#

# Lay Employment Line Management Manual

**Devised by 2BPeople Employment September 2020**

**for the Sheffield Methodist District**

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## Introduction

The following document is aimed at helping someone to be a good and effective line manager. A line manager is a person with direct managerial responsibility for a particular employee. It is a most important relationship.

All new Circuit or District roles within the Methodist Church must have a line manager nominated before the role is approved by the District, and all church roles should also have a named line manager. It is becoming increasingly difficult to find appropriate line managers as fewer people are finding they have the time to volunteer, and there are fewer ordained ministers with greater reliance on local preachers and worship leaders, and those employed in pastoral roles. The nominated line manager, ideally, should have had previous staff management experience either in a church or non-church environment. The line manager could be a presbyter, a deacon or a lay volunteer. Sometimes these people have never managed someone before, and it can be a daunting and difficult task to get right.

If the line manager has not had any experience of managing staff in a Methodist Church context, then they are required to attend a workshop run by the Yorkshire Plus Regional Learning Network. Further information can be found at

<https://www.methodist.org.uk/our-work/learning-and-development/learning-network-regions/>

Here is a short video from ACAS explaining the role of a line manager:

<https://www.youtube.com/watch?v=rPTM4aB3sFg>

## Management Committee

In most churches there will be a Management Committee, usually made up of a group of around 4-6 individuals, often including the line manager of the lay employee. The Management Committee would look at the medium/long term objectives of the role and consider the impact and effect on the wider church/circuit of the activities carried out. Pastoral support for the line manager could come from someone with appropriate experience in this area, either from the Management Committee or from the wider church/circuit. The Management Committee should provide additional insight and governance to the employee’s role.

## Line Manager responsibilities

Day to day duties and activities of the employee would be monitored by the line manager and the line manager role would be the first point of contact for any disciplinary or grievance matters. It is important for the line manager and the employee to have day to day contact. They can discuss the setting of objectives and how the employee will achieve them.

As a line manager, the central role is ensuring, potentially through the work of your team, that the objectives of the church/circuit are met, and of course that the employee is happy and satisfied in their work.

Typical areas of responsibility could include, depending on the size of the church or circuit:

* work organisation and allocation;
* handling budgets and managing operational costs;
* approving expenses;
* recruitment, induction and probation;
* recognition, motivation and engagement;
* performance management and appraisal;
* training, coaching and staff development;
* managing family and annual leave;
* flexible working requests;
* monitoring and proactively managing sickness absence;
* handling disciplinary and grievance issues.
* managing the well being of the employee.

### Some tips for effective line management

* Communicate openly, clearly and consistently with your employee, your colleagues or volunteers and your own manager.
* Encourage and practise frequent 2-way communication, taking care to be a good listener and show that you value the opinions of others.
* Set a good example and be a great role model.
* Ask people for their input before making decisions and not the other way around.
* Be decisive and demonstrate leadership and clear direction.
* Help your employee see the ‘big picture’.
* Create an environment of constant learning and development and make sure you include yourself.
* Provide professional guidance.
* Aim to build trust with the people you lead.
* Be prepared for possible hostility from your employee but do not be defensive.
* Be cautious and do not rush into criticising current procedures or make dramatic changes.
* Build relationships with your line management peers (if you know any) and do not hesitate to ask for their advice.
* Value people and be sure to give praise where it is deserved.
* Empower your people to take responsibility for their own jobs.
* Believe in and encourage teamwork.
* Get to know your employees as people.
* React to problems and issues so that they do not fester and grow.
* Treat all employees fairly and equally.

## Appraisals/Performance Development Review

It is good practice to have regular performance reviews where the employee and the line manager sit down to go over the employee’s work.

In the probationary period, it is important to have meetings perhaps monthly, to check how the employee is getting on in the role and whether they are happy about achieving the workload. The hours that the employee is working can be reviewed, checking whether they are working to the set hours or finding they have to work overtime, or not filling in the time effectively. Any early “teething problems” can be ironed out now ready for when the probation period ends.

Once the probation period is over, having regular meetings to discuss progress is good practice as any problems that may occur hopefully can be sorted out through this process. This should avoid most disciplinary or grievance issues. A good line manager can solve most problems before they escalate.

[*Appraisal form Appendix i*](#_heading=h.1y810tw)

## Difficult Conversations

As a line manager, being able to talk about sensitive and emotive issues is an important part of the job but it is also one of the toughest. If handled badly, these conversations - about performance, conduct or personal matters - can damage team dynamics, lower morale and badly affect levels of attendance and performance. Below is another short video clip of how NOT to talk to your employee!

<https://www.youtube.com/watch?v=KpS8P4Trdqc>

However, this link will take you to extensive information on getting a difficult conversation right

[http://www.acas.org.uk/conversations](https://www.youtube.com/redirect?q=http%3A%2F%2Fwww.acas.org.uk%2Fconversations&event=video_description&v=KpS8P4Trdqc&redir_token=GtgTxcGH3tgBoIUYwV2yZmpEQh18MTU5MDIyOTA0OUAxNTkwMTQyNjQ5)

## Lay Employment Advisory Information

On the Methodist Church website there is a very useful document with advice and information regarding lay employment. The link is below: <https://www.methodist.org.uk/for-churches/employees-and-volunteers/lay-employment-advisory-information/>

## Contracts of Employment

The written statement, or contract, now needs to be issued on the first day of employment. It is a legal document outlining the terms and conditions of employment. It is the line manager's main point of reference for pay, holiday entitlement, sickness or any other policy (disciplinary, grievance etc). It is vitally important to keep this handy to refer to if needed. Lay employment terms and conditions may vary. It is also important to remember that each church and circuit are separate employers.

[*Written Statement Appendix ii*](#_heading=h.2xcytpi)

## Exit Interviews

It is worth remembering, and making time for, an exit interview when an employee’s contract comes to an end and they are moving on. Similar to an appraisal, you can find out how they have enjoyed the job, what they have thought was well done and whether they felt supported. You can also find out where any improvements need to be made. This will benefit both employer and employee going forward.

[*Exit interview form Appendix iii*](#_heading=h.3whwml4)

## Case Studies

Below are two case studies which outline a fictional scenario in the workplace. Think about how the line manager can best respond to the situation.

### Grievance Case study

Mary was recently recruited as an administrative assistant responsible for the processing of invoices in a service company. The department in which Mary works consists of four other members of staff, who perform different jobs and seem perpetually busy. Prior to being recruited, Mary had not worked for several years as she was caring full time for her two young children. Her children are now both at school and Mary is very enthusiastic about her return to work.

At her interview, David, the section manager, informed Mary that her basic working week would be 35 hours, and that she might occasionally be required to work overtime, payable at one and a half times the normal hourly rate, depending on operational requirements.

Prior to Mary starting work, the job of invoice processing had been vacant for around a month, resulting in a backlog of work. Soon after starting, Mary discovers that a seven-hour day is not sufficient for her to keep up with the day-to-day work, never mind tackle this backlog. This is partly because she is new to the job and not yet up to speed with the computer system and the intricacies of her new employer’s procedures. Mary feels uncomfortable at the prospect of asking any of her colleagues for help and David never seems to be available. Because Mary is conscientious, she begins working overtime most evenings and on Saturday mornings.

After several weeks of doing this, Mary realises that she is not coping and asks to speak privately with David. Mary explains to him that she is not happy about the workload, the lack of support or the hours that she is expected to work, and that she cannot continue to work this level of overtime on a regular basis. She asks David for some support to cope with the workload. In response, David tells Mary that the work has to be done and, if extra hours are necessary to keep everything up to date, she is expected to work overtime accordingly.

Soon after this, Mary submits a formal grievance to David’s line manager, Martha, about the overtime issue. She points out that she was informed at her interview that the job would involve “occasional overtime”, and that it was never intimated that regular evening and Saturday working would be necessary just to keep up with the workload. She also mentions the lack of support from David.

Martha is surprised at Mary’s grievance since she is, after all, being paid for the overtime hours. The person who was previously employed in Mary’s job never complained about the volume of work, or the need to work overtime, and Martha is slightly annoyed that Mary is complaining, especially since she has been with the company for only a short time.

In response to Mary’s grievance, Martha telephones David and advises him to speak to Mary to sort the matter out. Martha then forgets about the matter altogether.

#### Questions

What do you think of Martha and David’s approach to dealing with this grievance?

* As the grievance has been directly to Martha, it is not sufficient for her just to ‘pass it back’ to David, she has a procedural responsibility to deal with the grievance
* Mary asks David for some support to cope with the workload. In response, David tells Mary that the work has to be done and, if extra hours are necessary to keep everything up to date, she is expected to work overtime accordingly. This is not a caring approach by David, and he should have spent more time with Mary finding out what training needs she had and worked with her to be able to manage her workload

Is Mary justified in bringing a grievance in the first place?

* If Mary considers that ‘her voice isn’t being heard’ and that informal routes have been explored she may well feel justified in taking it to the next level by raising a formal grievance

What next steps would you take if you were in David’s position?

* I would consider apologising and having a meeting with Mary to establish revised ways of working.
* I would take time to understand her concerns and do what I could to redefine her workload.

Could this grievance have been avoided?

* Possibly. As in so many cases, communication and managing expectations is the key. If David had taken time to listen to Mary and her concerns, then there was the potential to put alternative work patterns in place that would have allowed a more productive work environment.

### Another Case Study

Kevin has worked with you for three months and he is halfway through his probationary period as a Families’ Worker. His contract is for 10 hours a week and overall, he is doing a good job, with positive feedback from the people he works with.

What worries you is the fact that his timesheet shows that he is averaging 20 hours a week and some of his activities, whilst providing some support to the church, aren’t the areas that you expected him to work on. As Kevin’s Line Manager you think you ought to have a meeting with him, so you email him to arrange a meeting

#### Questions

How would you approach the meeting with Kevin?

* I would see the meeting as an opportunity to explore with Kevin the whole context about his role. I would want to talk about how he is settling into the role and the relationships he has started to develop

What documentation would you bring with you?

* Job Description, Person Specification, Timesheets, feedback from the ‘stakeholders’ that Kevin is working with

What do you think the importance of the probationary period might be?

* If there are any potential issues with the appointment, then it is essential that these are discussed during the probationary period. It is a time for both parties to decide whether a ‘good’ appointment has been made.

What would you do after the meeting?

* Summarise the discussion points and actions in an email to Kevin. If there were outstanding issues that needed to be addressed, then I would specifically refer to these in the email and include an action plan for Kevin to work towards. I would also set up another meeting in one month’s time to see if these changes had been addressed

### Redundancy

Sadly the impact of Covid-19 is going to affect church’s and circuit’s finances and this may result in unavoidable redundancies. Please inform the lay employment advisor before embarking on any redundancy plans. They will be able to help and guide you through the process as well as discuss possible alternatives. The District Policy on redundancy is attached as

[*Appendix iv*](#_heading=h.6nw8apglr03q)

## To Conclude

Just for some light relief, here is a short clip from The Office. Hopefully none of our churches will ever employ a “David Brent”, but you never know!

<https://www.youtube.com/watch?v=6f6qRwp8YwE>

Every employee should feel happy and supported in their role. The Line Manager/employee relationship is fundamental to the success of the role. A good line manager can mean the difference between a happy, engaged employee or a demotivated, resentful one.

If you need any help, advice or support Rob Cooper the Lay Employment Advisor and Katie Roberts, HR administration are here to help.

Email: employment@2bpeople.com

## APPENDICES

i: Appraisal Form

ii: Example of a Written Statement (Contract)

iii: Exit interview form

iv: Redundancy Policy

## Appendix i: Appraisal Notes

Date of meeting

Post Holder Line Manager

|  |  |
| --- | --- |
| Topic | Action agreed |
| Matters arising from previous supervision meetings |  |
| Activities since last supervision meeting* Name of Church
* Circuit

(NB) Include what has gone really well and what has been more difficult.Cross reference where applicable to agreed objectives |  |
| Working with colleagues and congregations |  |
| Action planning /priorities for coming monthsCross reference where applicable to agreed objectives |  |
| Resource Issues |  |
| Professional Development Matters |  |
| Any relevant personal issues |  |
| Hours worked / accrued time off in lieu/leave taken or planned/sickness leave takenNB Attach separate logAny issues related to work done but not included in above logged hours |  |
| Date of next supervision meeting |  |

#### Lay Employees - Three Months Report

Role:

Post Holder:

Date started in Post:

Leave or sickness leave taken during this period:

Induction Process:

Number and dates of supervision meetings in this period:

Probationary period objectives /priorities agreed: Yes/No (attach details)

Is satisfactory achievement towards objectives being made?

If not – has the necessary support been identified / provided to enable this to happen?

Line Manager’s overview of three months:

Post holder’s overview of three months:

Have any issues been identified which could affect the successful completion of the probationary period?

Signature of Line Manager: Date:

## Appendix ii

## Template Written Statement of Terms and Conditions of Employment (full)

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

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

****

**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)*

1. **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’.**

1. **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.

1. **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 referred to in this Statement means \_\_\_\_\_\_\_\_ *(Line Manager)* or any other post holder as may from time to time be notified to you by or on behalf of your Employer.

1. **Probationary Period:**

Confirmation of your appointment is subject to the satisfactory completion of a period of probationary service normally of \* six 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 feels that for any reason you have not achieved a satisfactory level, but have the potential to do so.

\*NB: For short term contract roles or for roles such as cleaners, a 3 month probationary period may be considered more appropriate.

1. **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.

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

1. **Hours of Work**:

Your normal hours of work are \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (times) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (days)

*or* 9.00 am to 5.00pm Monday to Friday.

1. **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.

1. **\*\*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.

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

1. **\*\*Pension:**

Pension provision is offered to lay employees who fall under the [Resolution passed by the Methodist Conference of 199 (Section 2.1)](http://www.methodist.org.uk/downloads/conf07_30_Lay_workers_pc.doc)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 2020, 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 the employing body will make a contribution of 6% of salary, provided that the lay employee will contribute at the minimum level between 2% and 6% of their salary.*

*[Effective for employees appointed after 1 September 2017 –(see*[*https://www.methodist.org.uk/downloads/conf-2017-3-Methodist-Council-1.pdf resolution 3/10*](https://www.methodist.org.uk/downloads/conf-2017-3-Methodist-Council-1.pdf%20resolution%203/10) *for details)].*

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 \*£6,136 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 workers who are entitled to join - are aged 16 to 74, and earn \*£6,136 or less per year.*

*For non-eligible job holders an option of a pension contribution of 6% of salary by the employing body provided a contribution between 2% and 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.

1. **Annual Leave Entitlement:**
2. The holiday year is from 1st January to the following 31st December each year.
3. Your holiday entitlement is 25 days + 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.

1. Part-time employees’ leave entitlement is pro-rata to the full-time entitlement.
2. 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.
3. Your holidays must be agreed with your Line Manager as early as possible and at least one month in advance.
4. 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.
5. **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 in the first instance. Your Line Manager may similarly grant compassionate leave in other appropriate cases.

1. **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 regard are available on request from your Line Manager.

1. **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 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. 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, or, if your Line manager 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 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**

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.

1. **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.

This will include attending gatherings of those in similar roles organised by the

Yorkshire North and East District/ Yorkshire Plus Region.

You will be required to complete the Advanced Module of the Methodist Church’s

Safeguarding training.

1. **Medical Treatment:**

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

1. **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 month’s

notice after the end of your probationary period.

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.

1. **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.

1. **Disciplinary Procedure:**

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

1. **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 or the member of staff to whom you normally report in accordance with the Grievance Procedure, which is attached to this Written Statement

1. **Health and Safety Procedure:**

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

1. **Equality, Diversity & Inclusion Policy**

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

1. **\*\*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.

1. **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.

1. **Statements of Policy:**

You are required to comply with any statement of policy published to you by your Employer from time to time.

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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***: 2nd September 2020

## Appendix iii: Exit Interview Form

|  |
| --- |
| Employee's details |
| Name | . | Current position |   |
| Department |   | Location |   |
| Employee number |   | Line manager |   |
| Start date |   | Termination date |   |
| Date of exit interview |   | Exit interviewer |   |

|  |
| --- |
| Job description and duties |
| 1. What did you like most about your 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. Were your duties clearly described to you when you took on the role?    |
| 5. Have your duties changed since you took on the role? If so, how?    |
| 6. Does the current job description accurately describe the job?    |
| 7. Do you have any suggestions as to how the job could be improved? If so, have you raised them in the past with [your line manager]?    |
| 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 would you describe the prospects for advancement/promotion?    |

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| Working conditions |
| 11. How would you describe the physical working conditions in your department?    |
| 12. Do you have any suggestions as to how the department working conditions could be improved? If so, have you raised them in the past with [your line manager]?    |

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| Relationships with line manager and colleagues |
| 13. How would you describe morale in your department?    |
| 14. How would you describe your working relationship with your colleagues?    |
| 15. How would you describe your working relationship with your line manager?    |
| 16. Did your line manager: | Always | Often | Seldom | Never |
| Explain tasks properly? |   |   |   |   |
| Give adequate instructions? |   |   |   |   |
| Give adequate help/advice where required? |   |   |   |   |
| Listen to suggestions? |   |   |   |   |
| Show fair/unbiased treatment? |   |   |   |   |
| Provide constructive feedback on your performance? |   |   |   |   |
| Give praise where due? |   |   |   |   |
| Keep you informed about your progress? |   |   |   |   |
| Know and follow the procedures of the organisation? |   |   |   |   |

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| --- |
| Pay and benefits provided by the organisation |
| 17. How would you rate the following pay and benefits provided by the organisation? | Very good | Good | Average | Poor | Very poor |
| Remuneration |   |   |   |   |   |
| Pension |   |   |   |   |   |
| Long-service award |   |   |   |   |   |
| Bonus scheme |   |   |   |   |   |
| Company car/car allowance |   |   |   |   |   |
| Employee share scheme |   |   |   |   |   |
| Occupational health scheme |   |   |   |   |   |
| Sick pay |   |   |   |   |   |
| Health insurance |   |   |   |   |   |
| Life assurance |   |   |   |   |   |
| Season ticket loan scheme |   |   |   |   |   |

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| Communication of the organisation |
| 18. How did you feel about the level of communication within your team/department?    |
| 19. How did you feel about the level of inter-department communication?    |
| 20. Do you feel that you were kept well informed about what was happening in the organisation as a whole?    |
| 21. Do you have any suggestions as to how communication at the different levels could be improved? If so, have you raised them in the past with [your line manager]?    |

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| Training and development |
| 22. Do you feel that you were given an effective induction into the organisation?    |
| 23. Do you feel that you received adequate training/coaching to perform your role?    |
| 24. What is your opinion of the career development opportunities within the organisation?    |
| 25. Do you feel that the right training was available to you to develop your career within the organisation?    |

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| Work-life balance |
| 26. How do you feel about your work-life balance while working for the organisation?    |
| 27. While working at the organisation did you make any request for more flexible working hours? If so, what was your request and was it accepted?    |
| 28. Do you have any suggestions as to how work-life balance within the organisation could be improved?    |
| 29. How would you rate the following benefits provided by the organisation? | Very good | Good | Average | Poor | Very poor |
| Maternity pay and leave |   |   |   |   |   |
| Paternity pay and leave |   |   |   |   |   |
| Adoption pay and leave |   |   |   |   |   |
| Shared parental leave |   |   |   |   |   |
| Childcare |   |   |   |   |   |
| Career break scheme |   |   |   |   |   |

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| Other facilities/services of the organisation |
| 30. How would you rate the following aspects of working at the organisation? | Very good | Good | Average | Poor | Very poor |
| Work equipment |   |   |   |   |   |
| IT services |   |   |   |   |   |
| HR services |   |   |   |   |   |
| Parking facilities |   |   |   |   |   |
| Canteen facilities |   |   |   |   |   |
| Sport/social facilities |   |   |   |   |   |
| First aid |   |   |   |   |   |
| Security |   |   |   |   |   |

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| Reputation of the organisation |
| 31. Do you think that the organisation has a good reputation as an employer?    |
| 32. Would you recommend the organisation as an employer to others?    |
| 33. Do you think that the organisation is perceived as being run on ethical lines?    |

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| Reason for leaving |
| 34. Why are you leaving the organisation?    |
| 35. If you are moving to another job, for which organisation will you be working?    |
| 36. What will your new job involve?    |
| 37. In what ways do you consider that the new organisation and/or job will be better for you?    |
| 38. Please use this space for any further comments on your decision to leave the organisation.    |

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| References: General Data Protection Regulation |
| 39. Under the General Data Protection Regulation, we require your consent to process personal data (unless one of the other legal requirements apply).Please indicate below whether or not you wish [name of organisation] to provide a reference about your employment with us where a reference request is received from a prospective employer.[In accordance with [name of organisation]'s policy on giving references, any such reference may include: [insert details as appropriate, eg dates of employment, job title, key job duties and level of responsibility].]Yes/NoYou have the right, if you wish, to withdraw consent at any time. If you wish to withdraw your consent, you should do so in writing to [data protection officer or other appropriate individual]. |
| Employee's signature | Date |
| NotesThe organisation treats personal data collected during the exit interview in accordance with its [data protection policy](http://www.xperthr.co.uk/policies-and-documents/data-protection-policy/162690/). Information about how your data is used and the basis for processing your data is provided in [the organisation's [employee privacy notice](http://www.xperthr.co.uk/policies-and-documents/employee-privacy-notice/162693/)]. |

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| Interviewer's comments and suggested further action |
|     |
| Interviewer's signature |   |

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## Appendix iv

## District Redundancy Policy and Guidelines

**Introduction**

**IN ANY REDUNDANCY SITUATION THE DISTRICT LAY EMPLOYMENT ADVISOR MUST BE CONSULTED BEFORE ANY COMMUNICATION IS MADE TO AN EMPLOYEE (S)**

**METHODIST EMPLOYERS ARE NOT PERMITTED TO TERMINATE EMPLOYMENT CONTRACTS FOR ANY REASON WITHOUT HAVING FIRST OBTAINED PERMISSION FROM THE DISTRICT LAY EMPLOYMENT ADVISOR
(Methodist Standing Order 438A)**

This policy sets out the District’s approach to dealing with potential redundancies amongst district, circuit or church employees. It does not form part of employees’ terms and conditions of employment and may be subject to change at the discretion of the Lay Employment Sub-Committee management.

Although the District’s policy is to avoid redundancies wherever possible, the needs of our churches and circuits may from time to time require a reduction in the overall number of staff employed or organisational changes that result in some roles being made redundant.

Where this is necessary, the employer should 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 be objectively and fairly applied;
* every effort is made to redeploy or find alternative work for employees in roles which are selected for redundancy; and
* support and advice are provided to employees in roles selected for redundancy to help them find suitable work when their employment has come to an end.

**Questions for local church /circuit trustees to consider**

Following on from the general principles outlined above, here are some specific questions that local church / circuit trustees should actively consider before moving to a redundancy situation:

* Has the decision been made by the church council/ circuit meeting or a subcommittee the church council/ circuit meeting has given formally minuted delegated authority to make such decisions?
* Has possible redundancy been discussed with the Circuit Leadership Team (for both church and circuit roles)?
* If redundancy is proposed on grounds of unaffordability:
	+ what efforts have been made to source alternative funding, including but not limited to, seeking external grants, requesting increased congregational giving, asking other Methodist organisations within the circuit for financial support, reducing non-payroll costs, sale of surplus assets?
	+ If lockdown regulations do not change from their current position and redundancies are not made, when will the church/ circuit run out of cash?
* Will the activities currently undertaken by paid staff continue after redundancy of this role? If so, how?
* If the proposed redundancy is due to the project having been ineffective, has a project evaluation been performed? (please provide a copy/ explanation)
* Have alternative duties staff could undertake been considered?
* Is redundancy part of a credible, articulated and agreed strategic plan for the church/ circuit: either a plan for growth or a managed closure? (please provide a copy of this plan)

**Answers to these questions should be provided to the District Lay Employment Advisor before proceeding**

The Line Manager of the employee should be the main point of contact throughout the process. The Lay Employee should also be given access to an independent (independent of the process) person who could offer pastoral support.

Care should be taken to communicate appropriately with those affected by the proposed redundancy and to consider the impact on their work. Particular care is needed where potential changes in employed staff roles may be a possible outcome of a wide consultative discernment process regarding future mission priorities.

**Consultation**

**Option 1 - where there are no employee representatives**

Consultations will be carried out with individual employees as appropriate. Where more than 20 redundancies are proposed, please talk to the Lay Employment Advisor for further information

**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 more than 20 redundancies are proposed, please talk to the Lay Employment Advisor for further information

 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.

**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, a fair and robust set of criteria will be devised 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 discuss the criteria and make suggestions for an alternative course of action.

**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