line manager stating they wish to withdraw their application.

Where the employee fails to attend a meeting or appeal meeting on more than one occasion or they refuse to provide reasonable information to allow their application to progress, without reasonable excuse, the Church will treat the application as withdrawn.

The Church will confirm the withdrawal of the application to the employee in writing.

## 15.9 Non-statutory requests for flexible working

Ineligible employees may make an informal request for flexible working. This should be made, in writing, to their line manager with information of their proposed pattern of working, the date they propose this to take effect, whether this variation is temporary or permanent, and how any negative effects of the proposed working pattern can be managed.

This request will be considered in line with the Church's operational and staffing needs.

## 16 Maternity Leave

### 16.1 Policy statement

At **Lutterworth Church**, we endeavour to ensure all women are given support and encouragement before, during, and on their return to work from maternity leave.

We aim to ensure that the employee's duties are adequately covered during maternity leave and that an effective dialogue is implemented at all stages so that employees feel fully informed about their entitlements and the process to follow.

All employees taking maternity leave are covered by this policy, including those on part-time contracts.

### 16.2 Definitions

The following terms are used within this policy:

**EWC:** The expected week of childbirth is the week, beginning on the Sunday, during which the baby's birth is expected.

**MATB1:** The maternity certificate, or form, which is provided to confirm a pregnancy and confirm the expected week of childbirth

**Qualifying week:** The 15<sup>th</sup> week before the expected week of childbirth

### 16.3 Notification requirements

Please notify us as soon as possible of your pregnancy to enable us to ensure that, where appropriate, any reasonable steps are taken to safeguard the safety of yourself and your unborn child and that you are not subject to any unnecessary risks at work.

To qualify for maternity leave we require that you provide us with written notification by the qualifying week, or as soon as reasonably practicable after this, of the following information:

- your pregnancy
- your EWC, and
- the date you wish to start your ordinary maternity leave period, which can be any time from the 11<sup>th</sup> week before the EWC.

There is a form you can use to provide this information which is available the church office.

You should also give your MATB1 to the church office. You will normally be provided with this at around the 20-week stage.

Once you have notified the church office. of your intended start date of ordinary maternity leave, we will confirm, in writing, the date that we expect you to return to work after additional maternity leave has ended. This confirmation will be sent to you within 28 days of your notification.

An informal meeting will then be arranged with the church office to discuss your entitlements and the organisational processes involved. The meeting will include discussions on the following points:

- the amount of leave you can take and the payment arrangements
- the information that we will need from you to process your maternity leave
- time off for ante-natal appointments
- risk assessments to ensure your role does not pose a risk to your, or your baby's, health and safety
- your right to return after maternity leave to the same or a similar role
- the opportunity to request flexible working and how a request should be made.

In order to ensure good communication and a smooth transition in the time leading up to maternity leave, and during the leave itself, you will be informed of the arrangements for covering your work and also for remaining in contact whilst you are on leave. We will also consult you on how to cover your workload during your leave and whether any temporary reporting arrangements need putting in place.

We would like to keep you fully informed of any news or developments at work during your leave and we will continue to send you **Lutterworth Church** newsletters and information on social events etc. We will also keep you informed of any recruitment exercises undertaken during your absence.

## 16.4 Health and safety

So that we may assess any potential risk that your role poses to your health and safety, and the health and safety of your baby, you must notify the church office as soon as you are

aware that you are pregnant. A Health and Safety Risk Assessment will be undertaken, and action taken to eliminate any risk.

This may include making adjustments to your role or, if no adjustments can be identified that will reduce or remove the risk, you will be offered a suitable alternative role for the duration of your pregnancy. In the event that alternative work cannot be found, we reserve the right to place you on suspension on full pay until you are no longer at risk. If necessary where a risk remains, these arrangements will continue for a period of six months after the birth of your child.

Please speak with the rector immediately if you are worried about your own health and safety at any time.

### 16.5 Time off for ante-natal care

You are entitled to paid time off during normal working hours to receive ante-natal care. Ante-natal care can include medical examinations, relaxation classes and parent-craft classes as advised by a medical practitioner. Time off will be provided for any time spent travelling to and from these appointments, including any waiting time.

Other than for the first appointment, you may be asked to provide an appointment card to the church office to confirm the details of the appointment.

You will receive full pay for the time taken to attend these appointments.

### 16.6 Length of maternity leave

Subject to meeting the notification requirements set out above, you are entitled to 52 weeks' maternity leave in total, broken down as follows:

- 26 weeks' ordinary maternity leave (OML), including a 2-week period of compulsory maternity leave (or 4 weeks for factory workers)
- 26 weeks' additional maternity leave (AML) that starts immediately after OML.

Unless you notify us that you wish to take a shorter period, the **Lutterworth Church** will automatically assume you are taking your full entitlement to 52 weeks and will write to you to confirm your expected return date.

During periods of OML and AML, you remain entitled to receive your normal contractual terms and conditions of employment that you would have received had you not taken this leave, with the exception of remuneration. This will include contractual benefits, subject to the terms of these benefits.

## 16.7 Commencing maternity leave

You can start maternity leave at any time from the beginning of the 11<sup>th</sup> week before the EWC until the date of birth. You are required to inform of us of the date you intend to start leave however you may change this date so long as you provide at least 28 days' notice of this change. Any application for a date change should be made in writing to the church office.

Compulsory maternity leave commences on the day after the childbirth occurs. Its purpose is to ensure that you have at least a two-week period of leave (or four weeks for factory workers) after the birth of your baby.

There are two incidences in which the maternity leave period is triggered automatically:

- Where childbirth occurs before the OML would otherwise commence. If this occurs, please notify us, in writing as soon as is reasonably practicable after the birth, of the date on which you gave birth. Your maternity leave period will begin automatically on the day following the date of the birth.
- Where you are absent from work, wholly or partly due to your pregnancy, after the beginning of the fourth week before the EWC. If this occurs, please notify us, in writing as soon as is reasonably practicable, that your absence from work is wholly or partly due to your pregnancy and the start date of this absence. In these circumstances, the **Lutterworth Church** may require that your maternity leave period begins on the day following the first day of such absence.

Once you have notified the church office that your OML period has been triggered due to premature absence or premature childbirth, we will confirm, in writing, the date that we expect you to return to work after the AML period has ended. This confirmation will be sent to you within 28 days of your notification.

## 16.8 Shared parental leave

You may be entitled to take shared parental leave and you should refer to our shared parental leave policy for further information on entitlements, eligibility and notice requirements.

## 16.9 Maternity pay

Dependent upon your length of service, you may be entitled to receive statutory maternity pay (SMP). If you do not qualify for such a payment, you may, dependent upon your circumstances, be eligible to receive state maternity allowance. In these circumstances, we will provide you with the form SMP1 within seven days of determining that you do not qualify.

You will qualify for SMP if you meet the following criteria:

- you have been continuously employed with us for at least 26 weeks' by the qualifying week
- your average weekly earnings are not less than the lower earnings limit relevant for national insurance purposes
- you are still pregnant at the 11th week before the EWC or have given birth by that time and
- you have complied with the relevant notification requirements.

The period for which SMP may be paid is called the maternity pay period. The maternity pay period may start at any time from the start of the 11th week before the EWC and can continue for up to 39 weeks, even if you do not intend to return to work.

Payment will be made at the rate of 90 per cent of your average earnings for the first six weeks of leave and then up to 33 weeks' at the Standard Rate of SMP or 90 per cent of your average weekly earnings (whichever is lower).

Your normal weekly earnings are calculated based on an average of your gross earnings for national insurance during the 'relevant period'. This will include, for example, any payments relating to overtime, commission, and bonuses. The 'relevant period' is the period ending on the last normal pay day before the qualifying week and starting with the normal pay day which is at least eight weeks earlier. The exact calculation of weekly earnings will depend on whether you are paid monthly, weekly or at other intervals. Further advice on how your normal weekly earnings will be calculated can be obtained from the **Lutterworth Church** accountant.

Where your gross earnings are increased by a pay rise, and this increase takes effect from the start of the relevant period and before the end of the AML period, this increase will result in a recalculation of your SMP. As a result of this recalculation, you may be entitled to a retrospective increase or may subsequently qualify to receive SMP.

### 16.10 Keeping in touch (KIT) days

You may, by mutual agreement, work for up to 10 days during your maternity leave period (but not during the compulsory maternity leave period) without losing statutory payments for that week, or ending your entitlement to leave. Payment for KIT days will be discussed and agreed in advance of these being worked.

For this purpose, any work carried out on any day, even just an hour's work, is deemed to constitute "a day's work". Any days' work done under this provision will not have the effect of extending the total duration of the maternity leave period.

### 16.11 Stillbirth and miscarriage

If you experience a miscarriage before 24 weeks of pregnancy, you will no longer be entitled to take maternity leave. It is anticipated that an employee may need some time off work in these circumstances, and this will usually be taken as sick leave, during which the **Lutterworth Church's** sickness absence policy will apply.

If you suffer a stillbirth after 24 weeks of pregnancy, your entitlement to maternity leave and pay will not be affected and you will still be able to take the time off, and receive pay, as planned.

### 16.12 Holidays

You will continue to accrue holidays whilst you are on maternity leave. As these holidays cannot be taken whilst you are on maternity leave, it is important for us to discuss and agree the arrangements for the taking of these holidays.

### 16.13 Returning to work

If you return to work at the end of your OML period, you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence.

If you return to work after a period of AML, you are entitled to return to the same job in which you were employed before your absence. Where this is not reasonably practicable, you will be entitled to return to a suitable and appropriate job on terms that are no less favourable.

If you are made redundant during maternity leave, you will be offered a suitable alternative role.

Unless you state otherwise, it will be automatically assumed that you will return to work at the end of your full 52 week leave period. So that we may make effective plans for your return, we would be grateful if you would contact us shortly before your return. However, there is no obligation on you to do so unless you wish to change the date of your return, in which case you must give us eight weeks' notice.

If you qualify for shared parental leave and wish to return early from maternity leave for this purpose, you must also give us eight weeks' notice. You can find more information on this in our shared parental leave policy.

You may be invited to attend an informal meeting with your line manager order to discuss any arrangements regarding your return to work. This is likely to take place approximately two weeks before your return. The following points will be discussed at this meeting:

- any developments that have taken place at work
- any appropriate training to take place
- any flexible working arrangements which have been agreed.



If you decide that you do not wish to return to work after your maternity leave, you are required to give us notice of your resignation. Your notice period to resign is set out in your contract of employment. Where you choose to resign without returning to work, **Lutterworth Church** will require repayment of any contractual maternity pay in excess of your statutory entitlement that you have received during maternity leave.

If you are unable to return on the agreed date due to sickness, please inform the church office immediately.

### 16.14 Flexible working

We recognise that women returning from maternity leave may wish to reduce their working hours or undertake homeworking.

We will make every effort to accommodate requests for part-time working, provided that your duties can still be effectively carried out on such a basis. However, we must also take into account the needs of the business when assessing and granting any requests.

Any flexible working request should be made in line with the process set out in the flexible working policy.

### 16.15 Grievances related to maternity rights

The **Lutterworth Church's** grievance procedure may be used in the event that you are dissatisfied with any decision made in respect of your maternity rights.

## 17 Parental Leave

This policy sets out the church's stance on providing parental leave to its employees who are both natural parents and adoptive parents. Parental leave is available to eligible employees who wish to take time off work to spend with their child, for example, to accompany the child during a planned stay in hospital, or to go on holiday with the child.

Statutory parental leave is unpaid leave.

### 17.1 Entitlement

You must meet certain eligibility criteria in order to take statutory parental leave, as follows:

- you must have at least one year's continuous employment with the church counted from the date that parental leave would start
- you have or expect to have parental responsibility for the child

- your child is under 18 years of age
- you take the leave before your child's 18th birthday
- you provide the church with evidence of eligibility when requested.

The following evidence may be requested from you in order to assess your eligibility for parental leave:

- that you have or expect to have parental responsibility for the child in relation to whom leave will be taken
- the child's date of birth (in respect of natural parents)
- the date of adoption placement (in respect of adoptive parents)
- the child's entitlement to Disability Living Allowance (if appropriate) to permit you to take leave in blocks of one day rather than one week.

## 17.2 Length of leave

Eligible employees will be entitled to take a total of 18 weeks' leave in relation to each child until the child is 18 years of age. No more than four weeks can be taken in relation to each child in one year.

A year is defined as a period of 12 months beginning on the date on which the employee first, or more recently, became entitled to take parental leave in respect of the child in question and each successive period of 12 months beginning on the anniversary of that date.

Save for in relation to a disabled child in which case leave may be taken in blocks of one day, part of a week counts as a week so that if a full time employee takes three days' parental leave and then returns to work, one week is taken away from the 18 weeks.

## 17.3 Procedure

You must give a minimum notice period of 21 days before the leave is due to start and you must give notice of the exact day on which you wish leave to start and end. In the case of fathers who want to take parental leave straight after a baby is born, or prospective adoptive parents who want to take parental leave straight after a child is placed with them for adoption, 21 days' notice of the expected week of childbirth or the expected week of adoption must be given.

When the church receives notice of intention to take parental leave, we may ask for evidence of eligibility as set out above.

The church reserves the right to postpone a period of parental leave if we believe the

operation of the church will be unduly disrupted by the employee's absence. Leave will not be postponed where it is to be taken on the birth of a child or on the placement of a child for adoption. Where leave is to be postponed, we will discuss the reasons for the postponement with you and confirm in writing the newly agreed dates of leave. Leave will not be postponed for a period longer than six months from the start date of the leave originally requested.

#### **17.4 Before taking parental leave**

Shortly after we have received a notification from you that you wish to take parental leave, a meeting will be arranged between you and your line manager. The purpose of this meeting is to discuss:

- your entitlement to parental leave
- the requirements to give appropriate notice
- arrangements to cover your duties in your absence
- your right to return to work
- opportunities for flexible working
- the nature of any appropriate contact during parental leave
- the fact that parental leave is unpaid.

#### **17.5 During parental leave**

Your normal terms and conditions will apply during parental leave except for in relation to pay. Specifically:

- your implied obligation of good faith
- notice periods for termination of employment
- disclosure of confidential information
- acceptance of gifts
- whether you are participating in any other business or charity
- disciplinary and grievance procedures
- redundancy pay.

We will make arrangements for your duties to be covered for the duration of your leave. We would like to be able to keep you up to date with any developments at work that may affect you or any social events that occur.

#### **17.6 Returning to work**

Employees returning after an isolated period of parental leave lasting four weeks or less, or after a period of parental leave lasting four weeks or less which consecutively followed

another period of statutory leave which did not include any period of additional maternity leave, or additional adoption leave, are entitled to return to the job in which he/she was employed before the absence.

Employees returning to work after a period of parental leave lasting more than four weeks, or after a period of parental leave lasting four weeks or less, which did consecutively follow a period of additional maternity leave or additional adoption leave, are entitled to return from leave to the job in which he/she was employed before the absence or, if that is not reasonably practicable, to another job which is both suitable and appropriate for him/her in the circumstances.

Return to the same job will mean that seniority, pension rights and similar rights are not affected. Terms and conditions will not be less favourable than those which would have been applied if you had not been absent.

## 18 Paternity Leave

The Church endeavours to provide help and assistance to employees who wish to use their right to take paternity leave. This policy outlines paternity leave entitlements and how employees should arrange this period of leave.

### 18.1 Eligibility

#### 18.1.1 Paternity leave following the birth of a child

You will meet the eligibility criteria for paternity leave if you:

- are the child's father, the mother's husband or partner or one partner in a couple who are both entitled to apply for, and propose to apply for, a parental order for the child
- have been employed and performed work for your employer for a minimum period of 26 weeks by the end of the 15<sup>th</sup> week before the expected week of childbirth (EWC)
- will be or expect to be responsible for the child's upbringing, where you are the father, or expect to be mainly responsible for the child's upbringing where you are the mother's husband or partner but not the father of the child
- have given the required notice of your intention to take leave
- have not previously taken shared parental leave for the same child.

### **18.1.2 Paternity leave following adoption**

You will be eligible for paternity leave and pay on the adoption of a child if you:

- will be or expect to be mainly responsible for the child's upbringing
- are married to the child's adopter or the partner of the child's adopter
- have been employed and performed work for your employer for a minimum period of 26 weeks by the end of the week the matching notification is given to the child's adopter
- have given the required notice of your intention to take leave and, where requested, have provided evidence
- have not previously taken shared parental leave for the same child.

### **18.2 When does paternity leave start?**

Paternity leave lasts for a fixed period of one week or two consecutive weeks. You may not take individual days or separate weeks as paternity leave. Leave can be chosen to start:

- from the birth date or date of adoption (whether this date is sooner or later than anticipated) or
- on a specific day after the birth date or date of adoption (whether this day is sooner or later than anticipated) or
- from a specific date that is after the first day of the EWC (in birth cases and not adoption) or
- on a specific date, arranged in advance, that is after the expected placement date (in adoption cases).

If the child is born earlier than expected before the EWC, paternity leave must be taken:

- within a period of 56 days from that date or
- within a period of 56 days from the child's actual birth date.

If the same pregnancy results in more than one child being born, or more than one child is adopted in the same arrangement, the entitlement to paternity leave does not increase and only one period of leave can be taken.

### **18.3 Notification requirements**

#### **18.3.1 Paternity leave following the birth of a child**

Unless not reasonably practicable, your intention to utilise a period of paternity leave must be notified to the **Church** during or before the 15th week before the EWC. Your line manager must be informed, in writing, of:

- the anticipated week of birth
- whether you intend to use one or two weeks' leave
- the date you wish the leave to begin.

As soon as reasonably practicable after birth, you must notify us of the actual date of birth in writing.

A signed declaration stating you intend to utilise a period of paternity leave to care for a child or provide support to the mother of the child and that you meet the eligibility criteria for the leave may be requested. Where requested, this should be provided to the church office.

If wish to change the date of your paternity leave after giving notice, you must provide an additional written notice requesting a variation to the leave. This notice must be provided at least 28 days in advance of the new start date of the leave period.

### **18.3.2 Paternity leave following the adoption of a child**

Unless not reasonably practicable, your intention to utilise a period of paternity leave must be notified to the Church within seven days of the date the matching notification is given to the child's adopter. Where this is not reasonable practicable, the notification must be provided to the Church as soon as possible. The church office must be informed, in writing, of:

- the date the matching notification was given to the child's adopter
- the expected date of placement
- whether you intend to use one or two weeks' leave
- the date you wish the leave to begin.

### **Paternity pay**

You may be entitled to receive statutory paternity pay (SPP) from the Church for the period of paternity leave. SPP is paid at a specific rate set by the government each tax year, or at 90 per cent of your average weekly during the relevant period, whichever is lower. For details of the current SPP rate, please contact the your line manager.

In order to meet the eligibility criteria for SPP, average weekly earnings for the relevant period must be equal to or higher than the specific lower earnings limit set by the government each tax year.

The relevant period is:

- the period of eight weeks which ends immediately before the 14th week before the EWC (in birth cases) or

- the period of eight weeks which ends immediately before the week where the matching notification was given to the child's adopter (in adoption cases).

Dependent on your individual circumstances, you may be entitled to receive additional financial support. You should visit your local social security office (Department for Work and Pensions) to receive further information on this.

## 18.4 Contractual benefits

Whilst on paternity leave, you continue to be entitled to receive your normal terms and conditions of employment, other than wages or salary (unless expressly stated otherwise in your employment contract). You may be entitled to receive payment of statutory paternity pay for this period, as set out above.

Your contract of employment continues during paternity leave. As such, any contractual obligations continue to apply during your leave, and you remain bound by these.

## 18.5 Returning to work

Following two weeks' paternity leave, you have the right to come back to the same job role. The act of requesting or taking paternity leave will not cause you to suffer any disadvantage in the workplace.

If you wish to change your working hours following paternity leave, the Church will consider each request on its individual facts in line with the Church's flexible working policy. A copy of this policy is available from your line manager. Your line manager will fully consider your request and aim, wherever possible, to accommodate the change. The business needs will be assessed as part of this consideration and requests may be turned down where this as a business reason to do so. Requests should be submitted as far in advance as possible to allow the full consideration process to take place as early as possible.

You should discuss with your line manager, as early as possible, where you are planning on not returning to work. Resignation should be notified to your line manager, in writing, as set out in your employment contract. Following notification of your resignation, the Church's agreement is needed to withdraw this. Any payments of statutory paternity pay will not be altered by your resignation.

## 18.6. Shared parental leave

Following paternity leave, you may be entitled to take further periods of leave under the shared parental leave scheme. Full details on shared parental leave, including how to apply, can be requested from your line manager.

Once a period of shared parental leave has been taken in respect of a child, paternity leave cannot be taken for the same child.

## 19 Anti Harassment and Bullying

### 19.1 Policy

Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.

Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. For the purposes of this policy, it also includes bullying. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.

We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees. The aim of this policy is to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.

We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

### 19.2 Examples of personal harassment

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- insensitive jokes and pranks
- lewd or abusive comments
- deliberate exclusion from conversations



- displaying abusive or offensive writing or material
- abusive, threatening or insulting words or behaviour
- name-calling
- picking on someone or setting them up to fail
- exclusion or victimisation
- undermining their contribution/position
- demanding a greater work output than is reasonably feasible
- blocking promotion or other development/advancement.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

### 19.3 Examples of sexual harassment

Sexual harassment can take place in many forms within the workplace and can go undetected for a period of time where employees do not understand that particular behaviour is classed as sexual harassment. Sexual harassment is unwanted behaviour related to sex, or of a sexual nature, by one employee towards another and examples of sexual harassment include:

- lewd or abusive comments of a sexual nature such as regarding an individual's appearance or body
- unwelcome touching of a sexual nature
- displaying sexually suggestive or sexually offensive writing or material
- asking questions of a sexual nature
- sexual propositions or advances, whether made in writing or verbally.

Sexual harassment can also take place where an employee is treated less favourably because they have rejected, or submitted to, the unwanted conduct that is related to sex or is of a sexual nature. Whether less favourable treatment occurs as a result will be examined broadly and includes areas such as blocking promotion and refusal of training opportunities or other development opportunities.

### 19.4 Responsibilities

#### 19.4.1 Employee responsibilities

The **Church** requires its employees to behave appropriately and professional at all times during the working day, and this may extend to events outside of working hours which are classed as work-related such as social events. Employees should not engage in discriminatory, harassing or aggressive behaviour towards any other person at any time. A breach of this policy by will be treated as a disciplinary manner

### **19.4.2 Employer responsibilities**

The Church will be responsible for ensuring all members of staff, including seniors and those within management positions, understand the rules and policies relating to the prevention of harassing and bullying behaviour at work and during church-related social events. We will promote a professional and positive workplace whereby managers are alert and proactively identify areas of risk and incidents of harassment, sexual harassment and bullying.

Where an incident is witness, or a complaint is made under this policy, the Church will take prompt action to deal with this matter. All incidents will be deemed serious and dealt with in a sensitive and confidential manner.

## **19.5 Complaining about harassment and/or bullying**

### **19.5.1 Informal method**

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

### **19.5.2 Formal method**

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the rector as a formal written grievance and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- the name of the alleged harasser
- the nature of the alleged harassment
- the dates and times when the alleged harassment occurred
- the names of any witnesses
- any action already taken by you to stop the alleged harassment.

Where it is not possible to make the formal complaint to the above-named person, for example where they are the alleged harasser, we would encourage you to raise your complaint to one of the two church wardens.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

On conclusion of the investigation which will normally be within 14 days of the meeting with you, a report of the findings will be submitted to the manager who will hold the grievance meeting.

You will be invited to attend a meeting, at a reasonable time and location, to discuss the matter once the person hearing the grievance has had opportunity to read the report. You have the right to be accompanied at such a meeting by a colleague and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

You will be able to put your case forward at the meeting and the manager will explain the outcome of the investigation. You have a right to appeal the outcome, which is to be made to the church office within 7 days of receiving the outcome.

If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure.

The **Church** is committed to ensuring employees are not discouraged from using this procedure and no employee will be victimised for having brought a complaint.

## 20 Adoption leave

### 20.1 Policy statement

This policy sets out the **Church's** entitlements for employees who are adopting a child, including notification requirements and rights to time off work.

If you are matched for adoption with a child, you may be entitled to either adoption leave or paternity leave. One parent cannot take both periods of leave, and it is up to you and your partner to decide who is the main adopter and so will take adoption leave. The main adopter's partner may be entitled to take paternity leave. You may also wish to refer to our Paternity Leave policy.

Main adopters are entitled to a total of 52 weeks' leave. We have set out below all of your

rights and obligations should you be matched for adoption. We would ask that you notify us as soon as possible of your situation so that we can ensure you are fully aware of all your entitlements and obligations.

## 20.2 Time off for adoption appointments

You are entitled to time off to attend adoption appointments in the period between notification of a match and the date of placement. For single adopters or the main adopter in a joint adoption, you are entitled to paid time off to attend up to five appointments, with a maximum of six and a half hours per appointment. The adopter's partner in a joint adoption will be entitled to unpaid time off to attend up to two appointments.

Where the time is paid, you will be paid at your normal hourly rate for this time.

If the main adopter's partner wishes to attend more than two adoption appointments, he/she should speak to his/her line manager who will consider the request at their discretion.

## 20.3 Notification requirements

In order to take time off for adoption appointments, the Church may require employees to provide confirmation of the following to their manager:

- that they would like to take either time off and state whether this will be the paid or unpaid entitlement
- the date and time of the appointment
- that the appointment has been arranged by or at the request of the adoption agency.

## 20.4 Eligibility

You are entitled to adoption leave from the commencement of employment. Adoption leave is not available in circumstances where a child is not newly matched for adoption, for example when a step-parent is adopting a partner's child/children. You must have notified the adoption agency of agreement to the placement and of agreement to the date of the placement.

Only one period of leave is available irrespective of whether more than one child is placed for adoption as part of the same arrangement. However, if an additional child is adopted at a later date as a separate agreement then you could qualify again for a separate period of adoption leave.

## 20.5 Ordinary and additional adoption leave

Adoption leave is divided into two categories, 'ordinary' and 'additional'. Each is for 26 weeks, with additional leave following on from ordinary adoption leave, giving 52 weeks leave in total. If you are eligible for ordinary adoption leave you will also qualify automatically for additional adoption leave.

During additional adoption leave the employment contract continues and you are entitled to the benefit of their normal terms and conditions of employment, except wages or salary (unless your contract of employment provides otherwise). However, in the majority of cases, you will be entitled to Statutory Adoption Pay during some of this period.

## 20.6 Commencement of adoption leave

You can choose to start your adoption leave on the date of the child's placement (whether this is earlier or later than was expected), or on a predetermined fixed date no earlier than 14 days before the expected date of placement and no later than the date of placement. Adoption leave can start on any day of the week.

## 20.7 Notification requirements

You are required to give us notice, in writing, of your intention to take adoption leave within seven days of being notified by the adoption agency that you have been matched with a child, unless this is not reasonably practicable. The notice must specify:

- the date the child is expected to be placed with you; and
- the date you want the adoption leave to start.

You should provide the "matching certificate" from the adoption agency. The certificate will include basic information on matching and expected placement dates.

You are able to change your mind about the date on which you want your adoption leave to start providing you inform us at least 28 days in advance, unless this is not reasonably practicable.

We will write to you to notify you of the date on which you are expected to return to work if the full entitlement to adoption leave is taken, within 28 days of the date on which you notified us of your intention to take leave, or, if you have varied the date originally chosen to start adoption leave, within 28 days of the date on which adoption leave began.

## 20.8 Returning to work

If you are returning to work at the end of additional adoption leave, you should simply present yourself for work at the end of that period.

If you intend to return to work before the end of your additional adoption leave, you must give us at least eight weeks' notice of the date on which you intend to return. If you do not give us eight weeks' notice, we may postpone your return to a date ensuring that there has been eight weeks' notice.

Shortly before your return to work, we will be in touch with you to arrange an informal meeting with your line manager. The aim of this meeting is to discuss your return and to ensure it is as smooth a transition back to work as possible.

You have the right to return:

- with your seniority, pension rights and similar rights
- on terms and conditions no less favourable than those which would have applied if you had not been absent.

You will not be subject to any detriment by the Church because you took or sought to take adoption leave.

## **20.9 Keeping In Touch days**

You can work for up to 10 days during your adoption leave period without losing statutory payments for that week or ending your entitlement to leave.

For this purpose, any work carried out on any day, even just an hour's work, is deemed to constitute "a day's work". Any days' work done under this provision will not have the effect of extending the total duration of the adoption leave period.

You will be paid at your normal rate of pay for a KIT day.

## **20.10 Adoption pay**

Dependent upon your length of service, you may be entitled to statutory adoption pay (SAP). If you qualify for SAP this will be paid for the first six weeks at 90% of your normal weekly earnings in the eight week period up to the date of notification of a match, with the remainder paid at the earnings related limit or the statutory rate, whichever is lower. SAP will be paid in the same way as your wages would be paid if you were not on leave. If you do not qualify for such a payment, you may, dependent upon your circumstances, be eligible to receive allowances from the appropriate government departments.

### 20.11 Shared parental leave and pay

You may be entitled to opt in to shared parental leave, sharing up to 50 weeks of leave and up to 37 weeks of pay (subject to availability). If you think you would like to take shared parental leave instead of adoption leave, please ask us for more information.

### 20.12 Surrogacy and adoption rights

If you are an intended parent in a surrogacy arrangement who intends to apply for, or has already applied for, a Parental Order you may be entitled to either adoption leave and pay or paternity leave and pay. One parent cannot claim entitlement to both periods of leave and pay, and it is up to you to decide which you wish to claim (subject to eligibility).

You will be entitled to take unpaid time off to **the Church** the surrogate mother to up to two antenatal appointments, of up to six and a half hours per appointment.

You are entitled to adoption leave from the start date of your employment. This will be for a total of 52 weeks, split in to two periods of "ordinary" and "additional" adoption leave of 26 weeks each.

You are required to give us notice, in writing, of your entitlement to take adoption leave by the 15th week before the expected week of birth. You must also notify us of the actual date of birth as soon as is reasonably practicable after birth.

You should provide documentary evidence - a statutory declaration. This document will state that you have obtained, applied for or intend to apply for a Parental Order in respect of the surrogate child and, where not received, this is expected to be made.

If you have begun a period of adoption leave in respect of a child before approval of a Parental Order, and you are subsequently notified that the application is refused, your adoption leave period will end eight weeks after the week of that notification or the end of the adoption leave period, if that is earlier.

Dependent upon your length of service, you may be entitled to Statutory Adoption Pay (SAP). If you qualify for SAP this will be paid for the first six weeks at 90% of your normal weekly earnings in the eight week period leading up to the end of the 15th week before the baby is due to be born, with the remainder paid at the earnings related limit or the statutory rate, whichever is lower. SAP will be paid in the same way as your wages would be paid if you were not on leave. If you do not qualify for such a payment, you may, dependent upon your circumstances, be eligible to receive allowances from the appropriate government departments.

### 20.13 Dual approved prospective adopters and adoption leave

If you are a dual approved prospective adopter, a local authority foster parent who has a child placed with you with an expectation to adopt that child in accordance with section 22C of the Children Act 1989, you may be entitled to either adoption leave and pay or paternity leave and pay. One parent cannot claim entitlement to both periods of leave and pay, and it is up to you to decide which you wish to claim (subject to eligibility).

You are entitled to adoption leave from the start date of your employment. This will be for a total of 52 weeks, split in to two periods of "ordinary" and "additional" adoption leave of 26 weeks each.

Only one period of leave is available irrespective of whether you go on to adopt the same child or children placed with you under section 22C. However, if an additional child is placed with you under section 22C at a later date as a separate agreement then you could qualify again for a separate period of adoption leave.

You can choose to start your adoption leave on the date of the child's placement (whether this is earlier or later than was expected), or on a predetermined fixed date up to two weeks before the placement of the child and no later than the date of placement. Adoption leave can start on any day of the week.

You are required to give us notice, in writing, of your intention to take adoption leave within seven days of being notified of the child's placement by the local authority in accordance with section 22C, unless this is not reasonably practicable. The notice must specify:

- the date the child is expected to be placed with you; and
- the date you want the adoption leave to start.

If you have begun a period of adoption leave in respect of a child placed with you under section 22C, and this placement does not proceed to a formal adoption, your adoption leave period will end eight weeks after the child is removed or the end of the adoption leave period, if that is earlier.

Dependent upon your length of service, you may be entitled to Statutory Adoption Pay (SAP). If you qualify for SAP this will be paid for the first six weeks at 90% of your normal weekly earnings in the eight week period leading up to the date of notification, with the remainder paid at the earnings related limit or the statutory rate, whichever is lower. SAP will be paid in the same way as your wages would be paid if you were not on leave. If you do not qualify for such a payment, you may, dependent upon your circumstances, be eligible to receive allowances from the appropriate government departments.



## 21 Shared Parental Leave

This policy sets out the Church's stance on employee entitlement to take shared parental leave, an explanation of the available entitlements and the procedures employees should follow in order to take leave. Shared parental leave may be taken in the case of both births and adoptions. This policy uses the word 'parent' to describe employees in both birth and adoption circumstances.

Any employee wishing to take shared parental leave should inform their line manager at the earliest possible opportunity so that their entitlement can be explained to them. Due to the flexibility of the shared parental leave system, it is essential that employees understand the procedural requirements involved in taking such leave.

The essential features of shared parental leave (SPL) are:

- eligible employees will be able to bring maternity/adoption leave to an early end and share the remaining leave entitlement
- eligible employees will have a certain amount of flexibility to decide which parent takes leave and when, including being on leave at the same time
- the maximum amount of leave to be shared is 50 weeks
- leave may be taken in minimum blocks of one week
- eligible employees may make up to three requests for leave, including any changes to previously booked leave
- a request for a continuous period of leave becomes fixed
- a request for discontinuous leave is subject to agreement with the Church.

### 21.1 Eligibility requirements

In order to take SPL, both the employee and their partner must meet certain eligibility criteria. You must:

- be the mother, father, or main adopter of the child, or the partner of the mother or main adopter
- have 26 weeks' service at the end of the 15th week before the expected week of childbirth (EWC) or at the week in which the main adopter was notified of having been matched for adoption with the child (known as the 'relevant week')
- have a partner who meets the employment and earnings test (see below)
- share the primary responsibility for the child with the other parent at the time of the birth/adoption
- have made the required notifications in respect of their entitlement and have provided the necessary declarations and evidence
- be working for the Church until the week before any leave is taken.

## 21.2 Employment and earnings test

Your partner must have, in the 66 weeks before the EWC, worked for at least 26 weeks and earned on average at least £30 a week in any 13 weeks.

## 21.3 Amount and timing of SPL

Parents cannot take more than 52 weeks of leave in total made up of maternity or adoption leave and shared parental leave, but excluding paternity leave which is a standalone entitlement.

If the mother is entitled to statutory maternity/adoption pay/maternity allowance but not maternity/adoption leave, the maximum number of weeks of shared parental leave to be taken is the remainder of 52 weeks' minus the number of weeks' pay received.

Mothers are not able to share compulsory maternity leave entitlement of two weeks (or four weeks if the mother works in a factory environment). This is a statutory requirement enabling the employee to recover from the birth and is to be taken exclusively by her. Correspondingly, adopters may share a maximum of 50 weeks' leave.

Shared parental leave can only be taken in minimum blocks of one week; it is not possible to take a day's shared parental leave. The minimum amount that can be taken is one week.

## 21.4 Entitlement to Shared Parental Pay

Shared Parental Pay (ShPP) can be paid to both parents for a maximum of 39 weeks in total. This includes any weeks in which statutory maternity or adoption pay was received, and the timing of pay will be decided between the parents.

To be eligible to receive ShPP, you must:

- have been continuously employed for at least 26 weeks up to and including the "qualifying week" (the 15th week prior to the expected week of childbirth or placement for adoption)
- have average earnings not less than the lower earnings limit calculated over the eight weeks prior to the qualifying week
- comply with the notification requirements.

All ShPP is paid at the lower of the standard rate or 90 per cent of the employee's normal weekly earnings.

## 21.5 Notification requirements

### 21.5.1 Notice of entitlement and intention to take leave and pay

At least eight weeks before any leave is to be taken, the employee must provide the following information on a form which is available from *[insert name]*:

- name of employee
- name of partner
- the start and end dates of maternity/adoption leave (or pay if employee was not entitled to leave)
- the total amount of shared parental leave available
- the expected week of childbirth/placement (or the actual date of birth/placement if this has taken place)
- a non-binding indication of how the employee and their partner think they will split and take shared parental leave.

If you are the mother, you must also provide a signed declaration confirming that you meet the eligibility requirements for taking leave and produce a signed declaration from the other parent confirming:

- his/her name and address
- that he/she meets the eligibility requirements
- that he/she consents to the employee taking the amount of leave it has been notified they intend to take
- that he/she permits the Church to process his/her information and
- that immediate notification will be made if any of the eligibility requirements cease to be met.

### 21.5.2 Curtailment notice

Maternity/adoption leave must be curtailed (ended early) if shared parental leave is to be taken. The mother/main adopter must inform the Church that maternity/adoption leave will be brought to an end by providing a curtailment notice at the same time as the notice of entitlement is provided. The curtailment notice will give eight weeks' notice of leave (or pay in the event that the employee is not entitled to leave) being brought to an early end.

A notice of curtailment can only be revoked in the following specific circumstances:

- where it is discovered in the eight weeks following the notice that neither the mother/adopter nor their partner has any entitlement to shared parental leave or pay
- in the event of the death of the partner

- if the notice was given before the birth, and the mother revokes her maternity leave curtailment notice in the six weeks following the birth.

Notice of curtailment must be provided to Jobcentre Plus if the mother is not entitled to maternity pay but instead received maternity allowance.

### 21.5.3 **Notice to take a specific period of SPL and ShPP**

Although an indication of leave dates will have been given in previous notices, a period of leave is not fixed (unless stated to the contrary) until a period of leave notice is submitted. A maximum of three period of leave notices are permitted, which will include any notices to amend a period of leave already booked. A period of leave notice gives eight weeks' notice to the Church that you intend to take leave on the specified dates. The date that leave will start should be given unless the period of leave notice is given before the birth of a child, in which case the start date may be expressed as, for example, 'two weeks' after the birth, to last for 'four weeks'.

You should also indicate in this notice whether you intend to allocate ShPP to the period of leave.

*[Optional – There may be circumstances where the Church permits more than three period of leave notices to be submitted, for example, where the Church asks you to change a period of leave already booked].*

It is important that all of the relevant information is provided according to the set timelines. If it is not, the Church cannot guarantee that the leave will be granted.

### 21.5.4 **Confirmation of SPL and ShPP**

If you request one continuous block of leave in a period of leave notice, you are entitled to take this period of leave and we will confirm the dates to you in writing.

However, if you request more than one period of leave ie discontinuous blocks of leave in one period of leave notice, the Church will make a decision on whether this can be accommodated. *[Insert name]* will arrange a meeting with you at which the request will be discuss with you. The outcome of the request will be one of the following:

- agreement to the request
- proposal of alternative leave dates or
- refusal of the request.

If no agreement can be reached within two weeks of the period of leave notice being

submitted, the default provisions will apply which means you are able to withdraw the request any time up to the 15th day after it was made.

If the request is not withdrawn, you can take the leave in one continuous block to start on the first date of leave specified in the notice. Alternatively, the leave can be taken in one block on a new date notified by you within 19 days of the original request.

#### 21.5.5 **Varying a period of leave**

Once a period of leave notice has been submitted, you may change the dates on which leave is to be taken by submitting a request to vary a period of leave giving eight weeks' notice. These notice provisions are waived in the event of an early birth and your leave will start the same length of time after the birth as it would have started had the baby not come early. In this case, notice should be given as soon as reasonably practicable. In all other cases, the following applies:

- in this case notice to vary the start date should be given as soon as reasonably practicable after the birth of the child
- in order to change the start date of leave, you must give eight weeks' notice counted back from the earlier of either the original date or the new date
- to change the duration of a period of leave, you must give eight weeks' notice of the original start date.

You may also request that a continuous period of leave is separated into a discontinuous period, or that a discontinuous period is consolidated into a continuous period.

Submitting a variation notice will count towards your maximum three notices unless it is made as a result of the child being born earlier or later than the expected week of childbirth.

If you are submitting a variation notice subsequent to a request to do so by the Church, it will not count as one of the maximum three notices.

## 21.6 **Evidence requirements**

In order for us to verify the information you have provided, you may be required to produce:

- a copy of the child's birth certificate
- and the name and address of the other parent's employer.

If the other parent is not employed, a declaration must be signed to this effect.

Within 14 days of our receipt of your notice of entitlement in relation to an adoption, you

may be required to produce documents from the adoption agency which show the following:

- the adoption agency's name and address
- the date you were notified of being matched with the child
- the expected date of placement.

Where requested, the information above must be provided within 14 days. Where you are unable to provide a birth certificate because it has not yet been issued, you will be required to sign a declaration to that effect which also includes the date and location of the child's birth.

### 21.7 'SPLIT' days

During shared parental leave, you may work for up to 20 shared parental leave 'in touch' days (SPLIT days) without statutory payments being affected. We recognise the benefit of SPLIT days and encourage you to use them, however, they are optional: you are not obliged to use them and we are not obliged to permit them.

You will be paid at normal rate for work on a SPLIT day. Any work done on one day will count as one SPLIT day.

Your entitlement to 20 SPLIT days is not affected by your entitlement to 10 KIT days during maternity or adoption leave.

### 21.8 Terms and conditions during SPL

You will continue to receive all contractual benefits (with the exception of salary) during shared parental leave. For clarity, your holiday entitlement will continue to accrue during SPL in the same way as if you were not absent. Prior to taking your leave, a discussion will take place between you and *[insert job title]* regarding arrangements on taking annual leave around your shared parental leave.

### 21.9 Returning from SPL

Employees who wish to amend the date on which they are to return to work after shared parental leave must give eight weeks' notice of the original end date and the new end date, whichever is earlier.

After SPL, provided the total amount of leave taken by you (including maternity leave)

does not exceed 26 weeks, you are entitled to return to the same job on the same terms and conditions of employment as if they had not been absent.

When you are considering your return to work, for reasons related to childcare, you may request a change to your previous working arrangements. Any such request will be considered in line with the operational requirements of the Church and there is no automatic right to return to work on altered conditions.

## 22 Redundancy Policy

### 22.1 Introduction

Due to changes in the economic or technological environment or, alternatively, business related reasons, **the Church** may need to reduce the number of its employees. In these unfortunate circumstances there may be a requirement for employee redundancies and changes to the organisational structure.

In the event that redundancies are considered unavoidable, the Church will first ensure it explores all other alternatives, including redeployment. **The Church** will endeavour to support all employees throughout this process.

This policy sets out **the Church's** approach to conducting a redundancy exercise. **We** will always aim to avoid redundancies in the first instance. However, where they are unavoidable, it is the aim of **the Church** to keep the impact of such change to a minimum.

**The Church** is committed to keeping employees consulted throughout any redundancy process and to provide support through what can be a distressing time.

**The Church** is aware of the statutory obligations in respect of redundancies provided for by the following pieces of legislation:

- Equality Act 2010
- Employment Rights Act 1996
- Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 and
- Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000.

This policy applies to all church employees.

This policy does not make up part of an employee's contractual terms and conditions.

### 22.2 Alternatives to redundancy

Prior to confirming any redundancies, **the Church** will take steps to explore all other alternatives that are suitable to maintain the needs of the charity.

The particular measures to be taken will depend on the exact circumstances at the time a decision is made. However, the following represents measures which will be explored:

- reduction or cessation of the use of temporary/agency staff
- freezing or reducing external recruitment
- banning or restricting overtime hours
- short-time working or temporary lay-offs
- flexible working hours/days
- redeployment of employees to other suitable alternative work
- restriction on internal recruitment
- seeking agreement for reductions in employee pay
- "bumping" and
- volunteers for redundancy (see below).

### 22.3 Voluntary redundancy

When a redundancy exercise is proposed, **the Church** may take the initial step of inviting applications from all areas of the business for voluntary redundancy for a restricted period of time.

The final decision on accepting a voluntary redundancy application will be made by **the Church** and employees must be aware that volunteering for redundancy will not necessarily lead to an approval of that application. **The Church** may deem that the volunteer's skills and capabilities are such that it would be detrimental to **the Church's** future prospects if they were no longer available. In these circumstances, the application is likely to be denied.

Any acceptance of an application for voluntary redundancy will be confirmed in writing and the individual invited to a meeting to discuss arrangements for the termination of their employment, including any entitlement to redundancy pay which may or may not include an entitlement to enhanced redundancy pay.

### 22.4 Consultation and information

A secret ballot will be held in order to elect employee representatives to take part in consultation with **the Church** where 20 or more redundancies are proposed to take place at one establishment within a 90-day period. **The Church** will appoint employee representatives if, subsequent to the ballot, there is an insufficient amount of elected representatives.

A process of individual consultation will also take place where necessary.



## 22.5 Consultation and information

The Church is committed to the full involvement of employees and their representatives throughout any redundancy exercise and sufficient time will be allocated to ensure consultation is meaningful. To this end, we will engage with trade union/employee representatives to analyse any proposals submitted. We will ensure, wherever possible, these submissions are incorporated into the process of handling the prospective redundancies.

During the period of consultation, the following information will be outlined:

- the business reason(s) for the proposed redundancies
- the outline and specifics of those effected including numbers of employees and divisions
- the methods that are being suggested to appoint those to be made redundant
- the methods that are being suggested to conduct the proposed redundancies
- the time frame in which the redundancy dismissals will occur
- suggested proposals for formulating redundancy payments, in the event of non-statutory payments being made
- the volume and usage of agency workers working with the Church
- areas of the business in which agency workers are relied upon and used
- the nature of work conducted by the agency workers.

## 22.6 Individual consultation

A period of individual consultation will be conducted for those employees who have been highlighted as "at risk" of redundancy. During this consultation, the employee will be informed of the Church's proposed approach to the redundancy including selection criteria to be applied.

When an employee has been selected for redundancy, they will be informed of this and will have the opportunity to explore the reasons for the selection. Only after the employee has had the opportunity to do this will final decisions be made on who is to be made redundant.

*[Insert if applicable]* In the event that notice of termination is served, the employee will be invited to discuss the decision with their manager. During this meeting the employee is to be notified of the timescales of termination in addition to any redundancy payment that may be available.

## 22.7 Redundancy selection

The Church will always endeavour to use comprehensive and fair selection criteria. However,

it should be noted that **the Church** reserves the right to adjust its criteria to suit the circumstances leading to the proposed redundancy.

## 22.8 Alternative work

In an attempt to avoid redundancies, **the Church** will ensure that action is taken to seek alternative employment options for employees who have been notified of their redundancy until the point of termination. Existing vacancies in the Church will be outlined and be subject to discussion with the employees concerned. For this purpose, further meetings may be arranged between the employee and their line manager. If a role is found to be suitable and an offer presented, a trial period of four weeks will apply.

If, during the trial period, the alternative vacancy is deemed unsuitable then the employee's employment will be terminated upon conclusion of the trial period. The employee's entitlement to a statutory redundancy payment will not be affected by this decision. In the event that further suitable alternative work is found, the employee will again undertake a trial period of four weeks in that role. The trial period may be extended if extra training needs are identified.

The employee loses their entitlement to a statutory redundancy payment upon an unreasonable refusal of a suitable alternative role. The same will apply in the event that the employee, having taken up the offer of the suitable alternative role, then resigns before the end of the trial period.

Employees who are on maternity, paternity, adoption or shared parental leave will be given preference over other employees in the search for suitable alternative vacancies.

Where there is more than one suitable applicant for a vacancy, **the Church** reserves the right to introduce a selection process akin to those used in a normal recruitment process, to allow for fair selection of the most suitable applicant.

Vacancies will, in the first instance, be "ring-fencing" for internal recruitment only.

## 22.9 Time-off to look for work/undergo training

If a notice of redundancy dismissal is served, those employees with at least two years' continuous service will be allowed time off work to seek other employment. A reasonable amount of time off will be granted for the purpose of attendance at interviews and participating in training for other form of employment. Any time off should be discussed with the employee's relevant manager prior to being arranged.

## 22.10 Support for redundant employees

**The Church** acknowledges the important role it plays in the provision of support to employees during the redundancy process and will endeavour to provide that support where possible. Consideration may be given to employee requests for further needs such as training and additional education, however, requests will be assessed on an individual basis.

### **22.11 Statutory redundancy payments**

A statutory redundancy payment will be payable to those employees with a minimum of two years' continuous service with **the Church**. This redundancy payment is formulated based on an employee's age, length of service and final gross weekly pay. This final gross weekly pay is subject to the statutory maximum at the time of the redundancy dismissal.

### **22.12 Notice and termination of employment**

Normally, employees will be required to work during their redundancy notice period, however, **the Church** reserves the right to make a payment in lieu of notice (PILON). In these circumstances **the Church** may consider a request from an employee to reduce their contractual notice period or the employee may provide a counter notice in line with statutory provisions. In the case of the latter, **the Church** will normally accept a counter notice unless exceptional circumstances apply.

**Annexe - Recruitment Selection and Appointment - Employees**

**Annexe - Recruitment Selection and Appointment – Readers**

**Annexe - Recruitment Selection and Appointment – Trainees**

**Annexe - Recruitment Selection and Appointment - Volunteers**

**Annexe – Model Contract of Employment**

**Annexe – Model Working Agreement**

**Annexe - Lone Working**

**Annexe - Disciplinary Procedure**

## Annexe - Grievance Procedure

### Annexe – Employee Role based Salary Scale

	<b>2016</b>	<b>2017</b>	<b>2017 Hourly</b>	<b>2018 Provisional</b>
<i>PCC agreed figure for "Inflation"</i>		2.00%		2.00%
<b>Living Wage set in Nov.</b>	<b>£8.25</b>	<b>£8.45</b>		<b>£8.62</b>
<i>Increase in Living Wage</i>		2.42%		
<b>FULL TIME SALARIES</b>				
<i>Hourly Rate x 37.5 x 52</i>				
<b>Point-01</b>	<b>£16,088</b>	<b>£16,478</b>	<b>£8.45</b>	<b>£16,807</b>
<b>Point-02</b>	<b>£18,000</b>	<b>£18,360</b>	<b>£9.42</b>	<b>£18,727</b>
<b>Point-03</b>	<b>£18,950</b>	<b>£19,329</b>	<b>£9.91</b>	<b>£19,716</b>
<b>Point-04</b>	<b>£20,098</b>	<b>£20,500</b>	<b>£10.51</b>	<b>£20,910</b>
<b>Point-05</b>	<b>£20,910</b>	<b>£21,328</b>	<b>£10.94</b>	<b>£21,755</b>
<b>Point-06</b>	<b>£22,059</b>	<b>£22,500</b>	<b>£11.54</b>	<b>£22,950</b>
<b>Point-01</b>	<b>£25,500</b>	<b>£26,010</b>	<b>£13.34</b>	<b>£26,530</b>
<b>Point-02</b>	<b>£28,560</b>	<b>£29,131</b>	<b>£14.94</b>	<b>£29,714</b>
<b>Point-03</b>	<b>£31,620</b>	<b>£32,252</b>	<b>£16.54</b>	<b>£32,897</b>
<b>withHousing-01</b>	<b>£21,420</b>	<b>£21,848</b>	-	<b>£22,285</b>
<b>withHousing-02</b>	<b>£24,480</b>	<b>£24,970</b>	-	<b>£25,469</b>