



## **Guideline Leaflet L08: Employment**

All churches that employ staff (other than a Minister) need to read this leaflet. It offers comprehensive advice on employment law and was written in conjunction with our solicitors. It contains a model employment contract and other model policies and procedures.

## L08 Employment

**These notes are offered as guidelines by the BUGB HR Team to provide information for Baptist churches.**

**These notes can never be a substitute for detailed professional advice if there are serious and specific problems, but we hope you will find them helpful.**

**The HR and Safeguarding Team Leader of the Baptist Union (Rachel Stone) is also available to provide advice, and her contact details are given at the end of this document.**

### 1. GENERAL

Churches appointing a minister are reminded that ministers are appointed to a ministerial 'office', rather than to an employment, and they are advised to contact the Ministries Team of the Baptist Union. Standard terms of appointment for ministers are available to download from the Ministries section of the Resources pages.

Where a church employs other persons it must comply with the requirements of employment law - to which these notes seek to draw attention. There are also likely to be income tax and national insurance implications, and reference should therefore be made to the *Taxation Guidelines for Churches and Ministers* (document F06) and other taxation guidance which appears on the Union's website.

### 2. EMPLOYEES AND WORKERS

An employee is defined as 'an individual who works under a contract of employment'.

The definition of a 'worker' is far wider. A worker is defined as 'An employee (who works under a contract of employment) or one who has any other type of contract (written or unwritten) under which they are personally obliged to work or perform services. Those who provide professional services under a professional/client relationship are excluded.

Employee have greater legal rights than workers, so please take advice if you are unsure which category applies to someone carrying out work for the church.

### 3. EMPLOYMENT LAW

**Employment law is exceptionally complex. If in doubt, competent professional advice should be obtained.**

Much of the current law is found in the Employment Rights Act 1996 and the Employment Relations Act 1999, although new legislation is brought in each year in April and October.

Whenever anyone is 'employed', including part time or fixed term employees, a contract of employment is formed, whether this is written down or not. The law requires certain particulars relating to this contract of employment to be in writing and given to the employee before they start work. We would recommend that these

particulars go out as part of the letter of appointment so that there is clarity from the start about the terms of employment.

**Annex 1** to these *Guidelines* is a list of the particulars that must be in writing.

When a church employs someone it is suggested that the main terms are set out in a Statement of Terms of Employment to the employee who can be asked to sign a copy as confirmation of acceptance of the post and the terms of the contract. This must be sent to the individual before they start working for the church.

**Annex 2** is a model covering letter to send out with the Employment Contract, and

**Annex 3** contains a suggested form for an Employment Contract.

These documents must be adapted carefully to meet the church's requirements. If you are unsure of the meaning or importance of any particular term that you wish to add, amend or change, please take advice.

Since April 2020 workers are also entitled to a similar statement of their main terms and conditions of their engagement.

#### **4. PROBATION**

It is usual for a new employee to have an initial probationary period, usually lasting between 3 and 6 months. This gives time for both employer and employee to be satisfied that the employment should continue. It is important that a proper review is undertaken before the probationary period expires, and the person concerned notified in writing before the expiry of the period, whether the employment is to continue or the probationary period is to be extended or the employment is to end. Please note that employment will not automatically terminate at the end of a probation period – you will still need to give the appropriate notice.

Where there is a probationary period this should be made clear in the letter of appointment and in the statement of terms and conditions. Usually an employee's notice period will be shorter during probation, although this is not essential.

#### **5. NOTICE**

This is a matter which must be carefully considered. Too short a notice period gives no time to recruit and carry out handover work; too long a notice period can become cumbersome for employer and employee alike.

The minimum periods stipulated by law for notice given by an employer are:

- **One week's notice** if continuous employment is less than two years
- **One week's notice for each year of continuous employment** if continuous employment is two years or more but less than twelve years
- **Twelve weeks' notice** if the period of continuous employment is twelve years or more

In practice, however, the church may wish to specify a longer period of notice as it

will depend on what is reasonable. For example, it is considered reasonable for an employee paid monthly to be given a month's notice, but three-to-six-month notice periods are often used for more senior staff appointments.

If you need to give notice to an employee at any point, you need to give the greater of the minimum period stipulated by law and the notice period shown in the employment contract.

The minimum notice to be given by an employee who has been in post for at least a month is one week. Normally the notice period will be the same for both employer and employee.

Where the employment is terminated by an employer on short or no notice for a valid reason or by mutual agreement, the salary due during the notice period can be paid instead as 'payment in lieu of notice'. Money paid in lieu of notice is subject to tax and NI deductions.

## **6. FIXED TERM AND LIMITED CONTRACTS**

There may be situations where you wish to offer employment for a fixed period of time, e.g. a 12 month contract. This could be, for example, because of uncertainty about long term funding or because you want to try a new role or new team structure, or because the work relates to a project or set of tasks.

An employee on a fixed-term contract should normally receive the same benefits as any comparable employee on a permanent contract. For example, if a church employs a youth worker on a fixed-term contract and another on a permanent contract they should receive the same benefits (unless any difference in treatment can be justified by a factor other than the fixed-term nature of the contract).

It is important to know that when the contract terminates at the end of the contract period or when a project or set of tasks is complete, this still equates to a dismissal under employment law. If the employee has at least 2 complete years of service at the end of contract, they could claim unfair dismissal and it would be for the church to show that the dismissal was fair. It is no longer possible for a church to include a waiver of the right to claim unfair dismissal or of the right to claim a redundancy payment in a new fixed term contract.

If you employ an individual on a series of fixed term contracts and the period of continuous employment reaches 4 years, then the individual must be treated as if they were a permanent member of staff.

## **7. PART-TIME WORKERS**

A part-time worker should normally receive the same benefits as any comparable full-time worker on a pro-rata basis. If, for example, a church employs a part-time administrator and a full-time administrator, the part-time administrator should receive the same benefits, pro-rata, as the full-time administrator unless any difference in treatment can be justified by a factor other than the difference in hours worked.

## 8. REDUNDANCY

A redundancy situation will arise if the employer's work requirements have ceased or diminished and the worker has been dismissed for that reason.

It is a legal requirement to consult with employees if you think a redundancy situation is likely to occur. This consultation should look at the reasons for the potential redundancies, possible alternative work and, if needed, the criteria that will be used to select people for redundancy. The ACAS guide to managing redundancies is a helpful starting point if your church has not been in this situation before. <https://www.acas.org.uk/manage-staff-redundancies>. The weekly rate for statutory redundancy pay is £643 as of April 2023 and the employee's age, length of service and normal weekly pay are taken into account. A statutory redundancy pay calculator can be found here <https://www.gov.uk/calculate-employee-redundancy-pay>.

Even in a genuine redundancy situation a termination of employment might still be regarded as an unfair dismissal where, for example, another post offered to someone else should have been available to the employee being made redundant, or where there were two or more employees and only one of them has been selected for redundancy on an unfair basis. Competent professional advice should be obtained before starting any redundancy process.

A guidance note specifically on redundancy consultation can be requested from our HR Team Leader (HR@baptist.org.uk).

## 9. UNFAIR DISMISSAL

There are many reasons why a church may need to bring an employee's employment to an end. Issues of poor performance, unsuitable conduct, excessive absence, long term health issues or inability to fund the role in the future may all lead to dismissal. However, great care must be taken to ensure that the correct procedure is followed before taking action to dismiss. Employees usually need to complete two years' service before they can claim unfair dismissal, although there are exceptions to this (for example, discrimination or whistleblowing claims).

Even if the reason for dismissal seems justified, a claim can arise if the church has not followed the correct procedures. Unfair dismissal claims have been upheld even where the employee has resigned. In any cases of doubt it is wise to obtain competent professional advice.

The disciplinary and grievance procedures at **Annexes 6 & 7** set out what should be the normal practice.

## 10. RECRUITMENT AND REFERENCES

Before a church employs someone they need to go through a fair recruitment process. This will include writing a clear description of the job, open advertising, shortlisting against the requirements of the job, structured interviews and a robust decision-making process. A guidance note on recruitment is available here: [https://www.baptist.org.uk/Articles/452419/BUGB\\_Guide\\_to.aspx](https://www.baptist.org.uk/Articles/452419/BUGB_Guide_to.aspx)

In addition, where a person is going to be working with children, young people and/or

adults at risk, special recruitment measures are needed. Anyone working with children, young people or adults at risk, either on a paid or volunteer basis, will need to have a DBS check done, with clearance given before they start work. A DBS checking service is available through the Baptist Union, and the costs of this are met by BUGB, so it is free at point of use for churches. For more information please see our website [https://www.baptist.org.uk/Articles/452419/BUGB\\_Guide\\_to.aspx](https://www.baptist.org.uk/Articles/452419/BUGB_Guide_to.aspx)

## Gathering references

There are many advantages in obtaining a verbal reference from a previous or present employer, but in all cases written references should also be obtained.

## Giving references

If the church is asked to give a reference for an employee, this should only be given by a responsible church officer based on factual information, and only to someone who has a good reason to ask for it.

The reference must be accurate, reasonable and fair, so must be given by someone who knows the facts. Otherwise, the church could be involved in a claim for damages, whether or not a disclaimer is given. A worker is not entitled to receive a copy of any reference given from the church giving it but may be entitled to obtain a copy from a receiving church or employer. Always work on the basis that what you write may be seen by the individual. Again, in difficult cases seek competent professional advice.

## 11. PREVENTION OF ILLEGAL WORKING

All employers in the UK are required to make basic document checks on every person they intend to employ to ensure that they are not employing an illegal worker. A Church which does not check properly and takes on someone who cannot validly work in this country can be liable for a fine of up to £20,000 for each illegal worker.

By carrying out document checks you will ensure that you only employ people who are legally allowed to work for you, and you will also have a **statutory excuse** against payment of a large fine if a person turns out to be an illegal worker.

You should carry out checks on **all** people **before** they start working for you to ensure you avoid discrimination. You should not make presumptions about a person's right to work in the UK on the basis of their background, appearance or accent.

The documents that are acceptable for proving someone has the right to work in the UK are split into three lists. These lists are called List A and List B Group 1 and List B Group 2 and can be found at Annex 5. Any of the documents, or specified combinations of documents, described in List A show that the holder has an **ongoing** right to work in the UK. Any of the documents, or specified combinations of documents, described in both List B Group 1 and List B Group 2 show that the holder has a right to work in the UK for a **limited period of time**.

You should not accept a National Insurance number on its own in any format as this does not provide acceptable evidence of a right to work in the UK.

You must ask for and be given one of the single documents, or specified

combinations of documents from **List A or List B Group 1 or List B Group 2**

**You must only accept original documents.** For each document you must take reasonable steps to check that it is genuine. You must take a copy of the relevant pages of the document in a format which cannot later be altered. You must then keep a record of every document you have copied.

Further information can be sought from the Sponsorship, Employer and Education Helpline on 0300 123 4699 or: <https://www.gov.uk/uk-visa-sponsorship-employers/apply-for-your-licence>

Guidance for employers on avoiding illegal working can be found at <https://www.gov.uk/government/publications/preventing-illegal-working-guidance-for-employers-october-2013>.

## **12. WORKING TIME REGULATIONS**

The Working Time Regulations deal with working hours, rest periods and breaks, as well as holiday entitlements. These regulations apply to all employees and workers but not to ministers in a pastoral appointment, or to genuine volunteers with no legal entitlement to be paid.

It is therefore important for the church to be able clearly to distinguish between workers/helpers who are genuinely prepared to work for no reward and those who work on the understanding that they will receive some pay, whatever it may be called.

The Working Time Regulations provide for a worker to be entitled to:

- a maximum weekly working time of 48 hours (averaged over a 17-week period);
- regulation of any night working;
- a weekly minimum rest period of not less than 24 hours in each 7-day period and a minimum daily rest period of 11 consecutive hours in any 24 hours;
- rest breaks where the daily working time is more than 6 hours;
- annual leave of 28 days (including public holidays) with the prohibition of money being paid in lieu of taking holidays, save on termination of employment;
- a worker who is aged 16 or 17 may only work 8 hours a day and 40 hours per week. They should not work between 2000 hours and 0600 hours. If the worker is contractually obliged to work until 2300 hours, they may not then work between 2300 hours and 0700 hours.

They also set down minimum requirements for holiday – see section 13 below.

## **13. HOLIDAY PAY AND ENTITLEMENT**

Employees are entitled to annual leave of 5.6 weeks (28 days) each year including public holidays. Employers must ensure that employees use their holiday entitlement, and it is not possible to pay employee in lieu of this minimum holiday

requirement except when an employee leaves employment.

Holiday pay for part time workers should be calculated on a pro rata basis. For employees with variable working hours, holiday entitlement should be calculated over a 52 week reference period. More information on how to calculate holiday entitlement and pay can be found here <https://www.gov.uk/calculate-your-holiday-entitlement>

#### **14. NATIONAL MINIMUM WAGE**

Any worker aged 23 or over is entitled to be paid a minimum of the National Living Wage of £10.42 per hour (as of 1 April 2023).

There is a national minimum wage of £10.18 per hour for any person aged 21 to 22 (as of 1 April 2023).

- The wage for those aged 18-20 is £7.49 per hour.
- The development rate for 16- and 17-year-olds is £5.28 per hour.
- There is also an apprentice rate of £5.28 per hour for apprentices aged 19 or under, or aged 19 and over and in the first year of their apprenticeship).
- These figures are reviewed annually.

The calculation of the minimum wage is to be over a 'reference' period, normally that of the interval of payment. The hours worked during that period have to be, overall, paid at not less than the minimum wage. The pay level is that of gross pay before deductions.

In calculating the minimum wage, it is the average hourly rate over the reference period which is relevant for deciding whether the minimum wage has been paid. Two figures therefore need to be established:

- the total pay received in the relevant pay reference period and
- the total number of hours worked during that period.

It may therefore be possible for some hours in a pay reference period to be paid at below the minimum wage and for some hours to be paid at a rate above the minimum wage so long as the average hourly rate over the whole pay reference period is equal to or greater than the minimum wage.

If the church chooses to provide accommodation for an employee, this may count at the rate of £8.70 per day up to a maximum allowable amount of £60.90 per week (as of 1 April 2023).

No other benefit in kind will count towards the minimum wage. For example, the payment of other accommodation outgoings, such as council tax, water rates, electricity or any other benefit, do not count towards the minimum wage.

Travel between home and the normal place of work is not treated as part of normal working hours. However, travel necessitated by the work and rest time during that travel has to be paid at the national minimum wage rates.

All employers are required by law to ensure that employees receive at least the minimum wage. Deliberate failure to pay the minimum wage is a criminal offence and employers who do not pay it face a penalty of up to £20,000 and a minimum of

£100 per employee. Employers must keep sufficient records to be able to demonstrate that their employees are not being paid less than the minimum wage and these records must be available for inspection.

## 15. VOLUNTARY WORKERS

Individuals performing services on a voluntary basis for a church or other charitable body may be reimbursed expenses incurred in carrying out such work and HMRC have stated that they will not seek to charge tax on the payment of reasonable expenses, including travel expenses within the usual approved limits. However, if payment is also made for services rendered, then the whole amount is potentially subject to income tax and NICs and will need to be reported under the PAYE provisions. A volunteer may be provided with any meals or accommodation which is reasonable in the particular circumstances but the payment of regular pocket money or of a lump sum unrelated to a volunteer's actual expenses should be avoided

The same care should be taken in the recruitment of volunteers as paid employees and similar standards should apply, including DBS checks where required.

## 16. PROVISION OF ACCOMMODATION

If accommodation is provided for an employee (such as a church caretaker) for the better performance of the duties, or for security reasons, it is important to ensure that the terms of occupation are correctly dealt with, and **Annex 3** to these guidelines sets out suggested provisions. A church could find itself in legal and financial difficulty if the use of accommodation is given without proper consideration and documentation.

## 17. DISCRIMINATION

Tribunals which deal with employment issues are also empowered to award damages, regardless of the length of employment, where it can be established that a worker has been the subject discrimination on the grounds of their marriage or civil partnership status, pregnancy or maternity, disability, race, sex or sexual orientation, religion or belief, age or gender reassignment. For this and other good reasons, it is important for a church to adopt an appropriate Equal Opportunities Policy and for this Policy to be known and observed by all those who are concerned with it. It should be noted that although Ministers may not be regarded as employees for the purposes of unfair dismissal claims according to the circumstances, they may still be covered by discrimination laws.

**Annex 4** is a suggested Policy which can be used by the church as the basis for an Equal Opportunities Policy.

If there is any suggestion of harassment on grounds of marriage or civil partnership status, pregnancy or maternity, gender reassignment, age, sex, race, disability, religion/belief or sexual orientation this should be investigated and dealt with promptly. Failure to do so could involve the church in a serious discrimination claim against them. Churches should also be careful not to discriminate against people who have made complaints of discrimination, as this could also result in a claim against them for victimisation.

Direct discrimination occurs where someone is treated less favourably than others are, or would be, treated for a reason related to marriage or civil partnership status, pregnancy or maternity, gender reassignment, age, sex, race, disability, religion/belief or sexual orientation (the “Protected Characteristics”).

Indirect discrimination occurs where an individual is subject to a provision, criterion or practice which one protected group finds more difficult to comply with than another (even though on the face of it the provision is neutral). For example, a requirement that a particular role is full time could have a greater adverse effect on women as they are generally accepted as taking primary childcare responsibility. If the criteria cannot be objectively justified for a reason unconnected with one of the protected characteristics in question, it would be indirectly discriminatory.

Discrimination also includes victimisation (less favourable treatment because of action taken to assert legal rights relating to discrimination or to assist a colleague in that regard).

Harassment occurs when a person is subjected to unwanted conduct related to a protected characteristic which has the purpose or effect of violating a person’s dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the person.

## **18. DISABILITY DISCRIMINATION**

It is unlawful for a church:

- to treat a disabled person less favourably because of something arising in consequence of their disability, if it cannot show that the treatment in question is justified;
- to fail to make reasonable adjustments to its premises or other arrangements for a disabled person;
- to treat a disabled person less favourably than someone who is not disabled in that way and whose circumstances, including skills, are not materially different from those of the disabled person.

## **19. RELIGION OR BELIEF OCCUPATIONAL REQUIREMENT**

Organisations which have an ethos based on religion or belief can rely on an occupational requirement (OR) for employees to be of a particular religion where, having regard to the ethos and the nature and context of that work:

- it is an occupational requirement;
- the application of the requirement is a proportionate means of achieving a legitimate aim;
- the person to whom the requirement is applied does not meet it (or the employer has reasonable grounds for not being satisfied that the person meets it).

Any church which wishes to claim an occupational requirement based on religion or belief should ensure that applicants are required to sign up to and continue to accept the BUGB Declaration of Principle and a similar document that defines the beliefs you expect someone working under an occupational requirement to hold. Churches are also suggested to adopt their own Code of Conduct, an example of which is at **Annex 11** of this document, in order to demonstrate to its employees the behaviour expected in roles where you claim an occupational requirement.

Where the job in question is not obviously 'spiritual', churches should ensure that they can explain why the context of the employment is such that the job must be held by a Christian. The Church would then have to show that it is a proportionate means of achieving a legitimate aim i.e. is there any less discriminatory way of achieving the same aim. The job description should then include all aspects of the job which result in a requirement for it to be held by a Christian.

### **ACAS Guidance: determining an OR**

- the employer must be able to show that being of a specific religion or belief is a central requirement of the job and not just one of many relevant factors;
- when considering applying such a requirement, the employer must look at each post individually both in terms of the duties of the job and the context in which it is carried out;
- employers should not expect to apply a blanket occupational requirement to all its posts;
- employers should consider whether there are alternatives to applying an occupational requirement. For instance, if only a small part of the jobs needs someone from that religion then it may be possible to redistribute work or re-organise roles in such a way as to avoid applying a religious requirement to a particular post;
- employers should be clear about the link between the requirements of the job and the need to maintain the church's/projects ethos;
- employers can reasonably expect their staff to keep to the organisational values and culture and should bear in mind that people may be able to maintain those values and culture without actually belonging to the particular religion or belief;
- employers should be clear about the link between the requirements of the job and the need to maintain the organisation's ethos as, in the event of an Employment Tribunal claim on the grounds of religious or belief discrimination, the burden of proof will be on the employer to show the OR

A set of guidance leaflets (L09) address the issues of religious exemptions and the Equality Act 2010. We recommend that the churches read these leaflets before proceeding with actions that relate to this area.

## **20. SEXUAL ORIENTATION EXEMPTION**

There is a limited exception that allows discrimination on the grounds of sexual orientation where employment is for the purposes of an organised religion. This same exemption can also be used where there is a requirement to be of a particular sex; not to be a transsexual person; not to be married or a civil partner; not to be married to, or the civil partner of, a person who has a living former spouse or civil partner; and relating to circumstances in which a marriage or civil partnership came to an end.

Please refer to our specific guidance in our L09 leaflets which provided detail guidance in this area [www.baptist.org.uk/resources/L09](http://www.baptist.org.uk/resources/L09).

## 21. DISCRIMINATION ON THE GROUNDS OF AGE

It is unlawful to discriminate on grounds of age unless this discrimination can be justified as a proportionate means of achieving a legitimate aim. There are limited exceptions covering enhanced redundancy payments, payment of the national minimum wage, retirement and benefits related to length of service (e.g. increased holiday or sick pay).

Redundancy payments need to mirror the statutory redundancy scheme but can be enhanced for particular employees so long as the criteria for enhanced redundancy payments and the amount for each employee is calculated on the same basis.

There is an exception for employers paying the national minimum wage. Employers should ensure that it does not pay a different rate of pay to employees within the NMW age bands because of their age.

There is a general exception covering differences in benefits resulting from length of service where the length of service does not exceed 5 years. Employers will still be able to differentiate in this situation if they can show that they reasonably believe that there is a business need for the difference (e.g., encouraging loyalty or motivation or rewarding experience).

## 22. RETIREMENT

In most church employment situations, it is not possible to adopt a fixed retirement age. Most retirement policies do not specify a fixed retirement age. The nationally recognised default retirement age of 65 no longer applies. We expect that in most cases a flexible retirement date will apply and a retirement policy for 'no fixed retirement age' can be found at **Annex 8**.

If it is the decision not to have a fixed retirement age, the Church will need to ensure that they implement a proper performance management procedure of staff and build discussions regarding future plans into appraisal processes.

If the Church decides to have a fixed retirement age, the decision to choose that age will need to be objectively justified in order to avoid claims of age discrimination. Objective justification means showing that the age chosen is a proportionate means of achieving a legitimate aim. Having established an objectively justified retirement age, you should ensure that you also follow a fair procedure in dismissing the employee for that reason in order to avoid claims of unfair dismissal. We strongly suggest that you seek specialist legal advice before proceeding with this route.

Draft retirement policies are produced at **Annex 8 and Annex 9**.

### **23. RECRUITMENT OF EX-OFFENDERS**

We have produced a sample Policy Statement on the Recruitment of Ex-Offenders. This is produced as **Annex 10**.

It is vital that this Policy Statement, or similar statement, is included in the pack of information issued to persons enquiring about the post. It is as important as the job specification and other information.

For an expanded statement please refer to information on the Disclosure and Barring Service website. Whilst this is not designed with Baptist churches in mind, it does provide an insight into the need to ensure the recruiting process is fair and that the confidentiality of the applicant is carefully safeguarded.

<https://www.gov.uk/government/publications/dbs-sample-policy-on-the-recruitment-of-ex-offenders/sample-policy-on-the-recruitment-of-ex-offenders>

### **24. SICK LEAVE**

As a minimum, most employees are entitled to be paid statutory sick pay for up to 28 weeks' absence. Statutory sick pay is currently paid at a weekly rate of £109.40 (from 6 April 2023). Churches may decide in a particular situation that an employee will continue to be paid their salary during a period of absence. If this is done, the church should make it clear that this payment is discretionary.

If, however, a church wishes to pay contractual sick pay as part of their normal package of benefits for staff, the contract should make the amount of the payments and their duration clear. For example, you could state that an employee will be entitled to receive two months' full pay and then two months' half pay during sickness absence in any twelve month period.

### **25. MATERNITY LEAVE**

Pregnant employees should be given paid time off work to attend appointments for antenatal care. A period of 26 weeks' ordinary maternity leave followed by 26 weeks of additional maternity leave is available to all employees irrespective of length of service.

Statutory maternity pay is payable at the rate of 90% of the employee's normal weekly earnings for the first six weeks and at a flat rate of £172.48 (or 90% of the employee's normal weekly earnings if that is lower) for up to 33 further weeks. (Rate accurate from 4 April 2023).

In order to claim statutory maternity pay an employee must have:

- 26 weeks' continuous service up to and including the 15th week before the expected week of childbirth.
- Become pregnant and have reached or given birth before reaching the start of the 11th week before the expected week of childbirth.

- Have started a period of maternity leave.
- Average weekly earnings for the 8 weeks up to and including the 15th week before the expected week of childbirth equal to at least the lower earnings limit for the payment of primary class one national insurance contributions, currently £123 (from April 2023).
- Given 28 days' notice to her employer of the date when she expects liability for statutory maternity pay to begin or if 28 days' notice was not reasonably practicable, such lesser notice as was practicable;
- Produced medical evidence of the pregnancy and of the expected week of childbirth.

A calculator for statutory maternity pay and leave can be found here <https://www.gov.uk/maternity-paternity-calculator>

An employee who does not qualify for statutory maternity pay may be entitled to claim maternity allowance instead. Further details can be found here <https://www.gov.uk/maternity-allowance>

## **26. PATERNITY LEAVE**

Fathers may be entitled to take one or two weeks' paternity leave within 56 days of the child's birth if they and their partner are expecting a baby or adopting a baby.

The father should be paid statutory paternity pay at the rate of £172.48 per week (or 90% of the employee's normal weekly earnings if that is lower).

Fathers must give their employer 28 days' notice of their intention to take paternity leave.

More detail on paternity leave and calculating statutory paternity pay can be found here <https://www.gov.uk/employers-paternity-pay-leave>

## **27. SHARED PARENTAL LEAVE**

Employees may be entitled to Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP).

Employees can start SPL if they're eligible and they or their partner end their maternity or adoption leave or pay early. The remaining leave will be available as SPL. The remaining pay may be available as ShPP. (ShPP is paid at the same rate as SMP). Sometimes only one parent in a couple will be eligible to get Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP). This means that they can't share the leave.

Eligible employees can take SPL in up to 3 separate blocks. They can also share the leave with their partner if they're also eligible. Parents can choose how much of the SPL each of them will take.

For example, a mother could end her maternity leave after 12 weeks, leaving 40 weeks (of the total 52 week entitlement) available for SPL. If both the mother and her partner are eligible, they can share the 40 weeks. They can take the leave at the same time or separately.

SPL and ShPP must be taken between the baby's birth and first birthday (or within 1 year of adoption).

To qualify for SPL, the child's mother (or adoptive parent) must be eligible for either [maternity leave or pay](#), [Maternity Allowance](#) or [adoption leave or pay](#)

Your employee must also:

- have worked for you continuously for at least 26 weeks by the end of the 15th week before the due date (or date they are matched with their adopted child)
- still be employed by you while they take SPL
- give you the [correct notice](#) including a declaration that their partner meets the employment and income requirements which allow your employee to get SPL

## **28. ADOPTIVE PARENTS**

Parents who adopt a child will be entitled to one year's adoption leave commencing either on the date on which the child is placed for adoption or on a date no more than 14 days before the expected date of placement.

To be eligible for adoption leave, a parent must have completed 26 weeks' service by the time they are matched with a child.

Where a couple jointly adopt, only one of them will be entitled to take adoption leave but the other parent will be entitled to take statutory paternity leave.

The employee must give the employer notice of their intention to take adoption leave within seven days of being notified of having been matched with a child.

Statutory adoption pay should be paid for 39 weeks with 90% of their gross average weekly earnings for the first 6 weeks, and then £172.48 a week or 90% of their gross average earnings (whichever is lower) for the next 33 weeks.

There are no specific rights for foster parents.

## **29. UNPAID ('ORDINARY') PARENTAL LEAVE**

Employees with at least one year's continuous service are entitled to take unpaid parental (called 'Ordinary Parental Leave') for the purpose of caring for the child if they are the parent of a child who is under 18 years old, or if they have adopted a child under the age of 18. Employees may take a maximum of 18 weeks' unpaid parental leave. The employee's right to take leave lasts until a child's 18th birthday. Ordinary parental leave is available for each child. If an employee has, for example,

two children under the age of 18, he or she may take 18 weeks' unpaid parental leave in respect of each of those children.

Leave can be taken in blocks or multiples of one week (unless the child has a disability in which case leave may be taken in blocks of one day) and employees may be required to give notice of their intention to take leave. Employees may only take four weeks' leave in any twelve-month period and leave may be postponed by the church for up to six months where the work of the church would be unduly disrupted. However, leave cannot be postponed when the employee gives notice to take it immediately after the time the child is born or is placed with the family for adoption.

### **30. PARENTAL BEREAVEMENT LEAVE**

Bereaved parents of a child who dies before their 18<sup>th</sup> birthday have a right to take up to two weeks' parental bereavement leave with pay at £172.48 per week or 90% of average weekly earnings (whichever is lower) (as of April 2023). This right also applies to stillbirths occurring after 24 weeks of pregnancy.

More information can be found here <https://www.acas.org.uk/time-off-for-bereavement/parental-bereavement-leave-pay>

### **31. TIME OFF FOR DEPENDANTS**

Employees are entitled to a reasonable amount of unpaid time off in order to take action which is necessary –

- (a) to provide assistance on an occasion when a dependant falls ill, gives birth, is injured or assaulted;
- (b) to make arrangements for the provision of care for a dependant who is ill or injured;
- (c) in consequence of the death of a dependant;
- (d) because of the unexpected disruption or termination of arrangements for the care of the dependant; or
- (e) to deal with an incident which involves a child of the employee and which occurs unexpectedly in a period during which no educational establishment which the child attends is responsible for him.

This right does not arise unless the employee informs the church of the reason for their absence as soon as reasonably practicable and tells the church how long they expect to be absent. Please note that this is intended as short term absence to enable other care arrangements to be made.

For these purposes a dependant means a spouse, a child, a parent, or a person who lives in the same household as the employee, otherwise than by being his employee, tenant, lodger or boarder.

For the purposes of (a) and (b) above dependant also includes any person who reasonably relies on the employee for assistance on an occasion when the person

falls ill or is injured or assaulted or to make arrangements for the provision of care in the event of illness or injury. For the purpose of (b) above dependent includes any person who reasonably relies on the employee to make arrangements for the provision of care.

## **32. FLEXIBLE WORKING**

Employers have a duty to consider requests from employees for flexible working, which could include part-time work, working from home or job-sharing. To be eligible an employee must have been continuously employed for 26 weeks at the point of making the request.

The employee must specify in a written application the change in their contract that they seek and the date on which they would like the change to be implemented. The employee must also specify the effect that they think the change to be implemented. The employee must also specify the effect that they think the change will have on the employer and suggest how these effects could be dealt with. Each employee may only make one application per year.

The employer must handle the whole process, including any appeal, within a three month period, although it is sensible to deal with such matters as quickly as possible. Once a written request has been received, the employer should arrange to meet with the employee, and the employee has the right to be accompanied. The application must be considered carefully but may be refused on a number of statutory grounds including the burden of additional costs, a detrimental effect on the ability to meet 'customer demand', the inability to reorganise work among existing staff and a detrimental impact on quality or performance.

The employer must give their decision to the employee in writing. Where the decision is to refuse the application, the employer must state which of the grounds for refusal are considered to apply, explain why those grounds apply in relation to the application, and advise the employee of their right to appeal. An employee does have the right to appeal against the employer's decision.

If a flexible pattern of working is agreed this will need to be confirmed formally. Once a flexible arrangement is agreed, the employee does not have a right to revert to the previous arrangement. However, you may wish to use an initial trial period during which both employer and employee can test the new arrangements and can choose to revert to previous terms.

If there is a failure to comply with the procedure the employee may submit a claim to the employment tribunal. If the claim is successful, the tribunal may order the employer to reconsider the request and award compensation of up to eight weeks' pay (which is currently capped at £643 per week).

More information on how to respond to a flexible working request can be found here <https://www.acas.org.uk/responding-to-a-flexible-working-request>

Please note that changes to these arrangements are likely to take effect later in 2023.

## **33. DISCIPLINARY, DISMISSAL AND GRIEVANCE PROCEDURES**

## ACAS Code

The key points of the ACAS code are incorporated within the model disciplinary and grievance procedures at **Annexes 6 & 7**. Further guidance may be taken from the ACAS Code and accompanying guidance if of interest (<https://www.acas.org.uk/acas-code-of-practice-on-disciplinary-and-grievance-procedures>). An organisation will not make itself liable to employment tribunal proceedings if it fails to follow the Code, however an employment tribunal must take the ACAS Code into account when it considers whether an employer has acted reasonably or not, in dealing with either disciplinary or grievance issues.

### **34. HEALTH AND SAFETY**

If the church employs someone (apart from a minister in a pastoral position) to work on church premises then the church premises will be regarded as 'a place of work' for the purposes of the Health and Safety at Work Act 1974. Reference should then be made to Guidelines leaflet L10 *Health & Safety and Fire Precautions* in order that the church might take the necessary steps to comply with the law.

### **35. CHARITY LAW**

The Charity Trustees of a church (usually the ministers, deacons, elders, or leadership team) (See Guidelines Leaflet C01 *Charity Legislation and Churches*.) It is usually the responsibility of the charity trustees to deal with all matters relating to employment. Charity law does not usually permit a charity trustee to be a paid worker and this prohibition will extend to the spouse of a trustee. It is therefore not usually appropriate for a paid worker (apart from the pastor of a church who is regarded as a special exception) to be a member of the diaconate but please refer to C01 *Charity Legislation and Churches*.

If a church sponsors or operates a separate charitable organisation or trust for a social project, for example a playgroup, and that separate organisation has employees then in such cases the trustees of the separate organisation (or if it is a company the directors) will be the employer and will be responsible for complying with the law. See, for example, Guidelines Leaflet L02 *Pre-Schools*.

### **36. INSURANCE**

If a church has a paid worker (and in this case a minister does count as an employee) there must be Employer's Liability cover and the law requires a certificate to this effect to be displayed on the church premises. The Baptist Insurance Company Plc are able to give advice on the cover required and to provide the appropriate certificate for display.

### **37. PENSIONS PROVISION AND AUTO ENROLMENT**

Under the Government's auto enrolment scheme, employers must automatically enroll workers who are aged between 22 and State Pension age, earn more than £10,000 and normally work in the UK into an appropriate pension scheme, although individuals can choose to opt out. You may be required to offer workers who earn between £6,240 (as at April 2023) and £10,000 the opportunity to join a pension scheme. You should take professional advice on your obligations.

The following link will direct you to the Baptist Pension Scheme website which has further information for employers in the Baptist Pension Scheme:

<http://www.baptistpensions.org.uk/content/pages/documents/1430726244.pdf>

### **38. DATA PROTECTION**

Any personal details about employees or workers will need to be treated with care and comply with the requirements of the Data Protection Act 1998. In addition, churches should prepare and provide to their employees an employee privacy statement.

Please refer to our Guidelines Leaflet L13 *Data Protection*.

## L08 - EMPLOYMENT

### ANNEX 1

#### **Information that you must supply in writing to a new employee before they start to work for the church**

- 1 The name of the employer and employee.
- 2 The date that employment will start and the length of any probation period.
- 3 A statement as to whether any previous employment is treated as being continuous with the present employment and if so the date when the continuous period of employment is deemed to have commenced (for example, where a person has been already employed to do one job in the church and is now employed to do a different job).
- 4 The employee's job title or job description.
- 5 The employee's place of work or, if more than one, the employer's address plus an indication that the employee is expected to work at various (specified or unspecified) addresses.
- 6 The scale or rate of remuneration or method of calculating remuneration and the intervals at which remuneration is paid. This includes salary or wages, overtime rates and any additional cash benefits.
- 7 Any terms and conditions relating to hours of work including a statement of normal working hours, or how hours may vary.
- 8 Any terms and conditions relating to entitlement to holidays (including public holidays) and holiday pay, including sufficient information to enable the parties to calculate the employee's entitlement to holidays and to accrued holiday pay on the termination of employment.
- 9 Any terms and conditions relating to incapacity for work due to sickness or injury, including any provision for sick pay.
- 10 Any collective agreements which directly affect the terms and conditions of the employment including, where the employer is not a party, the persons by whom they were made. (For example, workplace agreements with trade unions or staff representatives).
- 11 Where the employee is required to work outside the UK for a period of more than one month,
  - (1) the period for which he is to work outside the UK,
  - (2) the currency in which remuneration is to be paid while he is working outside the UK,
  - (3) any additional remuneration payable to him, and any benefits to be provided to

- or in respect of him, by reason of his being required to work outside the UK, and
- (4) any terms and conditions relating to his return to the UK. If the employee is not required to work outside the UK, this should be stated.
- 12 Any terms and conditions relating to pensions and pension schemes.
  - 13 The length of notice which the employee is required to give and entitled to receive to terminate the employment.
  - 14 For temporary contracts, the period for which the contract is expected to continue and, for fixed term contracts, the date on which the contract is to end and any conditions that might affect potential renewal.
  - 15 A person to whom the employee can apply for the purpose of seeking redress of any grievance relating to employment (other than health and safety) and the manner in which any such application should be made.
  - 16 A note specifying or referring to any disciplinary rules (other than health and safety) and any disciplinary or dismissal procedure applicable to the employee and the person (whether by name, description or job title) to whom an employee can appeal against any disciplinary action taken against them and the manner in which such an application should be made.
  - 17 Any terms in relation to any other paid leave entitlement.
  - 18 Any terms in relation to any other benefits offered in connection with this employment.
  - 19 Details of any training the individual must complete, including training for which the employer will not bear the cost.

**NOTES:**

**Health and safety rules, policies and procedures should also be specified.**

**The details in 1 to 8 should be in a single document (for example the letter of appointment, providing this deals with the matters fully). The remaining particulars may be given in one or more separate documents, for example, a document containing standard terms and conditions. Where there are no particulars for items 1 to 14, this fact must be stated.**

**It is often easier to put all of these details into a single letter or contract of employment, and an example of this is given on pages 23-34.**

**ANNEX 2**

**Please note that words or phrases in blue are those where you should insert details relevant to this employment and your church.**

**SAMPLE LETTER OF EMPLOYMENT**

Dear (Name),

**JOB TITLE AT ..... BAPTIST CHURCH**

It was a pleasure to meet you in our recent recruitment process. I am writing to confirm our offer to you of the role of (Job Title/Description) at ..... Baptist Church.

I enclose two copies of an employment contract which sets out details of the arrangements between us.

Please check this carefully and return the copy with the receipt completed on the final page. If you have any questions, please do contact me so we can discuss these together. Please note that this offer is conditional on the points raised in Section 19/20 of your employment contract.

Our other employment policies and procedures can be found in our Staff Handbook/are available from our Church Secretary.

We are delighted that you will joining us and look forward to working with you.

Yours sincerely

**ANNEX 3**

**This document (Annex 3) contains a full employment contract for a new employee. There are legal requirements for certain terms and conditions of employment to be contained in an employment contract so we would suggest that you do not remove any sections without taking advice first.**

**Please note that the sections marked in blue are where you will need to add the details for this employment and your church. You will also see that for some points there are several available options. Please read these carefully and choose the option that fits with the role you are offering, then delete the other options.**

**Drafting notes are marked in red and should be removed before the document is given to the new employee.**

**If you have any questions about how to use this employment contract, please contact [HR@baptist.org.uk](mailto:HR@baptist.org.uk).**

**STATEMENT OF TERMS OF EMPLOYMENT BETWEEN (NAME OF EMPLOYEE)  
AND (NAME OF BAPTIST CHURCH)**

**DATED (DATE)**

**Section 1 – Appointment Title, Management and Training**

- 1.1 Your job title is (job title). A copy of the job description for this role is attached.
- 1.2 You may be expected to undergo training at the church's expense and during normal working hours to maintain and enhance your skills.
- 1.3 Your supervisor/line manager for your employment will be (name).

**Section 2 – Place of Work & Duration**

- 2.1 Your normal place of work is (church name, church address)

**OR**

Your normal place of work will be at your home address (address) and you will be expected to attend for meetings at the church as required by your line manager.

**OR**

We have agreed a hybrid working pattern with you, in which you will work both from the church and from your home on a pattern agreed with your line manager. The pattern is:

| <b>Working Day</b> | <b>Location</b> |
|--------------------|-----------------|
| Monday             |                 |
| Tuesday            |                 |
| Wednesday          |                 |
| Thursday           |                 |
| Friday             |                 |

- 2.2 You will not be required to work outside the United Kingdom.
- 2.3 Your employment will begin on (Date) and may be terminated in accordance with the provisions of section 8 of this agreement.

**OR**

Your employment will begin on (Date). Your ongoing employment is dependent upon sufficient funding continuing to be made available to the church by (Source)

of funding) and should that funding (or any specific substitute funding) cease your employment will come to an end. In any event, your employment may be terminated in accordance with the provisions of section 8 of this agreement.

## OR

Your employment is in respect of the specific task/purpose of (Details of project or task). When that task/purpose is completed, your employment will come to an end. In any event, your employment may be terminated in accordance with the provisions of section 8 of this agreement.

- 2.4 For the purpose of establishing your employment rights, your continuous employment is from (Date) and does not include any previous employment/includes the period of your previous employment with (Church name).

**OPTIONAL Clause 2.5: This statement may not be appropriate to all employees and all posts. It should only be used for roles where there is an occupational requirement for the postholder to be a practising Christian.**

- 2.5 Your continued employment is dependent on your adherence to the beliefs and ethos of a Baptist Church and your life being led in accordance with a good Christian testimony.

## Section 3 - Pay and Expenses

- 3.1 You will be paid at the rate of £..... per hour/week/year. Payment will be made weekly /monthly/quarterly/in arrears/in advance by cheque/cash/direct credit to your bank account. Any alteration in pay will be notified to you in writing by the church.

- 3.2 You will be refunded with the amount of any receipted expenses which you incur in the course of your employment under the terms agreed with the church.

- 3.4 Subject to any relevant statutory restrictions for the time being in force the church may deduct from your pay:

- income tax and national insurance.
- a contribution you may be required to make as a member of a contributory pension scheme in respect of your employment.
- money which you are required to repay in respect of excess holiday taken at the effective date of the termination of your employment.
- Any other deductions required by law

- 3.4 Salaries are reviewed as of 1 January each year, although there is no automatic entitlement to an increase in salary each year.

- 3.5 We will write to you separately to confirm your pension details and contribution levels.

## Section 4 – Hours of Work

- 4.1 Your basic working hours are ..... per week and your normal working hours are: from (start time) to (finish time) Monday to Friday

**OR**

Your basic working hours vary across the working days of the week. Your usual working pattern is shown below:

| Working Day | From | To | Breaks (if any) |
|-------------|------|----|-----------------|
| Sunday      |      |    |                 |
| Monday      |      |    |                 |
| Tuesday     |      |    |                 |
| Wednesday   |      |    |                 |
| Thursday    |      |    |                 |
| Friday      |      |    |                 |
| Saturday    |      |    |                 |

Because the nature of the work is flexible it may vary from week to week. Some evening and weekend work may be involved. If you work overtime you will be allowed time off in lieu/pay for that overtime at the rate of \*\*% of your hourly rate.

**OR**

Due to the nature of your work it is not possible to specify the hours of normal working but it is expected that you will work a minimum of (number) of hours per week. If you are required to work unusual hours you will be allowed time off in lieu.

- 4.2 During your employment, there may be occasions when you are required to work in excess of an average of 48 hours per week over a 17-week period, which is the imposed statutory maximum hours, under the Working Time Regulations. It is hoped that you will be prepared to sign the voluntary agreement at the end of this contract which exempts you from the regulations. You may withdraw this agreement by giving one month's notice to your supervisor/line manager.

## Section 5 – Holidays and Holiday Pay

- 5.1 The church's holiday year is from [1 September to 31 August]. Holiday entitlement for part time workers will be calculated on a pro rata basis. All

holidays must be agreed in advance by your manager and recorded on the all staff holiday planner . Please give at least 2 weeks' notice of holiday you wish to take.

- 5.1 Your paid holiday entitlement is (number) days per holiday year, which includes all statutory bank holidays. During the period from the commencement of your employment until the beginning of the holiday year, your holiday entitlement will accrue at a rate of one twelfth of your annual entitlement on the first day of each month of that year. In calculating holiday entitlement, fractions of less than half a day are rounded up to the nearest half-day.

**OR**

If you work on a variable working hours pattern, then your holiday entitlement will be calculated on a pro rata basis, relating to the hours that you have actually worked in any 52 week reference period.

- 5.2 Holidays will be taken by agreement with your Supervisor to suit the requirements of your work. [If your duties require you to work on a public holiday you will be entitled to take another day's holiday by arrangement with your Supervisor.] You are encouraged to take all of your holiday entitlement within the relevant holiday year. [You are not entitled to carry forward holiday entitlement from one holiday year to the next].

**OR** [In exceptional circumstances you will be permitted to carry forward (number) days [NOTE: this can only refer to holiday entitlement in excess of the statutory minimum holiday entitlement i.e. 5.6 weeks including bank holidays] holiday entitlement from one holiday year to the next by agreement with [your Supervisor/line manager].

- 5.3 You may be required to take holiday during your period of notice. On the termination of your employment:

- i) If you have not taken all of your pro rated holiday, you will be entitled to pay in lieu of outstanding holiday entitlement;
- ii) If you have taken more than your pro rated holiday, you will be required to repay to the church any salary received for holiday taken in excess of your actual entitlement.
- iii) For these purposes your holiday entitlement in the final holiday year will accrue at a rate of one twelfth of your annual entitlement for each completed month of service and the basis for payment or repayment of holiday shall be 1/522 (this would be relevant for a five day working week) of your annual salary for each half day. Repayment will normally be made by deduction from any sums payable to you by the church.
- iv) You will continue to accrue your holiday entitlement whilst you are on sickness absence.

## **Section 6 – Sickness and Sick Pay**

- 6.1 If you are absent from work by reason of sickness you must notify your [supervisor/line manager](#) as soon as reasonably practicable.
- 6.2 You must keep your [supervisor/line manager](#) regularly informed of the reason for your continued absence.
- 6.3 Immediately following your return to work after a period of absence through sickness not exceeding seven days you must complete a self-certification form which is available from your doctor's surgery or from the local office of the Department for Work and Pensions. This form will be retained in your employment record.
- 6.4 If your sickness persists for more than seven consecutive days (including weekends and holidays) you must on the eighth day of sickness complete and return to your supervisor/line manager the self-certification form and thereafter provide a doctor's statement for absence (called a 'fit note') from the eighth consecutive day of sickness. Please note that your fit note should be sent to your line manager on the day you receive it, not at the end of your period of sickness absence.
- 6.5 You will be paid statutory sick pay in accordance with such statutory provisions as may then be in force subject to your compliance with the requirements of this section. [\[In addition, and subject to your compliance with the requirements of this section, the Church will pay an additional amount not exceeding your normal pay for a period of \(number\) weeks during your first year of employment\) and \(number\) of weeks thereafter in any 12 month rolling period.\]](#)
- 6.6 Your qualifying days for statutory sick pay purposes are the normal working days specified or, if not so specified, are Sunday to Saturday inclusive.
- 6.7 Sick pay will only be paid if you have and continue to comply with the Church's sickness absence reporting rules.

## **Section 7 – Grievance and Disciplinary/Dismissal Procedures**

- 7.1 If you consider that you have any grievance arising out of your employment you should give written details of your grievance to your [supervisor/line manager](#). Your [supervisor/line manager](#) will then arrange for your grievance to be dealt with in accordance with the Church's grievance procedure which is available from the [\[Church Secretary\]](#). This procedure does not form part of your contract of employment and another procedure may, at the discretion of the Church, be used. You may be accompanied at any meeting relating to a grievance by a colleague or a trade union representative.
- 7.2 The disciplinary procedure which applies to you is available from the [\[Church Secretary\]](#) but does not form part of your terms and conditions of employment. If you are dissatisfied with any decision to discipline or dismiss you, you should appeal to the [\(Church Secretary\)](#) who will arrange for your appeal to be dealt with in accordance with either the disciplinary or the dismissal procedure, although, at the discretion of the Church, an alternative procedure may be followed.

## Section 8 – Termination of Employment

- 8.1 Unless your employment is terminated by reason of gross misconduct, the notice required to be given by the church to your contract of employment will, subject to paragraph 8.2 be the longer of:
- (number of weeks/months (usually at least one month for admin roles, up to three months for management roles): or
  - the minimum statutory period, namely:
  - one week's notice if your period of continuous employment is less than two years:
  - one week's notice for each year of continuous employment if your period of continuous employment is two years or more but less than twelve years:
  - twelve weeks' notice if your continuous employment is twelve years or more.
- 8.2 The first three/six months of your employment will be regarded as a probationary period. This may be extended before the end of the period by the church if the standard of your work or conduct or absence suggests that a further period of probation is desirable. During the probationary period or any extension thereof the church may terminate your employment on one week's notice.
- 8.3 If you wish to end your employment you should give notice in writing to the church of (number of weeks/months) (usually at least one month for admin roles, up to three months for management roles).
- 8.4 During your notice period, we may require you not to come into work, not to carry out all or any of your normal duties or to carry out different duties. We reserve the right to make a payment in lieu of your notice period.

**NOTE: SECTION 9 SHOULD ONLY BE INCLUDED IF ACCOMMODATION IS PROVIDED AS PART OF THE TERMS OF EMPLOYMENT. OTHERWISE, PLEASE DELETE THIS SECTION.**

## Section 9 - Conditions of Residential Occupancy

### 9.1 Definitions:

'the premises' means the residential and related accommodation at such address as shall be notified to you in writing.

'the licensors' are the managing trustees of the premises.

### 9.2 For the better performance of your duties the licensors will permit you to occupy the premises.

### 9.3 You will:

not use the premises except as your private residence and for such purposes in the course of your employment as may be agreed with the church and in

particular not receive guests or other visitors at the premises except at your own or the church's expense;

not do nor allow anything to be done which may be a nuisance or cause annoyance to the licensors or to neighbours or which may invalidate any insurance policy relating to the premises;

take proper care of the premises and of the licensors' fixtures and fittings and forthwith make good any breakages not attributable to fair wear and tear;

vacate the premises immediately on the termination of your employment.

9.4 The licensors will:

permit you to occupy the premises for the duration of your employment;

pay such expenses attributable to your occupation of the premises as have been agreed with the church and stated in your Statement of Terms of Employment;

maintain the premises in a satisfactory state of repair and external decoration.

9.5 The licensors have the right to enter the premises at all reasonable times for the purposes of their inspection and control.

9.6 The expenses that you are required to pay under clause 9.4 are (insert details)

**OR**

There are no expenses that you are required to pay under clause 9.4.

## **Section 10 – Family Friendly Provisions**

10.1 If you or your partner become pregnant you may be entitled to statutory maternity/paternity or parental leave and pay. If you are adopting a child, similar rights apply. You may also be eligible for shared parental leave. The church will help you to obtain advice on these matters.

10.2 As your employer, the church has a duty to consider requests for flexible working from all employees with more than 26 weeks' service. The church will help you obtain advice on these matters.

## **Section 11 – Return of Church property**

11.1 At the end of your employment, you must promptly return any Church property including all information relating to our activities, services, plans and policies. This includes all documents, computer records and other records belonging to the Church which have been prepared by you or have come into your possession in the course of your employment and you must not retain any copies.

11.2 If you do not return everything, you agree that we can deduct a cash equivalent from your final salary or any money due to you when you leave.

## **Section 12 - Data protection**

- 12.1 The Church is registered as a data controller under the Data Protection Act 2018. As part of your employment, and for any legitimate purpose associated with your employment, we will keep and process personal information including sensitive data about you. We maintain appropriate safeguards to ensure the security and confidentiality of all personal information held. Please see our staff privacy statement for full details.
- 12.2 This data will only be made available to authorised persons within the Church, parties providing services to us (such as pension, benefits and payroll administrators), regulatory authorities (including the HM Revenue and Customs) and as required by law. The Church may, as appropriate, transfer such data to and from any of its associated organisations.
- 12.3 You have the right, with limited exceptions, to access and, if necessary, update the personal information held about you. To make sure that our records are kept up to date, you must tell us immediately in writing of any changes to your personal details or circumstances.

### **Section 13 - E-mail, the Internet and telephone calls**

- 13.1 The Church monitors telephone calls, electronic communications and information viewed or transmitted on computers and networks used for Church business. If you choose to use e-mail, the internet or make telephone calls for personal purposes using our networks and/or equipment, you should not expect privacy. You must ensure that you are fully aware of our E-mail and Internet Policy, and you will be asked to sign a copy of it when you join us.

### **Section 14 - Confidential information**

- 14.1 Except in the proper performance of your duties, you will neither during your employment nor at any time afterwards disclose or use for your own personal use or those of any other person, company, business entity or organisation, any information of a confidential nature relating to the Church, its office holders, employees, members or any person having dealings with the Church and which comes to your knowledge either directly or indirectly during the course of your employment, without the prior consent of the Church Secretary.
- 14.2 If you fail to safeguard the confidentiality of such information relating to the Church, its office holders, employees, members or those using the services of the Church, this will be regarded as a breach of disciplinary rules and may result in disciplinary action, including dismissal.

### **Section 15 - Other employment or appointments**

- 15.1 You are expected to devote your whole time and attention to the best interests of the Church during your working hours. You must not work, whether directly or indirectly, for another employer or carry out work on any other basis during your hours of work for the Church.

15.2 No appointment as an office holder of a non-church organisation, honorary or otherwise, should be taken up without prior consultation with the Church Secretary.

## **Section 16 - Health & safety**

16.1 The Church will take all reasonably practicable steps to ensure your health, safety and welfare at work. For your part, you must familiarise yourself with our Health and Safety policy and procedures.

16.2 You personally have legal obligations in this regard, which are that you must:

- ensure that you do not endanger the health and safety of yourself or anyone else who might be affected by your actions
- use equipment only in accordance with the training and instructions which you have received
- immediately report any serious and imminent danger
- immediately report what you reasonably believe to be any shortcomings in our arrangements for health and safety
- co-operate with the Church in the discharge of its statutory duties
- not interfere with, misuse or fail to use anything provided in the interests of health, safety and welfare
- use any protective clothing and safety equipment you are given properly at all times.

16.3 If you or anyone you are working with has an accident or is injured at work, you must report it immediately, in accordance with the Church's Accident Procedure.

16.4 The Church has a no smoking policy. Any breach of this policy may result in disciplinary action.

## **Section 17 – Statements of Policy**

17.1 You are required to comply with the Church's Health and Safety Policy, Equal Opportunities Policy, Data Protection policy and other written statements of policy published to you by the church from time to time.

## **Section 18 – Collective Agreements**

18.1 There are no collective agreements which affect your employment.

## **Section 19 - Other terms and conditions of employment**

19.1 The other terms and conditions of your employment with the Church are contained in [our staff policies and procedures/our Staff Handbook](#), and you are obliged to comply with these contractual provisions. There are no collective agreements relevant to your employment.

19.2 We reserve the right to change the terms and conditions of your employment and any such variation(s) will be notified by general notice to all employees or by individual notice to you.

**Section 20 - Conditions of offer**

20.1 This offer is subject to:

- i) the receipt of satisfactory employment references: and
- ii) certificates evidencing any academic or professional qualifications that are an essential requirement for your role; and
- iii) a satisfactory DBS check at the appropriate level if you will be working with children, young people and/or adults at risk.

20.2 On or before your first day you must show us evidence of your right to work in the UK – this could be a valid UK or EEA passport or a combination of a P45 and full birth certificate, a copy of which will be kept on your personnel file.

**Section 21 - Acknowledgement of receipt**

23.1 Please note that this is a formal offer of employment on the above terms and is the statement to which you are entitled under Section 1 of the Employment Rights Act 1996. These particulars of employment annul any previous agreement whether verbal or written, given to you at any time.

23.2 By signing this agreement, you agree that you will be free to take up the employment and carry out the work offered to you, and that by doing so, you will not be in breach of any express or implied terms of any contract or of any other obligation binding upon you.

Please confirm your receipt and acceptance of this offer by returning a signed copy of this letter to the [Church Secretary](#). If you have any questions on the terms and conditions contained in this employment contract, please raise them with the [Church Secretary](#) as soon as possible and at any event before your first day of employment.

**I acknowledge that I have received a copy of this document and agree to its terms.**

**Signed..... Dated.....**

**(PLEASE PRINT):.....**

## SAMPLE EQUAL OPPORTUNITIES STATEMENT

### 1. EQUAL OPPORTUNITIES STATEMENT

- (a) [NAME OF EMPLOYER/CHURCH] (the “Church”, “us” or “we”) is committed to promoting equal opportunities in employment in accordance with this statement. Our staff and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**Protected Characteristics**) except where the Church is able to rely on any of the religion or belief occupational requirements explained and set out at paragraph 8 below.

### 2. ABOUT THIS POLICY

- (a) This policy sets out the Church’s approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.
- (b) [NAME AND POSITION] is responsible for this policy and any necessary training on equal opportunities.
- (c) This policy does not form part of any employee’s contract of employment and the Church may amend it at any time.

### 3. DISCRIMINATION

- (a) You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, members, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with members, visitors or other work-related contacts, and on work-related trips or events including social or church events).
- (b) The following forms of discrimination are prohibited under this policy and are unlawful (subject to the Church relying on one of the religion and belief occupational requirements set out at paragraph 8):
- (i) **Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because they are not a Christian or because they might be gay.
  - (ii) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare

commitments than men. Such a requirement would be discriminatory unless it can be justified.

- (iii) **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.
- (iv) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- (v) **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

#### **4. RECRUITMENT AND SELECTION**

- (a) Recruitment, promotion and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. Shortlisting will be done by more than one person if possible.
- (b) Vacancies will generally be advertised to a diverse section of the labour market. Our job advertisements will avoid stereotyping or using wording that may discourage particular groups from applying.
- (c) Job applicants will not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants will not be asked whether they are pregnant or planning to have children.
- (d) Job applicants will not be asked about health or disability before a job offer is made, except in the very limited circumstances allowed by law: for example, to check that the applicant could perform an intrinsic part of the job (taking account of any reasonable adjustments), or to see if any adjustments might be needed at interview because of a disability. Where necessary, job offers can be made conditional on a satisfactory medical check. Health or disability questions may be included in equal opportunities monitoring forms, which must not be used for selection or decision-making purposes.

#### **5. DISABILITIES**

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

#### **6. PART-TIME AND FIXED-TERM WORK**

Part-time and fixed-term employees will be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

## 7. BREACHES OF THIS POLICY

- (a) We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.
- (b) If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure. Complaints will be treated in confidence and investigated as appropriate.
- (c) You will not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

## 8. OCCUPATIONAL REQUIREMENTS

[DRAFTING NOTE: IF YOUR CHURCH WISHES TO RELY ON ONE OR MORE OF THE FOLLOWING OCCUPATIONAL REQUIREMENTS, IT IS RECOMMENDED THAT YOU ADD THE FOLLOWING WORDING TO YOUR POLICY ALONG WITH ONE OR MORE OF THE OPTIONS SET OUT BELOW.

PLEASE ENSURE THAT YOU HAVE READ OUR LEAFLETS L09A Equality Law and Recruitment: Can we justify appointing a Christian to the role?; and L09B Equality Law and Recruitment: Using the Organised Religion Exception AND TAKEN THE ACTION RECOMMENDED IN THAT GUIDANCE BEFORE ADOPTING AND TAILORING THE FOLLOWING PARAGRAPHS.

IF IN DOUBT, IT IS RECOMMENDED THAT YOUR CHURCH TAKES LEGAL ADVICE]

- (a) For certain roles within the Church it is important that the individuals recruited for those roles share the beliefs of the Church and live a life consistent with those beliefs.
- (b) To refrain from employing individuals because they do not hold a certain belief would be discriminatory under the Equality Act 2010. However, in some cases a church can justify such discrimination where there is an occupation requirement that the recruited individual be of a certain faith/religion.

### DRAFTING NOTE: RELIGION OR BELIEF OCCUPATIONAL REQUIREMENT

Having considered whether your church can rely on a religion or belief occupational requirement you should then consider including one of the following options which should be amended as appropriate and tailored to your church or organisation.

*[Option 1 – requires your Church to list in the policy which roles attract an occupational requirement for the roles to be held by a Christian and which roles do not, but do require a person to be sympathetic to your Church Christian ethos.*

- (c) The Church employs employees and appoints office holders who agree to accept and abide by the BUGB Declaration of Principle [[and/or our Church's statement](#)

of faith] OR [other appropriate document] (attached to this Policy). This requires employees to be Christians who share the Church's basis of faith and are committed to its Christian ethos. The Church considers that there is currently an occupational requirement for:

- (i) [All posts / all management posts/ all outward facing posts which involve contact with those outside the church; and
  - (ii) All posts where the post holder is required to share their Christian faith and/or give spiritual guidance as part of their role to be filled by Christians].OR [those roles in the attached list] OR [those roles in the Church's justification statement. This list will be kept under review.]
- (d) The Church considers that there is an occupational requirement for other support staff including [cleaners, cooks, gardeners, maintenance assistants, administration staff and/or relief staff [AMEND AS APPROPRIATE] to sign an agreement that they sympathise with the [BUGB Declaration of Principle] [and/or our Church's statement of faith] OR [other appropriate document].

## OR

*[Option 2 – this is the most non-committal and potentially safest approach, particularly if your Church is a large organisation as roles can change and vary.*

- a) The Church acknowledges that selected posts in the Church will require an occupational requirement for that member of staff to be a Christian and to accept and abide by the BUGB Declaration of Principle [and/or our Church's statement of faith] OR [another appropriate document]. The Church will determine which posts have an occupational requirement to be a Christian on a case by case basis.
- b) The Church will ensure that an assessment is carried out for each proposed post to consider whether there is an occupational requirement for the member of Staff to be a Christian in each case or alternatively, to sympathise with the BUGB Declaration of Principle [and/or our Church's statement of faith] OR [other appropriate document].
- c) Whether or not a role is required to carry an occupational requirement will be determined by the Church giving consideration to the nature and/or context of the role and its duties. There will also be an assessment as to whether any identified Christian elements in the role could be carried out by other members of staff. The specific requirements of each post should then be detailed in the job description and person specification.

[DRAFTING NOTE: Organised Religion Exception – Sexual Orientation  
Your church or Christian project may also want to consider whether, for any particular post, the exceptions excluding religious organisations from the normal requirements in

relation to sexual orientation discrimination are to be applied using the organised religion exception. If so, it will need to include the following occupational requirement amended as appropriate. Please ensure that you have read and understood L09B Equality Law and Recruitment: Using the Organised Religion Exception and taken the action recommended in that guidance before adopting and tailoring the following occupational requirement paragraph.

- a. The Church acknowledges that in addition to an occupational requirement to be a Christian, the post(s) of [INSERT such as minister or a lay post such as a youth worker or evangelist whose job exists to promote and represent the Christian faith in a clearly stated way] in the Church carry an occupational requirement for that post holder:
- i. [to be of a particular sex]
  - ii. [not be a transsexual person]
  - iii. [not be married or a civil partner]
  - iv. [not be married to, or the civil partner of a person who has a living former spouse or civil partner]
  - v. [not be divorced]
  - vi. [not have remarried following divorce]
  - vii. [be heterosexual]
  - viii. [if not married, be celibate]
  - ix. [*Or insert other requirement relating to circumstances in which a marriage or civil partnership came to an end*]
- b. This is because the employment/appointment is for the purposes of an organised religion since the role exists to promote and represent the Christian faith in a clearly stated way. Applying this requirement is necessary in order to comply with the doctrines of the Christian faith AND/OR avoid conflicting with the strongly held religious convictions of a significant number of Christians.

#### 9. COMMITMENT TO IMPLEMENTING THIS POLICY

As a church, we are committed to implementing this policy well, and with due care for all those who are impacted or affected in any way by its terms.

## ANNEX 5

### LIST A - DOCUMENTS WHICH SHOW AN ONGOING RIGHT TO WORK

**Please use the following link to access the current list of documents which show an ongoing right to work in the UK**

[Employers' right to work checklist - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/employers-right-to-work-checklist)

#### **DOCUMENTS THAT ARE NOT ACCEPTABLE FOR PROVING RIGHT TO WORK:**

The following documents are not acceptable for proving a person has the right to work in the UK and will not provide you with a statutory excuse against payment of a civil penalty:

- a Home Office Standard Acknowledgement Letter or Immigration Service Letter (IS96W) which states that an asylum seeker can work in the UK. If you are presented with these documents then you should advise the applicant to call us on 0151 237 6375 for information about how they can apply for an Application Registration Card;
- a National Insurance number on its own in any format;
- a driving licence issued by the Driver and Vehicle Licensing Agency;
- a bill issued by a financial institution or a utility company;
- a passport describing the holder as a British Dependent Territories Citizen which states that the holder has a connection with Gibraltar;
- a short (abbreviated) birth certificate issued in the UK which does not have details of at least one of the holder's parents;
- a licence provided by the Security Industry Authority;
- a document check by the DBS;
- a card or certificate issued by the Inland Revenue under the Construction Industry Scheme.

## ANNEX 6

### MODEL CHURCH WORKER DISCIPLINARY PROCEDURE

#### 1. Purpose and scope

This procedure is designed to help and encourage all employees of the Church to achieve and maintain standards of conduct, attendance and performance in their ministry/work. The aim is to ensure consistent and fair treatment for all. This procedure applies to [all employees of the Church] and will normally be followed where a breach of discipline occurs but the procedure is not contractually binding upon the Church and is for guidance only.

#### 2. Principles

No disciplinary action will be taken against an employee until the case has been fully investigated.

No employee will be dismissed for a first breach of discipline except in the case of gross misconduct for which an individual may be dismissed without notice or payment in lieu of notice.

An employee will have the right to appeal against any disciplinary penalty imposed.

The procedure may be implemented at any stage if the employee's alleged misconduct warrants such action.

#### 3. Concurrent Procedures

In the event that an employee submits a grievance during a disciplinary procedure, the Church may at its discretion, decide whether to suspend the disciplinary procedure in order to fully consider the grievance, or to deal with both procedures concurrently, where the issues are related.

#### 4. Establishing the facts

The Church will investigate, without delay, any allegation or indication of poor performance or misconduct. In some cases, this will require an investigatory meeting, held by a senior Church representative, to establish the true facts in the matter.

The Church may consider it necessary to suspend the employee on full pay pending investigation.

#### 5. Suspension

The Church may at any time suspend the employee for a reasonable period of time, during any period in which the Church is carrying out a disciplinary investigation into any alleged acts or defaults of the employee. During any period of suspension, the

employee shall continue to receive their salary and contractual benefit. This is not disciplinary action, but a neutral act pending the outcome of the investigation.

## **6. Informing the employee**

If, following the investigation, either misconduct or unsatisfactory performance is confirmed and it is felt that there is a disciplinary case to answer, the employee will be asked to attend a formal meeting and the employee will be notified in writing that disciplinary action may follow. This notification will contain sufficient information about the alleged misconduct or poor performance to allow the employee to prepare a response for any disciplinary hearing. It will also include any evidence gathered during the investigation, which supports the decision to take disciplinary action.

The employee will also be informed of the time, date and venue of the disciplinary hearing, and advised of the employee's right to be accompanied by a colleague or trade union representative.

## **7. Disabilities**

Consideration should always be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to the employee's working arrangements, including changing his/her duties or providing additional equipment or training. The Church may also consider making adjustments to this procedure in appropriate cases.

If the employee wishes to discuss this or inform the Church of any medical condition which they consider relevant, he/she should contact [his/her supervisor](#) or the Church Secretary.

## **8. Confidentiality**

The Church's aim is to deal with performance matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with a matter, which is subject to this disciplinary procedure.

The employee and anyone who accompanies them (including witnesses) must not make electronic recordings of any meetings or hearings conducted under this procedure.

The employee will normally be told the names of any witnesses whose evidence is relevant to their disciplinary hearing, unless the Church believes that a witness's identity should remain confidential.

## **9. Notification of a hearing**

If the Church considers that there are grounds for taking formal action over alleged poor performance, the employee will be required to attend a capability hearing. The Church will notify the employee in writing of its concerns over the individual's performance, the reasons for those concerns, and the likely outcome if it decides after the hearing that the employee's performance has been unsatisfactory. The Church will also include the following where appropriate:

- (a) A summary of relevant information gathered as part of any investigation;
- (b) A copy of any relevant documents which will be used at the capability hearing; and
- (c) A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case the Church will give the employee as much information as possible while maintaining confidentiality.

The Church will give the employee written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but the employee will be given a reasonable amount of time, [usually two to seven days,] to prepare his/her case based on the information which the Church gives him/her.

## **10. Right to be accompanied at hearings**

The employee may take a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union official or a fellow employee. The employee must tell the manager conducting the hearing who his/her chosen companion is, in good time before the hearing.

Employees are allowed reasonable time off from duties without loss of pay to act as a companion. There is no duty on employees to act as a companion if they do not wish to do so.

- If the chosen companion will not be available at the time proposed for the hearing the employee may request that the hearing be postponed to a day not more than five working days after the day proposed by the Church. If the time proposed is reasonable, and the employee representative is able to attend, the hearing will be postponed until that time.
- Whilst the companion may address the hearing and confer with the individual during the hearing, they do not have the right to answer questions on the part of the individual.

If the employee's choice of companion is unreasonable the Church may require him/her to choose someone else, for example:

- (a) If in the Church's opinion the employees' companion may have a conflict of interest or may prejudice the hearing; or
- (b) [If the employees' companion works at another site and someone reasonably suitable is available at the site at which they work; or]
- (c) If the employees' companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.

Although it would be an exception to this policy, the Church may, at its discretion, allow the employee to take a companion who is not an employee or union official (for example, a member of his/her family) where this will help overcome a particular difficulty caused by a disability, or where the employee has difficulty understanding English.

### **11. The procedure**

Where possible, matters will be dealt with informally, where the matter is more serious either the capability or the disciplinary procedure will be used:

## **CAPABILITY HEARINGS**

### **1. Procedure at capability hearings**

The aims of a capability hearing will usually include:

- setting out the required standards that we believe the employee may have failed to meet, and going through any relevant evidence that the Church has gathered;
- allowing the employee to ask questions, present evidence, call witnesses, respond to evidence and make representations;
- establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement;
- identifying whether there are further measures, such as additional training or supervision, which may improve performance;
- where appropriate, discussing targets for improvement and a time-scale for review; and
- if dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

The Church will inform the employee in writing of its decision and its reasons for it, usually within [one week] of the capability hearing. Where possible the Church will also explain this information to the employee, in person.

#### **Stage 1: Capability Hearing - [first written warning OR improvement note]**

Following a Stage 1 capability hearing, if the Church decides that the employee's performance is unsatisfactory, the employee will be given [a first written warning **OR** improvement note], setting out:

- the areas in which he/she has not met the required performance standards;
- targets for improvement;
- any measures, such as additional training or supervision, which will be taken with a view to improving performance;
- a period for review;
- the consequences of failing to improve within the review period, or of further unsatisfactory performance.

A [first written warning **OR** improvement note] may be authorised by [INSERT MANAGEMENT GRADE].

The [warning **OR** improvement note] will normally remain active for six months [from the end of the review period], after which time it will be disregarded for the purposes of the capability procedure. However, a permanent record of it will be placed on the employee's personnel file.

The employee's performance will be monitored during the review period and the Church will write to him/her to inform them of the outcome:

- if the employee's manager is satisfied with the employee's performance, no further action will be taken;
- if the manager is not satisfied, the matter may be progressed to a Stage 2 capability hearing; or
- if the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

### **Stage 2: Capability Hearing - Final written warning**

If the employee's performance does not improve within the review period set out in [a first written warning **OR** an improvement note], or if there is further evidence of poor performance whilst the employee's [first written warning **OR** improvement note] is still active, the Church may decide to hold a stage 2 capability hearing. The Church will send the employee written notification as set out above.

Following a Stage 2 capability hearing, if the Church decides that the employee's performance is unsatisfactory, it will give the employee a final written warning, setting out:

- the areas in which the employee has not met the required performance standards;
- targets for improvement;
- any measures, such as additional training or supervision, which will be taken with a view to improving performance;
- a period for review;
- the consequences of failing to improve within the review period, or of further unsatisfactory performance.

A final written warning may be authorised by [INSERT MANAGEMENT GRADE].

A final written warning will normally remain active for [six OR 12] months [from the end of the review period], after which time it will be disregarded for the purposes of the capability procedure. A record of the warning will form a permanent part of the employee's personnel record.

The employee's performance will be monitored during the review period and the Church will write the employee to inform them of the outcome:

- if the employee's manager is satisfied with his/her performance, no further action will be taken;
- if the employee's manager is not satisfied, the matter may be progressed to a Stage 3 capability hearing; or
- if the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.
  - i.

### **Stage 3: Capability Hearing - dismissal or redeployment**

The Church may decide to hold a stage 3 capability hearing if we have reason to believe:

- the employee's performance has not improved sufficiently within the review period set out in a final written warning; or
- the employee's performance is unsatisfactory while a final written warning is still active; or
- the employee's performance has been grossly negligent such as to warrant dismissal without the need for a final written warning.

The Church will send the employee written notification of the hearing as set out above.

Following the hearing, if the Church finds that the employee's performance is unsatisfactory, the Church may consider a range of options including:

- dismissing the employee;
- redeploying the employee into another suitable job at the same or [(if your contract permits)] a lower grade; or
- extending an active final written warning and setting a further review period (in exceptional cases where the Church believes a substantial improvement is likely within the review period).
- giving a final written warning (where no final written warning is currently active).[The decision may be authorised by [INSERT MANAGEMENT GRADE].]

Dismissal will normally be with full notice or payment in lieu of notice, unless the employee's performance has been so negligent as to amount to gross misconduct, in which case the Church may dismiss the employee without notice or any pay in lieu.

#### **Appeals against action for capability.**

If the employee feel that a decision about capability under this procedure is wrong or unjust he/she should appeal in writing, stating his/her full grounds of appeal, to [INSERT APPROPRIATE PERSON] within one week of the date on which he/she was informed in writing of the decision.

If the employee is appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if the employee's appeal is successful he/she will be reinstated with no loss of continuity or pay.

If the employee raises any new matters in his/her appeal, the Church may need to carry out further investigation. If any new information comes to light the Church will provide the employee with a summary including, where appropriate, copies of additional relevant documents and witness statements. The employee will have a reasonable opportunity to consider this information before the hearing.

The employee will be given you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after they receive the written notice.

The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at the Church's discretion depending on the circumstances of the employee's case. In any event the appeal will be dealt with as impartially as possible.

Where possible, the appeal hearing will be conducted by a manager who was not previously involved in the case **AND/OR** the manager who conducted the capability hearing] will also usually be present. The employee may take a companion with them to the appeal hearing.

A hearing may be adjourned if the Church needs to gather any further information or give consideration to matters discussed at the hearing. The employee will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

Following the appeal hearing the Church may:

- confirm the original decision; or
- revoke the original decision; or
- substitute a different penalty.

The Church will inform the employee in writing of its final decision as soon as possible, usually within one week of the appeal hearing. Where possible this will also be explained to the employee in person. There will be no further right of appeal.

## **DISCIPLINARY HEARINGS**

### **Procedure at disciplinary hearings**

At the meeting the following procedure will be followed:

#### **Statement of complaint**

The Church will set out what the complaint against the employee is and go through the evidence gathered during the course of the investigation.

#### **The employee's reply**

The employee will be given the opportunity to state their case and respond to any allegations made. The employee will be allowed to ask questions and confer with their companion. If the employee accepts that they have done something wrong, steps may be agreed to remedy the situation.

#### **General questioning and discussion**

The person responsible for conducting the meeting may ask the employee for an explanation and query whether there are any special circumstances which should be taken into account. If the employee provides sufficient explanation, the proceedings will be brought to a close. If new facts occur at this stage, it may be appropriate for the Church to adjourn the meeting and investigate the matter further before calling the employee back to an adjourned meeting.

#### **Summing up**

At this stage the person responsible for holding the disciplinary meeting may summarise the main points of discussion. The employee will be given the opportunity to add anything further.

#### **Adjournment before decision**

The meeting will be adjourned before a decision is made about the appropriate action. Following the meeting, a decision will be made as to whether or not disciplinary action is justified. Once a decision is made, the employee will be informed in writing.

Before deciding what, if any, disciplinary action is appropriate, consideration will be given to:

- whether the organisation's rules indicate clearly the likely penalty, as a result of the particular misconduct;
- whether standards of other employees are acceptable, and whether the employee in question is not being singled out;
- the employee's disciplinary record (including current warnings), general work record, work experience, position and length of service;

- the reasonableness of the proposed penalty in the circumstances; and
- whether training, additional support or adjustments to the work are necessary to accompany any disciplinary action.

The employee will be given details of any disciplinary action as soon as a decision is made.

## **Imposing the disciplinary penalty**

### **First formal action – unsatisfactory performance**

In such cases, the employee will be given an “IMPROVEMENT NOTE” setting out:

- the performance problem;
- the improvement that is required;
- the timescale for achieving that improvement;
- a review date; and
- any support, including any training that the Church will provide to assist the employee.

The employee will be informed that the note represents the first stage of a formal procedure and is equivalent to a first “written warning”. The employee will also be informed that failure to improve could lead to a final written warning and dismissal.

A copy of the note will be kept and used as the basis for monitoring and reviewing performance over a specified period.

If the employee’s unsatisfactory performance, or continued unsatisfactory performance, is sufficiently serious (e.g. where it is having / likely to have a serious harmful effect of the organisation) the employee may be issued directly with a final written warning.

### **First formal action – misconduct**

In cases of misconduct, depending on the seriousness of the misconduct, the employee may be given a FIRST WRITTEN WARNING setting out the nature of the misconduct and the change in behaviour required.

The warning will also inform the employee that a final written warning may be considered if there is further misconduct. A record of the warning will be kept by the Church but it will be disregarded for disciplinary purposes after 12 months.

### **Final written warning**

Following the issue of a written warning, if there is still a failure to improve and conduct or performance remains unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning, a FINAL WRITTEN WARNING will be given to the employee. This will give details of the complaint will warn that dismissal will result if there is no satisfactory improvement, or if further misconduct occurs. The final written warning will advise the individual of the right of appeal. A copy of this final written warning will be kept by the Church but it will be disregarded for disciplinary purposes after 12 months (in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

### **Dismissal**

If conduct or performance is still unsatisfactory and the employee still fails to reach the prescribed standards, DISMISSAL will normally result. The employee will be provided as soon as reasonably practicable with written reasons for dismissal, the date on which employment will terminate and advised of their right of appeal within a specified time.

### **Gross misconduct**

The following list is not exhaustive but provides examples of offences which are normally regarded as gross misconduct:

- verbal, physical, sexual or financial abuse of members of the Church,
- theft, fraud, deliberate falsification of records,
- serious breach of confidentiality,
- fighting, assault on another person or bullying,
- deliberate damage to the Church's property,
- serious incapability at work through alcohol or being under the influence of illegal drugs,
- serious negligence which causes unacceptable loss, damage or injury,
- serious act of insubordination,
- serious misuse of the Church's property,
- bringing the Church into serious disrepute,
- a serious breach of health and safety rules,
- a serious breach of confidence,
- failure to adhere to the BUGB Declaration of Principle or the Five Core Values required of all members of the Church (if applicable),
- deliberately accessing internet sites containing offensive or obscene material,
- unlawful discrimination or harassment,
- failure to maintain one's personal life in accordance with a good Christian testimony (if applicable);
- breach of the Code of Conduct.

If the employee is accused of an act of gross misconduct, the employee may be suspended from work on full pay, while the Church investigates the alleged offence and pending the outcome of any disciplinary hearing. If, on completion of the investigation

and a subsequent disciplinary hearing, the Church is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

### **Appeals**

An employee who wishes to appeal against a disciplinary decision should put their decision to appeal and the grounds of their appeal in writing to the Church Secretary within [five] working days of the date they were first notified of the decision. The employee has the statutory right to be accompanied by a colleague or a trade union representative to an appeal meeting.

The appeal shall, where possible, be heard by the deacons whose decision shall be final.

You will be informed in writing of the outcome of the appeal hearing as soon as possible. This will usually be within 10 working days.

## ANNEX 7

### MODEL CHURCH WORKER

#### GRIEVANCE PROCEDURE

##### 1. Purpose and scope

The Church realises the importance of good working relationships. It therefore tries to establish an atmosphere in which problems can be discussed and resolved and its aim is to encourage open communication. The Church also believes that it is in everyone's best interest to ensure that employees' grievances are dealt with quickly and fairly and that a grievance procedure enables individuals to raise issues with management that affect them in the workplace.

##### 2. Policy

The Church will try to resolve, as quickly as possible, any grievance which an employee may have about his or her work or about actions of the Church, the Church's members or the employee's colleagues. The procedure is non-contractual but applies to all employees who should familiarise themselves with its provisions.

##### 3. Concurrent Procedures

In the event that an employee submits a grievance during a disciplinary procedure, the Church may at its discretion, decide whether to suspend the disciplinary procedure in order to fully consider the grievance, or to deal with both procedures concurrently, where the issues are related.

##### 4. Mediation

In appropriate circumstances, the Church may suggest mediation as a means of addressing a grievance. Mediation may take the form of a neutral mediator, assisting parties to reach an amicable outcome to a grievance. Mediation will usually take the form of an open session between all affected parties and the mediator at which each party will state its case, followed by a series of meetings between each party and the mediator.

##### 5. Procedure

The employee should firstly raise any grievance informally with the person to whom he or she immediately reports, who in most cases, will be best placed to respond to his or her complaint. If the employee's grievance concerns their supervisor, they should instead raise their grievance with the Church Secretary.

##### **Step 1**

If, however, the matter cannot be satisfactorily resolved informally, the employee should raise the matter formally, in writing, giving full details of the nature of his or her

grievance, with his or her supervisor (or the Church Secretary if his/her grievance is against his/her supervisor). Where an employee has difficulty expressing themselves because of language or other difficulties, they may seek help from their manager or the Church Secretary.

When stating their grievance, an employee should focus on preparing a factual account of their grievance.

## **Step 2 Meeting**

The [supervisor] will invite the employee to a hearing in order to discuss the grievance as soon as reasonably practicable. The [supervisor] will ensure that the meeting will be held in private and the employee should make every effort to attend. The employee has the right to be accompanied by either a colleague or a trade union representative.

### **Right to be accompanied at hearings**

You may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union official or a fellow employee. You must tell the manager conducting the hearing who your chosen companion is, in good time before the hearing.

Employees are allowed reasonable time off from duties without loss of pay to act as a companion. There is no duty on employees to act as a companion if they do not wish to do so.

- If the chosen companion will not be available at the time proposed for the hearing the employee may request that the hearing be postponed to a day not more than five working days after the day proposed by the Church. If the time proposed is reasonable, and the employee representative is able to attend, the hearing will be postponed until that time.
- Whilst the companion may address the hearing and confer with the individual during the hearing, they do not have the right to answer questions on the part of the individual.

If your choice of companion is unreasonable we may require you to choose someone else, for example:

- (a) If in our opinion your companion may have a conflict of interest or may prejudice the hearing; or
- (b) [If your companion works at another site and someone reasonably suitable is available at the site at which you work; or]
- (c) If your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.

We may, at our discretion, allow you to bring a companion who is not an employee or union official (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

At the meeting the [supervisor] will invite the employee to detail their grounds of grievance and consult with them on how it may be resolved.

We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.

The [supervisor] will adjourn the meeting before any decision is taken about how to deal with an employee's grievance. The [supervisor] will tell the employee when they can reasonably expect a response, if one cannot be made at the time. Usually, the [supervisor] will confirm any decision or proposed action to the employee in writing within 10 working days of the hearing. If it is not possible to respond within the specified time period the employee will be given an explanation for the delay and told when a response can be expected. The [supervisor] will set out clearly in writing any action that is to be taken and the employee's right of appeal. Where an employee's grievance is not upheld, the [supervisor] will explain the reasons.

### **Step 3**

If the employee is dissatisfied with the outcome of the first meeting, the employee should appeal in writing to the Church Secretary stating his/her full grounds of appeal, within one week of the date on which the decision was sent or given to him/her. The Church Secretary will arrange a further meeting with deacons who have not previously been involved in the case.

The employee has the right to be accompanied by either a colleague or a trade union representative.

Following the hearing, the employee will be informed of the decision or proposed action. This decision will be final. If it is not possible to respond within the specified time period the employee should be given an explanation and told when a response can be expected. There is no further right of appeal.

## **ANNEX 8**

### **RETIREMENT POLICY- NO FIXED RETIREMENT AGE**

#### **Retirement Age**

We currently do not have a fixed retirement.

You are therefore free to retire when you wish to do so and will not pressurise you into retiring because you have reached, or are approaching, a certain age.

#### **Discussing your future plans**

You may wish to discuss your short, medium and long-term plans as the need arises. We may also want to initiate these discussions with you in order to plan for the needs of the Church. For example, if your circumstances change, you may want a different working pattern or to stop work altogether. There is no obligation for us to hold workplace discussions about your future plans but it may be mutually beneficial to do so in order to ensure that we can plan for the future of the Church.

If a workplace discussion does take place, we will aim to make it as informal as possible. We will not assume that you want to retire just because you are approaching a certain age and we will not make discriminatory comments, suggesting that you should move on due to age.

We will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If we think there are problems with your performance or ill-health, these will be dealt with in the usual way, through our Capability Procedure or Sickness Absence procedure.

#### **Giving notice of retirement**

If you have decided to retire, we would appreciate as much notice as possible, although you should give at least the notice you are obliged to give under your contract of employment.

## ANNEX 9

### RETIREMENT POLICY- FIXED RETIREMENT AGE

**PLEASE NOTE THAT WE EXPECT MOST CHURCHES TO USE ANNEX 8 AS THEIR RETIREMENT POLICY. BEFORE USING ANNEX 9 YOU SHOULD TAKE FORMAL ADVICE FROM A SOLICITOR AS THE PROCESS OF JUSTIFYING A FIXED RETIREMENT AGE IS COMPLEX.**

#### **Retirement Age**

We have decided to have a fixed retirement age of [AGE] for [certain roles within the Church] OR [all employees] for the reasons set out below.

[Describe the roles that the fixed retirement age will apply to]

You are of course free to retire before the fixed retirement age. We also recognise that you may wish to consider changing your working patterns as you approach retirement.

#### **Reasons for fixed retirement age**

We have a fixed retirement age of [AGE] for [the following roles] OR [all employees].

We consider that there are the following legitimate reasons for having this fixed retirement age:

[set out legitimate aims being pursued by the Church by adopting a fixed retirement age].

We will review whether this fixed retirement age remains necessary from time to time and will let you know if we consider that changes are required.

#### **The procedure for retirement**

We would like to meet with you well in advance of your retirement date to discuss any relevant issues, such as whether a handover period is necessary or how your skills could be passed onto others within the Church.

This meeting should take place between six and twelve months before your retirement date but in some cases may be shorter. You should also feel free to initiate a workplace discussion about your future plans with regard to retirement. You may want to retire earlier than the fixed retirement date or work flexibly or in an alternative role in the period leading up to retirement. We would like to know your plans and discuss them with you.

If you would like to work beyond retirement, you should raise this us and we will consider your request, taking into account all surrounding circumstances, including the reasons behind having a fixed retirement age.

## **Giving notice of retirement**

Your contract of employment sets out the notice period that we are obliged to give you.

**ANNEX 10**

**SAMPLE POLICY STATEMENT ON THE RECRUITMENT OF EX OFFENDERS**

As an organisation using the DBS Disclosure service to assess applicants' suitability for positions of trust, this church undertakes to treat all applicants for positions fairly. It undertakes not to discriminate unfairly against any subject of a disclosure on the basis of conviction or other information received.

We welcome people to serve the church on the basis of the right mix of talent, skills, character, potential and call of God, including those with criminal records.

Only where a post for which you are applying requires an enhanced or standard DBS check will you be required to provide one as part of the application process. In these cases you will not be able to start in the role until a satisfactory DBS check has been completed.

A criminal record will not necessarily be a bar to a person serving with children and young people or vulnerable adults. This will depend on the nature of the position and the circumstances and background of the offences.

In order to protect the confidentiality of those with criminal records we will access disclosures through Due Diligence Checking Ltd, who are the Baptist Union's appointed external service provider. We invite the Baptist Union's National Safeguarding Team to advise us in the appointment process when necessary, and we agree to act on their advice for the protection of children, young people and adults at risk.

## ANNEX 11

### EXAMPLE MODEL CHURCH WORKER CODE OF CONDUCT\*

#### Background

This Code of Conduct sets out standards of behaviour expected by the Employer of all employees who are required to agree to the BUGB Declaration of Principle and the Church's ethos statement. Your conduct both in and out of work should be consistent with our objectives and the principles set out in those documents. You are encouraged to make every effort to meet the standards of personal conduct and working practice set out in this code of conduct.

[It is understood that while every member of staff is vulnerable to behaviour which contravenes that laid out in Scripture, our desire as an organisation is to inspire, encourage and build one another up in the faith in order to honour, obey and glorify God in our work.

This code of conduct seeks to facilitate this aim.]

#### Behavioural Standards

As a result of your desire to work for us and your acceptance of our Declaration of Principle and our Church ethos statement, we would expect certain behavioural standards, examples of which are:

- a willingness to give an account of your faith within an appropriate context in light of your particular responsibilities;
- regular commitment and participation in the life of [the Church]; and
- treatment of those you deal with, with grace, respect, courtesy, politeness, forgiveness and Christian love.

#### Code of Conduct

A non-exhaustive list of matters which are considered to be gross misconduct is set out in the disciplinary procedure.

There may be instances where inappropriate conduct inside or outside of formal working hours may also necessitate disciplinary action.

Such issues may be as the result of an incapacity or an error of judgement rather than lifestyle choice or pre-determined behavioural choice.

The following is a non-exhaustive list of conduct which, although it may occur outside of formal working hours we consider to be inappropriate for our employees and may lead to disciplinary action or dismissal:

- where it relates to a serious criminal offence;
- where it renders the employee unsuitable for the type of work they do e.g. someone who works with children found guilty of child abuse;

- where it leads to a breach of mutual trust between employer and employee e.g. accountant found guilty of fraud;
- where it is damaging to the reputation of the organisation for example:
  - Drunkenness or the use of illegal drugs
  - Use of obscenities, coarse jokes, gossip and slander
  - Any form of dishonesty including stealing and lying
  - Sexual immorality including adultery, sex outside of heterosexual marriage, deliberate viewing of pornography
  - Involvement in the occult or witchcraft
- where it affects the performance of the employee in their particular role e.g. a driver who loses his/her licence where driving is an essential occupational requirement; or
- where it relates to an employee's acceptance of our Declaration of Principle and Church's ethos statement, e.g membership of a group who could oppose the principles set out in those documents or expressing views which are contrary to them.

### **Our Approach to Misconduct**

Employees will be treated within a context of grace and compassion while time is taken to consider the circumstances of the situation e.g.

- The severity of the perceived misconduct.
- Whether the incident is a 'one-off ' or part of repeated behaviour or lifestyle.
- Whether the behaviour breaches our safeguarding policies and procedures
- Any mitigating circumstances e.g. personal issues.
- The position of trust of the employee.
- The particular duties of the employee.
- Christian maturity and understanding.
- The treatment of similar instances of misconduct by other employees.
- The employee's length of service.
- The extent of any 'live' disciplinary warnings.
- Evidence of repentance.

This is one of a series of *Guidelines* that are offered as a resource for Baptist ministers and churches. They have been prepared by the Specialist Teams at Baptist House and are, of necessity, intended only to give very general advice in relation to the topics covered. These guidelines should not be relied upon as a substitute for obtaining specific and more detailed advice in relation to a particular matter.

If you need to speak to someone about your query, please send us an email in the first instance. It helps us to respond as efficiently as possible to the many churches in trust with us if you set out the details of your enquiry as simply as possible. Please send your query to the Union's HR Team Leader ([HR@baptist.org.uk](mailto:HR@baptist.org.uk)) who will be happy to provide guidance on employment matters.

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129 Broadway, Didcot OX11 8RT

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