



ST. JUSTUS

Valuing All, Building One Another Up in Faith,
Sharing the Love of Jesus



St Justus Parish Staff Handbook

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1. Introduction

Welcome to the parish of St Justus, Rochester. We serve the communities of the Dickens and Warren Wood estates and have done so since the 1950's when the first church was built. The hurricane of 1989 destroyed the original St Justus building, and our current building, dedicated in 1991, is designed to be a flexible space for the whole community to use. We have been a venue for the Medway Winter Night Shelter, hosted many community groups over the years and continue to hire the hall for a range of activities.

Our paid staff are our vicar, curate and part-time cleaner. Our Ministry Team, Church Wardens and Parochial Church Council (PCC) share oversight of the day to day running of the church and of its mission. Most of us are volunteers giving of our best in terms of time and talents for the building of God's kingdom in this place.

Revd Canon Dr Helen Burn, Vicar

2. Mission, Vision, Values

Our Vision Statement is 'Valuing All, Building One Another Up in Faith, Sharing the Love of Jesus.'

Our current priorities are to attract and integrate more families into the worshipping life of the church, and to continue to find creative ways to listen to and reach out to our local community.

Mission statement

- We seek to be people open to God's Spirit where everyone has gifts to offer and all have a valued place
- We are committed to seeing people grow into wholeness through worship, prayer, time together and serving others
- We seek to share the love of Jesus through engagement with our local community: celebrating its life, responding to its needs, and playing our part in its wellbeing

3. Recruitment

- 3.1 Vacancies within The Parish will be advertised on the Parish website, on the Diocesan website and in any other publications as appropriate to the role. Current employees are free to apply without prejudice to their existing roles.

Applications should be sent to the Vicar and will remain confidential.

Interviews are normally carried out by the Vicar and a Churchwarden. The successful candidate will be contacted and offered the role, subject to references and any other necessary checks.

In accordance with the provisions of the Employment Rights Act 1996 (and amendments thereof), a Statement of Terms and Conditions of Employment will be issued to all new employees.

- 3.2 References

It is The Parish's policy to seek at least two written references, one of which must be from a previous employer (or, if this is the prospective employee's first job, their school teacher or lecturer), documentary proof of qualifications, eligibility to work in the UK and (if appropriate) a clear Disclosure and Barring (DBS) check.

- 3.3 Probationary Period

The first three months of your employment will be a probationary period, during which time the PCC will assess your overall performance and suitability for the role. During this period, your employment may be terminated on 1 weeks' notice. The PCC may decide to extend your probationary period for a further 3 months.

4. Standard Terms and conditions of employment

- 4.1. *Standard of Behaviour*

The PCC expects a high standard of Christian behaviour from its staff. You are expected to perform your duties diligently and to the best of your ability, showing courtesy and civility towards your colleagues and the public.

- 4.2. *Employer*

The following particulars include the written statement required to be given to you under Section 1 of the Employment Rights Act 1996. Your Employer is the Parochial Church Council (PCC) of St Justus, Rochester. The HR Sub-Committee is a sub-committee of the PCC which oversees employment practice for employees at St Justus. The members of the HR Sub-Committee are the Vicar, Treasurer and both Churchwardens.

- 4.3. *Job title and Responsibilities*

Your job title and key responsibilities are set out in your Role Description. The role description will be reviewed from time to time. It is The Parish's intention that the written

description of your job duties and responsibilities should serve as a guide to the major areas for which you will be accountable.

As the Parish evolves, the obligations upon you will vary and develop. The Parish reserves the right at any time during your employment and with reasonable notice, to ask you to undertake any duties that fall within your capabilities.

4.4. *Probationary period*

The first three months of your employment will be a probationary period, during which time the PCC will assess your overall performance and suitability for the role. During this period, your employment may be terminated on 1 weeks' notice. The PCC may decide to extend your probationary period for a further 3 months.

4.5. *Place of work*

Your normal place of work for all staff is the Parish Office. However, there may be occasions when travel may be required to be undertaken during the course of employment with The Parish, the cost of which will be paid for by The Parish. On occasions, you may be allowed to work from your home. If this is the case you will need to abide by The Parish's working at home practice.

4.6. *Hours of work*

- 4.6.1. Whilst your standard working week is 10 hours per week exclusive of a lunch break, particular roles may require different arrangements with the actual days and hours per day being agreed with your Line Manager. The PCC reserves the right to vary these hours.
- 4.6.2. Whilst your travel to attend work-related meetings will be included as working time, travel to and from work are not included.
- 4.6.3. Hours of work are subject to either of the following:
 - **Pastoral and operational staff.** In view of the nature of The Parish, it may be necessary to work additional hours as part of your responsibilities, for which no overtime payment is due. Time off in lieu (TOIL) may be granted depending on circumstances and agreed with your Line Manager. If this becomes a regular occurrence, the hours of work and remuneration may be reviewed by the HR Sub-Committee.

4.7. **Remuneration**

- 4.7.1. The Parish is committed to the principle of equal pay for men and women. Women and men employed by us are entitled to equal pay if they are undertaking work which is substantially similar or is of equal value, unless there are specific and clear reasons unconnected with their sex which explain and justify any differential in pay. In some cases individual carrying out similar work may receive different salaries because of seniority, increments, qualifications and other such factors. In this context 'pay' includes not only remuneration but also other benefit of employment such as promotion and training opportunities.
- 4.7.2. Your salary during the term of your employment with the PCC is stated in your offer letter and your terms and conditions of employment. All remuneration is payable in monthly instalments (less tax and deductions) in arrears by bank credit by the last working day of each month.
- 4.7.3. Your salary may be subject to an annual review that will be undertaken by the HR Sub Committee with the effective date being 1st January.

4.8. *Benefits*

4.8.1. The PCC will comply with its responsibilities under Pension Auto Enrolment legislation. Upon joining, your eligibility will be assessed and you will be forwarded details separately.

- If you join the scheme, you will pay an amount into your pension scheme each month through your pay. In addition the PCC as your employer will make a contribution into the pension scheme.
- More detailed information specific to an individual's circumstances will be supplied separately. Independent pension advice should be sought by the staff member as The Parish cannot do so.

4.9. Holidays and other leave of absence

- Your leave entitlement is 20 days' paid holiday in addition to bank and other public holidays. If your employment starts or finishes part way through a holiday year, your holiday shall be calculated on a pro-rata basis, rounded up to the nearest half day.
- Leave accrues on a pro-rata basis during a calendar year. Any leave outstanding at the end of the calendar year must be taken by the end of March of the following year. Leave not taken by then is likely to be forfeited.
- Leave may normally be taken on the dates for which you ask, but there may be times when this is not possible. You should request any leave at least 1 working week ahead of the first day of leave.

4.10 **Collective agreement**

There are no collective agreements affecting your employment.

5. Termination of Employment

5.1. During the first 4 weeks of employment, employment may be terminated without notice. On completion of four week's employment, a notice period of one week will apply during any probationary period.

5.2. Thereafter four weeks' notice, or more, as required under the provision of the Employment Rights Act 1996, will be given. i.e. (5 weeks upon completion of 5 years' service to a maximum of 12 weeks after completion of 12 years' service.)

5.3. The Parish reserves the right to make a payment in lieu of notice at its absolute discretion. There is no right for an employee to receive a payment in lieu of notice except by The Parish's discretion.

5.4. There may be the requirement to work all or part of a notice period at home (Special Leave) for which remuneration will be paid in the usual way.

5.5. In the event of gross misconduct, The Parish reserves the right to terminate employment summarily and in that case the periods of notice described above will not apply nor will any payment in lieu of notice be considered.

- 5.6. References are usually sought by new employers. The PCC is under a duty to ensure that references given are true, accurate and fair.

6. Resignation From Employment

- 6.1. You are required to give The Parish one month's notice in writing to terminate your employment, unless otherwise stated in your terms and conditions of employment.
- 6.2. If an employee terminates their employment without giving notice, or working the required notice period as indicated in their individual statement of main terms of employment (statement of particulars), they will have an amount equal to any additional cost of covering duties during the notice period not worked deducted from any termination pay due to them. This is an express written term of an individual's contract of employment. They will also forfeit any contractual accrued annual leave pay due over and above statutory annual leave pay.
- 6.3. On the termination of your employment you must return to The Parish all property which belongs to the PCC. Failure to return such items will result in the cost of the items being deducted from any monies outstanding. This is an express term of the contract of employment.

7. Equal Opportunity and Diversity Policy

- 7.1. The Parish is a Christian organisation committed to social justice and actively opposed to discrimination in society. We believe that all people are created equal in the sight of God and that all people should therefore be treated equally.
- 7.2. The PCC is an equal opportunities employer. We are committed to ensuring that no job applicant or employee will receive unlawful, less favourable treatment because of their sex, or gender, marital or family status, age, ethnic or national origin, nationality, disability, race, colour, pregnancy or maternity, part-time or fixed-term status, unless it can be shown to be legally justifiable.
- 7.3. Entry to employment and promotion or change of post is determined by personal merit and ability relevant to the purposes of The Parish and the context of the post.
- 7.4. The Parish is a Christian organisation committed to building Jesus' model of the Kingdom of God on Earth. Accordingly, these are posts which can only be filled by Christians. The nature of these posts, or the context in which they are carried out and their link to the ethos of The Parish give rise to an Occupational Requirement (OR) for the post holders to be Christians. All staff in these posts need to demonstrate a clear, personal commitment to the Christian faith.
- 7.5. All employees have personal responsibility for the practical application of this policy. This includes maintaining acceptable standards of personal behaviour towards colleagues and church members alike.

- 7.6. Special responsibility for the practical application of the Church's equal opportunities policy falls upon clergy and line managers involved in the recruitment, selection, promotion and training of employees.
- 7.7. The Church's grievance procedure is available to any employee who believes that he or she may have been unfairly discriminated against. In the case of any doubt or concern about the application of this policy, a member of staff should consult the Vicar or their Line Manager.
- 7.8. Disciplinary action will be taken against any employee who is found to have committed an act of unlawful discrimination. Serious breaches of the equal opportunities policy will be treated as gross misconduct, as will sexual or racial harassment.

8. Performance Review Policy

- 8.1. During your period of employment with the PCC, your standard of performance will be formally assessed annually. This will be in addition to other more frequent informal discussions and meetings at which both Line Manager and employee can explore working relationships, suggestions, and views on what is going well and talk through any concerns, training needs, or challenges, in an environment of mutual respect and support.
- 8.2. Brief notes should be taken at these meetings so that issues can be tracked and followed up in future meetings. A copy of these notes will be made available to the employee and kept in the employee's personnel file.
- 8.3. Where there are issues of capability (i.e. what is done, and how it is done - issues relating to skill, health, physical or mental quality), it may be appropriate to follow a Capability Process which will, by following fair and due process, provide support for both the employee and the PCC.

9. Staff Development Policy

- 9.1. The Parish is committed to the development of every member of the staff team. Specifically this is a commitment to growth in relationship with God, in relationships with the rest of the staff team and in their effective use of their gifts.
- 9.2. *You are entitled to the following development opportunities following the successful completion of your probationary period:*
 - 9.2.1. *Growth in effective use of your gifts*
 - *An annual documented appraisal and six-monthly interim review.*
 - *Discussion and consultation on training requirements as identified during your appraisal discussion and regular, monthly one-to-one meetings with your line manager.*

10. Family Friendly Policies

The PCC is committed not only to their staff members, but also to their family circumstances.

The aim of these policies is to enable staff to plan their leave arrangements following the birth, or adoption, of a child in a way that complies with their legal requirements, supports their work life balance and helps the team to make arrangements in good time to provide appropriate cover.

10.1 Special Leave

From time to time employees may request time off from work for specific reasons which could be for reasons of compassionate leave following bereavement, public duties, medical appointments and domestic incidents or other personal circumstances.

10.1.1 Medical, dental or other appointments:

- These should be made as far as possible outside working hours. Where this is not possible, an employee should be encouraged to apply flexible working arrangements to accommodate appointments so that work can be completed. Where appropriate, reasonable paid time off may be granted.
- Except for ante-natal care, it is expected that time off in working hours is made up. If not it may be necessary to utilize part of the annual leave entitlement at the discretion of The Parish.

10.1.2 Compassionate leave

- Five days paid leave is given for the death of a close family member. If you do not feel able to return to work after 5 days paid leave, you may consult with your line manager to discuss other arrangements for further time off. Individuals' reactions to a bereavement or major personal or family circumstance can vary greatly and setting fixed rules would be insensitive and inappropriate. Where difficulty arises the *[HR Sub Group or Remuneration Committee, or equivalent]* will give advice on arrangements for time-off, in consultation with your line manager.

10.2 Time off for Dependents

10.2.1 All employees may take a reasonable period of time off work to deal with any emergency involving a dependant. A dependant is the partner, child or parent of the employee, or in some circumstances, someone who lives with one employee as part of their family.

10.2.2 An emergency could be any unexpected or sudden problem involving someone who depends on your help or care. The following are some examples of reasons for taking dependants' leave:

- To deal with an unexpected disruption or breakdown of care arrangements for a dependant and to make necessary long term arrangements.
- To deal with an unexpected incident involving your child during school hours.
- If a dependant falls ill or has been involved in an accident or assaulted, including where the victim is hurt or seriously distressed rather than injured physically.

10.2.3 There is not a set time limit to the amount of time off which can be taken. As a guideline, in most cases the amount of leave will be one or two days for illness or emergency, and five days in cases of immediate family bereavement. The exact amount will depend on individual circumstances.

10.2.4 The time off is unpaid, unless agreed otherwise by the Vicar and your line manager, in light of the circumstances. In some circumstances the employee may also make up the hours at another time suitable to both the employee and line manager. This must be done within an agreed time frame with your line manager which would normally be within two weeks.

- 10.2.5 In some circumstances it may be possible to work from home for a period of time, however, this will depend on circumstances and be at the discretion of your line manager.)
- 10.2.6 Time off may be granted regardless of your length of service. If you do need time off you should contact your line manager as soon as you possible.

10.3 Maternity Leave

- 10.3.1 An employee should inform their manager as soon as possible of their pregnancy in order to receive information/advice regarding their entitlement to maternity leave and pay and, in order for appropriate Health and Safety assessments to be undertaken. However, it is recognized that some employees may not wish to announce their pregnancy during the early stages.
- 10.3.2 An employee has the right to paid time-off for ante-natal care regardless of the length of service or the number of hours that they work. An employee will need to obtain authorization to take the time off from their manager and provide evidence of their ante-natal appointments and/or a certificate from their GP confirming the pregnancy.
- 10.3.3 An employee, regardless of their length of service will be entitled to:
- 26 weeks' paid ordinary maternity leave Ordinary Maternity Leave (OML), and
 - 26 weeks' additional maternity leave Additional Maternity Leave (AML) (of which 12 are paid and 12 unpaid).
- 10.3.4 Claiming entitlements and benefits
- Once an employee has decided when they wish to commence maternity leave, they must give a minimum of 28 days' notice, in writing. If this is not reasonably practicable they should discuss options with their line manager.
 - They must confirm the following details:
 - Their full name and place of work
 - The expected date of childbirth
 - The date the employee is intending to commence maternity leave cannot start before the beginning of the 11th week before the expected week of confinement.
 - An employee has the right to change the date they wish to commence their maternity leave. However, they must give a reasonable period of notice.
 - Depending on the employee's length of service, they are entitled to claim Statutory Maternity Pay (SMP), (what the state pays) and Contractual Maternity Pay CMP (what the PCC as the employer pays).
 - Employees are not able to receive both maternity pay and salaried pay at the same time.
 - **Contractual Maternity Pay (CMP)** is paid to employees who have least one year's continuous service at the beginning of the 11th week before the expected week of childbirth.
 - CMP is calculated as 9/10th of weekly pay during the first 6 weeks and 12 weeks' half pay together with their SMP if they qualify for this. However, the total pay must not exceed an employee's normal full weekly pay.
 - **Statutory Maternity Pay (SMP)** is paid to employees in the following circumstance:
 - When an employee is employed by the end of the 15th week before their baby is due (qualifying week) and where they have:

- Completed at least 26 weeks continuous service at the DBF at the qualifying week
- Given 28 days' notice confirming the commencement date of their maternity leave
- Their average earnings are above the lower earnings limit for National Insurance contributions
- They are still pregnant at the 11th week before their baby is due or have had their baby by that time.
- CMP is calculated on the individuals' actual weekly pay. If employees are entitled to SMP then this will be based on the average of the two month's pay which falls on or before the qualifying week i.e. 15 weeks before the expected date of childbirth.
- If an employee has been employed for less than 26 weeks they will not be entitled to SMP or CMP. The employee will need to seek advice from the Department of Work and Pensions to identify whether they qualify for maternity allowance. The Payroll Officer will issue an SMP 1 form to confirm that that no payment will be made from the employer.
- **Starting maternity leave and pay.** Maternity leave/pay can start on any day of the week but not before the beginning of the 11th week before the expected week of childbirth. However, if an employee gives birth before the start of their maternity leave, then their maternity leave/pay will start the day after the birth.
- **Income Tax** Payments of SMP and CMP are subject to income tax in the same way as normal earnings.
- **National Insurance** Payments of SMP and CMP are subject to National Insurance contributions in the same way as normal earnings.
- Along with the first maternity payment, an employee should receive a letter from the PCC which will confirm details of:
 - The date the maternity pay starts
 - The rates of maternity pay an employee will receive
 - The period over which the maternity pay will be paid.
- **Pregnancy related illness before maternity leave commences**

If an employee is absent from work, due to a pregnancy related illness, at the beginning of the 4th week before the expected week of childbirth, this absence will trigger the start of an employee's maternity leave. In this case, an employee's maternity leave will commence on the day after the first day of absence after the beginning of the 4th week before the expected week of childbirth.
- An employee must inform their manager if their baby arrives before they commence maternity leave so that revised date for their return to work from maternity leave can be confirmed.
- Working during maternity leave (keeping in touch days)

Keeping in Touch (KIT) days allows an individual to work up to 10 days during maternity leave without losing the right to maternity pay or bringing the leave to an end.
- Both the employee and their manager must agree to KIT days being worked. However there is no obligation for the individual to attend work or any obligation for the PCC to arrange KIT days.

- In the case of part-time employees, pay will be calculated, based on the employees average weekly contracted hours over 5 days, to ascertain an average days hours/pay, rather than a reflection of the actual weekly working pattern i.e. specific days worked each week prior to maternity leave.
- Regardless of whether someone is full-time or part-time, the principle remains that if the maternity pay already equates to or exceeds the pay the employee would normally have received for working a KIT day, no further remuneration would be payable. If, however, the work completed during the KIT day equates to more than the pay received, they will be paid the difference.
- Whether a whole day has been worked or only part, one whole KIT day will be deducted from the 10 days entitlement.
- A KIT day cannot take place during the first two weeks following the birth of a child.
- KIT days are not an extension to ordinary or additional maternity pay period i.e. they cannot be used at the end of maternity leave to extend the period.
- **Returning to work after maternity leave**
Under current regulations, the PCC will assume that an employee will return to work at the end of their maternity leave and will notify the employee of their return date.
- If an employee wishes to return to work before their official return date, then they must give their manager the appropriate notice of 28 days of their early return.
- An employee must return to regular contracted work for at least three months, in order to keep their payments of CMP. Failure to return will result in an employee being liable to refund the 12 weeks half pay which they have received. If an employee is uncertain as to whether they will return for three months, the PCC is prepared to withhold the 12 weeks half pay until an employee returns to work. They will then arrange for the amount due to be paid as a lump sum less deduction for income tax and national insurance etc. Employees must inform the PCC if they wish the 12 weeks half pay to be withheld until their return to work.
- When it has been agreed that an employee can return to work on a different contractual basis, i.e. part-time, job-share – there is no requirement for a longer return to work than the 3 months referred to above.
- When it has been agreed that an employee can take parental leave or a career break immediately following the expiry of maternity leave, the requirement for the employee to return to work for at least 3 months still exists, but is effectively, deferred until the end of the period of unpaid leave.
- An employee has the right to return to the job in which they were employed prior to the maternity leave period. Where it is not practical to return to your original job because of redundancy or other exceptional circumstance, e.g. reorganization, you will be offered a suitable alternative job where one exists. The offer of suitable alternative employment should be on terms and conditions that are no less favourable had you not been on maternity leave.
- If an employee decides not to return to work after the maternity leave period, they must write to their Line Manager informing them of their decision to resign from their post, giving the necessary contractual notice period.

10.3.5 Maternity Leave and Annual Leave

- The period of absence on maternity leave will be counted as “service” for the purposes of annual leave. An employee must take their annual leave in the current year before the commencement of their maternity leave. Where it is not possible to take the annual leave entitlement before the commencement of the maternity leave period, for example where the baby arrives early, then this leave can be taken after the maternity leave period.
- If the employee decides to return to work in the current leave year then they may take their annual leave entitlement once they have returned to work. They may only carry a maximum of days leave into the following year if agreed by the Remuneration Committee in advance.
- If an employee is unsure whether they will be returning to work, they will be advised to take only an amount based on their anticipated service in the current leave year. This will avoid the employee having to repay money in respect of any excess annual leave taken. If the employee returns to work they will be entitled to any outstanding leave entitlement due to them in that leave year, subject to the normal carry over arrangements.
- An employee is entitled to receive their entitlement to any bank holidays that fall during the ordinary maternity leave period only. When it is clear when the maternity leave will start and bank holidays fall during the period, then they will be added onto their annual leave entitlement and should be taken, where possible, before the commencement of maternity leave. Where an employee is unable to take their entitlement to bank holidays before the commencement of maternity leave then these can be taken after the maternity leave ends.

10.3.6 Health & Safety during pregnancy

- A pregnant employee is given specific health and safety protection under the European Union “Pregnant Workers Directive” and the Management of Health & Safety at Work Regulations 1999 and the Working Time Regulations 1998.
- The Parish has to assess the risks to which employees may be exposed in the course of their work, and must now bear in mind the risks to new and expectant mothers and their unborn child. Employees are reminded that they also have a responsibility to identify any areas of work and work practices, which might adversely affect their work health and safety.
- Where a risk cannot be avoided, the manager will discuss with the employee what measures can be taken to minimize the risks. Following the appropriate risk assessment, in exceptional cases and where suitable alternative work cannot be found, it may be necessary to consider alternatives.

10.3.7 Miscarriage and Still Birth

- These maternity provisions do not apply if you suffer a miscarriage before the 24th week of pregnancy. You will be entitled to take sick leave in accordance with the sickness absence policy.
- If you have a still birth after the 24th week of pregnancy, you will be entitled to the maternity scheme in full.

10.4 Adoption Leave

10.5 Paternity Leave

- 10.5.1 An employee who is the father of the child (adopted, foster or birth) or married to, or the partner of, the child's mother, is entitled to paternity leave if he has the responsibility of the child's upbringing.
- 10.5.2 **Qualifying criteria.** The employee must have been continuously employed for at least 26 weeks ending with the week immediately preceding the expected week of childbirth.
- 10.5.3 There is a right to paternity leave even if the child has died or was stillborn after 24 weeks of pregnancy.
- 10.5.4 **Leave arrangements.** Employees should inform their Line Manager as soon as possible of their partner's pregnancy and this must be given in writing at least 15 weeks before the beginning of the week when the baby is due. Notice must be given of the expected week of delivery, the length of leave to be taken and the start date. This date can be varied with reasonable notice depending on the individual circumstances.
- 10.5.5 The employee is entitled to take either two consecutive weeks paid leave, but not two separate weeks or individual days and the leave must be taken within 56 days of the child's birth.
- 10.5.6 The employee is entitled to return to the job in which he was previously employed or to a suitable and appropriate post (having followed the required procedures).
- 10.5.7 **Additional paternity leave.** Additional Paternity Leave allows employed fathers who are eligible to take up to an extra 26 weeks leave to care for their new baby, if the mother returns to work before the end of her maternity leave.
- 10.5.8 Additional Paternity Leave can be taken anytime from 20 weeks after the child is born, but it must have finished by the child's first birthday.

10.6 Parental Leave Policy

- 10.6.1 Statutory parental leave is un-paid. The purpose of parental leave is to care for your child. This means looking after their welfare and could include making arrangements for the good of your child.
- 10.6.2 To qualify you must have worked at least one year's continuous service for the PCC.
- 10.6.3 Parental leave is available if you have a child aged under 5 (or under 18 if your child is disabled).
 - You are entitled to take up to 13 weeks unpaid leave in respect of each child for whom you are qualified to take parental leave. If you are not qualified to take parental leave you could take paid holiday, ask for unpaid time off or request a flexible working arrangement.

10.7 Working from Home Policy

- 10.7.1 In some circumstances it may be suitable for you to work from home. Time spent working from home should always be agreed in advance with your line manager.
- 10.7.2 You will be responsible for ensuring your work station is set up in a way that ensures you maintain normal office health and safety standards.
- 10.7.3 You should keep your manager informed of any issues affecting your work such as sickness just as if you were working on site.
- 10.7.4 If working at home forms a regular part of your working pattern you and your manager should refer to the booklet "Working from Home" J. Truscott. 2010. (Appendix 4).

10.8 Flexible Working Policy

- 10.8.1 An employee may have the right to request flexible working arrangements. Flexible working is 'any working pattern adapted to suit your needs' where you have a

responsibility to look after a child or someone who lives with you. The Remuneration Committee has a duty to consider properly any request for flexible working and to give reasons where a request cannot be agreed.

10.8.2 Employees who do not have the legal right to request flexible working are, free to ask if they can work flexibly.

10.8.3 If you are going to make a request for flexible working arrangements you should:

- Make a dated request in writing well in advance of when you want it to take effect.
- State that the application is made under the statutory right to request a flexible working pattern.
- Give details of the flexible working pattern you are applying for, including the date from which you want it to start.
- Explain what effect you believe the new working pattern would have on The Parish, and how any effects might be dealt with.
- State whether you have made a previous application and, if so, when.

10.8.4 Severe Weather Conditions or Travel Disruption

- The following policy aims to clarify what an employee needs to do when there are travel difficulties associated with bad weather.
- If you cannot get to work because of travel disruption or due to severe weather conditions such as snow, you should talk to your line manager as soon as possible.
- Once the employee has contacted the manager, agreement may be reached as to how the day is treated.
- If an employee is unable to get to work there is no statutory legal requirement for them to be paid. However, your line manager may suggest the following:
 - The employee takes annual leave
 - The employee takes unpaid leave
- In some circumstances it may be possible to work from home (this will be at the discretion of your line manager).
- In some circumstances the employee may also make up the hours at another time suitable to both the employee and line manager. This must be done within (an agreed time frame with your line manager which would normally be within 2 weeks).

10.9 Sickness and Managing Absence Policy

10.9.1 Payment of SSP (or any other payment during sickness) is conditional upon your notifying your line manager of your incapacity for work and upon certifying your absence.

10.9.2 On the first day of absence you should contact your line manager by telephone by 9.30am, explaining the reason for absence and the probable length of time of being absent. You should keep your line manager informed of your condition every 2 days.

10.9.3 The Parish may require you to complete and sign a self-certification describing the reason for your absence due to illness if for less than three days.

10.9.4 During periods of absence from work due to sickness or injury an employee will be entitled to receive Statutory Sick Pay (SSP) at the appropriate rate, subject to any statutory exceptions which may apply.

- 10.9.5 There will be no accrual of holiday (except where subject to entitlement under the Working Time Directive) when absent from work due to sickness for 4 consecutive weeks or more.
- 10.9.6 There may be entitlement to receive payment of salary from The Parish on the following basis: SSP will be paid by the PCC where appropriate in accordance with the legislation in force at the time of absence; thereafter sickness benefit may be paid by the Department of Work & Pensions (DWP). The amount of SSP due will be offset against your pay during sickness to the extent that this meets the SSP liability and will be subject to income tax and national insurance deductions.
- 10.9.7 In addition, to SSP, for employees who have more than 26 weeks of continuous employment with the Parish, the PCC will pay additional sick pay for up to [for example, 20 workdays of certified absence (after the initial 3 day self-certification period), within any period of 12 months.
- 10.9.8 If you are absent due to illness for more than seven days (usually five working days), a doctor's statement or private certificate must be forwarded at the appropriate intervals to cover the period of your unfitness for work.
- 10.9.9 We may require that a medical practitioner examine a staff member at The Parish's expense and in The Parish's time in circumstances where The Parish considers such an examination necessary, or where you have been absent or it appears you are likely to be absent for a lengthy period. This request will comply with the provisions of the Medical Disclosure Act.
- 10.9.10 **Returning to work:** upon any return to work where the absence was confirmed or authorised by a doctor's certificate, the employee needs to report to their Line Manager. The Line Manager may choose to hold a 'Return to Work' interview with the employee. A record of this meeting will be kept and will be agreed by the employee and line manager. This note will be kept in your personnel file.
- 10.9.11 Where sickness absence is long-term, or for recurrent absences, The Parish may arrange for the employee to be referred to a medical specialist, for an Occupational Health Report. This will establish that the employee is returning safely, and will be supported appropriately. Where appropriate a phased return to work may be necessary to assist the individual take up their role in a managed way.
- 10.9.12 **Long term sickness.** Long-term sickness is defined as a period of absence, which continues for a number of consecutive weeks/months, and where there is no imminent or foreseen date of return. During a period of prolonged sickness absence the line manager will arrange to visit the employee to discuss progress and to keep them informed of news.
- 10.9.13 If on the basis of an Occupational Health Report (see above) which states that an individual is unable to return to work or that they are unable to continue their present role three options may be considered
- Possible alternative employment.
 - Early retirement.
 - Termination of employment.

11 Health and Safety Policy

- 11.1 The Health & Safety at Work Act 1974 imposes far-reaching obligations on employers, employees and volunteers to ensure the safety and welfare of people in the work place by trying to eliminate all practicable risks of injury, damage and waste.

- 11.2 The PCC is committed to ensuring the Health, Safety and Welfare of its employees, contracted staff and volunteers and all who use its church and non-church premises (whether or not this is for specific church business) and take part in its activities, wherever these may occur. Our aim is to ensure that the premises used are maintained as a safe and healthy environment and that our activities are arranged so that the risks of accident or work-related ill health are avoided as far as reasonably practical.
- 11.3 The Health & Safety Policy, these Guidelines and Arrangements and the Risk Assessment Process fall within the remit of the Health and Safety Sub-committee of the PCC and will be reviewed annually in the light of legislation, regulations and practice, and revised as necessary; any changes of policy will need to be ratified by the full PCC and then communicated to all concerned. A review without change can simply be noted by the PCC.

The Parish 's responsibilities.

- At the commencement of your employment by The Parish you will be issued with the Health and Safety Policy.
- You are required to read and abide by The Parish Health & Safety Policy, [*specify where it can be found*]. If you do not understand any provisions or have any questions, you should discuss the matter with the Health & Safety Officer [*enter name*]. Failure to comply with such regulations is a serious matter and may result in disciplinary action.
- If you use a VDU as a significant part of your normal working day, The Parish will provide appropriate training and assessment of your needs and you should ensure that your work station is set up in as comfortable a position as possible. You should read and be familiar with the pamphlet "Working with VDU's".
- Should you sustain any injury during the course of your work, you should immediately report it and ensure that it is entered in the Accident Report Book which can be found [*enter location of Accident Report Book*].
- Free eye tests for employees who are "habitual" users of display screen equipment can be organized on request. If you require glasses specifically for VDU the PCC will reimburse you for the cost of a basic adequate pair of spectacles. Where employees want to purchase more expensive pairs, or choose optional treatments, the PCC will pay up to the cost of the value of the basic pair.

Employee responsibilities.

- You must read and keep the Health and Safety Policy.
- All employees should be aware of personal Health and Safety responsibilities and remain alert to any issues, concerns and potential risks which must be reported as soon as possible.
- All employees have the responsibility to be mindful of their own safety and that of others including visitors at all times.
- If at any time staff feel personally threatened they should call the personal attack alarm. If this is ever sounded all staff in the building should take responsibility for investigating the situation immediately.
- If an employee has serious concerns about any breach of Health and Safety that have not been acted upon or resolved they should raise these issues with the HR Sub-group or Remuneration Committee, or equivalent.
- An individual must not take any action that could threaten their health or safety or the health and safety of others including other employees, visitors or members of the public.
- An employee must ensure they are aware of any fire and evacuation procedures and the action that they should take in the event of an emergency.

- Protective clothing and other equipment which may be issued for protection where the nature of the job requires it should be worn at all times. Failure to do so could be a contravention of health and safety responsibilities. Once issued, this protective clothing and equipment is the responsibility of the individual.
- All accidents and injuries which take place at the employee's place of work no matter how minor should be recorded in the 'Accident Book' which is kept *[specify location]*.
- An individual must be familiar with first aid arrangements, and of the procedures to follow in the case of emergency. A first aid kit is kept in *[specify location]*.
- Chemicals and solvents should only be stored in their original labelled containers. If it is necessary to decant fluids into smaller containers, these containers must be properly labelled with the name of the product.

12 Alcohol and Drugs Policy

- 12.1 Under current legislation, the PCC as employer has a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all employees. Similarly employees have a responsibility to themselves and their colleagues.
- 12.2 The effects of alcohol and drugs can be substantial. If an employees' performance or attendance at work is affected as a result of alcohol or drugs, or where there is a belief that an employee has been involved in any drug related action or offence, they may be subject to disciplinary action which, dependent on the circumstances, may lead to dismissal.

13 Safeguarding Policy

- 13.1 Safeguarding is at the heart of our theology and mission as a church . Whilst the incumbent and PCC have overall accountability for safeguarding in the parish it is everyone's responsibility to work together in building an open, welcoming and secure environment where everyone is and feels safe and valued.
- 13.2 The House of Bishops Policy Statement Promoting a Safer Church sets out the principles on which our practice and procedures are based. All parishes should ensure that they demonstrate "due regard" to these principles, recognising that there is no "one size fits all" and develop an action plan to implement the safeguarding policies and practices in the church setting.

Promoting a Safer Church includes

- Adopting and implementing the diocesan approved safeguarding policy and practice guidance, which can be accessed via the website. Safeguarding Policy.
 - Recruiting, supporting and supervising all church officers safely and in accordance with the principles in the Safer Recruitment Guidance
 - Ensuring that all church officers engage with diocesan safeguarding training, face to face or online. Full details of who needs to do what are on the website and the safeguarding team are happy to deliver bespoke training for your parish on request. Safeguarding Training.
- 13.3 Our safeguarding team are available to offer support and advice across a wide range of safeguarding matters- to help your parish realise their vision for their church underpinned by effective safeguarding and inclusion practice. this includes coming along to a PCC meeting

to answer questions you may have on policy, implementation, training, pastoral support, signposting and best practice.

14 Confidentiality

- 14.1 The PCC expects a high standard of professionalism, confidentiality and discretion from all employees at all times. Failure to comply with these expectations may result in disciplinary action being taken.
- 14.2 At no time, either during or after employment with The Parish , are you to divulge to any person or make use of information which is confidential to The Parish, The Parish clients or Parish suppliers gained as a result of your employment with The Parish .
- 14.3 Reasonable care must be made to keep safe all documentary or other material containing confidential information, and shall at the time of termination of employment or at any other time be returned upon demand.
- 14.4 Care should be taken when discussing confidential information so that it may not be overheard by an unauthorized person.
- 14.5 Care must be taken when accessing papers, records etc which may contain confidential information so that these may not be found or accessed by an unauthorized person. This responsibility also applies to the use of information on memory-sticks, laptops etc.
- 14.6 This requirement for confidentiality covers all information, including that held on paper, and digitally that:
- 14.7 Is or has been acquired in the course of your employment, or has otherwise been acquired in confidence.
- 14.8 Relates particularly to the parish and its affairs and activities, or that of other persons or bodies with whom the PCC has dealings of any sort, and has not been made public.
- 14.9 **Copyright.** All written material relating to The Parish whether held on paper, or digitally which was made by an individual during the course of employment is the property of the PCC and is copyright. This material may not be copied, plagiarized or used by you for any purpose, either during your employment or after its termination, other than in the proper performance of your duties under this agreement.
- 14.10 At the time of termination of employment or at any other time upon demand, all requested material should be returned.
- 14.11 **Statements to the media.** Any statements to reporters from newspapers, radio, television, etc. in relation to parish activities will be given only with the authority of the Vicar who may take advice from the Diocesan Director of Communications. An employee may not respond to any such media enquiries without clear authorization from the vicar.
- 14.12 **Articles and publications.** Unless within the remit of their post, an employee should not normally write letters or make statements to the press, accept invitations to appear on television or radio, give lectures, write articles or other material related to their work without the permission of the Vicar. Employees may not, under any circumstances publish or publicly express statements which are in conflict with the agreed policy of the PCC.

15 Data Protection

- 15.1 The General Data Protection Regulations (GDPR) 2018 defines strict rules on how data is collected, processed and disclosed to other parties. We have a legal duty to comply with these rules. Inappropriate disclosure of information may result in legal action for compensation against The Parish or even the employee concerned.

- 15.2 All use of data must be compliant with the Parish Privacy Notice and all staff members should familiarise themselves with their responsibilities in relation to this.
- 15.3 Inappropriate disclosure of information will be treated as a disciplinary matter. By signing these Standard Terms and Conditions of Employment as part of your contract of employment, you are giving your consent to The Parish that information concerning you may be held, processed or disclosed as stated above.

16 Disciplinary Policy Procedure

- 16.1 The Parish's aim is to encourage improvement in individual conduct and performance. When the Church's rules are breached or where performance falls consistently short of the standards required, remedial action may be taken by The Parish. Please note that these procedures do not form part of your terms and conditions of employment.
- 16.2 Before taking formal disciplinary action, your Line Manager will make every effort to resolve the matter by informal discussions with you. Only where this fails to bring about the desired improvement, should the formal disciplinary procedure be implemented.
- 16.3 During your probationary period referred to above, The Parish reserves the right to waive any or all of the warning steps or proceeding to any disciplinary hearing or appeal or, to terminate your contract, by giving you the required written notice or payment in lieu.
- 16.4 If you are subject to disciplinary action The Parish will observe the following principles:
- The Parish will aim to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated.
 - At every stage, you will be advised of the nature of the complaint and be given the opportunity to state your case.
 - You will not be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will normally be dismissal without notice and without pay in lieu of notice.
 - You will have a right to appeal against any disciplinary action taken against you.
 - The disciplinary process may be commenced at any stage of the process appropriate to the alleged misconduct.
 - You have a statutory right to be accompanied at meetings by a colleague or a trade union representative, if you are a member of a trade union.
 - The Parish will make written notes of all disciplinary meetings held. Both you and your manager will agree and sign the notes and a copy will be kept in your personal file.
- 16.5 **Verbal warning.** If, despite informal discussions, your conduct or performance does not meet acceptable standards, you may be given a formal verbal warning by your Line Manager.
- 16.6 You will be told:
- The reason for the warning.
 - That this warning is the first stage of the disciplinary procedure.
 - That you have a right of appeal.
 - You will be given a note of what was said which will be signed by you and your manager
 - A brief note of the warning will be kept on your records but it will lapse after 6 months, subject to satisfactory conduct and/or performance.
- 16.7 **Written warning.** If there is no improvement in standards, or if further offence occurs, a written warning will be given. This will state the reason for the warning and a note that, if there is no improvement after 3 months, a final written warning will be given. A copy of this

- first written warning will be kept on file but the warning will lapse after 12 months subject to satisfactory performance.
- 16.8 **Final written warning.** If your conduct or performance remains unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning, then a final written warning will be given, making it clear that any recurrence of the offence or other serious misconduct within a period of 6 months will result in dismissal. A copy of the warning will be kept on file but the warning will lapse after 12 months subject to satisfactory conduct and/or performance.
- 16.9 **Dismissal.** If there is no satisfactory improvement or if further serious misconduct occurs, you will be dismissed. The decision to dismiss will be taken by a senior member of the clergy in consultation with a member of the PCC.
- 16.10 **Gross misconduct.** If, after investigation, it is deemed that you have committed an offence of Gross misconduct, the normal action would be dismissal:
- 16.11 The following list provides examples of behaviour that could be considered gross misconduct but is not exhaustive.
- Theft, fraud, deliberate falsification of records
 - Fighting, assault of another person
 - Deliberate damage to Church property
 - Serious incapability through alcohol or being under the influence of illegal drugs
 - Serious negligence which causes unacceptable loss, damage or injury
 - Serious acts of insubordination
 - Flagrant disregard of orthodox Biblical principles for living that are inconsistent with the role and our ethos.
 - Abuse of children, young people or vulnerable adults
 - Inappropriate use of the internet and or computers, or unauthorized access to computer records
- 16.12 **Suspension.** The Parish may suspend a staff member from duty to allow a nominated representative of the PCC to investigate any alleged complaint made against a staff member in relation to their employment at The Parish. Such suspension will not to be regarded as a form of disciplinary action and will be for as short a period as possible.
- 16.13 Any decision to dismiss will be taken only after a full investigation. If you are found to have committed an act of gross misconduct, you will be dismissed without notice or payment in lieu.
- 16.14 During any period of notice of termination whether by The Parish or the staff member, The Parish will not be under any obligation to assign any duties or provide work and shall be entitled to exclude a person from its premises, provided that this does not affect entitlement to receive normal salary and other contractual benefits. During such a period no accrual of holiday will continue other than under the provisions of the Working Time regs.1998.
- 16.15 **Appeals.** If you wish to appeal against any disciplinary decision, you must appeal in writing to the Chair of the Parochial Church Council within 14 working days of the decision being communicated to you. You may be accompanied at an appeal hearing by a colleague.
- 16.16 At the appeal, any disciplinary penalty imposed will be reviewed but it cannot be increased. The appeal will be heard by two representatives of the Parochial Church Council and should include where possible one Church Warden, with the proviso that none of the members of the hearing have been involved previously with the disciplinary case. The decision of the appeal hearing will be final.

17 Grievance Policy Procedure

- 17.1 It is The Parish 's policy to ensure that employees with a grievance relating to their employment can use a procedure to help to resolve grievances as quickly and as fairly as possible.
- 17.2 All issues of grievance will be dealt with before any disciplinary proceedings take place. If you have a grievance about your employment you should discuss it informally with your immediate Manager. We hope that the majority of concerns will be resolved at this stage with informal discussions.
- 17.3 **Stage 1.** If you feel that the matter has not been resolved through informal discussions, you should put your grievance in writing to your Manager. The Manager will invite you to attend a meeting to discuss your grievance, as soon as practicable, once they have had a chance to consider a response. You may be represented or accompanied at this meeting by a colleague or union representative and must take all reasonable steps to attend the meeting. After the meeting, your Manager will notify you of their response to your grievance and your right of appeal within 7 working days.
- 17.4 **Stage 2.** If the matter is not resolved to your satisfaction, you should put your grievance in writing to the Chair of the Parochial Church Council. Two representatives of the Parochial Church Council which could include a Church Warden, who have had no previous involvement in the case will hear all appeals and their decision is final. You may be represented or accompanied at this meeting by a colleague or union representative and must take all reasonable steps to attend the meeting. The meeting will be held as soon as practicable and the decision of the panel will be communicated to you in writing within 7 working days of this meeting being held.

18. Financial Procedures

The Parish is committed to integrity, openness and transparency in all its financial dealings. This policy sets out the way we will deal with all the money that God entrusts us to steward, and the way we will conduct our relationships with the people who give and receive it.

18.1 Financial Authority

The PCC is the body with authority over all the Parish finances. Executive 'operational' authority is delegated to the Standing Committee.

18.1 Authorisation of Expenditure

In general, expenditure is controlled by budget owners, once the annual budget has been approved by the PCC. Details of budget owners are available from the Treasurer.

Expenditure variance will be approved in accordance with the following procedure:

- Items of additional expenditure up to £100 can be authorised by *The Treasurer*.
- In all of the above, the Finance Sub-Committee will make a recommendation taking into account current levels of income, expenditure and other financial forecasts.

18.1.1 Petty Cash

Petty cash is the responsibility of the Office Accounts Manager. A petty cash box is kept in the safe. It is operated on the following guidelines

Amount

The box contains a maximum of £ [enter amount]. The maximum payment for a single item is £ [enter amount].

Process

- *Bookkeeping*
The cash box has its own cashbook, which is kept up-to-date at all times. Any shortfalls are to be reported immediately.
- *Payments*
Cash payment are made directly in exchange for receipts, which are marked with a reference and stored with the petty cash cashbook.

19 Expenses Policy and Procedures

- 19.1 All expenses incurred in the performance of The Parish duties and approved for payment by the relevant Line Manager will be reimbursed.
- 19.2 Expenses will need to be agreed by your line manager beforehand. Any amounts of more than £50 will need to be approved in advance by the Vicar.
- 19.3 Expenses claims should be submitted each month using the appropriate form obtained from your line manager and accompanied by the relevant receipts.

20 Telephone, computer, music equipment and internet use

- 20.1 Managers should use this as a guideline and agree appropriate usage of telephones, computers and other equipment with their staff and any volunteers for whom they are responsible. We understand that staff and volunteers may from time to time need to make reasonable use of the telephone and email for some personal use during the working day, and this will be taken into account.
- 20.2 The Church retains the right to monitor the volume of Internet and network traffic, together with the Internet sites visited.
- 20.3 There should be no personal use of the computers without the line manager's permission. No staff or volunteer will use another person's computer email account in any circumstance.
- 20.3.1 No staff or volunteer shall use the IT facilities in a way that is:
- Unlawful, offensive, obscene, indecent or disruptive or against copyright.
 - For gambling, advertising or for remunerative employment, contractual benefit or entrepreneurial activity.
 - Harmful to the computer, network or files (this includes, physical damage and the introduction of viruses)
 - Time wasting and disruptive to others
 - Gaining access to networks that you do not have permission to use

Staff are encouraged to use web mail services such as Hotmail and Yahoo, where possible, if sending a personal email.

No software will be installed onto computers without permission from your line manager.

Where there is a need to use the telephone or email for personal use this will be done without disruption to others, in the shortest time and without incurring any substantial cost to the Church, and only with the appropriate authorization. Staff and volunteers are encouraged where appropriate to use their own mobile telephones.

Playing music whilst at work may be appropriate in some contexts but in other contexts this will not be suitable. If you would like to play music whilst at work it will need to be with the express permission of your manager and should not disturb others who are within earshot.

Failure to comply with these guidelines will result in actions ranging from disciplinary procedures such as verbal and written warnings, through to dismissal.