

# EMPLOYEES HANDBOOK

All Saints Parish Church, Kings Heath  
All Saints Community Development Company Ltd.  
All Saints Centre Company Ltd



Employees handbook  
Second Edition, November 2013



*All Saints Values*

*the Statement of Values of All Saints Parish Church,  
Kings Heath, Birmingham.*

"The Kingdom of God is like a grain of mustard seed which someone took and sowed in the garden. It grew and became a tree, and the birds of the air made nests in its branches" - *Luke 13:19*

**The Roots...**

*the source of our life*

All Saints Church is a local community of the world-wide Anglican Communion, a part of the Body of Christ on earth. We exist because of the love of God shown to us in Jesus Christ and the Kingdom of love, justice and peace he proclaimed. We are growing and developing in faith, sustained by the Holy Spirit.

**The Trunk...**

*the worshipping community*

We recognise that worship and mission go hand in hand; the worshipping community is a community of justice and peace and is open to all.

We worship together as companions, drawn from all ages and backgrounds, on a journey of faith. We meet to celebrate the Eucharist; we also creatively use other forms of worship, expressing our faith in inclusive language.

Our worship draws on the rich Anglican heritage with flexibility and openness. We recognise the contribution to it of art and music drawn from many sources and cultures.

Through preaching and a variety of opportunities to learn, we study the Bible, address current concerns, and in discussion and prayer encourage one another to live out our faith in our everyday lives.

Clergy and lay people share the task of leadership, acknowledging the equal ministry of women and men. We recognise that the work and service of Christ belongs to everyone. We aim to be welcoming to all. Children, young people, the elderly and refugees have a special place in our life together.

We seek to support one another, helping each person to realise their gifts and caring especially for the sick, the house-bound and those in distress.

We aim to meet the costs of maintaining church buildings and clergy for the sake of God's mission in Kings Heath and beyond.

**The Branches.....**

*relating locally and globally*

Our prominent buildings on the High Street and the work of our Community Development Project are a sign of our responsibility to proclaim the Gospel and express the love of God for everyone. We seek to serve the local community, especially the old, the young, refugees and others who are vulnerable, directly through groups we sponsor and indirectly by supporting schools and other caring agencies.

*relationships*

We follow the example of Jesus by affirming Christian love and recognising the fragility of human relationships. Therefore we uphold the ideal of life long faithfulness in marriage, are open to the re-marriage of divorced people and fully include those living with integrity in different family structures, including same-sex relationships. We protest against abuse in all relationships.

*resources*

We use our time, money and abilities responsibly so as to care for the earth, relieve suffering, confront injustice and help others, both locally and globally, in equitable relationships of mutual trust and learning.

*daily life*

We live as Christians in our daily life of work, home and leisure, as we commend the Gospel, help to build a just society and look for the face of God in all people.

*God in others*

In our search for the truth we are in relationship with Christians of other denominations, with people of other faiths and with all who work for justice and peace. We see God at work in all creation, especially in human creativity and particularly the arts and sciences, through which our humanity is deepened, enlarged, fed and challenged.

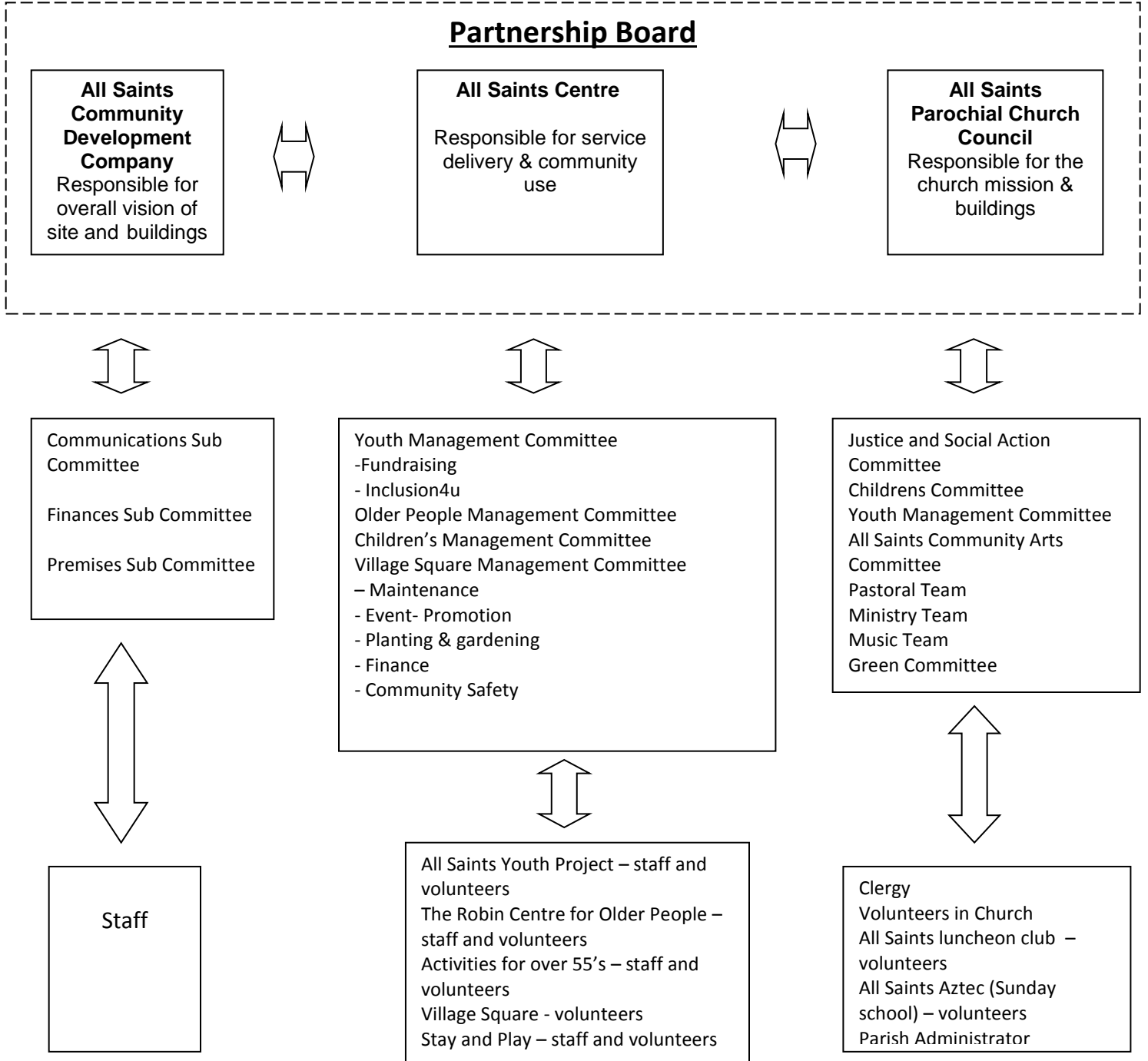
*the future*

Conscious of changing patterns of life around us, we ask God to lead us into new expressions of worship, ministry and mission.

*First Revision, adopted March 2008.*

# Organisational Structure of the Family of All Saints

All Saints has a statement of values that provides guidelines and a framework of understanding for the life and witness of the congregation and for all work undertaken in the wider society by the PCC, All Saints Community Development Company, All Saints Centre company and All Saints Trading (the ‘family’ of All Saints).



## **Section two - Introduction**

The PCC of All Saints Church ('the PCC') and the Board of Directors of the All Saints Community Development Company and All Saints Centre Company ('the Board') take their respective responsibilities as employers seriously and wish to treat their employees in a way that reflects the values of our faith and community.

The following information is relevant for all those employed by the PCC or by the Companies. (Hereafter referred to as All Saints)

All employees will be expected to work within the Values Statement of All Saints Church and the policies and procedures of the PCC or the Companies and the Committee or Division to which they are responsible. Some employees may have other conditions of service that relate to their particular role.

Employees' duties are laid out in their job specification, Induction pack, their contact and this handbook.

All Saints reserves the right to vary the employee's duties from time to time as may be required by the business.

All Saints reserves the right to amend terms and conditions of employment from time to time, to take into account new or revised arrangements, policy changes, the needs of the service, new legislation and funding. Notification of any change will be made by way of an individual notice.

No variation of this agreement shall be valid or binding unless it is recorded in writing and signed on or behalf of the parties

The company will employ the employee and the employee shall work for the company under the terms of their contract and the Employees' handbook

The first 3 months of the employment shall be a probationary period All Saints may terminate the employment at any time during this period on 1 weeks notice. All Saints may extend any period of probation at its discretion in order to assess the employee's performance and suitability for on going employment.

## **Section three – personnel and employees**

### **a. All Saints Church personnel**

Vicar:

Churchwardens:

Curate:

Readers

Pastoral Team Co-ordinator

Employees' Handbook

November 2013

All Saints Centre Company

All Saints Community Development Company

All Saints Parish Church

Ministry Team; clergy, wardens, readers and Pastoral Team Co-ordinator  
Luncheon Club team

**b. Parochial Church Council Employees**

Parish administrator (line-managed by the Vicar)

Social Action Committee  
None

Social and Fundraising Committee  
None

Worship Advisory Committee  
Director of Music (line-managed by a member of the Worship Advisory Committee)  
who also belongs to the Ministry Team)

Children's Work Committee  
None

Youth Management Committee  
None

Working with Elders Committee  
None

**c. All Saints Community Development Project Company Employees**

General Manager (line-managed by a member of the board)  
Facilities Manager (line-managed by General Manager)  
Admin (line-managed by General Manager)  
Cleaners and security (line-managed by the Facilities Manager)

**d. All Saints Centre Company Employees**

Centre Coordinator (line-managed by ASC board member)  
Youth Division  
Youth Project senior staff (line-managed by member of Youth Management  
Committee/board member)  
Youth worker(s) and admin staff (line-managed by the Youth Project senior staff)  
Sessional workers and volunteers (line-managed by Youth Project senior staff)  
Older People's Division  
Development & Centre Manager for work with over 55s (line-managed by board  
member)  
The Robin Centre

Development & Centre Manager for work with over 55s (line-managed by board member)

Activities Staff (line-managed by a member the Development & Centre Manager)

Centre care staff and cleaner (line-managed by the Development & Centre Manager)

## **Section four - Health and safety**

All Saints wants to ensure that all its staff are working in a safe environment. Our Health and Safety policy sets out how we ensure this is the case. Please be aware that you have a statutory duty to observe all health and safety rules and to take all reasonable care and steps to promote the health and safety at work of yourself and your fellow employees. You must familiarise yourself with the Health and Safety policy in force from time to time and with all health and safety rules.

Health and safety information is displayed in the Church Hall. It is the responsibility of individual workers to read this notice. Employees are expected to be responsible for their own safety and the safety of co-workers, volunteers and users when fulfilling their role. This includes informing the appropriate person(s), as on the notice displayed, of any health and safety issues in the building.

The PCC and the Company both have public liability and employer insurance

## **Section five - Sick pay**

There is no sickness entitlement for those working less than eleven hours per week, for those whose earnings are not above the National Insurance payment limit or for those working their probationary period

Line managers are responsible for keeping records of sickness and other absences. For everyone else, the entitlement to salary during a period when they are prevented from working by sickness or injury is as follows

- a. From the end of the probationary period and until completion of the first year's service, staff away sick are entitled to 2 weeks full pay pro rata. Following completion of the first year's service until 31<sup>st</sup> December they are entitled to pro-rata of 4 weeks' full pay and half pay for a second month.
- b. After this period the annual entitlement per calendar year is 4 weeks on full pay and half pay for second month.

After three years employment the annual entitlement per calendar year is eight weeks on full pay and half pay for eight weeks.

After five years employment the annual entitlement per calendar year is twelve weeks on full pay and six weeks on half pay.

In periods of continuous extended illness All Saints reserve the right to ask the employee to be examined by a medical practitioner at its expense with the report being supplied to the Chair of the PCC or Board. It is a condition of employment that employees consent to such an examination

If you take over 50% of your entitlement of paid sick leave in any one year of service, we will want to review your sickness record with you. Such a review **may** result in a reduction of your sick leave entitlement in the following year of service. You are therefore entitled, and would be encouraged to invite a recognised trade union representative, or a colleague of your choice, to attend any such review with you. If a reduction of sick leave entitlement were decided upon, your entitlement to paid sick leave would progress annually as set out above.

- c. Any sick leave payment will be subject to the following conditions:
  - i) Other than in exceptional circumstances, employees will, on the first morning inform their line-manager of their anticipated date of return. In the absence of being able to offer a return date they will update the manager or appropriate person on the third and fifth day of absence. Line managers are responsible for keeping records of sickness and other absences.
  - ii) A doctor's certificate must be obtained for any incapacity that lasts for more than seven calendar days. During continued absence, a further certificate must be obtained weekly.
  - iii) All Saints is required to pay employees statutory sick pay, which they will receive as part of basic salary. (In certain circumstances employees will be expected to apply to the Department of Social Security for SSP and will be informed when this is necessary. If a payment is then received, any amount by which the sum of salary and state sickness benefit exceeds then normal salary must be signed over).
  - iv) The sickness year runs from 1<sup>st</sup> January to 31<sup>st</sup> December.
  - v) Visits to doctors, dentists, opticians and hospital should be done outside working hours. When this is not possible, they should be booked as close to the beginning or end of the working day as possible.
- d. In the event of illness/sickness during working hours when an employee is unable to notify their next of kin, this will be done by the line-manager.
- e. If the reason for your sickness or injury is the result of the action or inaction of another person and you or your representatives receive compensation from that other person, you will reimburse any sickness payments that we have



made. Any sickness payments that we make to you until your claim for compensation is completed will be made as a loan.

- f. If you are taken ill or are injured during any period of annual leave and this causes severe disruption of your holiday arrangements, you may apply for a further period of discretionary leave. We would normally expect this application to be supported by medical evidence.
- g. Your line manager is responsible for keeping in contact with you during any period of absence due to sickness or injury to find out how you are getting on, how we can help your recovery and to discuss your prospects for returning to work. Your line manager should discuss with you a means of keeping in touch on a regular basis and should offer to visit you at home if you wish. Your line manager will keep a note of your illness or injury, of any particular health needs that you have and of your prospects for returning to work. This should enable us to help meet your health needs and to help your return to work.

If you are absent for more than two weeks your line manager will make sure that you are kept up to date with any significant developments in the organisation.

h. We will consider reasonable adjustments to your working practices or environment to help you back to work after periods of absence due to sickness or injury. In making reasonable adjustments, we will consider the content of any independent medical report. We may also seek an assessment from an occupational health specialist and the advice and support of the Access to Work scheme and/or organisations such as the Employers Disability Coalition. Reasonable adjustments may include working at home or reduced working hours.

We will, of course, consult with you over any reasonable adjustments that may be made. The trade union representative or a colleague of your choice may be involved in these consultations, if you choose.

- i. If the medical prognosis indicates that you will be unable to return to work and we can no longer sustain your continuing absence, retirement on grounds of ill-health or termination of employment will be considered as appropriate.

If you have repeated short-term absences or long-term absences and the independent medical examination shows that there is no cause for these, disciplinary action may be considered in accordance with our disciplinary procedure. Disciplinary action may include a reduction of entitlement to paid sick leave.

## Section six - Holiday pay and leave

In the absence of any contractual entitlement, entitlement is as follows:

- a. 28 days paid holiday per year, pro rata. (made up of 20 days plus 8 days bank holiday)

A record of absences will be kept by the employee's line-manager.

Holidays must be taken by negotiation with the employee's designated line-manager and at times that are suitable for the delivery of the work and as in contractual arrangements. Holidays will not normally be permitted within the first three months of employment.

Holiday hours cannot be accumulated from employment year to employment year without specific prior authorisation of the employee's line-manager in exceptional circumstances.

Hours worked in excess of contract hours will not entitle the employee to additional payments but will be recognised as banked hours. Banked hours may be taken as holidays by negotiation with line-manger. Banked hours must be taken within a six-month period of their accruing. If not taken the entitlement will lapse.

**Compassionate leave**, that is leave arising out of personal hardship or difficulty (for example bereavement or illness of a close or dependant relative or for unforeseen circumstances) such as to necessitate a request for leave on compassionate grounds. Each request will be considered on its merits and leave may be granted with or without pay.

### Right to parental leave

If you have been employed continuously for 26 weeks by All Saints you are entitled to 13 weeks (unpaid) parental leave to care for your child.

Parental leave can usually be taken up to five years from the date of birth, or in cases of adoption, five years from the date of placement (or the child's 18<sup>th</sup> birthday, if this is sooner).

Parents of children with disabilities are entitled to 18 weeks parental leave up to the child's 18<sup>th</sup> birthday, providing they have been continuously employed for 26 weeks by All Saints.

Leave must be taken in blocks of one week or more. No more than 4 weeks parental leave can be taken in any one year.

### **Time off for emergencies**

All employees are also entitled to take a reasonable amount of paid time off work to deal with an emergency or unexpected situation involving a dependent. However, all employees are required to contact their line manager as soon as possible indicating the nature of the emergency and giving an estimate as to how much time they are likely to require. The amount of time requested should be only what is necessary in order to make alternative arrangements.

## **Section seven - Pensions**

All Saints PCC, in conjunction with Birmingham Diocese, offers a stakeholder pension scheme for all employees if required. The scheme is with Legal and General Assurance. Any employee who wishes further information or to have pension scheme contributions with drawn from their pay at source should apply to the PCC/Company Treasurer.

## **Section eight - Disciplinary procedures**

This section applies if there are concerns about the conduct or work performance of an employee

### A) Informal action

Ordinarily such concerns will be dealt with by the employee's line-manager, who will discuss matters with the employee in the course of supervision.

The line-manager will consider:

- i) What support may be needed to ensure that the concerns do not arise again
- ii) Whether there is a need for an informal oral warning to be given.

Any recommendations, action taken, or warning given, together with an outline of the reasons for the decision, will be recorded in supervision notes and signed by both parties.

Any formal oral warning will remain on the employee's record for a period of twelve months after which time it shall be of no effect.

### B) Formal Action

If concerns are of a sufficient degree of seriousness in themselves, or if, when concerns arise, the employee already has on his/her record a previous formal oral or written warning the following procedures shall apply:

Where the seriousness of the case warrants it the line-manager may suspend the employee on full pay. The line-manager's decision shall be subject to ratification by the employing committee

- i) The employee's line-manager shall notify the employee in writing of the concerns which have been raised and that the matter is to be dealt with under the formal disciplinary procedures.

- ii) The line-manager shall investigate the substance of the concern, provide to the employee details of the outcome of the investigation, and invite the employee to make representations as to the matter<sup>1</sup>.
- iii) The line-manager shall decide what action to take from the following options:
  - a) No action
  - b) Formal oral warning.
  - c) Formal written warning (if the employee has no previous written warning recorded).
  - d) If the line-manager wishes to issue a formal written warning but there is already a formal written warning recorded, the case must be referred to the employing Committee, with the line-manager's report and recommendations.
  - e) If the line-manager considers that a sanction greater than a formal written warning is required, the case must be referred to the employing Committee with the line-manager's report and recommendations
  - f) If the employee has two written warnings already recorded, the line-manager shall refer the matter directly to the employing Committee with the investigation report.
- iv) If a case is referred to the employing Committee by the line-manager under paragraph (iii) above, the following procedures shall apply.

Where the line-manager's recommendation is for a second written warning under paragraph (iii) (d), the employing Committee shall consider the line-manager's investigation report and representations made by the employee under paragraph (ii) above. If they consider that a written warning or lesser punishment is appropriate, the Committee may decide without further process. Should they decide that a more severe sanction might be appropriate, the procedures under (v) below shall apply.

- v) Where a case is referred to the employing committee under paragraph (iii) (e) or (f) above or the committee so decide under paragraph (iv) (a) above, the following procedures shall apply:
  - 1) The employing committee shall fix a date and time allowing not less than ten working days notice to the employee, when they shall consider the matter. The employee and the line-manager shall be invited to submit to the employing committee any further written submissions which they wish to be considered. Any such submissions shall be made available to the other party in advance of the date fixed for considering the matter.
  - 2) The employee shall be told that he/she may attend on the date fixed, either alone or with a representative or friend to assist them.
  - 3) The employing committee shall hear representation first from the line-manager and any witnesses who the line-manager wishes to call, and then from the employee and any witnesses the employee may wish to call.
  - 4) The employing committee and the parties shall have the right to question the parties and any witnesses called, the employing committee having the power to regulate the followed to ensure that each side has the opportunity fully and fairly to present their case.

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<sup>1</sup> If there is an issue for the employee in submitting written details the co-ordinator will set up an appropriate alternative.

- 5) The employing committee shall consider what action to take from the following actions:
  - a) No action.
  - b) Formal oral warning
  - c) Formal written warning (when the employee has no more than one formal written warning already recorded.)
  - d) Action short of dismissal being
    - i) Temporary demotion for up to six months
    - ii) Withholding of a salary increment
    - iii) Suspension without pay for a period up to one month
    - iv) Transfer to other duties
    - v) Permanent demotion
  - e) Dismissal
- 6) The employing committee shall notify both the employee and the line-manager of the decision and confirm this in writing as soon as possible with an outline of the reasons for the decisions and notify the employee of their rights of appeal.

### C) Appeals

- 1) The employee has the right of appeal against any disciplinary sanction imposed by the line-manager or the employing committee within paragraph (B) above. This right of appeal can be exercised within ten days of notification to the employee of the decision.
- 2) Appeal shall be to the PCC or Board by notifying the respective Secretary.
- 3) The PCC or Board shall appoint a panel of two or three persons, of whom at least two must be members of the PCC or Board. No member of the panel shall have been involved with the matter at the employing Committee stage.
- 4) In the case of an appeal against dismissal, the dismissal shall remain in force pending the hearing of the appeal.
- 5) The procedures on appeal and time limits shall be similar to that for formal hearing before the employing committee under paragraph B (iv)(b) above, with the PCC or Board having the power to regulate their own procedures to ensure that the relevant matters are fully explored and the employee has full opportunity to present his or her case.
- 6) The appeal panel may decide to confirm the disciplinary sanction imposed or to vary it to another sanction within the list of options available to the employing committee as set out above. If the panel decide to substitute a lesser punishment for dismissal, the employee shall then be regarded as reinstated from the date of the original dismissal.
- 7) The decision at the appeal shall be final and shall be reported to the PCC or Board its next meeting, where that is reasonably practicable.
- 8) A written record of the proceedings before the appeal panel and their reasons for their decisions shall be kept.
- 9) Confidentiality will be expected from all parties.

These procedures will not apply if the issue is a Child Protection issue; in this case the Child Protection Procedures will apply.

In the event of gross misconduct the employee will be dismissed immediately. Gross misconduct constitutes: financial irregularities, violence towards anyone on the premises or on church business, using or selling drugs, imprisonment for a crime, child protection offences, theft or damage to property or any other behaviour that brings the organisation into disrepute.

## **Section nine - Grievance procedures**

If the employee has a complaint relating to their employment, they should take this initially to their line-manager during supervision, who will seek to address their concerns. They may bring a supporter/representative with them, by negotiated arrangement with their line-manager.

Written records will be kept and signed by both parties.

If the employee feels their concerns are not resolved, they have the right to take them in writing, to the PCC or Board, which will form a panel of at least two, two of which must be PCC or Board members<sup>2</sup>. The panel's decision is final.

Written records will be kept.

Decisions will be confirmed in writing as soon as possible. Confidentiality will be expected from all parties.

The above does not apply if the issue is a Child Protection issue, in which case Child Protection Procedures will apply. Nor does it apply if the complaint relates to the manner in which any disciplinary issue has been dealt with or investigated. In such a case appeal to the PCC or Board must be made in the manner set out above within the disciplinary procedures.

## **Section ten - Union membership**

All employees are entitled to join a union or professional body

## **Section eleven - Induction, supervision and support**

All Saints values its employees and wish to encourage them to enjoy their work and work to their full potential

Employees are entitled to a welcome and an induction period relevant to their role.

Employees are entitled to a named supervisor and supervision, support and training relevant and appropriate to their role and the needs of the job.

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<sup>2</sup> If there is an issue for the employee in submitting written details the co-ordinator will set up an appropriate alternative.

It is the responsibility of the employee to advise their line-manager of any concerns they have as to health or otherwise, arising out of, connected with or likely to, affect their ability to carry out their designated role.

All staff will receive an annual appraisal.

For further information refer to policy

## **Section twelve - Members of Congregation or Companies as employees**

Members of the All Saints Electoral Roll employed by the PCC and members of the Company employed by the Company will not be able to stand for election to the PCC and Board respectively during their period of employment.

They may be asked to attend their relevant Committee or Division as an employee.

They will be asked to withdraw during any discussion or decisions about their pay and conditions during the meetings. If they are co-opted on to any other Committee of the PCC or Division of the Company, they must always be aware of any potential conflict of interest and inform the Chair or withdraw if appropriate.

Chairs of Committees or Divisions are responsible for discussing, with the employee before they take up their post, the implications of being both an employee and a member of the Church or the Company.

## **Section thirteen - Maternity**

1. Ordinary Maternity Leave (“OML”) is 26 weeks and can start at any time from the 11<sup>th</sup> week before the expectant week of childbirth (“EWC”).

Additional Maternity Leave (“AML”) is available to those who have completed 26 weeks continuous service by the 15<sup>th</sup> week before EWC.

AML starts immediately after OML and continues for a further 26 weeks making a total of 52 weeks leave

2. You are asked to give your line manager as much notice as possible, and in any event, not less than by the 15<sup>th</sup> week before EWC, in writing, of the following:

- That you are pregnant;
- The week that your baby is expected to be born;
- When you want to start maternity leave.

You must give your line manager form MATB1 from your doctors (available at twenty weeks)

You may change your mind about when you want to start your leave providing you tell your line manager at least 28 days in advance (unless this is not reasonably practicable). The earliest date that maternity leave can start is 11 weeks before the EWC.

3. If you intend to return to work at the end of your full maternity leave entitlement i.e. OML plus AML you are not required to give any further notification . However, if you want to return to work before the end of your maternity leave you will need to give your line manager at least 28 days' notice of the date you want to return to work.

4. Your line manager will discuss with you, prior to your taking maternity leave, how much time you would like to take and therefore, when you are likely to return to work.

5. Your maternity leave will start automatically if you are absent from work for a pregnancy-related illness during the four weeks before the start of your EWC.

6. You have the right to reasonable time off for ante-natal care. This is a statutory entitlement, not recognisable against normal sick leave entitlement. The absence should be reported to your line manager and they will record that it is for ante-natal care. Your line manager may request evidence of the appointment, except for the first appointment.

7. Maternity Pay will be payable for 26 weeks, subject to meeting the eligibility criteria. The latest date on which you are able to start receiving Maternity Pay is the day after your baby is born

Payment will be made on normal paydays. If you choose to take AML, this is unpaid.

8. To be eligible for Maternity Pay you need to be continuously employed by All Saints for 26 weeks by the 15<sup>th</sup> week before the EWC and be paid more than the National insurance limit (over £79 a week)

If you have not been continuously employed by All Saints for 26 weeks by the 15<sup>th</sup> week before the EWC you will not be entitled to Maternity Pay. However, you may be entitled to Statutory Maternity Allowance through the benefit system. (Form SMP1)

(If you are not entitled to SMP but have been employed or self-employed in at least 26 weeks of the 66 weeks ending with the week before the EWC, you may be entitled to statutory maternity allowance (SMA). You must have average earnings of £30 or more per week. The SMA rate is £100 a week (or 90% of your average weekly earnings if less than £100 a week ) for 26 weeks. The latest you will be able to start getting SMA will be the date after the baby is born. Claims for SMA are made to the relevant Government office).

9. If you have sufficient service and earnings with All Saints and leave work *for whatever reason* after the 15<sup>th</sup> week before the EWC you are entitled to receive Statutory Maternity Pay from All Saints.

10. SMP will be payable for 26 weeks subject to meeting the eligibility criteria. For the first 6 weeks it will be paid at 90% of average weekly earnings and for the



remaining 20 weeks it will be paid at a flat rate of £102.80 per week (or 90% of earnings if this is less than £102.80 per week).

11. If you are unfit for work because of illness during or during maternity leave, you are entitled to statutory sick leave, whether or not the illness is associated with pregnancy. Paid sick leave is, however, not allowable during paid Maternity Leave and Unpaid Maternity Leave.

12. During Paid Maternity Leave, pension benefits and annual leave entitlements accrue in the normal way but any period of unpaid leave does not count for these purposes. Bank Holidays do not accrue.

13. If you take OML you are entitled to return from leave to the job in which you were employed before the absence.

If you take OML and AML you are entitled to return from leave to the job in which you were employed before the absence or if this is not reasonably practicable, to another job which is both suitable and appropriate in the circumstances and on the same terms and conditions as before.

If the position becomes redundant whilst you are on AML, you will be entitled to be offered any suitable alternative vacancy.

14. If you are ill when you are due to return to work, you are entitled to delay your return to work by a further 4 weeks from the notified date, or, if you have not notified an earlier date, by a further 4 weeks from the expiry of maternity leave. You must, however, produce a medical certificate to cover the absence, and no further delay on your part will be allowed.

## **Section fourteen -Paternity leave (birth)**

1. In order to qualify for paternity leave you will:-

- have or expect to have responsibility for a child's upbringing;
- be the biological father of the child or the mother's husband or partner (this may be someone of the same sex as the mother);
- have worked continuously for All Saints for at least 26 weeks ending with the week immediately preceding the 14<sup>th</sup> week before the expected week of the child's birth.

2. Paternity leave is still available if a child is stillborn after 24 weeks of pregnancy or if it dies during the possible paternity leave period.

3. Eligible employees will be entitled to choose to take either one week or two consecutive weeks' paternity leave (not odd days). Only one period of leave will be available to you irrespective of whether more than one child is born as a result of the same pregnancy.

4. Leave can start on any day of the week on or following the child's birth but must be completed:-

- within 56 days (i.e. eight weeks) of the actual date of birth of the child; or
- if the child is born early, within the period from the actual date of birth up to 56 days after the expected week of birth.

Employees can choose to start their paternity leave either:-

- from a chosen number of days or weeks after the date of the child's birth (whether this is earlier or later than expected); or
- from a chosen date.

5. You are required to inform your line manager of your intention to take paternity leave by the 15<sup>th</sup> week before the EWC (unless this is not reasonably practicable). You must inform your lone manage, in writing, of the following:-

- The week the baby is due;
- Whether you wish to take one or two weeks' leave;
- When you want the leave to start.

And give your line manager form SC3

6. After paternity leave employees will be entitled to return to their same job position.

7. Paternity pay entitlement is £102.80 or 90% of your average weekly salary, whichever is the lower

8. The employment contract continues in force during paternity leave.

## **Section fifteen - Adoptive parents**

1. To qualify for adoption leave you must:-

- be newly matched with a child for adoption by an approved agency;
- have worked continuously for All Saints for 26 weeks leading into the week in which you are notified of being matched with a child for adoption.

2. Adoption leave (and pay) is not available in circumstances where a child is not newly matched for adoption, for example when a step parent is adopting a partner's children. If a child is being jointly adopted either party will be able to choose to take adoption leave (and the other will be entitled to paternity leave). If a child is being adopted by only one of a couple, it is only the person adopting that will be entitled to adoption leave (the other may be entitled to paternity leave).

3. Adopters will be entitled to up to 26 weeks' ordinary adoption leave ("OAL") followed immediately by up to 26 weeks' additional adoption leave ("AAL") – a total of up to 52 weeks' leave.

4. You can choose to start your leave:-

- from the date of the child's placement (whether this is earlier or later than expected); or
- from a fixed date which can be up to 14 days before the expected date of placement.

Leave can start on any day of the week.

Placement is when the child arrives to live permanently with you.

5. If the child's placement ends during the adoption leave period, you will be able to continue adoption leave for up to eight weeks after the end of the placement. This is whether the termination of the placement is due to the child's death or a disruption to the placement.

6. Where the expected placement does not happen, but you have already started your leave or pay period (which can begin up to 14 days in advance of the expected date of placement), adoption leave and pay will be available for eight weeks following notification that the child will not be placed with you.

7. You are required to inform your line manager of your intention to take adoption leave within seven days of being notified by your adoption agency that you have been matched with a child for adoption (unless this is not reasonably practicable).

You will need to inform your line manager:-

- when the child is expected to be placed with you; and
- when you want your adoption leave to start.

You will be able to change your mind about the date on which you want your leave to start providing you inform your line manager at least 28 days in advance (unless this is not reasonably practicable).

Your line manager will request to see the "matching certificate" from the adoption agency in order to process the application for leave and pay.

8. The employment contract continues in force during adoption leave.

9. If you intend to return to work at the end of your full adoption entitlement you will not have to give any further notification to All Saints.

If you want to return to work before the end of your adoption leave period you must give your line manager at least 28 days' notice of the date on which you intend to return.

10. During Paid Adoption Leave, pension benefits and annual leave entitlements accrue in the normal way but any period of unpaid leave does not count for these purposes. Bank Holidays do not accrue.

11. If you take OAL you are entitled to return from leave to the job in which you were employed before the absence.

If you take OAL and AAL you are entitled to return from leave to the job in which you were employed before the absence or if this is not reasonably practicable, to another job which is both suitable and appropriate in the circumstances and on the same terms and conditions as before.

If the position becomes redundant whilst you are on AAL, you will be entitled to be offered any suitable alternative vacancy.

12. You will be entitled to adoption pay for OAL provided you:-

- are a person with whom a child is, or is expected to be, placed for adoption;
- have been continuously employed for at least 26 weeks ending with the week in which the child is matched for adoption;
- are absent from work due to adoption leave;
- have normal weekly earnings equal to or above the lower earnings limit.

13. You will be required to give your line manager notice of the date from which you expect to receive Adoption Pay along with the matching certificate.

Payment will be made on normal pay days. If you choose to take AAL, this is unpaid. OAL is paid at 90% of average weekly earnings or £102.80 whichever is the lower.

The payments will start on the date the child is placed for adoption or, where the termination occurs on or within 14 days before the expected date of placement, on the day immediately following the last day of your employment.

14. If you satisfy the above conditions of entitlement to Adoption Pay, then leave for whatever reason (with the exception of redundancy) before the adoption pay period has begun, you will be entitled to receive statutory Adoption Pay.

## **Section sixteen - Paternity leave (adoption)**

1. You are able to qualify for paternity leave if you:-

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All Saints Centre Company  
All Saints Community Development Company  
All Saints Parish Church

- have, or expect to have, responsibility for the child's upbringing;
- are the adopter's spouse or partner;
- have worked continuously for All saints for 26 weeks leading into the week in which the adopter is notified of being matched with a child.

2. Paternity leave (adoption) is available for men and women and essentially provides two weeks' leave for the partner who is not taking adoption leave.

You are entitled to one week or two consecutive weeks' (full weeks, not odd days) paid paternity leave. You can choose to start your leave:-

- from the date of the child's placement (whether this is earlier or later than expected); or
- from a chosen number of days or weeks after the date of the child's placement (whether this is earlier or later than expected); or
- from a chosen date.

Leave can start on any day of the week on or following the child's placement but must be completed within 56 days of the child's placement.

3. You are required to inform your line manager of your intention to take paternity leave within seven days of the adopter being notified by their adoption agency that they have been matched with a child, unless this is not reasonably practicable. You will need to inform your line manager, in writing, of:-

- when the child is expected to be placed;
- whether you wish to take one or two weeks' leave;
- when you want your leave to start.

You are able to change your mind about the date on which you want your leave to start providing you give your line manager 28 days notice in advance, unless this is not reasonably practicable.

4. All Saints will pay Paternity Pay for adoption at the same rate as paternity pay for birth .

5. The employment contract continues in force during paternity leave.

6. Leave must be taken in blocks of one week or more. No more than 4 weeks parental leave can be taken in any one year.

## Section seventeen - Flexible working

(Statutory requirements around flexible working only apply to those who are looking after children under six years old or under eighteen years old if they are a child with a disability. All Saints has decided to extend this to include others with care responsibilities)

1. To be eligible to apply to work flexibly you must:-

- be an employee;
- have care responsibilities for a child under 18 years or a dependent adult (A dependent adult is a spouse, child or parent of the employee; anyone who lives in the same household other than a lodger; or someone who relies on the employee to provide care or to assist him/her in illness) ;
- be making the application to enable you to care for the child or the dependent adult;
- have worked for All Saints continuously for 26 weeks at the date the application is made;
- have made no more than 3 applications to work flexibly under this policy during the past 12 months.

2. You will be able to request:-

- a change to the number of hours you work;
- a change to the times when you are required to work; (this may include working compressed hours i.e. working the total weekly hours in less than 5 days or term time working)
- to work from home.

3. If you apply for a reduction in the number of hours you work and the application is granted your salary will be reduced pro rata as will your entitlement to annual leave and other relevant leave.

4. You are asked to make the application in writing to your line manager. You are only able to make up to three applications in any 12 month period. The application must:-

- state that it is an application for flexible working;

- specify the flexible working pattern applied for and the date on which it is proposed the change should come into effect;
- explain what effect, if any, you think the proposed change would have on All saints and how, in your opinion, any such effect might be dealt with;
- explain how you satisfy the requirements relating to caring for a child or a dependent adult;
- state whether a previous application has been made to All Saints and, if so, when;
- be signed and dated.

5. An accepted application will mean a permanent change to your terms and conditions of employment.

6. A request to revert back to your previous conditions will be treated as a separate application. As you are only able to make three applications per year, you should be aware that an accepted application may be in force for a minimum of four months.

All Saints will :-

1. Within 28 days hold a meeting to consider your request. You will be entitled to be accompanied at this meeting. The purpose of the meeting will be to explore the desired working pattern and discuss how it might be accommodated. It will also be an opportunity to consider alternative suitable working arrangements.

2. Within 14 days after the date of the meeting All Saints will write to either:-

- accept the request and establish a start date; or
- confirm any compromise agreed in the meeting; or
- reject the application.

3. If All Saints needs more time to think about the request we may agree an extension of time with you. Any agreed extension of time will be documented.

If the request is rejected All Saints will inform you, in writing, of:-

- the organisational grounds for refusing the application;
- an explanation as to why these grounds for refusal apply in the circumstances;
- a statement that you have a right to appeal.

4. If you wish to appeal you must do so to either the chair of the PCC or the Chair of the Development Company within 14 days of receiving notice that your request has been rejected. All Saints will hold a meeting within 14 days of receipt of the appeal and again you may be accompanied to the meeting.

5. If All Saints does reject the application, it will provide a sufficient explanation on organisational grounds for the refusal. The organisational grounds are:-

- the burden of additional costs;
- detrimental effect on the ability to meet service or funders demand;
- inability to reorganise work among existing staff;
- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance;
- insufficiency of work during the periods you propose to work;
- planned structural changes.

6. Working from home - The provisions of All Saints' health and safety policy apply when a member of staff is working from home. Under the Health and Safety Policy, All Saints staff have a statutory duty to take reasonable care of their own health and safety and for that of others around them. Employees working at home must:

- Be familiar with the health and safety policy and guidelines.
- Know what to do in any emergency situation.
- Be familiar with specific procedures designed for the job being undertaken.
- Not interfere with or misuse anything provided in the interests of Health and Safety.
- Take responsibility for electrical sockets and their own domestic electricity supply.
- Allow All Saints reasonable access by prior arrangement to carry out risk assessments and maintenance or inspections of equipment provided by All Saints as required.

All Saints will:

- Ensure that appropriate risk assessments are undertaken
- Provide relevant training under the Health and Safety Policy



Where All Saints provides equipment for use when working at home, All Saints will:

- Ensure the equipment is correct for the work being undertaken
- Provide information and training on its use
- Check the condition of the equipment and ensure it is maintained

## **Section eighteen - Termination of contract**

Your termination of contract period is as on your contract

The maximum amount of leave to be taken during the period of notice is 5 days.

The companies reserve the right, at its discretion, to terminate the employment immediately without giving the period of notice referred to in the contract by paying the employee his/her basic salary (less deductions of tax and national insurance) in lieu of all or part of this notice period as the case may be. Such payment in lieu of notice shall not include any element in relation to any holiday entitlement that the employee would have accrued had she/he worked the full period of notice

## **Section nineteen - Confidentiality and data protection**

Your attention is drawn to the confidential nature of information contained within All Saints. The unauthorised use and disclosure of any personal information about individuals, any financial or other personal information is gross misconduct and a dismissible offence. It is also a requirement following termination of the contract, whether you resign or are dismissed by All Saints that confidentiality be maintained. In the case of computerised information, breach of confidentiality could result in a prosecution for an offence or action for civil damages under the Data Protection Act 1984.

The restrictions on the employee's use of confidential information shall not apply to:

1. Confidential information which comes into the public domain other than in consequences of his/her unlawful disclosure
2. Any protected disclosure made in accordance with s.43A of the Employment Rights Act 1996
3. Any information which the employee has acquired other than through the performance of All Saints
4. Any information which is required to be disclosed by the employees by order of a court of competent jurisdiction or and appropriate regulatory authority or otherwise required by law

For further information refer to the policy.

### **Gossip**

All Saints believes in mutual respect and equality. We abhor gossip in any form that damages individuals or is disrespectful. Employees should not involve themselves in

any form of gossip with other employees, volunteers, service users or members of the public.

## **Section twenty – Over/under payment**

If any under/over payment is made in your salary, due to a mistake of fact, the overpayment can be recouped with your agreement by the appropriate deductions being made from your salary at source and/or to repaying the said amount to All Saints

All Saints reserves the right to amend your terms and conditions of employment from time to time, to take into account new or revised agreements, policy changes, the needs of the service and/or new legislation. You will be notified of any change by way of an individual notice.

## **Section twenty-two – Equal opportunities and diversity**

All Saints is committed to equal opportunities and diversity both in employment and in service delivery and will work within current legislation.

All employees have equal rights to training to support their role and to apply to other relevant jobs or promotion at All Saints

Employees have a responsibility to promote equal opportunities in their role and follow the policy. If you don't understand your responsibilities under equal opportunities you should inform your supervisor.

## **Section twenty-three - Safeguarding**

All Saints is committed to the care, protection and respect of all its users and staff but particularly the respect, care and protection of those who are vulnerable including children, young people and vulnerable adults. All employees should refer to the relevant policies.

Everyone who uses or visits our site should feel safe and respected. Especially those who are vulnerable including children, young people and vulnerable adults as defined in our Safeguarding Vulnerable Adults policy. It is all employees' responsibility to ensure this through their behaviour – being polite, welcoming, helpful etc.

All employees have the responsibility to promote safeguarding of all users and employees and particularly those who are vulnerable

All employees have the responsibility to work within guidelines around their work. If you don't understand the policies or guidelines and how they relate to your role or to Safeguarding you should ask your supervisor

Employees are expected to report any staff or volunteers who are working outside our policies/guidelines and/or putting others at risk, refer to Whistle Blowing policy.

You have a duty to intervene if a vulnerable person is likely to cause damage to themselves or damage to others, taking into account your own personal safety – any such incidents should be recorded

## **Section twenty-four - Internet and computer use**

Employees are not permitted to access the internet for their personal use.  
All access to chat rooms on All Saints computers is forbidden, this includes MSN.  
Any staff accessing pornography will have committed gross misconduct.  
Employees should not allow children under the age of 18 access to computers that are not protected or unsupervised.  
Please refer to specific project/Division guidelines for further information

### **E-Mail**

Employees are not permitted to receive or send personal e-mails on any All Saints address  
Issues of a confidential nature about users or volunteers should not be emailed unless password protected.  
Please refer to specific project/Division guidelines for further information

## **Section twenty-five - Mobile phone**

Staff are not permitted to give their personal mobile numbers or their landline numbers to vulnerable service users  
In working time staff should not be making or receiving calls or texts on their personal mobile phones except under special circumstances as agreed with line manager  
Please refer to specific project/Division guidelines for further information

## **Section twenty-six - Photographs and Video**

Photographs include those taken by cameras and mobile phones.  
Photographs and videos will only be taken and used with the consent of the individual or group.  
Any photographs and videos will only be used for monitoring evidence, publicity and information purposes.  
Employees are not permitted to take personal photographs and videos at All Saints without permission  
Employees are not permitted to give copies of photographs and videos to anyone else without permission  
Individual's names should not be used on any photographic displays without written permission  
If any one is commissioned to take photographs or videos users should be informed and allowed to opt out  
Please refer to specific project/Division guidelines for further information

## **Section twenty-seven - Monitoring, Evaluation and record keeping**

All Saints values the contribution of its employees to the improvement and development of its work.

All employees may be asked to take part in monitoring tasks and participate in consultations, evaluations and reviews.

Employees will be expected to keep records as demanded by their role and division. These should be kept and stored as required and with reference to Confidentiality policy

Any incidents and accidents should be recorded as specified in each division's guidelines and reported to the appropriate person in the Company/PCC

If signing time sheets and signing –in sheets are required, staff must do so for every session. Repeated failure to do so may result in disciplinary action.

## **Section twenty-eight - Gifts**

Employees should not give gifts or money to service users except with special permission from their line manager

Employees should not solicit gifts or money from service users.

If an employee receives a gift from a service user their manager should be informed and, if possible, the gift should be shared amongst the staff team of that division.

## **Section twenty-nine – Financial procedures**

It is the employees' responsibility to work within financial procedures as decided by All Saints and within different divisions.

If these are not followed this may be considered to be gross misconduct

## **Section thirty – Dress codes**

Employees should follow the dress code relevant to their division and area of work.

Any dress code around safety, health and hygiene must be strictly adhered to.

Employees are expected to dress in a way that presents a professional face to service users and members of the public

## **Section thirty-one – Customer service**

All Saints is committed to the best service it can offer to its service users, staff, volunteers and members of the public. When at work or on All Saints premises staff are expected to work in a way that is inclusive, helpful and welcoming to everyone on site and to work cooperatively across the site. This includes a willingness to compromise, communicate and share information (as appropriate).

## **Section thirty-two – Personal relationships**

When working for All Saints employees are expected to treat each other, service users, volunteers and members of the public in a professional manner whatever their personal relationship may be. If there are issues of difficulties with this then they should be discussed with your line-manager.

## **Section thirty-three – Collective agreements**

There are no collective agreements that affect the employment

We endeavour to keep this handbook up to date with current legislation. If you wish to ask any questions please talk to your line manager

If you require any further information then around statutory employment rights then contact:

ACAS help line – 0300 123 1100 or their website

Inland revenue help line – 08457 143 143 or their website

Department of Trade and Industry