

SECTION 5: RECRUITMENT STAGE 2 - PREPARING THE DOCUMENTS

This section provides information on:

- The Job Description
- The Person Specification
- Income and Expenditure Statement
- Advertisement
- Letter of Appointment
- Statement of Terms and Conditions of Employment
- Residency Agreement
- Acknowledgement Letter

The Job Description

It is a legal requirement (Employment Rights Act) to provide the title of the job and a brief description of the work as well as other employment particulars within two months of the start of employment.

It is good practice to provide a job description to prospective employees. The key purpose of preparing a job description in the context of recruitment is to facilitate clear thinking about the type of person who is to be sought to fill the job. The job description will also provide a useful basis for discussing the job content with job applicants who are interviewed.

The amount of detail that is provided to prospective candidates will depend to some extent on the type of appointment being proposed. A detailed description of the job profile including background information may be appropriate if the appointment requires someone who:

- Will have undertaken some years of training,
- Will be expected to have gained some years of working experience,
- Might be appointed from outside the area.

Such appointments could include Lay Employees, Children and Youth Workers and Community Workers.

A less detailed job description may be appropriate if there is not the same requirement for prior training and experience, or the post is likely to be filled from the local labour market.

The purpose of providing information at this stage is to:

- Present a positive image of the Methodist Church
- Assist interested parties to decide whether to apply, that is, to 'self select'
- Avoid subsequent misunderstandings about the role and/or the terms and conditions of appointment.

The following information should appear in all job descriptions:

- Title of job
- Normal place of work
- Purpose of job (the reason why the job exists)
- Accountability to (that is, to whom the post holder is responsible)
- Accountability for (any staff who will report directly to the post holder)
- Physical working conditions (for example, office or other accommodation, the need to travel between different locations)
- Some information on the terms and conditions (salary or wage, expenses and allowances, if applicable, hours of work, holiday entitlement, pension scheme, sick pay).

See Sections 8, 9, 10 and 11 for further information on terms and conditions.

Two examples of a job description are available at [Appendix 5.1](#) and [Appendix 5.2](#).

The following additional information should be considered and should be included for jobs such as Lay Employees, Children and Youth Workers and Community Workers:

- A description of the local church (for example, activities, membership, mission statement worship life, ecumenical relationships)
- An overview of the circuit
- The membership and responsibilities of any management and support group. This should include the frequency of meetings, the status of the worker in the meeting and any expectations placed on the worker to report to, and receive instructions from, the group.

It would be appropriate to present this type of information in an information sheet and provide it as a supplement to the job description.

The Person Specification

You are advised to take care over the content of the person specification as claims of discrimination often relate to the wording of this document.

You should consider the attributes that an applicant will need to have at the point of appointment in order to carry out the job description. Two examples with headings are provided as a guide at [Appendix 5.3](#) and [Appendix 5.4](#). A blank form is provided at [Appendix 5.5](#).

You should fill in the boxes giving careful consideration to whether requirements are 'essential' or 'desirable'. For example, if the post is one for a qualified Youth Worker then 'Youth Worker qualification' would appear under 'Education and Training' in the 'Essential' column. If the post is for a caretaker and previous experience as a caretaker is desirable an entry would be made under 'Relevant Experience' in the 'Desirable' column.

The employee specification should be written objectively and should focus on the type and level of experience, types of skills and (where appropriate) qualifications that are necessary (or desirable) for the effective performance of the job. Personal factors such as "outgoing personality" should not normally be included unless they are clearly relevant to the performance of the job.

DO try to phrase requirements (other than vocational qualifications) in the form of competencies or abilities, for example;

- Able to write a clear letter,
- Able to keep accurate written/computer records
- Able to keep records of petty cash transactions up to £100
- Able to access all areas within the circuit without undue delay
- Able to climb stairs.

DO assess whether the post meets the criteria for a CRB or CRBS Disclosure. If it does make 'A satisfactory Disclosure from the CRB/CRBS' an essential requirement. For further information see the paragraph on Disclosure in Section 7, and the Guidelines for the Appointment and Employment of People with a Criminal Record, provided in [Appendix 2.2](#).

AVOID asking for qualities or qualifications, which could be challenged on the grounds of being discriminatory, for example;

- 5 GCSEs
- GCSEs in English and Maths

- Use of a car and driving licence
- In good health

Requiring a minimum period of experience (eg five years) could be judged as potentially discriminatory against younger workers unless the employer can show the applicant will be unable to carry out the job without the required prior experience. An alternative could be 'Can demonstrate how past experiences show understanding of the work to be undertaken in this post'.

A checklist to help you define the physical and mental requirements of the job is provided at [Appendix 5.6](#). This should be used to identify specific requirements in the person specification and should not be sent to applicants. Using specific definitions in the specification (as long as they are relevant) will help to avoid claims of discrimination on the grounds of disability. The checklist is intended to help you define what is needed. Some of the prompts relate to health and safety standards. A job description and person specification must never include unacceptable risks to an employee's health or safety at work. For example, a job that requires heavy lifting should have provision for lifting equipment; a job that requires working at heights should have provision for supervision when the higher risk duties are to be carried out. Reference should be made to the Health and Safety Executive's guidance before such requirements are included.

Careful thought needs to be given before specifying a religious affiliation. It is illegal to discriminate on the grounds of religion or belief unless there is a **genuine occupational requirement**. If there is a requirement (that is, the job cannot be done unless the requirement in the specification is met) then it must appear as an essential and not as a desirable.

Income and Expenditure Estimates for the Funding of the Appointment

Income

This should list the anticipated funding, the amounts, sources, duration and reliability. Sources may include church or circuit funds, gifts and grants. For short term, low cost work, detail is not required, but nevertheless, sources of funding should be indicated.

Expenditure

The following should always be considered but this is not an exhaustive list.

- Salary
- Employer's contributions for National Insurance (about 12%) and Pension Scheme (at least 6%).
- Living Accommodation: Council Tax, water charges, maintenance if accommodation is provided and heating and lighting costs if these are included. (These items can be anything up to about £6,500 depending on where the post is based*). These provisions must be checked with the Inland Revenue local office to establish if regarded as taxable benefits.
- Housing Allowance: This must be checked with the Inland Revenue local office to establish if this is taxable.
- Travel: Car mileage allowance or reimbursement of public transport costs (could be up to £2,000*). The employee cannot claim for travel from home and the place of work where a designated 'Place of Work' (not the home) is specified.
- Office costs: Telephone rental and calls (£500*), postage, stationery, photocopying (£250*), equipment, premises costs, heating and lighting, costs for use of the Internet and fax facilities should be determined and agreed.
- Training (about £500*): Course fees, helpful publications or text books, travel expenses, accommodation.
- Termination of Employment: You should recognise that the employing body will be responsible for any costs if the post becomes redundant after two years. Statutory redundancy payments are calculated on the basis of an employee's age, years of service and weekly pay, up to a stipulated maximum.

Further information is available on the Direct.gov website at <http://www.direct.gov.uk/en/Employment/Employees/index.htm>

(Items marked * denote suggested budgeting costs which have been applied by the Connexional Allowances Committee).

The Advertisement

Posts should be advertised in some way to meet the commitments we make in our Equal Opportunities Policy.

Advertising may be placed in many choices of media, for example, the Job Centre, the local, regional or national press, and specialist journals or newspapers or local notice boards. The choice of medium should be appropriate for the type of post. The cost of advertising should be considered and provision made.

The purpose of any advertisement is twofold:

- To attract a sufficient number of candidates, all of whom possess the necessary skills, experience and qualifications to do the job effectively
- Provide sufficient information to allow interested parties to self select at this stage.
- In attracting candidates, thought needs to be given to what 'selling points' the post offers.

A poorly or vaguely worded advertisement may result in a large number of applications, many of which will be unsuitable, thus wasting valuable time and resources. It is always better to seek to attract a small number of suitable candidates rather than a large, miscellaneous array of people.

An advertisement should:

- Create a positive impression of the organisation
- Be honest and truthful; provide a clear and accurate picture of the organisation's activities, the job duties and level of seniority, and the type of candidate the organisation is seeking.
- The information about the post needs to cover the essential criteria listed in the person specification.
- Statements made in the advertisement must be consistent with the job description and the person specification and any other information supplied to candidates.
- The advert should be pitched at the right level to appeal to suitable candidates.
- Research shows that advertisements without a salary level indicated attract a lower level of responses.
- Make it clear how applicants should respond.
- Advertisements must not indicate a preference for either gender (unless a Genuine Occupational Qualification has been identified; for further information contact your Lay Employment Secretary or Development and Personnel at Methodist Church House. Adjectives such as 'lively', 'energetic' and 'mature' should be avoided as these could be seen to suggest a preference for candidates of particular age groups and therefore potentially discriminatory on the grounds of age.

A requirement for a Christian must be a Genuine Occupational Qualification.

Advertisements with this requirement should include a reference to the mission or belief of the church or the work being advertised, and how this applies to the specific post.

The closing date for applications should be stated.

It may be helpful to candidates to see the interview date if one has been planned.

It should make it clear how applicants should respond.

Advertising Internally

In a situation where there are potential candidates for a vacant post within the Church / Circuit or District, it may be considered easier to place one of these individuals into this post rather than advertise either internally or externally.

Even though there is no statutory requirement on employers to advertise jobs internally, in these situations, it is good practice to do so and it may assist in defending a discrimination claim if existing employees take the view that a lack of internal advertisement was with a view to discourage them from applying, there is a risk that he or she may argue that this was for reasons related to gender, race or disability or for another discriminatory reason.

Draft Letter of Appointment

It is important that information given in the letter of appointment is accurate, as it will form part of the contract of employment.

It is important also to stipulate any conditions attached to the offer such as satisfactory references, a satisfactory CRB Disclosure, satisfactory completion of a probationary period, or a satisfactory medical report, depending on what is appropriate.

It may not be possible at this point to confirm the date of starting if, for example, a Disclosure is required or the successful applicant has to negotiate a date for the end of their current employment. It is acceptable in these circumstances to make the start date 'a date to be agreed'.

Two model letters are provided at [Appendix 8.1](#) and [Appendix 8.2](#).

Further information can be found in Section 7 – Making an Offer of Employment.

Statement of Terms and Conditions of Employment

A model statement is provided at [Appendix 8.3](#) and [Appendix 8.4](#).

The following notes provide some additional information on certain key elements of the Written Statement of Terms and Conditions.

Fixed term Contracts

A fixed term employee is defined as a person with a contract of employment which

- Is due to end when a specified date is reached
- A specified event does or does not happen, or
- A specified task has been completed.

Examples include:

- Doing so-called 'seasonal' or 'casual' work which is short term
- Appointed to cover for maternity, parental or paternity leave, or sick leave
- Hired to cover a temporary peak in demand
- Appointed to complete a specific task such as setting up a new database or running a training course
- Funding is available for only one year
- A piece of work which has a defined date for completion.

Some contracts may be funded from a source where the continuity is uncertain. These are not suitable for fixed term, especially if the contract will last for more than 2 years. It would however be appropriate to state in the job description, or the supplementary information, and again in the letter of appointment that the continuity of the post is dependant on continued funding.

It is important that the reason why the contract is formed for a fixed term is made known to the employee from the outset and is clearly and accurately stated in the job description, the letter of appointment and the written statement, for example:-

- The contract is fixed term and will end on (insert date) when funding ceases
- The contract is fixed term for a period of up to 1 year for the purpose of completing a project relating to (insert details). The contract will end on (insert date) or on completion of the project
- The contract is fixed term for a period of up to 1 year to cover maternity leave. The contract will end when the post holder returns from maternity leave.

Employees on fixed term contracts must receive no less favourable treatment than employees in equivalent employment on open-ended contracts. An employee on a fixed term contract has a right, at any time, to request a written statement confirming the reasons for the contract being offered on a fixed term basis.

It is advisable to include a notice clause in a fixed term contract to enable the employer to give notice to terminate the fixed term contract before the expiry date, should this situation arise.

If an employer brings a fixed term contract to an end before the expiry date, and there is no provision to do so in the contract, then the employer has committed a breach of contract. An employee can bring a claim for wrongful dismissal and seek damages for breach of contract and loss of money and benefits due to him/her for the remainder of the fixed term.

Under the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, regulation 8 an employee who has been engaged on a series of continuous fixed- term contracts for four years or more will automatically be entitled to have his or her new contract treated as a permanent contract unless the employer can objectively justify the employees continuing engagement on a fixed- term basis. This provision was not, however, made fully retrospective. The regulation also stated that any period of continuous employment falling before 10 July 2002 can be disregarded. This provision does not limit the length of the first fixed- term contract, which can be of any length.

Where a fixed- term employee has four or more years' continuous service the employee will be entitled to request a written statement from the employer confirming that his or her contract is now a permanent contract and to receive such a written statement within 21 days of the request being made.

Any Employee will have a right to statutory redundancy payments if they have been continuously employed for two years or more.

Where a contract of employment terminates automatically on the completion of a particular task or the occurrence or non-occurrence of a particular event, the termination will be classified in law as a dismissal. This means employees on such "task contracts" have a number of statutory rights on the same basis as employees working under permanent contracts. These include:-

- The right not to be unfairly dismissed (After one year's service)
- The right to a written statement of reasons for dismissal
- The right to statutory redundancy payments (After 2 years service)

Further information is available at www.businesslink.gov.uk

The employer must give the correct notice period as per the Term and Condition of employment

Setting Salary

A minimum recommended salary for Lay Employees is set annually by the Lay Employees Stakeholders Group, formally referred to as the Lay Workers Advisory Committee.

See [Appendix 10.1](#) for the “Setting a Lay Employees salary” guidance paper. Also, see [Section 12](#) for additional information on the employment of Lay Employees.

Living Wage

The Living Wage (sometimes referred to as the Ethical Wage)

London	Outer London
£7.45 per hour	£7.00 per hour

Employing authorities should give consideration to the Living Wage as an alternative to the National Minimum Wage.

Other posts should have salary set locally taking account of the following factors:

National Minimum Wage

National Minimum Wage (From 01 October 2009)

Age 22 and older	£5.80 per hour (£5.93 for workers aged 21 and over from 01 October 2010)
Age 18 – 21	£4.83 per hour (£4.92 for workers aged 18-20 from 01 October 2010)
Age 16 – 17	£3.57 per hour (£3.64 from 01 October 2010)

Local Market Rates

Information will be found in the recruitment pages of the local press and at the Job Centre.

Specialist Market Rates

Information will be found in specialist or trade journals and the national press.

Accommodation Offset If an employee is provided with "free" accommodation then there is likely to be a taxable benefit attributable, which the employing body will need to declare to HMRC.

Part Time Workers

The Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 makes it a legal requirement to provide the same terms and conditions of employment to a part time worker as would be provided to an equivalent, full time worker. It is appropriate to pro rata benefits where applicable. The only circumstance where this need not be done is where there is an objective justification for doing so.

Annual leave entitlement should be calculated by working out the part time hours as a proportion of the full time hours, (pro rata) for example:

The equivalent full time hours are 40 per week, worked over 5 days.

The employee is contracted to work 20 hours per week (number of days is not relevant).

The equivalent full time worker would receive 5.6 weeks annual leave i.e. 28 days = 224 hours per year.

The part time employee in this case is entitled to 0.5 x 224 hours = 112 hours per year. Working Time Regulations require workers to have at least 5.6 weeks paid annual leave in a 12 month period.

A quick guide to calculating holiday entitlement is outlined below:

Working Pattern (From 1 April 2009)	
Full-time (5 day week)	5.6 weeks (28 days)
Part-time (4 day week)	5.6 weeks (22.4 days)
Part-time (3 day week)	5.6 weeks (16.8 days)
6 day week	5.6 weeks (28 days - the maximum statutory entitlement)
Compressed hours E.g. 36 hours in 4 days	36 hours x 5.6 weeks = 201.6 hours per year
Annualised hours e.g. 1,600 hours at an average of 33.5	33.5 hours x 5.6 weeks = 187.6 hours per year

hours a week	
Bank holidays	Can be included in the 5.6 weeks leave - check your contract

Source: ACAS website

Part time workers are also entitled to pro rata public holidays if the equivalent full time worker receives payment for public holidays. At a minimum they should receive the same as an equivalent full time worker on a pro rata basis, for example:

The equivalent full time worker receives 8 paid public holidays.

Example 1: The part time employee works 5 x half days, Monday to Friday. The employee should have 8 public holidays paid at the equivalent daily rate i.e. x 0.5.

Example 2: A part time worker contracted for 0.5 of the full time hours to be worked flexibly or over 2.5 days should receive 4 paid bank holidays. Payment can be arranged by not paying for any bank holidays and adding an appropriate number of hours to the annual leave entitlement.

A bank holiday calculation sheet is attached at [Appendix 5.7](#) for your use.

Further information is provided in Section 7 – Making an Offer of Employment.

Acknowledgement Letter

This letter is intended to be a brief, friendly letter thanking people for their enquiry, enclosing all relevant information about the post, and indicating the closing date for applications, the date and likely venue for the interview and the name and address to whom completed applications should be sent.

Application Form

An example of the application form is provided at [Appendix 5.8](#) and [Appendix 5.9](#). This form invites candidates to draw on all their experience and does not seek to collect information

which may not be relevant. A copy of the Policy and Guidelines for the Employment of People with a Criminal Record and an Equal Opportunities monitoring form should be included with the application form. An Equal Opportunities monitoring form is provided at [Appendix 5.10](#).

Residency Arrangements

Refer to [Section 11](#) for information.