Lay Employment Advisory Information
March 2020

HR & Development Office
Methodist Church House
25 Marylebone Road
LONDON NW1 5JR
Telephone: 020 7486 5502
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section and Appendices</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>Pg. 1</td>
</tr>
<tr>
<td>Table of Contents</td>
<td>Pg. 1 - 5</td>
</tr>
<tr>
<td>Section 1: The Role of the District Lay Employment Secretary</td>
<td>S1: Pg.1</td>
</tr>
<tr>
<td>Section 2: Equality, Diversity and Inclusion</td>
<td>S2: Pg. 1 - 3</td>
</tr>
<tr>
<td>Appendix 2: Equality Diversity &amp; Inclusion Policy</td>
<td>Appendix: Pg. 1-4</td>
</tr>
<tr>
<td>Appendix 2.1: EDI District Officer Job Description</td>
<td>Appendix: Pg. 1-6</td>
</tr>
<tr>
<td>Appendix 2.2: Policy and Guidelines for Appointments Requiring Satisfactory Enhanced Disclosures</td>
<td>Appendix: Pg. 1-2</td>
</tr>
<tr>
<td>Section 3: Recruitment Cycle</td>
<td>Pg. 1</td>
</tr>
<tr>
<td>Appendix 3.1 Exit Interview pro forma</td>
<td>Appendix: Pg. 1-6</td>
</tr>
<tr>
<td>Section 4: Recruitment Stage 1 – Approving the Post</td>
<td>S4: Pg. 1 – 2</td>
</tr>
<tr>
<td>Appendix 4.1: Appointment Pro Forma</td>
<td>Appendix: Pg. 1</td>
</tr>
<tr>
<td>Section 5: Recruitment Stage 2 – Preparing the Documents</td>
<td>S5: Pg. 1 - 14</td>
</tr>
<tr>
<td>The Job Description</td>
<td>Para 5.1, Pg.1 – 2</td>
</tr>
<tr>
<td>The Person Specification</td>
<td>Para 5.2, Pg. 3 – 6</td>
</tr>
<tr>
<td>Income and Expenditure Estimates for the Funding of the Appointment</td>
<td>Para 5.3, Pg. 7</td>
</tr>
<tr>
<td>The Advertisement</td>
<td>Para 5.4, Pg. 8 – 9</td>
</tr>
<tr>
<td>Application Form</td>
<td>Para 5.5, Pg. 9</td>
</tr>
<tr>
<td>Letter responding to a request for an application pack</td>
<td>Para 5.6, Pg. 9</td>
</tr>
<tr>
<td>Draft Letter of Appointment</td>
<td>Para 5.7, Pg. 9 – 10</td>
</tr>
<tr>
<td>Statement of Terms and Conditions of Employment</td>
<td>Para 5.8, Pg.10 – 14</td>
</tr>
<tr>
<td>The Living Wage rates updated in ‘Setting a Lay Employee salary’</td>
<td>Pg 12</td>
</tr>
<tr>
<td>Residency Arrangements</td>
<td>Para 5.9, Pg.14</td>
</tr>
<tr>
<td>Appendix 5.1: Example Job Description 1</td>
<td>Appendix: Pg. 1 - 2</td>
</tr>
<tr>
<td>Appendix 5.2: Example Job Description 2</td>
<td>Appendix: Pg. 1</td>
</tr>
<tr>
<td>Appendix 5.3: Example Person Specification 1</td>
<td>Appendix: Pg. 1 - 2</td>
</tr>
<tr>
<td>Appendix 5.4: Example Person Specification 2</td>
<td>Appendix: Pg. 1 - 1</td>
</tr>
<tr>
<td>Appendix 5.5: Person Specification Pro Form</td>
<td>Appendix: Pg. 1 - 2</td>
</tr>
<tr>
<td>Appendix 5.6: Role Profile Requirements</td>
<td>Appendix: Pg. 1 - 1</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Appendix 5.7: Bank Holiday Calculation Sheet</td>
<td>Appendix: Pg. 1 - 1</td>
</tr>
<tr>
<td>Appendix 5.8: Application Form</td>
<td>Appendix: Pg. 1 - 10</td>
</tr>
<tr>
<td>Appendix 5.9: Application Form – Minimum</td>
<td>Appendix: Pg. 1 - 9</td>
</tr>
<tr>
<td>Appendix 5.10: Equality &amp; Diversity Monitoring Form</td>
<td>Appendix: Pg. 1 - 2</td>
</tr>
<tr>
<td>Appendix 5.11: Letter responding to request for an application pack</td>
<td>Appendix: Pg. 1 - 1</td>
</tr>
<tr>
<td>Section 6: Recruitment Stage 3 – Processing Applications</td>
<td>S 6: Pg. 1 - 3</td>
</tr>
<tr>
<td>Responding to Enquiries</td>
<td>Para 6.1, Pg. 1</td>
</tr>
<tr>
<td>Shortlisting</td>
<td>Para 6.2, Pg. 1 – 2</td>
</tr>
<tr>
<td>Planning for the Interview</td>
<td>Para 6.3, Pg. 2 -3</td>
</tr>
<tr>
<td>Applicants with a Criminal Record</td>
<td>Para 6.4, Pg. 3</td>
</tr>
<tr>
<td>Appendix 6.1: Shortlisting Score Sheet</td>
<td>Appendix: Pg. 1 - 2</td>
</tr>
<tr>
<td>Section 7: Recruitment Stage 4 – The Interview</td>
<td>S 7: Pg. 1 - 9</td>
</tr>
<tr>
<td>Preparing for the Interview</td>
<td>Para 7.1, Pg. 1</td>
</tr>
<tr>
<td>Structure of the Interview</td>
<td>Para 7.2, Pg. 2 - 3</td>
</tr>
<tr>
<td>Interview Questions</td>
<td>Para 7.3, Pg. 3 - 4</td>
</tr>
<tr>
<td>The Role of the Chair – Checklist</td>
<td>Para 7.4, Pg. 4 - 5</td>
</tr>
<tr>
<td>Assessing the Candidates</td>
<td>Para 7.5, Pg. 5</td>
</tr>
<tr>
<td>References</td>
<td>Para 7.6, Pg. 5 - 6</td>
</tr>
<tr>
<td>Tips for Giving Feedback to Candidates</td>
<td>Para 7.7, Pg. 6 – 7</td>
</tr>
<tr>
<td>Candidates with a Disability</td>
<td>Para 7.8, Pg. 7</td>
</tr>
<tr>
<td>Record Keeping</td>
<td>Para 7.9, Pg. 7 - 8</td>
</tr>
<tr>
<td>Note Taking</td>
<td>Para 7.10, Pg. 8</td>
</tr>
<tr>
<td>Appendix 7.1: Interview Score Sheet</td>
<td>Appendix: Pg. 1 - 5</td>
</tr>
<tr>
<td>Appendix 7.2: Reference request letter and Reference form</td>
<td>Appendix: Pg. 1-4</td>
</tr>
<tr>
<td>Section 8: Recruitment Stage 5 – Making an Offer of Employment</td>
<td>S 8: Pg. 1 -15</td>
</tr>
<tr>
<td>Verbal Offers</td>
<td>Para 8.1, Pg.1</td>
</tr>
<tr>
<td>Conditional Offers</td>
<td>Para 8.2, Pg.1 – 2</td>
</tr>
<tr>
<td>Start Date</td>
<td>Para 8.3, Pg.2</td>
</tr>
<tr>
<td>Written Confirmation</td>
<td>Para 8.4, Pg.2 – 3</td>
</tr>
<tr>
<td>Written Statement of Terms and Conditions</td>
<td>Para 8.5, Pg.3</td>
</tr>
<tr>
<td>Guidance Notes on the Contents of a Written Statement</td>
<td>Para 8.6, Pg.3 - 8</td>
</tr>
<tr>
<td>Disclosure</td>
<td>Para 8.7, Pg. 8 - 9</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Pre Employment Checks</td>
<td>Para 8.8, Pg. 9 - 14</td>
</tr>
<tr>
<td><strong>Appendix 8.1: Offer of Appointment, Written Statement to follow</strong></td>
<td>Appendix: Pg. 1 - 3</td>
</tr>
<tr>
<td><strong>Appendix 8.2: Offer of Appointment, With Written Statement</strong></td>
<td>Appendix: Pg. 1 - 2</td>
</tr>
<tr>
<td><strong>Appendix 8.3: Written Statement of Terms and Conditions of employment (minimum)</strong></td>
<td>Appendix: Pg. 1 - 7</td>
</tr>
<tr>
<td><strong>Appendix 8.4: Written Statement of Terms and Conditions of Employment (full)</strong></td>
<td>Appendix: Pg. 1 - 7</td>
</tr>
<tr>
<td><strong>Appendix 8.5: Disciplinary and Dismissal Procedure</strong></td>
<td>Appendix: Pg. 1 - 11</td>
</tr>
<tr>
<td><strong>Appendix 8.6: Grievance Procedure</strong></td>
<td>Appendix: Pg. 1 - 7</td>
</tr>
<tr>
<td><strong>Appendix 8.7: Health and Safety Policy</strong></td>
<td>Appendix: Pg. 1 - 2</td>
</tr>
<tr>
<td><strong>Appendix 8.8: Rehabilitation of Offenders Act 1974 – Spent and Unspent Convictions</strong></td>
<td>Appendix: Pg. 1</td>
</tr>
<tr>
<td><strong>Appendix 8.9: Medical Questionnaire Guidance Notes and Form</strong></td>
<td>Appendix: Pg. 1-3</td>
</tr>
<tr>
<td><strong>Section 9: Pensions</strong></td>
<td>S 9: Pg 1-3</td>
</tr>
<tr>
<td>Types of Pensions</td>
<td>Para 9.1, Pg.1</td>
</tr>
<tr>
<td>Appointments within the Methodist Church</td>
<td>Para 9.2, Pg.2</td>
</tr>
<tr>
<td>Amended ‘made’ to ‘offer’ in line with Conference Resolution</td>
<td>Para 9.2, Pg 1</td>
</tr>
<tr>
<td>Updated Lower Earning Limit</td>
<td>Pg. 2</td>
</tr>
<tr>
<td>Auto enrolment</td>
<td>Para 9.3, Pg.2</td>
</tr>
<tr>
<td><strong>Appendix 9.1</strong></td>
<td>NEW</td>
</tr>
<tr>
<td>Auto-enrolment</td>
<td></td>
</tr>
<tr>
<td><strong>Section 10: Pay Issues</strong></td>
<td>S10: Pg. 1 - 8</td>
</tr>
<tr>
<td>The Living Wage</td>
<td>Para 10.1, Pg.1</td>
</tr>
<tr>
<td>Living Wage rates updated</td>
<td></td>
</tr>
<tr>
<td>Honoraria/Payments to Volunteers</td>
<td>Para 10.2, Pg.2</td>
</tr>
<tr>
<td>Guidelines for Local Pay Arrangements – Local Religious Centres (LRC)</td>
<td>Para 10.3, Pg.2 – 4</td>
</tr>
<tr>
<td>Section</td>
<td>Page References</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Income Tax</td>
<td>Para 10.4, Pg4 – 5</td>
</tr>
<tr>
<td>NI and Income tax rates amended</td>
<td>Pg 4 &amp; 5</td>
</tr>
<tr>
<td>Sick Pay Calculations</td>
<td>Para 10.5, Pg.5 - 6</td>
</tr>
<tr>
<td>Common Problems to be Aware of</td>
<td>Para 10.6, Pg.6 - 8</td>
</tr>
<tr>
<td><strong>Appendix 10.1: The Living Wage</strong></td>
<td>Appendix: Pg. 1 – 13</td>
</tr>
<tr>
<td><strong>Appendix 10.2: HMRC Guidelines</strong></td>
<td>Appendix Pg. 1-3</td>
</tr>
<tr>
<td><strong>Appendix 10.3: HMRC Starter Checklist form</strong></td>
<td>Appendix Pg 1</td>
</tr>
<tr>
<td><strong>Appendix 10.4 MCH Advice re NI Employment Allowance</strong></td>
<td>Appendix Pg 1</td>
</tr>
<tr>
<td>Section 11: Residency Arrangements</td>
<td>S11: Pg. 1-1</td>
</tr>
<tr>
<td>Licence</td>
<td>Para 11.1, Pg.1</td>
</tr>
<tr>
<td>Tenancy</td>
<td>Para 11.2, Pg.1</td>
</tr>
<tr>
<td><strong>Appendix 11.1: Conditions of Residential Occupancy</strong></td>
<td>Appendix: Pg. 1 - 2</td>
</tr>
<tr>
<td>Section 12: Information Specific to the Employment of Children &amp; Youth/Community Workers</td>
<td>S12: Pg. 1 - 8</td>
</tr>
<tr>
<td>Definitions</td>
<td>Para 12.1, Pg.1</td>
</tr>
<tr>
<td>Issues to consider before recruitment – Added reference to Safer Recruitment Policy</td>
<td>Para 12.2, Pg.1 - 3</td>
</tr>
<tr>
<td>Providing a Support / Management Structure</td>
<td>Para 12.3, Pg.3 - 4</td>
</tr>
<tr>
<td>Selecting the Line Manager</td>
<td>Para 12.4, Pg.5</td>
</tr>
<tr>
<td>Job Description</td>
<td>Para 12.5, Pg.5</td>
</tr>
<tr>
<td>Appointment of Qualified Workers</td>
<td>Para 12.6, Pg.5 - 6</td>
</tr>
<tr>
<td>Terms and Conditions of Employment</td>
<td>Para 12.7, Pg.6 - 7</td>
</tr>
<tr>
<td>Advertising</td>
<td>Para 12.8, Pg.7 - 8</td>
</tr>
<tr>
<td>Information and Support Sources</td>
<td>Para 12.9, Pg.8</td>
</tr>
<tr>
<td><strong>Appendix 12.1: Children and Youth Worker Job Description</strong></td>
<td>Pg. 1-2</td>
</tr>
<tr>
<td><strong>Appendix 12.2: Children &amp; Youth Worker Person Specification</strong></td>
<td>Pg. 1-2</td>
</tr>
<tr>
<td><strong>Appendix 12.3: Children &amp; Families’ Job Description</strong></td>
<td>Pg. 1-3</td>
</tr>
<tr>
<td><strong>Appendix 12.4: Children &amp; Families’ Person Specification</strong></td>
<td>Pg. 1-2</td>
</tr>
<tr>
<td>Induction</td>
<td>Para 13.1, Pg.1 - 2</td>
</tr>
<tr>
<td>Managing Performance</td>
<td>Para 13.2, Pg.2 - 4</td>
</tr>
<tr>
<td>Managing Performance – Conduct and Capability Issues/Using the</td>
<td>Para 13.3, Pg.4 - 5</td>
</tr>
<tr>
<td>Disciplinary Procedure</td>
<td>Para 13.4, Pg.5 – 6</td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Variations to Contract</td>
<td>Para 13.5, Pg.6 – 7</td>
</tr>
<tr>
<td>Termination of Contract</td>
<td>Para 13.6, Pg.7 - 9</td>
</tr>
<tr>
<td>Redundancy</td>
<td>Para 13.7, Pg.9 – 10</td>
</tr>
<tr>
<td>Giving References</td>
<td>Para 13.8, Pg.11</td>
</tr>
<tr>
<td>Maternity, Paternity, Parental, Adoption Leave and Pay</td>
<td>Para 13.9, Pg.12</td>
</tr>
<tr>
<td>Shared Parental Leave added</td>
<td>Pg.12</td>
</tr>
<tr>
<td>Requests for Flexible Working</td>
<td>Para 13.10, Pg.12 – 13</td>
</tr>
<tr>
<td>Lone Working</td>
<td>Appendix: Pg.1 – 2</td>
</tr>
<tr>
<td><strong>Appendix 13.1: Redundancy Policy (template)</strong></td>
<td>Appendix: Pg.1 – 1</td>
</tr>
<tr>
<td><strong>Appendix 13.2: Statutory Redundancy Payment</strong></td>
<td>Appendix: Pg.1 - 2</td>
</tr>
<tr>
<td><strong>Appendix 13.3: Guidance Risk Assessment for Lone Workers</strong></td>
<td>Appendix: Pg.1 - 1</td>
</tr>
<tr>
<td><strong>Appendix 13.4: Risk Assessment Form for Lone Workers</strong></td>
<td>Appendix: Pg.1 - 7</td>
</tr>
<tr>
<td><strong>Appendix 13.5: Maternity Leave Policy</strong></td>
<td>Appendix: Pg 1-2</td>
</tr>
<tr>
<td><strong>Appendix 13.6: Maternity Leave Form</strong></td>
<td>Appendix: Pg 1</td>
</tr>
<tr>
<td><strong>Appendix 13.7: Letter re Maternity Leave and Pay</strong></td>
<td>Appendix Pg 1</td>
</tr>
<tr>
<td><strong>Appendix 13.8: Antenatal Appointment Request Form</strong></td>
<td>Appendix Pg 1</td>
</tr>
<tr>
<td><strong>Appendix 13.9: New &amp; Expectant Mother’s Risk Assessment Form</strong></td>
<td>Appendix Pg 1-6</td>
</tr>
<tr>
<td><strong>Appendix 13.10: Keeping in Touch Days Monitoring &amp; Pay Form</strong></td>
<td>Appendix Pg 1</td>
</tr>
<tr>
<td><strong>Appendix 13.11: Maternity Flowchart</strong></td>
<td>Appendix Pg 1</td>
</tr>
<tr>
<td><strong>Appendix 13.12: Parental Leave</strong></td>
<td>Appendix Pg 1-2</td>
</tr>
<tr>
<td><strong>Appendix 13.13: Parental Leave Application Form</strong></td>
<td>Appendix Pg 1-4</td>
</tr>
<tr>
<td><strong>Appendix 13.14: Shared Parental Leave Policy</strong></td>
<td>Appendix Pg 1-13</td>
</tr>
<tr>
<td><strong>Appendix 13.15: Mother’s Intention to take SPL Form</strong></td>
<td>Appendix Pg 1-4</td>
</tr>
<tr>
<td><strong>Appendix 13.16: Period of SPL with start and end dates Form</strong></td>
<td>Appendix Pg 1-2</td>
</tr>
<tr>
<td><strong>Appendix 13.17: Mother’s Notice to end SPL Form</strong></td>
<td>Appendix Pg 1</td>
</tr>
<tr>
<td><strong>Appendix 13.18: Partner’s Intention to take SPL Form</strong></td>
<td>Appendix Pg 1-5</td>
</tr>
<tr>
<td><strong>Section 14: Other Employment Legislation</strong></td>
<td>S14: Pg. 1 - 13</td>
</tr>
<tr>
<td>The Equality Act 2010</td>
<td>Para 14.1, Pg.1 - 7</td>
</tr>
<tr>
<td>Agency Worker Regulations</td>
<td>Para 14.2, Pg.7</td>
</tr>
<tr>
<td>Asylum and Immigration Act 1996</td>
<td>Para 14.3, Pg.7</td>
</tr>
<tr>
<td>Civil Partnership Act</td>
<td>Para 14.4, Pg.8</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Data Protection Act</td>
<td>Para 14.5, Pg.8 – 10</td>
</tr>
<tr>
<td>Equal Pay Act</td>
<td>Para 14.6, Pg.10</td>
</tr>
<tr>
<td>Fixed Term Employees Regulation</td>
<td>Para 14.7, Pg.10</td>
</tr>
<tr>
<td>Rehabilitation of Offenders Act</td>
<td>Para 14.8, Pg.11</td>
</tr>
<tr>
<td>Working Time Regulations</td>
<td>Para 14.9, Pg.11 – 12</td>
</tr>
<tr>
<td>Information Sources</td>
<td>Para 14.10, Pg.12 – 13</td>
</tr>
<tr>
<td>Good Practice Guides and Briefing Papers</td>
<td>Para 14.11, Pg.13</td>
</tr>
<tr>
<td><strong>Index</strong></td>
<td>Index Pg. 1 – 3</td>
</tr>
</tbody>
</table>

Updated: 6 April 2017
The purpose of this Lay Employment Advisory Information Pack is to help churches, circuits and districts in the recruitment and selection of employees and in the early stages of employment. The pack also identifies some of the issues that can arise during the employment relationship and offers advice on these matters.

As Christian employers, churches, circuits and districts are expected to operate ethically as well as within the statutory framework. Employees deserve to be employed competently and constructively. The pack takes account of good employment practice as well as current employment law.

You will find within the pack repeated advice to liaise with your District Lay Employment Secretary:
- at the start of all recruitment exercises
- over any subsequent employment issues which arise
- about any potential termination of employment.

The address of your District Lay Employment Secretary is normally to be found in the Synod Directory for your District or from Development and Personnel at Methodist Church House. References to statutory regulations refer to mainland United Kingdom. Northern Ireland, the Isle of Man and the Channel Islands have different and/or additional legislative provisions which are not included in this document.

The pack is based on previous information published by Methodist Church House and has been prepared by the Development and Personnel Office at Methodist Church House with help from District Lay Employment Secretaries.

The pack is available for download from The Methodist Church website at www.methodist.org.uk.

A hard copy can be requested from the Development and Personnel Office, price £25 (inc VAT) per copy. The contents of the pack will be updated from time to time on the web. District Lay Employment Secretaries will be notified of any changes.

_Date Modified:_ November 2019
1. THE ROLE OF THE DISTRICT LAY EMPLOYMENT SECRETARY

This section provides information on:
- The role of the District Lay Employment Secretary
- Documents that the District Lay Employment Secretary needs from churches and circuits

Churches, circuits and districts can all be employing bodies in their own right. The representatives of each employing body are responsible for their actions and for any financial repercussions that arise out of employment relationships.

The employment framework is complex. New legislation and Employment Tribunal decisions are continually re-shaping our understanding of employment practices.

Within the Connexion, it is understood that representatives of churches, circuits and districts need a source of advice and guidance to ensure we promote good employment practice and reduce the risk of error. Each district has a Lay Employment Sub-Committee which is serviced by a volunteer Lay Employment Secretary. The role of the Lay Employment Secretary is to:

- Provide advice to circuit and church representatives
- Oversee employment arrangements within the district
- Check contractual documents prior to issue
- Receive information from Development and Personnel as issues arise

At any time the District Lay Employment Secretary should be aware of the employment arrangements for all employees within the district. The District Lay Employment Secretary should receive:

- Documents relating to proposed appointments
- A copy of the signed written Statement of Terms and Conditions
- Notification of any contractual changes which occur during employment
- Notification of the intention to terminate a contract
- Notification of the intention to invoke disciplinary procedures

The functions of the Lay Employment Sub-Committee are set out in CPD 438A (S). The contact details for your District Lay Employment Secretary can normally be found in the Synod Directory for your District or from the Development and Personnel Office at Methodist Church House.

Last Date Modified: November 2019
SECTION 2: EQUALITY, DIVERSITY & INCLUSION

2. EQUALITY, DIVERSITY & INCLUSION

This section provides information on:
- The Church perspective
- Equality, Diversity & Inclusion monitoring
- The law on discrimination

2.1 The Church Perspective

The Methodist Conference has made a clear statement about the Church’s commitment to equal opportunities.

An Equality, Diversity and Inclusion Policy for employing bodies within the Methodist Church is provided at the end of this section at Appendix 2.1.

All recruitment and selection exercises should take account of the Equality, Diversity & Inclusion Policy and ensure the Policy is not breached.

Links to the Equality, Diversity Policy and the Guidelines for the Employment of People with a Criminal Record are provided at Appendix 2.1 and Appendix 2.2.

It is good practice to send a copy of both documents to applicants.

2.2 Equality, Diversity and Inclusion Monitoring

It is good practice for employers to monitor job applications to ensure their appointment practices are consistent with equal opportunity standards. The Pack offers an Equality, Diversity and Inclusion monitoring form (Appendix 5.10), which should be sent out with the application form.

This information should not be disclosed to the interview panel but should be used purely for monitoring purposes.

There can be several purposes for monitoring. All relate to analysing patterns and understanding how effective an employer’s practices are. Questions an employer may wish to ask are:

- Does our employee profile reflect the ethnic profile of the area?
- Are we biased towards a certain age group and possibly ignoring the abilities of other age groups?
- Is there any evidence to suggest we are unwilling to consider applications from people with disabilities?

Monitoring may be difficult for employers of a small workforce but the questions are still worth asking.
2.3 The Law on Discrimination

Employment legislation sets statutory obligations on employers in respect of discrimination. These are:

**The Equality Act 2010**


The protected characteristics are:

- Age
- Disability
- Gender Reassignment
- Marriage and Civil Partnership
- Pregnancy and Maternity
- Race
- Religion or Belief
- Sex
- Sexual Orientation

**Employment rights of part-time workers**

Part-time workers have the same statutory employment rights as any other employee. An employee does not have to work a minimum number of hours to qualify for employment rights. Part-time workers have the right to:

- receive the same rights of pay as full-time employees
- not be excluded from training simply because they work part-time
- receive holiday entitlement pro rata to comparable full-time workers
- have any career break schemes, contractual and parental leave made available to them in the same way as for full-time workers
- not be treated less favorably when workers are selected for redundancy


**Protection against less favourable treatment - Fixed Term Employees**

Employers must not treat fixed-term employees less favorably than permanent employees doing the same, or largely the same, job unless there is good reason to do so.

Fixed-term employees have the right to:

- the same pay and conditions
- the same or equivalent benefits package
SECTION 2: EQUALITY, DIVERSITY & INCLUSION

- where provided to permanent employees, access to an occupational (company) pension scheme (except perhaps where the fixed-term contract is for less than two years)
- be informed about permanent employment opportunities in the organisation
- protection against redundancy or dismissal because they are fixed-term

Awards of compensation can be made against employing bodies who are found by an Employment Tribunal to have discriminated on any of these grounds. In most cases of discrimination there is no limit on the level of the fine.

*The Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002*

Review and revise all fixed term contracts and ensure new fixed term contracts are compliant with legislation.

Additional information on this legislation can be accessed via:

https://www.gov.uk/guidance/equality-act-2010-guidance


http://www.equalityhumanrights.com

*Last Date Modified: November 2019*
APPENDIX 2: EQUALITY, DIVERSITY & INCLUSION POLICY

Equality, Diversity & Inclusion Policy for Districts/Circuits/Churches

INTRODUCTION

The District/Circuit/Church is fully committed to the promotion of equality of opportunity, valuing and embracing diversity and ensuring a holistic and inclusive approach in all fields of its activity. The District/Circuit/Church adheres to The Equality Act 2010 which recognises the following specific protected characteristics: gender, gender reassignment, race, disability, age, religion or belief, sexual orientation, marriage & civil partnership and pregnancy & maternity.

Equality, diversity and inclusion is central to the mission of the Methodist Church.

SCOPE

In accordance with the District/Circuit/Church’s commitment to issues relating to equality, diversity and inclusion all its lay employees and ministers, as well as volunteers, consultants, suppliers, contractors and agency workers, have a duty to act in accordance with this Policy, creating an environment free from discrimination.

AIM

The aim of this policy is to provide a framework of equality, diversity and inclusion in the District’s/Circuit’s/Church’s values:

- To ensure equality, diversity and inclusion are fully reflected in its employment practices and procedures.

- To ensure that it is compliant with the statutory employment duties under the Equality Act 2010.

- To ensure employment policies and procedures are monitored and reviewed so that they do not operate against its Equality, Diversity and Inclusion Policy.

- To ensure it attracts and retains a diverse workforce through appropriate recruitment and selection methods except in a matter of:

  1. Occupational Requirement - in the light of the Methodist Church’s Christian purpose and ethos it reserves the right to exercise legal exemptions under the Equality Act 2010 where it is declared that a Christian faith is integral to the work and requires membership of the Methodist Church or another recognised church;

  2. Offending background - in any case where the criminal record history relates to the requirements of the post.

The Methodist Church | Appendix 2 | Equality, Inclusion and Diversity Policy | April 2020
DEFINITIONS

1. Discrimination:

(a) 'Direct Discrimination' is where a person is treated less favourably than another not on the merits of the case but on grounds of a protected characteristic.

(b) ‘Discrimination by association’ occurs where a person is directly discriminated against by association with another individual who has a protected characteristic.

(c) ‘Discrimination by perception’ is where a person is directly discriminated against based on a perception that the person has a particular protected characteristic even if the person does not actually possess that protected characteristic.

(d) 'Indirect Discrimination' occurs when a provision, practice or a criterion that applies to everyone but particularly disadvantages people who share a protected characteristic. Although equally applicable to all possible applicants, this may nevertheless be discriminatory because:

(i) The number of persons of the same personal status who can comply with the requirement is considerably smaller than the number who cannot; and

(ii) The requirement cannot be shown to be justifiable.

2. ‘Harassment’ is unwanted conduct related to a protected characteristic which has the effect of violating an individual’s dignity. There are three types:

(a) Harassment related to a protected characteristic

(b) Sexual harassment

(c) Less favourable treatment of a worker because they submit to or reject sexual harassment or harassment related to sex or gender reassignment

3. ‘Victimisation’ occurs when an individual is treated badly or has suffered a detriment because they have made or supported a complaint or raised a grievance.

ROLES AND RESPONSIBILITIES

All employees and ministers are responsible for promoting equality, diversity and inclusion and conducting themselves in accordance with this policy. Particular responsibility lies with the Line Manager and senior officers within the employing body.
The Chair of District/Circuit Superintendent/senior officers within the employing body will:

- Ensure that its commitment is communicated to all employees and ministers fairly and responsibly including potential employees and ministers, users of its services, and all those working for, or on behalf of, or providing a service to the District/Circuit/Church including consultants, volunteers, interns, agency workers and those on work experience placements.

- Lead by example, encouraging equality, diversity and inclusion internally and externally.

- Be responsible for creating a climate where the differences that individuals bring are valued.

- Embed equality, diversity and inclusion in decision making processes.

Line Managers / Supervisors will:

- Foster good relations between all employees and ministers, service users/providers.

- Ensure that their direct reports attend equality, diversity and inclusion workshops periodically.

- Be responsible for the selection, management and promotion of employees and ministers and be given information and / or training to enable them to minimise the risk of discrimination.

All employees and ministers will:

- Ensure that equality, diversity and inclusion is taken into account in undertaking their work to serve the District/Circuit/Church.

- Be aware of their responsibilities and report inappropriate behaviour/s and raise any incident/s that breach this policy and procedure with their line manager.

- Familiarise themselves with this policy and procedure, ensuring that their practices are consistent with its contents.

- Undertake equality, diversity & inclusion training.

RECRUITMENT AND SELECTION

The principles of equality, diversity and inclusion are embedded within the District’s/Circuit’s /Church’s recruitment and selection procedures.
**BREACHES OF THIS POLICY**

If any employee or minister believes that he/she has been subject to discrimination under this Policy, then he/she is encouraged to raise the matter with his/her line manager or supervisor or Chair/ Superintendent/Minister.

Allegations regarding potential breaches of this Policy will be treated in the strictest confidence and investigated in accordance with the Grievance procedure. Employees or ministers who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations which are found to have been made in bad faith will, however, be dealt with under the Disciplinary procedure.

Any employee who is found to have committed an act of discrimination will be subject to disciplinary action. Such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. The District/Circuit/Church takes a strict approach to serious breaches of this policy.

**For ministers serving within the District/Circuit/Church**

The Complaints and Discipline process as set out in Part 11 of Standing Orders applies to all ministers.

Date last modified: November 2019
GUIDELINES FOR APPOINTMENTS THAT REQUIRE SATISFACTORY ENHANCED DISCLOSURE

Background

The Rehabilitation of Offenders Act 1974 states that certain offences may be considered as ‘spent’ after set periods of time and may be disregarded. Ex-offenders are not required to disclose their spent convictions. This makes it illegal for an employer to discriminate against an ex-offender on the grounds of a ‘spent’ conviction.

Some posts within the Methodist Church, including those with or significant regular contact with children, young people and other vulnerable people, are exempted from the provisions of the Act. In England, Wales and Northern Ireland, applicants for such posts will be advised that they will be required to obtain a Disclosure from the Disclosure and Barring Service (which has replaced the Criminal Records Bureau) before the appointment is confirmed and any advertisement for the post should so specify. The Disclosure will include details of cautions, reprimands or final warnings, as well as convictions and other relevant information. In Scotland, from 28 February 2011, anyone who applies to work with children or protected adults must become a member of the PVG scheme.

The Constitutional Practice and Discipline of the Methodist Church (CPD), Standing Order 010 provides further detailed information on ‘Qualification for Appointment’ along with Book VI Part 1.

Principles

- Having a criminal record, in itself, does not necessarily prevent a person from being appointed to any post. Each person will be treated according to their merits and to any special criteria for the post (for example people with convictions or cautions for particular offences may not undertake work caring for children and vulnerable adults).

- The relevant information should be gathered using appropriate questions in the application form.

- The Methodist Church has a duty of care to the people with whom it works. Where it is judged, therefore, that a recent or serious offence might mean that an individual presents a risk to children or vulnerable adults, or could cause damage to the reputation of the Methodist Church, then that individual will not be appointed.
APPENDIX 2.2: POLICY AND GUIDELINES FOR APPOINTMENTS REQUIRING SATISFACTORY ENHANCED DISCLOSURES

- Discrimination either in favour of or against those persons currently in employment who have disclosed their criminal record is not permissible (unless the offence prohibits them under SO 010 (2)).

- Information relating to disclosure of criminal records will be treated as confidential and restricted to those who are entitled to see it as part of their duties, (generally the minister in pastoral charge of the church concerned and the Connexional safeguarding team).

- Training programmes for staff who are responsible for recruitment will include information on how to manage the recruitment and selection of people with a criminal record.

Procedure

During the preparation of recruitment material consideration should be given to whether Disclosure is relevant. Reference should be made to the Church’s Policy on Recruiting Safely. If relevant, the advertisement and the person specification will state that the appointment is subject to satisfactory Disclosure at the correct level, from the Disclosure and Barring Service (in case of England, Wales and Northern Ireland) or Disclosure Scotland (in Scotland)

- In such cases offers of appointment should be subject to a satisfactory Disclosure from the Disclosure and Barring Service or Disclosure Scotland in Scotland.

- If either the applicant or the Disclosure reveals a serious criminal record or other relevant information other than a conviction or caution that automatically prohibits the individual from taking up employment under SO 010(2), then consideration should be given to whether the appointment can proceed. Advice may be sought from the Connexional Safeguarding Team at Methodist Church House.

- A decision to reject an applicant because of, or partly because of, a criminal record should relate to criteria set in the person specification which is seen to be unmet, or to specific offences which debar someone from appointment (see below).

- Generally, an applicant who is rejected will be advised of the reasons.

- An applicant who is rejected on safeguarding grounds will have a right of appeal to the Connexional Safeguarding Committee.

- Where a person is employed within the Methodist Church and subsequently it becomes evident that the individual failed to disclose relevant information the matter should be treated as a disciplinary issue and could result in dismissal. Consideration should be given to immediate suspension from duty. Where an applicant has answered questions relating to a criminal record dishonestly, he/she may have committed a criminal offence.

- It is the responsibility of the recruiting body to ensure that the guidance above is followed.

Last Date Modified: November 2019
PLEASE NOTE:

Prior to starting any recruitment exercise you will need to read the **Safer Recruitment Policy for the Methodist Church in Britain** and follow the **10 Step Procedures for All Recruitment** as outlined in the Policy on DBS Checks.

The electronic copies of these policies can be downloaded from [www.methodist.org.uk/safeguarding](http://www.methodist.org.uk/safeguarding)

Stages in the recruitment process:
# Exit Interview Pro forma

## Personal Details

<table>
<thead>
<tr>
<th>NAME:</th>
<th>JOB TITLE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISTRICT/CIRCUIT/CHURCH:</th>
<th>LOCATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LINE MANAGER:</th>
<th>SALARY:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>START DATE:</th>
<th>TERMINATION DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>START DATE IN CURRENT JOB:</th>
<th>EXIT INTERVIEWER:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| DATE OF EXIT INTERVIEW: | |
|-------------------------| |
|                         | |

## Employee’s job history within the District/Circuit/Church

<table>
<thead>
<tr>
<th>Dates</th>
<th>Job Title</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Methodist Church | Appendix | Exit Interview Pro forma  Page 1 of 8
## Job Description and Duties

1. **What did you like most about your current job and why?**

2. **What did you like least about your job and why?**

3. **Do you feel that the job description given to you when you took the job on accurately describes the role?**

4. **Where your duties clearly described to you when you took on the role?**

5. **Have your duties changes since you took on the role?**
   If so, how?

6. **Does your current job description accurately describe the job?**

7. **Do you have any suggestions as to how the job could be improved?**
   Have you raised them with you line manager in the past?

8. **Did you feel valued in your role?**

9. **Did you feel that you had an acceptable workload or were you under – or overworked?**

10. **How valuable did you find your appraisal?**
## Working Conditions

11. How would you describe the physical working conditions in your office?

12. Do you have any suggestions as to how the office working conditions could be improved?

## Relationship with line manager and colleagues

13. How would you describe morale in your team?

14. How would you describe morale in the District/Circuit/Church?

15. How would you describe your working relationship with your colleagues?

16. How would you describe your working relationship with your line manager?

17. Did your line manager:  
   - Show fair and unbiased treatment?  
   - Explain your job properly?  
   - Give adequate help where required?  
   - Listen to suggestions/criticisms?  
   - Provide constructive feedback on your performance?  
   - Give praise where due?  
   - Keep you informed about your progress?  
   - Deal promptly with problems?

<table>
<thead>
<tr>
<th>Always</th>
<th>Often</th>
<th>Seldom</th>
<th>Never</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Know and follow company procedures?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Terms and conditions of employment

<table>
<thead>
<tr>
<th>18. How would you rate the following pay and benefits provided by the Methodist Church:</th>
<th>Very Good</th>
<th>Good</th>
<th>Average</th>
<th>Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holiday Entitlement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sick Pay</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pension</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appraisal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support for training and development</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any other comments?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### District/Circuit/Church communication

| 19. How did you feel about the level of communication within your District/Circuit/Church? |   |
| 20. How did you feel about the level of inter District/Circuit/Church communication? |   |
| 21. Do you feel that you were kept well informed about what was happening in the District/Circuit/Church as a whole? |   |
| 22. Do you have any suggestions as to how communication at the different levels could be improved? |   |
### Training and Development

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>23. Do you feel that you were given an effective introduction?</td>
<td></td>
</tr>
<tr>
<td>24. Do you feel that you received adequate training/coaching to perform your role?</td>
<td></td>
</tr>
<tr>
<td>25. What is your opinion of career development opportunities with the District/Circuit/Church?</td>
<td></td>
</tr>
<tr>
<td>26. Do you feel that the right training was available to you to develop your career with the District/Circuit/Church</td>
<td></td>
</tr>
</tbody>
</table>

### Work-Life Balance

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>27. How do you feel about your work-life balance while working for the District/Circuit/Church</td>
<td></td>
</tr>
<tr>
<td>28. While working for the District/Circuit/Church did you make any request for flexible working hours? If so what was the outcome?</td>
<td></td>
</tr>
<tr>
<td>29. Do you have any suggestions as to how work-life balance within the District/Circuit/Church could be improved?</td>
<td></td>
</tr>
<tr>
<td>30. How would you rate the following benefits provided by the District/Circuit/Church?</td>
<td>Very Good</td>
</tr>
<tr>
<td>Maternity pay and leave</td>
<td></td>
</tr>
<tr>
<td>Paternity pay and leave</td>
<td></td>
</tr>
<tr>
<td>Adoption pay and leave</td>
<td></td>
</tr>
</tbody>
</table>
### Other District/Circuit/Church facilities/services

<table>
<thead>
<tr>
<th>31. How would you rate the following aspects of working in the District/Circuit/Church?</th>
<th>Very Good</th>
<th>Good</th>
<th>Average</th>
<th>Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Aid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### District/Circuit/Church reputation

<table>
<thead>
<tr>
<th>32. Do you think the Methodist Church has a good reputation as an employer?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>33. Would you recommend the Methodist Church as an employer to others?</td>
<td></td>
</tr>
</tbody>
</table>

### Reason for leaving

<table>
<thead>
<tr>
<th>34. Why have you decided to leave?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>35. What attracted you to your new job?</td>
<td></td>
</tr>
</tbody>
</table>

Any other comments?

### Interviewer’s comments and agreed future action

Interviewer’s Signature: ............................................................... Date: ........................................
1. RECRUITMENT STAGE 1 - APPROVING THE POST

This section provides information on:
- Appointment panel
- Documents to be prepared
- Liaison with the District Lay Employment Sub-Committee

The church, circuit or district should appoint a Committee/ Appointment Panel to take the process forward.

The following documents should be prepared and sent to the District Lay Employment Secretary:
- Background information relating to the post
- Brief details of the person who will manage the employee together with an outline of the management responsibilities
- The job description with basic terms and conditions of employment
- The person specification
- The Income and Expenditure estimates for the funding of the appointment
- The advertisement
- The draft employment letter
- The Statement of the Terms and Conditions of Employment
- The Residency Arrangement (if relevant)
- The proposed acknowledgement letter, which should include the timetable for the processing of the appointment.

The District Lay Employment Sub-Committee, or its Secretary, will review the documents and either make suggestions or confirm approval of the documents to the employing body.

The Committee or Appointment Panel will then appoint an interviewing panel to advertise the post, short-list, interview and, if given the authority, appoint to the post.

It will be helpful for the dates to be determined at this point in order that this information can be given to candidates and to the Chair of the District or their representative as may be required under CPD Standing Order 574.

The practice of setting the timetable in advance also avoids undue delays in the process. If any changes are made to the documents after the approval by the District Lay Employment Sub-Committee, you should confirm the changes with the Sub-Committee before the final documents are sent to the prospective applicants.

Occasionally a post becomes vacant again within a short period after the documentation is confirmed by the District Lay Employment Sub-Committee; it then becomes necessary to re-advertise the vacancy and make a further appointment. In these circumstances, if the documentation has not been changed in any way, the Sub-Committee may be prepared to authorise the re-appointment without a further exchange of documentation.
SECTION 4: RECRUITMENT STAGE 1 – APPROVING THE POST

All proposed extensions and variations to existing contracts should be referred to the Sub-Committee.

*It may assist the manager planning the recruitment process and the District Lay Employment Sub-Committee if the pro forma included at Appendix 4.1 is used.*

1 574 Chair’s Rights. When an appointment is to be made under Standing Order 570, the Chair of the District shall be notified of the meeting of the selection committee, interview panel or other body responsible for selection, and shall have the right, personally or by a representative, to attend as a member.

__________________________

**Last Date Modified:** November 4, 2019
## Appointment Pro Forma

**CHURCH:**

**CIRCUIT:**

**DISTRICT:**

**THE EMPLOYING BODY WILL BE:**

**CORRESPONDENT’S NAME:**

**ADDRESS:**

**TELEPHONE NUMBER:**

On behalf of the above employing body I am requesting approval for the setting up of an appointment of a:

..........................................................................................................................................................

**We hope to have the worker in post by:**

<table>
<thead>
<tr>
<th>I am enclosing one copy of each of the following documents:</th>
<th>Sender named above please tick</th>
<th>I have ticked below the documents I am returning</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Background Information to the post</td>
<td>🅿️</td>
<td>🅿️</td>
</tr>
<tr>
<td>The brief details of the person who will manage the employee together with an outline of the management responsibilities</td>
<td>🅿️</td>
<td>🅿️</td>
</tr>
<tr>
<td>The Job Description including basic terms of employment</td>
<td>🅿️</td>
<td>🅿️</td>
</tr>
<tr>
<td>The Person Specification</td>
<td>🅿️</td>
<td>🅿️</td>
</tr>
<tr>
<td>The Income and Expenditure Estimates for the funding of the appointment</td>
<td>🅿️</td>
<td>🅿️</td>
</tr>
<tr>
<td>The Advertisement</td>
<td>🅿️</td>
<td>🅿️</td>
</tr>
<tr>
<td>The draft Appointment Letter</td>
<td>🅿️</td>
<td>🅿️</td>
</tr>
<tr>
<td>The Statement of Terms and Conditions of Employment</td>
<td>🅿️</td>
<td>🅿️</td>
</tr>
<tr>
<td>The Residency Agreement (if applicable)</td>
<td>🅿️</td>
<td>🅿️</td>
</tr>
<tr>
<td>The proposed Acknowledgement Letter, which will include the timetable for processing the appointment.</td>
<td>🅿️</td>
<td>🅿️</td>
</tr>
</tbody>
</table>

**Signed:**

**Date:**

**Office:**

On behalf of the District Lay Employment Sub-Committee, I confirm that the documents, as submitted, conform to the required District and Connexional standards. The procedure may go ahead on the basis of these documents, and any comments that may be made in an accompanying note.

**Signed:**

**Date:**

**Office:**
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
• Letter responding to an Application Pack request

5.1 The Job Description

It is a legal requirement (Employment Rights Act 1996) to provide the job title and a brief description of the work as well as other employment particulars within two months of the start of employment.

The recruitment process should begin with the formulation of a clearly written job description that describes accurately the duties and responsibilities of the post holder.

*It is good practice to provide a job description to prospective employees at the advertising stage.*

A job description should neither overstate nor understate the inherent responsibilities and requirements of the post. The key purpose of preparing a job description in the context of recruitment is to facilitate clear thinking about the tasks which need to be performed. The job description will also provide a useful basis for discussing the job content with applicants who are being interviewed.

**Job Descriptions would be used at various stages of the employment relationship:**

→ During *recruitment* it provides essential information to potential recruits (and the recruiting manager) so that they can determine the right kind of person to do the job;

→ *Induction*, it clearly outlines what is expected of the individual and the support required;

→ *Probation* - to set targets and evaluate the performance of new appointees;

→ *Training and Development* - to act as the reference point for training needs analysis;

→ *Appraisal* - to identify strengths and weaknesses in performance and to refocus efforts. It is normal to start an appraisal interview by reviewing the contents of a Job Description with the post holder;

→ *Job Evaluation* – to provide an objective description of the duties and responsibilities of the post.

The key to creating a well written job description is to make it detailed enough to describe the most important aspects of the job, but still be manageable and understandable.
SECTION 5: RECRUITMENT STAGE 2 – PREPARING THE DOCUMENTS

The purpose of providing information 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:

- **Job Title**
- **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)
- **List of main task and responsibilities** (description of the main activities to be undertaken and what the job holder is expected to achieve)
- **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), probationary period, hours of work, holiday entitlement, pension scheme, sick pay).

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

- Will have undertaken specific types of training,
- Will be expected to have gained specific working experience,

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

*Where the job is home-based, it is the line manager’s responsibility to ensure that the appropriate Health and Safety checks are carried out. 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:

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.*
5.2 The Person Specification

A person specification is profile of the knowledge, skills, education and training, personal qualities and proven abilities you will look for during the recruitment and selection process. The criteria you decide on should relate directly to the duties detailed in the job description, and contain the minimum requirements necessary to do the job effectively.

A person specification has a number of uses:
It informs potential applicants about the level and complexity of the job and helps them to decide whether to apply for the job.

- It establishes the essential criteria against which all candidates will be judged objectively
- It sets desirable criteria which can be used to establish the most suitable candidates
- You are advised to take care over the content of the person specification as discrimination claims often relate to the wording of this section of the job description.

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.

There are two examples provided at Appendix 5.3 and Appendix 5.4 as a guide. A blank person specification template is available at Appendix 5.5.

When filling in the boxes you should consider carefully whether the 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 the ability to operate a specific type of heating system within the role would be helpful but is not an essential requirement for the role, an entry should be made under ‘Proven Ability’ in the ‘Desirable’ column.

The person specification should be written objectively and should focus on the type and level of experience and ability, types of skills/competencies 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.

Essential – those criteria that are critical for the performance of the job and every candidate invited to interview should be able to demonstrate.

Desirable – those criteria that will enhance the candidate’s capacity to perform the duties within the job or indicate potential for candidate development.
Categories of criteria

<table>
<thead>
<tr>
<th>1. Education/Qualifications/Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Be careful not to narrow down your choice of applicants by being too demanding here: is there an equivalent or similar qualification that is also sufficient. Are you quite sure that a qualification is needed? Could the applicant prove that they are suitable by demonstrating a particular skill or proven ability instead?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Skills and abilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Be as precise as possible and try to identify the level required. For example, &quot;Communication Skills&quot; is imprecise. What do you mean by this? Do you actually mean a range of things such as &quot;the ability to communicate clearly in writing&quot;, &quot;skills in preparing and delivering presentations to groups or people&quot;, and &quot;the ability to write senior level management reports&quot;?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Proven Ability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specify the type and level of ability. Stipulating a length of time that someone must have worked in a particular job previously may feel necessary but may be contravening employment law. Often it is the ability to undertake particular tasks, projects, or activities that is important. Be careful not to exclude people by stipulating precise periods of past experience; focus on what it is you need them to have done previously.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Knowledge</th>
</tr>
</thead>
<tbody>
<tr>
<td>There might well be particular legislation, good practice, or guidance that you need applicants to know about. It might be reasonable to say that it is essential, but think about whether it would be acceptable for the person to pick up the knowledge required within a short time of starting work.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Other requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>This is where you put other job-based requirements which might be things like: driving licence (if the job requires the person to drive); or flexibility in relation to working hours (bearing in mind that we try to accommodate people's different needs in relation to working hours). A well thought out person specification will ensure that you have the largest possible field of appropriate applicants to select from, and that your decisions will be made as fairly as possible.</td>
</tr>
</tbody>
</table>

When writing the person specification

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

- Able to communicate clearly (both in writing and verbally)
- Able to maintain accurate written/computer records
- Able to keep accurate records of petty cash transactions up to £100
- Has a flexible approach to working pattern
- Has a good knowledge of Microsoft Office software
- Able to travel within all areas within the circuit
**SECTION 5: RECRUITMENT STAGE 2 – PREPARING THE DOCUMENTS**

**DO** assess whether the post meets the criteria for a Disclosure and Barring Service (DBS) or Central Registered Body in Scotland (CRBS) Disclosure. If it does, ensure that ‘A satisfactory Disclosure from the DBS/CRBS is an essential requirement. For further information see the paragraph on Disclosure in Section 8, 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 may be challenged on the grounds of being discriminatory, for example;

- 5 GCSEs
- GCSEs in English and Maths
- *5 years’ experience workings as an Administrator
- Use of a car and driving licence
- In good health
- Energetic

*Requiring a minimum period of experience (e.g. five years) may 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. The Person Specification should instead indicate what the applicant needs to have **proven ability** of (…), so instead of having 5 years experience of working as an Administrator, the person specification should break down what abilities they will need to demonstrate that will be part of the role, what specific abilities would you expect the candidate to have to perform satisfactorily in the role, for example, ‘**Implement and operate a system to maintain stationery supplies**’ or ‘**Proven ability of updating invoice records**’.

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 should be given before specifying a **religious affiliation**. It is illegal to discriminate on the grounds of religion or belief unless there is an 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. This information needs to be stated clearly in the advert and also tasks relating to the occupational requirement should be reflected in the body of the job description.
SECTION 5: RECRUITMENT STAGE 2 – PREPARING THE DOCUMENTS

Circumstances in which criteria and conditions can be discriminatory

People with a Disability - An employer must make reasonable adjustments in the recruitment and employment of disabled people. This can include adjustments to recruitment and selection procedures, working arrangements and physical changes to premises or equipment.

Safeguarding Children and Vulnerable Adults - This guidance sets out the safeguarding responsibilities of the church and complies with the Methodist Safeguarding Handbook guidance on safer recruitment and selection in education settings. It is a legal requirement for all circuits and districts to ensure that all employees - who will have prolonged dealings with vulnerable adults or children e.g. Carers, Youth Workers, Care Takers - obtain the required certificate of disclosure from the Disclosure and Barring Service (DBS).

Preventing Illegal Working – Only applicants who already have the right to work in the UK can be appointed.

If, at this early stage of the recruitment process, inappropriate or unnecessary criteria or conditions are attached to the job or to the person being sought, this could in certain circumstances constitute indirect discrimination on grounds of sex, race, sexual orientation, religion or belief, disability age or gender reassignment.

The provisions governing indirect discrimination are contained within the Equality Act 2010. It is unlawful to stipulate that candidates for employment must be in a particular age group or must not be over a certain age, unless the age restriction can be objectively justified as a proportionate means of achieving a legitimate aim.

Managers responsible for defining the various elements of the job description and person specification should thus take care to ensure that the requirements specified for candidates' qualifications, experience, skills, etc are sensibly matched to the needs of the job. Where a particular criterion or condition could potentially have a disproportionate adverse impact on a particular group, for example a racial group, it is particularly important to scrutinise it carefully to establish whether it is genuinely necessary and proportionate in relation to the effective performance of the job, and not just based on an individual manager's personal opinion or attitude.

A requirement for job applicants to have a defined minimum number of years' experience would indirectly discriminate against younger candidates because younger people will be less likely than older people to have the requisite length of service. Unless necessary for the effective performance of the job, a requirement of this nature would be unlawful.

Similarly, insisting that the successful applicant has a degree would be indirectly discriminatory against older people because they are statistically less likely than younger people to have been to university. Far more people go to university nowadays than was the case, say, 20 years ago.

A requirement for the job-holder to work overtime, be available to work at weekends or work shifts - as well as being potentially indirectly discriminatory on grounds of sex, could be age discriminatory. This is because such a requirement would indirectly discriminate against those with young children who, on the whole, tend to be younger candidates. Unless the requirement was necessary for the effective performance of the job, it would be unlawful.
5.3 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 work, detail is not required, but nevertheless, sources of funding should be indicated. Such information would normally be listed on the offer letter and the contract of employment.

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

- **Salary**
- **Employer’s contributions for National Insurance (13.8% above the prevailing threshold) and Pension Scheme (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 HM Revenue & Customs local office to establish if regarded as taxable benefits.

- **Housing Allowance:** This is generally 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.


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

Posts should be advertised bearing in mind 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, social media network such as face book, twitter and MySpace. The choice of medium should be appropriate for the type of post. The cost of advertising should be considered and provision made.

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 Church/Circuit/District
- Be honest and truthful; provide a clear and accurate picture of the Church/Circuit/District’s activities, the job duties and level of seniority, and the type of candidate the Church/Circuit/District 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.
- Include the length of the contract, if the post is for a fixed term
- The advert should be pitched at the right level to appeal to suitable candidates.
- Include the salary and fringe benefits; research shows that advertisements without a salary level indicated attract a lower level of responses.
- Make it clear how applicants should respond, for example asking the applicant to write or telephone for an application form and further information, or to send a CV.
- Advertisements must not indicate a preference for either gender (unless an Occupational Requirement has been identified); for further information contact your Lay Employment Secretary in the first instance, 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.
- The closing date for applications should be stated.
- It is recommended that the interview date be planned ahead and included in the advert.

The purpose of any advertisement is two-fold:

- To attract a sufficient number of candidates, who may possess the necessary skills, experience and qualifications to do the job effectively
- To 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
**SECTION 5: RECRUITMENT STAGE 2 – PREPARING THE DOCUMENTS**

- **A requirement for a candidate to be Christian must be an Occupational Requirement** -
  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.

**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, age, religion or belief, sex or sexual orientation or for another discriminatory reason.

**5.5 Application Form**

An example of the application form is provided at Appendix 5.8 and Appendix 5.9. This form invites applicants 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.

**5.6 Letter responding to a request for an application pack**

This letter is intended to be a brief letter thanking people for their enquiry, enclosing all relevant information about the post, the closing date for applications, the date for the interview and the details of where completed applications should be sent. See Appendix 5.11 for a model letter.

**5.7 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.
SECTION 5: RECRUITMENT STAGE 2 – PREPARING THE DOCUMENTS

It is important also to stipulate any conditions attached to the offer such as satisfactory references, right to work in the UK, a satisfactory DBS 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 start date 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 8 – Making an Offer of Employment.

5.8 Statement of Terms and Conditions of Employment

Section 1 of the Employment Rights Act 1996 requires employers to provide employees with a written statement of certain terms and conditions of their employment within two months of the beginning of their employment.

The required information must be provided to the employee within two months of starting work. If there is a change in any of the information, the employee must be notified in writing of the change at the earliest opportunity and, in any event, not later than one month after the change. The written statement can be issued along with the offer of employment to reduce the likelihood of any misunderstandings arising later over what terms and conditions were offered.

It makes sense for the employer to obtain written evidence of the employee’s agreement to the terms and conditions. This evidence could be in the form of a copy of the contract or letter signed by the employee. Obtaining written evidence of the employee’s agreement is likely to help the employer if there is a subsequent dispute about the employee’s terms and conditions.

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
SECTION 5: RECRUITMENT STAGE 2 – PREPARING THE DOCUMENTS

- 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 on the advert, in the job description, or the supplementary information, and again in the letter of appointment that the continuity of the post is dependent 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 2 years service for those appointed after 6 April 2012)
- 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 Terms and Conditions of employment

Setting a Lay Employee Salary

A minimum basic salary for Lay Employees based on the Living Wage is set annually by the Connexional Allowances Committee.

See Appendix 10.1 for further guidance.

The latest rates agreed at the November 2018 Connexional Allowances Committee (based on the Living Wage Foundation and Church Action on Poverty figures) are detailed below and should be implemented from 01 April 2020- 31 March 2021

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly rates of £9.30 per hour in all regions and £10.75 per hour in London</td>
<td></td>
</tr>
</tbody>
</table>

Note: The Conference/CAC has recommended the Living Wage rates above.

Other posts should have salary set locally taking account of the following factors (as long as this is above the Living Wage):

- **Local Market Rates**
  - Information will be found in the recruitment pages of the local press and at the Job Centre.

- **Specialist Market Rates national press.**
  - 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.
**SECTION 5: RECRUITMENT STAGE 2 – PREPARING THE DOCUMENTS**

**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:

<table>
<thead>
<tr>
<th>Working Pattern (From 1 April 2009)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time (5 day week)</td>
<td>5.6 weeks (28 days)</td>
</tr>
<tr>
<td>Part-time (4 day week)</td>
<td>5.6 weeks (22.4 days)</td>
</tr>
<tr>
<td>Part-time (3 day week)</td>
<td>5.6 weeks (16.8 days)</td>
</tr>
<tr>
<td>6 day week</td>
<td>5.6 weeks (28 days - the maximum statutory entitlement)</td>
</tr>
<tr>
<td>Compressed hours</td>
<td>36 hours x 5.6 weeks = 201.6 hours per year</td>
</tr>
<tr>
<td>E.g. 36 hours in 4 days</td>
<td></td>
</tr>
<tr>
<td>Annualised hours</td>
<td>33.5 hours x 5.6 weeks = 187.6 hours per year</td>
</tr>
<tr>
<td>e.g. 1,600 hours at an average of 33.5 hours a week</td>
<td></td>
</tr>
<tr>
<td>Bank holidays</td>
<td>Can be included in the 5.6 weeks leave - check your contract</td>
</tr>
</tbody>
</table>

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 eight (8) paid public holidays.
Example 1: The part time employee works 5 x half days, Monday to Friday. The employee should have eight (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 8 – Making an Offer of Employment.

5.9 Residency Arrangements

Refer to Section 11 for information

Last Date Modified: November 2019
Example Job Description 1

The Methodist Church

JOB DESCRIPTION

Job Title: [Job Title]
Lay Employee in the ______________________ Circuit
Location: Responsible to: The Lay Employee will be employed by the ______________________ Circuit and will be under the supervision of the Minister in pastoral charge of ______________________ Church.

Responsible for: [List the Job titles of those who report to the post holder]
Purpose and Objectives: [Purpose and objective of the post]

Main Responsibilities

- Working in partnership with the minister and church community, set up and develop initiatives which offer ”belonging” to young singles, couples and families.
- Live and work as neighbours to the emerging local housing in the town centre, being part of a visible Christian presence in the heart of the town.
- Support the overall vision of an open and inclusive Christian centre.
- Contribute, as part of a team, to making the church premises open and accessible 7 days a week.
- Set up and lead a regular house group aimed at providing Christian fellowship for 20-40 year olds.
- Support the leadership of one of the uniformed organisations or toddlers group which are active in the church.
- Attend quarterly Church Council meetings and weekly meetings of the church staff.
  (Other meetings only to be attended when specially requested).
- Keep adequate records of contacts and of work undertaken.
- Appraise and review initiatives set up and activities undertaken, and change where necessary the action and focus of work after discussion with, and agreement, from the management group.
- Any other duties and responsibilities, identified by the minister as are within your capabilities and level of responsibility, in order to meet the needs of the church.

Terms and conditions

- Terms of appointment: Permanent / Fixed Term until [insert end date]
- The salary will be £_________ per annum/per hour.
- Provision of accommodation (Please refer to Section 11 of Lay Employment Advisory Information pack)
- Normal working pattern: 20 hours per week Mon-Thursday.
APPENDIX 5.1: EXAMPLE JOB DESCRIPTION 1

- Opportunities for study and for training.
- All reasonable expenses will be reimbursed and a small allowance given for on-going training. (Note you will not be expected to use a car for this job).
- There is a contributory pension scheme to which eligible lay employees will be auto enrolled. Lay employees who do not meet the auto enrolment criteria are eligible to join the scheme subject to certain provisions.
- At least one day free of responsibilities each week.
- 28 days statutory annual leave entitlement per year (pro-rata for part-time Workers).
- Appointment will be subject to a satisfactory Enhanced Disclosure & Debarring Service (DBS) disclosure.
- Appointment will be subject to satisfactory references
- Appointment will be subject to the satisfactory completion of up to three-month probationary period.

Management

The Lay Employee will have a line manager whose responsibilities will be to:

- Become familiar with the work of the Lay Employee.
- Work with the Lay Employee to encourage the church to respond to new challenges and opportunities in mission.
- Determine priorities for the work.
- Prepare a personal development plan with the lay employee.
- Ensure good communications between all the ‘stakeholders’ (groups and networks) involved.
- Monitor and evaluate progress with the Lay Employee on a regular basis (meetings will take place monthly during the probationary period and quarterly thereafter).
- Act as a “sounding board” to the Lay Employee.

Last Date Modified: November 2019
Example Job Description 2

The Methodist Church

JOB DESCRIPTION

Job Title: Caretaker

Employing Body: ___________________________ Methodist Church

Location:

Responsible to: Property Steward

Purpose of the job: To carry out caretaking duties within the church

Main Duties

- Keep the church, ancillary premises and grounds tidy and clean to a good standard.
- Unlock and lock up the premises as necessary according to use by church groups or external organisations.
- Administer any requests for use of the premises by outside organisations within the guidelines set by the Church Council.
- Ensure that the heating systems operate as necessary to heat the buildings ready for meetings.
- Any other duties and responsibilities, identified by the minister as are within your capabilities and level of responsibility, in order to meet the needs of the church.

Terms and Conditions

- Terms of appointment: Permanent / Fixed Term until [insert end date]
- Salary will be £_______ per hour.
- Provision of accommodation (Please refer to Section 11 of Lay Employment Advisory Information pack)
- There is a contributory pension scheme to which eligible lay employees will be auto enrolled. Lay employees who do not meet the auto enrolment criteria are eligible to join the scheme subject to certain provisions.
- (To be adapted in line with the Employer’s provisions)
- At least one day each week will be free of any duties.
- ________ hours per week, to be worked flexibly.
- 28 days annual leave entitlement (pro rata for part-time workers).
- Appointment is subject to a satisfactory enhanced Disclosure & Barring (DBS) Disclosure.
- Appointment will be subject to satisfactory references
- Appointment is subject to the completion of a satisfactory probationary period

Last Date Modified: November 2019
Example Person Specification 1

The Methodist Church

PERSON SPECIFICATION FOR POST OF ____________

Lay Employee in _________________ Circuit based at _________________ Church

<table>
<thead>
<tr>
<th>Education &amp; Training</th>
<th>Essential</th>
<th>Desirable</th>
<th>Method of Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educated to GCSE level or equivalent</td>
<td>X</td>
<td></td>
<td>Q</td>
</tr>
<tr>
<td>Educated to degree level or have equivalent qualification</td>
<td>X</td>
<td></td>
<td>Q</td>
</tr>
<tr>
<td>A recognised Biblical, theological or practical mission qualification</td>
<td></td>
<td>X</td>
<td>Q</td>
</tr>
</tbody>
</table>

Proven Ability

| Current and active member of Christian Church or Community                           | X         |           | A, I                 |
| Practical evangelism or outreach                                                    |           | X         | A, I                 |
| Proven ability of___________________________                                      |           |           |                      |

<table>
<thead>
<tr>
<th>Special Knowledge &amp; Skills</th>
<th>Essential</th>
<th>Desirable</th>
<th>Method of Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Able to lead Worship</td>
<td></td>
<td>X</td>
<td>A, I</td>
</tr>
<tr>
<td>Able to use Microsoft Word, Power Point, and Excel</td>
<td></td>
<td>X</td>
<td>E</td>
</tr>
<tr>
<td>Able to relate effectively to a wide spectrum</td>
<td></td>
<td>X</td>
<td>A, I</td>
</tr>
<tr>
<td>Able to communicate effectively in writing and verbally</td>
<td></td>
<td>X</td>
<td>A, I</td>
</tr>
<tr>
<td>Able to motive self and others</td>
<td></td>
<td>X</td>
<td>A, I</td>
</tr>
<tr>
<td>Able to set and work to goals without direct supervision</td>
<td></td>
<td>X</td>
<td>A, I</td>
</tr>
<tr>
<td>Able to present a strong Christian example</td>
<td></td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td>Able to contribute effectively to a team</td>
<td></td>
<td>X</td>
<td>A, I</td>
</tr>
</tbody>
</table>
### APPENDIX 5.3: EXAMPLE PERSON SPECIFICATION 1

<table>
<thead>
<tr>
<th>Requirement</th>
<th>A</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Able to adapt to changing priorities and circumstances</td>
<td>X</td>
<td>I</td>
</tr>
<tr>
<td><strong>Any Other Requirements</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Willingness to understand and engage with Methodism and be subject to its discipline</td>
<td>X</td>
<td>I</td>
</tr>
<tr>
<td>Satisfactory Enhanced Disclosure from the Disclosure &amp; Barring Service</td>
<td>X</td>
<td>DBS Application</td>
</tr>
</tbody>
</table>

A – Application form; I – Interview; E – Exercise; Q – proof of qualification (certificates or transcripts)

*Last Date Modified: November 2019*
## EXAMPLE PERSON SPECIFICATION 2

**The Methodist Church**

**PERSON SPECIFICATION: Caretaker**

At the _____________________ Church

<table>
<thead>
<tr>
<th></th>
<th>Essential</th>
<th>Desirable</th>
<th>Method of Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Education &amp; Training</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educated to GCSE level or equivalent</td>
<td>X</td>
<td></td>
<td>Q</td>
</tr>
<tr>
<td><strong>Proven Ability</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proven ability to ..................</td>
<td>X</td>
<td></td>
<td>A, I, E</td>
</tr>
<tr>
<td>Ability to operate a heating system</td>
<td></td>
<td>X</td>
<td>A, I, E</td>
</tr>
<tr>
<td><strong>Special Knowledge &amp; Skills</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Working knowledge of Health and Safety regulations as they apply to church premises</td>
<td>X</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td>Understanding of church life and the groups which use the premises</td>
<td>X</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td>Able to identify tasks which must be referred to a church steward</td>
<td>X</td>
<td></td>
<td>I</td>
</tr>
<tr>
<td>Willing to work alone</td>
<td>X</td>
<td></td>
<td>I</td>
</tr>
<tr>
<td>Able to communicate effectively with users</td>
<td>X</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td>Able to work flexibly between 0800 and 2100 hours</td>
<td>X</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td>Able to keep premises clean and tidy to a high standard</td>
<td>X</td>
<td></td>
<td>E</td>
</tr>
<tr>
<td><strong>Any Other Requirements</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Able to climb one flight of stairs (no lift)</td>
<td>X</td>
<td></td>
<td>I</td>
</tr>
<tr>
<td>Satisfactory Enhanced disclosure from the Disclosure &amp; Barring Service</td>
<td>X</td>
<td></td>
<td>DBS Application</td>
</tr>
</tbody>
</table>

A – Application form; I – Interview; E – Exercise; Q – proof of qualification (certificates or transcripts)
Person Specification Pro Forma

The Methodist Church

PERSON SPECIFICATION PRO FORMA: _________

Church/Circuit/District: __________________________________________

<table>
<thead>
<tr>
<th></th>
<th>Essential</th>
<th>Desirable</th>
<th>Method of Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education &amp; Training</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proven Ability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Knowledge &amp; Skills</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any Other Requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Method of Assessment   A – Application Form, I – Interview, W – Written exercise, P – Presentation, G – Group exercise, Q – proof of qualification (certificates or transcripts)

This document is provided as an example. Further attributes may be added to it but any item should be linked to the job description, and quantifiable.

_Last Date Modified:_ 19 March 2019
Role Profile Requirements

The Methodist Church

ROLE PROFILE REQUIREMENTS

This should be used to identify specific requirements in the person specification and should not be sent to applicants.

<table>
<thead>
<tr>
<th>PERSONAL</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Able to move weights of more than ...... kg *</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Able to carry ........ *</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Good colour vision (for detailed electrical work)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Able to work unsocial hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Willing to work alone *</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Able to work at heights *</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Able to stand for long periods</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Able to work in physically restricted positions *</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Able to walk for medium/long distances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Able to work outdoors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Able to visit members of the general public in their homes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Able to drive for long periods</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Able to work in an enclosed area</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Able to work under pressure *</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ENVIRONMENTAL</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lifts available</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled access available/not available</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Canteen facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shared office/open plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of flights of stairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Able to operate a VDU</td>
<td></td>
</tr>
<tr>
<td>Able to operate (specify) equipment</td>
<td></td>
</tr>
<tr>
<td>Able to use (specify packages)</td>
<td></td>
</tr>
</tbody>
</table>

* Do not include these items unless you have carried out a risk assessment and have taken account of the Health & Safety Executive’s Manual Handling Regulations. See Section 4: “Recruitment Stage 2 – The Person Specification” for further information.
# Bank Holiday Calculation Sheet

## BANK HOLIDAY CALCULATION SHEET

<table>
<thead>
<tr>
<th>NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>JOB TITLE:</td>
<td></td>
</tr>
<tr>
<td>CHURCH/CIRCUIT/DISTRICT:</td>
<td></td>
</tr>
<tr>
<td>WEEKLY HOURS:</td>
<td></td>
</tr>
<tr>
<td>WORK PATTERN:</td>
<td></td>
</tr>
<tr>
<td>ANNUAL HOLIDAY ENTITLEMENT:</td>
<td></td>
</tr>
<tr>
<td>NUMBER OF BANK HOLIDAYS:</td>
<td></td>
</tr>
</tbody>
</table>

### STEP 1: Calculate employee’s total bank holiday allocation for the year

\[
\text{Weekly hours} \times \text{Number of bank holidays in a year} = \text{Full time equivalent}
\]

### STEP 2: Based on employee’s work pattern, calculate current allocation

Work pattern: 

Bank holidays falling on work pattern:

### STEP 3: Calculate the difference between steps 1 and 2.

Step 1 less Step 2 =

If the result of ‘Step 3’ is preceded by positive (+) sign, the employee is currently getting less than their entitlement. The additional days will be added onto the employee’s annual leave entitlement.

If the result of ‘Step 3’ is preceded by a negative sign the employee is currently getting more than their entitlement. The employee will need to liaise with their manager on how to make up the difference. This can be done either through an adjustment to the employee’s annual leave entitlement, by working additional hours or having unpaid leave.

**Note:**

At least four bank holidays will always fall on a Monday, one will always fall on a Friday and the other three can fall on any day of the week.

---

Microsoft Excel Version can be downloaded from the Internet

**Last Date Modified:** November 2019
**Application Form**

**The Methodist Church**

**APPLICATION FORM FOR AN APPOINTMENT WITHIN THE METHODIST CHURCH**

**CONFIDENTIAL**

To be completed by the employing body prior to issue:

<table>
<thead>
<tr>
<th>POST:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>METHODIST CHURCH/CIRCUIT:</strong></td>
<td></td>
</tr>
<tr>
<td>CIRCUIT NO.</td>
<td></td>
</tr>
<tr>
<td>DISTRICT:</td>
<td></td>
</tr>
</tbody>
</table>

**PLEASE RETURN THE COMPLETED APPLICATION FORM TO:**

[Name]  
[Full Address]  
E-mail:  
Telephone:  
Fax:  

<table>
<thead>
<tr>
<th>CLOSING DATE:</th>
</tr>
</thead>
</table>

Please complete this application in black ink or black type.
### 1. PERSONAL DETAILS

This will be held by the church, circuit or district before circulating the application form for shortlisting. Items marked with * must be completed.

<table>
<thead>
<tr>
<th>Post applied for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference No:</td>
</tr>
<tr>
<td>Where did you hear about the post</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Surname: (Block letters)</td>
</tr>
<tr>
<td>First names:</td>
</tr>
<tr>
<td>Address: (Block letters)</td>
</tr>
<tr>
<td>Post Code:</td>
</tr>
<tr>
<td>Telephone number:</td>
</tr>
<tr>
<td>Home:</td>
</tr>
<tr>
<td>Daytime:</td>
</tr>
<tr>
<td>Mobile:</td>
</tr>
<tr>
<td>E-mail address:</td>
</tr>
</tbody>
</table>

**WORK PERMIT**: Please be aware that under Section 8 of the Asylum and Immigration Act 1996, it is a criminal offence to employ anyone who is not entitled to live or work in the United Kingdom. Applicants will be asked to provide proof of their employable status before the Methodist Council can confirm any offer of appointment e.g. Passport or birth certificate.

Are you a UK or EU/EEA Citizen? (Please tick)  
Yes [ ]  No [ ]

If not, it is possible that you may not be eligible to work in the UK without a work permit.

Please indicate if you will require a work permit. (Please tick)  
Yes [ ]  No [ ]

If “No” please indicate the basis on which you are eligible to work in the UK.
Do you have any Criminal Convictions not “spent” under the Rehabilitation of Offenders Act 1974?  
☐ Yes  ☐ No

If yes, please supply further details:

**EQUAL OPPORTUNITIES:**

In order to assist us to monitor and evaluate the delivery of our vision for diversity and equality - we would appreciate it if you will complete the enclosed equality and diversity monitoring form. The information provided will be used for statistical purposes only and your assistance in completing this questionnaire will be appreciated.
INFORMATION FOR APPLICANTS
Please read this information carefully before you complete the next part of the form.

- Thank you for expressing interest in this post.
- These notes are intended to help you complete the application form. Please read them carefully before you start to fill in the form.
- You should also have received a job description and person specification. These documents describe to you what the job will involve and what we need from the person who is appointed. Think carefully about the information in the job description and person specification, and consider what experience you have that would equip you for this post.
- We are inviting you to give us information that will allow us to assess how closely you meet the requirements of the person specification. You may draw on all aspects of your life: education, employment, voluntary work, church, interests, and home life, for example.
- Do not think you have to fill in all the space below each question. You may find you wish to answer one question more fully than another. You may use a separate sheet of paper if you need to write more than the form provides space for.
- Try to provide evidence or give examples of how you can meet the requirements of the job description and the person specification.
- Your personal information will be removed and will not be submitted to the interviewing panel.
- Our policy on references is that we cannot accept references from relatives or members of the family. At least one referee must be your line manager from your most recent employment.

Data protection statement

- The information that you provide on this form will be used to process your application for employment. We process this information in line with our [insert hyperlink].
- If you succeed in your application for employment, the information will be used in the administration of your employment with us.
- By signing this application form we will be assuming that you agree to the processing of your personal data (as described above), in accordance with our [insert hyperlink].

Instructions to church, circuit or district: The first 3 pages of the application form should be removed before circulating the application form for shortlisting.
# APPLICATION FORM

<table>
<thead>
<tr>
<th>Applicant To Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FULL NAME</strong></td>
</tr>
<tr>
<td><strong>POST TITLE</strong></td>
</tr>
<tr>
<td><strong>METHODOIST CHURCH/CIRCUIT</strong></td>
</tr>
<tr>
<td><strong>CIRCUIT NO.</strong></td>
</tr>
<tr>
<td><strong>DISTRICT</strong></td>
</tr>
<tr>
<td><strong>CLOSING DATE</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For Office Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date Received</strong></td>
</tr>
<tr>
<td><strong>Application No</strong></td>
</tr>
<tr>
<td><strong>Special needs at Interview</strong></td>
</tr>
<tr>
<td><strong>Shortlisted</strong></td>
</tr>
<tr>
<td><strong>Appointed</strong></td>
</tr>
</tbody>
</table>
2. **EMPLOYMENT HISTORY**
List all employers starting with your present or most recent first. Please account for any gaps in employment.

<table>
<thead>
<tr>
<th>Name and Address of Employer</th>
<th>Position Held</th>
<th>From Month/Year</th>
<th>To Month/Year</th>
<th>Reason for Leaving</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3. Why are you applying for this job?
4. What particular proven abilities, qualities and other attributes would you bring to the post?

5. How do you think you would do the job?
6. What qualifications do you have which are relevant to this post? Please give details – date, awarding body, grades etc.

7. Additional Information
You are welcome to give additional information, which may be written, in the space below.
8. REFERENCES
Please give the names, postal & email addresses, and telephone numbers of three referees who can broadly represent your professional work and personal interests. This should include your current or most recent employer, and may include your minister if relevant.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Position:</td>
<td></td>
</tr>
<tr>
<td>Organisation Name and Address:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Position:</td>
<td></td>
</tr>
<tr>
<td>Organisation Name and Address:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Position:</td>
<td></td>
</tr>
<tr>
<td>Organisation Name and Address:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
</tbody>
</table>

It is our practice to approach referees of shortlisted candidates only. If shortlisted, may we contact your referees?

9. I declare that the information contained in this form is true and accurate. I understand that if it is subsequently discovered that any statement is false or misleading, I may be dismissed from employment.

Signature:   Date:   

_Last Date Modified_: 19 March 2012
# APPLICATION FORM FOR AN APPOINTMENT WITHIN THE METHODIST CHURCH

**CONFIDENTIAL**

To be completed by the employing body prior to issue:

<table>
<thead>
<tr>
<th>Post:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>METHODIST CHURCH/CIRCUIT:</td>
<td></td>
</tr>
<tr>
<td>CIRCUIT NO.</td>
<td></td>
</tr>
<tr>
<td>DISTRICT:</td>
<td></td>
</tr>
</tbody>
</table>

**PLEASE RETURN THE COMPLETED APPLICATION FORM TO:**

<table>
<thead>
<tr>
<th>Name</th>
<th>[Full Address]</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-mail:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

**CLOSING DATE:**

Please complete this application in black ink or black type
1. PERSONAL DETAILS

This will be held by the church, circuit or district before circulating the application form for shortlisting. Items marked with * must be completed.

| Post applied for: |  |
| Reference No: |  |
| Where did you hear about the post |  |

Title:  
Surname: (Block letters)  
First names:  
Address: (Block letters)  
Post Code:  
Telephone number:  
Home:  
Daytime:  
Mobile:  
E-mail address:  

**WORK PERMIT**: Please be aware that under Section 8 of the Asylum and Immigration Act 1996, it is a criminal offence to employ anyone who is not entitled to live or work in the United Kingdom. Applicants will be asked to provide proof of their employable status before the Methodist Council can confirm any offer of appointment e.g. Passport or birth certificate.

Are you a UK or EU/EEA Citizen? (Please tick)  
Yes ☐  No ☐

If not, it is possible that you may not be eligible to work in the UK without a work permit.

Please indicate if you will require a work permit. (Please tick)  
Yes ☐  No ☐

If “No” please indicate the basis on which you are eligible to work in the UK.
Do you have any Criminal Convictions not “spent” under the Rehabilitation of Offenders Act 1974?  ☐ Yes  ☐ No

If yes, please supply further details:

**EQUAL OPPORTUNITIES:**

In order to assist us to monitor and evaluate the delivery of our vision for diversity and equality - we would appreciate it if you will complete the enclosed equality and diversity monitoring form. The information provided will be used for statistical purposes only and your assistance in completing this questionnaire will be appreciated.
INFORMATION FOR APPLICANTS

Please read this information carefully before you complete the next part of the form. Thank you for expressing interest in this post.

• These notes are intended to help you complete the application form. Please read them carefully before you start to fill in the form.

• You should also have received a job description and person specification. These documents describe to you what the job will involve and what we need from the person who is appointed. Think carefully about the information in the job description and person specification, and consider what experience you have that would equip you for this post.

• We are inviting you to give us information that will allow us to assess how closely you meet the requirements of the person specification. You may draw on all aspects of your life: education, employment, voluntary work, church, interests, and home life, for example.

• Do not think you have to fill in all the space below each question. You may find you wish to answer one question more fully than another. You may use a separate sheet of paper if you need to write more than the form provides space for.

• Try to provide evidence or give examples of how you can meet the requirements of the job description and the person specification.

• Your personal information will be removed and will not be submitted to the interviewing panel.

• Our policy on references is that we cannot accept references from relatives or members of the family. At least one referee must be your line manager from your most recent employment.

Data protection statement

The information that you provide on this form will be used to process your application for employment. We process this information in line with our [insert hyperlink].

If you succeed in your application for employment, the information will be used in the administration of your employment with us.

By signing this application form we will be assuming that you agree to the processing of your personal data (as described above), in accordance with our [insert hyperlink].

Instructions to church, circuit or district: The first 3 pages of the application form should be removed before circulating the application form for shortlisting.
# APPENDIX 5.10: EQUALITY AND DIVERSITY MONITORING FORM

## Equality and Diversity Monitoring Form

The ………………………………………………………………Church/Circuit/District aims to have a workforce that reflects the diversity of talent, abilities and skills of our communities. This means that in line with the Equality Act 2010, we will monitor the composition of our workforce to ensure that it is representative and that all staff is treated equally and fairly.

If you do not wish to complete any section of this form, please tick the appropriate preferred not to say box.

This monitoring form will be detached from the application form prior to short listing. It will not be seen by those involved in the recruitment process. The information provided by you will be used for statistical purposes only to ensure that our recruitment processes uphold our commitment to equality and diversity.

The information you provide will be held in the strictest confidence and adhere to the provisions of the Data Protection Act 1998.

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Ref:</td>
<td></td>
</tr>
<tr>
<td>Post applied for:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Age:</th>
<th>☐ 16 - 17</th>
<th>☐ 18 - 21</th>
<th>☐ 22 - 30</th>
<th>☐ 31 - 40</th>
<th>☐ 41 - 50</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ 51 - 60</td>
<td>☐ 61 - 65</td>
<td>☐ 66 - 70</td>
<td>☐ 70+</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gender:</th>
<th>☐ Man</th>
<th>☐ Woman</th>
<th>☐ Intersex</th>
<th>☐ Prefer not to say</th>
<th>☐ Non - Binary</th>
<th>☐ If you prefer to use your own term, please specify here ……………………………………</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Asian or Asian British</th>
<th>☐ Bangladeshi</th>
<th>☐ Indian</th>
<th>☐ Pakistani</th>
<th>☐ Other Asian background</th>
<th>☐ Black or Black British</th>
<th>☐ African</th>
<th>☐ Caribbean</th>
<th>☐ Other black background</th>
</tr>
</thead>
</table>
### APPENDIX 5.10: EQUALITY AND DIVERSITY MONITORING FORM

<table>
<thead>
<tr>
<th>White</th>
<th>Other mixed background</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ British</td>
<td>☐ Other mixed background</td>
</tr>
<tr>
<td>☐ Irish</td>
<td>☐ Othermixed background</td>
</tr>
<tr>
<td>☐ Other white background</td>
<td>Any other ethnic group please specify</td>
</tr>
</tbody>
</table>

**Religion/Belief/Faith:**

- ☐ Baha’i
- ☐ Buddhist
- ☐ Christian
- ☐ Hindu
- ☐ Jain
- ☐ Jewish
- ☐ No Religion
- ☐ Muslim
- ☐ Sikh
- ☐ Other (please specify)
- ☐ Prefer not to say

**Sexual Orientation:**

- ☐ Bisexual
- ☐ Gay man
- ☐ Gay woman/lesbian
- ☐ Heterosexual/straight
- ☐ Other (please specify)
- ☐ Prefer not to say

**Disability:**

*The Equality Act 2010 defines disability as “a physical or mental impairment which has a substantial & long term effect on a person’s ability to carry out normal day to day activities”.*

Do you consider yourself to have a disability?  ☐ Yes  ☐ No  ☐ Prefer not to say

If Yes, please advise of any reasonable adjustments you require for the purposes of the recruitment exercise below:

---

Thank you for assisting us by completing the Questionnaire

**Instructions to church, circuit or district:** Please do NOT circulate this form along with the application form for shortlisting.

**Last Date Modified:** March 2019
Letter responding to request for an application pack

PRIVATE AND CONFIDENTIAL
[Full Name]
[Address Line 1]
[Address Line 2]
[Address Line 3]
[Address Line 4]
[Postcode]

[Date]

Dear [First name],

POST OF [JOB TITLE]

Thank you for your interest in The Methodist Church and for requesting further information for the above vacancy. I am pleased to enclose an Application Pack which contains the following information:

- Job Description and Person Specification
- Application form
- Information on the Church / Circuit or other information relevant to the post

If you wish to make an application, please complete the form and return it to the [Name of Church, Circuit] office by [Time] on the closing date which is [Closing date]. It is essential that every section of the application form is completed. Please read the job description and person specification carefully as these form the basis of our shortlisting process.

It is anticipated that shortlisted candidates will be notified as soon as possible after the closing date and will be called to an interview on [Interview date]. We will do our best to write to applicants who are not shortlisted, but if the response to the advertisement is substantial this may not be possible. In this case if you do not receive an invitation within three weeks of the closing date please assume that on this occasion you have not been shortlisted.

It is good to have your interest in this post and we look forward to receiving your application.

Yours sincerely

Name
Post
Title
6. **RECRUITMENT STAGE 3 - PROCESSING APPLICATIONS**

This section covers:
- Responding to enquiries
- Shortlisting/a checklist for shortlisting
- Planning for the interview
- Applicants with a criminal record

6.1 **Responding to Enquiries**

When enquiries are received, each one should be answered by sending out an acknowledgement letter and an application form.

Enquiries should be answered promptly.

It is recommended that applications received after the close date should not be considered. (Sometimes there are reasons for considering late applications, but you should be aware that this practice could be found to result in discrimination.)

See Appendix 5.11 ‘Letter responding to a request for an Application Pack’.

6.2 **Shortlisting**

The process of shortlisting involves each applicant being assessed objectively and consistently against the essential and desirable criteria outlined in the Person Specification, not against one another.

Those responsible for shortlisting should establish whether, on paper, the person has the necessary skills and abilities that are necessary for the job. This approach minimises the risk of bias on grounds of gender, race or any other irrelevant factor. Shortlisting decisions should be based on the relevant facts as presented on the application form.

The Equality Act 2010 makes it unlawful for employers to discriminate against job applicants (and existing workers) because of a "protected characteristic". The protected characteristics are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. Therefore, these factors should be disregarded and candidates whose work-related skills and abilities match the person specification should be selected for interview. The Equality Act 2010 permits employers to encourage people from under-represented or disadvantaged groups to apply for employment and allows employers to take positive action in connection with recruitment and promotion in limited circumstances.

All members of the interview panel should be involved in the shortlisting process. If it is not possible for everyone to be present then panel members should send their recommendations to...
the chair of the panel who will be responsible for collating the information and drawing up the shortlist.

If the number of applicants is very small and all meet the essential criteria of the person specification, it may be worth interviewing all of them, otherwise applications will need to be reduced to a more manageable number using the essential, and if necessary desirable elements of the criteria detailed on the person specification. The shortlist will comprise those candidates whom the Church/Circuit/District wishes to interview. The decision on how many people to shortlist for interview depends on how many people have applied for the job, the quality of the applications, the type of job and the resources (including time) available.

Applicants who meet the essential criteria should be invited for interview except where this produces too long a list of suitable candidates for interview. In these circumstances the desirable criteria should be used to determine the final shortlist. As a guideline, normally no more than 6 applicants should be interviewed within one day.

**Shortlisting Checklist**

**DO**

- Adopt an objective and consistent approach towards shortlisting in order to establish whether, on paper, the applicant has the necessary skills and abilities for the job thus minimising the risk of unlawful discrimination.
- Check all the applications and eliminate any that do not meet the essential criteria in the person specification.
- Look for evidence that the applicant meets the essential (and desirable if necessary) criteria in the person specification.
- Take care not to draw adverse inferences from the presentation of an application form or CV if the ability to produce fluent written communication does not form part of the job. It may be that the job applicant has a disability, for example dyslexia or learning difficulties, hence judging him or her on ability to present the written information could be discriminatory and unlawful.
- Keep a record of your decisions and rationale.
- Score each applicant against the criteria in the person specification. Rank candidates for interview by scores (from highest to lowest). A form is enclosed which may be used as a guide [(Appendix 6.1)](#).

Treat information about candidates confidentially, in line with Data Protection Act (DPA) guidelines, and do not share it with anyone not directly involved in the appointment and selection process.

**DO NOT**

- Vary from the criteria in the person specification.
- Introduce new criteria at this stage.
- Be influenced by personal knowledge of an applicant, or take into account any personal information such as the applicant’s name, sex, marital or civil partnership status, sexual orientation, nationality, country of birth, religion or age when shortlisting.
- Make assumptions from information given or not given in the application.
- Exclude an applicant who declares a conviction unless the conviction is relevant and a satisfactory disclosure has been specified in the person specification.
6.3 Planning for the Interview

The same individuals involved in short listing also have responsibility for interviewing candidates. At this stage thought should be given to how the panel will assess candidates against the criteria that can be explored at interview. This may already have been described when the person specification was drawn up.

In order to increase validity and reliability of the selection process, it is highly recommended that other assessment methods are used in addition to the structured interview, for example:

- Presentation
- In-tray exercise
- Tests that assess learned skills or knowledge

Using a presentation would be appropriate to assess presentation techniques (only relevant if the ability to make presentations is referred to in the person specification). Aptitude/ability tests must be relevant to the job and produce information that relates to one or more of the criteria in the specification. Tests must be administered and assessed to the same standard.

Intelligence tests should not be used as they trail far behind the more traditional selection techniques in its perceived effectiveness in finding quality recruits.

The administrative arrangements should be considered: what rooms will be needed; who will be available to meet the candidates; how you will administer any tests to be used.

Candidates should be advised of the time, date and venue of the interview, where to report and how long to allow. It may be helpful to provide information about:

- The interview panel (names and job title)
- Directions to interview venue, including car parking and train / bus services to the interview venue
- Whether expenses can be claimed
- What equipment is available if they are expected to give a presentation, and what the topic of the presentation is
- The fact that they will be expected to do a test
- Any evidence of qualification or proof of identity which they should bring
- Asking them to inform you if they would require you to make any reasonable adjustments for them regarding facilities, or, if food is to be provided, regarding dietary requirements.

Where a job applicant with a disability is to be interviewed, the person responsible for setting up the interview should take steps to establish whether any special arrangements are necessary. Panel members should be asked to convene 30 to 60 minutes before the first interview to ensure the panel has time to prepare for the interviews.

See Section 7 – The interview.
6.4 Applicants with a Criminal Record

An applicant who declares a criminal record during the application process should be given due consideration and not rejected out of hand. See Section 2, Appendix 2.2: Guidelines for the Appointment of People with a Criminal Record and Appendix 8.8: Rehabilitation of Offenders Act 1974.

Unless the post is covered by the Church’s Policy on Safeguarding the applicant need not declare any convictions or cautions that are ‘spent’.

_Last Date Modified:_ November 2019
### SHORT LISTING SCORE SHEET

**District/Circuit/Church.................................................................**

<table>
<thead>
<tr>
<th>Job Title:</th>
<th>Candidate’s Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Panel Member’s Name:</td>
<td>Date of Shortlisting:</td>
</tr>
</tbody>
</table>

Please read this guidance on shortlisting before scoring.
- Each member of the panel should assess each one of the requirements against the information provided on the application form and score each candidate accordingly.
- **Candidates who do not meet an essential requirement should not be shortlisted.** Do continue to keep scoring that candidate in case they ask for feedback.
- **Do record what evidence you found to support your decisions.** This will help you recall why you scored as you did during the short listing panel discussions, particularly as others may have interpreted information on the application forms differently.
- **Do record your total scores for each of the four attribute areas on the individual shortlisting score sheet.** Scores should then be added up and the total used when making a decision on who to shortlist for interview.
- Do be aware that candidates may ask to see their score sheets under the Data Protection Act.
- If no of the candidate meets all of the essential criteria you will need to reassess the needs of the post.

### Scoring – candidates should be scored as follows:

<table>
<thead>
<tr>
<th>Clear evidence that a candidate meets an ‘Essential requirement’</th>
<th>2</th>
<th>Some evidence that a candidate meets an ‘Essential requirement’</th>
<th>1</th>
<th>Evidence that a candidate meets a ‘Desirable requirement’</th>
<th>1</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Person specification criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Essential</td>
</tr>
<tr>
<td>Education and Training</td>
</tr>
<tr>
<td>Proven Abilities, Knowledge and Skills</td>
</tr>
<tr>
<td>--------------------------------------</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Personal Qualities</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Clear evidence that a candidate meets an ‘Essential requirement’</td>
</tr>
</tbody>
</table>
7.1 Preparing for the Interview

The key purpose of a recruitment interview is to assess the skills and abilities of job applicants in order to make a decision on which candidate is the most suitable person for a particular job. The interview should also be a forum through which each candidate can obtain information about the organisation and the vacant job.

The selection interview should therefore be structured around a two-way communication process. There are a number of assessment types that can be used to determine the suitability of a candidate:

- Competency interviews (one or more)
- Presentation exercise
- Writing or editing tasks
- Simulation exercises
- Ability tests
- Personality questionnaires

The level of the vacancy will often dictate how many stages are needed. For more senior posts for example arranging second stage selection interviews may be appropriate. For some positions, a job simulation exercise or an ability test may be useful tools in determining the candidate best suited for the role.

Personality questionnaires can be helpful in deciding whether candidates have the enthusiasm and motivation that the employer is looking for and whether he/ she is going to fit in to the organization, in terms of personality, attitude and general work style. These should always be used in conjunction with structured interviews.

Prior to interview, the selection panel should identify the requirements they are going to assess and score. Scores may be weighted to reflect the differing significance of the requirements. A sample form is attached in the appendices, which can be used or adapted for this purpose (Appendix 7.1).
Managers involved in recruitment have a duty to conduct selection interviews fairly and without bias for or against any particular candidate.

### 7.2 Structure of the Interview

The panel should meet earlier than the time of the first interview in order to plan or confirm how the interviews will be structured and conducted. One model or pattern that could be followed during the interview process is the WASP Interviewing Structure.

The **WASP** interviewing structure includes four very simple steps:

**W – Welcome/Build Rapport** – Greet your interviewee in a professional yet warm and welcoming manner. The interviewers should do their best to put the interviewee at ease to enable them to give of their best.

- Common courtesies, opening conversations about the day, the journey and initial observations of common experience.
- Proper introductions which explain the interview procedure, the approach that will be followed, how long it will take, what will follow. It may be helpful to explain that the interview is just one element in the decision process and explain that you need to take notes throughout the discussion to ensure everything is captured.

The candidate needs to be able to relax and “connect” with the interviewers. There is nothing to gain by making a candidate feel uncomfortable and unnecessarily under pressure.

Everyone holds attitudes, views and opinions about a wide variety of issues. It is inevitable that these will influence the way people think and act and have an impact on any decision they take both in the workplace and in life generally. It is essential therefore that all interviewers should become aware of and strive to put their own personal attitudes, views and opinions to one side during interviewing.

**A – Acquire Information** – The second stage of the formal interview process is to acquire information from your interviewee. Candidates want the opportunity to sell themselves. The aim should be that for 80% of the interview the candidate speaks and no more than 20% for the interviewers to speak. As a structured conversation, the interview gathers information from speech and perceptions of personal presentation. The structured conversation starts from the position of the interviewers having seen the application form and/or CV information. It proceeds via:

- Asking **well-paced, structured questions** to encourage the flow of conversation. The aim is for the candidate to offer information naturally. It is important to ask probing questions - how was that, why, in what way, what was involved which will allow for elaboration. Probing will also help to channel the conversation to the areas that are important to explore. Answers provided needs to fit the questions and where questions are poorly constructed or targeted - e.g. if multiple part questions are asked, then the candidate may reply well to one part and ignore or forget the other part/s. (For more information please refer to the section on Interview Questions below)

- **Active listening** requires concentration, thinking about what is being said and ensuring that the candidate knows that he/she has your full attention. Structured good open questions focus the conversation and provide room to listen and think

The Methodist Church | RECRUITMENT STAGE 4 - THE INTERVIEW  
Para(s): 7.2-7.2  
Page 2 of 9
SECTION 7: RECRUITMENT STAGE 4 – THE INTERVIEW

- Signals from non-verbal communication.
- Results of other tests or information from references which may or may not be available to interviewers

S – Supply Information – After you finish your part of the interview you should always give your interviewee the opportunity to seek more information about the job or ask clarification on matters. The questions asked will give further insight into how prepared he/she was for the interview and how much he/she cared about learning about the organisation in advance.

P – Part Ways – End the interview on a pleasant/friendly note; thank your interviewee for coming and give a time frame in which he/she can expect to hear the outcome.

7.3 Interview Questions

It is strongly recommended that prior to the interview, the manager prepares a list of core interview questions to be asked of all applicants for a particular post. This approach ensures consistency and fairness because all interviewees will be given an equal opportunity to sell their skills and abilities.

Questions should be structured to explore facts, and interviewers should take care not to make decisions based on assumptions about applicants linked to their own subjective views and opinions. Prior to interview the panel should agree who will ask which questions and in which order they will be asked.

The same lead questions should be put to each candidate. It is acceptable for follow up questions to vary. This reflects the varying answers candidates will give to initial questions.

DO

✓ Design questions to check facts, obtain relevant information about each applicant's background, test achievement and assess aptitude and potential.
✓ Ask specific questions on matters such as the applicant’s work experience, qualifications, skills, abilities, ambitions and strengths/weaknesses.
✓ Ask open questions, i.e. those beginning with "what", "which", "why", "how", "where", "when" and "who", rather than closed questions inviting only a "yes" or "no" answer. E.g. What gave you most satisfaction in your last job?; What have been the most significant developments in this area in recent years?
✓ Ask questions that are challenging, but never ask them in an intimidating or aggressive tone or manner.
✓ Ask questions that require the applicant to give examples of real situations that he or she has experienced, for example: "Tell me about a time when you had to discipline a member of your staff. How did you handle it?"
✓ Ask factual questions about past experience and behaviour and refrain from making assumptions.
AVOID
- using ‘closed’ or ‘leading’ questions, e.g.:
  Do you think that is a good idea? So, you graduated last year?
- and ‘marathon’ or ‘multiple’ questions such as:
  How does your current job compare with your last one, which aspect presented greatest difficulty and how difficult did you find it to keep up to date?

DO NOT
Include questions which explore any issues relating to the candidates’ sex, race or health disability either directly or indirectly. The panel should assume that candidates can meet the requirements as set out in the specification. Any areas of concern about an individual’s circumstances can be explored at a later stage.

**Psychological contract**
- It is key to manage expectations in all your communication with potential new employees.
- In all type of communications (job ad, notes to interviewees, interview, conversations) you are creating expectations about the job and the Methodist Church
- Be clear about what they can expect from the job, do not oversell the position if you cannot keep your promises
- Do not promise Training & Development if you cannot follow through on it
- Anything promised verbally at the interview is legally binding.

### 7.4 The Role of the Chair of the Selection Panel – Checklist
- Ensure all members of the panel are properly prepared.
- Initiate, control and close the interview.
- Ensure that the selection process is conducted fairly and in accordance with the Methodist Church’s Equal Opportunity Policy. The Chair will be responsible for answering any queries or complaints that may arise from candidates.
- Ensure that all questions are relevant and that all selection criteria are covered.
- Ensure all candidates are asked the same set of questions (although follow-up questions may vary if formed in response to the answers).
- Provide links between panel members.
- Ensure that adequate notes are taken to enable a proper assessment of each candidate against the selection criteria.
- Lead the evaluation of the candidates in relation to the selection criteria; ensure that the evaluation is based on relevant points and supported by evidence; ensure records are made and that any points of disagreement between panel members are noted. (See Section 14 for further information on the Data Protection Act and how it affects records of candidates).
SECTION 7: RECRUITMENT STAGE 4 – THE INTERVIEW

✓ Ensure two satisfactory references are available: one should be from the current or most recent employer (see below).
✓ Ensure arrangements are in place to inform candidates of the outcome of the interview and offer feedback if requested (notes will be useful to do this).
✓ Liaise with the successful candidate to ensure a Disclosure application is made (if applicable).
✓ Make arrangements for the commencement of employment (start date will be subject to Disclosure if relevant); prepare and issue an induction programme.
✓ Issue the offer letter and written statement of terms and conditions of employment.
✓ Ensure compliance with the Data Protection Act.

7.5 Assessing the Candidates

It is advisable to use a standard form for scoring. The form provided at Appendix 7.1 invites panel members to:

- Define the criteria they are assessing
- Make notes
- Record a score against each criterion.

The form should be extended to cover all the areas of principal questioning.
All panel members should be advised to record evidence that leads them to decide on a particular score, that is, information provided by candidates during the interview.
Panel members should score each candidate independently, using the system which will have been agreed prior to the interviews.

The Chair should ask panel members to rank the candidates’ scores ensuring everyone uses the same order of ranking, that is, 1 high or low. The rankings should be added and a composite ranking compiled. The panel members may be agreed on the best candidate but they may have ranked differently. The panel members should discuss the scores and explore the differences that have emerged referring to the evidence that has been recorded. Panel members may or may not wish to alter their scores but should agree a final decision. It is possible that none of the candidates interviewed is appointable.

The panel should also agree which candidate is ranked second and discuss whether this candidate is appointable. This will ensure a second offer can be made if the preferred candidate does not accept the offer.

7.6 References

The purpose of references is to obtain information, in confidence, from a third party, providing a factual account of a candidate’s employment history, qualifications, experience and suitability for the post for which he/she has applied.
References should be kept confidential and should not be revealed to anyone who is not involved in the selection process. References must not be openly shared or discussed prior to the interview to ensure that subjective opinion is not allowed to unduly influence the selection process.

Where time is of the essence references may be obtained prior to the interview but are only to be consulted (usually by the Chair) following the Panel’s decision. References do not form part of the interview decision making process.

It is recommended that a reference pro-forma is used to capture information about the candidate’s suitability of the role. The reference pro-forma can be found in Appendix 7.2.

The reference pro-forma includes a section relating to Safeguarding and includes the question “Do you know of any reasons why this person should not work with children/young adults or vulnerable adults?”

In the event that the chair of panel is concerned about the content of a reference, the chair should decide whether:

- To seek further information
- To appoint despite the concern
- Not to appoint

7.7 Tips for Giving Feedback to Candidates

- Only give feedback if a candidate wishes to receive it.
- Ask the candidate what he/she thought went well and what did not go as well.
- Confirm or share positive points.
- Agree with negative points if they coincide with the points you have.
- Only offer one or two negative points; concentrate on the most significant issues.
- Try to concentrate on information that would assist the candidate to prepare for an interview on another occasion.
- Allow reasonable time to contact the candidates following the interview.

How to Give Constructive Feedback

The purpose of feedback is to support learning and change and these guidelines arise from the principle that people have a right to their individuality and integrity. Except in the special case of a training event, that also implies that feedback should only be offered in private.

It may be given on an informal or formal basis and it may or may not be accepted by the receiver.
1. **Offer feedback on observed behaviour** - what you see and hear - not on assumptions or intentions.
   
   *e.g. 'You were gripping your pen so tightly that your knuckles went white...' rather than 'You were very stressed...'*

   
   *e.g. 'When you shouted I felt anxious...' rather than 'You shouldn't have raised your voice...'*

3. **Focus on behaviour that can be changed.** It is not helpful to tell someone that a nervous twitch is distracting. A persistent drumming of fingers can be stopped.

4. **Choose those aspects that are most important and limit them.** Nobody can concentrate on changing everything at once so set priorities.

5. **Ask questions rather than make statements.** This allows individuals the responsibility of reaching their own conclusions and forces them to think about the issues.
   
   *e.g. 'How else could you have reacted when...?' rather than 'You should have...'*

6. **Set the ground rules in advance.** Tell / explain the criteria against which they are being judged.

7. **Comment on what the individual did well as well as areas for improvement.** It is important that individuals feel empowered by the process if they are to improve performance. It is important that the praise is sincere and specific.

8. **Be specific, relate feedback to actual words said and observable actions.** Do not waffle about general feelings or impressions.
   
   *e.g. 'I liked it when you went to the door and said 'hello'...' rather than 'You were very friendly...'.*

9. **Observe everyone's personal limits.** If you offer too much feedback at once the receiver will switch off.

10. **Before offering feedback consider its value to the receiver.** If there is none, keep quiet.

### 7.8 Candidates with a Disability

Candidates with a disability should be asked the same questions and assessed in the same way as other candidates. If a candidate with a disability is assessed as the best candidate then a discussion should take place after the interview to establish what special needs the person may have and whether any adjustments to the job need to be considered. Employers are required to make ‘reasonable adjustments’. This may involve simple and inexpensive adjustments. Alternatively the adjustments may be assessed as impractical. Decisions should be made with the facts, not on assumptions about the nature and effect of the disability If necessary also, you may find it helpful to seek independent advice from the applicants GP or an Occupational Health Adviser. Candidates who believe they have been the subject of discrimination can pursue a claim with the Employment Tribunal. There is no upper limit for discrimination awards.
7.9 Record Keeping

It is essential to keep a record of each interview conducted and in particular to record the reasons for the selection of the successful applicant and the reasons for the rejection of the unsuccessful candidates. The record should be objective and should focus on factors such as the extent to which a candidate's qualifications, skills and experience matched up to the requirements defined initially in the employee specification. Aspects of the applicant's personal background such as family circumstances should not form part of the record as this may be perceived as discriminatory against a female candidate.

The existence of clear records will be helpful in the event that one of the unsuccessful candidates brings a claim for unlawful discrimination to an employment tribunal. They will assist the employer to convince the tribunal that its recruitment practices were objective, that the recruitment exercise was approached in a professional manner and that the selection decision was based on the successful candidate's merit and not on personal factors such as sex or race.

If no records are kept, it will be extremely difficult for the employer to convince a tribunal that the recruitment exercise was carried out fairly and objectively and the tribunal may infer from this that the selection decision was discriminatory.

Because employment tribunals work to the "balance of probabilities" test, they do not require an applicant to provide proof beyond reasonable doubt that he or she suffered discrimination. If the rejected candidate has reason to believe that the person appointed was less suitable for the job in terms of qualifications, experience or skills, and the rejected candidate is: of the opposite sex, pregnant, married or has a civil partner, from a different racial or religious group, of a different sexual orientation or a different age, or he or she has a disability or the protected characteristic of gender reassignment then, on the face of it, there will have been discrimination. In most cases, the burden of proof is on the employer to show that it did not discriminate.

The time limit for a claim of discrimination to be brought to an employment tribunal is three months after the alleged act of discrimination. Employers should therefore keep records for between four and six months, after which they should be destroyed. One of the principles of the Data Protection Act 1998 is that personal records held for any purpose should not be kept for longer than is necessary for that purpose (para.5, part 1, sch.1 to the Data Protection Act 1998). Records should not be destroyed for at least six months, and must not be kept for more than one year.

7.10 Note Taking

Taking comprehensive notes of the candidate’s responses during the interview is important for a number of reasons.

Without comprehensive notes you would not be able to fully recall the amount of information collected during the interview. Although evaluation of the candidate’s responses should always take place immediately after the interview, there may be instances when this is not possible. The notes will form the basis of your assessment of candidates.
It is important that you defer evaluation of evidence until the interview has been completed. If you try to evaluate the candidate’s responses when the interview is taking place, it is highly likely the important information will be missed and not captured in your notes.

Your notes should be factual and an accurate recording of what was actually said. Your notes should not be an assumption of what the candidate is trying to say, or your interpretation of what has been said.

Interview notes may be used as evidence should you be questioned about recruitment decisions, and therefore need to be clear and legible. Any issues relating to Safeguarding that the candidate has declared must be recorded on the candidates’ interview notes.

Note: Under the Data Protection Act candidates are entitled to have access to interview notes about them. Therefore be careful what you write on the interview score sheet.

Last Date Modified: 16 April 2020
# Interview Score Sheet

**District/Circuit/Church**

<table>
<thead>
<tr>
<th>Job Title:</th>
<th>Candidate’s Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed by:</td>
<td>Date of Interview:</td>
</tr>
</tbody>
</table>

## Interview Questions

<table>
<thead>
<tr>
<th></th>
<th>Evidence</th>
<th>Weighting</th>
<th>Score</th>
<th>Total Score (Weighting x Score)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Question</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## APPENDIX 7.1: INTERVIEW SCORE SHEET

<table>
<thead>
<tr>
<th>Interview Questions</th>
<th>Evidence</th>
<th>Weighting</th>
<th>Score</th>
<th>Total Score (Weighting x Score)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Do you have any questions you would like to ask, or anything you wish to add?

Notes for Chair:

Ending the interview:
- Thank the candidate for attending the interview.
- Let them know what happens next i.e. when you will be making your decision and how you will be letting them know the result
- Note that all verbal offers are contractual agreements.
- All pre-employment checks have to be completed by the successful candidate BEFORE a start date can be agreed; therefore please do NOT discuss a start date at interview.

<table>
<thead>
<tr>
<th>Summary of Scores:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presentation</td>
</tr>
<tr>
<td>Test</td>
</tr>
<tr>
<td>Interview</td>
</tr>
<tr>
<td>Total score</td>
</tr>
</tbody>
</table>
Guidance Notes:

- The Chair must help the candidate to relax and put them at ease in order to get the best out of the candidate.
- Individual scores must not be shared with other panel members during the course of the interviews, e.g. between interviewing candidates.
- Confidentiality must be kept during and after these interviews.
- In cases of a split vote, the final decision rests with the Chair.
- Feedback for each candidate will be agreed by the panel at the end of the day. The Chair is responsible for giving the feedback to the candidate.
- What is shared by the candidate may be interpreted as positive by one panel member but may be negative for another in which case that is not objective evidence and must be either dropped by the panel and declared as unusable as evidence, or the majority vote will decide.
- Don’t assume you know the work of candidate even if you know them. Do not include any evidence you know about them from outside interview process. Don’t be afraid to push and probe. It is no good saying "I thought he did not answer it with any depth" unless you have tried two or three different ways to obtain that depth. Don’t let the candidate leave the room with an unasked question you have about them that is concerning you. Always ask the question!
- Under the Data Protection Act, a candidate can ask to see their interview scoresheet, so please keep this in mind.

For scoring written exercise and interview

- The only evidence that is permissible is your written notes so please write down (in ink) your reasons for your scores.
- Selection of the final candidate will be based on a) Total number of scores across the selection criteria (interview and tests) and b) Ranking of candidates by each panel member
- Where responses are not strong but do demonstrate potential (for example, that they need to clarify some aspects of the advice first and will get back to the manager, as opposed to giving incorrect or misleading advice), this will be taken into account.

Scoring – candidates should be scored as follows:

| Strong Evidence | 3 | Good evidence | 2 | Little Evidence | 1 | No Evidence | 0 |

Weighting - Reflects their overall importance to the post:

| Very Important | 3 | Important | 2 | Less Important | 1 |
Dear Title Last Name,

NAME: candidate name  
POST: candidate post

The above named candidate has been offered the above post, and has indicated that you would be willing to give a reference.

I enclose a copy of the Job Description for the post and a Reference Form which we hope you will find is quick and easy to complete and return. I should be grateful if you would let us have your observations on the candidate’s suitability and experience for the post.

In line with the provisions of the General Data Protection Regulation 2018 we may make this reference available to the candidate if a subject access request is made.

It would be very helpful if you were able to respond by date by e-mail, or if you are not able to scan a signed copy, by a signed hard copy.

May I take this opportunity to thank you for your help.

With Kind Regards,

Name  
Job Title
**CONFIDENTIAL REFERENCE REQUEST**

<table>
<thead>
<tr>
<th>Reference supplied for:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application for position of:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>In what capacity is the above-named known to you?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How long have you employed/known the candidate?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What was their reason for leaving (if applicable)?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Please outline any notable achievements they have accomplished.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
Are there any features in the job description which, in your view, the applicant would find difficult or for which s/he would require training?

| What is your assessment of: (please tick as appropriate) |
|---------------------------------|----|-----|-----|-----|
| Attendance                      |    |     |     |     |
| Time-keeping                    |    |     |     |     |
| Reliability                     |    |     |     |     |
| Honesty                         |    |     |     |     |
| Quality of work                 |    |     |     |     |
| Communication skills            |    |     |     |     |
| Intellectual skills             |    |     |     |     |
| Relationships with colleagues   |    |     |     |     |
| Meeting deadlines               |    |     |     |     |
| Coping with stress              |    |     |     |     |
| IT skills                       |    |     |     |     |

Any additional information about conduct, performance or contribution
<table>
<thead>
<tr>
<th><strong>Do you know of any reasons why this person should not work with children/ young adults or vulnerable adults?</strong></th>
</tr>
</thead>
</table>

| **Has the applicant been subject to any disciplinary action in the last 12 months?** |
| (*please delete as appropriate) *Yes/No |

| **Would you re-employ her/him? Please state your reasons.** |
| (*please delete as appropriate) *Yes/No |

<table>
<thead>
<tr>
<th><strong>Print name</strong></th>
<th><strong>Signature</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Position</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Please return signed copy by post or email to:**

*Address*

*Email*
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)

### 8.1 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.

### 8.2 Conditional Offers

Offers may be conditional upon receipt of satisfactory references (if not already received), a satisfactory [enhanced] Disclosure & Barring Service (DBS) disclosure, a satisfactory medical report, production of documentary evidence of qualifications, production of documentary evidence of the right to work in the UK and 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.

For jobs which require a satisfactory Enhanced Disclosure must be obtained through Due Diligence Checking Ltd. The Confidential Self-Declaration should be completed by the applicant before any criminal record check application is sent off. The purpose is to offer the applicant the opportunity to share any information before the disclosure certificate is received. The confidential declaration can also be used for other roles but can only request information about unspent / unfiltered convictions / cautions.

Employment should not begin until the Disclosure requirement is satisfied, see Practice Guidance on carrying out Disclosure and Barring Service (DBS) checks as part of Safer Recruitment for England and Wales – August 2015 on the Methodist Church website.
From 1 October 2010, under s.60 of the Equality Act 2010, employers must not ask job applicants to complete a medical/health questionnaire (or undergo a medical examination) prior to making a job offer.

A medical / health questionnaire [Appendix 8.9] should therefore be requested from the potential new recruit once the conditional job offer has been made. 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.

You must take account of the requirements of the Equality Act 2010 when assessing the report. If it transpires that the potential employee has an underlying health condition that may amount to a disability under the Equality Act 2010, you should be cautious about withdrawing the offer. You should seek further information about the nature of the health condition and the impact that it is likely to have on the individual's ability to do the job. You should also consider whether or not it can make reasonable adjustments to enable the individual to take up the post. If you (the employer) fail to make reasonable adjustments it may be liable for a successful claim of disability discrimination.

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.)

8.3 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) and right to work in the UK, are satisfied.

8.4 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.

8.5 Written Statement of Terms and Conditions

The Written Statement is a summary in writing of an employee’s main particulars of employment. All new employees and workers engaged on or after 6 April 2020 are entitled to receive a statement (including new, additional information). This includes, amongst others, agency workers, casual workers and zero-hours workers.

The right to a written statement has become a “day one” right. This means that any workers engaged on or after 6 April 2020 are entitled to receive a written statement before or on their start date.

While these changes do not apply retrospectively, current workers are entitled to request a written statement including the additional information. Employers will need to comply with these requests within one month. Kindly refer to Appendix 13.20 for detailed information.

A model Written Statement is attached at Appendix 8.3.

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 (e.g. Jury service)
- The right of parents and carers to request flexible working

Arrangements for part time staff should always be pro rata to the full time equivalent.
8.6  Guidance Notes on the Contents of a Written Statement

This section should be read in conjunction with Appendix 13.20.

Items marked * must be included in a single document – the ‘principal statement’. If there is no 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*
The probationary period is often three months in respect of unskilled, clerical, secretarial or administrative roles and six months for management, supervisory or professional roles. A probationary period should be long enough to allow the employee to settle into the Church/Circuit/District and learn the key elements of the job. It should also be long enough for the line manager to assess whether or not the employee is capable of fulfilling the requirements of the job.

*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**

As well as details of normal working hours, employers must also provide particulars of the days of the week the employee is required to work and whether or not these hours/days are variable. Where they are variable, particulars are required of how they vary. 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.

**Training**

Particulars must be provided of:

- Any ‘mandatory training’ and which the employee is required to pay for; and
- Any training entitlement which the employer requires the worker to complete.

An employee must also be provided with details of any other training entitlement although the details do not need to be in the statement itself. This information can also be provided within 2 months of commencement of employment rather than day 1.

**Working Time Regulations**

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.

**Overtime**

**Pension**

*Pension provision is offered to lay employees to a defined contribution Scheme determined by the employer. Eligible lay employees will be automatically enrolled into the qualifying Pension Scheme. If they wish to opt out of the scheme, they must contact the Pensions Scheme provider. Lay employees who are not eligible for auto enrolment can choose to opt-in a qualifying pension scheme or are entitled to join a workplace pension scheme.*

*Employee contributions are at the rate of 6% salary which will be matched with a 6% contribution from the employer.*

**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

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).

Note the recent Court of Appeal judgement (NHS Leeds v Larner) that workers who are unable, due to sickness, to take 4 weeks annual leave can take that leave at a later date, if necessary by carrying the leave over to another leave year. Workers are also entitled to payment in lieu of this untaken leave upon termination of employment even if they have not requested leave.

Statutory Sick Pay (SSP)

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 numbers of days of absence are calculated in the 12 months immediately preceding the current absence.

Occupational Sick Pay (OSP)

(At employers discretion on whether to offer this to their staff, but if it is, it must be offered to ALL staff)

Option One

A Lay Employee who is absent from work by reason of ill health will be entitled to receive up to occupational sick pay, less any statutory sick pay entitlement, for the following periods. The period should be considered in terms of a rolling year. Extensions of sick pay are made at the employer’s discretion.

i. After 6 months 1 month full pay
ii. Up to 2 years service 2 months full pay + 2 months half pay
iii. Up to 10 years service 4 months full pay + 4 months half pay
iv. Over 10 years service 6 months full pay + 6 months half pay

Staff who work part-time will receive sick pay on a pro-rata basis.

Option Two

During any period of sickness ________________ [for example, 15 days] over a rolling year you will be paid at your full salary less any SSP due, thereafter payment is at the discretion of your employer.
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

The procedure can be provided as a separate document. An example is provided at Appendix 8.7.

+Equal Opportunity

The procedure can be provided as a separate document. An example is provided at Appendix 2.1.

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.

8.7 Disclosure

The Rehabilitation of Offenders Act 1974 states that certain offences may be considered as ‘spent’ after set periods of time and may be disregarded. Ex-offenders are not required to disclose their spent convictions. 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 adverts and job descriptions for such posts must specify the need for a satisfactory enhanced 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.

For those posts that meet the definition of ‘Regulated Activity’, the check should include a check of whether the individual is barred. In practice this means ticking box 64/65. Further guidance on regulated activity provided by Due Diligence Checking Ltd is available on their website www.ddc.uk.net/help-advice/what-is-regulated-activity.

Once a conditional offer of such a post has been made, arrangements should be made for a Disclosure application to be prepared. Detailed information about the application process is contained in the Practice Guidance on carrying out Disclosure and Barring Service (DBS) checks as part of Safer Recruitment for England and Wales – August 2015 http://www.methodist.org.uk/ministers-and-office-holders/safeguarding/methodist-safeguarding-policy/safeguarding-policy-procedures-and-guidance.

The DBS charge is £40 (since 1 October 2019) to process an Enhanced Disclosure & Barring Service Disclosure if the position applied for is a paid role. It would be reasonable to reimburse the member of staff for this expense.

There is no fee to pay to the DBS for an Enhanced Disclosure Check if you work as a volunteer with children or vulnerable adults.

Adverse information contained in a disclosure does not necessarily act as a bar to employment. The disclosure may contain details of spent convictions irrelevant to employment with children or vulnerable adults, and care must be taken not to treat an adverse entry on a disclosure as an automatic bar to employment. Any disclosure that contains information (known as a ‘blemished disclosure’) is sent to the Connexional Safeguarding Team for assessment.

Due Diligence Checking Ltd (DDC) will also provide guidance on the completion of enhanced disclosure applications. Information and guidance is also available on the DDC website at www.ddc.uk.net.

A potential employee must not start working until notification from either DDC, the Registered Body (in the case of clear disclosures) or the Connexional Safeguarding Team (in the case of blemished disclosures) that this is approved.

**Additional Information:**

**DBS applications for appointments in England and Wales and PVG applications for appointments in Scotland can be processed via:**
Due Diligence Checking Ltd,
Melton Gate House,
1282a Melton Road,
Syston,
Leicester, LE7 2HD

Telephone: 0845 644 3298 or 01162 603055
Email: contact@ddc.uk.net
www.ddc.uk.net
Methodist Church Safeguarding webpage


You may wish to consult the District Safeguarding Officer.
DSO contact details can be found on the following safeguarding webpage:

For Disclosure in Scotland see also information from CRBS (the Central Registered Body in Scotland)  http://www.crbs.org.uk

8.8 Pre Employment Checks

Pre-employment checks include
i) ensuring the new employee has the right to work in the UK.
ii) obtaining DBS clearance from DDC (see 8.7 for details) or the Connexional Safeguarding Team and iii) taking up references.

The Immigration Asylum and Nationality Act 2006 requires employers to carry out some document checks on each person they intend to employ to prove that they have the right to work in the UK.

Home Office has published ‘An employer’s guide to right to work checks’ which explains what employers must do to prevent illegal working in the UK and how to carry out document checks on people before employing them to make sure they are allowed to work. This guidance can be downloaded from the Home Office website: www.gov.uk/government/publications/right-to-work-checks-employers-guide.

Employers’ responsibilities for avoiding illegal employment
It is a criminal offence to knowingly employ a person who requires, but lacks, immigration permission to be in that role. There is a maximum prison sentence of two years and an unlimited fine for employers caught in breach. In practice, this is aimed at employers who deliberately flout the law in order to exploit vulnerable employees and undercut legal competitors. The merely careless or negligent will, generally, be dealt with through a civil penalty. Employers who hire illegal immigrants can be fined £10,000 per illegal worker.

Employers have to check and copy specific original documentation to obtain a ‘statutory excuse’ in respect of any new employees who may turn out not to have permission to work. The government has issued guidance which sets out when checks must be made, what employers need to do, including tips on how to check authenticity, and what to photocopy and retain (see useful contacts section below).
Checks must be completed before employment begins, and re-checking is also required for employees with time-limited immigration status.

Employers, who try to avoid prosecution by refusing to consider for a job anyone who looks or sounds foreign, are likely to be in contravention of the Equality Act 2010.

Any checks that are made should be done in a non-discriminatory manner in accordance with the government guidance. The guidance recommends that all job applicants should be treated in the same way.

Steps 1 – 3 below describe the document checking process for every new prospective employee. Full guidance is provided in ‘An employer’s guide to right to work checks’ available from the Home Office website:

Step 1
In order to comply with the Immigration Asylum and Nationality Act, all candidates/applicants should be asked to bring the following documents to their interview so that copies of them can be taken and certified.

The documents you may accept from a person to demonstrate their right to work are set out in two lists – List A and List B. You must obtain an original document or document combination specified in one of these lists in order to comply with step 1 of the 3-step check.

List A contains the range of documents you may accept for a person who has a permanent right to work in the UK. If you conduct the right to work checks correctly before employment begins, you will establish a continuous statutory excuse for the duration of that person’s employment with you. You do not have to conduct any further checks on this individual.

<table>
<thead>
<tr>
<th>Acceptable documents to establish a continuous statutory excuse</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. A passport showing the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK.</td>
</tr>
<tr>
<td>2. A passport or national identity card showing the holder, or a person named in the passport as the child of the holder, is a national of a European Economic Area country or Switzerland.</td>
</tr>
<tr>
<td>3. A Registration Certificate or Document Certifying Permanent Residence issued by the Home Office to a national of a European Economic Area country or Switzerland.</td>
</tr>
<tr>
<td>4. A Permanent Residence Card issued by the Home Office to the family member of a national of a European Economic Area country or Switzerland.</td>
</tr>
<tr>
<td>5. A current Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.</td>
</tr>
<tr>
<td>6. A current passport endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.</td>
</tr>
<tr>
<td>7. A current Immigration Status Document issued by the Home Office to the holder with an endorsement indicating that the named person is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK, together with an official document giving the person’s permanent National Insurance number and their name issued by a Government agency or a previous employer.</td>
</tr>
</tbody>
</table>
### Section 8: Recruitment Stage 5 – Making an Offer of Employment

<table>
<thead>
<tr>
<th>Para(s): 8.8-8.8</th>
<th>Page 12 of 15</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8.</strong> A full birth or adoption certificate issued in the UK which includes the name(s) of at least one of the holder’s parents or adoptive parents, together with an official document giving the person’s permanent National Insurance number and their name issued by a Government agency or a previous employer.</td>
<td></td>
</tr>
<tr>
<td><strong>9.</strong> A birth or adoption certificate issued in the Channel Islands, the Isle of Man or Ireland, together with an official document giving the person’s permanent National Insurance number and their name issued by a Government agency or a previous employer.</td>
<td></td>
</tr>
<tr>
<td><strong>10.</strong> A certificate of registration or naturalisation as a British citizen, together with an official document giving the person’s permanent National Insurance number and their name issued</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 8: RECRUITMENT STAGE 5 – MAKING AN OFFER OF EMPLOYMENT

List B contains a range of documents you may accept for a person who has a temporary right to work in the UK. If you conduct the right to work checks correctly you will establish a time-limited statutory excuse. You will be required to conduct a follow-up check in order to retain your statutory excuse. This should be undertaken in the same way as the original check.

<table>
<thead>
<tr>
<th><strong>List B</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Group 1 – Documents where a time-limited statutory excuse lasts until the expiry date of leave</strong></td>
</tr>
<tr>
<td>1. A current passport endorsed to show that the holder is allowed to stay in the UK and is currently allowed to do the type of work in question. 2. A current Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder which indicates that the named person can currently stay in the UK and is allowed to do the work in question. 3. A current Residence Card (including an Accession Residence Card or a Derivative Residence Card) issued by the Home Office to a non-European Economic Area national who is a family member of a national of a European Economic Area country or Switzerland or who has a derivative right of residence. 4. A current Immigration Status Document containing a photograph issued by the Home Office to the holder with a valid endorsement indicating that the named person may stay in the UK, and is allowed to do the type of work in question, together with an official document giving the person’s permanent National Insurance number and their name issued by a Government agency or a previous employer.</td>
</tr>
<tr>
<td><strong>Group 2 – Documents where a time-limited statutory excuse lasts for 6 months</strong></td>
</tr>
<tr>
<td>1. A Certificate of Application issued by the Home Office under regulation 17(3) or 18A (2) of the Immigration (European Economic Area) Regulations 2006, to a family member of a national of a European Economic Area country or Switzerland stating that the holder is permitted to take employment which is less than 6 months old together with a Positive Verification Notice from the Home Office Employer Checking Service. 2. An Application Registration Card issued by the Home Office stating that the holder is permitted to take the employment in question, together with a Positive Verification Notice from the Home Office Employer Checking Service. 3. A Positive Verification Notice issued by the Home Office Employer Checking Service to the employer or prospective employer, which indicates that the named person may stay in the UK and is permitted to do the work in question.</td>
</tr>
</tbody>
</table>

**Step 2**

You are required to check the validity of the documents and be satisfied that the prospective, or existing employee, is the rightful holder of the documents they present.
- checking any photographs contained in the documentation (if available) – to ensure consistent with the appearance of the individual;
- check the date of birth listed, where available, to ensure that these are consistent across documents and that you are satisfied that these correspond with the appearance of the individual;
- check that the expiry date of any limited leave to enter or remain in the UK have not passed;
- check any UK Government endorsements (stamps, visas, etc.) to see if the individual is able to do the type of work on offer; be satisfied that the documents are genuine, have not been tampered with, and belong to the holder;
- if the prospective or current employee provides two documents which have different names, ask them for a further document to explain the reason for this. The further
document could be a marriage certificate, a divorce decree, a deed poll document or statutory declaration.

**Step 3**

Make sure you keep a photocopy of the documents shown to you as evidence. A black and white copy of the relevant page or pages of the document, in a format which cannot be subsequently altered, needs to be made (for example, a photocopy or scan or PDF file). In the case of a passport or other travel document, the following parts must be photocopied or scanned:

- a copy should be taken of the document’s front cover and any page containing the holder’s personal details. In particular, any page that provides details of nationality, his or her photograph, date of birth, signature, date of expiry or biometric details;
- any page containing UK Government endorsements, noting the date of expiry and any relevant UK immigration endorsement which allows the prospective or current employee to do the type of work on offer;
- other documents should be copied in their entirety.
- All copies should be dated and signed to confirm that the original has been seen.

A record should be kept of every document copied and these should be stored on the individual’s personnel file for the duration of the individual’s employment. Under the regulations, it is the employer’s responsibility to ensure the right to work documentation remains valid throughout the employment and, if not, the employer must obtain and certify the current right to work document (e.g. passport/residence card).

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 or via email employerchecking@ukba.gsi.gov.uk

**The legal framework**

**Those entitled to work in the UK**

In terms of their freedom to enter the UK and work, there are several broad categories of overseas nationals:

- **Citizens of any country in the European Economic Area (EEA),** with the exception of Croatian citizens, are entitled to work in the UK without special permission. The EEA consists of the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romani, Slovakia, Slovenia, Spain, Sweden.

(Croatia joined the EU on 1 July 2013. From that date, citizens of Croatia have the right to travel throughout the EU but restrictions are in place on employed work for Croatian workers. EU member states may regulate Croatian’s access to their labour markets for up to five years from the date of Croatia’s accession to the EU (i.e. to 30 June 2018). This restriction may be extended for a further two years (ie to 30 June 2020) if the labour market would otherwise be adversely affected.)

Note: There is no immediate change to employment legislation as a consequence of the referendum vote on Brexit. Further down the line the ability of EU nationals to stay in UK beyond Brexit will depend on the agreement between the UK and the EU.
• Those admitted to the UK with temporary permission as students or participants in short-term employment including exchange schemes, or for training or work experience.
• Those admitted to work in the UK in certain sectors on a ‘permit free’ basis, but still requiring specific and time-limited permission.
• Those requiring full employment-based permission to work in the UK.

The points-based system
Since February 2008, a points-based system has been in place to assess people wanting to come to work in the UK. The criteria are adjusted from time to time, so it is essential to check the latest information (see Useful contacts section below).

There are five tiers within the points-based system:
• Tier 1 - Highly skilled
• Tier 2 - Skilled
• Tier 3 - Low skilled *(currently suspended)*
• Tier 4 - Students
• Tier 5 - Temporary workers (including holiday workers).

Sponsorship by an employer is essential for Tiers 2-5. Those in Tier 1 who meet the points requirement are allowed to come to the UK to seek work or to pursue self employment opportunities.

**Only employers registered with, and licensed by, the Home Office are permitted to issue a Certificate of Sponsorship (CoS) to a named individual,** who must then apply for permission to enter the UK. The employer must have undertaken a strict verification exercise in order to issue a Certificate of Sponsorship.

Useful contacts
• Border and Immigration Agency’s Employer’s Helpline: Tele: 0845 010 6677
• Sponsorship and Employer’s Helpline: Tel: +44 (0) 300 123 4699
• Home Office UK Border Agency - Information for employers and sponsors
• Business Link - Check the eligibility of your migrant workers [interactive online tool]
• Home Office UK Border Agency - Working in the UK
• HM Revenue & Customs – Coming to work in the UK

*Last Date Modified:* April 2020
Offer of Appointment (Written Statement to Follow)

Offer of Appointment
Church/Circuit/District:

PRIVATE AND CONFIDENTIAL

[Full Name]
[Address Line 1]
[Address Line 2]
[Address Line 3]
[Address Line 4]
[Postcode]

[Date]

Dear [First name]

POST OF [JOB TITLE]

My colleagues and I would like to thank you for your application for the above post and for attending the interview on ___________. It is my pleasure to congratulate you and formally offer you the post.

I understand my colleague, __________ has already made you a verbal offer of this post and I am now pleased to be able to send you this formal letter of appointment.

We look forward to you commencing work at ________________ at _____________ on ____________ and on arrival please report to ________________ or ________________ in the ________________.

The appointment is made subject to the following terms and conditions:

1. The receipt of satisfactory references. (These have already been obtained.)

2. The receipt of a satisfactory medical report. Please find enclosed a medical questionnaire for your completion and return in the confidential stamped addressed envelope provided.

3. Confirmation of your authorisation to work in the UK as required by the Immigration Asylum and Nationality Act 2006. Please provide your passport to confirm that you are a British citizen or have the right to work in the UK. If this is not available please contact ________________ to obtain details of the combination of documents that will be accepted.
Where applicable (for those working in a ‘regulated activity’ ie with children or vulnerable adults) add:


5. Your annual salary as at ______________ will be £________, including Inner London Allowance. Your salary will be paid weekly/monthly by cash/cheque/bank credit transfer, in advance/arrears, (if monthly) on the ______ of the month.

6. Satisfactory completion of an initial probationary period of up to three months duration.

7. (7a) The appointment is for a fixed term and will terminate on ______________ [Give details]. The reason for the fixed term is _____________________________ [Give details as stated in Section 7: Page 5, point 11].

   (7b) The employment is dependent upon continued funding for the post from grants and/or other sources.

8. Normal working hours are _____ hours per week, to be worked from _____ to _____ with _____ for lunch, as agreed by your supervisor. Flexibility in working hours may be required from time to time to meet the requirements of this post. Payment for overtime is not made but staff are entitled to time off in lieu by agreement.

9. Where the contract of employment is terminated by your employer you are entitled to the following notice:-

   One week after one month’s continuous employment.

   Thereafter one week’s notice for every completed year of service up to a maximum of twelve weeks.

If you wish to terminate your employment, you are required to give one week’s notice after one month’s continuous employment.

If you wish to accept the appointment on the terms and conditions set out in this letter, please sign and return the attached copy as soon as possible. You should retain the second copy for your records.

After you have commenced employment you will be given a full copy of your Statement of Terms and Conditions of Employment which will provide details of the Grievance Procedure and Disciplinary Procedure and other information.

Please ensure you bring your P45 and bank/building society details with you on your first day.

I very much hope that you will enjoy your period of service in this post.

With every good wish.

Yours sincerely,
[Name]
[Job Title]
Cc:  
Enc:

POST OF ............................................................................................................................................................

I hereby accept the appointment on the terms and conditions as set out above.

Signed ............................................................................................................................... Date..................................................

My bank/building society details are as follows:

<table>
<thead>
<tr>
<th>Name of bank/building Society</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of branch</td>
<td></td>
</tr>
<tr>
<td>Account name</td>
<td></td>
</tr>
<tr>
<td>Sort code</td>
<td>–</td>
</tr>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Building society account number</td>
<td></td>
</tr>
</tbody>
</table>

Date modified: 7 March 2017
Offer of Appointment (With Written Statement)

Offer of Appointment

Church/Circuit/District:

PRIVATE AND CONFIDENTIAL
[Full Name]
[Address Line 1]
[Address Line 2]
[Address Line 3]
[Address Line 4]
[Postcode]

[Date]

Dear [First name]

POST OF [JOB TITLE]

My colleagues would like to thank you for your application for the above post and for attending the interview on _________________ (date). It is my pleasure to congratulate you on your success and formally offer you the post.

The offer of appointment is made subject to the following terms and conditions:

1. The receipt of satisfactory references. (These have already been obtained.)

2. The receipt of a satisfactory medical report. Please find enclosed a medical questionnaire for your completion and return in the confidential stamped addressed envelope provided.

3. Confirmation of your authorisation to work in the UK as required by the Immigration Asylum and Nationality Act 2006. Please provide your passport to confirm that you are a British citizen or have the right to work in the UK. If this is not available please contact _________________ to obtain details of the combination of documents that will be accepted.

4. Where applicable (for those working in a ‘regulated activity’ ie with children or vulnerable adults) add:
   A satisfactory Enhanced Disclosure from the Disclosure and Barring Service (DBS).

5. Satisfactory completion of an initial probationary period of up to three months duration.
APPENDIX 8.2: OFFER OF APPOINTMENT (WITH WRITTEN STATEMENT)

6. (6a) The appointment is for a fixed term and will terminate on ________________ [Give details] The reason for the fixed term is ________________________________ [Give details as stated in Section 7: Page 5, point 11].

OR

(6b) The employment is dependent upon continued funding for the post from grants and/or other sources.

I enclose two copies of the Written Statement of Terms and Conditions of Employment. If you wish to accept the appointment on the terms and conditions as set out in the statement, please sign and return one copy of the Statement to me. You should retain the second copy for your own records.

I very much hope you will enjoy your period of service in this post. Please ensure you bring your P45 and bank/building society details with you on your first day.

With every good wish.

Yours sincerely,

Name
Job Title

Cc:
Enc:

POST OF ..................................................................................................................

I hereby accept the appointment on the terms and conditions as set out above.

Signed ................................................................. Date.................................
My bank/building society details are as follows:

<table>
<thead>
<tr>
<th>Name of bank/building Society</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of branch</td>
<td></td>
</tr>
<tr>
<td>Account name</td>
<td></td>
</tr>
<tr>
<td>Sort code</td>
<td>–  –  –</td>
</tr>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Building society account number</td>
<td></td>
</tr>
</tbody>
</table>

Date modified: 7 March 2017
Written Statement of Terms and Conditions of employment (minimum)

**TEXT IN BLUE FONT SHOULD BE ADJUSTED FOR EACH EMPLOYEE.**

**TEXT IN RED FONT IS FOR EMPLOYER GUIDANCE AND SHOULD BE REMOVED BEFORE ISSUING TO EMPLOYEE.**

The Methodist Church

**WRITTEN STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT**

1. **Parties to the Contract of Employment:**

   **EMPLOYER:** _________________ Church/Circuit/District

   **EMPLOYEE:** ______________________________________

   Date from which these details are current: _________________ *(Today’s Date)*

2. **Date of commencement of employment in this post:** _________________

*Fixed Term Contract Clause - Delete as appropriate*

[1] The contract is for a fixed term _________________ *(State reason for Fixed Term Contract i.e. Cover staff absence (sickness), Temporary funding, Temporary project, Secondment)* and will either end on _________________ *(Contract End Date).* It may be terminated at any time before its expiry by either party in accordance with your entitlements as set out in section 16 of this statement ‘Ending the Employment’.

[2] Your employment is on a temporary basis _________________ *(state reason for temporary contract)* and is expected to end not later than _________________

[3] ‘This contract will be for a fixed term of _____ *(number of months)* months to cover a period of maternity leave.

This means that this contract will end either on _____ *(contract end date)* or when the absent employee returns from maternity leave or in accordance with your entitlements as set out in section 16 of this statement ‘Ending the Employment’.
3. **Continuous Employment**

   Your continuous employment, taking into account any service with ________ and with any previous employer which counts, began on ________ *(Date)*

   No employment with any previous employer counts as continuous service.

4. **Post title:** ________________ *(Job Title)*

   **Place of work:** ________________ *(Full Business Address)*

   In this employment your duties may require you to work at various locations. When considered necessary or appropriate by your Employer your job description may from time to time be amended and in addition to the duties set out in it you may be required to undertake such other reasonable duties within your skill and competence and consistent with your post title.

   The Line manager/Supervisor referred to in this Statement means ________ *(Line manager/Supervisor Post Title)* or any other post holder as may from time to time be notified to you by or on behalf of your Employer.

5. **Probationary Period:**

   Confirmation of your appointment is subject to the satisfactory completion of a period of probationary service normally *three* months. During your probationary service you will be expected to establish your suitability for the post. This period of probationary service may be extended if your Line manager/Supervisor feels that for any reason you have not achieved a satisfactory level, but have the potential to do so.

   *NB: For a more senior or specialist post, a 6-month probationary period may be considered more appropriate. If so, please include an interim review at 3 months.*

6. **Remuneration:**

   Your rate of pay is £____________________ per hour/ week/month/annum.

   You are paid in advance/arrears at____________________ intervals by cheque/bank transfer.

   If you have any queries about your salary these should be raised in the first instance with your Line manager/Supervisor.

7. **Hours of Work:**

   Your normal hours of work are ________________ *(times)______________ *(days)*

   or 9.00 am to 5.00pm Monday to Friday.

   If you are required and willing to work hours in excess of your normal working week, you will be entitled to take time off in lieu on an equal time basis, as agreed with your Line manager/Supervisor.
8. Working Time Regulations:
It is not intended that you will normally work more than forty-eight hours in any one week. You should collaborate with your employer in this regard to ensure that these hours are not exceeded.

9. **Pension:**
Pension provision is offered to lay employees to a defined contribution Scheme determined by your employer in accordance with the current employer pension duties and other provisions of the Pensions Act 2008.

*Depending on the category your employee falls under; choose either Option 1 or 2: (*Earning figures as at April 2016, it is anticipated that these figures will change with each new financial year).

**Option 1:** For Eligible job holders who will be automatically enrolled – are aged at least 22 but below the state pension age; and earn above *£10,000 per year.

For Eligible job holders that are lay employees who fall under the Resolution passed by the Methodist Conference of 199 (Section 2.1) and as clarified in the paper Pension provision for lay employees in Districts, Circuits or Churches, an option of a pension contribution of 6% of salary is offered by the employing body provided 6% is paid by the lay employee as a special term of employment of lay employees under Standing Order 438A (3) (iiA).

You will be automatically enrolled in the __________________________(name of Pension Scheme) Pension Scheme.

Further details of the scheme will be given to you when you are enrolled, including the contributions that you will be required to make during your membership and your right to opt out if you do not want to be a member of the scheme. While participating in the scheme, you agree to workplace pension contributions being deducted from your salary.

**Option 2:**
For Non-eligible job holders who can choose to opt in - are aged 16 to 74 and earn over *£5,824 up to *£10,000 per year or aged 16 to 21 or state pension age to 74 and earn above *£10,000 per year.
OR
For Entitled worker who are entitled to join - are aged 16 to 74, and earn *£5,824 or less per year.
OR
For non-eligible job holders that are lay employees who fall under the Resolution passed by the Methodist Conference of 1999 (Section 2.1) and as clarified in the paper Pension provision for lay employees in Districts, Circuits or Churches, an option of a pension contribution of 6% of salary by the employing body provided 6% is paid by the
lay employee is offered as a special term of employment of lay employees under Standing Order 438A (3) (iiA) regardless of the salary level.

You will not be automatically enrolled into, but you are eligible to join the _____________ (name of Pension Scheme) Pension Scheme.

More information on the pension scheme, and how to join, can be found on the _____________ (state where to find information i.e. pension scheme provider website). If you do join the scheme, you agree to workplace pension contributions being deducted from your salary.

10. Annual Leave Entitlement:
   (a) The holiday year runs from 1st January to the following 31st December each year.
   (b) Your holiday entitlement is 28 days (including Public Holidays)
       or
       20 days (plus 8 Public Holidays). You are entitled to be paid for the following public holidays (New Year’s Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Summer Bank Holiday, Christmas Day and Boxing Day) provided those public holidays falls on a normal working day
   (c) Part-time employees’ leave entitlement is pro-rata to the full-time entitlement.
   (d) Your holiday entitlement is to be taken in the holiday year in which it has accrued, unless it has been deferred by agreement with your Line manager/Supervisor.
   (e) Your holidays must be agreed with your Line manager/Supervisor as early as possible and at least one month in advance.
   (f) Holiday not taken by [31 December] may not be carried forward to the following holiday year without the organisation's written permission. Payment will not be made for holiday not taken.

   OR

   (g) A maximum of [five] days may be carried forward with the organisation's written permission. Where holiday has been carried forward into one holiday year, holiday [may not be carried forward into the subsequent holiday year/must be used within [three] months of that year]. Payment will not be made for holiday not taken within this period.

   (h) On termination of employment you may be required to take annual leave during the period of notice. You will be paid for any holiday that has accrued but which it has not been possible to take prior to the effective date of termination. You will be required to refund any salary paid in respect of holiday taken in excess of that which has accrued by the effective date of termination.

11. Compassionate Leave:
    If you suffer bereavement of a close relative you may be granted compassionate leave. You should discuss the circumstances with your Line Manager/Supervisor in the first instance. Your Line Manager/Supervisor may similarly grant compassionate leave in other appropriate cases.
12. Maternity, Paternity, Adoption and Parental Rights:
The Church/Circuit/District will comply with its statutory obligations with respect to maternity, paternity, adoption and parental rights.

The Employer’s policies in this regards are available on request from your Line Manager/Supervisor.

13. Sickness absence:
If you are unable to attend work owing to sickness or injury, you must comply with the following procedures. Payment of sick pay and/or statutory sick pay will be made only where such procedures have been followed:

- On your first day of absence, you must contact your Line Manager/Supervisor as soon as possible (preferably at the start of your normal working day) to notify him/her of your absence, the reason for the absence and if possible to indicate when you hope to return to work.
- If your sickness absence is for seven days or less, on the first day of your return to work, you must obtain, complete and sign a self-certification form and forward it to your Line Manager/Supervisor. Self-certification form may be obtained from your Line Manager/Supervisor.
- On the first day of your return to work you should report to your Line Manager/Supervisor, or, if your Line Manager/Supervisor is unavailable, the most senior member of staff present, and explain in full the reason for your absence. If you have not already completed a self-certification form for the first seven days of absence, you will then be required to complete a self-certification form.
- If sickness absence continues for eight days or longer, you must obtain a medical certificate from your doctor for the remainder of the absence and forward this to your line manager immediately. Further certificates must be submitted to cover each week for as long as the illness lasts.
- In cases of repeated absences for whatever reason, your Employer reserves the right to request medical evidence for periods of absence of less than seven days.
- If, on the medical certificate or "fit note", your doctor recommends any adjustments to your duties, hours or working conditions to facilitate your return to work, you are required to cooperate with the employer with regard to the possible implementation of such changes, notwithstanding the fact that the advice on a fit note is not binding on the employer.

Your Employer also reserves the right, when considered appropriate, to require you to attend a medical examination by a medical practitioner of your Employer’s choice.

Statutory Sick Pay
If you are absent from work by reason of sickness or injury for four or more consecutive days, you may be paid Statutory Sick Pay (S.S.P) by your Employer in accordance with the statutory provisions. S.S.P. will be treated like wages, being subject to deductions for PAYE, Income Tax, and National Insurance contributions. Qualifying days are the only days for which you can claim S.S.P. These will be days on which you would normally be required to be available for work (i.e. Monday to
Friday). The first three qualifying days of sickness are waiting days for which S. S. P. is not payable. Qualifying days only include days on which you would normally work. It is a condition of payment of S.S.P. that you comply with the notification and certification procedure set out above.

**Occupational Sick Pay (If provided)**

Choose either Option 1 or 2:

**Option 1**

A Lay Employee who is absent from work by reason of ill health will be entitled to receive up to occupational sick pay, less any statutory sick pay entitlement, for the following periods. The period should be considered in terms of a rolling year. Extensions of sick pay are made at the employer’s discretion.

i. After 6 months up to 1 year 1 month full pay

ii. 1 year to 2 years service 2 months full pay + 2 months half pay

iii. 2 years to 10 years service 4 months full pay + 4 months half pay

iv. After 10 years service 6 months full pay + 6 months half pay

Staff who work part-time will receive sick pay on a pro-rata basis.

**Option 2**

During any period of sickness ________________ [for example, 15 days] over a rolling year you will be paid at your full salary less any SSP due, thereafter payment is at the discretion of your employer.

14. **Medical Treatment:** Appointments for visiting the doctor, dentist etc, should, wherever possible, be made outside of working hours.

15. **Training:**

You will be required to complete training on [health and safety and data protection].

You may be required to complete additional training at the organisation’s discretion and will be paid at your normal rate of pay for any compulsory training you undertake.

You will not be paid for undertaking the following training: [details of any other training that the employer requires the individual to complete that it will not bear the cost of].

16. **Ending the employment:**

Where the contract of employment is terminated by your employer you are entitled to receive the following notice:-

(a) One week after one month’s continuous employment.

(b) Thereafter one week’s notice for every completed year of service up to a maximum of twelve weeks.
If you wish to terminate your employment, you are required to give one week’s notice after one month’s continuous employment.

Your employment may be terminated by your Employer without notice or payment in lieu of notice if you are guilty of gross default or misconduct or conduct which in the opinion of your Employer demonstrably brings you, your Employer or the Methodist Church into disrepute.

17. Confidentiality:
In the course of your employment you may have access to and be entrusted with information in respect of the administrative, business and financial affairs of the Church, and of the personal affairs of individuals, all of which information is or may be confidential. You will not (except in the proper course of your duties) during or after the period of your employment divulge to any person whatsoever or otherwise make use of any such confidential information.

18. Disciplinary Procedure:
The Disciplinary Procedure is set out in the Disciplinary Procedure document attached to this Written Statement.

19. Grievance Procedure:
If you have a grievance relating to your employment or the terms and conditions relating to that employment you should raise the matter initially with your Line Manager/Supervisor or the member of staff to whom you normally report in accordance with the Grievance Procedure, which is attached to this Written Statement.

20. Health and Safety Procedure:
The Health and Safety policy is attached to this Written Statement.

21. Equality, Diversity and Inclusion Policy:
The policy in respect of Equality, Diversity and Inclusion in employment is attached to this Written Statement.

22. Changes in Terms and Conditions:
Your Employer may seek to vary the terms and conditions of your Employment. These will not be amended unreasonably or without consultation with you. Any changes in your terms and conditions of employment will be confirmed to you within one month of the change(s) taking effect, by personal written notification.

23. Statements of Policy:
You are required to comply with any statement of policy published to you by your Employer from time to time.
Signed on behalf of ____________________________ (Employer)

Designation ____________________________ (Job Title)

Signed by: ............................................................... Date: ...........................................................

I have received and read the Terms and Conditions of Employment and accept that these form part of any contract with the Organisation. I acknowledge receipt of the attached appendices:

Disciplinary Procedure
Grievance Procedure
Health and Safety at Work Policy
Equality, Diversity & Inclusion Policy

Signed by: ........................................................................... Date: ..............................................

(Name of Employee)

Last Date Modified: March 2020
WRITTEN STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

1. Parties to the Contract of Employment:
   EMPLOYER: ___________________________ Church/Circuit/District
   EMPLOYEE: ____________________________________________

   Date from which these details are current: ___________________(Today’s Date)

2. Date of commencement of employment in this post: ________________________

   Fixed Term Contract Clause - Delete as appropriate

   [1] The contract is for a fixed term __________________________ (State reason for Fixed
   Term Contract i.e. Cover staff absence (sickness), Temporary funding, Temporary
   project, Secondment) and will either end on ________________ (Contract End Date). It
   may be terminated at any time before its expiry by either party in accordance with
   your entitlements as set out in section 17 of this statement ‘Ending the
   Employment’.

   [2] Your employment is on a temporary basis ______________________ (state reason
   for temporary contract) and is expected to end not later than ____________

   [3] This contract will be for a fixed term of _____ (number of months) months to
   cover a period of maternity leave.

   This means that this contract will end either on _____ (contract end date) or when
   the absent employee returns from maternity leave or in accordance with your
   entitlements as set out in section 17 of this statement ‘Ending the Employment’.

3. Continuous Employment

   Your continuous employment, taking into account any service with __________ and with
   any previous employer which counts, began on __________(Date)

The Methodist Church | Appendix | Template Written Statement of Terms and Conditions of Employment (full)
No employment with any previous employer counts as continuous service.

4. **Post title:** ____________________ *(Job Title)*

   **Place of work:** ____________________ *(Full Business Address)*

In this employment your duties may require you to work at various locations. When considered necessary or appropriate by your Employer your job description may from time to time be amended and in addition to the duties set out in it you may be required to undertake such other reasonable duties within your skill and competence and consistent with your post title.

The **Line manager/Supervisor** referred to in this Statement means ________ *(Line Manager/Supervisor Post Title)* or any other post holder as may from time to time be notified to you by or on behalf of your Employer.

5. **Probationary Period:**

   Confirmation of your appointment is subject to the satisfactory completion of a period of probationary service normally of *three* months. During your probationary service you will be expected to establish your suitability for the post. This period of probationary service may be extended if your **Line manager/Supervisor** feels that for any reason you have not achieved a satisfactory level, but have the potential to do so.

   *NB: For a more senior or specialist post, a 6 month probationary period may be considered more appropriate. If so, please include an interim review at 3 months.*

6. **Remuneration:**

   Your rate of pay is £___________ per hour/ week/month/annum.

   Salaries are reviewed annually to take effect from ________________ each year.

   Salaries are paid **weekly/monthly** by cheque/bank transfer.

   If monthly on the ________ *(e.g. 15th)* day of the month and if weekly at the end of each week. Your pay advice will show your basic rate of pay, any deductions for Income Tax, National Insurance, Pension Scheme, and the amount of Net Pay.

   If you have any queries about your salary these should be raised in the first instance with your **Line Manager/Supervisor**.

   You will be reimbursed for all agreed expenses necessarily incurred in the performance of your duties.

7. **Hours of Work:**

   Your normal hours of work are ______________ (times) ________________ (days)

   or 9.00 am to 5.00pm Monday to Friday.
8. Working Time Regulations:
It is not intended that you will normally work more than forty-eight hours in any one week. You should collaborate with your employer in this regard to ensure that these hours are not exceeded.

9. **Overtime:
   Delete as appropriate

   Overtime is not payable. If you are required and willing to work hours in excess of your normal working week, you will be entitled to take time off in lieu on an equal time basis, as agreed with your Line Manager/Supervisor.

   Overtime is payable at the rate of £__________ per hour. It will not be paid unless agreed beforehand with your Line Manager/Supervisor.

10. **Pension:

    Pension provision is offered to lay employees to a defined contribution Scheme determined by your employer.

    Depending on the category your employee falls under; choose either Option 1 or 2: (*Earning figures as at April 2016, it is anticipated that these figures will change with each new financial year).

    **Option 1:** For Eligible job holders who will be automatically enrolled – are aged at least 22 but below the state pension age; and earn above *£10,000 per year.

    For Eligible job holders that are lay employees who fall under the Resolution passed by the Methodist Conference of 199 (Section 2.1) and as clarified in the paper Pension provision for lay employees in Districts, Circuits or Churches, an option of a pension contribution of 6% of salary is offered by the employing body provided 6% is paid by the lay employee as a special term of employment of lay employees under Standing Order 438A (3) (iiA).

    You will be automatically enrolled in the ________________(name of Pension Scheme) Pension Scheme.

    Further details of the scheme will be given to you when you are enrolled, including the contributions that you will be required to make during your membership and your right to opt out if you do not want to be a member of the scheme. While participating in the scheme, you agree to workplace pension contributions being deducted from your salary.

    **Option 2:**
For Non-eligible job holders who can choose to opt in - are aged 16 to 74 and earn over *£5,824 up to *£10,000 per year or aged 16 to 21 or state pension age to 74 and earn above *£10,000 per year.

OR

For Entitled worker who are entitled to join - are aged 16 to 74, and earn *£5,824 or less per year.

OR

For non-eligible job holders that are lay employees who fall under the Resolution passed by the Methodist Conference of 1999 (Section 2.1) and as clarified in the paper Pension provision for lay employees in Districts, Circuits or Churches, an option of a pension contribution of 6% of salary by the employing body provided 6% is paid by the lay employee is offered as a special term of employment of lay employees under Standing Order 438A (3) (iiiA) regardless of the salary level.

You will not be automatically enrolled into, but you are eligible to join the ______________ (name of Pension Scheme) Pension Scheme.

More information on the pension scheme, and how to join, can be found on the ______________ (state where to find information i.e. pension scheme provider website). If you do join the scheme, you agree to workplace pension contributions being deducted from your salary.

11. Annual Leave Entitlement:
   (a) The holiday year is from 1st January to the following 31st December each year.
   (b) Your holiday entitlement is 28 days (including Public Holidays)
   OR
   20 days (plus 8 Public Holidays). You are entitled to be paid for the following public holidays (New Year’s Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Summer Bank Holiday, Christmas Day and Boxing Day) provided those public holidays fall on a normal working day.
   (c) Part-time employees’ leave entitlement is pro-rata to the full-time entitlement.
   (d) Your holiday entitlement is to be taken in the holiday year in which it has accrued, unless it has been deferred by agreement with your Line Manager/Supervisor.
   (e) Your holidays must be agreed with your Line Manager/Supervisor as early as possible and at least one month in advance.
   (f) On termination of employment you may be required to take annual leave during the period of notice. You will be paid for any holiday that has accrued but which it has not been possible to take prior to the effective date of termination. You will be required to refund any salary paid in respect of holiday taken in excess of that which has accrued by the effective date of termination.

12. Compassionate Leave:
   If you suffer bereavement of a close relative you may be granted compassionate leave. You should discuss the circumstances with your Line Manager/Supervisor in the first instance. Your Line Manager/Supervisor may similarly grant compassionate leave in other appropriate cases.
13. Maternity, Paternity, Adoption and Parental Rights:
The **Church/Circuit/District** will comply with its statutory obligations with respect to
maternity, paternity, adoption and parental rights.

The Employer’s policies in this regards are available on request from your **Line Manager/Supervisor**.

14. Sickness absence:
If you are unable to attend work owing to sickness or injury, you must comply with the
following procedures. Payment of sick pay and/or statutory sick pay will be made only
where such procedures have been followed:

- On your first day of absence, you must contact your **Line manager/Supervisor** as
  soon as possible (preferably at the start of your normal working day) to notify
  him/her of your absence, the reason for the absence and if possible to indicate
  when you hope to return to work.
- If your sickness absence is for seven days or less, on the first day of your return to
  work, you must obtain, complete and sign a self-certification form and forward it
  to your **Line manager/Supervisor**. Self-certification form may be obtained from
  your line manager.
- On the first day of your return to work you should report to your **Line Manager/Supervisor**, or, if your **Line manager/Supervisor** is unavailable, the most
  senior member of staff present, and explain in full the reason for your absence. If
  you have not already completed a self-certification form for the first seven days of
  absence, you will then be required to complete a self-certification form.
- If sickness absence continues for eight days or longer, you must obtain a medical
  certificate from your doctor for the remainder of the absence and forward this to
  your **Line manager/Supervisor** immediately. Further certificates must be
  submitted to cover each week for as long as the illness lasts.
- In cases of repeated absences for whatever reason, your Employer reserves the
  right to request medical evidence for periods of absence of less than seven days.
- If, on the medical certificate or “fit note”, your doctor recommends any
  adjustments to your duties, hours or working conditions to facilitate your return
  to work, you are required to cooperate with the employer with regards to the
  possible implementation of such changes, notwithstanding the fact that the
  advice on a fit note is not binding on the employer.

Your Employer also reserves the right, when considered appropriate, to require you to
attend a medical examination by a medical practitioner of your Employer’s choice.

**Statutory Sick Pay**
If you are absent from work by reason of sickness or injury for four or more
consecutive days, you may be paid Statutory Sick Pay (S.S.P) by your Employer in
accordance with the statutory provisions. **S.S.P.** will be treated like wages, being
subject to deductions for PAYE, Income Tax, and National Insurance contributions.
Qualifying days are the only days for which you can claim S.S.P. These will be days on
which you would normally be required to be available for work (i.e. Monday to
Friday). The first three qualifying days of sickness are waiting days for which S. S. P. is not payable. Qualifying days only include days on which you would normally work. It is a condition of payment of S.S.P. that you comply with the notification and certification procedure set out above.

**Occupational Sick Pay (if provided)**

Choose either Option 1 or 2:

**Option One**

A Lay Employee who is absent from work by reason of ill health will be entitled to receive up to occupational sick pay, less any statutory sick pay entitlement, for the following periods. The period should be considered in terms of a rolling year. Extensions of sick pay are made at the employer’s discretion.

i. After 6 months up to 1 year 1 month full pay
ii. 1 year to 2 years service 2 months full pay + 2 months half pay
iii. 2 years to 10 years service 4 months full pay + 4 months half pay
iv. After 10 years service 6 months full pay + 6 months half pay

Staff who work part-time will receive sick pay on a pro-rata basis.

**Option Two**

During any period of sickness _____________________ [for example, 15 days] over a rolling year you will be paid at your full salary less any SSP due, thereafter payment is at the discretion of your employer.

15. **Training:**

You will be required to complete training on [health and safety and data protection]. You may be required to complete additional training at the organisation’s discretion and will be paid at your normal rate of pay for any compulsory training you undertake. You will not be paid for undertaking the following training: [details of any other training that the employer requires the individual to complete that it will not bear the cost of].

16. **Medical Treatment:**

Appointments for visiting the doctor, dentist etc, should, wherever possible be made outside of working hours.

17. **Ending the employment:**

Where the contract of employment is terminated by your employer you are entitled to receive the following notice:-
(a) One week after one month’s continuous employment.
(b) Thereafter one week’s notice for every completed year of service up to a maximum of twelve weeks.

If you wish to terminate your employment, you are required to give one week’s notice after one month’s continuous employment.
Your employment may be terminated by your Employer without notice or payment in lieu of notice if you are guilty of gross default or misconduct or conduct which in the opinion of your Employer demonstrably brings you, your Employer or the Methodist Church into disrepute.

18. **Confidentiality:**
In the course of your employment you may have access to and be entrusted with information in respect of the administrative, business and financial affairs of the Church, and of the personal affairs of individuals, all of which information is or may be confidential. You will not (except in the proper course of your duties) during or after the period of your employment divulge to any person whatsoever or otherwise make use of any such confidential information.

19. **Disciplinary Procedure:**
The Disciplinary Procedure is set out in the Disciplinary Procedure document attached to this Written Statement.

20. **Grievance Procedure**
If you have a grievance relating to your employment or the terms and conditions relating to that employment you should raise the matter initially with your Line manager/Supervisor or the member of staff to whom you normally report in accordance with the Grievance Procedure, which is attached to this Written Statement.

21. **Health and Safety Procedure:**
The Health and Safety policy is attached to this Written Statement.

22. **Equality, Diversity & Inclusion Policy**
The policy in respect of Equality, Diversity & Inclusion in employment is attached to this Written Statement.

23. **Residential Arrangements**
Your work requires you to reside at ___________________________ for the better performance of your duties. You will occupy the property strictly on the terms of the Conditions of Residential Occupancy attached. Your right to occupy the property will end immediately on termination of your employment. You will be responsible for the payment of _____________________. Your Signature at the end of the Statement of the Terms and Conditions signifies that you accept these terms of occupation.

24. **Changes in Terms and Conditions:**
Your Employer may seek to vary the terms and conditions of your Employment. These will not be amended unreasonably or without consultation with you. Any changes in your terms and conditions of employment will be confirmed to you within one month of the change(s) taking effect, by personal written notification.

25. **Statements of Policy:**
You are required to comply with any statement of policy published to you by your Employer from time to time.

Signed on behalf of  ________________________________  (Employer)

Designation  ________________________________  (Job Title)

Signed by: ............................................................................. Date: ..........................................................

I have received and read the Terms and Conditions of Employment and accept that these form part of any contract with the Organisation. I acknowledge receipt of the attached appendices:

Disciplinary & Dismissal Procedure
Grievance Procedure
Health and Safety at Work Policy
Equality, Diversity and Inclusion Policy

Signed by:.............................................................................Date:..........................................................

( Name of Employee)

Last Date Modified: 26 July 2018
## DISCIPLINARY PROCEDURES OF

__[Church/Circuit/Other Employing Body]__

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Introduction</td>
</tr>
<tr>
<td>2.</td>
<td>Policy Statement</td>
</tr>
<tr>
<td>3.</td>
<td>General Principles</td>
</tr>
<tr>
<td>4.</td>
<td>Confidentiality</td>
</tr>
<tr>
<td>5.</td>
<td>Investigations</td>
</tr>
<tr>
<td>6.</td>
<td>Suspension</td>
</tr>
<tr>
<td>7.</td>
<td>Formal Disciplinary Procedure</td>
</tr>
<tr>
<td>7a.</td>
<td>Written Information</td>
</tr>
<tr>
<td>7b.</td>
<td>Disciplinary Hearing</td>
</tr>
<tr>
<td>7c.</td>
<td>Appeals</td>
</tr>
<tr>
<td>8.</td>
<td>Right to be Accompanied</td>
</tr>
<tr>
<td>9.</td>
<td>Dismissals and Disciplinary Action</td>
</tr>
<tr>
<td>9a.</td>
<td>Types of Offences</td>
</tr>
<tr>
<td>9b.</td>
<td>Disciplinary Sanctions</td>
</tr>
<tr>
<td>9c.</td>
<td>Stage One – First Written Warning</td>
</tr>
<tr>
<td>9d.</td>
<td>Stage Two – Final Written Warning</td>
</tr>
<tr>
<td>9e.</td>
<td>Stage Three – Dismissal</td>
</tr>
<tr>
<td>9f.</td>
<td>Alternative Sanctions Short of Dismissal</td>
</tr>
<tr>
<td>10.</td>
<td>Decision</td>
</tr>
</tbody>
</table>

### 1. Introduction

[Church / Circuit / Other Employing Body] requires good standards of conduct from its staff members, together with satisfactory standards of work. The purpose of the procedure is to be supportive and corrective rather than punitive and it should be recognised that the existence of procedures such as these is to help and encourage staff members to achieve and maintain standards of conduct, attendance and job performance and to ensure consistent and fair treatment for all. This procedure has been written to reflect the principles set out in the ACAS Code of Practice and Guidance Notes on Disciplinary issues.

For the purpose of this policy the term “organisation” will mean the [Church / Circuit / Other Employing Body].
APPENDIX 8.5: DISCIPLINARY AND DISMISSAL PROCEDURE

This policy applies to all lay employees who have successfully completed their probationary period. It does not apply to agency workers or self employed contractors.

However, the Complaints and Discipline process as set out in Part 11 of Standing Orders applies to all ministers regardless of the station to which they have been appointed. Further advice on specific matters should be sought from the Officer for Legal and Constitutional Practice.

This procedure does not form part of any staff members' contract and it may be amended at any time. We may also vary this procedure, including any time limits, as appropriate in any case.

2. Policy Statement

As noted above, this policy takes into account ACAS advice and best practice. It is the policy of the Methodist Council to ensure that any disciplinary or performance matter is dealt with fairly and that steps are taken to establish the facts. Staff members will not be subjected to formal disciplinary action (including dismissal) without being provided with the following:

- a written statement of the allegations;
- a hearing before any decision is reached; and
- the right to an appeal hearing

3. General Principles

Minor conduct issues can often be resolved informally between the member of staff and the Line Manager. These discussions should be held in private and without undue delay whenever there is cause for concern. In these cases an informal verbal warning may be given. (Such a warning lies outside this formal procedure, but a record should be kept of matters such as the date that it was issued, the areas of concern and required improvements).

Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the concerns). Except in cases of gross misconduct a staff member will not normally be dismissed for a first act of misconduct.

Staff will normally be given a warning and an opportunity to improve. Any steps under this procedure should be taken promptly unless there is a good reason for delay. Management may vary any time limits set out in this procedure if it is reasonable to do so and if this is the case the member of staff’s agreement will normally be sought.

Should this agreement be withheld it may be necessary to proceed without this, where Management considers that there is a justified reason to do so. It is often good practice to
APPENDIX 8.5: DISCIPLINARY AND DISMISSAL PROCEDURE

appoint a person to investigate any disciplinary concerns impartially (the ‘Investigating Officer’), and designate a person to manage the disciplinary process (the ‘case manager’).

If a member of staff has difficulty at any stage of the procedure because of a disability, they should discuss the situation with their line manager as soon as possible so that any reasonable adjustments can be identified and made.

In some situations a staff member subject to this procedure may offer their resignation at a point before or during the proceedings. Management will consider these offers on a case by case basis. In situations where there is evidence of criminal activity or there is a safeguarding issue, Management may proceed with the disciplinary procedure in any event.

4. Confidentiality

The aim during an investigation or disciplinary procedure is to deal with matters sensitively and with due respect for the privacy of any individuals involved, so far as this is reasonably possible.

All staff members must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter. Failure to do so could itself lead to disciplinary action.

Members of staff are not permitted to make any electronic recordings of any investigative meetings, disciplinary or appeal hearings. A representative, or any companion or witnesses who may accompany a member of staff to any meetings or hearings are also forbidden from making electronic recordings. However a note taker will be present at formal hearings in order to produce and distribute a summary of the meeting; however this will not be verbatim.

A staff member will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings, unless, in Management’s discretion, it is considered that a witness’s identity should remain confidential. This would only happen in exceptional cases where there is a risk that harm may be suffered by the witness and this risk is felt to outweigh any prejudice that may be suffered by the staff member being disciplined in the event that they are not told of the witness’s identity.

Witnesses must treat as confidential any information given to them in the course of an investigation or hearing, including the identity of any staff members under investigation.

5. Investigation

The purpose of an investigation is to establish a fair and balanced view of the facts before deciding whether to proceed with a disciplinary hearing or take informal action. The investigation will depend upon the allegations and will vary from case to case. This may involve reviewing any relevant documents, interviewing the member of staff concerned and any witnesses, taking witness statements and any other action deemed appropriate by Management to fully establish the facts of the matter.
APPENDIX 8.5: DISCIPLINARY AND DISMISSAL PROCEDURE

Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held. A staff member may bring a representative with them to the investigative meeting (see paragraph 8).

Staff Members must cooperate fully and promptly in any investigation. This will include informing Management of the names of any witnesses they consider to be relevant to the matter, disclosing any relevant documents to Management and attending any investigative interviews.

The amount and scope of investigation required will depend on the nature of the allegations and will vary from case to case.

Where a staff member’s conduct is subject to criminal investigation, charge or conviction Management will investigate the facts before deciding whether to take formal disciplinary action. We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where the staff member is unable or has been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, Management may have to take a decision based on the available evidence. A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider it to be relevant to the work undertaken by any of the individuals covered by this policy.

6. Suspension

In cases where the staff member’s continued presence in the workplace would hinder an investigation, Management may need to suspend the staff member from work while an investigation or disciplinary procedure is ongoing. The suspension will be for no longer than necessary and will be kept under review. Management will confirm the arrangements to the staff member in writing.

While suspended a member of staff should not visit any Methodist Connexional offices or contact any Methodist Council staff members, unless s/he has been authorised to do so in writing by Management. A suspended member of staff who attends or is a member of a Methodist Church must inform their manager of this when suspended in order to establish whether this attendance or membership has any bearing on the investigation.

Suspension of this kind is not a disciplinary sanction, is a neutral act, and does not imply that any decision has already been made about the case. Suspension will be on full pay.

7. Formal Disciplinary Procedure

7a. Written Information
Following any investigation, if Management considers there are grounds for disciplinary action, the staff member will be informed in writing of the allegations against him/her and the basis for those allegations. This will normally include:

- a summary of relevant information gathered during the investigation;
- documents which will be used at the disciplinary hearing; and
- witness statements which will be used at the hearing, except where a witness's identity is to be kept confidential, in which case Management will give the staff member as much information as possible while maintaining confidentiality.

7b. Disciplinary Procedure

Management will give the staff member a minimum of 5 working days notice of the date, time and place of the disciplinary hearing, and the names of those attending (unless it is necessary to protect the confidentiality of witnesses). If the staff member wishes to submit any written evidence to the hearing or call any witnesses, a copy of the written evidence and names of witnesses must be submitted to the manager who will be chairing the meeting at least 2 days before the date of the hearing.

The hearing will be chaired by a manager who has not been involved in the investigation. The investigating officer will also be present.

For cases that involve the potential dismissal of a staff member the Chair must be appointed by or on the authority of the Secretary of the Management Committee, the Secretary of the Church Council or the Minister in Pastoral Charge, in consultation with the District Lay Employment Secretary, to ensure an appropriate level of independence.

The staff member may bring a representative with him/her to the disciplinary hearing. The staff member must take all reasonable steps to attend the hearing. If the staff member or their representative cannot attend at the time specified s/he should inform Management immediately and an alternative time may be agreed. If it is not possible to arrange a mutually convenient alternative time or Management is unable to contact the staff member despite making reasonable attempts to do so, the hearing may proceed in their absence. The hearing may also proceed in the staff member’s absence if it is considered that they have shown themselves to be persistently unwilling or unable to attend the hearing. The staff member may ask relevant witnesses to appear at the hearing provided that he or she gives the chair of the disciplinary meeting sufficient advance notice to arrange their attendance.

The purpose of the disciplinary hearing is to enable the Chair to consider the evidence and to enable the staff member to respond to the allegations that have been made against him/her. If the staff member has a representative, he or she may make representations to the Chair and ask questions, but should not answer questions on the staff member’s behalf. The staff member may request a short adjournment in order to confer privately with his/her
APPENDIX 8.5: DISCIPLINARY AND DISMISSAL PROCEDURE

representative at any time during the hearing. The process to be followed at the hearing is as follows:

- The Chair opens the proceedings by introducing all parties and reading out the disciplinary charges to be considered.
- The Chair begins by presenting the case, using evidence previously submitted and calling witnesses as appropriate.
- The staff member and his/her representative respond to the alleged charges calling witnesses as appropriate. Both the Chair and the staff member may ask questions of the witnesses.
- The Chair may then ask questions of the staff member and his/her representative.
- The Chair may then sum up their case and may not present any new evidence at this point.
- The staff member may then sum up their case, and may not present any new evidence at this point.
- The Chair will withdraw from the hearing to consider the case, including the evidence which has been submitted prior to the hearing.
- The Chair may adjourn the disciplinary hearing if he or she feels that they need to carry out further investigations, such as re-interviewing witnesses in the light of any new points which the staff member has raised at the hearing. The staff member will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- The Chair of the Hearing will inform the staff member in writing of his/her decision concerning the disciplinary charges, and the sanction to be applied, together with the reasons for his/her decision. The staff member will also be informed of the right of appeal.

7c. Appeals

An appeal must be submitted in writing, to the Chair of the Secretary of the Management Committee, the Secretary of the Church Council or the Minister in pastoral charge stating the full grounds of appeal within 5 working days of the date on which the staff member (the appellant) received written notification of the decision.

Appeals may be made on the basis of the severity of the disciplinary penalty received at the hearing, or on findings of fact. It is not permissible to simply appeal because the staff member is generally unhappy with the outcome of the hearing. Rather, the staff member must set out clearly the issues s/he wishes the appeal hearing to consider i.e. Findings of fact, or the severity of the disciplinary penalty.
APPENDIX 8.5: DISCIPLINARY AND DISMISSAL PROCEDURE

The appeal hearing will be chaired by a Secretary of the Management Committee, the Secretary of the Church Council or the Minister in pastoral charge who will give the staff member written notice of the date, time and place of the appeal hearing. 5 days notice will be given of the date of the appeal hearing.

The appeal hearing will normally be conducted by a more senior manager than the person who chaired the original disciplinary hearing.

Appeals against dismissal will be heard by a nominated appeals panel of three members, chaired by the Chair of the District or their nominated representative. Nominations will be agreed by the Chair of the District. No member of the appeals panel will have had direct involvement in the specific decision being appealed. Members of the appeals panel must declare any other conflict of interest to the Chair of the District.

The staff member may bring a representative with him/her to the appeal meeting (see paragraph 8).

- The order set out below will be followed at the hearing:

- The Chair will introduce all parties

- The staff member (appellant) will present the basis for their appeal, and may use the evidence included in the appeal documentation previously submitted, calling witnesses from the original hearing as appropriate

- The Chair of the Appeal Hearing may ask questions of the staff member

- The Chair of the Appeal Hearing may also call the Chair of the original disciplinary hearing to provide evidence on the evidence which led him/her to make the original disciplinary decision. The Chair and the appellant may ask questions of the Chair of the original disciplinary hearing.

- The Chair may then sum up, and may not introduce any new evidence.

- The staff member may then sum up, [and may not introduce any new evidence.

Following the appeal hearing the Appeal Hearing may:

- confirm the original decision; or

- revoke the original decision; or

- substitute a different disciplinary sanction.

The Chair of the Appeals Panel will inform the staff member in writing of the Panel’s final decision as soon as possible following the appeal hearing and within 5 working days. There will be no further internal right of appeal.
The date on which any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the staff member will be reinstated with no loss of continuity of service or pay.

8. Right to be Accompanied

A staff member may bring a representative to any disciplinary or appeal hearings under this procedure. The representative may be either a trade union representative or a work colleague. The staff member must tell the Chair of the Disciplinary Hearing / Appeal Hearing the name of the representative 3 days prior to the hearing.

The Chair of the hearing may, at his/her discretion, allow the staff member to bring a representative who is not another staff member or union representative (for example, a family member) where this will help overcome a particular difficulty caused by a disability, or where the staff member has difficulty understanding English. Acting as a representative is voluntary and staff members are under no obligation to do so. Staff members will be allowed reasonable time off from duties without loss of pay to act as a representative.

If the staff member’s choice of representative is unreasonable the person conducting the hearing or appeal may ask him/her to choose someone else. For example:

- If in the Chair’s opinion the representative may have a conflict of interest or may prejudice the hearing; or

- If the representative is unavailable at the time a hearing is scheduled and will not be available for more than five working days.

9. Dismissals and Disciplinary Action

9a. Types of Offences

Offences which may be found to be minor, depending on the circumstances, include but are not limited to poor job performance involving sub-standard work, unsatisfactory time-keeping, absenteeism or some breaches of the [Church / Circuit / Other Employing Body’s] regulations.

Offences which may be found to be serious, depending on the circumstances, include but are not limited to negligence resulting in minor loss damage or injury, failure to comply with a specific instruction, activities or impropriety in relation to the staff member’s tasks for the [Church / Circuit / Other Employing Body] whether or not within working hours which the [Church / Circuit / Other Employing Body] reasonably considers to be detrimental to or conflicting with the interests of the [Church / Circuit / Other Employing Body] or likely to affect the staff member’s standard of work, failure to disclose any personal interest of the staff member which conflicts with any interest of the [Church / Circuit / Other Employing
Appendix 8.5: Disciplinary and Dismissal Procedure

Body) or any breach of confidence relating to the Church / Circuit / Other Employing Body or other organisations involved with the Church / Circuit / Other Employing Body’s.

Gross Misconduct includes but is not limited to serious carelessness or negligence resulting in serious loss damage or injury, fighting with or physical assault or attempted assault upon staff members, volunteers or members of the public, theft, malicious damage to property, wilful disregard of duties or of instructions relating to employment, serious breach of safeguarding issues, serious breach of the Equality, Diversity and Inclusion Policy, serious acts of bullying or harassment, deliberate serious breach of confidence relating to the Church / Circuit / Other Employing Body or its affairs, the use for personal ends of confidential information obtained by the staff member in the course of his work, misuse of the Church / Circuit / Other Employing Body’s IT systems and fax/telephone facilities, downloading of offensive material such as pornographic or racist material from the internet, e-mailing such material to staff, falsification of records, conduct violating common decency or conviction on a criminal charge relevant to the staff member’s work, conduct which demonstrably brings the Church / Circuit / Other Employing Body into disrepute, being under the influence of alcohol or drugs during working hours.

These are non-exhaustive examples of the sort of offences which if committed will lead to disciplinary action. In addition, poor performance may lead to disciplinary action, including dismissal. A finding of gross misconduct will result in dismissal without notice or pay in lieu of notice.

9b. Disciplinary Sanctions

The Church / Circuit / Other Employing Body aims to treat all staff members fairly and consistently. Disciplinary action previously taken against other staff members for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.

Depending on the seriousness of the matter (whether relating to conduct or poor performance) any of the following stages may be omitted.

9c. Stage One: First Written Warning

A first written warning will usually be given for:

- first acts of more serious misconduct or instances of poor performance, where there are no other active warnings on the staff member’s disciplinary record; or

- further misconduct or poor performance where a verbal warning has been given

The warning will set out the nature of the misconduct or poor performance (i.e. the findings of the disciplinary hearing), the change in behaviour required and over what period, and the likely consequences of further misconduct or poor performance.

The warning will be placed on the staff member’s personnel file and will remain active for a specified period from the date it is given, after which time it will be disregarded in deciding
APPENDIX 8.5: DISCIPLINARY AND DISMISSAL PROCEDURE

The outcome of any future disciplinary proceedings. The staff member’s conduct may be reviewed at the end of this period and if it has not improved sufficiently Management may convene another hearing under this procedure.

9d. Stage 2: Final Written Warning

A final written warning will usually be given for:

- misconduct or poor performance where there is already an active warning on the record; or
- cases where there is no active written warning on file but the Chair of the Disciplinary Hearing considers that the misconduct or poor performance is sufficiently serious to warrant a final written warning.

The warning will set out the nature of the misconduct or poor performance, the change in behaviour required and over what period, and the likely consequences of further misconduct.

The warning will be placed on the staff member’s personnel file and will remain active for a period to be specified. The staff member’s conduct may be reviewed at the end of this period and if it has not improved sufficiently a further hearing may be required at which the staff member’s future employment will be considered. After the active period it will be disregarded in deciding the result of future disciplinary proceedings.

9e. Stage 3: Dismissal

The Chair of a disciplinary hearing may decide to dismiss a staff member in the following circumstances:

- misconduct or poor performance where there is an active final written warning on the staff member’s record; or
- gross misconduct regardless of whether the staff member has received any previous warnings.

Gross misconduct will usually result in summary dismissal, that is, dismissal without notice or payment in lieu of notice.

In cases not involving gross misconduct the staff member will be given his/her full contractual notice period, or payment in lieu of notice.

9f. Alternative Sanctions Short of Dismissal

In appropriate cases the Chair of the Disciplinary Hearing may consider some other sanction short of dismissal, such as:

- demotion;
• transfer to another role (where performance will continue to be monitored);

These sanctions may be used in conjunction with a written warning.

10. Decisions

Actions short of dismissal may be taken by the chair of the disciplinary hearing. The decision to dismiss a member of staff may only be made by, or on the authority of the Secretary of the Management Committee, the Secretary of the Church Council or the Minister in pastoral charge in consultation with the District Lay Employment Secretary.

Last Date Modified: November 2019
The Methodist Church | Appendix | Grievance Procedure

GRIEVANCE PROCEDURE OF ______________________ Church/Circuit/Other Employing Body

1. General Principles
2. Application
3. General Considerations
4. Raising Grievances Informally
5. Mediation
6. Initiating the Formal Grievance Process
7. Investigations
8. Next Steps and Timescales
9. Appeals Procedure
10. The Right to be Accompanied
11. Grievances after Employment has ended
12. The Grievance Outcome

1. General Principles

It is the policy of the [Church / Circuit / Other Employing Body] to ensure that all staff members have access to a procedure to help resolve any grievances relating to their employment quickly and fairly.

This policy does not form part of staff members’ contracts of employment or other agreements relating to their work for the [Church / Circuit / Other Employing Body], and it may be amended at any time.

This procedure applies to all staff members regardless of length of service. It does not apply to agency workers or self-employed contractors.

Any steps under this procedure should be taken promptly unless there is a good reason for delay. The time limits in this procedure may be extended if it is reasonable to do so. The [Church / Circuit / Other Employing Body] may vary this procedure as appropriate to a particular case. In these circumstances agreement will normally be sought from the person raising the grievance. The procedure may also be discontinued if it becomes impossible or impracticable for either party to continue with it.
A staff member raising a grievance will be informed in writing of the final outcome of their grievance.

If a staff member has a difficulty at any stage of the grievance procedure because of a disability, s/he should ask his/her line manager for assistance.

Information and proceedings relating to grievances will remain confidential as far as is possible. However, it will not always be possible to deal with issues which are raised in a confidential manner. Where this is the case this will be explained to the person raising the grievance.

Every effort will be made to keep all information relating to the grievance process transparent to both parties with due regard to confidentiality and the nature of the issues raised.

2. Application

This procedure applies to any grievance of an employee relating to their employment apart from issues concerning the following:

- The basis of pay or salary grading of their employment/working arrangements.

- [Church / Circuit / Other Employing Body] policies, unless the grievance is about how the policy has been applied to that employee.

- Decisions under any procedure which states that employees have no right of appeal or further right of appeal.

- Matters outside the [Church / Circuit / Other Employing Body]'s control (for example income tax, statutory sick pay).

3. General Considerations

All staff members have the right to proceed with the Grievance Procedure provided the conditions laid out below are adhered to.

This grievance procedure may not be used to delay the application of the Church / Circuit / Other Employing Body’s disciplinary or capability procedures.

- This grievance procedure should not be used to complain about disciplinary action that the Church has taken against you. If you are dissatisfied with any disciplinary action taken against you, you must submit an appeal under the disciplinary procedure.

- A staff member cannot pursue the same grievance more than once.

- If a Manager has a prior involvement in a grievance, the matter should be referred to another Manager.
• If a grievance is shared by more than one staff member, the grievance may be presented by one or more representatives of that group. These collective grievances will be dealt with in a manner appropriate to the facts of the case and will not necessarily follow the process outlined in this policy.

• A staff member should not delay in formally making a grievance, as the timescales set out in this procedure must be adhered to. In any event, a grievance must be raised within one month of when a staff member became aware of the issue.

• Some cases will need extra time for either party to seek advice or for the person hearing the grievance to undertake an objective analysis of all the facts, so the parties may, by mutual agreement, modify the time limits set out in this procedure.

• There is no limit to the number of separate grievances which may be brought by one person. If a grievance is resolved, then the action which caused it occurs again, the employee may raise a fresh grievance.

• A staff member may withdraw a grievance at any stage in this procedure by informing their manager in writing.

4. Raising Grievances Informally

Most grievances can be resolved quickly and informally through discussion with the supervisor. If a staff member feels unable to speak to their manager, for example, because the complaint concerns him or her, then the staff member should speak informally to a more senior manager. In some cases consideration should be given to inviting a third party as an external counsellor/mediator or a pastoral advisor. If this does not resolve the problem the staff member should follow the standard procedure below.

5. Mediation

Every effort will be made to resolve the issue(s) which form any grievance informally as early as possible. However, it is recognised that it is not always possible to resolve grievances at an informal stage.

If the grievance is not resolved at the informal stage, or if either part feels that the informal stage is inappropriate, either party may request mediation. Grievances may be referred to mediation at any stage in the procedure.

Mediation will only take place if both parties agree that they wish to enter into mediation. If mediation takes place, the timescale for initiating action under this procedure will be suspended while the mediator tries to resolve the matter.

Where both parties have signalled a wish to engage in mediation an independent person will be appointed (the "Mediator"). He or she will have no connection with any of the parties involved in grievance which damages his or her impartiality.
The Mediator will not make any decisions or seek to impose any solution. The Mediator’s role will be to work with both parties to try to resolve the matters informally.

The mediation, including any preliminary steps, shall be conducted in a manner that the Mediator considers appropriate. This may include:

- the exchange and provision to the Mediator of brief written outlines of the matters in dispute and supporting bundles of documents; and
- preliminary discussions by one or both parties with the Mediator before the mediation.

Provided that this is agreed by all parties prior to the mediation, you may bring a companion to the mediation. You companion may be either a trade union representative or a colleague.

All information shared during the mediation will be on a confidential and without prejudice basis.

6. Initiating the Formal Grievance Process

If your grievance cannot be resolved informally you should put it in writing and submit it to your line manager. If the grievance concerns your line manager you may submit it instead to the line manager’s manager or the Secretary of the Management Committee, the Secretary of the Church Council or the Minister in pastoral charge.

The written grievance should state that you are invoking this grievance procedure and contain the following:

- a description of the reasons for your complaint;
- any relevant facts, dates, and names of individuals involved.

In some situations we may need to ask you to clarify the subject matter of your grievance in advance of the meeting or to provide further information.

7. Investigations

In some cases it may be necessary for us to carry out investigations into your grievance. The amount of any investigation required will depend upon the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.

You must co-operate fully and promptly in any investigation. This may include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending interviews, as a part of our investigation.
We may initiate an investigation before holding a grievance meeting where we consider this appropriate. In other cases we may hold a grievance meeting before deciding what investigation (if any) to carry out. In those cases we will hold a further grievance with you after our investigation and before we reach a decision.

8. **Next steps and timescales**

You will be invited to a grievance meeting, which will normally take place no more than two weeks after the person hearing your grievance (an appropriate manager) has received your written grievance. You may bring a representative to any of the meetings under this procedure. You should bear in mind the following points:

- You and your companion must make every effort to attend any meetings. If you or your representative cannot attend at the time specified for a meeting, you should inform the person hearing the grievance immediately and s/he will make reasonable efforts to agree an alternative time.

- The purpose of the initial grievance meeting is to enable you to explain your grievance. If you have a representative, they may make representations to the person hearing the grievance and ask questions, but should not answer questions on your behalf. You may confer privately with your representative during the meeting.

- After the initial grievance meeting, the person hearing the grievance may carry out such further investigations and/or hold such further grievance meetings as he/she considers appropriate. In this respect, you will be informed of the action he/she intends to take, and if appropriate your suggestions will be sought on this. Many issues may be resolved speedily after one meeting, whilst more complex cases may require more extensive investigation.

- The person hearing your grievance will inform you of his/her decision and of your right of appeal within two weeks of the final grievance meeting. If the necessary investigations require a longer timescale you will be informed of this.

9. **Appeals Procedure**

Should you wish to appeal you should do so in writing to the Chair of the District in writing, stating your grounds of appeal, within 5 working days of the date on which the decision was sent or given to you. You should give as much detail as possible about why you are dissatisfied with the decision.

An appeal meeting will be held, normally no more than two weeks after the Chair of District has received your appeal. The appeal has the following key features:

- You may bring a representative to the appeal meeting.

- The appeal will be heard by a Manager senior to the one who heard your grievance.
APPENDIX 8.6: GRIEVANCE PROCEDURE

The procedure to be followed at the appeal hearing will be:

1. You will present their appeal, setting out clearly the reasons why you do not agree with the findings of the initial grievance hearing.

2. The Appeal Manager may ask you questions.

3. If any other parties are present they may also ask you questions.

4. If other parties are present at the hearing they may be questioned by either the Chair of the Appeal Hearing or you.

5. You will then have the opportunity to sum up.

6. The Appeal Manager will then, if necessary, withdraw to consider the evidence.

The Appeal Manager’s final decision will be notified to you in writing within two weeks of the appeal meeting, and full reasons will be given. There is no further internal right of appeal.

10. The Right to be Accompanied

You may bring a representative to any meetings held under this procedure. The representative may be either a trade union official or a work-colleague. You must tell the person holding the meeting who your chosen representative is no less than 3 days before the meeting. Staff members are allowed reasonable time off from duties without loss of pay to act as a representative.

In some circumstances your choice of representative may not be allowed, for example, anyone who may have a conflict of interest, or whose presence may prejudice the meeting. We may also ask you to choose someone else if the meeting would have to be delayed for over five working days because your representative is unavailable.

We may, at our discretion, allow you to bring a representative who is not a staff member or work colleague (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.

11. Grievances after employment has ended

If you wish to raise a grievance after your employment has ended, you should submit it in writing as normal as set out at paragraph 8 above. In order to be considered your grievance must arrive within 15 calendar days of the termination of your employment.

If you raise a grievance after employment has ended, or if you raise a grievance before your employment ends and the standard procedure has not been completed at the termination of employment, an officer of the [Church / Circuit / Other Employing Body] will either:
a. follow the standard procedure set out above at paragraph 8; or

b. write to ask you whether you would prefer to follow the modified procedure set out below (if you have not already stated your preference in writing). If you do not respond within 10 working days we will follow the standard grievance procedure.

The following modified procedure will apply if agreed in writing by the staff member:

a. An officer will carry out any investigations that are considered appropriate;
b. No meetings will be held with you;
c. You will be notified of the decision in writing, normally within two weeks of agreeing to use the modified procedure; and
d. There will be no right of appeal.

12. The Grievance Outcome

The outcome of the grievance, at whichever stage determined (that is, at either the Hearing or Appeal stages may take various forms. It may state:-

a. That on the basis of the findings, the grievance is not well founded
b. That the grievance is upheld in part and provide an appropriate solution
c. That the grievance is upheld in full and provide an appropriate solution
d. Any other relevant decision

Last Date Modified: November 2019
Health and Safety Policy

HEALTH AND SAFETY AT WORK POLICY OF A _______________ WITHIN THE METHODIST CHURCH

This statement is issued in conformity with Section 2(3) of the Health and Safety at Work Act 1974 as a statement of the general policy of the Employer with respect to the health and safety at work of the employees of the Employer and of others.

1. Statutory Duty of the Employer

The Employer has a duty to ensure so far as is reasonably practicable, the health, safety and welfare at work of its employees and, in particular to:

1.1 Provide and maintain equipment and systems of work that are safe and without risks to health;
1.2 Arrange for ensuring safety and absence of risks to health in connection with the use, handling, storage and transport of articles and substances;
1.3 Provide such information, instruction, training and supervision as is necessary to ensure the health and safety at work of the employee;
1.4 Maintain any place of work under the Employer's control in a condition that is safe and without risk to health and provide and maintain means of access to and egress from it that are safe and without risk;
1.5 Provide and maintain a working environment for the employees that is safe, without risk to health, and adequate as regards facilities and arrangements for their welfare at work.

2. Statutory Duty of the Employees

Every employee has, while at work, the duty to:

2.1 Take reasonable care for the health and safety of himself or herself and of other persons who may be affected by his or her acts or omissions at work;
2.2 Co-operate with the Employer so far as is necessary to enable any duty or requirement imposed on the Employer or upon any other person by or under any relevant statutory provision to be performed or complied with.

3. Policy Statement

It is the policy of the Employer to promote the health and safety at work of the staff and of all visitors to the premises of the Employer and to that intent to:
3.1 Take all reasonably practicable steps to safeguard the health, safety and welfare of the staff and of visitors to the Employer's premises.
3.2 Provide adequate working conditions for employees with proper facilities to safeguard their health and safety and to ensure that any work which is undertaken produces no unnecessary risk to health or safety.
3.3 Encourage employees to co-operate with the Employer in all safety matters in the identification of hazards which may exist and in the reporting of any condition which may appear dangerous or unsatisfactory.
3.4 Encourage each employee to accept his or her own responsibility not to endanger himself or herself or others and actively to assist in fulfilling the requirements and spirit of the legislation.

4. Health and Safety Rules

All employees must exercise ordinary care to avoid accidents in their activities at work and comply with the following general rules and any specific rules which the Employer may publish from time to time.

5. Accident Book

Any injury suffered by an employee in the course of his or her employment, however slight, must be recorded together with such other particulars as are a requirement by statutory regulations in the accident book maintained by the Employer.

6. Fire Procedures

All employees must familiarise themselves with fire escape routes and procedures and follow the directions of the Employer in relation to fire.

7. Equipment and Appliances

No equipment or appliance may be used other than as provided by or specifically authorised by or on behalf of the Employer and any directions for the use of such must be followed precisely.

8. Safety Clearways

Corridors and doorways must be kept free of obstructions and properly lit.

9. Working at Heights

No employee of the Church may undertake work above six feet from floor level, [or ground level if working outside], without having been fully trained in the use of any equipment needed to reach the working area required. If you are required to use a ladder, and the work you are required to do necessitates your being at a height where your feet are more than six feet above ground level, this work should only be carried out with a colleague aiding and assisting you. As a general rule, any work required to the outside of the buildings...
should be undertaken by properly qualified and equipped outside contractors who will have the full range of equipment needed.

10. Maintenance

Defective equipment, furniture and structures must be reported as such without delay.

11. Hygiene and Waste Disposal

Facilities for the disposal of waste materials must be kept in a clean and hygienic condition. Waste must be disposed of in an appropriate manner and in accordance with any special instructions relating to the material concerned.

12. Drink and Drugs

The use of intoxicants on church premises is forbidden. No employee may undertake his or her duties if under the influence of drink or drugs, except in the case of drugs when he or she is under medical supervision.

Last Date Modified: November 2019
REHABILITATION OF OFFENDERS ACT 1974 ‘SPENT’ AND ‘UNSPENT’ CONVICTIONS

The Rehabilitation of Offenders Act (ROA) 1974 sets out to help people who have been convicted of a criminal offence and who have since lived on the right side of the law. In general a person convicted of a criminal offence and who receives a sentence of no more than two and a half years in prison, benefits from the Act if they are not convicted again during a specified period. This period is called the rehabilitation period.

In general terms, the more severe a penalty is, the longer the rehabilitation period. Once a rehabilitation period has expired and no further offending has taken place, a conviction is considered to be ‘spent’. Once a conviction has been spent, the convicted person does not have to reveal or admit its existence in most circumstances, including, for example, when applying for a job. In most circumstances, an employer cannot refuse to employ someone, or dismiss them, on the basis of a spent conviction.

An ‘unspent’ conviction relates to an offence for which a sentence of more than two and a half years was imposed (regardless of the amount of time actually spent in prison). This conviction can never become ‘spent’: job applicants must disclose this information when asked about their criminal convictions.

The following table shows the range of rehabilitation periods for different sentences imposed. Until such time has passed from the date of conviction, the conviction will remain ‘unspent’ and job applicants must declare it to a potential employer if asked.

Certain jobs, including those specified by CPD standing orders, are exempt from the provisions of the Rehabilitation of Offenders Act. These jobs require the prospective employee to disclose all convictions in the Disclosure Application Form. If the post is being treated as exempt, the application form should specify.

<table>
<thead>
<tr>
<th>Type of sentence imposed</th>
<th>Number of years from date of conviction before conviction becomes ‘spent’</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imprisonment or detention in a young offender institution (previously known as youth custody) between 6 months and 2 and a half years</td>
<td>10 years</td>
</tr>
<tr>
<td>Imprisonment or detention in a young offender institution (previously known as youth custody) of 6 months or less</td>
<td>7 years</td>
</tr>
<tr>
<td>A fine or any other sentence for which a different rehabilitation period is not provided (eg a compensation or community service order, or probation order received on or</td>
<td>5 years</td>
</tr>
</tbody>
</table>

The Methodist Church | Appendix | Rehabilitation of Offenders Act 1974 – Spent and Unspent Convictions
Except an absolute discharge, all the periods above are halved if the person convicted was under 18 at the time.

<table>
<thead>
<tr>
<th>Type of sentence imposed on young people aged under 18 years at the time</th>
<th>Number of years from date of conviction before conviction becomes ‘spent’</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borstal</td>
<td>7 years</td>
</tr>
<tr>
<td>Detention Centre</td>
<td>3 years</td>
</tr>
<tr>
<td>An order for custody in a Remand Home or an Approved School order</td>
<td>1 year after the order expires</td>
</tr>
</tbody>
</table>

Some sentences carry variable rehabilitation periods.

<table>
<thead>
<tr>
<th>Type of sentence imposed on young people aged under 18 years at the time</th>
<th>Number of years from date of conviction before conviction becomes ‘spent’</th>
</tr>
</thead>
<tbody>
<tr>
<td>A probation order received before 3 February 1995 a conditional discharge or a bind over</td>
<td>1 year, or until the order expires (whichever is longer)</td>
</tr>
<tr>
<td>A case order or supervision order</td>
<td>1 year, or until the order expires (whichever is longer)</td>
</tr>
<tr>
<td>An Attendance Centre order</td>
<td>1 year after the order expires</td>
</tr>
<tr>
<td>A Hospital order (with or without a restriction order)</td>
<td>5 years, or 2 years after the order expires (whichever is longer)</td>
</tr>
</tbody>
</table>
MEDICAL QUESTIONNAIRE GUIDANCE NOTES

Please read these notes carefully before completing the medical questionnaire.

Our aim in requesting this information is to enable us, as your employer, to provide you with any support and or assistance you may require you may need to enable you perform your duties in your role.

Please complete the questionnaire and return it in the self-addressed stamped envelope provided. A copy of this will be forwarded to our Medical Adviser, a practising GP, who will assess your health in relation to the job offered.

The Medical Adviser may occasionally need to contact your GP and/or hospital specialist for further information. Please indicate on the form whether or not you consent to this. All information supplied will be held in the strictest confidence.

Details of medical records will not be disclosed to other persons without your permission. You may request, in writing, to see medical information held about you under the provisions of the Access to Medical Reports Act 1988 and Access to Health Records Act 1990.

Deliberately providing false or misleading information may lead to the offer of employment being withdrawn or if you are already working for the church/circuit/district, lead to disciplinary action.
MEDICAL QUESTIONNAIRE FORM

<table>
<thead>
<tr>
<th>NAME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE OF BIRTH</td>
<td></td>
</tr>
<tr>
<td>ADDRESS</td>
<td></td>
</tr>
<tr>
<td>CHURCH/CIRCUIT/DISTRICT</td>
<td></td>
</tr>
</tbody>
</table>

Please answer by ticking ‘yes’ or ‘no’. If you answer ‘yes’ to any question, please give details on the following page.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you have any medical problems that may have a long-term effect on your health or are you in receipt of any invalidity or other related benefit?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you ever suffered from any disorders of the heart, circulatory problems including high blood pressure, angina, congenital heart problems or increased cholesterol?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have any history of kidney, bladder, prostate or gynaecological problems?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you suffer from any endocrine problems including diabetes or thyroid disease?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have a history of any disease of the digestive system including problems with stomach, bowels, liver, gall bladder or pancreas?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have a history of problems with your respiratory system, asthma, allergies or any lung disease?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have any problems affecting your sight or hearing or any other eye, ear, nose or throat problems?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have a history of any blood disorders, or have you ever suffered from any type of cancer?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have a history of problems with any joints, chronic back problems, arthritis or rheumatism, or any other musculoskeletal disorder?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you ever had any treatment medical or otherwise for mental illness including stress, anxiety, depression, alcoholism or other addiction?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have any history of chronic fatigue syndrome, or chronic neurological condition including epilepsy, multiple sclerosis or strokes?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you suffer with any chronic skin disorders?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you waiting to see a hospital specialist, or for the result of any investigations?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you ever had any long periods of time off work due to ill health?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX 8.9: MEDICAL QUESTIONNAIRE

Please give details here of any medical conditions which you have declared in boxes 1-14 above. Give as much information as possible about the condition, including when it started, treatment received and whether or not it is an on-going condition. Please state whether any condition resulted in time off work, how long you were off, and when. (Continue overleaf if necessary).

Please make a list of any regular medication you take.

Please give the name, address and telephone number of your General Practitioner.

Declaration by candidate

1. I confirm that the information I have provided on this questionnaire is accurate and complete, and sets out all medical conditions (if any) that I am aware that I have. I consent to a medical practitioner appointed to contact me for further information about any matter I have disclosed on this form should this be deemed necessary, and agree to co-operate fully with this process.

2. I also agree to inform the manager of any change to my medical circumstances or condition that takes place after I submit this form and before I start work.

3. I do/do not* consent for further information to be given by my GP and/or hospital specialist, if requested by the Medical Advisor.

4. I wish/do not wish* to see any report written by my GP or hospital specialist.

* Delete as appropriate

Signature: ............................................................... Date: ......................................................

Name: ........................................................................................................................................

Last Date Modified: November 2019
This section provides information on:
- The different types of pensions which an employer may offer
- Decisions of Conference relating to Lay Employees
- Auto enrolment

9.1 Types of Pensions

There are various ways in which pension provision can be made to people in employment:
- State Retirement Pension

The Government has introduced a new State Pension system which will come into effect from 6 April 2016. The existing two-tier system (Basic State Pension and State Second Pension (S2P)) will be replaced by a single-tier system from 6 April 2016.

- Workplace Pension Schemes

These are company schemes. Usually both the employer and the employee make contributions to the scheme, which can be a final salary scheme or a money purchase scheme.

- Personal or Stakeholder Pension Scheme

These are pension schemes that you usually set up yourself and pay contributions to.

9.2 Appointments within Methodist Church Districts, Circuits and churches

Local Lay Employees

Pension provision must be offered to all Local Lay Employees, as defined in Standing Orders 570.

The Methodist Conference of 1999 passed a resolution requiring employing bodies to offer a certain level of pension contribution to those that were at that time classified as ‘Lay Workers’.

The 2007 Conference subsequently abolished the term ‘Lay Worker’ and the Council in 2008 agreed that it could not simply be substituted as ‘lay employee’, but rather that the 1999
**SECTION 9: PENSIONS**

Pension guidelines should apply to all lay employees who earn more than the Government’s Lower Earnings Limit of £6, 136 per year for the tax year 2018/2019.

The current situation is therefore that the following 1999 Conference Resolution applies to all lay employees whose earnings are above the Lower Earnings Limit of £6,136 per year (2018/2019):

“The Conference requires employing bodies to offer pension provisions to all employed Lay Workers (sic) to whom a new contract of employment is issued under S.O. 438A on the basis of contributions of at least 6% of salary by the employing body and 6% by the Lay Worker (sic). Where the Lay Worker (sic) is not already a member of a suitable pension scheme then the payment should be made into an appropriate money purchase plan. The Conference directs that this requirement shall be published to Employing Bodies as a special term of employment of Lay Employees under S.O.438A (3) (iiA).”

For lay employees earning less than the Lower Earnings Limit (£6,136 per year for the tax year 2019/2020 it is up to individual employers to decide what arrangements are appropriate.

The Methodist Conference of 2017 passed a resolution requiring employing bodies to offer different levels of pension contribution, from 01 September 2017, as follows:

a. the employer level for pension contribution should remain as a minimum of 6% of salary;
b. employees should be offered choices, with a minimum level of contribution from them of 2%, to apply to all employees appointed after 1 September 2017;
c. local employers should offer any of their employees that have opted out of contributions at 6% the chance to now be enrolled at a level between 2% and 6%;
d. local employers should not be allowed to offer these new arrangements to existing employees that are already contributing at the current level of 6%.

‘PLEASE NOTE: The Methodist Church Lay Employment pension scheme (Pension and Assurance Scheme for Lay Employees of the Methodist Church – PASLEMC) is ONLY available to employees of the Methodist Council. District, Circuit and Church employees are NOT eligible for this scheme and should join a scheme as advised by their own District/Circuit/Church.

### 9.3 Auto enrolment

**What is auto enrolment?**

Under the Pensions Act 2008, every employer in the UK must automatically enrol eligible employees into a qualifying pension scheme without any action on the part of the employee. This is called 'automatic enrolment'.

In fact, prior to them being auto enrolled, eligible employees will have no option but to wait and become members of the pension scheme. Only once they have been auto enrolled will employees have the choice to opt out.
This is fundamental to the legislation – employee should have information about the pension before there is an opportunity to opt out.

If a Circuit employs at least one person then the Circuit is an employer and has certain legal duties.

**When is it happening?**

Auto enrolment compliance is being phased in between October 2012 and April 2018. Each employer will be allocated a ‘staging date’ from when the duties will first apply to them. The date is based on the number of people in the employer’s PAYE scheme, or largest scheme for employers with multiple payroll schemes. The staging date for employers with less than 30 employees will also be dependent upon the PAYE reference.

The largest employers will have the earliest staging dates with smaller and new companies all included by 2018.

It’s important that Circuits understand what to do and by when, this will depend on the individual circumstances for the Circuit. See [http://www.thepensionsregulator.gov.uk/employers/staging-date-timeline.aspx](http://www.thepensionsregulator.gov.uk/employers/staging-date-timeline.aspx) to work out what needs to be done and when.

Appendix 9.1 is designed to help churches, circuits and districts within the Methodist church identify what actions are needed in the planning, implementation and the ongoing responsibilities of auto enrolment.

Circuits are responsible for nominating the contact for automatic enrolment and for selecting their pension scheme for automatic enrolment. Payment of the Circuit’s contribution to an employee’s own Personal Pension will generally not satisfy the auto enrolment obligations but Circuits should take advice or contact the Pensions Regulator if they are unsure.


Ministers

Ministers (in receipt of a stipend) were auto enrolled into the Ministers’ Scheme (if they were not already a member) on **1 September 2013**. This represents no additional cost to circuits who already pay contributions to MMPS irrespective or not a whether a minister is a member of the Scheme.

*Last Date Modified*: November 2019
APPENDIX 9.1 PENSION AUTOMATIC ENROLMENT AND RE-ENROLMENT

Please note that for ease of reference we will be referring to churches, circuits and districts as ‘the employer’ throughout this document.

What is pension automatic enrolment?

Automatic Enrolment is a Government initiative to help more people save for later life through a pension scheme at work. Automatic enrolment means that all employers will need to enrol their qualifying employees into a workplace pension scheme. Employers then have to make contributions to their workers’ pensions every pay period.

If you employ at least one person you are an employer and you have certain legal duties.

Employer responsibilities

Employer will need to:

• Nominate a point of contact
• Determine their staging date
• Workforce assessment - Classify workers into four categories (eligible, non-eligible, entitled and other)
• Review any existing pension arrangements to see if they could be used or adapted for auto enrolment
• Providing a qualifying automatic enrolment pension scheme
• Writing to all applicable worker outlining what automatic enrolment into a workplace pension will mean for them
• Provide designated communications to eligible jobholders within prescribed time limits
• Provide designated communications to non-eligible jobholders within prescribed time limits
• Provide designated communications to entitled workers within prescribed time limits
• Automatically enrolling all eligible jobholder into the scheme
• Pay contributions on behalf of eligible employees
• Have a process for opt outs, including:
  – Keeping auditable records
  – Making repayments to employees if deductions have already been processed
  – Stopping future deductions
  – Re-enrolling opted out employees every 3 years
• Accept applications from non-eligible employees opting in
• Pay contributions on behalf of non-eligible employees
• Accept applications to join from entitled workers
• Deduct contributions from pay for entitled workers opting in
• Complete the Declaration Of Compliance (‘Registration’) with The Pensions Regulator
• Re-assess workers at each payroll and repeat the above
• Continue to automatically enrol certain workers into your pension scheme (new starters)
• Monitor age and earnings regularly as workers can move between different categories
• Record keeping - Maintain records to prove compliance with the employer’s duties
• Re-enrol workers who opt-out of your scheme approximately every three years
• Re-register with the Pensions Regulator approximately every three years (Re-declaration of compliance

The Pensions Regulator has produced detailed guidance, which provides everything an employer will need for Pension Automatic Enrolment. In addition, we have put together this summary of employer duties and we hope this will help you plan how to tackle automatic enrolment.

The process for managing automatic enrolment is similar regardless of the number of employees you have. Whether you employ one person or five you (the employer) have certain legal duties.
When do the pensions auto-enrolment requirements apply?

For churches, circuits and districts with locally employed lay employees paid through the central payroll bureau their staging date is **01 April 2016 or 01 May 2016**. Circuits, which do not use the central payroll bureau, will be notified of their staging date independently by the Pensions Regulator.

When a new company is created, their employer duties begin on their ‘automatic enrolment start date’. This is the date your first employee joins the company. This also sets the date for automatic re-enrolment.

The employer has six weeks from its staging date to complete auto-enrolment for eligible employees.

This involves giving information to the pension scheme about each employee and enrolment information to the employee, and arranging for active membership of the scheme for the employee from the auto-enrolment date (i.e. the staging date). See **automatic enrolment process** below.

**Key Dates**

<table>
<thead>
<tr>
<th>Date Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staging date</td>
<td>The date the regime first applies to an employer. The staging date is listed on the Pensions Regulator’s website.</td>
</tr>
<tr>
<td>Automatic enrolment date</td>
<td>The date the worker first becomes an eligible jobholder i.e. staging date, a jobholder’s first day at work if he/she is an eligible jobholder. <em>Monitor for changes, for example with worker pay rises or birthdays</em></td>
</tr>
<tr>
<td>Deferral date</td>
<td>The date auto-enrolment will apply to a worker if you postpone enrolment, for example to align it with your payroll cycle. With effect from 1 April 2017, this ability to defer was extended to new employers.</td>
</tr>
<tr>
<td>Assessment date</td>
<td>The date as at which you test eligibility and earnings.</td>
</tr>
<tr>
<td>Enrolment date</td>
<td>The date enrolment applies to a jobholder who opts-in to scheme membership.</td>
</tr>
<tr>
<td>Re-enrolment date</td>
<td>The date re-enrolment duties apply to the employer, normally at three-yearly intervals after the staging date.</td>
</tr>
</tbody>
</table>

Assessing the composition of your workforce: who must be auto-enrolled?

The Automatic Enrolment legislation divides “workers” into three distinct categories for the purpose of determining an employer’s obligations towards them, with the duty to auto-enrol into a qualifying scheme.

**Workers** are defined under s.88 of the Pensions Act 2008 as ‘individuals who work under a contract of employment, or have a contract to provide work or services for the employer personally but who are not undertaking the work as part of their own business’.

**What is the difference between a worker and an employee?**

Generally, an **employee** works under a contract of employment. A contract does not need to be in writing; it exists when a worker and an employer agrees on terms and conditions of employment (express or implied).

The contract normally sets out what work the individual is expected to do and the fact that they will be expected to do the work. Put simply, the individual cannot send someone else to do the work for them.

A **worker** for automatic enrolment purposes is:
- an employee under a contract of employment aged between 16 and 74 inclusive
any other contract under which the individual undertakes to do work or perform services personally for another party to the contract (and is not undertaking the work as part of their own business).
- who works or normally works in the UK

**Ordinarily working in the UK?**
This is not about nationality. Where is the contract based? How does it work in practice? Is the employment still based in the UK?

Once an employer has identified that they have a worker, the next step is to ascertain what type of worker they have.

- The category into which a worker falls is determined by their age and whether they have qualifying earnings.
- The duties are different for each category and are described in the section called Employer duties.

As part of the assessment the key criteria are:
- the worker’s age
- whether the worker is working or ordinarily working in the UK
- whether they have qualifying earnings in the relevant pay reference period.

This assessment must leave sufficient time for you to auto-enrol “eligible jobholders” within one month of your staging date or their auto enrolment date. You are then obliged to re-assess your workers continuously, in each relevant “pay reference period”, which will coincide with your normal pay cycle, to determine if their category has changed and therefore their rights have changed.

An assessment must be conducted at particular points in time, or when particular events occur.

These dates include:
- on the employer’s **staging date**
- the **first day of employment**, for an employee who starts employment after the employer’s staging date. When a new employee starts, you will need to check whether they are eligible for automatic enrolment. If they are, you will need to enrol them into your pension scheme following the same process as you did at staging.
- on the date of the **employee’s 16th birthday**
- on the date of the **employee’s 22nd birthday**
- on the date the employer **receives an opt-in or joining notice** from an employee
- the **first day of each pay reference period**, where the first assessment identifies the employee to be a non-eligible jobholder or entitled worker
- when earnings **reach an earnings threshold**

The 3 categories of worker established by the auto-enrolment legislation are:

(a) **Eligible jobholder:**
A worker who work, or ordinarily work in the UK. Is at least 22 but below the state pension age and has earnings that exceed the “earnings trigger in a relevant “pay reference period”. The trigger is set at £10,000 per year for the 2018/2019 tax year.

The employer must auto-enrol eligible jobholders into a qualifying pension scheme and pay the contribution for these workers for as long as they remain an active member of the scheme.

(b) **Non-eligible jobholder:**
A worker who work, or ordinarily work in the UK. Is aged between 16 and 21 or between state pension age and 74 and has qualifying earnings above the earnings trigger (£10,000 in 2018/2019) or a worker who is aged between 16 and 74 and has earnings over the qualifying earnings threshold but below the earnings trigger (i.e. between £6,032 and £10,000 in 2018/2019).
While the employer does not have a duty to auto-enrol non-eligible jobholders, the jobholder has the right to opt-in to a qualifying pension scheme. If the jobholder chose to join/opt-in then the employer must pay the contribution for these workers for as long as they remain an active member of the scheme.

(c) **Entitled worker:**
A worker who, work, or ordinarily work in the UK. Is aged between 16 and 74 and earns less than the qualifying earnings threshold (£6,032 in 2018/2019).

Entitled workers have the right to join a pension scheme registered with HM Revenue and Customs. There is no requirement for the employer to make a contribution.

The categories are more easily represented as follows:

<table>
<thead>
<tr>
<th>Annual (Gross Earnings) 2019/20 Tax Year</th>
<th>Age 16 to 21</th>
<th>Age 22 to 65 (SPA)</th>
<th>Age 66 to 74</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than £6,136 (£512/month)</td>
<td>Entitled Workers</td>
<td>Can request to be enrolled into a pension scheme. However, this does not have to be the qualifying pension scheme and they are not entitled to receive employers contribution</td>
<td></td>
</tr>
<tr>
<td>Between £6,032 (£512/month) and £10,000 (£833/month)</td>
<td>Non-Eligible Jobholder</td>
<td>Must be given the right to opt-in to a qualifying pension scheme</td>
<td></td>
</tr>
<tr>
<td>Above £10,000 (£833/month)</td>
<td>Non-Eligible Jobholder</td>
<td>Eligible Jobholder</td>
<td>Non-Eligible Jobholder</td>
</tr>
<tr>
<td></td>
<td>Must be given the right to opt-in to a qualifying pension scheme</td>
<td>Must be automatically enrolled in a qualifying pension scheme (may opt-out)</td>
<td>Must be given the right to opt-in to a qualifying pension scheme</td>
</tr>
</tbody>
</table>

* The following people will be treated as workers but are not covered by the employer’s duties:
  - those who do not work or ordinarily work in the UK
  - those under age 16 and
  - those aged 75 and over.

They cannot ask to join the workplace pension scheme.

### Employers contribution

See section 9 of the Lay Employment Advisory Pack.

**Qualifying earnings** are a band of gross annual earnings used as the basis for assessing eligibility and contributions. Only those earnings between £6,032 and £46,350 per year, or £530 and £3,863 per month, or £116 and £892 per week for the 2018/19 tax year are pensionable.

For these purposes, “**earnings mean gross earnings**” including salary, wages, commission, bonuses, overtime, statutory sick pay, statutory maternity pay, ordinary and additional statutory paternity pay and statutory adoption pay.

Not everyone with qualifying earnings is eligible for auto-enrolment: only those who earn more than the earnings trigger are eligible jobholders who need to be auto-enrolled.
Once you’ve decided how much you’ll contribute it’s a good idea to do some financial planning, budgeting for this cost.

Expected earnings thresholds for the 2019/2020 tax year

<table>
<thead>
<tr>
<th>Pay reference period</th>
<th>2019 - 2020</th>
<th>Annual</th>
<th>1 week</th>
<th>Fortnight</th>
<th>4 weeks</th>
<th>1 month</th>
<th>1 quarter</th>
<th>Bi-annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower level of qualifying earnings</td>
<td>£6,136</td>
<td>£118</td>
<td>£236</td>
<td>£472</td>
<td>£512</td>
<td>£1,534</td>
<td>£3,068</td>
<td></td>
</tr>
<tr>
<td>Earnings trigger for automatic enrolment</td>
<td>£10,000</td>
<td>£192</td>
<td>£384</td>
<td>£768</td>
<td>£833</td>
<td>£2,499</td>
<td>£4,998</td>
<td></td>
</tr>
<tr>
<td>Upper level of qualifying earnings</td>
<td>£50,000</td>
<td>£962</td>
<td>£1,924</td>
<td>£3,847</td>
<td>£4,167</td>
<td>£12,500</td>
<td>£25,000</td>
<td></td>
</tr>
</tbody>
</table>

Link: Automatic enrolment earnings thresholds

Other Types of Employee

Agency workers - The party that holds the contract of employment for agency workers is responsible for the auto-enrolment duties. For example, if a recruitment agency holds the contract of employment for one of your temporary workers, it will be the agency that will have to conduct the auto-enrolment duties.

Trainees and apprentices can all count as workers. There is no minimum service requirement.

Officeholders and volunteers do not usually count.

Contractors and consultants may need to be covered unless they are in business on their own account (i.e. you are a client of their business).

Secondment - If an employee is on secondment to another organisation, they retain the terms and conditions of their originating employer and the originating employer is responsible for automatically enrolling the employee.

Self-employed - An individual working under a contract for services with an employer is not normally a worker and so there is no requirement to auto enrol.
TUPE transfers: Where a worker changes employer as a result of a Transfer of undertakings protection of employment (TUPE) transfer, the new employer will be responsible for complying with the employer duties that arise in relation to that worker. This means they will have to assess the worker with effect from the transfer date and where appropriate, automatically enrol them.

Multiple contracts with one employer (i.e. 2 Part time jobs) - If you have a worker with multiple contracts but in reality, there is one employment relationship, assess earnings based on aggregate pay across all contracts.

Please note: You must continue to assess your workforce before each pay day following your staging/duty start date. You’ll need to monitor any changes in the age and earnings of your staff. You may have taken on a new employee who needs to be automatically enrolled, or perhaps one of your existing employees has reached their 22nd birthday or has received a pay rise and so becomes an ‘Eligible Jobholder’. The auto enrolment ‘assessment’ process should therefore become part of your regular payroll routine.

Employer’s Duties

Please note: The results from the assessment determine your duties towards each of your employees.

The Pension Automatic Enrolment legislation sets out the employer’s duties you have for different types of workers who wholly or ordinarily work in the UK. The tables below summarise the eligibility requirement and employer’s duties for eligible, non-eligible jobholders and entitled workers.

Eligible jobholders
Must be enrolled into an “automatic enrolment scheme”.

- Provide certain information to the pension scheme and eligible jobholder
- Automatically enrol them into an auto-enrolment scheme
- Deduct contributions from their salary and make contributions on their behalf
- Process any opt-out notices and refund any contributions paid. An eligible job holder can opt-out of the scheme, but cannot be encouraged to do so, and cannot do so prospectively, i.e. they have to be enrolled before they can opt-out. This means that you will have to enrol them and make contributions which will have to be refunded if they subsequently opt-out.
- Roughly every three years re-enrol those who have previously opted out, stopped making contributions or ceased membership more than 12 months before each re-enrolment date
- Keep records of the auto-enrolment and opting out processes and provide them to TPR if requested

Non-eligible jobholders
Non-eligible jobholders are entitled to opt-in to an automatic enrolment scheme.

- Provide certain information to the non-eligible jobholder, including their right to opt-in to an automatic enrolment scheme
- Arrange pension scheme membership (if they chose to opt-in) in the same way that as for an eligible jobholder
- Deduct contributions from their salary and make contributions on their behalf
- Process any opt-out notices and refund any contributions paid
- Continue to assess the non-eligible jobholder in case they change category depending on age and earnings
- Keep records of the enrolment, opting in and opting out processes and provide them to TPR if requested

Entitled workers
Entitled workers are not entitled to auto-enrolment.
- Provide certain information about their right to join a pension scheme
- Arrange pension scheme membership (if they request to join)
• The scheme doesn’t have to be an automatic enrolment scheme
• Deduct contributions from their salary and pay these into the scheme
• Employers are not required to make contributions although they can choose to do so
• Continue to assess the entitled worker in case they change category depending on age and earnings
• Keep records of the joining process and provide them to TPR if requested

Find out more >> Detailed information on assessment can be found on http://www.thepensionsregulator.gov.uk/docs/detailed-guidance-3.pdf

Exceptions to the Employer Duties

From 1 April 2015, in certain circumstances, the employer duties in relation to an eligible jobholder, non-eligible jobholder or an entitled worker changed or do not apply.

The main categories are –

– Workers who have been given notice or been given notice of the end of their employment (including notice of resignation, retirement and dismissal), where notice is given (either by the employer or the worker) within 6 weeks after the automatic enrolment date or re-enrolment date. If notice of termination is withdrawn, the duty to enrol ceases to be permissive, in which case eligible jobholders should be enrolled as normal. Note that this easement does not apply where a fixed term contract is due to end.

– Workers who cancel (opt-out or cease active membership of a qualifying scheme within the 12-month period before the employer’s staging date or re-enrolment date. For example, if a contractually enrolled member leaves a qualifying scheme less than a year before the re-enrolment date, the employer may choose whether to include them in the re-enrolment process. If the worker were not included, then (subject to the worker exercising opt-in rights) there would normally be no duty to re-enrol the worker until the employer’s next three-yearly re-enrolment date.

– Workers with tax-protected status (fixed, enhanced, primary or individual lifetime allowance protection). This exception applies where the employer has reasonable grounds to believe that the individual has the relevant tax protection (for example, based on having seen the relevant HMRC certificate). Individuals with fixed or enhanced lifetime allowance protection who are automatically enrolled into a pension scheme will lose their protection if they do not opt-out within the one-month statutory opt-out window. Therefore, it is important that employers identify any high earners who may be affected and inform them of the consequences if they do not opt-out immediately.

Employers are still required to inform such workers about opting-in/joining. Employers will still have the power to enrol all eligible workers regardless of whether they have tax protected status. It is for the employee to make that fact known to the employer.

– Workers who are paid a winding-up lump sum payment under an agreement that prevents employees receiving further pension accrual

See guidance document - Detailed guidance for employers
Employer duties and defining the workforce: An introduction to the new employer duties

Page 7 of 19
No Employer Duties
Automatic enrolment duties do not apply when an organisation is not considered an employer. For example, the organisation may no longer employ any staff or have ceased trading.

What do you need to do?
If one of the criteria listed applies to you and you have received a letter from the Pensions Regulator, tell the Pensions Regulator you’re not an employer by using our online form.

You will need your letter code and PAYE reference to hand.

If your circumstances change so that automatic enrolment duties apply to you, you will need to inform the Pensions Regulator of this as soon as possible.

Please Note: Auto-enrolment is a compulsory piece of legislation; all employers must ensure they have a compliant scheme in place. Failure to do so by your staging date will initially trigger various compliance warnings and advice from the Pensions Regulator, but the regulator also has the power to fine non-compliant employers, and these fines can be very significant amounts.

Automatic Enrolment scheme requirements
Schemes used for Automatic Enrolment must meet certain standards.

Payroll System
The system must be able to assess the status of each worker on an ongoing basis. For example, non-eligible jobholders and entitled workers must be assessed in each pay reference period, as the age bracket into which they fall, or their earnings may change (for example because overtime is paid), thus changing their status.

Any necessary contributions must be deducted from the appropriate point (backdating where necessary). The system must be set up so that employee’s contributions can be paid over to the scheme with the employer’s contributions.

The system must be able to identify and track jobholders who have opted out so that they can be re-enrolled three years later (three years from the staging date). See the re-enrolment section below.

Qualifying pension schemes
An essential part of the auto-enrolment process is ensuring that you are using a pension scheme suitable for automatic enrolment.

If you already offer a pension scheme to your workforce, you need to ensure that it is a qualifying scheme in order to continue using it for your eligible jobholders who are already members of the scheme. A qualifying scheme is one that meets the minimum requirements for auto-enrolment plus certain other qualifying criteria.
If you do not already offer a pension scheme to your workforce or if you have eligible jobholders who are not already active members of a pension scheme, you will need to put in place an auto-enrolment scheme to use for auto-enrolment. An automatic enrolment scheme is one which, in addition to meeting the minimum requirements and qualifying criteria, also:

- must not contain any provisions that prevent the employer from making arrangements to auto enrol, opt-in or re-enrol a jobholder, and
- must not require a jobholder to make any kind of choice or provide any information in order to become or remain an active member of the scheme

A key feature of an automatic enrolment scheme is that it is the employer’s responsibility, working with the pension scheme provider, to achieve active membership for the eligible jobholder.

The employee must not be asked to provide any additional information or make any kind of choice in order to either join or remain a member.

Churches, circuits and districts are therefore responsible for nominating their pension scheme for auto-enrolment. Payment of the Circuit’s contribution to an employee’s own Personal Pension will NOT satisfy the auto-enrolment obligations.

Find out more > For detailed information on minimum requirements, qualifying criteria and which pension schemes are suitable for auto-enrolment, refer to http://www.thepensionsregulator.gov.uk/docs/detailed-guidance-4.pdf

NEST (National Employment Savings Trust) is an auto-enrolment pension scheme set up by Government with a public service obligation to accept any employer who wishes to use it. This is in order to ensure that all employers have access to a suitable scheme to help them comply with their auto-enrolment duties.

Find out more > To find out more about the NEST scheme visit www.nestpensions.org.uk

‘What if I already have a pension scheme?’ It is unlikely that most current pension schemes will have been set up to meet all of the rules governing auto-enrolment. This means that an assessment of your scheme is vital and some changes may be required.

‘Whose responsibility is the provision of the pension scheme?’ It is the employer’s responsibility to decide what pension scheme is to be provided to their staff and to ensure that it meets the minimum requirements required by the Pensions Regulator.

Communicate with your employees

Employers must write to each member of staff to tell them how automatic enrolment affects them and to inform them of their rights. Information will need to be provided to employees at the time of the employer’s staging date and regularly, as and when new employees become eligible in the future.

Letters to eligible jobholders must state that they have been automatically enrolled and have the option to opt out within the opt-out period and re-enrolment following opt-out.

Non-eligible jobholder letters must state that they have the right to opt-in to an automatic enrolment scheme, and that the employer will pay contributions if they choose to opt in. If a non-eligible jobholder chooses to opt in to a pension scheme, they must do so by giving an “opt-in notice”.

Entitled worker letters must state that they the right to join a pension scheme by issuing a join-in notice

On receipt of a joining notice, the employer must then arrange membership of a scheme for them, however they are not treated the same as those who are enrolled
The information to be provided will be specified and may include all of the following:

- A statement that the employee has been or will be automatically enrolled into a pension scheme.
- The date of enrolment.
- Name, address, telephone number and electronic contact details of the scheme.
- The value of contributions payable to the scheme by the employer and employee.
- Confirmation of/that contributions have been or will be deducted from qualifying earnings/pensionable pay and how tax relief will be given.
- A statement that the employee has a right to opt-out of the scheme during the ‘opt-out period’ (indicates the start and end dates of the opt-out period).
- The source from which the opt-out notice can be obtained.
- Confirmation that once opted-out, the employee will be treated for all purposes as not having become an active member of the scheme on that occasion. Once a valid opt-out notice has been given to the employer, any contributions paid by the employee will be refunded (with the opt-out period). After the employee has opted-out, they can opt back in. If they opt-out, the employee will be automatically re-enrolled into a qualifying scheme.
- Details of where the employee can obtain further information about pensions and saving for retirement.

The specified information must be provided in writing, which can be email. But, it should be provided, rather than requiring the employees to find it.

If the specified information requires personal or individual data to be communicated, it should not be included in a generic communication.

The duty is on the employer to provide the right information to the right individual at the right time. Someone acting on the employer’s behalf can provide the information, but it remains the employer’s responsibility to make sure it is provided on time and is complete and correct. Employers have six weeks from the start of their legal duties to issue required communications.

The Pensions Regulator provides a letter template tool, which contains templates, and guidance to help employers comply with their duty to provide information to workers.

**Find out more > Write to your staff**

**Automatically enrol your eligible jobholders**

After you have carried out the assessment of your workers and you have an appropriate pension scheme in place, your next step will be to arrange for your eligible jobholders to become active members of the scheme on their automatic enrolment date and provide them with the relevant information.

Auto-enrolment must be completed within six weeks of the eligible jobholder’s automatic enrolment date; this period is called the ‘joining window’. An eligible jobholder’s automatic enrolment date is the date from which active membership of a pension scheme must start and the start date for the calculation of contributions to be paid into the pension scheme.

Whether you are automatically enrolling an eligible jobholder or enrolling a jobholder who opts in, the process is the same during the **joining window**.

**Joining window: The six-week period from the automatic enrolment date or enrolment date during which the employer must ensure the individual is enrolled in an automatic enrolment scheme and all processes are completed. Enrolment must be effective from the automatic enrolment date or enrolment date.**
Automatic enrolment process
Automatically enrolling your eligible jobholders involves the following:

- Send information about the scheme and employees’ rights to the employees
- Send the employee’s personal information to the pension scheme provider to set up membership
- Start collecting contributions (update payroll).
- Making arrangements to achieve active membership of the scheme for the employee with effect from their auto-enrolment date
- Record the date you achieve membership for the worker: opt-out window starts from this date or (if later) date on which information sent to the employee was received

The following information about your eligible jobholders (or non-eligible jobholder who have opt-in) should be sent to the pension scheme provider:

- name
- gender
- date of birth
- auto-enrolment date
- postal residential address
- National Insurance number (NINO).

You may also be required to provide the following information for each employee, depending on the pension scheme set-up:

- postal work address
- work email address (if one exists)
- personal email address (if you hold this information)
- gross earnings in any pay reference period
- the value of any contributions payable to the pension scheme by you and the eligible jobholder in any pay reference period where this information is available.

For churches, circuits and districts using the central payroll bureau, monthly payroll related information (include appropriate written authorisation) must be received at least one week before payday.

What if my employees don’t want a pension scheme? You must have a pension scheme in place and you must auto-enrol employees into it. If they decide they do not wish to join then they may “opt-out”. As an employer, you must keep records to show that they were auto-enrolled and that they decided to opt-out. The process must then be repeated three years after the employee opted-out.

After automatic enrolment

After you have auto-enrolled Eligible Jobholders you must calculate and pay your own contributions to the pension scheme, as well as calculate, deduct and pay the employees’ contributions in a timely manner.

The Pensions Regulator (TPR) suggests you make the process ‘business as usual’, and part of your monthly payroll process by:

- Paying regular contributions into the pension
- Monitoring the age and earnings of employees, and new employees joining
- Process any opt-in, joiners or opt-out requests
- Keep and maintain accurate records
- Re-enrol any previous opt-outs every three years
Auto Enrolment & New Employers

If you are employing staff for the first time after 1 October 2017, your legal duties for automatic enrolment begin on the day your first member of staff starts work, you will not have a staging date. Instead they will have an auto enrolment ‘duties start date’. Employers must be ready to comply with their legal auto enrolment duties as soon as the first employee begins employment.

New employer who are about to employ someone for the first time, will need to complete certain tasks in preparation for auto enrolment.

- Registered as an employer with HMRC and inform TPR of the chosen point of contact for auto enrolment.
- On the duties start date, similar to what happens at staging, all staff must be assessed to see if they meet the criteria to be put into a pension scheme.
- Eligible employees must be automatically enrolled into a qualifying auto enrolment pension scheme, where the employer must also make contributions to the pension pot.
- All employees must receive communications informing them of how auto enrolment will affect them and what their rights are.
- Employers must also complete the declaration of compliance within 5 months of the duties start date.

Within five months of taking on staff, employers must complete a declaration of compliance to tell the Pensions Regulator what they have done to meet their duties.

Pensions Regulator A5 leaflet explaining automatic enrolment for new employers
The Pensions Regulator has information and guidance on what to do if you have missed your duties start date.

Other ongoing responsibilities for employers

Monitoring Ages and Earnings
You should have a system in place to monitor the ages and earnings of each member of staff and to alert you if any of their rights change, e.g. by turning 22, or their earnings changing, as your duties in relation to them will change. This age and earnings check must happen every time you run payroll.

An employee’s earnings are important - if a member of staff is earning under £10,000 and has an increase in salary over this amount, you will need to automatically enrol them.

Managing Opting In and Joining Process
All requests to opt-in or join must be in writing and signed by the employee asking to opt-in or join the pension scheme. If the request is made electronically, it must include a statement from them that they personally submitted the request.

It could be months or even years after you first informed the employee about their right to opt-in or join the scheme that they choose to do so. You will need to check they are still entitled to opt-in or join by checking their age and earnings.

The Opt-In process for non-eligible jobholders
After completing the assessment of your workforce and having identified non-eligible jobholders, you must give them the opportunity to opt-in to your auto-enrolment scheme and benefit from your contributions.

- non-eligible jobholders; and
• eligible and non-eligible jobholders who have previously opted out or otherwise left a qualifying pension scheme

On receipt of a valid opt-in notice, you must follow the same process that is in place for eligible jobholders (i.e. the normal auto-enrolment process). You will need to assess which category the worker falls into, auto-enrol the worker into a qualifying pension scheme from the opt-in enrolment date (first day of the next pay reference period), and give the opportunity to opt-out.

Where an employee has ceased to be an active member within the last 12 months or has chosen to opt-out within the last 12 months then the employer does not need to action the opt-in request. If the employer chooses to action the opt-in then the employer must follow the auto-enrolment process.

The enrolment date will be the first day of the next pay reference period, after receiving the opt-in notice. If you have already closed the payroll for the next pay reference period then the enrolment date can commence on the first day of the second pay reference period.

Again, detailed records will be needed to ensure that each employee has been correctly informed and treated.

The Joining process for entitled workers
On receipt of a valid joining notice, you must arrange for that employee to join your pension scheme. This does not have to be the same scheme that you use for your eligible and non-eligible jobholders. You are not obliged to make any contribution for an entitled worker.

You do not have to act on the joining notice if your employee has stopped membership within the previous 12 months.

To create active membership you must:
• Contact the pension scheme and provide them with the relevant information to set up the membership
• Choose whether or not to make employer contributions
• Update payroll
• Keep a record of the joining notice
• Monitor the employee for any change in their status to become an eligible jobholder.

Opting Out
Eligible jobholders and non-eligible jobholders who have opted in have a right to opt-out of the pension scheme within one month or the latter of becoming an active member and receiving the required information from their employer. This is known as the statutory opt-out window/period.

*Opt-out period: The one-month period starting on the date of actually being admitted to membership (or later provision of auto-enrolment information) during which the worker can opt out of membership and have everything undone as if they had never been admitted. The period is extended to six weeks if an invalid opt-out notice is given*

Where an employee opts out within this one-month statutory window, the employer should treat the employee as if he or she had never joined, and give the employee a refund of contributions.

Employees must obtain an opt-out notice directly from the pension scheme rather than from their employer (this is to ensure that that the employer does not encourage the decision to opt-out), and employers must ensure that there are systems in place to support this. The employee must complete and return the opt-out notice to the employer.

Employers will have to record the employee’s choice and once the employer receives a valid opt-out notice, they must:
• notify the pension provider of the opt-out (send the opt-out notice and keep a copy for your record)
• stop deducting contributions from the employee’s salary (update payroll) and
• refund any contributions that have already been made (see refund Section below)
• Re-enrol the worker at the next re-enrolment date if eligible

If an employee decides to leave the scheme after the opt-out period, they normally will not receive a refund of contributions. Instead, they will have the option to leave their retirement savings invested or transfer them elsewhere subject to the scheme rules.

Entitled workers do not have the right to opt-out, and can only cease membership of their scheme. The scheme rules will determine if any contributions made by the entitled worker are to be refunded.

An employee who has previously opted out of a qualifying scheme may opt back in by submitting an opt-in form to his or her employer. However, the employer is not required to comply with the opt-in notice if the employee has previously opted in within the past 12 months.

Find out more > Opting out

Refunds
The regulations state that the employer is responsible for refunding any contributions deducted during the opt-out period to an employee. Your payroll will have a record of how much this is.

You will need to refund any contributions deducted from pay within a month of the employee opting out. Normally, you should issue the refund in the next payroll after you get the opt-out notice.

Record Keeping
The auto-enrolment regime places new legal requirements on employers, trustees, managers and providers of pension schemes to keep certain records.

While efficient record keeping has always been a vital part of running a pension scheme effectively, the records that an employer will have to keep in respect of auto-enrolment will enable them to prove to the Regulator that they have complied with their new duties and could also help avoid potential disputes with employees.

Once an employer comes within the auto-enrolment regime they will have to:
• preserve the relevant records; and
• produce those records to the Regulator if requested.

Inevitably these records will consist of information about individuals and so the data will be protected, and the employers will have to ensure they are complying with their obligations.

To adhere to auto-enrolment regulations, you must keep the following records about your employees:

<table>
<thead>
<tr>
<th>Who the record relates to</th>
<th>What record must be kept</th>
<th>How long must it be kept</th>
</tr>
</thead>
</table>
| Eligible and non-eligible jobholders who become members | 1. Name  
2. NI number  
3. Date of birth  
4. Gross earnings in the pay reference period  
5. The amount of employer and employee contributions  
6. The date contributions were paid to the scheme | 6 years |
Warning: The records that the employer has a duty to keep for pension auto-enrolment will contain personal data for the purposes of the Data Protection Act 1998. Therefore, in addition to the duties that the employer has under the auto-enrolment legislation, it will have a duty under the Data Protection Act 1998 to ensure that the records that it retains are accurate, up to date and not excessive, and are safely stored in a secure location.

Records must be kept about the pension scheme as well:

<table>
<thead>
<tr>
<th>Type of pension scheme being used</th>
<th>What record must be kept</th>
<th>How long must it be kept</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined contribution occupational trust-based scheme (UK-administered)</td>
<td>1. Employer pension scheme reference number 2. Scheme name and address</td>
<td>6 years</td>
</tr>
<tr>
<td>Contract-based personal pension scheme (UK-administered)</td>
<td>1. Employer pension scheme reference number 2. Name and address of pension provider</td>
<td>6 years</td>
</tr>
</tbody>
</table>

The pension scheme provider must keep the following information about the pension scheme member recorded:

<table>
<thead>
<tr>
<th>What record must be kept</th>
<th>Who the record relates to</th>
<th>How long must it be kept</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active member</td>
<td>1. Full name 2. Date of birth 3. NI number 4. Gender 5. Residential address (including postcode) 6. Date on which the person became an active member of the scheme 7. The date on which the person ceases to be an active member of the scheme 8. A description of the member’s status (i.e. active if a member is receiving contributions or, inactive if the member falls outside of this category)</td>
<td>6 years</td>
</tr>
<tr>
<td>Jobholders who opt-out</td>
<td>1. Full name 2. The date on which the scheme was informed by the employer of the jobholder’s decision to opt-out</td>
<td>4 years</td>
</tr>
<tr>
<td>Pension Scheme</td>
<td>Pension scheme Employer pension scheme reference number</td>
<td>6 years</td>
</tr>
</tbody>
</table>
Please note: The Data Controller for local Methodist churches, circuits and districts is Trustees for Methodist Churches (TMCP), the guidance is being released on TMCP’s website and you should find some initial guidance here: https://www.tmcp.org.uk/about/data-protection

Compliance
The Pensions Regulator has overall responsibility for overseeing automatic enrolment implementation in the UK. If you fail to create an auto-enrolment scheme and enrol your employees into it, or TPR believes that you are actively avoiding contributing to your workplace pension scheme, then it has a range of measures to encourage compliance. These begin with a non-compliance notice but can escalate into very significant fines for every day an employer fails to implement a scheme.

An employer must complete a declaration of compliance (to register) with The Pensions Regulator within five months of the staging date. In essence, the registration process requires the employer to:
• confirm the correct auto-enrolment procedures have been followed and
• provide various pieces of information such as details of the scheme and the number of eligible jobholders enrolled.

Find out more > Automatic enrolment declaration of compliance (registration)

Contractual enrolment
Some employers enrol employees into a pension scheme from the first day of employment in accordance with their contractual terms and conditions, known as "contractual enrolment". Where this happens some of the normal automatic enrolment requirements and rights do not apply. For example, the employee does not have a statutory right to opt-out and can leave the scheme only in accordance with its rules.

If an employee leaves the pension scheme, having been contractually enrolled, the employer will need to assess the employee's automatic enrolment status to determine its future obligations.

Safeguards
You must not take any action which results in your employees ceasing active membership of your qualifying pension scheme. Any choice to leave the scheme or opt-out should be made solely by your employee.

You must also not do anything to avoid having to automatically enrol new employees. For example, you must not screen job applicants so that those less likely to join the pension scheme are employed.

You must not pressure employees into leaving the pension scheme, for example by offering extra pay or holiday or suggesting that future progression within the company would be compromised.

Dos and don'ts
• Do help employees understand when and how auto-enrolment will apply to them, referring them to internal communication documents on the rules or to other sources where you are unable to answer their queries.
• Do treat employees equally whether or not they are members of a qualifying pension scheme.
• Don't induce or encourage an employee to opt-out of a qualifying pension scheme.
• Don't provide new employees with an opt-out form in any joining or HR documents, but you can let them know where they can get an opt-out form (normally from the pension scheme’s managers or administrators).
• Don't base decisions on whether or not employees choose to opt-out of pension auto-enrolment.
• Don't ask job applicants or employees if they would like to opt-out of your pension scheme.

Find out more > Detailed guidance no.8 – Safeguarding individuals
Automatic Re-Enrolment & Re-Declaration of Compliance

As part of the automatic enrolment legislation, you have a duty to assess and re-enrol eligible employees into a workplace pension scheme every three years after your staging date.

There are two types of re-enrollment in The Pensions Regulator’s (TPR’s) guidance: cyclical and immediate. This guidance will cover cyclical re-enrolment, which is also called three yearly re-enrolment.

Cyclical: Eligible Jobholders who opted out or chose to cease membership after your staging date must be put back into an automatic enrolment scheme after three years, and thereafter on a three-yearly cycle.

Immediate: Jobholders whose active membership of a qualifying scheme has ceased not on their own account must be put back into an automatic enrolment scheme immediately when certain conditions are met.

Cyclical Re-enrolment
Three years from the staging date an employer will need to assess its workforce and determine if any employees need to be automatically re-enrolled. The enrolment process is broadly the same as at the staging, but there are some points an employer needs to be aware of: The table below shows the key differences between automatic enrolment (AE) and cyclical automatic re-enrollment.

<table>
<thead>
<tr>
<th>Automatic enrolment</th>
<th>Cyclical automatic re-enrolment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applies to eligible jobholders</td>
<td>Applies to an eligible jobholder who already has an Auto Enrolment</td>
</tr>
<tr>
<td>Postponement can be used</td>
<td>Postponement cannot be used</td>
</tr>
<tr>
<td>Assessment is required for all workers</td>
<td>Assessment is required for eligible jobholders who have left a scheme having previously been automatically enrolled or opted in or have ceased membership of a qualifying scheme.</td>
</tr>
<tr>
<td>The assessment process for AE is run by the employer in each pay reference period</td>
<td>The assessment process for re-enrolment is separated to the usual assessment process for Auto Enrolment</td>
</tr>
<tr>
<td></td>
<td>There are several automatic and optional exceptions to the re-enrolment duty.</td>
</tr>
</tbody>
</table>

Choose your re-enrolment date

The first step is to choose your re-enrolment date. Your re-enrolment date is your staging or duties start date plus three years. You have a window of 6 months, this window falls three months either side of the third anniversary of your staging date or duties start date.

Once you’ve decided when your re-enrolment date is, you’ll need to re-enrol all eligible employees within six weeks of that date.
An example of the re-enrolment window for an employer who staging on 1 May 2016 is shown below.

<table>
<thead>
<tr>
<th>Re-enrolment window</th>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
<th>Month 4</th>
<th>Month 5</th>
<th>Month 6</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 February 2019</td>
<td>1 May 2019</td>
<td>30 July 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

You must re-enrol anyone who:

- Left your auto enrolment pension scheme more than 12 months before your re-enrolment date
- Is aged between 22 and state pension age
- Earns over the earnings threshold (currently £10,000 per annum)

Having worked out which staff must be re-enrolled, you must now put them back into a pension scheme within six weeks of your re-enrolment date. It is your legal duty to write to each member of staff you have put enrolled into your pension scheme. This must be completed within 6 weeks after your re-enrolment date.

**Re-enrolment duties**

Your duties will vary depending on whether you have staff to re-enrol. You will need to complete a re-declaration of compliance to inform the Pensions Regulator that you have met your automatic re-enrolment duties.

- Employers must re-enrol eligible jobholders who are no longer active members (because they chose to opt out or cease membership) on a periodic basis – broadly, **every three years**. (Cyclical Process)
- Where jobholders’ continuity of membership has been disrupted because of something outside their control, for example, where an existing scheme has ceased to meet the quality standards or has ceased to qualify because it has closed to future accrual or contributions. The employer must re-enrol jobholders back into a qualifying scheme immediately (normally from the next day) if specified conditions are met. (Immediate Process)
- This immediate re-enrolment duty will normally apply to both eligible and non-eligible jobholders whose active membership has been disrupted.
- The employer only needs to assess workers who have opted out or ceased active membership (more than 12 months before the automatic re-enrolment date) to work out whether they meet the eligible jobholder criteria.
- Postponement cannot be used with automatic re-enrollment.
- Re-declaration of compliance - re-enrolment and re-declaration is your legal duty and if you don’t act you could be fined.

Unlike at their staging date, the employer does not have to include all their workers in the assessment. To find out more please click on the link below.

*Find out more* > [Automatic re-enrolment: Putting workers back into pension scheme membership](#)
Help from the Pensions Regulator

The Pensions Regulator is the body which regulates work-based pension schemes in the UK.

The TPR website features a step-by-step employers duties tool to guide employers through the auto enrolment process, help on staging dates, employer duties summary table, case studies and information on choosing a pension scheme. A list of pension schemes available to small employers is also available.

An extensive document library is provided with resources on the new employer duties.

Tele: 0845 600 1011
Email: customersupport@autoenrol.tpr.gov.uk

Last Modified
November 2019
APPENDIX 9.1 PENSION AUTOMATIC ENROLMENT AND RE-ENROLMENT

Please note that for ease of reference we will be referring to churches, circuits and districts as ‘the employer’ throughout this document.

What is pension automatic enrolment?

Automatic Enrolment is a Government initiative to help more people save for later life through a pension scheme at work. Automatic enrolment means that all employers will need to enrol their qualifying employees into a workplace pension scheme. Employers then have to make contributions to their workers’ pensions every pay period.

If you employ at least one person you are an employer and you have certain legal duties.

Employer responsibilities

Employer will need to:

- Nominate a point of contact
- Determine their staging date
- Workforce assessment - Classify workers into four categories (eligible, non-eligible, entitled and other)
- Review any existing pension arrangements to see if they could be used or adapted for auto enrolment
- Providing a qualifying automatic enrolment pension scheme
- Writing to all applicable worker outlining what automatic enrolment into a workplace pension will mean for them
- Provide designated communications to eligible jobholders within prescribed time limits
- Provide designated communications to non-eligible jobholders within prescribed time limits
- Provide designated communications to entitled workers within prescribed time limits
- Automatically enrolling all eligible jobholder into the scheme
- Pay contributions on behalf of eligible employees
- Have a process for opt outs, including:
  - Keeping auditable records
  - Making repayments to employees if deductions have already been processed
  - Stopping future deductions
  - Re-enrolling opted out employees every 3 years
- Accept applications from non-eligible employees opting in
- Pay contributions on behalf of non-eligible employees
- Accept applications to join from entitled workers
- Deduct contributions from pay for entitled workers opting in
- Complete the Declaration Of Compliance (‘Registration’) with The Pensions Regulator
- Re-assess workers at each payroll and repeat the above
- Continue to automatically enrol certain workers into your pension scheme (new starters)
- Monitor age and earnings regularly as workers can move between different categories
- Record keeping - Maintain records to prove compliance with the employer’s duties
- Re-enrol workers who opt-out of your scheme approximately every three years
- Re-register with the Pensions Regulator approximately every three years (Re-declaration of compliance

The Pensions Regulator has produced detailed guidance, which provides everything an employer will need for Pension Automatic Enrolment. In addition, we have put together this summary of employer duties and we hope this will help you plan how to tackle automatic enrolment.

The process for managing automatic enrolment is similar regardless of the number of employees you have. Whether you employ one person or five you (the employer) have certain legal duties.
When do the pensions auto-enrolment requirements apply?

For churches, circuits and districts with locally employed lay employees paid through the central payroll bureau their staging date is **01 April 2016 or 01 May 2016**. Circuits, which do not use the central payroll bureau, will be notified of their staging date independently by the Pensions Regulator.

When a new company is created, their employer duties begin on their ‘automatic enrolment start date’. This is the date your first employee joins the company. This also sets the date for automatic re-enrolment.

The employer has six weeks from its staging date to complete auto-enrolment for eligible employees.

This involves giving information to the pension scheme about each employee and enrolment information to the employee, and arranging for active membership of the scheme for the employee from the auto-enrolment date (i.e. the staging date). See automatic enrolment process below.

**Key Dates**

<table>
<thead>
<tr>
<th>Staging date</th>
<th>The date the regime first applies to an employer. The staging date is listed on the Pensions Regulator’s website.</th>
</tr>
</thead>
</table>
| Automatic enrolment date | The date the worker first becomes an eligible jobholder i.e. staging date, a jobholder’s first day at work if he/she is an eligible jobholder. 
*Monitor for changes, for example with worker pay rises or birthdays* |
| Deferral date      | The date auto-enrolment will apply to a worker if you postpone enrolment, for example to align it with your payroll cycle. 
With effect from 1 April 2017, this ability to defer was extended to new employers. |
| Assessment date    | The date as at which you test eligibility and earnings. |
| Enrolment date     | The date enrolment applies to a jobholder who opts-in to scheme membership. |
| Re-enrolment date  | The date re-enrolment duties apply to the employer, normally at three-yearly intervals after the staging date. |

Assessing the composition of your workforce: who must be auto-enrolled?

The Automatic Enrolment legislation divides “workers” into three distinct categories for the purpose of determining an employer’s obligations towards them, with the duty to auto-enrol into a qualifying scheme.

**Workers** are defined under s.88 of the Pensions Act 2008 as ‘individuals who work under a contract of employment, or have a contract to provide work or services for the employer personally but who are not undertaking the work as part of their own business’.

What is the difference between a worker and an employee?

Generally, an *employee* works under a contract of employment. A contract does not need to be in writing; it exists when a worker and an employer agrees on terms and conditions of employment (express or implied).

The contract normally sets out what work the individual is expected to do and the fact that they will be expected to do the work. Put simply, the individual cannot send someone else to do the work for them.

A *worker* for automatic enrolment purposes is:

- an employee under a contract of employment aged between 16 and 74 inclusive
any other contract under which the individual undertakes to do work or perform services personally for another party to the contract (and is not undertaking the work as part of their own business).

- who works or normally works in the UK

**Ordinarily working in the UK?**
This is not about nationality. Where is the contract based? How does it work in practice? Is the employment still based in the UK?

Once an employer has identified that they have a worker, the next step is to ascertain what type of worker they have.

- The category into which a worker falls is determined by their age and whether they have qualifying earnings.
- The duties are different for each category and are described in the section called Employer duties.

As part of the assessment the key criteria are:

- the worker’s age
- whether the worker is working or ordinarily working in the UK
- whether they have qualifying earnings in the relevant pay reference period.

This assessment must leave sufficient time for you to auto-enrol “eligible jobholders” within one month of your staging date or their auto enrolment date. You are then obliged to re-assess your workers continuously, in each relevant “pay reference period”, which will coincide with your normal pay cycle, to determine if their category has changed and therefore their rights have changed.

An assessment must be conducted at particular points in time, or when particular events occur.

These dates include:

- the **first day of employment**, for an employee who starts employment after the employer’s staging date. When a new employee starts, you will need to check whether they are eligible for automatic enrolment. If they are, you will need to enrol them into your pension scheme following the same process as you did at staging.
- the **first day of each pay reference period**, where the first assessment identifies the employee to be a non-eligible jobholder or entitled worker
- **on the date the employer receives an opt-in or joining notice** from an employee

The 3 categories of worker established by the auto-enrolment legislation are:

(a) **Eligible jobholder:**
A worker who work, or ordinarily work in the UK. Is at least 22 but below the state pension age and has earnings that exceed the “earnings trigger in a relevant “pay reference period”. The trigger is set at £10,000 per year for the 2018/2019 tax year.

The employer must auto-enrol eligible jobholders into a qualifying pension scheme and pay the contribution for these workers for as long as they remain an active member of the scheme.

(b) **Non-eligible jobholder:**
A worker who work, or ordinarily work in the UK. Is aged between 16 and 21 or between state pension age and 74 and has qualifying earnings above the earnings trigger (£10,000 in 2018/2019) or a worker who is aged between 16 and 74 and has earnings over the qualifying earnings threshold but below the earnings trigger (i.e. between £6,032 and £10,000 in 2018/2019).
While the employer does not have a duty to auto-enrol non-eligible jobholders, the jobholder has the right to opt-in to a qualifying pension scheme. If the jobholder chose to join/opt-in then the employer must pay the contribution for these workers for as long as they remain an active member of the scheme.

(c) **Entitled worker:**
A worker who, work, or ordinarily work in the UK. Is aged between 16 and 74 and earns less than the qualifying earnings threshold (£6,032 in 2018/2019).

Entitled workers have the right to join a pension scheme registered with HM Revenue and Customs. There is no requirement for the employer to make a contribution.

The categories are more easily represented as follows:

<table>
<thead>
<tr>
<th>Annual (Gross Earnings) 2019/20 Tax Year</th>
<th>Age 16 to 21</th>
<th>Age 22 to 65 (SPA)</th>
<th>Age 66 to 74</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than £6,136 (£512/month)</td>
<td>Entitled Workers</td>
<td>Can request to be enrolled into a pension scheme. However, this does not have to be the qualifying pension scheme and they are not entitled to receive employers contribution</td>
<td></td>
</tr>
<tr>
<td>Between £6,032 (£512/month) and £10,000 (£833/month)</td>
<td>Non-Eligible Jobholder</td>
<td>Must be given the right to opt-in to a qualifying pension scheme</td>
<td></td>
</tr>
<tr>
<td>Above £10,000 (£833/month)</td>
<td>Non-Eligible Jobholder</td>
<td>Must be given the right to opt-in to a qualifying pension scheme</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Eligible Jobholder</td>
<td>Must be automatically enrolled in a qualifying pension scheme (may opt-out)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non-Eligible Jobholder</td>
<td>Must be given the right to opt-in to a qualifying pension scheme</td>
<td></td>
</tr>
</tbody>
</table>

* The following people will be treated as workers but are not covered by the employer’s duties:
  - those who do not work or ordinarily work in the UK
  - those under age 16 and
  - those aged 75 and over.
They cannot ask to join the workplace pension scheme.

**Employers contribution**

See section 9 of the Lay Employment Advisory Pack.

**Qualifying earnings** are a band of gross annual earnings used as the basis for assessing eligibility and contributions. Only those earnings between £6,032 and £46,350 per year, or £530 and £3,863 per month, or £116 and £892 per week for the 2018/19 tax year are pensionable.

For these purposes, “**earnings mean gross earnings**” including salary, wages, commission, bonuses, overtime, statutory sick pay, statutory maternity pay, ordinary and additional statutory paternity pay and statutory adoption pay.

Not everyone with qualifying earnings is eligible for auto-enrolment: only those who earn more than the earnings trigger are eligible jobholders who need to be auto-enrolled.
Once you’ve decided how much you’ll contribute it’s a good idea to do some financial planning, budgeting for this cost.

**Expected earnings thresholds for the 2020/2021 tax year**

<table>
<thead>
<tr>
<th>Pay reference period</th>
<th>2020 - 2021</th>
<th>Annual</th>
<th>1 week</th>
<th>Fortnight</th>
<th>4 weeks</th>
<th>1 month</th>
<th>1 quarter</th>
<th>Bi-annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower level of qualifying earnings</td>
<td></td>
<td>£6,240</td>
<td>£120</td>
<td>£240</td>
<td>£480</td>
<td>£520</td>
<td>£1,560</td>
<td>£3,120</td>
</tr>
<tr>
<td>Earnings trigger for automatic enrolment</td>
<td></td>
<td>£10,000</td>
<td>£192</td>
<td>£384</td>
<td>£768</td>
<td>£833</td>
<td>£2,499</td>
<td>£4,998</td>
</tr>
<tr>
<td>Upper level of qualifying earnings</td>
<td></td>
<td>£50,000</td>
<td>£962</td>
<td>£1,924</td>
<td>£3,847</td>
<td>£4,167</td>
<td>£12,500</td>
<td>£25,000</td>
</tr>
</tbody>
</table>

*Link: [Automatic enrolment earnings thresholds](#)*

**Other Types of Employee**

**Agency workers** - The party that holds the contract of employment for agency workers is responsible for the auto-enrolment duties. For example, if a recruitment agency holds the contract of employment for one of your temporary workers, it will be the agency that will have to conduct the auto-enrolment duties.

**Trainees and apprentices** can all count as workers. There is no minimum service requirement.

**Officeholders and volunteers** do not usually count.

**Contractors and consultants** may need to be covered unless they are in business on their own account (i.e. you are a client of their business).

**Secondment** - If an employee is on secondment to another organisation, they retain the terms and conditions of their originating employer and the originating employer is responsible for automatically enrolling the employee.

**Self-employed** - An individual working under a contract for services with an employer is not normally a worker and so there is no requirement to auto enrol.
**TUPE transfers:** Where a worker changes employer as a result of a Transfer of undertakings protection of employment (TUPE) transfer, the new employer will be responsible for complying with the employer duties that arise in relation to that worker. This means they will have to assess the worker with effect from the transfer date and where appropriate, automatically enrol them.

**Multiple contracts with one employer (i.e. 2 Part time jobs)** - If you have a worker with multiple contracts but in reality, there is one employment relationship, assess earnings based on aggregate pay across all contracts.

Please note: You must continue to assess your workforce before each pay day following your staging/duty start date. You’ll need to monitor any changes in the age and earnings of your staff. You may have taken on a new employee who needs to be automatically enrolled, or perhaps one of your existing employees has reached their 22nd birthday or has received a pay rise and so becomes an ‘Eligible Jobholder’. The auto enrolment ‘assessment’ process should therefore become part of your regular payroll routine.

**Employer’s Duties**

Please note: **The results from the assessment determine your duties towards each of your employees.**

The Pension Automatic Enrolment legislation sets out the employer’s duties you have for different types of workers who wholly or ordinarily work in the UK. The tables below summarise the eligibility requirement and employer’s duties for eligible, non-eligible jobholders and entitled workers.

**Eligible jobholders**

Must be enrolled into an “automatic enrolment scheme”.

- Provide certain information to the pension scheme and eligible jobholder
- Automatically enrol them into an auto-enrolment scheme
- Deduct contributions from their salary and make contributions on their behalf
- Process any opt-out notices and refund any contributions paid. An eligible job holder can opt-out of the scheme, but cannot be encouraged to do so, and cannot do so prospectively, i.e. they have to be enrolled before they can opt-out. This means that you will have to enrol them and make contributions which will have to be refunded if they subsequently opt-out.
- Roughly every three years re-enrol those who have previously opted out, stopped making contributions or ceased membership more than 12 months before each re-enrolment date
- Keep records of the auto-enrolment and opting out processes and provide them to TPR if requested

**Non-eligible jobholders**

Non-eligible jobholders are entitled to opt-in to an automatic enrolment scheme.

- Provide certain information to the non-eligible jobholder, including their right to opt-in to an automatic enrolment scheme
- Arrange pension scheme membership (if they chose to opt-in) in the same way that as for an eligible jobholder
- Deduct contributions from their salary and make contributions on their behalf
- Process any opt-out notices and refund any contributions paid
- Continue to assess the non-eligible jobholder in case they change category depending on age and earnings
- Keep records of the enrolment, opting in and opting out processes and provide them to TPR if requested

**Entitled workers**

Entitled workers are not entitled to auto-enrolment.

- Provide certain information about their right to join a pension scheme
- Arrange pension scheme membership (if they request to join)
• The scheme doesn’t have to be an automatic enrolment scheme
• Deduct contributions from their salary and pay these into the scheme
• Employers are not required to make contributions although they can choose to do so
• Continue to assess the entitled worker in case they change category depending on age and earnings
• Keep records of the joining process and provide them to TPR if requested

Find out more > Detailed information on assessment can be found on http://www.thepensionsregulator.gov.uk/docs/detailed-guidance-3.pdf

Exceptions to the Employer Duties

From 1 April 2015, in certain circumstances, the employer duties in relation to an eligible jobholder, non-eligible jobholder or an entitled worker changed or do not apply.

The main categories are –

– **Workers who have been given notice or been given notice of the end of their employment** (including notice of resignation, retirement and dismissal), where notice is given (either by the employer or the worker) within 6 weeks after the automatic enrolment date or re-enrolment date. If notice of termination is withdrawn, the duty to enrol ceases to be permissive, in which case eligible jobholders should be enrolled as normal. Note that this easement does not apply where a fixed term contract is due to end.

– **Workers who cancel (opt-out or cease active membership** of a qualifying scheme within the 12-month period before the employer’s staging date or re-enrolment date. For example, if a contractually enrolled member leaves a qualifying scheme less than a year before the re-enrolment date, the employer may choose whether to include them in the re-enrolment process. If the worker were not included, then (subject to the worker exercising opt-in rights) there would normally be no duty to re-enrol the worker until the employer’s next three-yearly re-enrolment date.

– **Workers with tax-protected status** (fixed, enhanced, primary or individual lifetime allowance protection). This exception applies where the employer has reasonable grounds to believe that the individual has the relevant tax protection (for example, based on having seen the relevant HMRC certificate). Individuals with fixed or enhanced lifetime allowance protection who are automatically enrolled into a pension scheme will lose their protection if they do not opt-out within the one-month statutory opt-out window. Therefore, it is important that employers identify any high earners who may be affected and inform them of the consequences if they do not opt-out immediately.

Employers are still required to inform such workers about opting-in/joining. Employers will still have the power to enrol all eligible workers regardless of whether they have tax protected status. It is for the employee to make that fact known to the employer.

– **Workers who are paid a winding-up lump sum** payment under an agreement that prevents employees receiving further pension accrual

See guidance document - Detailed guidance for employers Employer duties and defining the workforce: An introduction to the new employer duties
No Employer Duties
Automatic enrolment duties do not apply when an organisation is not considered an employer. For example, the organisation may no longer employ any staff or have ceased trading.

What do you need to do?
If one of the criteria listed applies to you and you have received a letter from the Pensions Regulator, tell the Pensions Regulator you’re not an employer by using our online form.

You will need your letter code and PAYE reference to hand.

If your circumstances change so that automatic enrolment duties apply to you, you will need to inform the Pensions Regulator of this as soon as possible.

Please Note: Auto-enrolment is a compulsory piece of legislation; all employers must ensure they have a compliant scheme in place. Failure to do so by your staging date will initially trigger various compliance warnings and advice from the Pensions Regulator, but the regulator also has the power to fine non-compliant employers, and these fines can be very significant amounts.

Automatic Enrolment scheme requirements
Schemes used for Automatic Enrolment must meet certain standards.

Payroll System
The system must be able to assess the status of each worker on an ongoing basis. For example, non-eligible jobholders and entitled workers must be assessed in each pay reference period, as the age bracket into which they fall, or their earnings may change (for example because overtime is paid), thus changing their status.

Any necessary contributions must be deducted from the appropriate point (backdating where necessary). The system must be set up so that employee’s contributions can be paid over to the scheme with the employer’s contributions.

The system must be able to identify and track jobholders who have opted out so that they can be re-enrolled three years later (three years from the staging date). See the re-enrolment section below.

Qualifying pension schemes
An essential part of the auto-enrolment process is ensuring that you are using a pension scheme suitable for automatic enrolment.

If you already offer a pension scheme to your workforce, you need to ensure that it is a qualifying scheme in order to continue using it for your eligible jobholders who are already members of the scheme. A qualifying scheme is one that meets the minimum requirements for auto-enrolment plus certain other qualifying criteria.
If you do not already offer a pension scheme to your workforce or if you have eligible jobholders who are not already active members of a pension scheme, you will need to put in place an **auto-enrolment scheme** to use for auto-enrolment. An automatic enrolment scheme is one which, in addition to meeting the minimum requirements and qualifying criteria, also:

- must not contain any provisions that prevent the employer from making arrangements to auto enrol, opt-in or re-enrol a jobholder, and
- must not require a jobholder to make any kind of choice or provide any information in order to become or remain an active member of the scheme

A key feature of an automatic enrolment scheme is that it is the employer’s responsibility, working with the pension scheme provider, to achieve active membership for the eligible jobholder.

The employee must not be asked to provide any additional information or make any kind of choice in order to either join or remain a member.

Churches, circuits and districts are therefore responsible for nominating their pension scheme for auto-enrolment. Payment of the Circuit’s contribution to an employee’s own Personal Pension will NOT satisfy the auto-enrolment obligations.

Find out more > For detailed information on minimum requirements, qualifying criteria and which pension schemes are suitable for auto-enrolment, refer to [http://www.thepensionsregulator.gov.uk/docs/detailed-guidance-4.pdf](http://www.thepensionsregulator.gov.uk/docs/detailed-guidance-4.pdf)

NEST (National Employment Savings Trust) is an auto-enrolment pension scheme set up by Government with a public service obligation to accept any employer who wishes to use it. This is in order to ensure that all employers have access to a suitable scheme to help them comply with their auto-enrolment duties.

Find out more > To find out more about the NEST scheme visit [www.nestpensions.org.uk](http://www.nestpensions.org.uk)

‘What if I already have a pension scheme?’ *It is unlikely that most current pension schemes will have been set up to meet all of the rules governing auto-enrolment. This means that an assessment of your scheme is vital and some changes may be required.*

‘Whose responsibility is the provision of the pension scheme?’ *It is the employer’s responsibility to decide what pension scheme is to be provided to their staff and to ensure that it meets the minimum requirements required by the Pensions Regulator.*

**Communicate with your employees**

Employers must write to each member of staff to tell them how automatic enrolment affects them and to inform them of their rights. Information will need to be provided to employees at the time of the employer’s staging date and regularly, as and when new employees become eligible in the future.

Letters to **eligible jobholders** must state that they have been automatically enrolled and have the option to opt out within the opt-out period and re-enrolment following opt-out.

**Non-eligible jobholder** letters must state that they have the right to opt-out to an automatic enrolment scheme, and that the employer will pay contributions if they choose to opt in. If a non-eligible jobholder chooses to opt in to a pension scheme, they must do so by giving an “opt-in notice”.

**Entitled worker** letters must state that they the right to join a pension scheme by issuing a join-in notice. On receipt of a joining notice, the employer must then arrange membership of a scheme for them, however they are not treated the same as those who are enrolled.
The information to be provided will be specified and may include all of the following:

- A statement that the employee has been or will be automatically enrolled into a pension scheme.
- The date of enrolment.
- Name, address, telephone number and electronic contact details of the scheme.
- The value of contributions payable to the scheme by the employer and employee.
- Confirmation of/that contributions have been or will be deducted from qualifying earnings/pensionable pay and how tax relief will be given.
- A statement that the employee has a right to opt-out of the scheme during the ‘opt-out period’ (indicates the start and end dates of the opt-out period).
- The source from which the opt-out notice can be obtained.
- Confirmation that once opted-out, the employee will be treated for all purposes as not having become an active member of the scheme on that occasion. Once a valid opt-out notice has been given to the employer, any contributions paid by the employee will be refunded (with the opt-out period). After the employee has opted-out, they can opt back in. If they opt-out, the employee will be automatically re-enrolled into a qualifying scheme.
- Details of where the employee can obtain further information about pensions and saving for retirement.

The specified information must be provided in writing, which can be email. But, it should be provided, rather than requiring the employees to find it.

If the specified information requires personal or individual data to be communicated, it should not be included in a generic communication.

The duty is on the employer to provide the right information to the right individual at the right time. Someone acting on the employer’s behalf can provide the information, but it remains the employer’s responsibility to make sure it is provided on time and is complete and correct. Employers have six weeks from the start of their legal duties to issue required communications.

The Pensions Regulator provides a letter template tool, which contains templates, and guidance to help employers comply with their duty to provide information to workers.

Find out more > Write to your staff

**Automatically enrol your eligible jobholders**

After you have carried out the assessment of your workers and you have an appropriate pension scheme in place, your next step will be to arrange for your eligible jobholders to become active members of the scheme on their automatic enrolment date and provide them with the relevant information.

Auto-enrolment must be completed within six weeks of the eligible jobholder’s automatic enrolment date; this period is called the ‘joining window’. An eligible jobholder’s automatic enrolment date is the date from which active membership of a pension scheme must start and the start date for the calculation of contributions to be paid into the pension scheme.

Whether you are automatically enrolling an eligible jobholder or enrolling a jobholder who opts in, the process is the same during the joining window.

---

*Joining window: The six-week period from the automatic enrolment date or enrolment date during which the employer must ensure the individual is enrolled in an automatic enrolment scheme and all processes are completed. Enrolment must be effective from the automatic enrolment date or enrolment date.*
**Automatic enrolment process**

Automatically enrolling your eligible jobholders involves the following:

- Send information about the scheme and employees’ rights to the employees
- Send the employee’s personal information to the pension scheme provider to set up membership
- Start collecting contributions (update payroll).
- Making arrangements to achieve active membership of the scheme for the employee with effect from their auto-enrolment date
- Record the date you achieve membership for the worker: opt-out window starts from this date or (if later) date on which information sent to the employee was received

The following information about your eligible jobholders (or non-eligible jobholder who have opt-in) should be sent to the pension scheme provider:

- name
- gender
- date of birth
- auto-enrolment date
- postal residential address
- National Insurance number (NINO).

You may also be required to provide the following information for each employee, depending on the pension scheme set-up:

- postal work address
- work email address (if one exists)
- personal email address (if you hold this information)
- gross earnings in any pay reference period
- the value of any contributions payable to the pension scheme by you and the eligible jobholder in any pay reference period where this information is available.

For churches, circuits and districts using the central payroll bureau, monthly payroll related information (including appropriate written authorisation) must be received at least one week before payday.

---

**What if my employees don’t want a pension scheme?** You must have a pension scheme in place and you must auto-enrol employees into it. If they decide they do not wish to join then they may “opt-out”. As an employer, you must keep records to show that they were auto-enrolled and that they decided to opt-out. The process must then be repeated three years after the employee opted-out.

---

**After automatic enrolment**

After you have auto-enrolled Eligible Jobholders you must calculate and pay your own contributions to the pension scheme, as well as calculate, deduct and pay the employees’ contributions in a timely manner.

**The Pensions Regulator** (TPR) suggests you make the process ‘business as usual’, and part of your monthly payroll process by:

- Paying regular contributions into the pension
- Monitoring the age and earnings of employees, and new employees joining
- Process any opt-in, joiners or opt-out requests
- Keep and maintain accurate records
- Re-enrol any previous opt-outs every three years
Auto Enrolment & New Employers

If you are employing staff for the first time after 1 October 2017, your legal duties for automatic enrolment begin on the day your first member of staff starts work, you will not have a staging date. Instead they will have an auto enrolment ‘duties start date’. Employers must be ready to comply with their legal auto enrolment duties as soon as the first employee begins employment.

New employer who are about to employ someone for the first time, will need to complete certain tasks in preparation for auto enrolment.

- Registered as an employer with HMRC and inform TPR of the chosen point of contact for auto enrolment.
- On the duties start date, similar to what happens at staging, all staff must be assessed to see if they meet the criteria to be put into a pension scheme.
- Eligible employees must be automatically enrolled into a qualifying auto enrolment pension scheme, where the employer must also make contributions to the pension pot.
- All employees must receive communications informing them of how auto enrolment will affect them and what their rights are.
- Employers must also complete the declaration of compliance within 5 months of the duties start date.

Within five months of taking on staff, employers must complete a declaration of compliance to tell the Pensions Regulator what they have done to meet their duties.

Pensions Regulator A5 leaflet explaining automatic enrolment for new employers
The Pensions Regulator has information and guidance on what to do if you have missed your duties start date.

Other ongoing responsibilities for employers

Monitoring Ages and Earnings
You should have a system in place to monitor the ages and earnings of each member of staff and to alert you if any of their rights change, e.g. by turning 22, or their earnings changing, as your duties in relation to them will change. This age and earnings check must happen every time you run payroll.

An employee’s earnings are important - if a member of staff is earning under £10,000 and has an increase in salary over this amount, you will need to automatically enrol them.

Managing Opting In and Joining Process
All requests to opt-in or join must be in writing and signed by the employee asking to opt-in or join the pension scheme. If the request is made electronically, it must include a statement from them that they personally submitted the request.

It could be months or even years after you first informed the employee about their right to opt-in or join the scheme that they choose to do so. You will need to check they are still entitled to opt-in or join by checking their age and earnings.

The Opt-In process for non-eligible jobholders
After completing the assessment of your workforce and having identified non-eligible jobholders, you must give them the opportunity to opt-in to your auto-enrolment scheme and benefit from your contributions.

- non-eligible jobholders; and
• eligible and non-eligible jobholders who have previously opted out or otherwise left a qualifying pension scheme

On receipt of a valid opt-in notice, you must follow the same process that is in place for eligible jobholders (i.e. the normal auto-enrolment process). You will need to assess which category the worker falls into, auto-enrol the worker into a qualifying pension scheme from the opt-in enrolment date (first day of the next pay reference period), and give the opportunity to opt-out.

Where an employee has ceased to be an active member within the last 12 months or has chosen to opt-out within the last 12 months then the employer does not need to action the opt-in request. If the employer chooses to action the opt-in then the employer must follow the auto-enrolment process.

The enrolment date will be the first day of the next pay reference period, after receiving the opt-in notice. If you have already closed the payroll for the next pay reference period then the enrolment date can commence on the first day of the second pay reference period.

Again, detailed records will be needed to ensure that each employee has been correctly informed and treated.

**The Joining process for entitled workers**

On receipt of a valid joining notice, you must arrange for that employee to join your pension scheme. This does not have to be the same scheme that you use for your eligible and non-eligible jobholders. You are not obliged to make any contribution for an entitled worker.

You do not have to act on the joining notice if your employee has stopped membership within the previous 12 months.

To create active membership you must:
• Contact the pension scheme and provide them with the relevant information to set up the membership
• Choose whether or not to make employer contributions
• Update payroll
• Keep a record of the joining notice
• Monitor the employee for any change in their status to become an eligible jobholder.

**Opting Out**

Eligible jobholders and non-eligible jobholders who have opted in have a right to opt-out of the pension scheme within one month or the latter of becoming an active member and receiving the required information from their employer. This is known as the statutory **opt-out window/period**.

*Opt-out period: The one-month period starting on the date of actually being admitted to membership (or later provision of auto-enrolment information) during which the worker can opt out of membership and have everything undone as if they had never been admitted. The period is extended to six weeks if an invalid opt-out notice is given*

Where an employee opts out within this one-month statutory window, the employer should treat the employee as if he or she had never joined, and give the employee a refund of contributions.

**Employees must obtain an opt-out notice directly from the pension scheme rather than from their employer (this is to ensure that that the employer does not encourage the decision to opt-out), and employers must ensure that there are systems in place to support this. The employee must complete and return the opt-out notice to the employer.**

Employers will have to record the employee’s choice and once the employer receives a valid opt-out notice, they must:
• notify the pension provider of the opt-out (send the opt-out notice and keep a copy for your record)
• stop deducting contributions from the employee’s salary (update payroll) and
• refund any contributions that have already been made (see refund Section below)
• Re-enrol the worker at the next re-enrolment date if eligible

If an employee decides to leave the scheme after the opt-out period, they normally will not receive a refund of contributions. Instead, they will have the option to leave their retirement savings invested or transfer them elsewhere subject to the scheme rules.

Entitled workers do not have the right to opt-out, and can only cease membership of their scheme. The scheme rules will determine if any contributions made by the entitled worker are to be refunded.

An employee who has previously opted out of a qualifying scheme may opt back in by submitting an opt-in form to his or her employer. However, the employer is not required to comply with the opt-in notice if the employee has previously opted in within the past 12 months.

Find out more > Opting out

Refunds
The regulations state that the employer is responsible for refunding any contributions deducted during the opt-out period to an employee. Your payroll will have a record of how much this is.

You will need to refund any contributions deducted from pay within a month of the employee opting out. Normally, you should issue the refund in the next payroll after you get the opt-out notice.

Record Keeping
The auto-enrolment regime places new legal requirements on employers, trustees, managers and providers of pension schemes to keep certain records.

While efficient record keeping has always been a vital part of running a pension scheme effectively, the records that an employer will have to keep in respect of auto-enrolment will enable them to prove to the Regulator that they have complied with their new duties and could also help avoid potential disputes with employees.

Once an employer comes within the auto-enrolment regime they will have to:
• preserve the relevant records; and
• produce those records to the Regulator if requested.

Inevitably these records will consist of information about individuals and so the data will be protected, and the employers will have to ensure they are complying with their obligations.

To adhere to auto-enrolment regulations, you must keep the following records about your employees:

<table>
<thead>
<tr>
<th>Who the record relates to</th>
<th>What record must be kept</th>
<th>How long must it be kept</th>
</tr>
</thead>
</table>
| Eligible and non-eligible jobholders who become members | 1. Name  
2. NI number  
3. Date of birth  
4. Gross earnings in the pay reference period  
5. The amount of employer and employee contributions  
6. The date contributions were paid to the scheme | 6 years |
Additional information for eligible and non-eligible jobholders only

1. Auto-enrolment date
2. Opt-in notice (original format)
3. The contributions to which the jobholder is entitled under the scheme rules

6 years

Opt-out notice

4 years

Additional information for entitled workers only

1. Date, with effect, from which the worker became an active member
2. Joining notice (original format)

6 years

Warning: The records that the employer has a duty to keep for pension auto-enrolment will contain personal data for the purposes of the Data Protection Act 1998. Therefore, in addition to the duties that the employer has under the auto-enrolment legislation, it will have a duty under the Data Protection Act 1998 to ensure that the records that it retains are accurate, up to date and not excessive, and are safely stored in a secure location.

Records must be kept about the pension scheme as well:

<table>
<thead>
<tr>
<th>Type of pension scheme being used</th>
<th>What record must be kept</th>
<th>How long must it be kept</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined contribution occupational trust-based scheme (UK-administered)</td>
<td>1. Employer pension scheme reference number 2. Scheme name and address</td>
<td>6 years</td>
</tr>
<tr>
<td>Contract-based personal pension scheme (UK-administered)</td>
<td>1. Employer pension scheme reference number 2. Name and address of pension provider</td>
<td>6 years</td>
</tr>
</tbody>
</table>

The pension scheme provider must keep the following information about the pension scheme member recorded:

<table>
<thead>
<tr>
<th>What record must be kept</th>
<th>Who the record relates to</th>
<th>How long must it be kept</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active member</td>
<td>1. Full name 2. Date of birth 3. NI number 4. Gender 5. Residential address (including postcode) 6. Date on which the person became an active member of the scheme 7. The date on which the person ceases to be an active member of the scheme 8. A description of the member’s status (i.e. active if a member is receiving contributions or, inactive if the member falls outside of this category)</td>
<td>6 years</td>
</tr>
<tr>
<td>Jobholders who opt-out</td>
<td>1. Full name 2. The date on which the scheme was informed by the employer of the jobholder’s decision to opt-out</td>
<td>4 years</td>
</tr>
<tr>
<td>Pension Scheme</td>
<td>Pension scheme Employer pension scheme reference number</td>
<td>6 years</td>
</tr>
</tbody>
</table>

Find out more > Detailed guidance no.9 – Keeping records
Compliance
The Pensions Regulator has overall responsibility for overseeing automatic enrolment implementation in the UK. If you fail to create an auto-enrolment scheme and enrol your employees into it, or TPR believes that you are actively avoiding contributing to your workplace pension scheme, then it has a range of measures to encourage compliance. These begin with a non-compliance notice but can escalate into very significant fines for every day an employer fails to implement a scheme.

An employer must complete a declaration of compliance (to register) with The Pensions Regulator within five months of the staging date. In essence, the registration process requires the employer to:

- confirm the correct auto-enrolment procedures have been followed and
- provide various pieces of information such as details of the scheme and the number of eligible jobholders enrolled.

Find out more > Automatic enrolment declaration of compliance (registration)

Contractual enrolment
Some employers enrol employees into a pension scheme from the first day of employment in accordance with their contractual terms and conditions, known as "contractual enrolment". Where this happens some of the normal automatic enrolment requirements and rights do not apply. For example, the employee does not have a statutory right to opt-out and can leave the scheme only in accordance with its rules.

If an employee leaves the pension scheme, having been contractually enrolled, the employer will need to assess the employee's automatic enrolment status to determine its future obligations.

Safeguards
You must not take any action which results in your employees ceasing active membership of your qualifying pension scheme. Any choice to leave the scheme or opt-out should be made solely by your employee.

You must also not do anything to avoid having to automatically enrol new employees. For example, you must not screen job applicants so that those less likely to join the pension scheme are employed.

You must not pressure employees into leaving the pension scheme, for example by offering extra pay or holiday or suggesting that future progression within the company would be compromised.

Dos and don'ts

- Do help employees understand when and how auto-enrolment will apply to them, referring them to internal communication documents on the rules or to other sources where you are unable to answer their queries.
- Do treat employees equally whether or not they are members of a qualifying pension scheme.
- Don’t induce or encourage an employee to opt-out of a qualifying pension scheme.
- Don’t provide new employees with an opt-out form in any joining or HR documents, but you can let them know where they can get an opt-out form (normally from the pension scheme’s managers or administrators).
- Don’t base decisions on whether or not employees choose to opt-out of pension auto-enrolment.
- Don’t ask job applicants or employees if they would like to opt-out of your pension scheme.

Find out more > Detailed guidance no.8 – Safeguarding individuals
Automatic Re-Enrolment & Re-Declaration of Compliance

As part of the automatic enrolment legislation, you have a duty to assess and re-enrol eligible employees into a workplace pension scheme every three years after your staging date.

There are two types of re-enrollment in The Pensions Regulator’s (TPR’s) guidance: cyclical and immediate. This guidance will cover cyclical re-enrolment, which is also called three yearly re-enrolment.

Cyclical: Eligible Jobholders who opted out or chose to cease membership after your staging date must be put back into an automatic enrolment scheme after three years, and thereafter on a three-yearly cycle.

Immediate: Jobholders whose active membership of a qualifying scheme has ceased not on their own account must be put back into an automatic enrolment scheme immediately when certain conditions are met.

Cyclical Re-enrolment
Three years from the staging date an employer will need to assess its workforce and determine if any employees need to be automatically re-enrolled. The enrolment process is broadly the same as at the staging, but there are some points an employer needs to be aware of: The table below shows the key differences between automatic enrolment (AE) and cyclical automatic re-enrolment.

<table>
<thead>
<tr>
<th>Automatic enrolment</th>
<th>Cyclical automatic re-enrolment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applies to eligible jobholders</td>
<td>Applies to an eligible jobholder who already has an Auto Enrolment</td>
</tr>
<tr>
<td>Postponement can be used</td>
<td>Postponement cannot be used</td>
</tr>
<tr>
<td>Assessment is required for all workers</td>
<td>Assessment is required for eligible jobholders who have left a scheme having previously been automatically enrolled or opted in or have ceased membership of a qualifying scheme.</td>
</tr>
<tr>
<td>The assessment process for AE is run by the employer in each pay reference period</td>
<td>The assessment process for re-enrolment is separated to the usual assessment process for Auto Enrolment</td>
</tr>
<tr>
<td></td>
<td>There are several automatic and optional exceptions to the re-enrolment duty.</td>
</tr>
</tbody>
</table>

Choose your re-enrolment date

The first step is to choose your re-enrolment date. Your re-enrolment date is your staging or duties start date plus three years. You have a window of 6 months, this window falls three months either side of the third anniversary of your staging date or duties start date.

Once you’ve decided when your re-enrolment date is, you’ll need to re-enrol all eligible employees within six weeks of that date.

<table>
<thead>
<tr>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
<th>Month 4</th>
<th>Month 5</th>
<th>Month 6</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<3 months before third anniversary of staging

Earliest possible re-enrolment date
An example of the re-enrolment window for an employer who staging on 1 May 2016 is shown below.

### Re-enrolment window

<table>
<thead>
<tr>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
<th>Month 4</th>
<th>Month 5</th>
<th>Month 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 February 2019</td>
<td>1 May 2019</td>
<td>30 July 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

You must re-enrol anyone who:
- Left your auto enrolment pension scheme more than 12 months before your re-enrolment date
- Is aged between 22 and state pension age
- Earns over the earnings threshold (currently £10,000 per annum)

Having worked out which staff must be re-enrolled, you must now put them back into a pension scheme within six weeks of your re-enrolment date. It is your legal duty to write to each member of staff you have put enrolled into your pension scheme. This must be completed within 6 weeks after your re-enrolment date.

### Re-enrolment duties

Your duties will vary depending on whether you have staff to re-enrol. You will need to complete a re-declaration of compliance to inform the Pensions Regulator that you have met your automatic re-enrolment duties.

- Employers must re-enrol eligible jobholders who are no longer active members (because they chose to opt out or cease membership) on a periodic basis – broadly, every three years. (Cyclical Process)
- Where jobholders' continuity of membership has been disrupted because of something outside their control, for example, where an existing scheme has ceased to meet the quality standards or has ceased to qualify because it has closed to future accrual or contributions. The employer must re-enrol jobholders back into a qualifying scheme immediately (normally from the next day) if specified conditions are met. (Immediate Process)
- This immediate re-enrolment duty will normally apply to both eligible and non-eligible jobholders whose active membership has been disrupted.
- The employer only needs to assess workers who have opted out or ceased active membership (more than 12 months before the automatic re-enrolment date) to work out whether they meet the eligible jobholder criteria.
- Postponement cannot be used with automatic re-enrollment.
- Re-declaration of compliance - re-enrolment and re-declaration is your legal duty and if you don’t act you could be fined.

Unlike at their staging date, the employer does not have to include all their workers in the assessment. To find out more please click on the link below.

**Find out more** > Automatic re-enrolment: Putting workers back into pension scheme membership
Help from the Pensions Regulator

The Pensions Regulator is the body which regulates work-based pension schemes in the UK.

The TPR website features a step-by-step employers duties tool to guide employers through the auto enrolment process, help on staging dates, employer duties summary table, case studies and information on choosing a pension scheme. A list of pension schemes available to small employers is also available.

An extensive document library is provided with resources on the new employer duties.

Tele: 0845 600 1011
Email: customersupport@autoenrol.tpr.gov.uk

Last Modified
November 2019
This section provides information on:
- The Living Wage
- Honoraria/Payments to volunteers
- Guidelines for local pay arrangements
- National Insurance and Income Tax
- Sick pay calculations
- Provision of accommodation

10.1 The Living Wage

The Living Wage Foundation (LWF) and the Methodist Conference promote the concept of the Living Wage. The November 2019 Connexional Allowances Committee confirmed the hourly rates of £9.30 per hour in all regions (including Scotland) and £10.75 per hour in London from 1 April 2020 to 31 March 2021.

Please note that the Connexional Allowances Committee (CAC) agrees these rates on an annual basis. As long as Lay Employees’ salaries are based on this pay scale, any subsequent uplift to the pay scale on a yearly basis will be the decision of relevant budget holders.

There is no mechanism for increments or uplifts to this scale other than adjusting the amount for the Living Wage. Each church can apply its own cost of living increase according to affordability and sustainability.

The Living Wage

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 April 2020 - 31 March 2021</td>
<td>£9.30 per hour in all regions (including Scotland) and £10.75 per hour in London</td>
</tr>
</tbody>
</table>

See Appendix 10.1 for practical information on implementing the Living Wage.

10.2 Honoraria/Payments to Volunteers

The Methodist Church has a substantial number of members and others who give service voluntarily in its ministry and mission. The National Minimum Wage Act does not affect such volunteers, provided they are genuine volunteers working without pay.

In some situations, the Methodist Church has entered into agreements with ‘Time for God’ or other voluntary service agencies who provide volunteers to perform a task but who receive no ‘wage’ or ‘salary’ for performing the task. Instead they are usually provided with basic
SECTION 10: PAY ISSUES

accommodation, have any expenses necessarily incurred in the course of their duties reimbursed, and are usually offered some ‘pocket money’ or minimal allowance by way of subsistence. Such workers are not subject to the provisions of the Act. Before any charges for accommodation are imposed, advice should be sought to ensure that no tenancy is being created.

The practice of paying honoraria should be implemented with care.

An honorarium is intended to be no more than a gift for carrying out a voluntary duty. It should not be regarded as remuneration for any work done, should not be offered before the duty is undertaken, and an honorarium should not become a regular payment. In strict terms, an honorarium is a one-off ex-gratia payment, that is, there is no obligation to pay it, regardless of work being completed.

Organisations that are found to be paying honoraria inappropriately may have to pay backdated tax and National Insurance contributions. An honorarium paid to a volunteer should be put through the books and is liable to tax and National Insurance.

10.3 Guidelines for Local Pay Arrangements – Local Religious Centres (LRC)

HMRC Guidelines for LRCs

An employee is anyone employed under a contract of service and includes casual and part time workers i.e. lay Employees and cleaners.

LRCs, which take on an employee, need to follow the HMRC guidance which is in Appendix 10.2 Guide on PAYE / NIC for Local Religious Centres or go to http://www.hmrc.gov.uk/manuals/pommanual/PAYE23030.htm

HMRC Starter Checklist form needed

An LRC must establish whether the employee has another job/s and/or a pension/s, which would require the LRC to register as an employer.

Therefore, all new employees must complete the HMRC Starter Checklist (formerly P46)

See Appendix 10.3 for HMRC Starter Checklist form or download from https://www.gov.uk/government/publications/paye-starter-checklist

Contacting HMRC

As HMRC rules are constantly changing, ALL employers are advised to contact the HMRC EITHER to register OR to obtain authorisation to keep detailed records (see Appendix 10.2) for employing only one employee who earns less than £116 per week (providing that employee does not have another job/s or receive a pension/s).
To contact HMRC either telephone the New Employer Helpline on 0300 200 3211 (or 0300 123 1073) or write to: HMRC, PO Box 205, Bootle, L69 9AZ or register on line.

For comprehensive advice about registering as an employer, go to https://www.gov.uk/register-employer.

Payroll Arrangements

In some cases (as outlined in Appendix 10.2) the employment need not be reported to HMRC but, where it does need to be reported, LRCs have the options to:

a) Register as an employer with HM Revenue & Customs allowing it to operate the “Pay-as-you-earn” (PAYE) Scheme.

Once an LRC is registered as an employer and has an ID, payroll software can be downloaded to work out PAYE and NIC for fewer than 10 employees. Go to https://www.gov.uk/basic-paye-tools.

or

b) arrange to use the Payroll Bureau Service provided by the Finance Office at Methodist Church House. The Finance Office payroll team will provide full payroll service for a charge and administration fee of £480 per annum inclusive of VAT, for employees up to five. There will be additional charge over five employees based on the number of employees on the scheme. For further information please contact the payroll team payrollbureau@methodistchurch.org.uk

or

[Some churches, which employ only one person, as a cleaner, for example, ask the circuit Treasurer if he/she can assist by adding the cleaner to the circuit’s payroll.]

To help an LRC make a decision go to: https://www.gov.uk/paye-for-employers/choose-payroll

Class 1 National Insurance Contributions (NIC)

The PAYE scheme allows for the collection of Class 1 National Insurance Contributions and Income Tax at source and payment over to the Inland Revenue.

Class 1 NIC is made up of two elements – employee’s and employer’s contributions. Whether or not employee’s and/or employer’s NIC is payable depends on:
SECTION 10: PAY ISSUES

The employee’s AGE which must be at least 16 years AND
The employee’s EARNINGS, which must exceed the Earnings Threshold (ET).

Employees over the State Pension Age (65 for both men and women) do not have to pay “employee’s NIC”. There is no such restriction for Employer’s NIC.

Please note: Earnings in this instance mean all payments made to an employee for service regardless how it is described i.e. Salaries, Wages, Bonus, Overtime, Commission, etc.

To calculate Class 1 NICs, two other earnings levels are relevant.

Lower Earnings Limit (LEL) - the minimum level of earnings that an employee needs to qualify for benefits such as Retirement Pension and Jobseekers Allowance. No NIC is payable at this earnings level.

Upper Earnings Limit (UEL) –the employee’s NIC is limited to 2% only for all earnings above this limit. The employer would however continue to pay NIC at the full rate of 13.8% beyond this point.

The rates for the tax year are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Tax Year 2020 / 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lower Earnings limit (LEL)</strong></td>
<td>£120 per week</td>
</tr>
<tr>
<td></td>
<td>£520 per month</td>
</tr>
<tr>
<td></td>
<td>£6,240 per year</td>
</tr>
<tr>
<td><strong>Primary Threshold (PT)</strong></td>
<td>£183 per week</td>
</tr>
<tr>
<td></td>
<td>£792 per month</td>
</tr>
<tr>
<td></td>
<td>£9,500 per year</td>
</tr>
<tr>
<td><strong>Secondary Threshold (ST)</strong></td>
<td>£169 per week</td>
</tr>
<tr>
<td></td>
<td>£732 per month</td>
</tr>
<tr>
<td></td>
<td>£8,788 per year</td>
</tr>
<tr>
<td><strong>Apprentice Upper Secondary Threshold (&lt;25 years old) (AUST)</strong></td>
<td>£962 per week</td>
</tr>
<tr>
<td></td>
<td>£4,167 per month</td>
</tr>
<tr>
<td></td>
<td>£50,000 per year</td>
</tr>
<tr>
<td><strong>Upper Secondary Threshold (under 21) (UST)</strong></td>
<td>£962 per week</td>
</tr>
<tr>
<td></td>
<td>£4,167 per month</td>
</tr>
<tr>
<td></td>
<td>£50,000 per year</td>
</tr>
<tr>
<td><strong>Upper Earnings Limit (UEL)</strong></td>
<td>£962 per week</td>
</tr>
<tr>
<td></td>
<td>£4,167 per month</td>
</tr>
<tr>
<td></td>
<td>£50,000 per year</td>
</tr>
</tbody>
</table>


If the employer will pay more than the ET, they should write to the PAYE tax office for the area where the LRC is located, with details for each recipient, as follows:

- National Insurance Number
- Date and amount of first payment
- Name and Address
- Nature of employment
**SECTION 10: PAY ISSUES**

The employer will be provided with information for the operation of PAYE / NIC and told how to report all payments to the tax office.

**£3,000 National Insurance Employment Allowance**

Methodist small employing bodies are advised not to claim this allowance or, if they have already received the allowance, to send it back immediately.

See Appendix 10.4 Advice on NI Employment Allowance from MCH Finance Office

### 10.3 Income Tax

The level of income at which income tax becomes payable (the PAYE tax thresholds) for the tax year is:

<table>
<thead>
<tr>
<th>2020-2021</th>
<th>£241.00 per week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>£1,043 per month</td>
</tr>
<tr>
<td></td>
<td>£12,501 per year</td>
</tr>
</tbody>
</table>

If the employee’s total taxable income including state and occupational pensions is below these figures, then no tax needs to be deducted.

If the employee’s income will be above these figures they should write to the PAYE tax office for the area where the LRC is located, with details for each recipient, as follows:

- National Insurance Number
- Date and amount of first payment
- Name and Address
- Nature of employment

The employer will be provided with information for the operation of PAYE / NIC and told how to report all payments to the tax office.

Income tax should be computed using Special Inland Revenue Tax Tables or the applicable tax rates for the tax year, which are as follows:

<table>
<thead>
<tr>
<th>Taxable Income 2019 - 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic tax rate</strong></td>
</tr>
<tr>
<td>20% on annual earnings above the PAYE tax threshold and up to £37,500</td>
</tr>
<tr>
<td><strong>Higher tax rate</strong></td>
</tr>
<tr>
<td>40% on annual earnings from £37,501 to £150,000</td>
</tr>
<tr>
<td><strong>Additional tax rate</strong></td>
</tr>
<tr>
<td>45% on annual earnings above £150,000</td>
</tr>
<tr>
<td><strong>Emergency tax code</strong></td>
</tr>
<tr>
<td>1250L W1, 1250L M1 or 1250L X</td>
</tr>
</tbody>
</table>

**NB:** Taxable income is gross income including pensions less personal allowance after allowing for employee pension contributions and GAYE deductions. Source: [https://www.gov.uk/income-tax-rates](https://www.gov.uk/income-tax-rates)
10.4 Sick Pay Calculations

There are two types of sick pay that an employer may pay:
- Statutory Sick Pay (SSP)
- Occupational Sick Pay (OSP)

SSP is the statutory minimum, which employers must pay if an employee is unable to work due to sickness.

Occupational Sick Pay (OSP) may be paid in addition to SSP. OSP normally makes SSP up to full pay. The contract of employment should state whether or not OSP is payable, and if so, for how long.

It is usual to calculate OSP over a “rolling year”, that is to consider absence in the 12 months immediately preceding the absence. The employer should also be clear how an employee would re-qualify for OSP if their entitlement expires.

Employing bodies should take care to apply “discretion” consistently in order to avoid a complaint of discrimination.

**Statutory Sick Pay**

Before an employee is eligible for SSP, they must be unable to work for four consecutive calendar days. This applies to full time and part time employees. Other qualifying conditions must also be satisfied:

- Average weekly earnings must be equal or more than the LEL (see above).
- The employee must be aged between 16 and 65.
- Contract of employment must be for 13 weeks or more.

SSP should be paid only for qualifying days i.e. the days of the week on which the employee is required by their contract to be available for work. These are the only days for which SSP can be paid and are also the only days which count as waiting days.

An employee may receive up to 28 weeks SSP, after which time the entitlement expires. The Inland Revenue sets the weekly rate of pay for SSP annually.

<table>
<thead>
<tr>
<th><strong>Statutory Sick Pay (SSP)</strong></th>
<th>2020 – 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard weekly rate</strong></td>
<td>£95.85</td>
</tr>
<tr>
<td>from 6 April 2020</td>
<td></td>
</tr>
</tbody>
</table>

The amount of SSP paid is calculated by dividing the weekly rate of SSP by the number of qualifying days in a week. For further information about how to calculate sick pay, please see: [https://www.gov.uk/calculate-statutory-sick-pay](https://www.gov.uk/calculate-statutory-sick-pay)
10.5 Common Problems to be Aware of:-

1. **Employees on Benefit**
   When you know that a potential employee is on benefit, please ensure that the appropriate Benefits Office has been informed that you wish to employ them. As a minimum, you should always ask for evidence of their National Insurance Number.

2. **Employees who do not have a National Insurance Number**
   Keep a record of their full name (surname and first names), address, date of birth and sex and ask them to contact their nearest Jobcentre Plus office to obtain a National Insurance Number.

3. **Employees who hold other employments**
   Determine if NIC is payable based on their age and the earnings agreed with them. Obtain a P46 Revenue form for the employee to complete Section 1. This would help you to determine the appropriate tax code to use for the Income Tax computation.

4. **Self employed workers**
   Ask for a copy of a letter from the Inland Revenue confirming their self-employment tax status for your files. No deductions for Tax or NIC will need to be made, once this confirmation letter has been received. If an employer is in doubt regarding the status of the worker, it is advisable to deduct Tax and NICs via the normal PAYE procedures.

5. **Remunerating the church organist**
   Payment is normally irregular depending on the number and frequency of services taken. Whether or not NIC and/or income tax is payable will depend on the age of the organist, the period covered by each payment and their earnings from other sources. First, establish the full facts of each case and consult your local tax office, for advice, if required.

6. **Paying travel expenses of employees and other office holders**
   Reimbursing employee expenses of travel between home and the place of work would give rise to liability to tax. However, for other office holders working on a voluntary basis for the LRC, where similar payments are made, no tax charge will arise.

7. **Provision of accommodation**
   Legal advice should be sought on residency arrangements to ensure the appropriate type of agreement is set up.

For further information, see Section 11: Residency Arrangements.

*NOTE: The Tax Office can help with publications giving further guidance on how to operate tax and NIC and other aspects of pay.*

*Date last modified: April 2020*
Appendix 10.1: The Living Wage

This appendix includes the following:
- The Living Wage Policy of the Methodist Church
- Practical Guidance on Implementing the Living Wage
- How to ensure you implement the Living Wage fairly and consistently when setting the Living Wage
- Calculating a salary for 2019-2020
- Examples of awarding additional points

The Living Wage Policy of the Methodist Church

The Methodist Conference 2010 confirmed its decision of 2007 that the Living Wage will form the minimum basic salary for all people employed by a district, circuit or local church. This policy also includes young people below the age of 18.

Districts, circuits or local churches are required, to implement the Living Wage throughout the Connexion.

However, should a Church-run project believe it would be compelled to make redundancies if the Living Wage is adopted, it may apply to the District Policy Committee for permission to defer its implementation until an agreed date. Any such application should be accompanied by a business plan demonstrating:
- The value of the work to the community
- The need to make redundancies if the Living Wage was immediately implemented
- A plan to be in a position to pay the Living Wage within five years

Any project that believes it cannot submit such an application because it cannot honestly produce a viable business plan to implement the Living Wage within five years must produce a business plan and reasoned statement for the District Policy Committee (or its equivalent) demonstrating:
- The value of the work to the life and mission of the Church and community
- The need to make redundancies or close the work if the Living wage was implemented
- The reasons why for the foreseeable future a business plan cannot achieve a situation where the Living Wage could be paid within five years without jeopardising the project.

Should the District Policy Committee be satisfied that these criteria have been met the enterprise may pay a rate agreed by the District Policy Committee, this situation would be reviewed annually with a major review and reconsideration of the case every three years. All such cases will be reported to and open to scrutiny by an appropriate member of the Connexional Team or persons appointed by them.
Practical Guidance on Implementing the Living Wage

These notes are intended for guidance purposes only and suggestions are aimed at those responsible for lay staff already in post and who need to implement the Living Wage using current budgets.

i. HOURS OF WORK
Can the job be carried out in fewer hours? – For example, can a cleaner clean the premises three times a week instead of daily? If it is a shop/after school club, can the hours of opening be changed to lunchtime and after school? The idea behind changing the hours of work is for the salaried individual to work fewer hours but on a higher rate of the Living Wage thus keeping at least the same salary level.

ii. USE OF VOLUNTEERS
If the shop/after-school club needs to stay open, consider asking volunteers to offer their time

iii. HAVE YOU GOT A VACANT POST?
Consider reducing the hours of this vacant post in order to fund the Living Wage for other staff

iv. REVIEW OF SUPERVISORY STRUCTURE
Consider whether you have scope to extend supervisory responsibilities across sites or functions, you may find that this releases a vacant post that could fund the Living Wage. For example, if there are two offices, each with a Supervisor, if one post is vacant, you could make the remaining Supervisor responsible for both offices. This individual receives a pay rise (from part of the vacant post) in recognition of extended duties and the remaining funds from the vacant post can be used to implement the Living Wage.

v. WHERE YOU FEEL YOU NEED TO MAKE REDUNDANCIES
Always consider the possibility that people will work part time or fewer hours rather than face redundancies. Redundancy is always the last resort. It is good practice to share your resource issues with your staff so that they can input with their own ideas and suggestions.

Sources of advice:
- Your local District Lay Employment Secretary (DLES)
- HR and Development: hr@methodistchurch.org.uk

Living Wage

The latest rates agreed by the Connexional Allowances Committee (as agreed by the Conference 2012), are detailed below and should be implemented from 01 April 2020 to 31 March 2021:
The real Living Wage (sometimes referred to as the Ethical Wage) from 1 April 2020 to 31 March 2021

Hourly rates of £9.30 per hour in all regions (including Scotland) and £10.75 per hour in London

The new National Minimum/Living Wage from 1 April 2020 as:

- Workers aged 25 and over - £8.72 an hour (National Living Wage)
- Workers aged 21-24 - £8.20 an hour
- Development rate for workers aged 18-20 - £6.45 an hour
- Young workers rate for workers aged 16-17 - £4.55 an hour
- Apprentice rate (workers under 19 or in first year of apprenticeship) - £4.15 an hour

How to ensure you implement the Living Wage fairly and consistently when setting the Living Wage

We hope that the following information will assist you in the setting of an employee’s salary. Part B gives the criteria for awarding points to the basic salary figure.

Please note:

- It is the post for which the salary is being set.
- The person specification, drawn up from the job description, will detail the essential criteria required in order for the post holder to perform their duties satisfactorily
- Whatever qualifications or abilities a post holder or potential post holder may have as personal qualities, if they are not listed as an essential criteria in the person specification, then they do not count when setting a salary figure for a post.

Setting a salary figure for 2019/20

Job description and Person Specification

1. If the job description is being reviewed, check that it is up to date, if it has changed, rewrite it to reflect the changes,
2. If there are no changes then,
3. Check that the person specification is still accurate, if the job description has changed, the person specification must reflect these changes,
4. If a person specification does not exist, then this needs to be created based on the job description. (There are two model Person Specifications in the Lay Employment Advisory Information pack).
Calculating a salary for 2019/2020

The salary figure when using the Living Wage is made up of two parts:

- The basic hourly figure of £9.30/£10.75*
- The opportunity to award additional points to the basic salary of £568.35/605.10*

*London rate
EXAMPLES OF AWARDING ADDITIONAL POINTS CAN BE FOUND IN SECTION A

Applying the 9-point salary scale to the Person Specification

- Look at the essential qualifications in the Person Specification.
- Look at the 3 areas of Qualifications, Experience and Responsibilities and of the 3 points within each section.
- Is there anything in the essential criteria in the Person Specification for which an additional payment in recognition of Qualifications, Experience or Responsibilities can be made?
- Add any additional points to the basic hourly figure.

(1) Full time employee

The example is based on an employee working full time for 40 hours week. If the full time hours are less than 40 hours per week, then the hours used below need adjusting.

Calculate the annual salary based on the hourly rate:

\[
\text{£9.30/£10.75} \times 52 \text{ weeks} \times 40 \text{ hours} = \text{£19,344/£22,360}^* \\
\]

a. Decide whether any additional points are to be added.

b. For example: if 2 additional points are to be added:  
   \[ 2 \times £568.35 = £1136.70 \]
   \[ 2 \times £605.10 = £1210.20^* \]

c. Add (a) and (b) together:  
   \[ £19,344 + £1136.70 = £20,480.70 \text{ for a 40 hour week} \]
   \[ £22,360 + £1210.20 = £23,570.20^* \text{ for a 40 hour week} \]

(2) Part time employee

a. Follow (a) to (d) above as for a full time employee working 40 hours a week.

b. The figures then need to be pro rata’d for a part time employee.

c. For an employee working 20 hours a week:
   \[
   \begin{align*}
   £20,480.70 & ÷ 52 \text{ wks} ÷ 40 \text{ hours} = £9.84 \times 52 \text{ weeks} \times 20 \text{ hours} = £10,240.35 \\
   £23,570.20 & ÷ 52 \text{ wks} ÷ 40 \text{ hours} = £11.33 \times 52 \text{ weeks} \times 20 \text{ hours} = £11,785.10^* \\
   \end{align*}
   \]
   London rate
PART A: EXAMPLES

EXAMPLE 1

JOB DESCRIPTION

Job Title: Missing Generation Officer

Main Responsibilities

- Working in partnership with the minister and church community, set up and develop initiatives, which offer "belonging" to young singles, couples and families.
- Set up and lead a regular house group aimed at providing Christian fellowship for 20-40 year olds.
- Develop, with others, a monthly circuit worship service relevant to the needs of the 20-40 age group.
- Support the leadership of one of the uniformed organisations or toddlers group, which are active in the church.
- Contribute, as part of a team, to making the church premises open and accessible 7 days a week. Co-ordinate the volunteers assisting in this work.
- Support the overall vision of an open and inclusive Christian centre.
- Appraise and review initiatives set up and activities undertaken, and change where necessary the action and focus of work after discussion with, and agreement, from the management group.
- Live and work as neighbours to the emerging local housing in the town centre, being part of a visible Christian presence in the heart of the town.
- Attend quarterly Church Council meetings and weekly meetings of the church staff. (Other meetings only to be attended when specially requested).
- Keep adequate records of contacts and of work undertaken.
## EXAMPLE 1 PERSON SPECIFICATION

<table>
<thead>
<tr>
<th>Attributes</th>
<th>Essential</th>
<th>Desirable</th>
<th>Method of Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Education &amp; Training</strong></td>
<td></td>
<td>A recognised Biblical, theological or practical mission qualification</td>
<td>Q</td>
</tr>
<tr>
<td><strong>Proven Ability</strong></td>
<td>Ability to adapt work and working style to suit the Church environment</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Able to demonstrate practical evangelism or outreach to both church and non church members</td>
<td>A, I</td>
</tr>
<tr>
<td><strong>Special Skills, Knowledge, &amp; Responsibilities</strong></td>
<td>An understanding of the “missing generation” (20 – 40 year olds)</td>
<td></td>
<td>I</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Able to lead Worship</td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Able to use Word, Power Point, spreadsheets</td>
<td>E</td>
</tr>
<tr>
<td><strong>Special Qualities or Aptitudes</strong></td>
<td>Able to relate effectively to a wide spectrum</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Able to communicate effectively in person and in writing</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Able to motive self and others</td>
<td>Able to set and work to goals without direct supervision</td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Able to present a strong Christian example</td>
<td>Able to contribute effectively to a team</td>
<td>A, I</td>
</tr>
<tr>
<td><strong>Any Other Requirements</strong></td>
<td>Willingness to understand and engage with Methodism and be subject to its discipline</td>
<td></td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>Satisfactory Enhanced Disclosure from the DBS</td>
<td>DBS Application</td>
<td></td>
</tr>
</tbody>
</table>

A – Application form; I – Interview; E – Exercise; Q – proof of qualification (certificates or transcripts)
Calculating the salary

The Basic salary is: \[40 \text{ hours} \times 52 \text{ weeks} \times £9.30 = £19,344\]

Can additional points be added to the basic salary according to the criteria in Part B?

1. Can any points be added, based on the essential person specification and according to the description under Qualifications in Part B?
   
   In this example 0 points

2. Can any points be added, based on the essential person specification and according to the description under Experience in Part B?
   
   In this example 2 points

3. Can any points be added, based on the essential person specification and according to the description under Responsibilities in Part B?
   
   In this example 0 points

   \[2 \text{ points @ £568.35 each} = £1136.70\]

   The basic salary of £19,344 + £1136.70 increases to: £20,480.7
**EXAMPLE 2**

Using the same job description as in Example 1, the person specification changes (shown in ITALICS).

### EXAMPLE 2 PERSON SPECIFICATION

<table>
<thead>
<tr>
<th>Attributes</th>
<th>Essential</th>
<th>Desirable</th>
<th>Method of Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Education &amp; Training</strong></td>
<td><em>Postgraduate Diploma (or equivalent) in Theology</em></td>
<td></td>
<td>Q</td>
</tr>
<tr>
<td><strong>Proven Ability</strong></td>
<td>Able to adapt work and working style to suit the Church environment</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Practical evangelism or outreach to church and non church members</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td><strong>Special Skills, Knowledge &amp; Responsibilities</strong></td>
<td>Has an understanding of the “missing generation” (20 – 40 year olds)</td>
<td></td>
<td>I</td>
</tr>
<tr>
<td></td>
<td><em>Able to supervise volunteers</em></td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Able to lead Worship</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Able to use Word, Power Point, spreadsheets</td>
<td></td>
<td>E</td>
</tr>
<tr>
<td><strong>Special Qualities or Aptitudes</strong></td>
<td>Able to relate effectively to a wide spectrum</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Able to communicate effectively in person and in writing</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Able to motive self and others</td>
<td>Able to set and work to goals without direct supervision</td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Able to present a strong Christian example</td>
<td>Able to contribute effectively to a team</td>
<td>A, I</td>
</tr>
<tr>
<td><strong>Any Other Requirements</strong></td>
<td>Willingness to understand and engage with Methodism and be subject to its discipline</td>
<td></td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>Satisfactory Disclosure from the DBS</td>
<td></td>
<td>DBS Application</td>
</tr>
</tbody>
</table>

A – Application form; I – Interview; E – Exercise; Q – proof of qualification (certificates or transcripts)
Calculating the salary

The Basic salary is: 40 hours x 52 weeks x £9.30 = £19,344

Can additional points be added to the basic salary according to the criteria in Part B?

1. Can any points be added, based on the essential person specification and according to the description under Qualifications in Part B?

   In this example 3 points

2. Can any points be added, based on the essential person specification and according to the description under Experience in Part B?

   In this example 2 points

3. Can any points be added, based on the essential person specification and according to the description under Responsibilities in Part B?

   In this example 1 point

   6 points @ £568.35 each = £3,410.10

The basic salary of £19,344 + £3,410.10 increases to: £22,754.10
EXAMPLE 3

Job Title: Caretaker

Job Description

- To keep the church, ancillary premises and grounds tidy and clean to a good standard.
- Unlock and lock up the premises as necessary according to use by church groups or external organisations.
- Administer any requests for use of the premises by outside organisations within the guidelines set by the Church Council.
- Ensure that the heating systems operate as necessary to heat the buildings ready for meetings.

EXAMPLE 3 PERSON SPECIFICATION

<table>
<thead>
<tr>
<th>Attributes</th>
<th>Essential</th>
<th>Desirable</th>
<th>Method of Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education &amp; Training</td>
<td>Basic school leaving certificate</td>
<td>Ability to operate a heating system</td>
<td>A, I, E</td>
</tr>
<tr>
<td>Proven Ability</td>
<td>Working knowledge of Health and Safety regulations as they apply to church premises</td>
<td>Understanding of church life and the groups which use the premises</td>
<td>A, I</td>
</tr>
<tr>
<td>Special Skills, Knowledge &amp; Responsibilities</td>
<td>Able to identify tasks which must be referred to a church steward</td>
<td></td>
<td>I</td>
</tr>
<tr>
<td>Special Qualities or Aptitudes</td>
<td>Willing to work alone</td>
<td></td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>Able to communicate effectively with users (verbally and in writing)</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Able to work flexibly between 0800 and 2100 hours</td>
<td></td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Able to keep premises clean and tidy to a high standard</td>
<td></td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>Able to climb one flight of stairs (no lift)</td>
<td></td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>Satisfactory disclosure from the DBS</td>
<td>DBS Application</td>
<td></td>
</tr>
</tbody>
</table>

A – Application form; I – Interview; E – Exercise

Can additional points be added to the basic salary according to the criteria in Part B?
Calculating the salary

The Basic salary is: 40 hours x 52 weeks x £9.30 = £19,344

1. Can any points be added, based on the essential person specification and according to the description under Qualifications in Part B?

   In this example 0 points

2. Can any points be added, based on the essential person specification and according to the description under Experience in Part B?

   In this example 0 points

3. Can any points be added, based on the essential person specification and according to the description under Responsibilities in Part B?

   In this example 1 point

   1 point @ £568.35each = £568.35

   The basic salary of £19,344 + £568.35 increases to: £19,912.35
PART B: THE POINT SYSTEM

There is a basic salary set for employees and this is reviewed on an annual basis. Where the post requires the post holder to have specific experience and/or undertake a higher level of responsibility, the person specification must set this out clearly. Then, in recognition of this, where certain criteria are met, additional points in the areas of qualifications, experience and responsibilities can be awarded to give an increase to the basic salary.

Criteria
The following sections give some idea of the areas where increases to the basic salary could be made. These criteria must be clearly stated in the person specification before the position is advertised. A maximum of 3 points can be awarded in each of the following sections.

Section A: Qualifications (job related qualifications)
Choose one of the following (please note that the National Qualifications Framework is in the process of being correlated with the Framework for Higher Education Qualifications, and that a fuller and updated list may be obtained from the HR and Development Office, Methodist Church House, 25 Marylebone Road, London NW1 5JR)

- A-level, Advanced GNVQ, level 3 NVQ, or equivalent = 1 point
- Appropriate undergraduate Diploma or Degree, level 4 NVQ or equivalent = 2 points
- Appropriate postgraduate Diploma or Degree, level 5 NVQ, Professional Qualifications or equivalent = 3 points

Section B: Proven Ability (Previously referred to as Experience)
- Can demonstrate how proven ability through past experiences show understanding of the work to be undertaken = 1 point.
- Can demonstrate how proven ability through past experiences will contribute to the development of the post = 1 point.
- Can demonstrate how proven ability through past experiences will contribute to strategic thinking = 1 point.

Section C: Responsibilities
- Does the post hold Managerial and Supervision responsibilities? i.e. the postholder would be required to recruit, train and manage volunteers. If yes = 1 point.
- Does the post involve complexity i.e. the post holder would be involved in a range of tasks covering various functions some of which may be described as demanding or complex? If yes = 1 point.
- Will the post holder be responsible for making decisions? i.e. difficult or important decisions on a regular basis, within established policy, where many factors must be weighed, and /or makes decisions leading to changes in procedures affecting others. If yes = 1 point.

A maximum of 9 points can be awarded.
PART C

POSTS

Listed below are examples of post titles used in the life of the Church. It is recognised that some posts may contain 2 or 3 elements of the posts listed. This is not an exhaustive list.

The post titles could be prefixed, as appropriate, by the words District, Circuit or Church.

- Administrator
- Caretaker
- Chaplain to: Prison/young offenders; Nursing home; Further Education College
- Children’s Liaison Officer
- Community Liaison Officer
- Evangelism enabler
- Family Liaison Officer
- Gardener
- Pastoral Worker - circuit/church/ecumenical
- It is suggested that the name Circuit/Church Pastoral Worker be used rather than Lay Pastor, Pastor and Lay Minister as these are not terms in use by the Methodist Church
- Pastoral Worker with specific groups of people e.g. the bereaved, the elderly, church members
- Premises Manager
- Project Manager e.g. Asylum Seekers; Drop-in Centre; Homeless
- Schools’ Worker

Last Date Modified: April 2020
Appendix 10.2: Guide to PAYE/NIC for Local Religious Centres (LRC)

This appendix explains what to do when you make payments to an employee. It is published by the HMRC and can be downloaded from:

www.hmrc.gov.uk/manuals/pommanual/PAYE23030.htm
http://www.hmrc.gov.uk/gds/paye/attachments/lrc_guide_130501.doc

1. National Insurance and tax thresholds:

- Details of these thresholds each year can be found in form E12: PAYE and NICs rates and limits which can be found at: http://www.hmrc.gov.uk/payerti/forms-updates/forms-publications.htm

  For example for 2019/20 tax year: the lower earnings limit for Class 1 National Insurance (NIC) is £118 per week (£512 monthly) and for tax it is £221 weekly (£958 monthly).

- If you pay someone below these thresholds follow step 3 below.

2. If you will pay anyone at or above the National Insurance threshold:

- You will need to register with HMRC as an employer (if you are not already registered) and operate Pay As You Earn (PAYE) in real time.

- This means that you will need to report the payments you make to all your employees irrespective of how much you pay them including those you pay below this threshold.

- You can now register as an employer by using the online tax registration service (this process is designed for large employers). This can be found at: www.hmrc.gov.uk/payerti/getting-started/register.htm#1

- Comprehensive guidance on getting started as a new employer as well as providing you access to help and support can be found at: www.hmrc.gov.uk/payerti/getting-started/new-employer.htm

3. If you pay anyone below the National Insurance threshold

Note: If you are already required to register with HMRC as an employer and operate PAYE then you must not follow this step even if you pay that person below this threshold.
Instead you will have to report the payments you make to all employees in accordance with step 2.

Otherwise, use the guidance below to decide what action to take:

a. Do you expect to pay that person below the lower earnings limit during the tax year (6 April to 5 April)?
   Yes - Go to b below
   No - Follow step 2 above

b. Does that person have another job or receive a pension?
   Yes - Follow step 2 above
   No - Go to c below

c. Keep a record showing
   Name, address and National Insurance number
   The amount paid each year from 6 April to 5 April
   Retain the records for 3 tax years following year of payment

**EXPENSES PAYMENTS**

4. **No tax charge will arise in respect of a payment**

- to compensate, without profit, someone who incurs expenses which are allowable as tax deductions, when working for the LRC
- that reimburses, without profit, the cost of travel to and from the LRC, provided this is the only payment made.

The cost of travel to and from the LRC is not an allowable expense, if it is paid along with a fee for work that is done there. So a payment made to compensate for travel to or from the LRC must be included with other payments when arriving at the amount to report for PAYE purposes.

5. **Employment status of, for example, church organists, bell ringers or choristers**

- If you are in doubt about whether a person (worker) is an employee (the worker may claim to be self employed)

- Use the Employment Status Indicator (ESI) tool to help you decide. The tool is anonymous so no personal details about the worker or the LRC are needed.
• This tool is available on the HMRC website at: http://www.hmrc.gov.uk/calcs/esi.htm.

Registering as an employer

Local Employing Bodies can do this easily by contacting the New Employer Helpline on 0300 200 3211.

Date Modified: November 2019
Appendix 10.2: Guide to PAYE/NIC for Local Religious Centres (LRC)

This appendix explains what to do when you make payments to an employee. It is published by the HMRC and can be downloaded from:

www.hmrc.gov.uk/manuals/pommanual/PAYE23030.htm
http://www.hmrc.gov.uk/gds/paye/attachments/lrc_guide_130501.doc

1. National Insurance and tax thresholds:

   • Details of these thresholds each year can be found in form E12: PAYE and NICs rates and limits which can be found at:
     http://www.hmrc.gov.uk/payerti/forms-updates/forms-publications.htm

     For example for 2019/20 tax year: the lower earnings limit for Class 1 National Insurance (NIC) is £118 per week (£512 monthly) and for tax it is £221 weekly (£958 monthly).

   • If you pay someone below these thresholds follow step 3 below.

2. If you will pay anyone at or above the National Insurance threshold:

   • You will need to register with HMRC as an employer (if you are not already registered) and operate Pay As You Earn (PAYE) in real time.

   • This means that you will need to report the payments you make to all your employees irrespective of how much you pay them including those you pay below this threshold.

   • You can now register as an employer by using the online tax registration service (this process is designed for large employers). This can be found at:
     www.hmrc.gov.uk/payerti/getting-started/register.htm#1

   • Comprehensive guidance on getting started as a new employer as well as providing you access to help and support can be found at:
     www.hmrc.gov.uk/payerti/getting-started/new-employer.htm

3. If you pay anyone below the National Insurance threshold

   Note: If you are already required to register with HMRC as an employer and operate PAYE then you must not follow this step even if you pay that person below this threshold.
Instead you will have to report the payments you make to all employees in accordance with step 2.

Otherwise, use the guidance below to decide what action to take:

a. Do you expect to pay that person below the lower earnings limit during the tax year (6 April to 5 April)?
   
   Yes - Go to b below

   No - Follow step 2 above

b. Does that person have another job or receive a pension?

   Yes - Follow step 2 above

   No - Go to c below

c. Keep a record showing

   Name, address and National Insurance number

   The amount paid each year from 6 April to 5 April

   Retain the records for 3 tax years following year of payment

**EXPENSES PAYMENTS**

4. **No tax charge will arise in respect of a payment**

   • to compensate, without profit, someone who incurs expenses which are allowable as tax deductions, when working for the LRC
   • that reimburses, without profit, the cost of travel to and from the LRC, provided this is the only payment made.

The cost of travel to and from the LRC is not an allowable expense, if it is paid along with a fee for work that is done there. So a payment made to compensate for travel to or from the LRC must be included with other payments when arriving at the amount to report for PAYE purposes.

5. **Employment status of, for example, church organists, bell ringers or choristers**

   • If you are in doubt about whether a person (worker) is an employee (the worker may claim to be self employed)

   • Use the Employment Status Indicator (ESI) tool to help you decide. The tool is anonymous so no personal details about the worker or the LRC are needed.
This tool is available on the HMRC website at: http://www.hmrc.gov.uk/calcs/esi.htm.

Registering as an employer

Local Employing Bodies can do this easily by contacting the New Employer Helpline on 0300 200 3211.
Employee's personal details

Last name or family name

First name(s)

Are you male or female?

- Male
- Female

Date of birth eg dd mm yyyy

Home address

Address line 1

Address line 2

Address line 3

Address line 4

Postcode (if your address is in the UK)

National Insurance number

Employment start date eg dd mm yyyy

Payroll ID or works number (if you have one)

Employee statement

You need to select only one of the following statements A, B or C.

A - This is my first job since last 6 April and I have not been receiving taxable Jobseeker's Allowance, Employment and Support Allowance, taxable Incapacity Benefit, State or Occupational Pension.

B - This is now my only job but since last 6 April I have had another job, or received taxable Jobseeker's Allowance, Employment and Support Allowance or taxable Incapacity Benefit. I do not receive a State or Occupational Pension.

C - As well as my new job, I have another job or receive a State or Occupational Pension.

Do you have a Student Loan which is not fully repaid and all of the following apply:

- You left a course of UK higher education before last 6 April.
- You received your first Student Loan instalment on or after 1 September 1998.

- No
- Yes
Appendix 10.4: MCH Advice re NI Allowance

As some of you are aware, in the March 2013 Budget, as part of its strategy to encourage business growth, the Government announced that it will introduce an employment allowance of £2,000 a year for all businesses, charities and CASCs to offset against their liability for Class 1 secondary NICs.

Most employers and charities in the UK are eligible to take advantage of this allowance but there are some exceptions for example if the organisation:

- already claims the allowance through a connected company or charity
- is a public authority (including local, district, town and parish councils)

In November last year, Pothecary Witham Weld, Solicitors, acting on our behalf, wrote to HMRC to request clarification as to whether it considered the Connexional bodies (i.e. churches, circuits and districts) as connected for the purposes of claiming the Employment Allowance. We have now received a response.

HMRC has taken the position that the bodies within the Connexion are connected for the purposes of the legislation and as such can claim only a single Employment Allowance of £2000. Whilst we plan to pursue our case further with HMRC, it is important that we update you on this critical development and implications.

For those organisations that process their own payrolls and do not use the Stipends Bureau, in order to avoid any penalties, our advice is as follows:

1. not to claim the allowance
2. if they have already claimed it, they should pay it back immediately.

Organisations that use the Stipends Bureau for their lay employee payrolls do not need to take any further action as the full allowance of £2000 has been claimed by the Bureau.

Finance Office, Methodist Church House
2015

Date: 29 September 2015
There are two types of residency arrangements available to church employers:
1. Licence
2. Tenancy

11.1 Licence

A “licence to occupy” arises where the property is made available under the contract of employment for the better performance of the occupier’s duties as an employee. The contract of employment must state that it is a condition of the employment that the employee resides in the property for the better performance of their duties. The licence terminates automatically when the employment terminates. The documents “The Methodist Council Conditions of Residential Occupancy” (see Appendix 11.1) must be issued with the contract of employment.

There is likely to be a taxable benefit attributable to the provision of the property, which the employing body must declare to HMRC.

11.2 Tenancy

A tenancy agreement is a separate agreement between an owner and a prospective occupier that is not directly linked to the contract of employment. This is in effect a private agreement and the owner should charge the best rent that can be reasonably obtained for the property on the basis of appropriate advice as required by charity law and the agreement approved by the Connexional Team (Standing Order 931(3)). These should be submitted to the TMCP Legal Section.

Legal Guidance

Before entering into any tenancy agreement it is advisable to seek information and legal advice from a solicitor. Guidance can also be obtained from the Legal Section, TMCP in Manchester on 0161 235 6770.

Last Date Modified: November 2019
CONDITIONS OF RESIDENTIAL OCCUPANCY

1. Definitions

1.1 In this document, “The premises” refers to the residential and related accommodation at such address as shall be notified to you in writing.

1.2 “The Licensors” are the Managing Trustees of the premises.

The premises are maintained by the licensees for occupation by the person employed to undertake the duties of your appointment.

By accepting this employment you have agreed that you are a licensee and not a tenant of the premises.

2. You will:

2.1 Not use the premises except as your private residence and for such purposes in the course of your employment as may be agreed with your employer, and in particular not receive guests or other visitors at the premises except at your own expense or when a guest is received at the request of your employer at your employer’s expense.

2.2 Not do nor allow anything to be done which may be a nuisance or cause annoyance to the licensees or to neighbours or which may invalidate any insurance policy relating to the premises.

2.3 Take proper care of the premises and of the licensees’ fixtures and fittings and forthwith make good any breakages not attributable to fair wear and tear.

2.4 Not sub-let the property, or any part of it, or take in any paying guest. The employee is not permitted to allow anyone to occupy the property which could create the relationship of Landlord and Tenant as this could create difficulties for the managing trustees in the future once the employment relationship comes to an end.

2.5 Observe any reasonable rules and regulations made by your employer that relate to your occupation and use of the premises.

2.6 Vacate the premises immediately on the termination of your employment.
3. The licensors will:
   
3.1 Permit you to occupy the premises for the duration of your employment.
3.2 Pay such expenses attributed to your occupation of the premises as have been agreed with your employer and stated in your Letter of Appointment and Statement of Terms and Conditions of Employment.
3.3 Maintain the premises in a satisfactory state of repair and decoration.

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

*Modified*: November 2019
12 INFORMATION SPECIFIC TO THE EMPLOYMENT OF CHILDREN & YOUTH / COMMUNITY WORKERS

This section provides information on:
- Definitions
- Issues to consider before recruitment
- Providing a support and management structure
- Selecting the line manager
- Job Description
- Appointment of Qualified Workers
- Terms and Conditions of Employment
- Advertising
- Information and support sources

Note: This section should be read in conjunction with other sections in the pack.

12.1 Definitions

Children & Youth Worker:

Normally works with people in the age group 11 to 25; post may require specialist qualifications in youth work.


Community Worker:

Works with all-age communities, with an appropriate specialist qualification.

12.2 Issues to consider before recruitment

Firstly you should read the Safer Recruitment Policy before starting any recruitment exercise and follow the 10 Step Procedure For All Recruitment. The policy can be downloaded from: www.methodist.org.uk/safeguarding
SECTION 12: INFORMATION SPECIFIC TO THE EMPLOYMENT OF CHILDREN & YOUTH/COMMUNITY WORKER

It is important, before starting a recruitment exercise, to be clear about what you are trying to achieve. Many churches believe that having a Children & Youth / Community worker will help to increase the presence of young people but they have not really thought out how this will be achieved. These are some of the questions which you should consider before you deciding whether to employ someone.

What do you see as the purpose of youth work?
It is important to be clear about the purpose and duties of the post. For example, do you want the post holder to evangelise or work where young people are, in order to enable them to develop their potential and make decisions for themselves? If not resolved at the beginning, major differences of understanding could affect the success of the work.

Whose needs are you responding to?
Have the needs you have identified come from your church or circuit community or are they your own, perceived needs?

Have you consulted with and involved those who the project is aimed at?
Good consultation will ensure there is support for the post holder and minimise the potential for misunderstandings.

Are you clear about the outcomes you expect? Are you able to state clearly the duties of the post?
In order to make a good appointment it is important that you state clearly what the job will involve and what you expect of the post holder.

What other resources will be needed to achieve your aim?
You should consider how the post holder will be managed, what support will be available and from whom, what resources the post holder will need (office, computer, computer packages for example) and how these will be funded.

How will the post holder and the work be monitored and evaluated?
Monitoring and evaluating involves carrying out ongoing, work in progress meetings, ongoing feedback and interim and annual appraisals with the post holder. SMART objectives should be agreed as well as identifying training and development needs and providing the necessary opportunities for training and development to take place.
Does the church membership as a whole own the project?
It is important that there is wide support for the appointment and a shared understanding of what the post holder will be expected to do. Avoid one or two people driving the appointment without gaining general support. Agreement and support for the appointment and the objectives will increase the potential for success in the post.

Is there scope for a partnership arrangement with other churches or organisations?
Sometimes a joint approach can be helpful. In this case it may be helpful/useful for one of the organisations to act as the employer with agreement between the parties about management and funding.

What terms and conditions are appropriate? Is the role open ended or fixed term in nature?
Further information about fixed term contracts is available in section 5.

12.3 Providing a Support / Management Structure

It is important to provide continuing support and direction to the person appointed. The appointment is much more likely to produce results if there is a supportive management structure in place. The actual arrangement will depend on whether it is a circuit or church appointment. The following is a suggested management framework:
All formal communications from or to the Children & Youth / Community Worker should be through the line manager in the first instance.

Concerns about the work should always be taken up, in the first instance, with the line manager and not the Children & Youth / Community Worker.

If the line manager is unable to deal with any issue, s/he should discuss the issue with the Management Committee.

Supervision meetings should take place at regular intervals, for example, 1 or 1.5 hours at intervals of not less than 4 weeks.

The Management Committee should meet at regular intervals, for example monthly, during the first six months. It will be helpful if the Worker reports on work undertaken and is present for all or part of the meeting. It would be good practice, when the first six months is completed, to review the job description in the light of the experience gained. The Management Committee may also wish to review their way of working and the frequency of their meetings.

The Church or Circuit Council and the Management Committee are responsible for the overall monitoring and evaluation of the work.
**SECTION 12: INFORMATION SPECIFIC TO THE EMPLOYMENT OF CHILDREN & YOUTH/COMMUNITY WORKER**

### 12.4 Selecting the Line Manager

This should be someone who has some understanding and ‘ownership’ of the work to be undertaken as well as having experience in and an understanding of supervision. This person’s role is to ensure the work is carried out, to set goals and targets, to enable the worker to think through their plans and thoughts as well as to challenge and support through regular supervision. The line manager should also carry out a yearly appraisal with the Worker.

Guidance on how to conduct an appraisal can be obtained from the Regional Youth Participation Worker. Contact details are available from your minister.

### 12.5 Job Description

It is important that this clearly states what you are expecting of the worker. A broad statement such as ‘to develop youth work within the church and the local community’ needs to be supported by clear examples of what is to be developed.

Examples of job descriptions are given in section 1 of this manual. Always include the following:

- Purpose of the post (why the post exists) – e.g. “to develop agreed aspects of youth work within the church community”.
- To whom the worker is responsible
- Who they are responsible for (if relevant)
- A list of the main tasks to be undertaken. (These can be updated from time to time by mutual agreement following appraisal reviews.)
- An enhanced DBS check is required for post holders who will be working closely with children, young people and vulnerable adults.

### 12.6 Appointment of Qualified Workers

Children, Youth and community work requires specialist knowledge and skills. This is recognised through a structure of professional qualifications and / or experience.

Churches and circuits preparing to recruit a Children and Youth or Community Worker must consider whether they will require a relevant qualification in youth work. Grants from some sources may be conditional upon a JNC qualification.
There are a number of qualifications which recognise the specialist and skilled nature of the work. Some qualifications are recognised by the JNC and by the NYA (National Youth Agency) or its Welsh equivalent.

JNC is the Joint Negotiating Committee for Children, Youth and Community Workers representing

- Employers of children, youth and community workers – the Local Government Association (LGA), the Welsh Joint Education Committee, the National Council for Voluntary Youth Services (NCVYS), Community Matters and the Council for Wales Voluntary Youth Services.
- Staff – the Community and Youth Workers Union (CYWU), National Association of Teachers in Further and Higher Education (NATFHE), National Union of Teachers (NUT), and UNISON.

This body negotiates pay and conditions for youth and community workers and validates courses offering training for those wishing to become qualified workers. This principle applies whether the worker is full or part time.

As well as a JNC national qualification some people train part time with their local Youth Service or similar organisation. In many cases these local courses are also recognised by JNC. As training is more limited the associated salary scales are slightly lower.

If the intention is to employ a Lay Employee, whose work will include a small proportion of youth or community work, it may not be appropriate to require a youth qualification. Further details are available from your Regional Participation Worker or from the Children and Youth Team at Methodist Church House

### 12.7 Terms and Conditions of Employment

Church employers are not required to follow JNC pay and conditions but should be aware and take account of the fact that other employers use them.

**Salary**

The employing body needs to agree what salary will be offered. You should expect to pay a higher salary if you require a JNC recognised qualification.

JNC publishes a national, incremental pay structure for qualified and unqualified salaries, and for London Area Allowances (Inner, Outer, Fringe). The bands are reviewed and increased annually taking effect normally from 1 September. Development and Personnel at Methodist
**SECTION 12: INFORMATION SPECIFIC TO THE EMPLOYMENT OF CHILDREN & YOUTH/COMMUNITY WORKER**

Church notifies District Lay Employment Secretaries of the new rates when the information is received.

You can use these links to the latest JNC Salary Scales: - [JNC Salary Scale](#) or [www.cywu.org.uk](#)

Information about JNC scales and advice about starting salaries can be obtained from the Regional Participation Worker or Youth Participation Project Manager] from the Children and Youth Team at Methodist Church House.

**Other Terms and Conditions of Service**

The JNC recommends certain arrangements in respect of other terms and conditions of employment (for example, that full time work be 37 hours per week, 36 in London). Church employers are advised to agree arrangements for hours, annual leave, sick pay and pension which are consistent with local arrangements.

**Residential Accommodation**

There is no need to offer accommodation. If accommodation is available and accepted then a residency arrangement should be formed. See Section 10.

**Training**

Children and Youth / Community Workers may attend the annual conference for Lay employees. (Details are available from the Children and Youth Team at Methodist Church House.)

**12.8 Advertising**

There are a number of places where an advertisement may be placed:

- The local paper
- Through the Council for Voluntary Youth Service (CVYS) who circulate job vacancies to all registered youth groups at set intervals.
- The Methodist Recorder or the press of the other denominations.
- Magazines read by youth and community workers including

**Youth Work (which is a Christian youth work magazine),**

CCP, P O Box 17911
London SW1P 4YX
Tel: 020 7316 1450
Web site: [www.youthwork.co.uk](#)

**Children & Young People Now (which is a secular magazine lined to the National Youth Agency)**

The Methodist Church | INFORMATION SPECIFIC TO THE EMPLOYMENT OF CHILDREN & YOUTH / COMMUNITY WORKERS
SECTION 12: INFORMATION SPECIFIC TO THE EMPLOYMENT OF CHILDREN & YOUTH/COMMUNITY WORKER

Tel: 020 8267 4652
Web site: www.cypnow.co.uk

AMAZE (which is the Association of Christian Youth and Children’s Workers)
Tel: 0121 503 0824
Web site: www.amaze.org.uk

Web sites for agencies which specialise in recruiting people for youth work:
Christian Vocations – www.christianvocations.org
Youth Work Jobs – www.youthworkjobs.com
ZEDX – www.zedx.co.uk

12.9 Information and Support Sources

Within each District there is a Regional Youth Participation Worker [or Youth Participation Project Manager] who can offer you support and advice in the setting of youth and community projects and about possible sources of funding. Your minister will be able to tell you how to contact the RYPW.

Your District Lay Employment Secretary who should be consulted before a post is advertised. (See section 2).

At Connexional level the Children and Youth Team at Methodist Church House will offer advice. AMAZE (see above) has produced a comprehensive manual on employing a Youth or Children’s worker.

Last Date Modified: November 2019
Example Job Description – Children & Youth Worker

JOB DESCRIPTION

Job Title: Children & Youth Worker

Location: Address

Responsible to: The Lay Employee will be employed by the _____________________ Circuit and will be under the supervision of xxx (e.g. the Superintendent Minister in pastoral charge of _____________________ Church).

Responsible for: [List the Job titles of those who report to the post holder]

Purpose and Objectives:

To be responsible for the pastoral care and development of the children and youth work programmes for the age range 11-18 years within the church in consultation with the church stewards, circuit stewards and leadership team.

To embrace principles and practices of participation in all strategic development of work with children and young people.

To enable children and young people to be fully participating members of the Church/Community.

Main Responsibilities:

- To oversee and develop work with children and young people in a consultative process within the church and the local community
- To help young people to explore the Christian faith in a creative and dynamic way and to enable:
  a. Spiritual understanding and growth
  b. Intergenerational engagement
  c. Participation
- To consult with children and young people and in partnership identify their needs and provide a range of social and spiritual education and some intergenerational activities which aim to meet these needs
- To network with local voluntary and statutory children and youth providers to build working partnerships which respond to children and young people’s needs
- To recruit, motivate and train volunteer youth workers following Safer Recruitment practice
- To establish involvement in local schools and to develop an on-going strategy for the development of a schools programme
- To manage and administer an agreed budget to enable the ministry with children and young people to develop.
APPENDIX 12.1: EXAMPLE JOB DESCRIPTION – CHILDREN & YOUTH WORKER

• To appraise and review initiatives set up and activities undertaken, and change where necessary the action and focus of work after consultation with, and agreement, from the management group.

• To undertake any other related duties, identified by the line manager /minister as are within your capabilities and level of responsibility, in order to meet the needs of the work with children and young people.

Please note that the above are typical requirements for this role. This is an example document and should be reviewed and adapted to suit the needs of the church.

Terms and conditions:

<table>
<thead>
<tr>
<th>Terms of appointment:</th>
<th>Permanent / Fixed Term until [insert end date]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remuneration:</td>
<td>The salary will be £_________ per annum/per hour.</td>
</tr>
<tr>
<td>Hours of work</td>
<td>e.g. Normal working pattern: 20 hours per week Sunday-Wednesday.</td>
</tr>
<tr>
<td>Expenses</td>
<td>All reasonable expenses will be reimbursed. These will need to be agreed with the line manager first.</td>
</tr>
<tr>
<td>Holiday entitlement</td>
<td>28 days statutory annual leave entitlement per year (pro-rata for part-time Workers).</td>
</tr>
<tr>
<td>Criminal record clearance</td>
<td>Appointment will be subject to a satisfactory criminal record clearance.</td>
</tr>
<tr>
<td>References</td>
<td>Appointment will be subject to satisfactory references</td>
</tr>
<tr>
<td>Probationary period</td>
<td>Appointment will be subject to the satisfactory completion of up to three-month probationary period.</td>
</tr>
</tbody>
</table>

Management

The Lay Employee will have a line manager whose responsibilities will be to:

• Become familiar with the work of the Lay Employee.
• Work with the Lay Employee to encourage the church to respond to new challenges and opportunities in mission with children and young people.
• Determine priorities for the work with children and young people.
• Prepare a personal development plan with the lay employee.
• Ensure good communications between all the ‘stakeholders’ (groups and networks) involved.
• Monitor and evaluate progress with the Lay Employee on a regular basis (meetings will take place monthly during the probationary period and quarterly thereafter).
• Act as a “sounding board” to the Lay Employee.

Last Date Modified: 31.03.17

Note:
Everyone who is responsible for recruiting staff and volunteers must first read the Practice Guidance on carrying out Disclosure and Barring Service (DBS) checks as part of Safer Recruitment available from www.methodist.org.uk/safeguarding
## Example Person Specification – Children & Youth Worker

**PERSON SPECIFICATION**

Post: Children & Youth Worker

Lay Employee in ________________ Circuit based at ________________ Church

<table>
<thead>
<tr>
<th>Attributes</th>
<th>Essential</th>
<th>Desirable</th>
<th>Method of Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qualifications</strong></td>
<td>Nationally recognised qualification in Children’s, Youth or Community work or equivalent experience evidenced for the role.</td>
<td>Professional qualification at degree level or membership of a professional body.</td>
<td>Q</td>
</tr>
<tr>
<td><strong>Proven Ability</strong></td>
<td>Significant proven ability in children’s, youth or community work in a paid or voluntary capacity</td>
<td>Proven ability of undertaking and enabling consultation and participation of children and young people.</td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Proven ability of organising and leading children and youth events</td>
<td>Proven ability of networking and establishing working relationships/partnerships</td>
<td>A/I</td>
</tr>
<tr>
<td></td>
<td>Proven ability of working with children and young people from a diverse range of backgrounds and needs.</td>
<td>An awareness of the needs and issues affecting young people today, of children and youth culture and children and youth issues.</td>
<td>A/I</td>
</tr>
<tr>
<td><strong>Knowledge &amp; Skills</strong></td>
<td>Knowledge of good practice in children and youth ministry</td>
<td>Knowledge of Safeguarding and child protection procedures</td>
<td>A/I</td>
</tr>
<tr>
<td></td>
<td>An awareness of the needs and issues affecting young people today, of children and youth culture and children and youth issues.</td>
<td>Knowledge and understanding of inclusive work with children and young people; including special needs</td>
<td>A/I</td>
</tr>
</tbody>
</table>
### Special Qualities or Aptitudes

<table>
<thead>
<tr>
<th>Description</th>
<th>A, I</th>
</tr>
</thead>
<tbody>
<tr>
<td>A committed Christian who is active in their own church</td>
<td></td>
</tr>
<tr>
<td>Ability to work on your own and as part of a team</td>
<td></td>
</tr>
<tr>
<td>Ability to organise yourself in order to manage your workload efficiently</td>
<td></td>
</tr>
<tr>
<td>Ability to establish positive and productive relationships with children, young people and adults</td>
<td></td>
</tr>
<tr>
<td>Ability to recognise and develop the gifts of others and foster an environment of participation in particular of children and young people</td>
<td></td>
</tr>
<tr>
<td>The ability to plan and deliver activities that are underpinned by principals of participation and spiritual exploration leading to faith formation.</td>
<td></td>
</tr>
<tr>
<td>Ability to recruit, train and supervise a team of volunteers/ sessional children and youth workers</td>
<td></td>
</tr>
<tr>
<td>Computer skills to use a variety of packages to input and retrieve information</td>
<td></td>
</tr>
<tr>
<td>Ability to communicate orally with a range of different audiences (children, young people, professionals, church members etc)</td>
<td></td>
</tr>
</tbody>
</table>

### Any Other Requirements

<table>
<thead>
<tr>
<th>Requirement</th>
<th>A, I</th>
</tr>
</thead>
<tbody>
<tr>
<td>This post holds a genuine occupational requirement for the post holder to be a Christian.</td>
<td></td>
</tr>
<tr>
<td>Satisfactory criminal record clearance</td>
<td></td>
</tr>
<tr>
<td>Able to lead Worship</td>
<td></td>
</tr>
<tr>
<td>Criminal record clearance certificate.</td>
<td></td>
</tr>
</tbody>
</table>

A – Application form; I – Interview; E – Exercise; Q – proof of qualification (certificates or transcripts)

Note:
Everyone who is responsible for recruiting staff and volunteers must first read the Practice Guidance on carrying out Disclosure and Barring Service (DBS) checks as part of Safer Recruitment available from www.methodist.org.uksafeguarding

**Last Date Modified:** 31.03.17

*Please note that the above are typical requirements for this role. This is an example document and should be reviewed and adapted to suit the needs of the church.*
Example Job Description – Children and Families Worker

JOB DESCRIPTION

Job Title: Children and Families Worker

Location: Address

Responsible to: The Lay Employee will be employed by the _________________ Circuit and will be under the supervision of xxx (e.g. the Superintendent Minister in pastoral charge of _________________ Church).

Responsible for: Please insert Job titles of those who report to the post holder

Purpose and Objectives:

To be responsible for the pastoral care and development of the work programme for children and families within the church in consultation with the church stewards, circuit stewards, leadership team.

To embrace principles and practices of participation in all strategic development of work with children and families and everyday practices.

To enable children and families to participate fully in the life of Church/Community.

Main Responsibilities:

1. To oversee and develop work with children and families in a consultative process within the church and the local community
2. To help children and families to explore the Christian faith in a creative and dynamic way in Sunday School and to enable:
   • intergenerational engagement
   • participation
3. To consult with families and in partnership identify their needs and provide a range of social education and some intergenerational activities which aim to meet these needs
4. To manage and administer an agreed budget to enable the ministry to develop.
5. To appraise and review initiatives set up and activities undertaken, and change where necessary the action and focus of work after consultation with, and agreement, from the management group.
6. To work ecumenically where appropriate and in partnership with other local church colleagues.
7. To work with the Superintendent and the District Safeguarding Officer to ensure compliance with the Churches’ Policy on Safeguarding and creating a safe space for all.
8. To undertake any other related duties, identified by the minister as are within your capabilities and level of responsibility, in order to meet the needs of the church
APPENDIX 12.3: EXAMPLE JOB DESCRIPTION – CHILDREN AND FAMILIES WORKER

The following tasks are optional:

9. To develop links with local primary schools and other community groups
10. To establish activities and programmes for children and parents/carers including planning, organisation and leadership of (monthly) Messy Church.
11. To recruit, support and encourage volunteer leaders for Sunday School and Messy Church

Other Responsibilities include:

- Undertake Core Skills Family Ministries Training.
- Attend church meetings as required
- Produce written reports about the Children and Families work

*Please note that the above are typical tasks for this role. This is an example document and should be reviewed and adapted to suit the needs of the church.

Management

The Lay Employee will have a line manager whose responsibilities will be to:

- Become familiar with the work of the Lay Employee.
- Equip and offer training and development.
- Work with the Lay Employee to encourage the church to respond to new challenges and opportunities in mission to children and families.
- Determine priorities for the work with children and families.
- Prepare a personal development plan with the lay employee.
- Ensure good communications between all the ‘stakeholders’ (groups and networks) involved.
- Monitor and evaluate progress with the Lay Employee on a regular basis (meetings will take place monthly during the probationary period and quarterly thereafter).
- Act as a “sounding board” to the Lay Employee.

Terms and conditions:

<table>
<thead>
<tr>
<th>Terms of appointment:</th>
<th>Permanent / Fixed Term until [insert end date]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remuneration:</td>
<td>The salary will be £________ per annum/per hour.</td>
</tr>
<tr>
<td>Hours of work</td>
<td>e.g. Normal working pattern: 20 hours per week Sunday--Wednesday.</td>
</tr>
<tr>
<td>Expenses</td>
<td>All reasonable expenses will be reimbursed. These will need to be agreed with the line manager first.</td>
</tr>
<tr>
<td>Holiday entitlement</td>
<td>28 days statutory annual leave entitlement per year (pro-rata for part-time Workers).</td>
</tr>
<tr>
<td>Criminal record clearance</td>
<td>Appointment will be subject to a satisfactory criminal record clearance.</td>
</tr>
<tr>
<td>References</td>
<td>Appointment will be subject to satisfactory references</td>
</tr>
<tr>
<td>Probationary period</td>
<td>Appointment will be subject to the satisfactory completion of up to three-month probationary period.</td>
</tr>
</tbody>
</table>

Note:
Everyone who is responsible for recruiting staff and volunteers must first read the
Practice Guidance on carrying out Disclosure and Barring Service (DBS) checks as part of Safer Recruitment available from
www.methodist.org.uk/safeguarding

[Date the Job Description was last updated]  Last Date Modified: 31.03.17
### PERSON SPECIFICATION

**Post:** Children and Families Worker

Based at ________________ Church, ________________ Circuit

<table>
<thead>
<tr>
<th>Attributes</th>
<th>Essential</th>
<th>Desirable</th>
<th>Method of Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qualifications</strong></td>
<td>Nationally recognised qualification in Children’s, Youth or Community work or equivalent experience evidenced for the role.</td>
<td>Qualification in an aspect of training or adult education</td>
<td>Q</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Professional qualification at degree level or membership of a professional body.</td>
<td>Q</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A recognised Biblical, theological or practical mission qualification</td>
<td>Q</td>
</tr>
<tr>
<td><strong>Proven Ability</strong></td>
<td>Proven ability of working with children and families in a paid or voluntary capacity</td>
<td>A/I</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proven ability of training adults.</td>
<td>A/I</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proven ability of undertaking and enabling consultation and participation of families</td>
<td>A/I</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Evidence of organising and leading families’ events</td>
<td>A/I</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proven ability of networking and establishing working relationships/partnerships</td>
<td>A/I</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proven ability of working with families from a diverse range of backgrounds and needs.</td>
<td>A/I</td>
<td></td>
</tr>
<tr>
<td><strong>Knowledge &amp; Skills</strong></td>
<td>Understanding of the Church’s work with families</td>
<td>A/I</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Knowledge of Safeguarding and child protection procedures</td>
<td>A/I</td>
<td></td>
</tr>
<tr>
<td></td>
<td>An awareness of the needs and issues affecting families today.</td>
<td>Good understanding of the national Occupational Standards pertaining to work with parents</td>
<td>A/I</td>
</tr>
<tr>
<td></td>
<td>Able to demonstrate awareness of and commitment to the participation of families in the life of the church.</td>
<td>A/I</td>
<td></td>
</tr>
</tbody>
</table>
### Appendix 12.4: Example Person Specification—Children and Families Worker

<table>
<thead>
<tr>
<th>Special Qualities or Aptitudes</th>
<th>Have a personal Christian faith and active in a church community</th>
<th>A, I</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ability to work on your own and as part of a team</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ability to organise yourself in order to manage your workload efficiently</td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Ability to establish positive and productive relationships with families</td>
<td>A, I</td>
</tr>
<tr>
<td></td>
<td>Ability to recognise and develop the gifts of others and foster an environment of participation of families</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The ability to plan and deliver activities that are underpinned by principles of participation and spiritual exploration leading to faith formation.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ability to recruit, train and supervise a team of volunteers/ sessional children and youth workers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Computer skills to use a variety of packages to input and retrieve information</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ability to communicate orally with a range of different audiences (children, young people and adults, professionals, church members etc)</td>
<td></td>
</tr>
<tr>
<td>Any Other Requirements</td>
<td>This post holds a genuine occupational requirement for the post holder to be a Christian.</td>
<td>Able to lead Worship</td>
</tr>
<tr>
<td></td>
<td>Satisfactory criminal record clearance.</td>
<td>Criminal record clearance certificate.</td>
</tr>
</tbody>
</table>

A – Application form; I – Interview; E – Exercise; Q – proof of qualification (certificates or transcripts)

**Note:**
Everyone who is responsible for recruiting staff and volunteers must first read the [Practice Guidance on carrying out Disclosure and Barring Service (DBS) checks as part of Safer Recruitment](www.methodist.org.uksafeguarding) available from www.methodist.org.uksafeguarding

*Please note that the above are typical requirements for this role. This is an example document and should be reviewed and adapted to suit the needs of the church.*

**Last Date Modified:** 31.03.17
## 13.1 Induction

It is good practice to prepare an induction training programme for all newly appointed staff. The induction programme should take account of what someone who is new in a post needs to know in order to carry out the duties of the job. A well-organised induction programme will reduce the risk of error and increase the rate at which the new appointee can work effectively.

It may be helpful to consider what the new post holder will find useful to learn on the first day, in the first week, first month and so on. Induction programmes can be scheduled over any period up to 3 months.

An induction programme prepared and issued in advance helps to give the new post holder a sense that thought and care has been given to their needs.

The sort of points which may be relevant are: pay details, how to book holidays, how to reclaim expenses, layout of the building, facilities and equipment available, procedure in the event of an accident or incident, key personnel and contacts, how to book study leave, security (personal and premises), health and safety issues, key dates, expectations and objectives, work procedures, the Church’s policy on Safeguarding and so on. It is good practice to keep a record of the training and points covered.

A date should be set for a review before the end of three months or the end of the probationary period if different.
**SECTION 13: ON-GOING EMPLOYMENT ISSUES**

- Inductions should not be a brief one-off event that take up only the first day of the new employee’s employment, but should instead be designed to last over a period of several weeks.
- Induction programmes should provide standard information about the structure of the organisation, business objectives, the function of the department, the purpose and key responsibilities of the job, standards of performance that are required and all policies, procedures and rules.
- The induction process should as a minimum include introductions to the company, the workplace, the people, the job, health and safety requirements, terms and conditions of employment and the office environment.
- It is usually of benefit to employer and employee alike to stipulate a probationary period for the new employee at the end of which a review is carried out.
- Probationary periods have no meaning in law as any qualifying period required for rights and entitlements in employment start to run from the date employment commenced.
- In carrying out induction, it is important to ensure that no employee is placed at a disadvantage on account of his or her gender, marital status, racial group, religion, sexual orientation, age or disability.
- Under the Equality Act 2010 it stipulates that it is lawful to offer training specifically to employees of a particular nationality or colour if the purpose of the training is to help to fit them for their work.
- Under the Equality Act 2010, employers are required to make reasonable adjustments to any provision, criterion or practice that they apply and to any physical feature of their premises in order to accommodate the needs of disabled employees so as to help them overcome any disadvantage which their disability would otherwise cause them, and this would include adjustments to the induction programme and methods of delivery.
- Fixed Term and Part-time employees should be afforded the opportunity to undergo a full induction training programme because under the Part-time Workers Regulations 2000 and Fixed Term Employees Regulation 2002, part-time and fixed term workers must not be excluded from training on account of their status.

**13.2 Managing Performance**

It is important to manage performance positively and not just hope all will be well. Most people benefit from knowing what they do well and when changes should be made in order to be more effective.

It is important not to allow bad habits or practices to become confirmed before raising concerns with the post holder. In many cases informal advice and coaching will bring about an improvement.

Concerns which arise during the early weeks following the start of employment should be discussed in regular one to one meetings before the end of the probationary period if possible. It is not good practice to wait until the review meeting to raise issues. Sometimes this cannot be avoided however
SECTION 13: ON-GOING EMPLOYMENT ISSUES

and it becomes necessary to extend the probationary period before it is possible to confirm the person in post.

On-going or serious concerns and the extension of the probationary period should be set out in writing. The letter should specify the areas of concern and the standards required, the date for review and, if appropriate, that the probationary period is being extended. Advice should be sought from the District Lay Employment Secretary before such a letter is issued.

It is good practice to hold an appraisal meeting at least once each year. An appraisal is an opportunity to review performance together. It is not intended to provide the supervisor or Line manager with an opportunity to ‘sit in judgement’ on the post holder. An effective appraisal will look at what is being done well, areas for improvement, training needs and so on. It is recommended that any objectives for the next period are recorded as they can then be used as a starting point at the next review.

Some employer’s link pay reviews to performance reviews but this is not recommended.

Top tips for managers

- Raise performance issues early - don't leave them until the yearly appraisal or probation review meeting.
- However, raising issues in an annual appraisal is better than not raising them at all - an employee will never improve if they have not been told what is expected of them.
- Deal with matters informally at first by having a quiet word with the employee. Try to find out if there are any underlying issues (for example, a recent change in personal circumstances) which could be relevant.
- Keep file notes of all meetings and conversations with employees about their performance so that you have an evidential paper trail should this be necessary further down the line.
- Ensure that comments made in file notes are accurate, appropriate and professional, as such documents are likely to be disclosed in any subsequent litigation or if an employee makes a data subject access request under the Data Protection Act 1998.
- In formal meetings ask a third party to take notes - having these conversations is difficult enough without having to speak and write at the same time.
- Accept that an employee’s performance may sometimes dip for a short period, but make sure you continue to give feedback to help them return to what is required.
- Average performance does not equal poor performance. If you want employees to improve their skills, then training and mentoring should be provided, any performance issues should be addressed at regular one- to- one meetings.
- Do not spend too long dealing with matters of poor performance informally if it is appears that an improvement is not forthcoming: move to invoking a formal procedure.
**SECTION 13: ON-GOING EMPLOYMENT ISSUES**

- The foundation of a fair procedure, as required by the ACAS Code, is to tell the employee what the problem is, hold a meeting to discuss it (allowing them to be accompanied), decide on appropriate action and give an opportunity to appeal any sanction imposed.

- You may not have a dedicated capability procedure within your organisation and may be using the framework set out in your disciplinary policy, but remember that you are dealing with capability not conduct. This requires a subtle difference of approach from the employer who should be prepared, initially at least, to be as supportive and constructive as possible to assist the employee to improve.

- Keep the momentum of the process going: just because an employee goes off sick doesn't necessarily mean you have to stop.

- Set reasonable targets and time periods for improvement and get the employee to agree to these.

- *How long do we need to give an employee to improve?* This will vary from case to case depending upon the circumstances, but where an employee already has over a year's service, adequate performance management is likely to take a significant amount of time - as a very rough rule of thumb, at least three months. Any targets set must be measureable and realistic.

- Be consistent in appraisals, and when operating any capability procedure, to help avoid charges of discrimination or bullying.

- Performance management should be an ongoing process and takes time. Employers should not just issue a warning and then forget about it. Regular reviews, both formal and informal, should ensure that management efforts are beneficial.

---

**13.3 Managing Performance – Conduct and Capability Issues/Using the Disciplinary Procedure**

Occasionally, serious concerns arise which are not resolved through discussion. Serious concerns should be reviewed using the Disciplinary Procedure.

Employees who were recruited on or before 6 April 2012 and have one year’s continuous service are able to register an application for unfair dismissal with an Employment Tribunal. The Tribunal will find a dismissal automatically unfair if the employer has not complied with minimum standards set out in the Statutory Disciplinary Procedure or followed their own procedures before they take a decision to dismiss. Please see Appendix 8.5 for a model disciplinary procedure.

The qualifying period for employees to bring a claim of unfair dismissal increases from one year to two years. The increase will apply only to employees who start a new job on or after 6 April 2012. Wherever possible the employer should try to resolve the concerns informally before using the Disciplinary Procedure. It is recommended that a record be kept of meetings when concerns were brought to the employee’s attention and discussed.
SECTION 13: ON-GOING EMPLOYMENT ISSUES

Advice should be sought from the District Lay Employment Secretary when serious concerns are identified or the Disciplinary Procedure is being considered. Additional advice is available from Development and Personnel at Methodist Church House.

In the event the Disciplinary Procedure is used, the objective should be to help and encourage an improvement in employee’s conduct or standard of work.

Complaints and Grievances

It is important that an employee who has a complaint is allowed the opportunity to have the complaint considered. It is good practice to provide employees with a reasonable and prompt opportunity to obtain redress of any grievance. There is a legal obligation to specify in the Written Statement of Terms and Conditions of Employment a person to whom the employee can apply if they have a grievance. Employers and employees are also required to comply with the Statutory Grievance Procedure. This includes allowing an employee to be accompanied at grievance hearings. Please see Appendix 8.6 for a model grievance procedure.

Failure to follow the ACAS procedure and/or to respond appropriately to a complaint or grievance from an employee could result in the employee resigning and making a claim to an Employment Tribunal for constructive dismissal, that is, he or she believed they had been forced to resign because of a failure by the employer which amounted to a breach of contract and should lead to any award made to an employee in Tribunal proceedings being increased.

Advice should be sought from the Lay Employment Secretary if a grievance is brought to the employer’s attention. Additional advice is available from Development and Personnel at Methodist Church House.

13.4 Variations to Contract

A contract is an agreement between two parties enforceable by law. A contract of employment is a contract of service and comes into being when an employee agrees to work for an employer in return for pay.

Why would employers or employees want to vary a contract?

- An employer may wish to vary the terms of the contract because of changed economic circumstances or due to a reorganisation of the business. Possible areas of change could include pay rates, hours or days worked, duties, supervisory relationships or place of work.
- An employee may seek to vary the contract to bring about improvements in pay or working conditions, for instance by requesting additional holidays, or to change the conditions so that they suit him or her better, eg: by requesting a change from full-time to part-time working because of domestic responsibilities.
SECTION 13: ON-GOING EMPLOYMENT ISSUES

What happens when an employer varies a contract without the agreement of the employee?

- If an employer imposes changes in contractual terms without the agreement of the employee, there will be a breach of contract.

How can contracts be varied?

- An existing contract of employment can be varied only with the agreement of both parties. Changes may be agreed on an individual basis or through a collective agreement (i.e. agreement between employer and employee or their representatives).
- An employer who is proposing to change an employee’s contract of employment should fully consult with that employee or his or her representative(s) and explain and discuss any reasons for change. The consultation period is normally 30 days.
- Variations of contract can be agreed verbally or in writing. It is preferable for any agreed changes to be recorded in writing.
- Where a variation in the contract has been agreed and the changes concern particulars which must be included in the written statement of terms and conditions, the employer should give written notification of the change to the employee, within a month of the change taking effect.
- Employers may have to follow collective redundancy consultation procedures, even when no reduction of the workforce is planned, if they intend to impose new terms and conditions on a group of employees by terminating their existing contracts.
- If an employee finds a variation of contract unsatisfactory but continues to work under the new terms and conditions without making his or her objections known to the employer, he or she could after a time be deemed to have implicitly accepted it and it would then become incorporated into the contract.

Advice should always be sought from the District Lay Employment Secretary if there is a need to vary the terms of a contract.

Further information: [http://www.acas.org.uk/CHandler.ashx?id=316](http://www.acas.org.uk/CHandler.ashx?id=316)

### 13.5 Termination of Contract

In law there are five reasons for terminating a contract:

- Conduct
- Capability
- Redundancy
- Statutory Bar
- Some other substantial reason.

Non-renewal of a fixed term contract is considered to be a dismissal. However, if the contract is fixed term subject to specific funding which ceases to be available after a period of time, then the contract...
**SECTION 13: ON-GOING EMPLOYMENT ISSUES**

can be terminated based on this information provided the correct notice period is given and the employer has followed the dismissal procedure.

Further information can be found on the ACAS website

Employees who have two year’s continuous service have a right to take a complaint of unfair dismissal to an Employment Tribunal irrespective of their age. The Tribunal will consider both the procedure followed and the reasons for the dismissal. A re-instatement order and/or a financial penalty can be imposed if the dismissal is found to be unfair.

In any circumstances which could result in dismissal, advice should be sought from the District Lay Employment Secretary.

### 13.6 Redundancy

Redundancy will occur when a dismissal takes place mainly or wholly for one of the following reasons:

- The employer has ceased (or intends to cease) carrying on the work in which the employee was employed; or ceases (or intends to cease) carrying out the work at the place where the employee was employed.

Or

- The requirements for employees to carry out work, of the particular kind in which the person concerned was employed, have ceased or diminished (or are expected to cease or diminish) either in the work as a whole or in the place where the person was employed.

For many employing bodies within the Methodist Church continuity of employment may depend on the availability of funding through grants awarded by external bodies. If funding is no longer available to support a particular post or piece of work due to the end of a specific grant, and alternative funds cannot be found, a redundancy situation will arise.

Employers should consult with employees at the earliest opportunity.

In certain circumstances the whole workforce will be included in considerations about future employment and not just the group or individual directly affected. For example: A Circuit may employ three youth workers but due to changes in grant funding may only have funds to employ two youth workers in the future. In this case all three youth workers should be included in the discussions and considered for the remaining posts.

Where a number of similar jobs are to be reduced the following criteria can be used for selection for redundancy.

- Proven abilities from current or previous employment
- Qualifications & Skills – formal appropriate qualifications / advanced skills
SECTION 13: ON-GOING EMPLOYMENT ISSUES

- Attendance Records though disability or maternity related absence should not be included
- Disciplinary Records (current offences only)

A procedure should be agreed whereby individuals are invited to apply for the remaining jobs and then interviewed against the requirements outlined in the job description and person specification. Employers should advise employees of the criteria to be used and record the reasons for specific decisions.

An employer must not select individuals for redundancy because of:

- their gender, marital status, race, religious orientation, sexual orientation, ethnic origin or age
- Trade Union membership (or non-membership) or position as a Trade Union or elected employee representative

The employer must give the correct notice period as per the Terms and Conditions of employment. A full consultation process must also be followed and a fair selection made to avoid findings of unfair dismissal. The District Lay Employment Secretary or Development and Personnel at Methodist Church House should be consulted.

Suitable Alternative Employment

In a redundancy situation employers and employees have a duty to explore the possibility of suitable alternative employment into another post within the employing body to avoid redundancy wherever possible. This is normally considered as suitable when the job is essentially the same in status, salary, skills and capability, weekly hours and where the alternative employment does not involve any unreasonable additional inconvenience. In these instances the employee should meet the essential criteria of the post as set out in the person specification or be able to show that they could meet it, in a reasonable period of time, with some training and support.

If more than one affected employee meets the criteria, then more formal interviews should be arranged to consider which employee is most suitable for this alternative employment opportunity.

Suitable Alternative Employment- Trial Periods

Employees who are appointed into a suitable alternative opportunity are entitled to a trial period of four weeks. This may be extended to allow for further training or experience identified as part of the process with the employee’s agreement.

At the end of the trial period, if either the employer or employee finds the alternative employment to be unsuitable, the employee will return to being considered for further suitable alternative employment available at that time. If no further vacancies exist the employee will be redundant. The dismissal procedure should be followed and, providing the employee has the required two years service, they will be entitled to receive a redundancy payment.
SECTION 13: ON-GOING EMPLOYMENT ISSUES

Statutory Redundancy Payment

Employees with two years service at the date of the dismissal or date of the proposed dismissal will be entitled to receive a redundancy payment. The statutory redundancy payment is calculated on the basis of the employee’s age, years of service and weekly pay up to a maximum of £450.00 [as at 01 February 2013], which is set on an annual basis by the government. Information on calculating statutory redundancy payment is provided in Appendix 13.2.

A Ready Reckoner for the calculation of the payments can be found on the www.direct.gov.uk/redundancy and on the Business Link website at www.businesslink.gov.uk under the section on Employing people > Dismissals, redundancies and other exits > Calculate the statutory redundancy pay due to your employee.

<table>
<thead>
<tr>
<th>The entitlement is:-</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Up to age 21</strong></td>
<td>0.5 week’s pay for each completed year of service</td>
</tr>
<tr>
<td><strong>22- 40 years of age</strong></td>
<td>1 week’s pay for each completed year of service</td>
</tr>
<tr>
<td><strong>41+ years of age</strong></td>
<td>1.5 weeks’ pay for each completed year of service</td>
</tr>
</tbody>
</table>

If an employee works irregular hours the weekly pay should be calculated by taking an average over a 12-week reference period. Statutory redundancy payments up to £30,000 are not subject to deductions for tax or National Insurance contributions.

Notice Period and Other Entitlements

Employees whose employment is terminated due to redundancy must be given the greater of their contractual notice period or statutory notice period. Payment in lieu of notice can be given in certain circumstances. Payment in lieu of annual leave entitlement should also be included in the final salary payment. These payments are subject to the normal deductions for tax and National Insurance contributions.

13.7 Giving References

Employers owe a duty of care to the intended recipient of the reference. If an employer should give a negligent or careless reference, failing, for example, to mention the fact that the employee was actually incompetent at his or her duties, the recipient may be able to sue the employer if he or she relies upon that reference and as a result suffers loss.

The employer will also owe duties to the employee who is the subject of the reference. Again, the employer owes a duty to take reasonable care in the preparation of the reference and if, for example, the employee fails to secure a new job because of a carelessly prepared reference, the employee will be able to sue his or her ex-employer.
**SECTION 13: ON-GOING EMPLOYMENT ISSUES**

References must in substance be true, accurate and fair, and must not give a misleading impression. This does not mean that the reference has to be full or comprehensive. Effectively an employer must take care not to be unduly selective about the information it provides if that information is likely to give a misleading picture overall. Opinions should be offered only if the referee is able to provide evidence to support the opinion if challenged. Employment references should relate only to the requirements of the job.

A referee is not required to provide a copy of a reference to the person about whom the reference is written. Under the Data Protection Act, the person does, however, have a right to ask to see the reference once it is in the hands of a third party.

When giving references, managers/referees should include only information that is known to the employee. It is generally advisable to seek to obtain references in writing (by post), rather than rely on verbal statements given over the telephone.

When providing references, managers/referees might include:

- the dates on which the individual's employment with the organisation began and ended;
- the employee's job title;
- a short description of the employee's key job duties and level of responsibility;
- (where relevant) if the individual held responsibility for staff, money, equipment, computer operations, etc;
- any jobs that the employee held within the organisation prior to the job that he or she held at the date of termination (or the current job), and for how long he or she performed these jobs;
- where the individual has left the employment, the reason for the termination, i.e. whether he or she resigned or the organisation instigated the termination, and if the latter, whether this was the result of dismissal, redundancy, retirement or the expiry of a fixed-term contract.

**Action point checklist**

- Ensure that the information given in a reference is accurate or is genuinely and reasonably believed, after adequate investigation, to be so.
- Be consistent about the type of information provided and when references are given.
- Try to limit the number of people within the organisation who can give references.
- Mark the reference private and confidential.
- Try to avoid telephone/oral references.
- Consider whether or not a disclaimer would be appropriate

**13.8 Maternity, Paternity, Parental, Adoption Leave and Pay**

Employees have a statutory right to maternity, paternity, parental and adoption leave and pay. See Appendices 13.5-8 for information and sample letters provided on Maternity.
SECTION 13: ON-GOING EMPLOYMENT ISSUES

Effective from 6 April 2019, statutory maternity/paternity/adoption payment increases to £145.18 per week.

Parents of babies born on or after 3 April 2011 and adoptive parents, who are notified of being matched with a child on or after that date, will be able to make use of the additional paternity leave and pay regulations. These give eligible employees the right to take up to 26 weeks additional paternity leave if the mother or primary adopter returns to work before using up their entire maternity leave entitlement.

See Appendix 13.9 for the New & Expected Mother Risk Assessment form.

Holiday entitlement during Maternity leave

The employee will continue to accrue both statutory and any additional contractual holiday entitlement during both the 26-week ordinary maternity leave period and the 26-week additional maternity leave period.

An employee who has indicated an intention to take maternity leave will be advised before she starts her ordinary maternity leave whether she has any outstanding holiday entitlement. The Employer may:

- require the employee to take any such outstanding holiday before commencing maternity leave; or
- agree in conjunction with the relevant [department manager] that the employee should carry the leave over and take it on return to work after maternity leave; or
- (for holiday entitlement in excess of the statutory minimum) pay the employee for any outstanding holiday leave as if the employee were leaving.

These options will be discussed with the employee prior to the start of maternity leave.

Transfer of Maternity rights to partner

If the employee on maternity leave proposes to return to work by giving proper notification, her spouse, civil partner or partner may be eligible to take additional paternity leave (and additional statutory paternity pay) once she has returned to work.

The earliest that additional paternity leave may commence is 20 weeks after the date on which the child is born and it must end no later than 12 months after the date of birth. The minimum period of additional paternity leave is two consecutive weeks and the maximum period is 26 weeks.

Further details should be obtained from the employee’s spouse's or partner's employer. She will be required to submit a written and signed declaration form to that employer, which may also make additional enquiries of the organisation to verify its employee's entitlement to additional paternity leave and pay.
**SECTION 13: ON-GOING EMPLOYMENT ISSUES**

**Antenatal rights for fathers and partners to take time off work**

From 1 October 2014 fathers and partners will be entitled to time off to accompany a pregnant woman to an antenatal appointment on up to two occasions. Employees will be eligible to take advantage of the new right straight away without accruing a minimum period of service.

**Shared Parental Leave**

Shared parental leave is a type of leave that is available to parents with babies due on or after 5 April 2015. Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

*See Appendix 13.14 for Shared Parental leave Policy*

Forms and notices required from parents are:

1. A ‘notice of entitlement and intention’ form giving an initial, non-binding, indication of each period of shared parental leave that he/she is requesting *(see Appendix 13.15)*

2. A ‘period of leave notice’ form the employee setting out the start and end dates of each period of shared parental leave that she/he is requesting *(see Appendix 13.16)*

3. A ‘Maternity leave curtailment notice’ from the mother setting out when she proposes to end her maternity leave *(see Appendix 13.17)*

**13.9 Requests for Flexible Working**

The right to request a flexible working pattern has been extended to all employees, not just those with parental responsibility for a child, or caring responsibilities for an adult.

*ACAS has published a new Code of Practice: Handling in a reasonable manner requests to work flexibly and the right to request flexible working: an ACAS Guide.*

The ACAS Code of Practice will be taken into consideration by Tribunals when appropriate. The Code provides detailed steps for managing flexible working requests "in a reasonable manner" and good practice tips for employers when implementing flexible working policies and considering requests, and sets out "business reasons" for refusing requests.
SECTION 13: ON-GOING EMPLOYMENT ISSUES

The guidelines can be downloaded from: www.acas.org.uk/flexibleworking

The employee must:

- have worked for you (the employer) for 26 weeks continuously before applying
- not have made another application to work flexibly under the right during the past 12 months

Advice on these matters should be referred to the District Lay Employment Secretary.

13.10 Lone Working

It is recognised that a number of lay employees may work alone and so the Lay Workers’ Advisory Committee [now referred to as the Lay Employees Stakeholders Group] has produced some guidance to assist employers and lay employees in how best to assess the risks; manage lone working arrangements and fulfil their responsibilities to work safely.

These guidelines should be discussed locally so that appropriate arrangements are put in place and then reviewed on a regular basis.

See Appendix 13.3 and Appendix 13.4 – Guidance: Risk Assessment for Lone Workers and Risk Assessment Form

Last Date Modified: November 2019
Redundancy Policy (template)

The Methodist Church

Redundancy policy

Introduction

This policy sets out the Employer’s approach to dealing with potential redundancies. It does not form part of employees’ terms and conditions of employment and may be subject to change at the discretion of management.

Although the Employer’s policy is to avoid redundancies wherever possible, the needs of the business may from time to time require a reduction in the overall number of staff employed or organisational changes that result in some employees being made redundant. Where this is necessary, the Employer will ensure that:

- the total number of redundancies made is kept to a minimum;
- employees and, where appropriate, their representatives are fully consulted on any proposals and their implementation;
- selection for redundancy is based on clear criteria that will, as far as possible, be objectively and fairly applied;
- every effort is made to redeploy or find alternative work for employees selected for redundancy; and
- Support and advice is provided to employees selected for redundancy to help them find suitable work when their employment has come to an end.

Consultation

Option 1 - where there are no employee representatives

Consultations will be carried out with individual employees as appropriate. Where it is proposed that 20 or more redundancies are required [at the same location] over a 90-day period, arrangements will be made for the election of employee representatives who will be consulted over the proposals and the general process to be followed. Individual employees will still be consulted in respect of their own particular circumstances.

Option 2 - where employees are covered by trade union recognition

Appropriate consultations will be carried out with the [name of union] in respect of any redundancy proposals. Individual employees will also be consulted in respect of their own particular circumstances.

Option 3 - where there are existing employee representatives

Consultations will be carried out with individual employees as appropriate. Where it is proposed that 20 or more redundancies are required [at the same location] over a 90-day period, consultations will take place with the [name of employee forum] over the proposals and the general process to be followed. Individual employees will still be consulted in respect of their own particular circumstances.
**APPENDIX 13.1: REDUNDANCY POLICY (TEMPLATE)**

**Voluntary redundancy**  
In order to minimise the need for compulsory redundancies, the Employer may consider requests from employees for voluntary redundancies. Whether or not additional payments will be offered in relation to voluntary redundancies will be a matter for consultation and will depend on the circumstances.

The Employer reserves the right at its absolute discretion to decline requests for voluntary redundancy.

**Redundancy selection**  
The criteria used in selecting employees for redundancy will depend on the existing circumstances and the particular needs of the Employer at the time. However, every effort will be made to construct a fair and robust set of criteria following appropriate consultations.

Individual employees who are provisionally selected for redundancy following the application of the criteria will be informed of the fact and invited to a meeting, at which they will be given an opportunity to make representations that the application of the criteria results in unfairness to them or if they feel that there has been a mistake in the application of the criteria.

**Alternative work**  
The Employer will make every effort to redeploy to suitable alternative work any employee who is selected for redundancy. Such employees will be informed of all the available vacancies in the organisation at the time of their selection and will be given an opportunity to discuss with [their line manager] which vacancies are likely to be suitable for them. While priority will be given wherever possible to employees under threat of redundancy, the Employer reserves the right to select the best available candidate in relation to any given vacancy.

Employees have a separate legal entitlement to be offered any suitable alternative work that is available if they are made redundant while on maternity leave.

**Time off work**  
An employee under notice of redundancy will be entitled to a reasonable amount of paid time off to look for alternative work, attend interviews, etc. Employees wishing to take advantage of this right should make the appropriate arrangements with their line manager.

**Termination of employment**  
Depending on the circumstances, the Employer may waive its right to insist on employees working their notice and instead give a payment in lieu of notice. Employees with two or more years’ service may be entitled to a statutory redundancy payment. The amount of this payment will be confirmed when the employee is selected for redundancy and the sum will be paid along with the employee’s final salary payment or payment in lieu of notice.

*Last Date Modified: November 2019*
Statutory Redundancy Payment

STATUTORY REDUNDANCY PAYMENTS

The terms stated below represent the Statutory Redundancy Payment (SRP) Requirements as at October 2010:

- All employees must have served for a minimum of 2 years before they qualify for redundancy pay
- Redundancy pay is only payable for a maximum of 20 years service
- For the years worked up to the age of 21 years an employee is entitled to half a week’s pay for each full year of service.
- For the years worked between the ages of 22 and 40 inclusive an employee is entitled to one week’s pay for each full year of service.
- For the years worked from the age of 41 an employee is entitled to one and a half weeks’ pay for each full year of service.
- The calculation is only based on a completed year’s service.
- There is a limit on the maximum reckonable weekly pay, which is presently set at £450 per week where termination of employment is after 1 February 2013
- An example on calculating the statutory redundancy pay:

By way of an example, a member of staff, age 45, having served for 12 years and 7 months, on an annual salary of £24,000 at the time of the redundancy, would receive a payment of £6,235.00 calculated as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The maximum reckonable weekly salary</td>
<td>£450.00</td>
</tr>
<tr>
<td>7 full years work under the age of 41</td>
<td>[7 years @ 1 weeks’ pay, which equates to 7 weeks’ pay (or =£3,150.00)]</td>
</tr>
<tr>
<td>5 full years work over the age of 41</td>
<td>[5 years @ 1.5 weeks’ pay, which equates to 7.5 weeks’ pay ( or = £3,375.00)]</td>
</tr>
<tr>
<td>Multiply your week’s salary of £450.00</td>
<td></td>
</tr>
</tbody>
</table>

Multiply your week’s salary of £450.00 by 14.5 weeks’ pay, which will give a total redundancy payment of £6,525.00

Last Date Modified: November 2019
Guidance Risk Assessment for Lone Workers

A risk assessment should be undertaken of:
- the working practices for a lone worker
- the working environment provided by the employer for an employee

The risk assessment would be part of the Health and Safety at Work Policy of an Employing Body. [See Appendix 8.7]

Working practices for a lone worker

Lone workers include those who:

- work away from an office base (e.g. visiting)
- work outside normal working hours (e.g. cleaners)
- are the only person on the premises (e.g. administrator; caretaker)
- work in the same building as colleagues but in a space on their own (e.g. receptionists)

At times, many church employees will be in situations where they are a 'lone worker'. The recommendations below try to be realistic about what can and cannot be put in place. Whilst it must be recognised that the Church, as an employer, does not have the structure associated with a large business, it aims to be a good employer who is concerned about the safety of its employees.

Many lay employees work on a part-time basis, from their own home and so it is equally important to have a system in place to account for their safety too.

Responsibilities of the employer

- To assess the 'reasonably foreseeable risks' (e.g. Is there glass in the office door so that all callers can be seen before the door is opened? Does the Church Youth Club finish at the same time as the local pub? Does the cleaner work late at night and needs to use an un-lit passageway to get home?)
- To ensure that a system is in place for calling for help if there is a problem on the premises.
- To keep on file the employee and their next-of-kin contact phone numbers [and registration details if this is used for work purposes].
- To keep records of any health issues that may affect the employee whilst working alone.
- To ensure that a system is in place so that the employer knows that an employee is safe when working on their own either on or off the premises. (E.g.: via phone calls and location visits)
- To provide all employees making home visits a mobile phone or reimbursement of costs incurred for work-related calls made. [Consider whether other employees would benefit from the provision of a mobile phone].
Appendix 13.3: Guidance Risk Assessment for Lone Workers

- To ensure that the employee receives a Health and Safety Induction and that the Certificate of Employers Liability is displayed in the office
- Check that insurance cover adequately covers the work to be undertaken ~ Ensure an accident book is kept up to date

In relation to a lone worker risk assessment, consideration should also be given to
- the remoteness of the work place
- potential communication problem
- potential for verbal and physical abuse
- Vulnerability of lone workers to feeling of isolation, stress and depression
- Whether or not all the plant, equipment, materials etc can be handled safely by one person
- Whether or not the person is medically fit and able to work alone
- How the lone worker will be supervised
- How the lone worker will obtain help in an emergency such as assault, vehicle breakdown, accident or fire
- Whether or not there is adequate first aid cover

Responsibilities of the employee
- To take reasonable care for your own safety
- To report any incidents of violence or aggressive behaviour
- To arrange to meet unknown individuals in a public place and preferably with another person present
- If making a home visit, to make sure that someone knows where you are going and that you have a mobile phone with you turned on.
- If practical, on leaving your work base tell someone where you are going and when you hope to be back
- If practical, to leave a note stating who and where you are visiting and how you will get there
- To consider a 'buddy system' when you let a colleague or friend know that you have arrived at a visit/premises and when leaving a visit/ premises
- To consider carrying a Personal Shriek Alarm
- To always be 'streetwise' and vigilant, taking note of what is going on around you

Helpful resources:
Health and Safety in churches and other places of worship downloadable from Methodist Insurance's website: Please refer to www.methodistinsurance.co.uk

Last Date Modified: November 2019
# Risk Assessment Form

**District/Circuit/Church:** [Blank]

**Employee:** [Blank]

**Date of Assessment:** [Blank]

Below is an example for a cleaner:

<table>
<thead>
<tr>
<th>What are the risks / hazards?</th>
<th>Who might be harmed and how?</th>
<th>What are you already doing?</th>
<th>Do you need to do anything else to manage this risk?</th>
<th>Action by whom?</th>
<th>Action by when?</th>
<th>Done</th>
</tr>
</thead>
</table>
| Slips, trips & falls          | Cleaner and visitors risk injuries such as fractures and bruising if they trip over objects, slip on spillages or wet floors and fall. | We carry out general good housekeeping. All areas are well lit including stairs. There are no trailing leads or cables. Cleaner keeps work areas clear, eg no boxes left in walk ways. Cleaner uses electrical socket nearest to where s/he is working to reduce risk of tripping over leads. Cleaner is instructed to keep off wet floors | • Introduce a two-mop system for cleaning hard floors (ie wet mop followed by dry mopping).  
• Cleaner instructed to wear sensible shoes, ie flat shoes with a good grip | Cleaner, and supervisor to monitor | 31/08/2012 | 31/08/12 |

Employers with five or more employees must have a written health and safety policy and risk assessment.

It is important you discuss your assessment and proposed actions with the employee.

You should review your risk assessment if you think it might no longer be valid, eg following an accident in the workplace, or if there are any significant changes to the risks or hazards in your workplace, such as new equipment or work activities.
MATERNITY LEAVE POLICY

This policy aims to provide information relating to the processes involved in maternity leave and pay.

1. Notification From Employee

1.1 A pregnant employee must notify her line manager of the following, by the fifteenth week before the expected week of childbirth (EWC) or as soon as is reasonably practical:

   a) That she is pregnant
   b) The expected week of childbirth
   c) The date she expects to commence maternity leave

A Maternity Leave form (see Appendix 13.6) should be completed and signed by the employee and sent to her line manager together with an MATB1 certificate, which the employee obtains from her doctor or midwife. Failure to give the required notice and produce a MATB1 certificate may affect the employee’s rights to leave and/or pay entitlements.

The MATB1 certificate needs to be received by the line manager as soon as possible and no later than 12 weeks prior to the date of commencement of maternity leave. NB that maternity payments are dependent on the MATB1 certificate being produced.

The employee may change the commencement date of maternity leave provided she gives a minimum of 28 days’ notice.

1.2 Maternity leave will commence when one of the following events occurs:

   (a) On the date the employee notifies her line manager as being the first day she intends to start maternity leave; or
   (b) The baby’s date of birth if born before the expected week of childbirth; or
   (c) The date the employee is first absent from work due to illness, wholly or partly because of pregnancy, provided it is after the start of the fourth week before the expected week of childbirth.

After the employee notifies her line manager of her pregnancy, a health and safety assessment must be carried out to ensure that the employee and her unborn child are not exposed to undue risks in the workplace. Any concerns she herself has about workplace risks should be referred to her line manager. See paragraph 5 below for further information.

2. Notification From Employer

2.1 Once the employee has returned the Maternity Leave form, the line manager should write to the employee to confirm her maternity leave and pay entitlements. (See Appendix 13.7 – Maternity Letter Template.)
3. **Time off for Antenatal Care**

3.1 Irrespective of the employee’s length of service, or hours of work, she is entitled to reasonable paid time off during working hours to attend antenatal care appointments. The line manager may, at any time, request to see the appointment card.

3.2 See Appendix 13.8 for the form to Request Time Off for Antenatal Appointments

4. **Sickness During Pregnancy**

4.1 If the employee is unable to attend work as a result of ill health wholly or partly because of pregnancy she will be entitled to sick pay in line with sick pay regulations provided this does not occur after the start of the fourth week before the expected week of childbirth.

5. **Health and Safety**

5.1 The Church has a duty to take care of the health and safety of all employees. The employer is also required to carry out a **New and Expectant Mother Risk Assessment** (See Appendix 13.9) to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding where the work is of a kind that could involve a risk of harm or danger to her health and safety or the health and safety of her baby. This will also take into account the risk arising from either processes, working conditions or physical, chemical or biological agents in the workplace. The line manager will provide the employee with information as to any risks identified in the risk assessment.

5.2 If the risk assessment reveals that the employee would be exposed to health hazards in carrying out her normal job duties, the employer will take such steps as are reasonably necessary to avoid those risks, such as altering her working conditions. In some cases this may mean offering the employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

5.3 If it is not possible for the Church/Circuit/District to alter the employee’s working conditions to remove the risks to her health, and there is no suitable alternative work available to offer on a temporary basis, her line manager in consultation with the employee and District Lay Employment Secretary (DLES), may suspend her from work on maternity grounds until such time as there are no longer any risks to her own or her baby’s health. This may be for the remainder of the pregnancy until the commencement of maternity leave.

5.4 If the employee is suspended in these circumstances her employment will continue during the period of the suspension, and it does not in any way affect statutory or contractual employment and maternity rights. The employee will be entitled to her normal salary and contractual benefits during the period of suspension, unless she unreasonably refused an offer of suitable alternative employment.
5 **Maternity Leave**

5.1 All pregnant employees are entitled to take up to 52 weeks maternity leave irrespective of their length of service. This is divided into 2 periods – Ordinary Maternity Leave for the first 26 weeks, followed by Additional Maternity Leave for a further 26 Weeks.

6 **Ordinary Maternity Leave (OML)**

6.1 Maternity Leave can begin 11 weeks before the expected week of childbirth. The employee may work later than this if she is fit to do so and there is no unreasonable health and safety risk involved.

6.2 At the end of the 26 weeks’ OML, the employee will have the right to return to work in the same post under the same terms and conditions, with no break in continuous service. If there is any organisational change that affects her post she must be included as part of the consultation process.

6.3 By law a woman is not allowed to return to work within two weeks of giving birth. The two-week period is counted from the actual date of birth.

6.4 If the employee wishes to return early from OML she must give a minimum of 8 weeks’ written notice. Failure to give the required notice may delay her return to work but not beyond the end of the maternity leave period. Alternatively, at the end of OML she may take Additional Maternity Leave (AML).

7 **Additional Maternity Leave (AML)**

7.1 At the end of the 26 weeks’ AML, the employee will have the right to return to work in the same, or similar, post under the same terms and conditions, with no break in continuous service. If there is any organisational change that affects the employee’s post she must be included as part of the consultation process.

7.2 If the employee wishes to return early from AML she must give a minimum of 8 weeks’ written notice. Failure to give the required notice may delay her return to work but not beyond the end of the maternity leave period.

7.3 There is no right on either side to extend maternity leave beyond the AML entitlement.

8 **Maternity Pay**

8.1 If the employee have completed 26 weeks service at the end of the fifteenth week before the expected week of childbirth (EWC) she is entitled to receive a maximum of 39 weeks Maternity Pay* as follows:

- 90% of her average weekly earnings (before tax) for the first 6 weeks
- £148.68 or 90% of her average weekly earnings (whichever is lower) for the next 33 weeks
SMP is paid in the same way as the employee’s salary/wages (e.g. monthly or weekly). Tax and National Insurance will be deducted.

* For information on how the average earnings are calculated please contact the Payroll and Benefits section of the Finance Office or visit HM Revenue & Customs website http://www.hmrc.gov.uk/paye/employees/statutory-pay/smp-calculator.htm

8.2 If the employee leaves her job voluntarily for a reason not connected with her pregnancy between the qualifying week (the beginning of the fifteenth week before the expected week of childbirth) and the start of maternity leave she will not be eligible for Maternity Pay.

8.4 If the employee is not entitled to Maternity Pay she may be eligible for Maternity Allowance. If so, the MATB1 certificate should be returned to the employee together with an SMP1 form. The employee must then go to her local Benefits Agency Office to claim Maternity Allowance.

- Maternity Pay is only payable to employees who earn above the Lower Earnings Limit (LEL) for National Insurance contributions. The LEL figure is set and reviewed annually by the Inland Revenue. See Section 10 Pay Issues, page 5 for details of LEL figures.

9 Contractual Conditions

9.1 The employee will normally have the right to return to the same job under her original contract of employment and on terms and conditions no less favourable than would have been applicable if she had not been absent.

If it is not possible for the employee to return to her original job (e.g. because of redundancy or reorganisation), then she will be treated as any other employee in a similar situation. She will be offered an alternative job, if one exists, providing it is suitable and appropriate to her circumstances and with terms and conditions no less favourable than if she had been able to return to her original job (protection arrangements may apply).

9.2 If it is not possible for the employee to return to work at the end of her maternity period due to any work related issues, she may return as soon as it is practical to do so. This should be discussed and agreed with the line manager and the DLES and put in writing.

9.3 The period of maternity leave absence is regarded as continuous service for all legal and contractual purposes except pensions. (See paragraph 10 below on ‘Pensions’)

9.4 The employee will be entitled to benefit from any terms and conditions of employment, other than pay, which would apply if she had not been absent for maternity reasons. If an incremental date, for which she is eligible, or pay award occurs during the maternity absence period these will be applied on her return.

9.5 The employee will continue to accrue annual leave during maternity leave. If she goes on maternity leave without taking most of her annual leave due, or start her maternity absence early in the leave year, the annual leave may be taken in one of the following ways:
a) at the beginning of the maternity leave period, or

b) at the end of the maternity pay period, so extending the weeks for which she receives pay, or

c) in the last weeks before she is due to return to work - in effect returning to Payroll before she actually returns to work. If she intends to do this she must agree the arrangements with her line manager at least two months before the end of her maternity absence.

These options have the effect of reducing the number of weeks of unpaid maternity absence.

10 Pension

10.1 The employee should consult her Pension provider direct for information relating to the period of her maternity leave.

11 Premature Birth

Hopefully the employee’s pregnancy develops without incident, however occasionally a pregnancy does not go to full term. In these circumstances the following arrangements will apply:

11.1 If the employee’s baby is born prematurely, but after the maternity pay period has started, maternity payments will not be affected and she will continue to be paid in the normal way, as set out above.

11.2 If the baby is born before the commencement of the maternity pay period, then maternity pay will start from the week of birth. If she is taking advantage of option a) of paragraph 9.5 above and the baby is born before the expected week of childbirth, she should notify the line manager as soon as possible so the line manager can assess the impact on her annual leave entitlement.

12 Death of Baby

12.1 If there is a stillbirth or the baby dies after 24 weeks of pregnancy, the employee will still be entitled to maternity leave and pay as stated above. If this happens before 24 weeks, she will be not be entitled to maternity leave and pay as stated above. However, the DLES should be informed as soon as reasonably possible and suitable arrangements regarding time off and return to work will be discussed and agreed and put in writing.

13 Extended Leave

13.1 There is no right to extend the period of maternity leave beyond the period of additional leave. If however the employee is unable to return to work as a result of ill-health she may be entitled to sick pay. The provisions of the Church’s / Circuit’s / District’s Sickness Absence Policy apply to any period of sick leave after maternity leave has been completed.
13.2 If the baby is born with a disability it may be necessary to extend the period of leave. The employee may take Parental Leave in addition to maternity leave. This should be discussed with her line manager and the DLES to agree suitable arrangements. (See Appendix 13.12 Parental Leave)

13.3 If the employee is unable to return to work at the end of the maternity leave period as a result of personal problems, a further period of unpaid leave may be granted. In these circumstances the employee should contact her line manager and/or the DLES as soon as possible to discuss her needs.

14 Communication With Employees

14.1 It is good practice that employees on maternity leave, who intend to return to work, are kept informed about significant changes at work. Before maternity leave commences the line manager should discuss with the employee what contact would be appropriate and what job circulars, newsletters, information on training and workplace development opportunities should be provided. The employee may prefer not to receive information from the employer, and should indicate if this is the case.

15 Keeping in Touch Days

Employees are encouraged to make use of Keeping in Touch (KIT) days as a positive way to keep in contact with developments in their workplace. As work undertaken during maternity leave may only take place with the agreement of both parties, the employee will not be at any disadvantage regarding the options chosen. If the employee is unable or declines the opportunity to work any of the Keeping in Touch Day she is entitled to do so without suffering any detriment.

The employee will be allowed to work during maternity leave on ‘Keeping in Touch’ days without bringing maternity leave to an end or losing entitlement to Maternity Pay.

The employee can work for up to 10 (KIT) days and there are no restrictions on when these days are taken, as long as the two weeks compulsory maternity leave period immediately following birth is avoided.

‘Keeping in Touch’ days must be by agreement between the employee and her line manager, in consultation with the DLES. The days may be used for any activity which would ordinarily be classed as work under the contract, and could be particularly useful, for example, in enabling attendance at a conference, training activity, away day, meetings etc.

There is no obligation on the employee to undertake work, or for the line manager to provide work during Maternity Leave.

The employee will be entitled to be paid for these Keeping in Touch (KIT) Days, which will be equivalent to a full day’s pay less any amount already received as Maternity Pay.

See Appendix 13.10 KIT Days Monitoring and Pay Form
16 Probationary Period

16.1 If the employee commences maternity leave before satisfactorily completing her probationary period, the probation will continue on return from Maternity Leave in order to complete the full probationary period.

17 Employee Loans

17.1 If the employee is in receipt of an employee loan (for example season ticket), deductions will continue to be made during paid maternity leave. The employee should liaise with the line manager to ensure the outstanding loan amount is repaid within the agreed time frame. She should agree this before she starts maternity leave.

18 Resignation during Maternity Leave

18.1 If the employee does not wish to return to work at the end of her maternity leave, she is required to give notice in accordance with the terms of her contract of employment. If the notice period expires after her maternity leave ends, she will be required to return to work for the remainder of the notice period.

If she resigns, the employee does not have to repay any of her Maternity Pay, and will be entitled to be paid for any outstanding holiday pay that has accrued during maternity leave up to the end of her notice period.

19 Failure to Return to Work

19.1 If the employee fails to return to work at the end of her maternity leave period and does not provide a written explanation, or has not submitted her resignation, she will be deemed to have terminated her contract of employment. The line manager will write to the employee no later than one week from the date she was expected to return to work, requesting confirmation that she is not returning and making it clear that failure to reply will be taken as termination of her contract. The line manager should ensure that the DLES is informed when an employee fails to return from maternity leave.

20 Shared Parental Leave

20.1 If the employee proposes to return to work by giving proper notification, her spouse, civil partner or partner may be eligible to take shared parental leave and pay once she has returned to work.

20.2 The earliest that shared parental leave may commence is 2 weeks after the date on which the child is born and it must end no later than 12 months after the date of birth.
20.3 Further details should be obtained from her spouse's or partner's employer. She will be required to submit a written and signed declaration form from her partner, stating the date she wishes to commence shared parental leave and she must provide 8 weeks’ notice. (See Appendix 13.14 Shared Parental Leave Policy).

21 Maternity Flowchart

21.1 For a checklist to compliment this policy see Appendix 13.11 – Maternity Flowchart
# MATERNITY LEAVE FORM

Please complete and return to your line manager with MATB1 certificate by the beginning of the 15\(^{th}\) week before the expected week of childbirth or as soon as it is reasonably practical to do so.

<table>
<thead>
<tr>
<th>Surname:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Forenames:</td>
<td></td>
</tr>
<tr>
<td>Home Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone no.:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>Start Date:</td>
<td></td>
</tr>
<tr>
<td>Hours worked:</td>
<td></td>
</tr>
<tr>
<td>Job Title:</td>
<td></td>
</tr>
<tr>
<td>Expected date of childbirth:</td>
<td>(as stated on MATB1)</td>
</tr>
<tr>
<td>Date you intend to commence maternity leave:</td>
<td></td>
</tr>
</tbody>
</table>

All employees are entitled to a period of up to 52 weeks maternity leave (39 weeks with maternity pay, subject to certain criteria, see below.)

**NOTE:**
If you have less than 26 weeks service by the end of the 15\(^{th}\) week before the expected week of childbirth and/or earn less than the Lower Earning Limit, you will not be eligible for maternity pay. You may be able to claim maternity allowance from your local Benefits Agency Office. Contact your line manager for more details.

**Please tick one of the following statements regarding your maternity leave.**

I wish to apply for 26 weeks maternity leave with maternity pay. I understand that I need to give 8 weeks’ written notice to my line manager, if I wish to return early from maternity leave.  

I wish to apply for up to 52 weeks maternity leave (39 weeks with maternity pay). I understand that I need to give 8 weeks’ written notice to my line manager, if I wish to return early from maternity leave.

**Employee’s Signature:** [Signature]  
**Date:** [Date]
<table>
<thead>
<tr>
<th>FOR OFFICIAL USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Received by Line Manager: -</td>
</tr>
<tr>
<td>Employee Qualifies for SMP: Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Latest Return Date:</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

Actioned by:

Job title:

Date:
PRIVATE AND CONFIDENTIAL
Name
Address
Date

Dear

Maternity Leave and Pay

Congratulations on your news, and thank you for telling us about your pregnancy and the date that your baby is due. I am writing to confirm your maternity leave and pay entitlements.

You are eligible for 52 weeks’ maternity leave (26 weeks’ ordinary maternity leave plus 26 weeks’ additional maternity leave).

You have stated that you wish to take 26/52 weeks’ maternity leave and will start your maternity leave on Date. Therefore your maternity leave will end on Date.

If you wish to change either the date your leave starts or your date of return from maternity leave, you must give us a minimum of eight weeks advance written notice or as soon as it is reasonably practical to do so of the date you wish to return.

In addition to maternity leave, you are eligible for 26/39 weeks’ Statutory Maternity Pay (SMP). Your maternity pay will be £ per week from Date to Date and £ statutory figure per week from Date to Date. The above figures represent your gross earnings only.

If you decide not to return to work you must give us the required notice as stated in the Statement of Terms and Conditions issued when you commenced your employment. Your decision not to return will not affect your entitlement to SMP.

As part of our continued commitment to you, your line manager will arrange a health and safety risk assessments throughout your pregnancy. This is to ensure that you and your unborn baby are not exposed to any undue risks in the workplace.

If you are a member of a Pension Scheme, please contact your pension provider regarding your pension contributions and entitlement whilst you are on maternity leave.

In the meantime, if you have any questions about the contents of this letter, please do not hesitate to me.

With every good wish

Yours sincerely,

Line Manager’s Name
Job Title
# Request by father/spouse/partner for unpaid time off for Antenatal Appointment

<table>
<thead>
<tr>
<th>Employee’s Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date/s requested off</td>
<td></td>
</tr>
<tr>
<td>Number of hours</td>
<td></td>
</tr>
<tr>
<td>Declaration</td>
<td>I am:</td>
</tr>
<tr>
<td></td>
<td>The expectant mother’s spouse, civil partner or partner, or</td>
</tr>
<tr>
<td></td>
<td>The child’s father;</td>
</tr>
<tr>
<td></td>
<td>The purpose of the time off is to accompany the expectant mother to an antenatal appointment;</td>
</tr>
<tr>
<td></td>
<td>The appointment in question is made on the advice of a registered medical practitioner, registered midwife or registered nurse.</td>
</tr>
<tr>
<td>Date:</td>
<td>Signed:</td>
</tr>
</tbody>
</table>

## Authorisation:

<table>
<thead>
<tr>
<th>Line Manager’s Signature</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

## For Office Use

- Payroll information
- Filed in personnel folder
NEW AND EXPECTANT MOTHER RISK ASSESSMENT

This form is provided for managers to carry out a risk assessment in order to identify any additional risks likely to be experienced by a pregnant member of staff, so that appropriate risk control measures can be put in place for the health and safety of the employee and her unborn child. The initial risk assessment should be carried out as soon as the employee notifies the manager she is pregnant. It will then need to be carried out again at the second and third trimester and on her return to work. Further guidance is available from the Development and Personnel Office or HSE leaflet ‘A guide for new and expectant mothers who work’.

**NAME:**

**ESTIMATED DUE DATE:**

**JOB TITLE:**

**LOCATION:**

**ASSESSOR:**

**DATE OF ASSESSMENT:**

Is the woman: Expectant mother/New Mother (within last 6 months)/Breastfeeding?

<table>
<thead>
<tr>
<th>Physical hazards</th>
<th>Risk (H/M/L or n/a)</th>
<th>Identified Risk</th>
<th>Guidance on Suggested Control Measures</th>
<th>Assessor Comments/Adjustments Made</th>
</tr>
</thead>
</table>
| Manual handling  |                     | Pregnant workers may be especially at risk from manual handling injury | • Restrictions on manual handling as the pregnancy progresses may be required  
• Colleagues may provide support for this activity as the pregnancy develops |                                      |
| Ergonomics/posture |                    | Pregnant workers are more at risk of fatigue caused by work demands such as standing or sitting for long periods  
Postural problems can occur due to increasing size | • Breaks from a seated position can help promote good circulation and posture  
• More frequent breaks from workstation may help reduce fatigue  
• The person’s comfort should be reviewed regularly and |                                      |
<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Recommendations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dexterity co-ordination and balance</td>
<td>may be impaired, increasing the risk of accidents e.g. From slips, trips and falls.</td>
<td>adjustments made as required&lt;br&gt;• Driving duties should be risk assessed&lt;br&gt;• Ensure workstation assessment is completed</td>
</tr>
<tr>
<td>Vibration</td>
<td>Regular exposure may affect pregnancy</td>
<td>• Avoid excessive exposure, for example to machinery which vibrates</td>
</tr>
<tr>
<td>Extremes of heat and cold</td>
<td>Heat and cold tolerance may reduce with pregnancy</td>
<td>• Rest facilities and access to refreshments should be available&lt;br&gt;• Avoid prolonged exposure to excessive heat if possible&lt;br&gt;• Avoid dehydration</td>
</tr>
<tr>
<td>Night working</td>
<td>There are no specific known risks to pregnant or breastfeeding workers from working at night although levels of fatigue need to be considered</td>
<td>• Advise worker of need to monitor fatigue levels&lt;br&gt;• If medical advice indicates that a pregnant worker should not do night work look for a suitable day time alternative</td>
</tr>
<tr>
<td>Lone working</td>
<td>Pregnant women may be more likely to need urgent medical attention</td>
<td>• Work location and medical condition should be reviewed and control measures implemented</td>
</tr>
<tr>
<td>Psychological wellbeing</td>
<td>Excessive physical or mental pressure may lead to stress which may affect the pregnancy by resulting in raised blood pressure, and may interfere with breast feeding</td>
<td>• Discuss working hours with employee&lt;br&gt;• Consider allowing greater control over the worker’s working day&lt;br&gt;• Look at work load and work demands&lt;br&gt;• Avoid excessive working hours&lt;br&gt;• Encourage good time management</td>
</tr>
</tbody>
</table>
### Noise
- Prolonged exposure to loud noise can lead to increased blood pressure and stress
- Noise is likely to be too loud if you are unable to hold a conversation 1m apart without shouting

### Chemicals
- Certain chemicals are potentially harmful to a pregnancy or may affect breastfeeding
- Review COSHH assessments
- Avoid exposure to chemicals with the following risk phrases:
  - **R40**: risk of irreversible effects
  - **R45**: may cause cancer
  - **R46**: may cause inherited genetic harm
  - **R47**: may cause birth defects
  - **R61**: may cause harm to the unborn child
  - **R63**: possible risk of harm to the unborn child
  - **R64**: may cause harm to breastfed babies

### Biological agents
- Exposure to certain bacteria and viruses e.g. Rubella can present an increased risk to pregnant workers and their unborn child
- Ensure good hygiene and infection control
- Contact GP if there are any concerns
- Where exposure is likely as a result of work, introduce restrictions to prevent the exposure
- Check if woman is a first aider and be aware of good practice for first aiders.
## Other Related Factors which should be considered

(nb. These are not physical hazards but relate to the actual state of being pregnant or breastfeeding)

<table>
<thead>
<tr>
<th>Related Factor</th>
<th>Risk (H/M/L or n/a)</th>
<th>Identified Risk</th>
<th>Control Measure Guidance</th>
<th>Assessor Comments/ Adjustments Made</th>
</tr>
</thead>
</table>
| Nausea/ Sickness        |                     | Early shift work                                     | • Consider changes to working hours  
• Remove from work involving smells until nausea ceases                                 |                                     |
|                         |                     | Exposure to nauseating smells                        |                                                                                         |                                     |
| Backache                | Standing/sitting/manual handling | See ‘Manual Handling’ above                         |                                                                                         |                                     |
| Increasing size         | Access/Egress quickly  | Evacuation in an emergency                           | • Make arrangements to ensure emergency evacuation is not compromised  
• Consider any impact on display screen equipment work and review as required             |                                     |
|                         | Evacuation in an emergency | Manual handling                                     |                                                                                         |                                     |
|                         | Protective clothing   |                                                     |                                                                                         |                                     |
| Frequent toilet visits  | Difficulty in leaving work site/duties due to work demands |                                                         | • Ensure adequate welfare provision                                                   |                                     |
| Breastfeeding           | Difficulties associated with expressing breast milk due to lack of privacy | • Consider provision of private room               |                                                                                         |                                     |

### Does the employee have any particular concerns relating to the workplace and/or pregnancy or breastfeeding in the workplace? If so, record these concerns here and state how you intend to address them.
<table>
<thead>
<tr>
<th>Summary of significant risks (identified as High or Medium):</th>
<th>Control measures to be implemented</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signed**

Employee ____________________________________________  Assessor ____________________________________________

Date ____________________________________________  Date ____________________________________________

**This assessment should be reviewed at the following points:**

- Initial Assessment: Upon receiving written notice of pregnancy
- 1<sup>st</sup> Review: Second trimester (3-6 months) or earlier if required
- 2<sup>nd</sup> Review: Third trimester (6-9 months) or earlier if required
- 3<sup>rd</sup> Review: Prior to return to work
- 4<sup>th</sup> Review: Following return to work

Date of next review ________________________________

**A COPY OF THE COMPLETED RISK ASSESSMENT SHOULD BE GIVEN TO THE NEW/EXPECTANT MOTHER & THE ORIGINAL STORED ON HER PERSONAL FILE**
**KEEPING IN TOUCH DAYS - MONITORING AND PAY FORM**

*Please refer to the Maternity Leave Policy before completing this form*

**Details of Person Returning**

<table>
<thead>
<tr>
<th>TITLE &amp; Surname:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Forenames:</td>
<td></td>
</tr>
<tr>
<td>Church/Circuit/District:</td>
<td></td>
</tr>
<tr>
<td>Maternity Leave Period:</td>
<td>FROM To</td>
</tr>
</tbody>
</table>

**Keeping in Touch Days completed**

<table>
<thead>
<tr>
<th>Date</th>
<th>Authorised By</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total number of days completed**

This form must be returned to the payroll provider for processing in line with deadline for that month’s pay.

Employee’s Signature: ___________________________ Date: ____________

Line Manager’s Signature: ___________________________ Date: ____________

---

**FOR OFFICIAL USE ONLY**

Date Received by Line Manager: ____________
Appendix 13.11 Maternity Flowchart

Maternity Flowchart

Employee notifies line manager that she is pregnant
This should be done as soon as possible or but no later than the 15th week before the expected week of childbirth

Send out Maternity Information
Contents includes Maternity Leave Policy and Maternity Leave Application Form

Employee returns completed form to line manager
This must be by 15th week before the expected week of childbirth

YES

Arrange to meet with employee to discuss entitlements, risk assessments and type of contact, including ‘Keeping in Touch’ days employee would like during maternity leave

Send Maternity Confirmation Letter to employee
Copy maternity details to, Payroll and Pension providers.

NO

Send reminder to employee asking for confirmation of maternity details.

Line Manager to arrange risk assessment with employee
Copy of completed risk assessment form to be kept on personnel file
*This should also be done when the employee returns from maternity leave

On employee’s return to work, complete Payroll Notification form
Parental Leave

This policy aims to provide details of and guidance on an employee’s entitlement to statutory parental leave.

Parental leave may be taken in addition to maternity, paternity, shared parental and adoption leave.

1. Entitlement

1.1 If an employee is a parent, or has parental responsibility for a child, they are entitled to 18 weeks’ unpaid parental leave for each child for the purpose of caring for their child. 18 weeks of unpaid leave can be taken up to the child's fifth birthday if an employee has completed one year's service with an employer. They are entitled to 18 weeks unpaid parental leave for each child born or adopted.

1.2 If an employee is the parent or have parental responsibility for a child entitled to receive Disability Living Allowance they are entitled to 18 weeks’ unpaid parental leave for each child. If the child has disabilities, they can take 18 weeks up to the child's 18th birthday.

This entitlement is subject to the following conditions:-

- 52 weeks’ service.
- Being the parent of a child under the age of five as at 15 December 1999 or
- Becoming the parent of a child born after 15 December 1999 or
- Adopting a child under the age of 18 after the 15 December 1999 or
- Acquiring formal parental responsibility for a child born after 15 December 1999.

Employees can take it at any time:

- up to the child's fifth birthday
- up to five years after placement in the case of adoption
- up the child’s 18th birthday in the case of a child’s disability

1.3 Only a maximum of four weeks’ parental leave can be taken, for any individual child in any one year.

1.4 If an employee works on a part-time basis the entitlement is for 18 weeks of their normal working week.

1.5 The entitlement is to a total of 18 weeks leave for each individual child. Any period of parental leave taken with a previous employer for the same child will be taken into account when calculating an employee’s entitlement.

1.6 Parental leave is an individual right and cannot be transferred between parents.

2. Notifying the employer

2.1 An employee must notify their line manager at least 21 days before either of the following:-

- the date on which they intend to start parental leave
Appendix 13.12 Parental Leave

- before the beginning of the expected week of childbirth
- before the beginning of the week in which they expect the child to be placed with them for adoption.

2.2 A Parental Leave Application Form (Appendix 13.13) should be completed and signed and sent to the line manager.

2.3 On the first occasion parental leave is requested the employee will be asked to provide evidence of their entitlement, for example their child’s birth certificate to prove their child’s age and that they have responsibility for that child. In the case of adoption a Matching Certificate that will be issued to the employee by the authorised adoption agency.

3. **Commencing Parental Leave**

3.1 Parental Leave can be taken prior to the child’s fifth birthday. If the child is adopted parental leave can be taken up to the fifth anniversary of the date on which the placement began or, if the adoption takes place between the 13th and 18th birthdays, the date of the child’s eighteenth birthday, whichever is the earlier.

3.2 If the employee is the parent of a child in receipt of a Disability Living Allowance parental leave can be taken up to the child’s eighteenth birthday.

4. **How Much Leave May Be Taken?**

4.1 Parental leave may be taken in blocks of at least a week.

4.2 You can only take a maximum of four weeks’ parental leave for any individual child in any one year.

4.3 If the employee is the parent of a child in receipt of a disability living allowance parental leave can be taken in blocks of less than a week.

5. **Postponing the Commencement of Parental Leave.**

5.1 In some circumstances the line manager may be unable to agree to an application for parental leave on the specific dates requested due to the particular needs of the Church at that time. In these circumstances the line manager will need to discuss the postponement with and alternative dates will be mutually agreed. The line manager will need to confirm in writing this change to the employee within seven days of receiving the application. The alternative dates must be within six months of the date of the leave originally requested.

6. **Contractual Conditions**

6.1 At the end of a period of parental leave the employee will have the right to return to the same job under their original contract of employment and on the same terms and conditions with no break in continuous service.

6.2 If it not possible for the employee to return to work at the end of their parental leave period due to any work related issues, they may return as soon as it is practical to do so. This should be discussed and agreed with the line manager/District Lay Employment Secretary (DLES).
6.3 The period of parental leave is regarded as continuous service for all legal and contractual purposes.

6.4 The employee will be entitled to benefit from any terms and conditions of employment, other than pay, which would apply if they had not been absent on parental leave. If, for example, a pay award takes place during the parental leave period this will be applied on your return.

6.5 The employee will continue to accrue annual leave during parental leave.

7. Pension

7.1 The employee should contact the pension provider direct regarding information about arrangements for this period.

8. Employee loans

8.1 If the employee is in receipt of a loan (for example season ticket) they should liaise with the line manager to ensure that the outstanding loan amount is repaid within the agreed time frame. This should discussed this before parental leave is started.

9. Communication with Employees

9.1 It is good practice that employees on parental leave are kept informed about significant changes at work. Before parental leave starts, discussions should take place between the line manager and employee as to what contact is appropriate and what job circulars, newsletters, information on training and workplace development opportunities should be provided. The employee may prefer not to receive information from the Church/Circuit/District and this should be indicated if this is the case.

10. Failure to Return to Work

10.1 If the employee fails to return to work at the end of their parental leave and does not provide a written explanation, they will have terminated their contract of employment. The line manager should write to the employee no later than one week from the date they were expected to return. The letter will request confirmation that the employee is not returning to work and making it clear that failure to reply will be taken as termination of their contract. Line managers should ensure that the DLES is informed when an employee fails to return from parental leave.
Please read the following instructions and then complete the Personal Details form and either Part A, B or C according to your circumstances.

**Part A** should be completed if you wish to take parental leave for your child, including a child that has been placed with you for adoption. The completed form should be returned to your line manager at least 21 days before the date on which you wish to commence your parental leave.

**Part B** should be completed if you wish to take parental leave on the expected date of your child’s birth or on the date that you expect a child to be placed with you for adoption. The completed form should be returned 21 days before the expected week of childbirth or 21 days before the week you expect the child to be placed with you for adoption.

**Part C** should be completed if you wish to take parental leave for a child who is entitled to a disability living allowance. The completed form should be returned to your line manager at least 21 days before the date on which you wish to commence your parental leave.

You may be asked to provide additional documents to support your application. For example your child’s birth certificate; Form MAT B1; Matching Certificate: Statutory Adoption Leave and Pay; correspondence from the Benefits Agency in respect of a child eligible for a Disability Living Allowance. These documents only need to be submitted with your first application.

---

**Personal Details**

Surname: ___________________________ Forenames: ___________________________

Home Address: ____________________________________________________________
________________________________________________________________________
________________________________________________________________________

Start Date: ________________ Hours Worked: ________________________

Job Title: _________________________________________________________________

Have you taken parental leave with a former employer? Yes/No

If yes, please state the number of weeks taken __________________________

Have you previously taken parental leave during this employment? Yes/No

If yes, please provide the dates. From ________________ to ________________

Signature: ___________________________ Date: ____________________________

Appendix 13.13: Parental Leave Application Form

Part A

I (name) ___________________________ wish to take parental leave to care for my child named ___________________________ who was born/placed for adoption (delete as appropriate) on (date) _________________.

I wish to take parental leave from (date) ________________ to _________________.

Number of weeks of parental leave to be taken _________.

Total number of weeks parental leave outstanding for the child named above _________.

I confirm that I have parental responsibility for the child named above and attach the following documentation which confirms the birth date and/or the date of the child’s placement for the purposes of adoption.

Please insert details of documentation.

Signature: ___________________________ Date: ___________________________
Appendix 13.13: Parental Leave Application Form

Part B - Parental Leave for a Newborn or Newly Adopted Child

I (name) __________________________ wish to take parental leave to care for my child named (if known1) __________________________ who was born on (date) _________ (in the case of an adopted child).

Complete one of the following statements as applicable:-

The expected week of childbirth begins on Sunday (date) __________________________

The expected week of placement for adoption begins on Sunday (date) __________________________

I expect to take this leave from (date) ___________ to (date) ________________.

Due to the birth or adoption of my child taking place before or after the expected week of childbirth/placement, the actual dates of my leave are from (date)2 ___________ to (date) ________________.

Number of weeks of parental leave to be taken _________.

Total number of weeks parental leave outstanding for the child named above. _________

I confirm that I have parental responsibility for the child named above and attach the following documentation which also confirms the expected week of childbirth, or the expected week of the child’s placement for adoption, and the date of birth of that child.

Please insert details of documentation.

Signature:___________________________ Date:_______________________

---

1 If the name of the child is not decided this can be left blank. Notification should be sent after the birth or adoption.

2 You must notify your line manager of these dates as soon as possible.
Appendix 13.13: Parental Leave Application Form

Part C - Parental Leave for a Child Entitled to Receive a Disability Living Allowance.

I (name) ____________________________ wish to take parental leave to care for my child named ____________________________ who is entitled to a Disability Living Allowance and was born/placed for adoption (delete as appropriate) on (date) ____________________________.

I wish to take parental leave from (date) ___________ to (date) ___________.

Number of days/weeks of parental leave to be taken ___________.

Total number of days/weeks parental leave outstanding for the child named above ___________.

I confirm that I have parental responsibility for the child named above and attach documentation which also confirms the child’s date of birth and/or the date of placement and their entitlement to a Disability Living Allowance.

Please insert details of documentation.

Signature: ____________________________ Date: ____________________________
Appendix 13.7: Shared Parental Leave Policy (Template)

Shared Parental Leave Policy (template)

The Methodist Church

Shared parental leave policy (children expected to be born on or after

5 April 2015)

Introduction to shared parental leave

This policy sets out the rights of employees to shared parental leave and pay. Shared parental leave is a type of leave that is available to parents with babies due on or after 5 April 2015. Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date. [The organisation provides a separate policy on shared parental leave for employees who are adopting children.]

Shared parental leave should not be confused with ordinary parental leave, which is unaffected by shared parental leave. Ordinary parental leave is the entitlement to up to 18 weeks' unpaid leave. [The organisation provides a separate policy on ordinary parental leave.]

The organisation recognises that, from time to time, employees may have questions or concerns relating to their shared parental leave rights. It is the organisation's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the shared parental leave provisions are complex, if an employee wishes to take shared parental leave, he/she should clarify the relevant procedures with [name of individual/the HR department] to ensure that they are followed correctly.

Definitions under this shared parental leave policy

The following definitions are used in this policy:

"Mother" means the mother or expectant mother of the child.

"Partner" means the father of the child, or the person who, at the date of the child's birth, is married to, the civil partner of, or the partner of the mother. This includes someone, of either sex, who lives with the mother and the child in an enduring family relationship but who is not the mother's child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew.

"Expected week of childbirth" means the week, starting on a Sunday, during which the mother's doctor or midwife expects her to give birth.
**APPENDIX 13.7: SHARED PARENTAL LEAVE POLICY (TEMPLATE)**

**Scope of this shared parental leave policy**

This policy applies in relation to employees of the organisation, whether they are the mother or the partner. If it is the mother who is employed by the organisation, her partner must (where relevant) submit any notifications to take shared parental leave set out in this policy to his/her own employer, which may have its own shared parental leave policy in place, if he/she wants to take a period of shared parental leave.

Similarly, if it is the partner who is employed by the organisation, the mother must (where relevant) submit any notifications to take shared parental leave to her own employer.

The mother and the partner should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly as possible.

**Amount of shared parental leave available**

The amount of shared parental leave to which an individual is entitled will depend on when the mother brings her maternity leave period to an end and the amount of leave that the other parent takes in respect of the child. Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the organisation is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case the employee needs the organisation’s agreement). A maximum of three requests for leave per pregnancy can normally be made by each parent.

The first two weeks [or four weeks for factory workers] following birth are the compulsory maternity leave period and are reserved for the mother. This means that the mother cannot curtail her maternity leave to take shared parental leave until two weeks [or four weeks for factory workers] after the birth and the maximum period that the parents could take as shared parental leave is 50 weeks between them [48 weeks if the mother is a factory worker] (although it will normally be less than this because of the maternity leave that mothers usually take before the birth).

However, the mother’s partner can begin a period of shared parental leave at any time from the date of the child’s birth (but the partner should bear in mind that he/she is entitled to take up to two weeks’ ordinary paternity leave following the birth of his/her child, which he/she will lose if shared parental leave is taken first). The mother and partner must take any shared parental leave within 52 weeks of birth.

**Eligibility for shared parental leave**

For employees to be eligible to take shared parental leave, both parents must meet certain eligibility requirements.

*Mother’s eligibility for shared parental leave*
APPENDIX 13.7: SHARED PARENTAL LEAVE POLICY (TEMPLATE)

The mother is eligible for shared parental leave if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the organisation until the week before any period of shared parental leave that she takes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is entitled to statutory maternity leave in respect of the child; and
- complies with the relevant maternity leave curtailment requirements (or has returned to work before the end of statutory maternity leave), and shared parental leave notice and evidence requirements.

In addition, for the mother to be eligible for shared parental leave, the partner must:

- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks; and
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child.

Partner's eligibility for shared parental leave

The partner is eligible for shared parental leave if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the organisation until the week before any period of shared parental leave that he/she takes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- complies with the relevant shared parental leave notice and evidence requirements.

In addition, for the partner to be eligible for shared parental leave, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
• be entitled to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child; and

• comply with the relevant maternity leave or pay curtailment requirements (or have returned to work before the end of statutory maternity leave).

**Notice requirements for shared parental leave**

The notices that the parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

• a "maternity leave curtailment notice" from the mother setting out when she proposes to end her maternity leave (unless the mother has already returned to work from maternity leave);

• a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of shared parental leave that he/she is requesting; and

• a "period of leave notice" from the employee setting out the start and end dates of each period of shared parental leave that he/she is requesting.

The notice periods set out below (see Mother's notice curtailing maternity leave, Employee's notice of entitlement and intention and Employee's period of leave notice) are the minimum required by law. However, the earlier the employee informs the organisation of his/her intentions, the more likely it is that the organisation will be able to accommodate the employee's wishes, particularly if he/she wants to take periods of discontinuous leave.

Employees are advised that, if they have already decided the pattern of shared parental leave that they would like to take, they can provide more than one type of notice at the same time. For example, the mother could provide a maternity leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide his/her notice of entitlement and intention and period of leave notice at the same time.

*Mother's notice curtailing maternity leave*

Before the mother or partner can take shared parental leave, the mother must either return to work before the end of her maternity leave (by giving the required eight weeks' notice of her planned return) or provide her employer with a maternity leave curtailment notice. The maternity leave curtailment notice must be in writing and state the date on which maternity leave is to end. That date must be:

• after the compulsory maternity leave period, which is the two weeks [or four weeks for factory workers] after birth;

• at least eight weeks after the date on which the mother gave the maternity leave curtailment notice to her employer; and
Appendix 13.7: Shared Parental Leave Policy (Template)

- at least one week before what would be the end of the additional maternity leave period.

The mother must provide her maternity leave curtailment notice at the same time she provides either her notice of entitlement and intention or a declaration of consent and entitlement signed by the mother confirming that her partner has given his/her employer a notice of entitlement and intention (see Employee's notice of entitlement and intention below).

Revocation of maternity leave curtailment notice

The mother can withdraw her notice curtailing her maternity leave in limited circumstances. The withdrawal of a maternity leave curtailment notice must be in writing and can be given only if the mother has not returned to work. The mother can withdraw her maternity leave curtailment notice if:

- it is discovered that neither the mother nor the partner are entitled to shared parental leave or statutory shared parental pay and the mother withdraws her maternity leave curtailment notice within eight weeks of the date on which the notice was given;
- the maternity leave curtailment notice was given before the birth of the child and the mother withdraws her maternity leave curtailment notice within six weeks of the child's birth; or
- the partner has died.

Employee's notice of entitlement and intention

The employee, whether the mother or the partner, must provide the organisation with a non-binding notice of entitlement and intention. The employee's notice of entitlement and intention, which must be in writing and provided at least eight weeks before the start date of the first period of shared parental leave to be taken by the employee, must set out the following information.

If the employee is the mother, the notice of entitlement and intention must set out:

- the mother's name;
- the partner's name;
- the start and end dates of any statutory maternity leave taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the mother);
APPENDIX 13.7: SHARED PARENTAL LEAVE POLICY (TEMPLATE)

- how much shared parental leave the mother and partner each intend to take; and
- a non-binding indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave).

The mother's notice of entitlement and intention must include a declaration signed by her that:

- she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information she gives in the notice of entitlement and intention is accurate; and
- she will immediately inform the organisation if she ceases to care for the child.

In addition, the mother's notice of entitlement and intention must include a declaration signed by her partner:

- specifying the partner's name, address, and national insurance number (or declaring that the partner does not have a national insurance number);
- declaring that the partner satisfies, or will satisfy, the conditions set out above (see Mother's eligibility for shared parental leave);
- declaring that the partner is the father of the child, or is married to, the civil partner of, or the partner of, the mother;
- declaring that the partner consents to the amount of leave that the mother intends to take; and
- declaring that the partner consents to the mother's employer processing the information in the partner's declaration.

If the employee is the partner, the partner's notice of entitlement and intention must set out:

- the partner's name;
- the mother's name;
- the start and end dates of any periods of statutory maternity leave, statutory maternity pay or maternity allowance taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the partner);
- how much shared parental leave the partner and mother each intend to take; and
APPENDIX 13.7: SHARED PARENTAL LEAVE POLICY (TEMPLATE)

- a non-binding indication as to when the partner intends to take shared parental leave (including the start and end dates for each period of leave).

The partner’s notice of entitlement and intention must include a declaration signed by the partner that:

- he/she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information given by the partner in the notice of entitlement and intention is accurate; and
- he/she will immediately inform the organisation if he/she ceases to care for the child or if the mother informs him/her that she no longer meets the requirement to have curtailed her maternity leave or pay period.

In addition, the partner’s notice of entitlement and intention must include a declaration signed by the mother:

- specifying the mother’s name, address, and national insurance number (or declaring that the mother does not have a national insurance number);
- declaring that the mother satisfies, or will satisfy, the conditions set out above (see Partner’s eligibility for shared parental leave) and she will notify the partner if she no longer qualifies for maternity leave, statutory maternity pay or maternity allowance;
- declaring that the mother consents to the amount of leave that the partner intends to take;
- declaring that she will immediately inform the employee if she no longer meets the requirement to have curtailed her maternity leave or pay period; and
- declaring that the mother consents to the partner’s employer processing the information in the mother’s declaration.

Within 14 days of receiving a notice of entitlement and intention from the employee, whether the mother or partner, the organisation can request from the employee:

- a copy of the child's birth certificate (or, if the child has not been born, a copy of the birth certificate within 14 days of the birth - if the birth certificate has yet to be issued after this period, a signed declaration stating the date and location of the child's birth will suffice); and
- the name and address of the other parent’s employer (or a declaration that the other parent has no employer).

The employee has 14 days from the date of the request to send the organisation the required information.
**Variation or cancellation of notice of entitlement and intention**

The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that he/she provides the organisation with a written notice. The written notice must contain:

- an indication as to when the employee intends to take shared parental leave (including the start and end dates for each period of leave);
- details of any periods of shared parental leave that have been notified through a period of leave notice;
- details of any periods of statutory shared parental pay that have been notified in relation to periods where shared parental leave was not to be taken; and
- a declaration signed by the mother and the partner that they agree to the variation.

Any indication of leave intended to be taken that the employee provides in a variation of notice of entitlement and intention is non-binding until he/she provides a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that the employee can make.

**Employee's period of leave notice**

To take a period of shared parental leave, the employee must provide the organisation with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given not less than eight weeks before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

**Variation or cancellation of period of leave notice**

The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a period of leave notice, provided that he/she provides his/her employer with a written notice not less than eight weeks before any period of leave varied or cancelled by the notice is due to commence. The written notice can:

- vary the start date or the end date of any period of shared parental leave or cancel a request for leave;
- request that a continuous period of leave become discontinuous periods of leave; or
- request that discontinuous periods of leave become a continuous period of leave.

**Limit on number of requests for leave**
Appendix 13.7: Shared Parental Leave Policy (Template)

The employee can provide a combined total of up to three period of leave notices or variations of period of leave notices per pregnancy, although the organisation may waive this limit in some circumstances.

Continuous period of shared parental leave

If the employee submits a period of leave notice requesting one continuous period of leave, he/she will be entitled to take that period of leave.

Discontinuous periods of shared parental leave

The employee may submit a period of leave notice requesting discontinuous periods of leave. For example, the mother and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

If the employee submits a period of leave notice requesting discontinuous periods of leave, the organisation, in the two weeks beginning with the date the period of leave notice was given, can:

- consent to the pattern of leave requested;
- propose an alternative pattern of leave; or
- refuse the pattern of leave requested.

If agreement is reached within those two weeks, the employee is entitled to take the leave on the dates agreed.

If no agreement has been reached within that two-week discussion period, the employee is entitled to take the leave as one continuous period of leave. In that event, the employee must choose a start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. The employee must notify the organisation of that date within five days of the end of the two-week discussion period. If the employee does not choose a start date within five days of the end of the two-week discussion period, the period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

Alternatively, if the organisation has refused the request or no agreement has been reached during the two-week discussion period, the employee may withdraw a period of leave notice requesting discontinuous periods of leave. The employee can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

Amount of shared parental pay available

Option 1 - employer offers enhanced shared parental pay [see Warning below]
The organisation offers employees [with [one year’s] service] generous shared parental pay.

**Example 1 - enhanced shared parental pay where the employer provides full pay during maternity leave**

The organisation pays employees [with the required one year’s service] their normal pay during any shared parental leave period that they take.

**Example 2 - enhanced shared parental pay where the employer provides full pay followed by half pay during maternity leave**

The organisation pays employees [with the required one year’s service] their normal pay during [the first [number] weeks’ shared parental leave, followed by [half] pay for the subsequent [number] weeks’ shared parental leave], unless the employee has already benefited from enhanced [maternity/adoption] pay in relation to the same child. Employees who take a period of [maternity/adoption] leave followed by one or more periods of shared parental leave are entitled to a maximum of [number] weeks' normal pay and [number] weeks’ [half] pay, when any periods of enhanced [maternity/adoption] and shared parental pay are combined.

**Option 2 - employees entitled only to statutory shared parental pay**

Statutory shared parental pay is available for eligible parents to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to the parents will depend on how much statutory maternity pay or maternity allowance the mother has been paid when her maternity leave or pay period ends.

A total of 39 weeks' statutory maternity pay or maternity allowance is available to the mother. As there is a compulsory maternity leave period of two weeks [or four weeks for factory workers], this means that a mother who ends her maternity leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with her partner [35 weeks' statutory shared parental pay can be shared if the mother is a factory worker] (although it will normally be less than this because of the maternity leave that mothers usually take before the birth).

Any statutory shared parental pay due during shared parental leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of the employee’s average weekly earnings, if this figure is lower than the Government's set weekly rate.

It is up to the parents as to who is paid the statutory shared parental pay and how it is apportioned between them.

**Eligibility for statutory shared parental pay**

For employees to be eligible for statutory shared parental pay, both parents must meet certain eligibility requirements.

**Mother’s eligibility for statutory shared parental pay**

---

The Methodist Church | Appendix 13.14 | Shared Parental Leave Policy
APPENDIX 13.7: SHARED PARENTAL LEAVE POLICY (TEMPLATE)

The mother is eligible for statutory shared parental pay if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with her employer until the week before any period of shared parental pay that she gets;
- has normal weekly earnings for a period of eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child’s birth, the main responsibility, apart from the partner, for the care of the child;
- is absent from work and intends to care for the child during each week in which she receives statutory shared parental pay; and
- is entitled to statutory maternity pay in respect of the child, but the maternity pay period has been reduced.

In addition, for the mother to be eligible for statutory shared parental pay, the partner must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have, at the date of the child’s birth, the main responsibility, apart from the mother, for the care of the child; and
- have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks.

Partner's eligibility for statutory shared parental pay

The partner is eligible for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with his/her employer until the week before any period of shared parental pay that he/she gets;
- has normal weekly earnings for eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child’s birth, the main responsibility, apart from the mother, for the care of the child; and
- is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay.

In addition, for the partner to be eligible, the mother must:
• have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;

• have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks;

• have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child; and

• be entitled to statutory maternity pay or maternity allowance in respect of the child, but the maternity pay period or maternity allowance period has been reduced.

Rights during shared parental leave

During shared parental leave, all terms and conditions of the employee's contract except normal pay will continue. [Salary/wages] will be replaced by [statutory shared parental pay/pay under the organisation’s enhanced shared parental pay scheme] if the employee is eligible for it.

This means that, while sums payable by way of [wages/salary] will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue. Pension contributions will continue to be paid. [The employee will remain in the life assurance and private medical insurance schemes.]

Contact during shared parental leave

The organisation reserves the right to maintain reasonable contact with employees during shared parental leave. This may be to discuss employees' plans for their return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

An employee can agree to work for the organisation (or to attend training) for up to 20 days during shared parental leave without that work bringing the period of his/her shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

The organisation has no right to require employees to carry out any work and employees have no right to undertake any work during their shared parental leave. Any work undertaken, and the amount of salary paid for any work done on SPLIT days, is entirely a matter for agreement between employees and the organisation.

[You will continue to receive pay under the organisation's enhanced shared parental pay scheme for any week during which you attend work for SPLIT days. [The organisation will also pay you an additional payment for each hour that you work during a SPLIT day at the rate of [hourly payment rate].]
OR

If you are entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way. In addition, we will also pay you for each hour that you work during a SPLIT day at the rate of [hourly payment rate].

**Returning to work following shared parental leave**

The employee has the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory maternity leave or statutory paternity leave taken by the employee in relation to the same child, is 26 weeks or less.

If the employee is returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory maternity or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional maternity leave, the employee has the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for the organisation to permit a return to the same job, the employee has the right to return to another job that is suitable and appropriate for him/her.

Source: XpertHR

Date last modified: November 2019
## APPENDIX 13.15: MOTHER’S INTENTION TO TAKE SHARED PARENTAL LEAVE

### Mother’s Notice of entitlement and intention to take shared parental leave

<table>
<thead>
<tr>
<th>Shared parental leave: notice of entitlement and intention (mother)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of employee:</td>
</tr>
<tr>
<td>Job title:</td>
</tr>
</tbody>
</table>

I wish to provide the organisation with an initial indication of my proposed shared parental leave, as well as the required declarations from myself and my partner.

### Section A: information to be provided by employee

<table>
<thead>
<tr>
<th>My partner’s name is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>My maternity leave [started/is expected to start] on:</td>
</tr>
<tr>
<td>My maternity leave [ended/is expected to end] on:</td>
</tr>
<tr>
<td>My [child’s expected week of birth is/child was born on]:</td>
</tr>
</tbody>
</table>

The total amount of shared parental leave my partner and I have available is:
### Appendix 13.15: Mother’s Intention to Take Shared Parental Leave

<table>
<thead>
<tr>
<th><strong>I intend to take the following number of weeks' shared parental leave:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>My partner intends to take the following number of weeks' shared parental leave:</strong></td>
</tr>
<tr>
<td><strong>I intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you intend to take):</strong></td>
</tr>
<tr>
<td><strong>The total amount of shared parental pay (if applicable) my partner and I have available is:</strong></td>
</tr>
<tr>
<td><strong>I intend to take the following number of weeks' shared parental pay (if applicable):</strong></td>
</tr>
<tr>
<td><strong>My partner intends to take the following number of weeks' shared parental pay (if applicable):</strong></td>
</tr>
<tr>
<td><strong>I intend to take shared parental pay on the following dates (if applicable):</strong></td>
</tr>
</tbody>
</table>

**Section B: declaration to be completed by employee**
I [satisfy/will satisfy] the following eligibility requirements to take shared parental leave:

| I [have/will have] 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and, by the week before any period of shared parental leave that I take, I will have remained in continuous employment with the organisation |
| At the date of the child's birth, I [have/will have] the main responsibility, apart from my partner, for the care of the child |
| I am entitled to statutory maternity leave in respect of the child |
| I have [complied with the organisation's maternity leave curtailment requirements/returned to work before the end of my statutory maternity leave period], and will comply with the organisation's shared parental leave notice and evidence requirements |

The information that I have provided is accurate

I will immediately inform the organisation if I cease to care for the child

Section C: declaration to be completed by employee's partner

My name is:

My address is:

[My national insurance number is/I do not have a national insurance number]:

I [satisfy/will satisfy] the following eligibility requirements to enable the mother to take shared parental leave:

I have been employed or been a self-employed earner in at least 26 of the 66 weeks
## APPENDIX 13.15: MOTHER’S INTENTION TO TAKE SHARED PARENTAL LEAVE

<table>
<thead>
<tr>
<th>Immediately preceding the expected week of childbirth</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have average weekly earnings of at least £30 for any 13 of those 66 weeks</td>
</tr>
<tr>
<td>At the date of the child’s birth, I [have/will have] the main responsibility, apart from the mother, for the care of the child</td>
</tr>
<tr>
<td>I am the father of the child, or am married to, the civil partner of, or the partner of, the mother</td>
</tr>
<tr>
<td>I consent to the amount of shared parental leave that the mother intends to take</td>
</tr>
<tr>
<td>I consent to your organisation processing the information provided in this form</td>
</tr>
</tbody>
</table>

### Section D: signatures

**Signed (mother):**

**Dated (mother):**

**Signed (partner):**

**Dated (partner):**

### Notes

The start date of the first period of shared parental leave that you wish to take must be at least eight weeks after you have provided this notice. Shared parental leave must be taken in blocks of at least one week.

This notice is to allow the organisation to check that you are entitled to shared parental leave and to provide the organisation with an initial indication of the shared parental leave pattern that you wish to take. The notice is not binding and you must give the organisation a period of leave notice at least eight weeks before the first period of shared parental leave in that notice that you wish to take. Any periods of shared parental leave that you indicate in this notice can be changed at a later date by giving the organisation a variation notice.

November 2019
## Period of leave notice setting out start and end dates of each period of Shared Parental Leave being requested

<table>
<thead>
<tr>
<th>Shared parental leave: period of leave notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of employee:</td>
</tr>
<tr>
<td>Job title:</td>
</tr>
</tbody>
</table>

I wish to take the following period(s) of shared parental leave. Please complete either section A or section B.

**Section A:** Please fill out if your child has already been born or if you know the exact dates on which you would like to take shared parental leave.

I intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you intend to take):

**Section B:** Please fill out if your child has not been born yet and you wish your shared parental leave to start either on the day on which your child is born, or a specified number of days after the day on which your child is born.

I wish my shared parental leave to start [on the day on which my child is born/the following number of days after the date on which my child is born]:

I wish my shared parental leave to end the following number of days after the date on
### APPENDIX 13.16 PERIOD OF SPL LEAVE NOTICE

<table>
<thead>
<tr>
<th>which my child is born:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signed:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Dated:</th>
</tr>
</thead>
</table>

**Notes**

You can request to take shared parental leave in one continuous block (in which case the organisation is required to accept the request as long as you meet the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case you need the organisation’s agreement). A maximum of three requests for leave per pregnancy can normally be made by each parent.

The start date of the first period of shared parental leave that you wish to take must be at least eight weeks after you have provided this notice. Shared parental leave must be taken in blocks of at least one week.

This notice is to confirm to the organisation the shared parental leave that you intend to take. You must have already submitted a notice of entitlement and intention before using this form.

The organisation recognises that employees' plans can change. However, it is recommended that you and your partner think carefully about your shared parental leave before submitting this form, as opportunities to amend requests for shared parental leave are limited. Apart from exceptional circumstances, you can submit a period of leave notice or a notice that you have changed your mind about shared parental leave dates on a combined total of just three occasions.

You and your partner must take any shared parental leave within 52 weeks of the birth of your child.

---

Updated: November 2019

---

The Methodist Church | Appendix 13.16 | Period of SPL with start and end dates | March 2017
# Form for a mother to curtail her maternity leave

## Shared parental leave: maternity leave curtailment notice

### Name of employee:

### Job title:

I wish to bring my [ordinary/additional] maternity leave [and statutory maternity pay] to an end to be able to take shared parental leave. I have also completed a [form providing a notice of entitlement and intention to take shared parental leave/declaration that my partner has provided a notice of entitlement and intention to take shared parental leave to his/her employer and that I consent to the amount of leave that he/she intends to take].

### I wish to end my [ordinary/additional] maternity leave on:

### I wish my statutory maternity pay period (if applicable) to end on:

**Signed:**

**Dated:**

## Notes

You should complete and submit this form alongside the organisation's Form for a mother to provide a notice of entitlement and intention to take shared parental leave or the declaration that your partner has provided a notice of entitlement and intention to take shared parental leave to his/her employer and that you consent to the amount of leave that he/she intends to take.

Please think very carefully before you submit this form. Once the form is submitted, you can withdraw your maternity leave curtailment notice only in limited circumstances.

The date on which you end your maternity leave must be at least:

- eight weeks after the date on which you provide this notice to the organisation;
- two weeks [or four weeks for factory workers] after you give birth; and
- one week before what would have been the end of your additional maternity leave.
**APPENDIX 13.18: PARTNER’S INTENTION TO TAKE SHARED PARENTAL LEAVE**

Partner’s Form: To provide a notice of entitlement and intention to take shared parental leave

<table>
<thead>
<tr>
<th>Shared parental leave: notice of entitlement and intention (partner)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of employee:</td>
</tr>
<tr>
<td>Job title:</td>
</tr>
</tbody>
</table>

I wish to provide the organisation with an initial indication of my proposed shared parental leave, as well as the required declarations from myself and the mother.

**Section A: information to be provided by employee**

<table>
<thead>
<tr>
<th>The mother’s name is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The mother’s maternity leave [started/is expected to start] on:</td>
</tr>
<tr>
<td>The mother’s maternity leave [ended/is expected to end] on:</td>
</tr>
<tr>
<td>The mother [received/is expected to receive] the following periods of [statutory maternity pay/maternity allowance]:</td>
</tr>
<tr>
<td>My [child’s expected week of birth is/child was born on]:</td>
</tr>
</tbody>
</table>
**APPENDIX 13.18: PARTNER’S INTENTION TO TAKE SHARED PARENTAL LEAVE**

<table>
<thead>
<tr>
<th>The total amount of shared parental leave the mother and I have available is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>I intend to take the following number of weeks' shared parental leave:</td>
</tr>
<tr>
<td>The mother intends to take the following number of weeks' shared parental leave:</td>
</tr>
<tr>
<td>I intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you intend to take):</td>
</tr>
<tr>
<td>The total amount of shared parental pay (if applicable) the mother and I have available is:</td>
</tr>
<tr>
<td>I intend to take the following number of weeks' shared parental pay (if applicable):</td>
</tr>
<tr>
<td>The mother intends to take the following number of weeks' shared parental pay (if applicable):</td>
</tr>
<tr>
<td>I intend to take shared parental pay on the following dates (if applicable):</td>
</tr>
</tbody>
</table>
## APPENDIX 13.18: PARTNER’S INTENTION TO TAKE SHARED PARENTAL LEAVE

### Section B: declaration to be completed by employee

I declare that I [satisfy/will satisfy] the following eligibility requirements to take shared parental leave:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>I [have/will have] 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and, by the week before any period of shared parental leave that I take, I will have remained in continuous employment with the organisation.</td>
<td></td>
</tr>
<tr>
<td>At the date of the child's birth, I [have/will have] the main responsibility, apart from the mother, for the care of the child</td>
<td></td>
</tr>
<tr>
<td>I will comply with the organisation's shared parental leave notice and evidence requirements</td>
<td></td>
</tr>
<tr>
<td>The information that I have provided is accurate</td>
<td></td>
</tr>
<tr>
<td>I am the father of the child, or am married to, the civil partner of, or the partner of, the mother</td>
<td></td>
</tr>
<tr>
<td>I will immediately inform the organisation if I cease to care for the child or if the child’s mother informs me that she has revoked the curtailment of her maternity leave or pay period</td>
<td></td>
</tr>
</tbody>
</table>

### Section C: declaration to be completed by the mother

<table>
<thead>
<tr>
<th>Information Requested</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>My name is:</td>
<td></td>
</tr>
<tr>
<td>My address is:</td>
<td></td>
</tr>
<tr>
<td>[My national insurance number is/I do not have a national insurance number]:</td>
<td></td>
</tr>
</tbody>
</table>
## Appendix 13.18: Partner’s Intention to take Shared Parental Leave

I [satisfy/will satisfy] the following eligibility requirements to enable my partner to take shared parental leave:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth</td>
<td></td>
</tr>
<tr>
<td>I have average weekly earnings of at least £30 for any 13 of those 66 weeks</td>
<td></td>
</tr>
<tr>
<td>At the date of the child’s birth, I [have/will have] the main responsibility, apart from my partner, for the care of the child</td>
<td></td>
</tr>
<tr>
<td>I am entitled to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child</td>
<td></td>
</tr>
<tr>
<td>I have [curtailed my maternity leave/returned to work before the end of my statutory maternity leave period]</td>
<td></td>
</tr>
<tr>
<td>I consent to the amount of shared parental leave that my partner intends to take</td>
<td></td>
</tr>
<tr>
<td>I will immediately inform my partner if I no longer meet the requirements to curtail my maternity leave (and pay, if applicable)</td>
<td></td>
</tr>
<tr>
<td>I consent to your organisation processing the information provided in this form</td>
<td></td>
</tr>
</tbody>
</table>

### Section D: Signatures

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed (partner)</td>
<td></td>
</tr>
<tr>
<td>Dated (partner)</td>
<td></td>
</tr>
<tr>
<td>Signed (mother)</td>
<td></td>
</tr>
<tr>
<td>Dated (mother)</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX 13.18: PARTNER’S INTENTION TO TAKE SHARED PARENTAL LEAVE

Notes

The start date of the first period of shared parental leave that you wish to take must be at least eight weeks after you have provided this notice. Shared parental leave must be taken in blocks of at least one week.

This notice is to allow the organisation to check that you are entitled to shared parental leave and to provide the organisation with an initial indication of the shared parental leave pattern that you wish to take. The notice is not binding and you must give the organisation a period of leave notice at least eight weeks before the first period of shared parental leave in that notice that you wish to take. Any periods of shared parental leave that you indicate in this notice can be changed at a later date by giving the organisation a variation notice.

06 November 2019
New rules on bereavement leave and pay

From 6 April 2020, all employed parents will have the right to two weeks’ leave if they lose a child under the age of 18, or suffer a stillbirth after 24 weeks of pregnancy, irrespective of their length of service. Employed parents may also qualify for two weeks’ statutory bereavement pay (SPBP).

Who qualifies for two weeks’ leave?

The law will apply to all employed parents and adults with ‘parental responsibility’. While parental responsibility is a complex concept, generally speaking a primary carer of a child will have parental responsibility for that child. This can include adopters, foster parents and guardians, as well as close relatives or family friends that have informally assumed responsibility for the care of a child in the absence of parents.

In the case of female employees who suffer a stillbirth after 24 weeks, they will remain entitled to the normal maternity leave and pay, as will those mothers who lose a child during maternity leave. If an employee loses more than one child, they will be entitled to separate bereavement leave for each child.

How can the leave be taken?

Leave is taken in a single block or two blocks of one week within the 56 weeks following the child’s death.

The notice an employee must give will be flexible, allowing this to be at short notice. Notice can be requested to be in writing by an employer who will be paying SPBP.

As with shared parental leave, employees can be asked to provide a self-declaration of entitlement. Understandably, employers will not be able to request the death certificate of a child to evidence that an employee qualifies.

Who qualifies for SPBP?

To qualify for SPBP, an employee must have at least 26 weeks’ continuous service and weekly average earnings over the lower earnings limit (currently £118 per week), for the eight weeks before the death.

What is the rate of pay?

Either the statutory rate (currently £151.20) or 90 per cent of average weekly earnings – whichever is lower.

What do employers need to do?

Employers will need to update or implement bereavement policies taking into account Acas guidance. The new policy should be communicated so staff are aware of their rights and managers do not unintentionally subject those seeking to exercise this right to a detriment. To avoid disputes, managers will also need to be informed that:

- the right to bereavement leave and pay is on top of the existing right to unpaid time off to care for dependencies, which gives a right to leave in the immediate aftermath of a loss of a dependant;
- employees suffering prolonged grief may qualify as disabled persons under the Equality Act, such that this may necessitate reasonable adjustments;
- requests for additional time off beyond two weeks to observe religious bereavement;
- requirements (such as a funeral rite) should not simply be discounted but considered in line with the requirements of the Equality Act; and
- data regarding the bereavement will need to be processed and retained in line with your privacy notices and policies.

As of 6 April 2020, any employee or worker has the right to a written document summarising the main terms of their employment.

The Employment Rights (Miscellaneous Amendments) Regulations 2019 (SI 2019/731) extended the right to a written statement of employment particulars to all workers (including employees).

The Employment Rights (Employment Particulars and Paid Annual Leave) (Amendment) Regulations 2018 (SI 2018/1378) provide that access to a written statement is a day one right for all workers (including employees). Employers also have to provide additional information as mandatory content for a written statement, including in relation to training and probationary periods.

This means that for employment beginning on or after 6 April 2020, an employee or worker must be provided with a written statement of terms and conditions of employment (contract), along with details of any procedures relating to dismissals, disciplinaries and grievance appeals by the time they start employment.

For employment beginning before 6 April 2020, an employee must be provided with a written statement of terms and conditions of employment (contract) along with the details of any procedures as above within one month of a request for a statement.

Details that must be provided in a statement of terms and conditions:

- The names of the employer and employee
- The date when the employment began
- Where the statement is being given to an employee (rather than a worker), the date when the employee’s period of continuous service began (taking into account any employment with a previous employer that counts towards it)
- The scale or rate of remuneration or the method of calculating it
- The intervals at which remuneration occurs
- Any terms and conditions relating to hours of work (including normal working hours) including:
  - days of the week when the worker is required to work; and
  - if and how working hours or days may be varied and how the variation will be determined
- Entitlement to holiday, including public holidays, and accrued holiday pay, including on termination of employment, in sufficient detail to enable precise calculation of the sums
- Entitlement to sickness and injury and sick pay
- Entitlement to any other paid leave
- Entitlement to any other benefits provided
- Entitlement to notice by either party
- The title of the employee’s job or a brief description of the work
- Expected length of temporary employment or date fixed-term contract ends
- Any probationary period, including conditions and its duration
- The place of work or if there is none, this must be indicated and the address of the employer included
- Where the employee or worker is to work abroad for more than one month, the terms relating to working abroad, including the period of work outside the UK, the currency of remuneration while abroad, any additional remuneration and benefits and any terms relating to the employee or worker’s return
- Any training that the employee or worker must complete, including training for which the employer will not bear the cost
**APPENDIX 13.20: NEW CONTRACT TERMS FOR EMPLOYERS AND EMPLOYEES**

**Frequently Asked Questions:**

- **Is it a statutory requirement for the employee to sign that he/she has accepted the terms and conditions of employment (contract)?**

There is no legal requirement for the employee to sign off that she/he has accepted or received the contract. However, it is highly recommended that the employer makes reasonable efforts to reach agreement with the employee on the contract and to have the contract signed by the employee.

In situations where an employee does refuse to sign the contract, the employer is advised to retain records as proof that the employee was actually issued with the contract of employment. The employer is obliged to sign the contract.

Disciplinary procedures and grievance procedures must also be issued and would normally be included in contracts.

Although it is not an obligation, it would be advisable to get the employees to sign off on all the documents if possible. It creates a record of the employee having received them. If they don’t, then the employer should keep a record of having given the handbook to the employee. One suggestion is to give a letter along with the handbook stating that he/she has two weeks to come back with any questions.

If they don’t, it will be assumed that they have understood and accepted the documents. It places the onus on the employee to raise whatever issues he/she has rather than reject the document wholesale. The same applies to a contract/ written terms and conditions.

- **How do you introduce terms and conditions to existing employees who have not been issued with written terms of employment?**

The employer should make it clear to the employees that a written agreement on basic terms and conditions is legally necessary as is a written agreement on the dismissal procedure. The legislation governing this was introduced to increase the protection for the employees. The written terms and conditions document simply clarifies the employment relationship. The employer is obliged to provide the written terms and conditions of employment even if the employee is refusing to sign it.

Introducing a contract of employment or a handbook for the first time to current employees, can be a difficult, tricky matter.

Employees may view the new documentation as an intrusion, representing a new set of rules and regulations that threaten to make their lives uncomfortable. They may see it as a sign of management distrust, or at least that the workplace is becoming less friendly. However, this does not have to be the case. You can introduce new documentation without alienating your work force. The answer lies in good communications.

For a **Step-by-step guide to introducing the written statement of terms and conditions to existing employees** please refer to the information below:
Step 1. Hold an Initial Group Meeting

The purpose of this meeting will be to:

- Notify employees of the introduction of the new contracts of employment.
- Explain why they are being introduced (see below)
- Give a brief overview of what is contained in both documents: it confirms the employee’s basic terms and conditions and is fully compliant with the Terms of Employment Act.

Information given at the meeting should be given in general terms, individual’s specific terms and conditions of employment should not be discussed.

If you are a small organisation, hold a meeting, inviting everyone. If your employee numbers mean this is not feasible, hold smaller team meetings, ideally meeting with all affected staff on the same day. This ensures a consistent message is being delivered to all staff, preventing misunderstanding, or the “rumour mill” starting. Ensure to debrief any employees who are not present.

At the Meeting

- Give clear reasons why the business is implementing the documentation. Have a business case prepared (e.g.: we want to promote a culture of consistency and fairness in our organisation, where everyone knows the procedures and knows what is expected of them and what they can expect from the organisation; we want to ensure we are fully compliant with employment law legislation).
- Explain to employees that they have legal rights and that the written statement of terms and conditions and accompanying policies demonstrate that the organisation is complying with the law and honoring their rights.

Step 2: Distribute the Documentation

Written statement of the terms and conditions (contract of employment) including any procedures relating to dismissals, disciplinaries and grievance appeals.

The written statement of the terms and conditions is a confidential document between the employer and the employee. Therefore, be sure that all communications regarding the contract of employment are kept confidential.

The recommended steps for exchanging the documents with an individual employee includes:

- Issue 2 copies of the contract of employment to the employee in a sealed envelope
- Give the employee a timeframe to read, review and sign the contract

Please refer to a relevant Appendix 8.1 or 8.2 for a sample letter to accompany the new contract which gives instructions on what the employee needs to do upon receiving the contract. This letter should be amended to suit your particular situation.

Step 3: Be prepared to answer any questions from employees

Be prepared and open to answer any questions or clarify any points that your employees might have. Keep communication channels open, as otherwise your employees may start feeling anxious.

Be open to listening to your employee’s comments, they may raise some valid issues that need to be addressed.
**APPENDIX 13.20: NEW CONTRACT TERMS FOR EMPLOYERS AND EMPLOYEES**

**Step 4: Collect signed documentation**

Employees should sign both copies of the contract of employment, returning one to you and keeping a copy for themselves. Once the signed contract is returned, it should be placed on the personal file for future reference.

If the terms and conditions of employment (e.g. pay, hours etc.) have remained unchanged it is not essential to seek signed agreement from existing employees, however it would always be preferable.

If an employee refuses to sign a contract after open discussions and no changes to the basic terms have been put forward, make a record on their file that they were given the contract and were given opportunity to discuss and fully understand the contracts, include dates and evidence of the communications.

If the terms and conditions of employment are being changed then it is important for employers to seek agreement from the employee before implementing any change. In this situation the employer should receive a signed copy of the revised contract.

**For further information about what the employment contract is, when it starts and what the rules are under the law please see:**

Current information and guidelines on the Government website: [https://www.gov.uk/employment-contracts-and-conditions](https://www.gov.uk/employment-contracts-and-conditions)

ACAS website: [https://www.acas.org.uk/what-an-employment-contract-is](https://www.acas.org.uk/what-an-employment-contract-is)
SECTION 14: OTHER EMPLOYMENT LEGISLATION

This section provides information on:
- Equality Act 2010
- Data Protection Act
- Working Time Regulations
- Information Sources

14 OTHER EMPLOYMENT LEGISLATION

14.1 The Equality Act 2010

A new Equality Act came into force on 1 October 2010. The Equality Act brings together over 16 separate pieces of legislation into one single Act. Combined, this new act simplifies, strengthens and harmonises the existing legislation to provide Britain with a new discrimination law which seeks to protects individuals from unfair treatment and promotes a fair and more equal society.

The nine main pieces of legislation that have been merged are:

- The Equal Pay Act 1970
- The Sex Discrimination Act 1975 protects individuals from discrimination on the basis of Gender and Marital Status.
- The Race Relations Act 1976 protects individuals from discrimination on the basis of Ethnic Origin, Nationality, Race, or Colour.
- The Disability Discrimination Act 1995 prohibits discrimination against people with disabilities.
- The Employment Equality (Religion or Belief) Regulations 2003 protects individuals from discrimination on the grounds of Religion, Belief or Philosophical Belief.
- The Employment Equality (Sexual Orientation) Regulations 2003 protects individuals from discrimination on the grounds of Sexual Orientation.
- The Employment Equality (Age) Regulations 2006 outlaws discrimination on grounds of age.
- The Equality Act 2006, Part 2
- The Equality Act (Sexual Orientation) Regulations 2007

Areas of equality protected by law

This lists the following ‘Protected characteristics’ (equality strands) as being safeguarded by equality legislation:

- Age
- Disability
- Gender reassignment
- Pregnancy and maternity
- Race
- Religion and belief
- Sex
- Sexual orientation
**SECTION 14: OTHER EMPLOYMENT LEGISLATION**

What is unlawful discrimination?

Unlawful discrimination can take a number of different forms:

- You must not treat a person worse than someone else just because of a protected characteristic (this is called direct discrimination).
- You must not treat a person worse than someone else because they are associated with a person who has a protected characteristic.
- You must not harass a person.

**Direct Discrimination:** Where a person is singled out for unfair treatment simply for reasons of their gender, race, sexuality, etc.

*Examples:*
- A job advertisement specifically states that only UK nationals can apply;
- Applicants with foreign-sounding names are not shortlisted for a position;
- A woman is refused a job because the employer suspects that she might want to start a family in the near future;
- Refusing to interview or employ a person on the grounds of their disability.

**Indirect Discrimination:** An employer applies restrictions or conditions to a job, resulting in certain groups of people being particularly disadvantaged or restricted.

*Examples:*
- Using terminology such as 'energetic' or 'active' in a job advertisement;
- Selecting people on the basis of a written test;
- Setting job requirements such as 'must touch-type' or 'must have a driving licence';
- Job titles - e.g. Postman, Headmistress etc.;
- Work history - i.e. stipulating you want the last 6 months experience in retail;
- Making assumptions that a married person may not be prepared to work late nights or stay away from home;
- Work that requires unsociable hours or excessive travel;
- Language restrictions such as "Excellent spoken English" if not essential to the job;
- Requesting that applicants must have GCSEs or other UK-Specific qualifications;
- A policy of filling senior positions internally. From a pool of managers who are mostly white;
- Refusing to consider applicants from areas that may have a higher concentration of a particular race or religion.

**Questions about health or disability**

Except in very restricted circumstances or for very restricted purposes, you are not allowed to ask any job applicant about their health or any disability until the person has been:

- offered a job either outright or on condition, or
- Included in a pool of successful candidates to be offered a job when a position becomes available (for example, if an employer is opening a new workplace or expects to have multiple vacancies for the same role but doesn’t want to recruit separately for each one).
SECTION 14: OTHER EMPLOYMENT LEGISLATION

This includes asking such a question as part of the application process or during an interview. Questions relating to previous sickness absence count as questions that relate to health or disability.

No-one else can ask these questions on your behalf either. So you cannot refer an applicant to an occupational health practitioner or ask an applicant to fill in a questionnaire provided by an occupational health practitioner before the offer of a job is made (or before inclusion in a pool of successful applicants) except in very limited circumstances, which are explained next.

The point of stopping employers asking questions about health or disability is to make sure that all job applicants are looked at properly to see if they can do the job in question, and not ruled out just because of issues related to or arising from their health or disability, such as sickness absence, which may well say nothing about whether they can do the job now.

You can ask questions once you have made a job offer or included someone in a group of successful candidates. At that stage, you could make sure that someone’s health or disability would not prevent them from doing the job. But you must consider whether there are reasonable adjustments that would enable them to do the job.

What happens if I ask questions about health or disability?

A job applicant can bring a claim against you if:

- you ask health- or disability-related questions of a kind that are not allowed, and
- they believe there has been unlawful discrimination as a result of the information that they gave (or failed to give) when answering such questions.

The Equality and Human Rights Commission can take legal action against you if you ask job applicants any health- or disability-related questions that are not allowed by equality law. This includes sending them a questionnaire about their health for them to fill in before you have offered them a job.

When you are allowed to ask questions about health or disability?

You can ask questions about health or disability when:

- You are asking the questions to find out if any applicant needs reasonable adjustments to attend interview. This is important as it enables everyone to have a fair chance.
- But if you don’t advertise at all or you advertise in a way that won’t reach people with a particular protected characteristic, this might in some situations lead to indirect discrimination, unless you can objectively justify your approach.
- You can ask questions regarding disability for equality monitoring purposes but this would always be confidential and not seen by the selectors at any stage.
- You can ask similar questions where you intend to take positive action on disability or where having a disability is an occupational requirement of the job.
- Where the question relates to a person’s ability to carry out a function that is intrinsic (or absolutely fundamental) to that job. Where a health- or disability-related question would mean you would know if a person can carry out that function with reasonable adjustments in place, then you can ask the question.
**SECTION 14: OTHER EMPLOYMENT LEGISLATION**

If you do ask health related questions this new requirement doesn’t give the applicant a right to take you to a tribunal, rather they can complain to the Equality and Human Rights Commission. However, it is very important to remember that, despite this, if having asked health questions of a candidate you then do not employ that individual they may make a claim of discrimination against you and the burden of proof would be on you to demonstrate that you had not discriminated.

**The duty to make reasonable adjustments for disabled people**

Equality law recognises that bringing about equality for disabled people may mean changing the way in which employment is structured, the removal of physical barriers and/or providing extra support for a disabled worker.

This is the duty to make reasonable adjustments.

The duty to make reasonable adjustments aims to make sure that a disabled person has the same access to everything that is involved in getting and doing a job as a non-disabled person, as far as is reasonable.

When the duty arises, you are under a positive and proactive duty to take steps to remove or reduce or prevent the obstacles a disabled worker or job applicant faces.

Many of the adjustments you can make will not be particularly expensive, and you are not required to do more than what is reasonable for you to do. What is reasonable for you to do depend, among other factors, on the size and nature of the organisation.

If, however, you do nothing, and a disabled person can show that there were barriers you should have identified and reasonable adjustments you could have made, they can bring a claim against you in the Employment Tribunal, and you may be ordered to pay them compensation as well as make the reasonable adjustments.

In particular, the need to make adjustments for an individual worker or job applicant:

- must not be a reason not to appoint someone to a job or promote them if they are the best person for the job with the adjustments in place
- must not be a reason to dismiss a worker
- must be considered in relation to every aspect of a person’s job
- provided the adjustments are reasonable for you to make.

Many factors will be involved in deciding what adjustments to make and they will depend on individual circumstances. Different people will need different changes, even if they appear to have similar impairments.

You only have to make adjustments where you are aware—or should reasonably be aware—that an employee or applicant has a disability.

It is advisable for you to discuss the adjustments with the disabled person, otherwise they may not be effective.
**Which disabled people does the duty apply to?**

The duty applies to any disabled person who:
- works for you, or
- applies for a job with you, or
- tells you they are thinking of applying for a job with you.

It applies to all stages and aspects of employment. So, for example, where the duty arises you must make reasonable adjustments to disciplinary or dismissal procedures and decisions. It does not matter if the worker was a disabled person when they began working for you, or if they have become a disabled person while working for you.

**Occupational requirements**

If you can show that a particular protected characteristic is central to a particular job, you can insist that only someone who has that particular protected characteristic is suitable for the job. This would be an ‘occupational requirement’.

**Obeying another law**

You can take into account a protected characteristic where not doing this would mean you broke another law.

*For example:*
- A driving school must reject a 19 year old who applies for a job as a driving instructor because to offer them a job – even if they are otherwise the best candidate – would involve breaking the law because a driving instructor must be aged at least 21

**National security**

You can take a person’s protected characteristic into account if there is a need to safeguard national security, and the discrimination is proportionate.

**Good practice tips: using exceptions**

If someone disagrees with you and brings an Employment Tribunal claim, you may need to show why you thought an exception applied. When you’re making the decision:
- Look at the exceptions to see if they might apply to your situation or organisation.
- If you decide an exception does apply, keep a note of why you decided this.
- Tell people which exception you are using, for example, through the job advert if you use one to tell people about the recruitment

Thinking about what the job involves and what skills, qualifications and experience a person will need.

The next part of this guide tells you more about how you can avoid all the different types of unlawful discrimination in the following situations:
- Thinking about what the job involves and what skills, qualities and experience a person will need to do it
SECTION 14: OTHER EMPLOYMENT LEGISLATION

- Job adverts
- Application forms/ CVs
- Shortlisting applicants to meet or interview
- Interviews, meetings and tests
- Recruiting women who are pregnant or on maternity leave
- Equality good practice

For example:
Using positive action to recruit a wider range of people
Using monitoring forms during recruitment

Before you recruit a new worker or someone to replace a leaver, you will be thinking about what the job involves and the skills, qualities and experience a person will need to do it.

Avoid direct discrimination

You must avoid direct discrimination against people because of their protected characteristics in what you say or write about the job.

For example:
An employer tells a female applicant on the phone that they are unsuitable for a driving job because the job has always been done by a man before and that is what they are looking for this time.

Direct discrimination cannot be objectively justified for any protected characteristic except age. But don’t take this as meaning that equality law generally allows age discrimination or stereotyping.

For example:
An employer says in a person specification ‘must have youthful enthusiasm’. This would probably be direct discrimination because of age which the employer could not show to be objectively justified. What is actually needed is enthusiasm, which can be just as present in someone who the employer does not see as young, so the employer should not include the stereotype in the person specification.

Avoid requirements you cannot objectively justify

Of course, you will need the successful applicant to have particular skills, experience or qualifications to do the job.

If requirements like these are objectively justified, you can include them in what you say or write about the job and the person you are looking for, even if they exclude some people (for example, because people with a particular protected characteristic are less likely to be able to meet the requirements).

But if the requirements are not objectively justified to do the job, then using them might be unlawful indirect discrimination.

For example:
An employer specifies that a job must be done on a full-time basis without having looked at whether it might be suitable for part-time work or job sharing. The requirement to work full-
time would put women at a disadvantage compared to men because more women work flexibly because of childcare responsibilities. Unless the employer can objectively justify the requirement to work full-time, this is likely to be indirect discrimination because of sex.

**Churches and Equality Act 2010 Briefing Paper**

A copy of the Churches and Equality Act 2010 briefing paper can be downloaded from the Lay Employment Advisory Information section of the Methodist Church website.

### 14.2 Agency Worker Regulations

Workers supplied by a temporary work agency to work “temporarily for and under the supervision and direction of a hirer” are covered by the Regulations. These are workers commonly referred to as “temps” in the work place.

Upon completion of a 12 week qualifying period, an agency worker will be entitled to the same basic working and employment conditions as if he/she had been recruited directly by the hirer on day one of the assignment, whether as an employee or a worker. In identifying those terms, agency workers may compare their terms with direct recruits of the hirer working in “the same” or “broadly similar” role, not necessarily in the same office or establishment.

From day one, agency workers are entitled to the same access to job vacancies as permanent members of staff and collective facilities such as staff canteens, childcare facilities and transport services.

According to these regulations, unless the need for an agency worker is very short term, it is advisable to use an agency to simply source a temporary or permanent employee.

### 14.3 Asylum and Immigration Act 1996

Under this Act, it is illegal (for an employer) to employ a person if that person does not have the immigration authorisation to work in the UK.

The employer is therefore required to ensure that all prospective employees have the “right” to work in the UK. If an employer is found to be employing an illegal immigate they would be fined £10,000 per illegal employee.

At the Methodist Church, this check is made by advising all applicants that they will be required to bring in their passport that demonstrates their right to work in the UK on their first their date of employment. An administrator will make copies of their passport of legal documents on the day of the interview. Development and Personnel will make a final check on the candidate that is appointed.
14.4 Civil Partnership Act

The Civil Partnership Act gives same-sex couples, who have registered their partnership through the Civil Partnership Act the same legal rights and responsibilities as couples in a heterosexual marriage. They will therefore be able to bring a claim for discrimination on the grounds of sexual orientation if they are treated less favourably than a married couple by their employer.

14.5 General Data Protection Regulation (GDPR) and Data Protection Act 2018


As the Data Controller for local Methodist churches, circuits and districts is Trustees for Methodist Church Purposes, please refer to https://www.tmcp.org.uk/about/data-protection for further guidance.

14.6 Equal Pay Act

The right to equal pay between men and women for equal work under European law is set out in Article 141 of the EU Treaty. In the UK, it is found in the 2010 Equality Act.

The Act implies a sex equality clause into everyone’s contract of employment, modifying any term that is less favourable to someone of the opposite sex. The European Commission and the Equality and Human Rights Commission publish codes of practice, which although not legally binding, may be used in evidence in equal pay claims.

14.7 Fixed Term Employees Regulation

Employers must not treat fixed-term employees less favourably than permanent employees doing the same, or largely the same, job unless there is good reason to do so.

Fixed-term employees have the right to:

- the same pay and conditions
- the same or equivalent benefits package
- be informed about permanent employment opportunities in the organisation
- protection against being selected for redundancy or dismissal simply by virtue of being on a fixed term contract
- Anyone who’s worked continually for the same employer for 2 years or more has the same redundancy rights as a permanent employee.
- Auto Enrolment:
SECTION 14: OTHER EMPLOYMENT LEGISLATION

- Your employer legal duties will apply for employees on a short-term/temporary contract. What duties you will have towards these employees depend on their ages and earnings.
- If you wish, you can defer your auto enrolment date for up to three months by using a waiting period known as ‘postponement’ for employees on a short-term/temporary contract.

14.8 Rehabilitation of Offenders Act

This Act recognises that some criminal offences which people are convicted of, are not so serious that the conviction should render them unemployable for the whole of their working lives.

This Act therefore affords a number of different types of protection to persons who have been convicted of an offence, both in relation to its disclosure and in relation to their treatment by employers or prospective employers. Where an individual has received a “punishment” covered by the Act, after a rehabilitation period, this conviction will be deemed to have been “spent”, i.e. the individual may be treated as if he/she has never been convicted.

Once the conviction is “spent”, the “punishment” does not have to be disclosed to a prospective employer. Certain occupations are, however, exempt from provisions of this Act.

Where someone is applying for a post where they are likely to be in regular contact with young people, the elderly, disabled, alcohol/drug misusers and the chronically sick, individuals will be required to give brief details of all convictions (even though these may be spent under the Act) to a prospective employer.

The Methodist Church meets the requirements in respect of exempted questions under the Rehabilitation of Offenders Act 1974 and so applicants who are offered positions working with the young people will be subject to a criminal record check before the appointment is made.

Exceptions to the Act

There are some situations in which people will be expected to declare their convictions, even if they are spent. Some of the principal ones are:

- Appointment to any post providing accommodation, care, leisure and recreational facilities, schooling, social services, supervision or training to under 18s;
- Employment involving providing social services to vulnerable adults;
- Appointment to any office or employment involving the administration of justice (i.e. lawyers, police officers, probation officers, traffic wardens);
- Admission to the medical professions which have legal protection (i.e. doctors, dentists, nurses, chemists, health service posts);
- Appointment to jobs where national security may be at risk (i.e. certain posts in the civil service, defence contractors).
14.9 Working Time Regulations

The Working Time Regulations came into force in 1998. They are primarily a health and safety measure and give effect in UK law to the European Directive on working time. The Regulations provide for:

- A maximum 48-hour week averaged over 17 weeks excluding weeks when work was not carried out, for example, holidays or sick leave
- Regular breaks
- Paid annual leave
- Health checks for regular night workers
- Special provisions for young people aged less than 18.

When the regulations were introduced there was a facility for workers to exempt themselves from the 48-hour limit by signing a waiver agreement. This continues to be under review. Employers cannot exempt themselves from responsibility for providing a healthy and safe working environment even if an employee signs such a waiver.

It is unlikely that church employees will be required to work more than 48 hours on a regular basis. However, the regulation applies to all work and so care should be taken with employees who may have more than one job.

<table>
<thead>
<tr>
<th>All workers are entitled to have periods without work as follows:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- 20 minutes after 6 hours</td>
</tr>
<tr>
<td>- 11 hours in each period of 24 hours</td>
</tr>
<tr>
<td>- 24 hours in a period of 7 days (or 48 hours in a period of 14 days)</td>
</tr>
<tr>
<td>- 4 weeks in every year</td>
</tr>
</tbody>
</table>

There is no facility for waiving the regulation relating to breaks. An employer is expected to take reasonable steps to ensure that employees with more than one employer do not work outside the regulations.

14.10 Information Sources

1. The District Lay Employment Secretary
2. The Development and Personnel Office at Methodist Church House
3. Methodist Insurance PLC has a website at [www.methodistinsurance.co.uk](http://www.methodistinsurance.co.uk). Telephone queries 0845 606 1331. Email: enquiries@micmail.com

There are several government web sites that provide information about employment legislation;
SECTION 14: OTHER EMPLOYMENT LEGISLATION

4. Acas: The Independent Advisory, Conciliation and Arbitration Service:
   Telephone: 08457 47 47 47 (Monday–Friday: 08:00–20:00; Saturday: 09:00–13:00)
   Website: www.acas.org.uk

5. HM Revenue and Customs telephone helpline for employers is 08457 143 143.

6. Department for Business, Innovation and Skills (BIS)
   Website: www.bis.gov.uk; Telephone: 020 7215 5000

7. Direct gov:
   Website: www.direct.gov.uk

8. Business Link:
   Telephone: 0845 600 9 006; Website: www.businesslink.gov.uk

   Telephone: 0845 604 6610; Website: www.equalityhumanrights.com

10. The Health & Safety Executive has a web site at www.hse.gov.uk. There is also an Infoline by
telephone (0845 345 0055) open from 0800 until 1800 or e-mail
    (hse.infoline@connaught.plc.uk).

11. A number of NHS Trusts offer occupational health services for small employers in their area.
    Details can be found at www.nhsplus.uk.

12. The Chartered Institute of Personnel and Development (CIPD) offers a free helpline to
    members. Website: www.cipd.co.uk Telephone: 020 8612 6208

13. The Churches’ Agency for Safeguarding (CAS) has a web site at www.churchsafe.org.uk.
    Telephone enquiries relating to Disclosure applications 020 7467 5216. Requests for
    Disclosure forms telephone 020 7467 5206.

14.11 Good Practice Guides and Briefing Papers

The following Good Practice Guides and Briefing Papers can be downloaded from the Methodist
Church Website.

- Churches and Equality Act 2010 – Briefing Paper
- Good Practice Guide: Holidays and holiday pay
- Good Practice Guide: Performance management
- Good Practice Guide: Managing Individual Redundancies
- Probation: Line manager briefing on effective management of the probationary period

Last Date Modified: November 2019
## INDEX

<table>
<thead>
<tr>
<th>Subject</th>
<th>Section/Para</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accommodation</td>
<td>5.3, 10.7, 11, 12.7,</td>
<td></td>
</tr>
<tr>
<td>Adoption</td>
<td>8.5, 13.8</td>
<td></td>
</tr>
<tr>
<td>Advertisement</td>
<td>5.4, 12.8</td>
<td></td>
</tr>
<tr>
<td>Annual leave – see Holidays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Age discrimination</td>
<td>2.3, 5.2, 5.4, 14.1</td>
<td>Appendix 5.8-10</td>
</tr>
<tr>
<td>Application Form</td>
<td>5.5</td>
<td>Appendix 8.1&amp;2</td>
</tr>
<tr>
<td>Appointment Letter</td>
<td>5.7, 8.4</td>
<td>Appendix 9.1</td>
</tr>
<tr>
<td>Appraisal</td>
<td>13.2</td>
<td></td>
</tr>
<tr>
<td>Auto-enrolment</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank holidays</td>
<td>5.8</td>
<td>Under Part Time Workers</td>
</tr>
<tr>
<td><strong>C</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Workers</td>
<td>5.1, 12</td>
<td></td>
</tr>
<tr>
<td>Conditional Offers</td>
<td>8.2</td>
<td></td>
</tr>
<tr>
<td>Contract of employment</td>
<td>8.1</td>
<td>Under Verbal Offers</td>
</tr>
<tr>
<td>CPD</td>
<td>4, 12</td>
<td></td>
</tr>
<tr>
<td>CRB (now DBS), CRBS</td>
<td>4, 5, Apps 5.1-4, &amp; 8.6, 8.7, 8.8, App 2.2</td>
<td></td>
</tr>
<tr>
<td>Criminal record</td>
<td>2, App 2.1 &amp; 2.2, 5.5, 6.4, 8.2,8.7,8</td>
<td></td>
</tr>
<tr>
<td><strong>D</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Protection Act</td>
<td>7.9, App 7.1; 14.5</td>
<td></td>
</tr>
<tr>
<td>DBS (formerly CRB), CRBS</td>
<td>4, 5, Apps 5.1-4, &amp; 8.6, 8.7, 8.8, App 2.2</td>
<td></td>
</tr>
<tr>
<td>Disclosure</td>
<td>See DBS</td>
<td></td>
</tr>
<tr>
<td>Discrimination</td>
<td>2.3, App 2.1, 5.2, 14</td>
<td></td>
</tr>
<tr>
<td>Disability</td>
<td>2.3, 5.2, 7.8</td>
<td></td>
</tr>
<tr>
<td>Disciplinary</td>
<td>8.6, App 8.5, 13.3</td>
<td></td>
</tr>
<tr>
<td>Dismissal – See Termination &amp; Disciplinary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Lay Employment Secretary</td>
<td>1, 4</td>
<td></td>
</tr>
<tr>
<td>District Lay Employment Sub-Committee</td>
<td>1, 4, App 4.1,</td>
<td></td>
</tr>
<tr>
<td>District Chair</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td><strong>E</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employment Tribunal</td>
<td>2.3</td>
<td></td>
</tr>
<tr>
<td>Equality, Diversity &amp; Inclusion</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Equality, Diversity &amp; Inclusion Policy</td>
<td>App 2</td>
<td></td>
</tr>
<tr>
<td>EDI District Officer Job Description</td>
<td>App 2.1</td>
<td></td>
</tr>
<tr>
<td><strong>F</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed term contracts</td>
<td>2.3, 5.8, 12.2</td>
<td></td>
</tr>
<tr>
<td>Flexible Working</td>
<td>13.9</td>
<td></td>
</tr>
</tbody>
</table>

The Methodist Church | INDEX | November 2019
## INDEX

| G | Genuine occupational requirement | 5.4 |
|   | Grievance                        | 8.6, App 8.6, 13.3 |

| H | Health and Safety                | 5.1, 8.6, App 8.7 |
|   | Holidays                         | 5.8, See Working Time Regulations |
|   | Honoraria                        | 10.2 |
|   | Hours                            | 8.6, See Working Time Regulations |

| I | Income & expenditure estimates   | 4 |
|   | Income Tax                       | 10.4 |
|   | Induction                        | 13.1 |
|   | Interview                        | 6.3, 7 |

| J | Job description                  | 5.1, App 5.1 & 5.2, 12.5 |

| L | Legislation                      | 2, 14 |
|   | Living Wage                      | 5.8, 10.1, App 10.1 |
|   | Local Pay Arrangements           | 10.3 |
|   | Lone Working                     | 13.10, App 13.3 & 4 |

| M | Maternity                        | 8.5, 13.8 and Appendices |
|   | Maternity Leave Policy           | App 13.5 |
|   | Maternity Leave form             | App 13.6 |
|   | Letter re Maternity Pay and leaf | App 13.7 |
|   | Antenatal Appointment Request form | App 13.8 |
|   | New and Expectant Mother’s Risk Assessment form | App 13.9 |
|   | Keeping in Touch Days monitoring and pay form | App 13.10 |
|   | Maternity Flowchart              | App 13.11 |
|   | Medical Report                   | 8.2, App 8.1 (2) & 8.2 (2) |

| N | National Insurance               | 10.3, Appx 10.2 & 10.3 & 10.4 |

| O | Offer of Appointment             | 5.7, 8.1, 8.2 & 8.4 |
|   | Occupational Sick Pay            | 8.6, App 8.3 (13), 10.5 See Statutory Sick Pay |

| P | Parental Leave                   | 8.6, 13.8, App 13.7 Policy; Appx 13.12 |
|   | Parental Leave Information       | App 13.12 |
Parental Leave Application form  App 13.13
Shared Parental leave Policy  App 13.14
Mother’s intention to take SPL  App 13.15
Period of intended SPL form App 13.16
Mother’s Proposed end to SPL form App 13.17
Partner’s Intention to take SPL form App 13.18

<table>
<thead>
<tr>
<th>Part time workers</th>
<th>5.8</th>
<th>See Bank holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paternity</td>
<td>8.6, 13.8</td>
<td></td>
</tr>
<tr>
<td>Pay (including Remuneration)</td>
<td>8.6, App 8.3 (5) &amp; 8.4 (5), 10, Appx 10.2 &amp; 10.3 &amp; 10.4</td>
<td>See Living Wage, and Salary</td>
</tr>
<tr>
<td>Pension</td>
<td>8.3, 8.6, 9</td>
<td></td>
</tr>
<tr>
<td>Person Specification</td>
<td>4, 5.2; Appx 12.2 &amp; 12.4</td>
<td></td>
</tr>
<tr>
<td>Probationary period</td>
<td>8.6</td>
<td></td>
</tr>
</tbody>
</table>

**R**

| Redundancy | 13.6, App 13.1, App 13.2 |
| References | 7.6, 8.8, 14.5, 13.7 |
| Religious discrimination | 2.3 |
| Residency Arrangements | 11 | See Accommodation Off-set |
| Retirement | 8, 14 | See Pension |

**S**

| Safeguarding | 8.6 | See Disclosure |
| Safeguarding - Guidelines for applications from People with criminal record | Appendix 2.2 |
| Salary | 5.3 | See Pay |
| Sexual orientation | 2.3 |
| Scoring at interview | 7.9, App 7.1 |
| Shortlisting for interview | 6.2, App 6.1 |
| SSP | 8.6, 10.5 |
| Statement of terms and conditions of employment | 4, 5.8, 8.5 & 8.6, App 8.3 & 8.4 |

**T**

| Termination of Contract | 13.5 |
| Terms and Conditions | 4, 5.8, 12 |

**V**

| Variations to Contract | 13.4 |
| Verbal offers | 8.1 |
| Volunteers | 10.2 |

**W**

| Warnings | See Disciplinary |
| Working Time Regulations | 8.6, App 8.3 & 4 See Holidays |
| Written Statement of Terms and Conditions | See Statement of Terms & Conditions |

**Y**

| Youth Workers | 5.2, 12, Appx 12.1 & 12.2 |