

SECTION 8: RECRUITMENT STAGE 5 - MAKING AN OFFER OF EMPLOYMENT

This section provides information on:

- Verbal offers
- Conditional offers
- Start date
- Written confirmation
- Written Statement of Terms and Conditions
- Guidance notes to contents of a Written Statement
- Disclosure
- Pre-Employment Checks (Immigration Asylum and Nationality Act 2006)

Verbal Offers

An offer of employment made verbally and accepted forms a contract of employment. Withdrawal of a verbal offer may require the employer to give and pay notice. To avoid misunderstandings it is important to provide, as quickly as possible, written confirmation of the offer and any conditions. In the event any misunderstanding arises at this point, advice may be sought from the District Lay Employment Secretary.

Conditional Offers

Offers may be conditional upon receipt of satisfactory references (if not already received), a satisfactory Disclosure, a satisfactory medical report or completion of a satisfactory probationary period. There must be a clear statement that the offer is conditional at that stage. This should also be confirmed in writing.

Jobs that are subject to the Church's Safeguarding provisions will require a satisfactory Disclosure, which is obtained through the Churches' Agency for Safeguarding at Methodist Church House. Wherever possible employment should not begin until this requirement is satisfied. If this is not practical the person must be supervised at all times until the Disclosure is processed. Further information is available at the end of this section under the heading of 'Disclosure' and in the Methodist Church's Safeguarding Handbook.

There are occasions when the employer wishes to obtain a medical report before confirming the offer of appointment. The employing body will have to identify a medical practitioner

who is willing to carry out the review and prepare a report, and will be responsible for any fee charged. The job description and the person specification should be provided to the medical practitioner. The employer should make clear what information is requested, for example, a view on whether the potential employee is able to carry out the duties without risk to his/her health. The employer must take account of the requirements of the Disability Discrimination Act when assessing the report. A medical condition will not automatically result in a decision to stop the appointment from proceeding.

Until the additional information is obtained the employer may wish to issue only the letter offering the employment, specifying the conditions to be met. The Written Statement can then be issued once the conditions are met. (This does not apply to the condition relating to the probationary period.)

Start Date

It is normal to discuss a prospective start date that allows time for the employer to collect any outstanding information and for the candidate to give notice if that is relevant.

It is inappropriate to expect a candidate to give notice until the employer is in a position to confirm the offer.

A start date should not be finalised until the conditions relating to references, and Disclosure and medical (if appropriate), are satisfied.

Written Confirmation

Offers can be made in two ways:

1. A detailed offer letter, followed later by the Written Statement of Terms and Conditions of Employment. There is a legal requirement to issue the written statement within two months of the start of employment. A model offer of appointment, with written statement to follow, is attached at [Appendix 8.1](#).
2. A brief offer letter, accompanied by the written statement. This avoids the need to issue the same information twice. The issue of the written statement is dependent on knowing the start date. A model offer of appointment, to be issued with the written statement, is attached at [Appendix 8.2](#).

Note: The wording in italics on these appendices should be used only if relevant.

A medical questionnaire form is attached at [Appendix 8.9](#) for use if the offer is conditional upon a satisfactory medical report.

Written Statement of Terms and Conditions

The Written Statement is a summary in writing of an employee's main particulars of employment.

Employers are required by law to give, within two months, a written statement to all employees who have been in their employment for at least one month. It is good practice to provide the written statement before or on the first day of employment. It helps to avoid misunderstanding and disputes about the employment arrangements. It is common for employees to include the obligatory written particulars in a written contract signed by both sides.

Two model Written Statements are attached at [Appendix 8.3](#) and [Appendix 8.4](#).

Appendix 8.3

This example is a format that, with the exception of the reference to retirement and absence from work, includes the minimum particulars that must, by law, be provided in writing.

You are advised to include the statement about normal retirement age and information about the procedure to follow when unable to attend work.

Statutory provisions such as those listed below are not covered but are implicit because an employer cannot contract to provide less than the statutory minimum.

- Maternity, paternity and adoption pay and leave
- The right to emergency time off for family needs and parental leave
- The right to time off for certain public duties
- The right of parents and carers to request flexible working

Appendix 8.4

This example provides further information on the same and additional particulars.

It is acceptable to use paragraphs from both examples and create a document that is tailored to the needs of the appointment.

Arrangements for part time staff should always be pro rata to the full time equivalent.

Guidance Notes on the Contents of a Written Statement

This section should be read in conjunction with [Appendix 8.3](#).

Items marked * must be included in a single document – the ‘principal statement’. If there is not provision for any of the items that must be included, this must be made clear. For example, if there is no overtime payable, then the written statement should say so.

Items marked + can be referred to in the written statement or in other documents which accompany the principal statement.

*Items marked ** require a choice to be made and something to be deleted or omitted.*

Parties to the Contract of Employment

***Date of Commencement of employment in this post and Continuous Employment**

A number of statutory employment rights depend upon the employee having a certain period of “continuous employment”. A period of employment counts towards the employee’s continuous service only if it is unbroken. It is not usual to recognise service with another employing body within the Methodist Church.

***Job Title**

The law requires you to include a brief description of the work involved or a job title.

It is good practice to provide a separate job description.

***Job Location**

You should state the precise location of the job.

If relevant you should outline clearly the extent of mobility required, for example whether the employee is required to work at more than one location in an area.

Probationary Period

***Remuneration**

You should provide clear, comprehensive information about pay and any other benefits that apply. Misunderstandings about pay generate mistrust and suspicion. If it is appropriate you should include:

- Overtime arrangements
- Allowances
- Deductions from pay
- Method of payment

***Hours of Work**

Any terms and conditions relating to normal working hours should be included, including flexibility in hours of work if relevant. If overtime will be worked state whether it is voluntary, compulsory or guaranteed, and how much notice of overtime will be given.

Under the Working Time Regulations an employer is required to take all reasonable steps to ensure that workers do not work more than an average of 48 hours a week over a 17 week period. However, individual workers may choose to agree to work more than the 48-hour average weekly limit. If they do so, the agreement must be in writing and must allow the worker to bring the agreement to an end. Refer to Section 14 for further information on Working Time Regulations.

Working Time Regulations

Overtime

Pension

Since 8 October 2001 employers with 5 or more employees who do not operate a pension scheme are required to provide access to a stakeholder pension scheme. They must:

Name a stakeholder provider

Offer a payroll deduction facility for contributions

Employers are liable to fines for non-compliance.

It is permissible to refer the employee to another document that contains details of pension arrangements.

***Annual Leave Entitlement**

Under the Working Time Regulations a worker is entitled to at least 28 days paid leave each year. An employer has discretion to provide more than the statutory minimum.

The law requires particulars of all terms and conditions including public holidays to be included. The particulars should be sufficient to enable the employee's entitlement, including any entitlement to accrued holiday pay on termination, to be precisely calculated.

Compassionate Leave

Maternity, Paternity, Adoption and Parental Leave

Occupational Paternity and Adoption Leave

+Sickness Absence

All employees who are eligible for Statutory Sick Pay (SSP) must be paid appropriately by the employer in accordance with the statutory provisions. Employers may pay Occupational Sick Pay (OSP) in addition to SSP. This is usually full pay (less any SSP paid).

It is advisable to explain not only when the employee is entitled to sick pay but also details of any conditions attached to it such as length of service, waiting days and SSP, what happens if employees are sick during a holiday and any Occupational Sick Pay arrangements and how long it lasts. For example an employer may decide that OSP should be paid for a total of four weeks over a rolling year. This means that the total number of days of absence are calculated in the 12 months immediately preceding the current absence.

Absence from Work

You are not required by law to include this section. However, this issue often causes problems so it is important to make it clear to employees that they should contact a particular person as soon as possible on their first day of absence (for whatever reason).

Medical Treatment

Retirement

***Ending the Employment**

There should be provision for reasonable notice on either side to terminate the contract. The periods of notice in the examples are the minimum periods required by law which is a

week up to the end of 2 years service and then an additional week for each completed year of service up to 12 weeks.

It should be noted that an employer cannot give less notice than the statutory minimum.

The statutory minimum notice required from an employee is one week's notice after one month of employment. There is no provision for this to increase with completed years of service unless it is specified in the relevant section of the Written Statement.

It is possible to require a notice period of more than one week from the employee providing that this is not greater than the notice period required from the employer, as above. For example one week's notice after one month of employment and thereafter one week's notice for every completed year of service up to a maximum of four weeks.

Where the employment is not intended to be permanent, you should state when or in what circumstances it is expected to end. If the contract is for a fixed period, you should state the date when it is expected to end or the event which will bring the contract to an end. It is good practice to explain the reason why the employment is not intended to be permanent.

Examples of wording which can be used:

The contract is fixed-term and will end on (insert date) when the 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 earlier 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.

The contract is fixed-term for a period of up to 1 year and will end (when a particular event occurs).

When a contract is for a fixed term period reference should also be made to the standard notice periods contained in the contract. This enables the employer to give notice of the termination of the contract prior to the end of the original fixed term should circumstances change.

For example: 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 earlier on completion of the project or in accordance with the notice periods stated at clause of the contract.

If this is not made clear the employer may be liable to pay the employee for the remainder of the fixed term contract.

Confidentiality

+Disciplinary

The procedure can be provided as a separate document. An example is provided at [Appendix 8.5](#). Further information can also be found in Section 13.

Employees have a statutory right to be accompanied at a disciplinary hearing by a work colleague or trade union official.

+Grievance

An example is provided at [Appendix 8.6](#). It is good practice at the appeals stage to have the appeal heard by someone who was not involved in dealing with the issue concerned.

Further information can also be found in Section 13.

+Health and Safety Procedure

+Equal Opportunity

Changes in Term and Conditions

Statement of Policy

Employee's Signature

There is no legal requirement that an employee should sign his or her written statement. However employees who are asked to sign the statement are more likely to have read and questioned its contents, and so there is less likelihood of future disputes over the terms of the employment.

It is normal to provide two copies, one to be signed and returned and one for the employee to retain.

You should seek advice if an employee or prospective employee refuses to sign the document.

NB: There may be additional provisions you wish to include in the contract and advice may be sought from the District Lay Employment Secretaries or from Development and Personnel at Methodist Church House.

Disclosure

The Rehabilitation of Offenders Act 1974 states that certain offences may be disregarded as 'spent' after set periods of time, and ex-offenders are not required to disclose their conviction. This makes it illegal for an employer to discriminate against an ex-offender on the grounds of a 'spent' conviction. (Further information is contained in Appendix 2.2.) A table showing when different types of convictions become spent is shown at Appendix 8.8.

Some posts within the Methodist Church, including those with unsupervised or substantial access to children, young people and other vulnerable people, are exempted from the provisions of the Act. The documents for such posts must specify the need for a satisfactory criminal record check (known as a 'Disclosure') before the appointment is confirmed. Reference to this requirement should be made in the job description, person specification and again when the offer of appointment is made.

At present, enhanced Disclosures are required for Lay Employees and anyone working with children and young people. Standard Disclosures are required for those who undertake caretaking duties at times when children and young people are likely to be on church premises. Lay Employees in administrative posts working in similar circumstances require a standard Disclosure.

Once a conditional offer on such a post has been accepted, arrangements should be made for a Disclosure application to be prepared. Detailed information regarding how to make an application is contained in the Safeguarding Handbook, published by the Methodist Publishing House. All Methodist ministers have been issued with their own copy.

The Handbook deals primarily with volunteers. Refer to pages 16 and 17 for the procedure for employees. Contrary to the guidance on page 16, Form A should not be used for employees. The minister referred to on page 17 should be the minister in pastoral charge of the church or circuit where the employee will be based.

The cost of processing a Disclosure application increased after the Handbook was published. (An enhanced Disclosure costs £36.00) It would be reasonable to reimburse the member of staff for this expense.

Forms for appointments in England and Wales can be obtained from:

The Criminal Records Bureau

Telephone: 0870 90 90 844

Between 08.00 and 22.00 on weekdays, and 10.00 and 18.00 at weekends.

Forms for appointments in Scotland can be obtained from:

The Churches' Agency for Safeguarding (CAS)

Methodist Church House

25 Marylebone Road

London NW1 5JR

Telephone: 020 7467 5206

E-mail: cas@methodistchurch.org.uk

The CAS will also provide guidance on the completion of these forms. Information and guidance is also available on the CAS website at www.churchsafe.org.uk.

The CRB (Criminal Records Bureau), or the Central Registered Body in Scotland, will notify the CAS of any criminal record. The CAS will recommend to the prospective employer, on the basis of the information received, whether an appointment should be made. Sexual offences involving children or vulnerable adults may preclude appointment to a post which involves working with, or which provides access to, children or vulnerable adults.

Other offences should only be considered if relevant to the nature of the post.

Pre Employment Checks

The Immigration Asylum and Nationality Act 2006 requires employers to carry out some document checks on every person they intend to employ. The following checks should be carried out before the person begins working for you. If you take on an employee who is found to be working illegally for you, and you cannot demonstrate you have carried out these checks, you will be at risk of committing a criminal offence under the Act and be liable for a fine of up to £10,000.

The following steps should be followed:

Step 1

To establish entitlement to work the Act requires employers to check documentations from Lists A and B. List A documents include passports or national identity cards saying that the holder is British Citizen, a Commonwealth Citizen with a right of abode or national of the EEA or Switzerland. List B contains documents that indicate the holder has restrictions on his or her entitlement to be in the UK and include a passport or travel document which is stamped with a work permit. The employer must obtain sufficient documentation e.g. a

birth certificate combined with a document listing a UK national insurance number or a work permit and a passport to fully establish ability to work. If relying on List B documents the employer must recheck the documents at least once a year to ensure the employee continues to have leave to enter or remain in the UK.

Step 2

You must satisfy yourself that your potential employee is the rightful holder of the documents they present. You should take reasonable steps to check that photographs and dates of birth are consistent with the appearance of the potential employee, that expiry dates have not passed, and that the type of work authorised is consistent with the type of work you are offering. If documents are presented with different names then ask for a third document such as a marriage or adoption certificate.

Step 3

Make sure you keep a photocopy of the documents shown to you.

If you have any doubt about the authenticity or sufficiency to establish an applicant's right to work you should contact Employer Checking Service via the ***Border and Immigration Agency's Employer's Helpline on 0845 010 6677.***

Further Information

Further information regarding work permits is available at <http://www.ind.homeoffice.gov.uk/workingintheuk/>