

People Policies 11th June 2025

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Revision 1 – Approved by PCC on 14 November 2023

Policy 2 – Recruitment – Identifying a vacancy: In the first sentence adding “and approve the recruitment including ...”

Policy 2 – Recruitment process: Widening the scope of the advertising to include social media, etc. “A vacancy should be advertised in an appropriate manner which could include the Diocesan website, the Governments Find a Job website, church website, news bulletins, and social media.”

Policy 3 – Overtime: Adding details of the process for paying overtime. “Overtime claims must be signed by the employee and manager and submitted by 9th of the month following the period for which the overtime is claimed. The amount owed will be added to the salary payment in that following month.”

Policy 12: Replacing previous Diversity policy with “Diversity, Equality and Inclusion” based on ACAS policy,

Policy 15 Replacing Internet Policy with “Social Networking to the internet Policy” to take account of changes in technology and media.

Revision 2 – Approved by PCC on 10 October 2024

Policy 12 – Equality Diversity and Inclusion – removed and replaced with new Equal Opportunities and Anti-Harassment policy to reflect changes in legislation effective from 26 October 2024

Policy 13 – Harassment and Bullying – removed and replaced with new Equal Opportunities and Anti-Harassment policy to reflect changes in legislation effective from 26 October 2024

New policy on Equal Opportunities and Anti-Harassment added as Policy 12
Re-numbering of subsequent policies follows on from there

Revision 3 –Approved by PCC December 2024

Name: “Staff Handbook ” renamed “People Policies” to include policies which apply to both staff and volunteers

Numbering: Reordering of policies with the first 8 relating to both staff and volunteers

Policy 2 – New Equal Opportunities and Anti-Harassment Policy replacing previous Equality Diversity and Inclusion Policy and Harassment and Bullying Policy

Policy 3 – New Policy on Data Protection outlining the requirements of the GDPR regulations

Policy 7 – New policy on Artificial Intelligence (AI)

Policy 8 – New Policy on Conflict of interest

Policy 10 – Section on time off in Lieu (TOIL) added

Policy 12 – A blue badge must be displayed if parking in the space outside the Cornerstone reserved for disabled drivers

Policy 13 – Holiday: Removing “In addition, employees are entitled to Bank Holidays when these fall on a normal working day” but retaining “Holiday entitlement is stated in the employee’s contract of employment.”. Removing list of Bank Holidays. Adding “Any holiday carried forward from a previous year must be taken by 31 March.”

Existing “Maternity, Paternity, Adoption, Family and Parental Leave” policy removed and replaced by separate new policies covering Maternity Leave, Paternity Leave, Adoption Leave, Parental Leave, Carer’s Leave, Dependant Care Leave, and Parental Bereavement Leave.

Policy 15 – Maternity Policy: Reflects current legislation.

Policy 16 – Paternity Leave Policy: Reflects current legislation.

Policy 17 – Adoption Leave Policy: Reflects current legislation.

Policy 18 - Parental Leave Policy: New Policy. Reflects current legislation.

Policy 19 – Carer’s Leave Policy: New Policy. Reflects current legislation.

Policy 20 – Dependant Car Leave: New Policy. Reflects current legislation.

Policy 21 – Parental Bereavement Leave: Reflects current legislation.

Policy 26 – Flexible Working: New Policy to reflect changes to legislation

Policy 25 – Drugs and Alcohol: Added “Drinking alcohol during working hours is not permitted.”

Policy 27 – Hybrid Working: New Policy with specific reference to health & safety, data security and terms under which hybrid working may be allowed.

Revision 4 – Approved by PCC on 11th June 2025

Policy 3 – Sexual Harassment: New policy. Reflects current legislation

Policy 8 – Return of Employer’s Property added. Moved from SMTCE to Policies

Policy 11 – Standards of Business Conduct added. Moved from SMTCE to Policies

Policy 12 – Health & Safety added. Moved from SMTCE to Policies

Policy 21 – Neonatal Care: New policy. Reflects current legislation

1. Introduction

The following policies and procedures relate to the operation of All Saints Church Wokingham and The Cornerstone, Wokingham. Policies 2 – 8 relate to both staff and volunteers; the remaining policies relate to employees.

The Parochial Church Council or PCC ("The Employer") reserves the right to amend, suspend or withdraw any part of any of these policies at their absolute discretion.

2. Equality Opportunities and Anti-Harassment policy

SECTION A – EQUALITY OF OPPORTUNITY

Background to equal opportunity

All Saints Church is an equal opportunity employer, committed to ensuring within the framework of the law, that our work environment is free from unlawful discrimination on the grounds of race, religion or belief, sex, sexual orientation, gender reassignment, age, marital status, disability, pregnancy or maternity.

The aim is:

- to have a workforce of staff and volunteers that is truly representative of all sections of society and our community
- for each worker to feel respected and able to give their best.
- to ensure that all workers achieve their full potential and that all employment decisions are taken without reference to irrelevant or discriminatory criteria.

The following equal opportunity policy has been adopted as a means of helping to achieve these aims.

Implementing equality of opportunity

Recruitment and employment decisions will be made on the basis of fair and objective criteria.

The requirements of job applicants and existing members of staff who have a disability will be reviewed, to ensure that wherever possible reasonable adjustments are made, to enable them to be deployed or remain in employment with us. Promotion opportunities, benefits and facilities of employment will not be unreasonably limited, and every reasonable effort will be made to ensure that disabled staff and volunteers participate fully in the workplace.

Person and job specifications will be limited to those requirements which are necessary for the effective performance of the job. Interviews will be conducted on an objective basis and personal or home commitments will not form the basis of employment decisions except where necessary.

There will be an occupational requirement for a role to be held by a Christian where that is justified by the nature of the work or the context in which it is carried out.

All employees and volunteers have a right to equality of opportunity and a duty to implement this policy. Breach of the Equal Opportunities Policy is potentially a serious disciplinary matter. Anyone who believes that he or she may have been disadvantaged on discriminatory grounds is entitled to raise the matter through the grievance procedure.

SECTION B – ANTI-HARASSMENT

Background to anti-harassment

The Employer is committed to providing a working environment free from harassment and ensuring all staff and volunteers are treated, and treat others, with dignity and respect.

This policy covers harassment which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers harassment by staff (which may include employees, volunteers, consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.

What is harassment?

Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include, for example:

- unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
- offensive emails, text messages or social media content; or
- mocking, mimicking or belittling a person's disability.

A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

If you are being harassed

If you are being harassed, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager who can provide confidential advice and assistance in resolving the issue formally or informally.

If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure. Volunteers should speak to their line manager or the Rector.

All complaints will be investigated in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible.

Once the investigation is complete, you will be informed of the decision. If we consider you have been harassed by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser is a volunteer or a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

Protection and support for those involved

Staff and volunteers who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

Record-keeping

Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

Safeguarding

All workers (including employees, volunteers, consultants, contractors and agency workers) are required to work within the All Saints Safeguarding policy at all times

<https://www.allsaintswokingham.org.uk/wp-content/uploads/2024/07/All-Saints-Parish-Church-Safeguarding-Policy-2023-24-2.pdf>

3. Sexual Harassment

Policy Statement

The Employer is committed to providing a working environment free from sexual harassment and ensuring all staff are treated, and treat others, with dignity and respect. We recognise that sexual harassment can occur both in and outside the workplace, such as on business trips, or at work-related events or social functions, or on social media.

Sexual harassment or victimisation of any member of staff, or anyone they come into contact with during the course of their work, is unlawful and will not be tolerated. The Employer will take active steps to help prevent the sexual harassment and victimisation of all staff. Anyone who is a victim of, or witness to, sexual harassment is encouraged to report it in accordance with this policy. This will enable the Employer to take appropriate action and provide support. Sexual harassment can result in legal liability for both the Employer and the perpetrator, whether they work for us or are a third party outside of our control. Sexual harassment may result in disciplinary action up to and including dismissal.

About this policy

The purpose of this policy is to set out a framework for dealing with any sexual harassment that occurs by workers (which may include staff, volunteers, consultants, contractors, agency workers) and also by third parties such as customers, suppliers or visitors to our premises.

This policy does not form part of any contract of employment or contract to provide services, and the Employer may amend it at any time

Who this policy applies to

This policy applies to all employees, volunteers, officers, consultants, self-employed contractors, casual workers, agency workers, and interns.

Who is responsible for this policy

The PCC has overall responsibility for the effective operation of this policy. Suggestions for change should be reported to the Rector. Any questions about this policy should be referred to the HR team. This policy is reviewed annually by the HR Team.

What is sexual harassment

Sexual harassment is any unwanted physical, verbal or non-verbal conduct of a sexual nature that has the purpose or effect of violating a person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to sexual harassment.

It also includes treating someone less favourably because they have submitted or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex, in the past.

Sexual harassment may include, for example:

- unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- continued suggestions for sexual activity after it has been made clear that such suggestions are unwelcome;
- sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);
- unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless); or

- offensive emails, text messages or social media content.

A person may be sexually harassed even if they were not the intended target. For example, a person may be sexually harassed by pornographic images displayed on a colleague's computer in the workplace.

Victimisation includes subjecting a person to a detriment because they have done, or are suspected of doing or intending to do, any of the following protected acts:

- Bringing proceedings under the Equality Act 2010.
- Giving evidence or information in connection with proceedings under the Equality Act 2010.
- Doing any other thing for the purposes of or in connection with the Equality Act 2010.
- Alleging that a person has contravened the Equality Act 2010.

Victimisation may include, for example:

- Denying someone an opportunity because it is suspected that they intend to make a complaint about sexual harassment.
- Excluding someone because they have raised a grievance about sexual harassment.
- Failing to promote someone because they accompanied another staff member to a grievance meeting.
- Dismissing someone because they gave evidence on behalf of another staff member at an employment tribunal hearing.

Sexual harassment and victimisation are unlawful and will not be tolerated. They may lead to disciplinary action up to and including dismissal if they are committed:

- In a work situation.
- During any situation related to work, such as at a social event with colleagues.
- Against a colleague or other person connected to the Employer outside of a work situation, including on social media.
- Against anyone outside of a work situation where the incident is relevant to their suitability to carry out your role.

The Employer will take into account any aggravating factors, such as abuse of power over a more junior colleague, when deciding the appropriate disciplinary action to take.

The Employer will conduct a risk assessment to identify risk factors in the workplace which may increase the likelihood of an employee experiencing sexual harassment. Having identified those risks the Employer will then take all reasonable steps to try to minimise those risks and prevent sexual harassment. If any sexual harassment or victimisation of staff occurs, the Employer will take steps to remedy any complaints and to prevent it happening again. These may include updating relevant policies, providing further staff training and taking disciplinary action against the perpetrator.

Third-party harassment occurs where a person is harassed or sexually harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-party harassment could include, for example, unwelcome sexual advances from a client, customer or supplier visiting the employer's premises, or where a person is visiting a client, customer or supplier's premises or other location in the course of their employment.

Third-party sexual harassment can result in legal liability and will not be tolerated. All workers are encouraged to report any third-party harassment they are a victim of, or witness, in accordance with this policy.

Any sexual harassment by a member of staff against a third party may lead to disciplinary action up to and including dismissal. The Employer will take active steps to try to prevent third-party sexual harassment of staff. These may include warning notices to customers and visitors. If any third-party harassment of staff occurs, the Employer will take steps to remedy any complaints and to prevent it

happening again. These may include warning the harasser about their behaviour, banning them from the premises, reporting any criminal acts to the police.

If you are being sexually harassed: informal steps

If you are being sexually harassed, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult, you should speak to your line manager or the HR team, who can provide confidential advice and assistance in resolving the issue formally or informally. If you feel unable to speak to your line manager because the complaint concerns them, you should speak informally to the HR team. If this does not resolve the issue, you should follow the formal procedure below.

If you are not certain whether an incident or series of incidents amounts to sexual harassment, you should initially contact your line manager or a member of the HR team informally for confidential advice. If informal steps are not appropriate, or have been unsuccessful, you should follow the formal procedure set out below.

Raising a complaint

If you wish to make a formal complaint about sexual harassment, you should submit it in writing to your line manager.

Your written complaint should set out full details of the conduct in question, including the name of the harasser, the nature of the sexual harassment, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

If you wish to make a formal complaint about victimisation, you should submit it in writing to your line manager.

Your written complaint should set out full details of the conduct in question, including the name of the person or persons you believe have victimised you, the reason you believe you have been victimised, the nature of the victimisation, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

As a general principle, the decision whether to progress a complaint is up to you. However, the Employer has a duty to protect all staff and may pursue the matter independently if, in all the circumstances, it is considered appropriate to do so.

If you witness sexual harassment or victimisation

Workers who witness sexual harassment or victimisation are encouraged to take appropriate steps to address it. Depending on the circumstances, this could include:

- Intervening where you feel able to do so.
- Supporting the victim to report it or reporting it on their behalf.
- Reporting the incident where you feel there may be a continuing risk if you do not report it.
- Co-operating in any investigation into the incident.

All witnesses will be provided with appropriate support and will be protected from victimisation.

Formal Investigations

The Employer will investigate complaints in a timely, respectful and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it.

The Employer will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague or a trade union representative of your choice, who must respect the confidentiality of the investigation.

Where your complaint is about an employee, the Employer may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation,

if circumstances require. The investigator will also meet with the alleged harasser to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.

Where your complaint is about someone other than an employee, such as a volunteer, customer, supplier or visitor, the Employer will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, the Employer will attempt to discuss the matter with the third party.

The Employer will also consider any request that you make for changes to your own working arrangements during the investigation. For example, you may ask for changes to your duties or working hours to avoid or minimise contact with the alleged harasser.

It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.

At the end of the investigation, the investigator will submit a report to the church wardens or the Rector as appropriate who will arrange a meeting with you, usually within a week of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague or a trade union representative to the meeting. A copy of the report and the manager's findings will be given to you and to the alleged harasser.

Action following the investigation

If the manager considers that there is a case to answer and the harasser is an employee, the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure. The investigation into your complaint may be put on hold pending the outcome of the Disciplinary Procedure. Where the disciplinary outcome is that sexual harassment occurred, prompt action will be taken to address it. If the harasser is a third party, such as a customer or other visitor, the Employer will consider what action would be appropriate to deal with the problem.

Whether or not your complaint is upheld, the Employer will consider how best to manage the ongoing working relationship between you and the person concerned. It may be appropriate to arrange some form of mediation or counselling, or to change the duties, or reporting lines of one or both parties.

Any staff member who deliberately provides false information in bad faith, or who otherwise acts in bad faith as part of an investigation, may be subject to action under our Disciplinary Procedure. However, you will not be disciplined or treated detrimentally because your complaint has not been upheld.

Appeals

If you are not satisfied with the outcome you may appeal in writing to your line manager, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

The Employer will hold an appeal meeting, normally within one week of receiving your written appeal. Where practicable, the appeal hearing will be conducted by a manager who has not been previously involved in the case. They may ask anyone previously involved to be present. You have the right to bring a colleague or trade union representative to the meeting.

The Employer will confirm the final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

Protection and support for those involved

Staff who make complaints, report that they have witnessed wrongdoing, or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under the Disciplinary Procedure.

If you believe you have suffered any such treatment you should inform your line manager, a church warden or the Rector. If the matter is not remedied, you should raise it formally

Reporting outcomes, confidentiality and record-keeping

Confidentiality is an important part of the procedures provided under this policy. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

When appropriate and possible, where a complaint is upheld, the Employer will advise the complainant of the action that has been taken to address their specific complaint and any measures put in place to prevent a similar event happening again.

Information about a complaint by or about a staff member may be placed on their personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

4. Data Protection

See the All Saints Privacy Statement which can be found at

<https://www.allsaintswokingham.org.uk/wp-content/uploads/2022/12/All-Ss-Data-privacy-notice-2022.pdf>

Policy statement

Everyone has rights with regard to the way in which their personal data is handled. All Saints PCC is committed to the correct and lawful treatment of this data.

Data users are obliged to comply with this policy when processing personal data. Any breach of this policy may result in disciplinary action.

About this policy

The types of personal data that we may be required to handle include information about current, past and prospective staff, volunteers, customers, congregational participants and others with whom we communicate. The personal data, which may be held on paper or on a computer or other media, is subject to certain legal safeguards specified in the General Data Protection Regulation (GDPR) and other regulations.

This policy and any other documents referred to in it sets out the basis on which we will process any personal data we collect from data subjects, or that is provided to us by data subjects or other sources.

This policy does not form part of any employee's contract of employment and may be amended at any time.

This policy sets out rules on data protection and the legal conditions that must be satisfied when we obtain, handle, process, transfer and store personal data.

Definition of data protection terms

- Data is information which is stored electronically, on a computer, or in certain paper-based filing systems.
- Data subjects for the purpose of this policy include all living individuals about whom we hold personal data. A data subject need not be a UK national or resident. All data subjects have legal rights in relation to their personal information.
- Personal data means data relating to a living individual who can be identified from that data (or from that data and other information in our possession). Personal data can be factual (for example, a name, address or date of birth) or it can be an opinion about that person, their actions and behaviour.
- Data controllers are the people who or organisations which determine the purposes for which, and the manner in which, any personal data is processed. They are responsible for establishing practices and

policies in line with the GDPR. The All Saints PCC is the data controller of all personal data used for the church's purposes.

- Data users are those of our employees and volunteers whose work involves processing personal data. Data users must protect the data they handle in accordance with this data protection policy and any applicable data security procedures at all times.
- Data processors include any person or organisation that is not a data user that processes personal data on our behalf and on our instructions. Employees of data controllers are excluded from this definition but it could include suppliers which handle personal data on our behalf.
- Processing is any activity that involves use of the data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transferring personal data to third parties.
- Sensitive personal data means information about a person's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition or sexual life, or about the commission of, or proceedings for, any offence committed or alleged to have been committed by that person, the disposal of such proceedings or the sentence of any court in such proceedings, genetic data and biometric data where processed to uniquely identify a person (for example a photo in an electronic passport). Sensitive personal data can only be processed under strict conditions, including a condition requiring the express permission of the person concerned.

Data protection principles

Anyone processing personal data must comply with the principles of data protection. These provide that personal data must be:

- Processed lawfully, fairly and in a transparent manner in relation to individuals.
- Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes (further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes).
- Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed (Data Minimisation).

Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purpose for which they are processed, are erased or rectified without delay.

- Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals.
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

The data controller is responsible for and must be able to demonstrate compliance with these principles.

Fair and lawful processing

- The GDPR is not intended to prevent the processing of personal data, but to ensure that it is done fairly and without adversely affecting the rights of the data subject.
- For personal data to be processed lawfully, they must be processed on the basis of one of the legal grounds set out in the GDPR. These include, among other things, the data subject's consent to the processing, or that the processing is necessary for the performance of a contract with the data subject, for the compliance with a legal obligation to which the data controller is subject, or for the legitimate interest of the data controller or the party to whom the data is disclosed. When sensitive personal data is being processed, additional conditions must be met. When processing personal data as data controllers in the course of our business, we will ensure that those requirements are met.

Specific Explicit and Legitimate Purposes

- In the course of our business, we may collect and process the personal data. This may include data we receive directly from a data subject (for example, by completing forms or by corresponding with us by mail, phone, email or otherwise) and data we receive from other sources
- We will only process personal data for the specific purposes set out in the Schedule or for any other purposes specifically permitted by the GDPR. We will notify those purposes to the data subject when we first collect the data or as soon as possible thereafter.

Notifying Data Subjects

If we collect personal data directly from data subjects, we will inform them about their rights under the GDPR including:

- The purpose or purposes for which we intend to process that personal data and the legal basis for the processing.
- The types of third parties, if any, with which we will share or to which we will disclose that personal data.
- The means, if any, with which data subjects can limit our use and disclosure of their personal data including the right to object to processing.
- The right of subject access.
- The right to be forgotten.
- The right to withdraw consent, where processing is based on consent.
- The right to rectification if data is inaccurate or incomplete.
- Rights related to automated decision making and profiling.

If we receive personal data about a data subject from other sources, we will provide the data subject with this information as soon as possible thereafter.

We will also inform data subjects whose personal data we process that we are the data controller with regard to that data.

Data Minimisation

We will only collect personal data to the extent that it is required for the specific purpose notified to the data subject.

Accurate data

We will ensure that personal data we hold is accurate and kept up to date. We will check the accuracy of any personal data at the point of collection and at regular intervals afterwards. We will take all reasonable steps to destroy or amend inaccurate or out-of-date data.

Storage limitation

We will not keep personal data longer than is necessary for the purpose or purposes for which they were collected. We will take all reasonable steps to destroy, or erase from our systems, all data which is no longer required.

Processing in line with data subject's rights

We will process all personal data in line with data subjects' rights, in particular their right to:

- Request access to any data held about them by a data controller
- Object to processing, including in particular to prevent the processing of their data for direct-marketing purposes.
- Ask to have inaccurate data amended
- Request the deletion or removal of personal data where there is no compelling reason for its continued processing.
- Prevent processing that is likely to cause damage or distress to themselves or anyone else.
- Obtain and reuse their personal data for their own purposes (where that right applies)

Data security

We will take appropriate security measures against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data. If there is a data security breach which will result in a risk to the data subject, we will report that breach to the regulator without undue delay and, where feasible, within 72 hours of becoming aware of the breach.

We will put in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. Personal data will only be transferred to a data processor if he/she

agrees to comply with those procedures and policies, or if he/she puts in place adequate measures himself/herself.

We will maintain data security by protecting the confidentiality, integrity and availability of the personal data, defined as follows:

Confidentiality means that only people who are authorised to use the data can access it.

Integrity means that personal data should be accurate and suitable for the purpose for which it is processed.

Availability means that authorised users should be able to access the data if they need it for authorised purposes. Personal data should therefore be stored on our central computer system instead of individual PCs.

Security procedures include:

- Secure lockable desks and cupboards. Desks and cupboards should be kept locked if they hold confidential information of any kind. (Personal information is always considered confidential.)
- Methods of disposal. Paper documents should be shredded. Digital storage devices should be physically destroyed when they are no longer required.
- Equipment. Data users must ensure that individual monitors do not show confidential information to passers-by and that they log off from their PC when it is left unattended.

Disclosure and sharing of personal information

We may disclose personal data we hold to third parties if we are under a duty to disclose or share a data subject's personal data in order to comply with any legal obligation, or in order to enforce or apply any contract with the data subject or other agreements; or to protect our rights, property, or safety of our employees, customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Dealing with subject access requests

Data subjects must make a formal request for information we hold about them. This must be made in writing. Employees who receive a written request should forward it to their line manager immediately.

When receiving telephone enquiries, we will only disclose personal data we hold on our systems if the following conditions are met:

- We will check the caller's identity to make sure that information is only given to a person who is entitled to it.
- We will suggest that the caller put their request in writing if we are not sure about the caller's identity and where their identity cannot be checked.

If unsure, employees should refer a request to their line manager. Employees should not be bullied into disclosing personal information.

5. Internet and Social Networking Policy

Computer assets are provided to employees primarily for business purposes. While reasonable personal usage is allowed this specifically excludes any usage which may contravene existing legislation (e.g. Data Protection). Excessive personal use of the Internet during working hours and/or the downloading, retrieval or storage of inappropriate or offensive material is expressly prohibited.

Messages for personal gain or solicitation, obscene graphics or documents, threatening or harassing messages, and jokes or text, which demean members of minority groups and/or specific individuals are expressly prohibited.

Staff who maintain personal websites or blogs or use social networking sites such as Facebook or Twitter, and who wish to mention or refer to the church or The Cornerstone either by name or in any other way, should comply with the guidelines listed below.

Whilst maintaining such sites and blogs, staff and volunteers must:

- ensure that any reference to the church or The Cornerstone is not defamatory, offensive, obscene, untrue or malicious
- not include or write anything which may bring the church or The Cornerstone into disrepute.

- not disclose any confidential information about the church or The Cornerstone or its members or customers.
- not breach the organisation's harassment and bullying policies, or any other of its policies
- ensure that they at all times act in a professional manner and uphold the reputation and ethos of the organisation.

Staff may only access personal websites, blogs or social networking sites during break times. This applies both to staff using workplace computers and mobile phones to access such sites.

Breach of this policy statement will be considered to be misconduct and will be dealt with within the framework of the organisation's disciplinary procedure. In a serious case it could result in an employee being dismissed for gross misconduct.

6. Copyright

Material can only be copied, adapted, displayed and published to the extent permitted by the copyright owner. Care should also be taken to ensure that by using any material, the PCC does not become committed to the copyright holder, for example being required to make a payment for each copy made. Each worker, including volunteers, is responsible for maintaining copyright compliance for documents or software, made available and accessed on the Internet.

Employees must comply with the copyrights of software posted to the Internet. Employees must not copy, install, or distribute software in a manner which violates the license agreement for that software or the copyright laws.

7. Use of Employer's Resources

Resources and equipment such as telephone, computer, photocopier, etc are provided for business use and should, not generally be used by employees or volunteers for personal purposes. Occasional, limited use of these is permitted but should be kept to a minimum. Excessive or improper use of such equipment and resources may lead to disciplinary action.

8. Return of Employer's Property

When employment or volunteer relationship with the Employer comes to an end, the worker is required to return to the Employer all of its property including keys and security devices, any petty cash float and all information contained in any media (paper or electronic).

9. Artificial Intelligence (AI) Usage Policy

Introduction

The aim of this policy is to reflect the Employer's values, morals and ethical standards by providing clear guidelines for the use of artificial intelligence tools. It clarifies what is and is not permitted in the workplace.

This policy does not form part of any contract with the Employer. The Employer reserves the right to amend or remove it.

This policy applies to anyone who works for the Employer. This includes employees, workers, contractors, agency workers, casual workers, interns and volunteers.

Core Principles

- AI should only be used in ways that respect the inherent dignity of all individuals

- Decisions made using AI should be transparent, explainable, and subject to human oversight. Employees are accountable for any AI systems they choose to use or deploy. AI use should be disclosed when used.
- AI should be used in a manner that protects the personal data and privacy of customers, congregation and volunteers, in line with relevant data protection laws/policies.
- AI generated content must be evaluated for bias to avoid discriminatory outcomes. All applications of AI should promote equity, inclusivity and genuine community.
- AI technologies must be safe, secure, and reliable. They must not pose harm to individuals, the community or IT systems.
- The use of AI should reflect a commitment to environmental sustainability.

Use which is permitted

- AI can assist in identifying needs of customers, members of the community and congregation but should not replace personal relationships.
- AI can streamline administrative functions, but decisions impacting individuals must remain under human discretion.
- AI can enhance communication but must not spread misinformation or replace meaningful human interaction.
- AI may be used for security purposes, respecting privacy and without infringing on individual freedoms.
- AI may be used to generate content drafts, conduct research and summarize text, but it should not be used to consistently generate significant percentages of published content. Any facts provided by generative AI should be verified against credible sources.

Generative AI may be used for the following tasks:

- Drafting and editing documents
- Producing attractive PowerPoint presentations, slides and charts
- Brainstorming ideas
- Research assistance
- Analysing data; and
- Automating repetitive tasks

provided that any information gathered, or content generated is only generated, reviewed and used in accordance with this policy.

- Use of AI should at all times be in accordance with our other policies.

Use which is not permitted

AI must not be used

- for non-work purposes when using the Employer's communications systems.
- to write responses to emails or communications, other than as a very preliminary draft which will need to be carefully tone- and fact- checked
- for internal reports, except as a contributing source to your research.
- to create or modify content produced at any stage of the appraisal process.
- to create or modify any written content applicable to recruitment, including job or promotion applications.

Risks and Dangers

Employees should be aware of the following potential risk areas:

- AI tools might generate content based on biased or outdated data.
- Over-reliance on AI tools might result in impersonal or insensitive communications, which could harm relationships with recipients (including colleagues and clients).
- There is a risk that use of AI tools may restrict workplace learning – if users do not take the time to make sure that they have understood the generated content before using it or passing it on.
- Using AI tools to process sensitive or personal information may increase the risk of data breaches or privacy violations.
- AI-generated content might inadvertently infringe on copyrights or trademarks.

- Where AI applications have been used to create content, this could raise ethical questions about transparency, fairness, and accountability.

Controlling the quality and appropriateness of generated content

When using AI generated content employees must ensure that the content is accurate, free from any bias or discriminatory content and appropriate for the purpose.

Monitoring and record-keeping

The Employer reserves the right to monitor the use of AI applications.

Employees must keep appropriate records whenever creating content using AI. This should include the date when the content was generated, and the prompt used to generate it.

Confidentiality and Privacy

AI applications are external resources. For this reason, employees must avoid inputting sensitive, confidential, personal or proprietary information into any AI. It should be used for general, anonymised purposes only.

Employees and volunteers should act on the basis that anything that is input could potentially be seen by others.

Consequences of breach

Any breach of this policy will be considered as a disciplinary matter which will be handled under our Disciplinary Policy.

10. Conflict of interest Policy

Legal duty of Trustees

All Saints PCC members are Trustees who have a legal duty to act only in the best interests of their charity. They must not put themselves in any position where their duties as trustee may conflict with any personal interest they may have.

Identify conflicts of interest.

Trustees each have an individual personal responsibility to declare conflicts of interest which may affect them. Trustees must ensure that they declare any interests which might affect the decision-making process of the PCC.

The Trustees should be aware of the declared interests of all Trustees and should be vigilant to identify and report any conflict of interest. The Trustee must take action on any potential conflict of interest and record the outcome in the Register.

Individual trustees who fail to identify and declare any conflicts of interest will fail to comply with their personal legal responsibility to avoid conflicts of interest and act only in the best interests of the charity.

Record conflicts of interest.

Any potential conflicts of interest should be declared to the PCC Secretary and recorded in the Register of Interests.

Prevent conflicts of interest from affecting decisions

Trustees must make their decisions only in the best interests of the charity. This means that they must consider the issue of the conflict of interest so that any potential effect on decision making is eliminated. How they do this will depend on the circumstances. In cases of serious conflicts of interest, it may mean the trustees deciding to remove the conflict by:

- not pursuing a course of action
- proceeding with the issue in a different way so that a conflict of interest does not arise
- not appointing a particular trustee or securing a trustee resignation

What is a conflict of interest

A conflict of interest exists even where there is the possibility that a Trustee's personal or wider interests could influence the Trustee's decision making.

Even the perception that there is a conflict of interest can damage the charity. Where the perception is not accurate because there is no conflict of interest, the Trustees should always be able to respond appropriately to the situation by managing the risks to the charity and being prepared to explain how they have made their decisions only in the best interests of the charity.

How do conflicts of interest arise?

Conflicts of interest usually arise where either:

- there is a potential financial or measurable benefit directly to a Trustee, or indirectly through a connected person
- a Trustee's duty to the charity may compete with a duty or loyalty they owe to another organisation or person

Further information

Further information can be found in the ["Conflicts of interest: a guide for Charity Trustees"](#) on the Charity Commission website.

11. Standards of Business Conduct

Employees and volunteers should ensure that all business is conducted in accordance with the procedures of All Saints Church and The Cornerstone. In general, this means behaving in a manner which is consistent with the law, with Charities legislation and with a Christian ethic. Failure to comply with these standards is regarded as gross misconduct and may result in termination of employment without notice or payment in lieu of notice

12. Health and Safety

Under the Health and Safety at Work Act, it is each employee's responsibility to act in a safe manner so as not to put themselves or other people at risk. Disregarding safety precautions may make result in disciplinary action and/or dismissal.

For full details, see the Health and Safety Policy.

13. Recruitment Procedure

Identifying a vacancy

Before any recruitment activity takes place, the PCC must be made aware of the reasons for the vacancy and approve the recruitment including the hours required and the budget for the post, including salary, employers NIC, employers pension contribution and any other associated costs.

The purpose and duties of the role must be clearly defined and documented, and a person specification drawn, identifying the skills and qualifications that are essential for the role. Where it can be justified, it is possible to state that a role must be held by a Christian. Where that cannot be justified, it is possible to state in the person specification or advertisement that the job holder must be comfortable working within our Christian ethos, which would not require them to be a Christian.

The recruitment process should follow the national Church safeguarding 'Safer Recruitment' guidance. The Acas guide to recruiting also provides useful guidance including advertising, interviews and discrimination.

Recruitment objectives

Every effort must be made to ensure that all recruitment and selection activities are conducted in a manner that is fair, effective and promotes equality of opportunity. Documentation relating to applicants must be

treated with the utmost confidentiality and in accordance with the Data Protection Act (DPA). Applicants will have the right to feedback and to access any documentation held on them in accordance with the DPA.

Recruitment process

Once approved by PCC, the recruiter(s) must determine the most appropriate method of soliciting applicants, review applications, invite short-listed candidates for interview, hold interviews, and notify both successful and unsuccessful candidates of the outcome of their applications.

A vacancy should be advertised in an appropriate manner which could include the Diocesan website, the Governments Find a Job website, church website, news bulletins, and social media. The role should be advertised for a minimum of two weeks.

The selection process should be transparent to the candidate, confidential, equitable to all candidates and free from conflict of interest. The people who conduct the shortlisting should ideally also do the interviewing. The interviewers should agree the format of the interview in advance, with pre-agreed competency-based questions. Notes should be taken during the interview so that the candidates can be scored against the criteria which have been set for that role.

Any recruitment paperwork should be retained only for as long as it is needed and should be kept confidential.

Conditional offer of employment

Any offer of employment must be conditional on:

- Receipt of references that are satisfactory for the role (detailed references are especially important if the individual is working with children or vulnerable adults);
- Evidence of right to work in the UK (e.g. work permit or passport);
- Establish whether an individual is fit for the role or if adjustments may be necessary;
- Evidence of qualifications essential to the role
- Disclosure and Barring Service check and confidential declaration (if required) (see the Safeguarding pages on the Diocesan website)

Contract of employment

All Saints template for the Statement of Main Terms and Conditions of Employment should be used as the basis of all contracts of employment.

14. Pay & Overtime

Salaries will be paid into the employee's nominated bank account by the end of each month.

Overtime

Employees who work in excess of their contracted hours may be paid the flat hourly rate for each complete additional hour or half hour worked in excess of the contracted hours. Such payments will only be made if the additional hours were agreed in advance by the employee's manager. Overtime claims must be signed by the employee and manager and submitted by 9th of the month following the period for which the overtime is claimed. The amount owed will be added to the salary payment in that following month.

Employees will not be required to work hours which exceed an average of 48 hours per week.

Time Off In Lieu (TOIL)

On occasions when the Employer asks an employee to work additional hours, the Employer may compensate the employee with time off rather than overtime payment. In such cases, the amount of time off will be equivalent to the amount of additional time worked. No more than ten hours should be accrued at any given time.

Time Off In Lieu is instigated by the Employer in agreement with the employee. Details of time accrued and time taken must be recorded.

Salary Reviews

Salary increases are awarded at The Employer's discretion based on performance. There is no guarantee or automatic cost of living element. Salary increases will not be awarded to employees whose performance is unsatisfactory.

15. Performance Management (Objective Setting and Appraisal)

Performance management is an on-going cycle of setting objectives or goals, informal reviews and formal annual appraisal (performance review). By providing clearly defined individual objectives that are aligned to those of the Parish and The Cornerstone, the manager enables the employee to see how their achievements contribute to the parish's success. At all times, employees should be clear about what is expected of them.

Any concerns on either side should be raised as and when they arise, rather than waiting for the formal annual review.

Details of the process can be found in Appendix 1.

Training and Monitoring

The PCC is responsible for ensuring that the appraisal process is followed in a timely manner and that line managers and employees receive training on the process where necessary.

16. Expenses

Employees will be reimbursed for actual and reasonable expenses necessarily incurred in the course of their work. Receipts should be provided wherever possible. The underlying principle is that there should be no significant gain nor loss to the employee. Employees must act responsibly and, in their employer's best interests at all times when incurring and claiming business expense.

Employees who travel to work by car may use the church car park in Norreys Avenue, but a space cannot be guaranteed. If no space is available, the cost of parking can be reclaimed as a business expense. Disabled employees may use the disabled space outside the Cornerstone and display their blue badge.

Claimable expenses

Wherever possible, expenses should be agreed in advance. Travel by car will be reimbursed at the HMRC mileage rate at the time of travel but not exceeding the rate for a 2000 cc engine car. Travel to and from work is not reimbursable.

Process for claiming expenses

Employees should submit a claim <https://www.allsaintswokingham.org.uk/churchmembersarea/resources/> to their line manager for approval and forwarding to finance for payment. All expense claims will be reviewed independently at least once per year by two members of the PCC.

17. Holiday

Annual Holiday entitlement

Holiday entitlement is stated in the employee's contract of employment. The holiday year runs from 1 January to 31 December

Approving Annual Holiday

Employees must obtain the prior approval of their manager for their holiday dates. Wherever possible the manager will try to accommodate employee requests, but all requests will be considered in the context of workload and operational needs. If an employee takes holiday without approval, they may be subject to disciplinary action.

Holiday Accrual Formula on joining or leaving employment

Holiday is earned on a pro-rata basis for each complete calendar month worked in the current calendar year. The entitlement will be calculated as follows:

- Annual holiday entitlement
- Multiplied by the number of complete calendar months worked in the year
- Divided by twelve (months in holiday year)

If an employee leaves with holiday entitlement to their credit, the appropriate amount of salary is added to his/her final salary settlement. For a terminating employee any "taken" but not yet "accrued" holiday i.e. a negative holiday balance, will normally be withheld from the employee's final pay cheque.

Holiday for Part Time Employees

Holiday entitlement for part time employees is calculated on a pro-rata basis.

Carrying Forward holiday

Employees may carry up to 5 days holiday over to the next year. For part-time employees, the number of hours in one normal working week may be carried forward. Any holiday carried forward from a previous year must be taken by 31 March.

18. Sickness Absence

Procedure

Employees must notify their manager on the morning of the first day of absence, as soon as reasonably possible, with the reason for the absence, likely duration and expected return to work date. While on sick leave the employee must keep their manager informed of their likely return to work date and any urgent business that is outstanding.

Certification

On the 8th day of absence (including weekends and public holidays) the employee must provide a doctor's "Fit Note". Employees will be entitled to Statutory Sick Pay in accordance with the prevailing legislation at the time. The maximum entitlement to statutory sick pay is 28 weeks.

The Employer reserves the right to seek independent medical opinion, subject to the provisions of the Access to Medical Reports Act.

Managers Responsibilities

The employee's manager must:

- Check doctor's medical certificate for dates, reason for illness and doctor's stamp
- Record all absences on Inland Revenue form SSP2,
- Monitor dates so that the necessary pay adjustments can be made.
- On the employee's return to work, ensure that the employee is fit to work

Medical Appointments

Where possible employees should attend medical appointments outside normal working hours. If appointments are required during working hours the employee must gain approval from their manager in advance of taking the time off.

Disciplinary Action relating to absence

Disciplinary action may be considered in accordance with the Disciplinary Policy in the following situations:

- Where there is significant evidence of abuse of the Sickness Absence Policy
- Where this abuse creates a particular ongoing operational difficulty
- Where an absence pattern develops which is of concern to the Employer

Before taking disciplinary action, and throughout the disciplinary process, the employee will be afforded every opportunity to discuss the situation.

19. Maternity Policy

The Employer complies with the statutory scheme of maternity rights from time to time in force.

Ante-natal care

The Employer will not unreasonably refuse pregnant employees time off work in order to attend an appointment for ante-natal care. Such an appointment must have been made on the advice of the employee's doctor, midwife or health visitor.

Requests for paid time off work for ante-natal care should, wherever possible, be made at least one week in advance of the proposed ante-natal appointment. Any such requests should be in writing and should be made to the employee's line manager.

The Employer may require the employee to produce a certificate from her doctor, midwife or health visitor, confirming her pregnancy. The employee may also be required to produce her ante-natal appointment card.

The Employer would prefer that ante-natal care should take place outside working hours and, if this is possible, employees are encouraged to arrange it. Part-time employees, particularly, may be able to arrange to attend for ante-natal care outside their working hours.

If it is not possible to arrange ante-natal care outside working hours, in order to minimise inconvenience at work, wherever possible ante-natal appointments should be arranged to coincide with the start or end of the employee's working day. Where time off is permitted during working hours, it will be paid at the employee's normal rate of pay.

Maternity leave

Employees are entitled to 52 weeks' maternity leave.

Notification arrangements

In order to qualify for maternity leave, a pregnant employee must, in or before the 15th week before the expected week of childbirth ("EWC") (or as soon as is reasonably practicable), notify her line manager in writing of the following:

- her pregnancy;
- the EWC; and
- the date on which she intends her leave to start.

The pregnant employee must enclose with this written notification a certificate (Form MAT B1) from her doctor, midwife or health visitor confirming the EWC. Having received this notification, the Employer will, within 28 days, set out in writing the expected date of return from maternity leave, assuming that the employee takes her full entitlement. The employee must give the Employer 28 days' notice (or as much as is reasonably practicable) if she wishes to change the start date for her maternity leave.

Maternity leave may not start earlier than 11 weeks before the EWC nor later than the actual date of the baby's birth.

If an employee is absent from work wholly or partly because of pregnancy or childbirth following the beginning of the fourth week before the EWC, then the period of maternity leave will automatically start on the first day of such absence.

In a redundancy situation the employee has a right of first refusal for suitable alternative roles appropriate to the employee's skills. That right arises from first notification of the pregnancy and lasts until 18 months after the EWC.

Right to return to work after maternity leave

The Employer will assume that employees will return to work after their full period of 52 weeks' maternity leave. However, if an employee wants to return to work before the end of the maternity leave period, she must give the Employer at least 8 weeks' notice in writing of her intended return date. If she attempts to return to work early without giving the Employer due notice of her intention to do so, then the Employer may postpone the return until the full 8 weeks' notice has been given or until the end of the maternity leave,

whichever is the earlier. During such a period of postponement the Employer is under no obligation to pay contractual remuneration to the employee.

Returning to work after any period of maternity leave

No employee may return to work within two weeks of childbirth.

An employee returning to work after maternity leave has the right to return to the same job on terms and conditions not less favourable than those that applied before the maternity leave subject to the following exception.

If a redundancy situation has occurred during the period of maternity leave and for that reason it is not reasonably practical for the employee to return to their old job, the employee is entitled to be offered any alternative vacancy as is available, on terms and conditions which are not substantially less favourable than those that applied prior to the maternity leave. The alternative job must be both suitable and appropriate for the employee to do in the circumstances. This right of first refusal for suitable alternative roles extends for 18 months after the EWC.

In the case of an employee returning to work after more than six months maternity leave an additional exception applies, as follows:

If it is not reasonably practical for the company to allow the employee to return to the same job, for a reason other than redundancy, the company must offer the employee a suitable alternative job, which is appropriate for the employee to do in the circumstances, on terms and conditions that are no less favourable than would have applied if she had not been absent.

Employee deciding not to return to work

If an employee decides not to return to work after all, she must give at least the notice of termination required by her Contract of Employment.

Maternity pay

The Employer will pay statutory maternity pay ("SMP") in accordance with its legal obligations from time to time. Currently, in order to qualify for SMP, a pregnant employee must satisfy the following criteria:

- she must have completed 26 weeks' continuous employment with the Employer into the 15th week before her EWC ("the qualifying week");
- she must still be employed by her Employer into the qualifying week;
- her average earnings must have been at or above the lower earnings limit for national insurance payment purposes;
- she must have started her period of maternity leave; and
- she must have given the Employer written notification in accordance with clause 3 above (including evidence of the EWC).

SMP is payable for a maximum period of 39 weeks. The Employer will pay SMP at the appropriate rate from time to time. SMP is subject to deductions for tax, national insurance and any other deductions which the Employer may legally make.

If a pregnant employee does not qualify for SMP, she may be able to claim state maternity allowance ("SMA"). She should claim SMA direct from her local office of the Department for Social Security.

Contractual benefits and maternity leave

An employee on maternity leave will continue to receive her contractual benefits other than remuneration. An employee will receive a statement setting out which of her benefits will continue (and confirming the terms on which any such benefit is available) when she starts her maternity leave.

Employer pension contributions will continue to be made at the usual rate during a period of paid maternity leave (including when SMP is paid).

Holidays

Employees will continue to accrue holiday throughout their maternity leave.

Health and safety

The Employer will carry out a risk assessment to assess which posts may present particular risks to new or expectant mothers and their babies. If any pregnant employee is employed in a position which has been identified as posing a risk to her health or to that of her unborn child, she will be notified immediately, and arrangements will be made to eliminate that risk.

For this reason, all employees are required to notify their line manager as soon as they are aware that they may be pregnant. If appropriate, arrangements will then be made to alter their working conditions, or if that is not possible and such a job is available, they will be offered a suitable alternative job.

If there is no suitable alternative job, the Employer has and reserves the right to suspend the employee on full pay until there is no longer a risk. These alternative arrangements may continue after the birth of the child if the employee returns to work and is still considered to be at risk.

If an employee has any concerns about her own health and safety, at any time, she should consult her line manager immediately.

Contact Days

The Employer may make reasonable contact with an employee on maternity leave for a number of reasons such as to discuss arrangements for her return to work, to keep her informed of important developments at the workplace, relevant promotion opportunities and other information relating to her job of which she would normally be made aware if she were working.

Keeping in Touch Days

The employee may undertake up to 10 "keeping in touch" days during her maternity leave which means working under her contract of employment by agreement with her Employer. The employee will be entitled to receive her contractual pay, which will depend on the agreement reached with her Employer as to the amount and nature of work.

Shared Parental Leave

The Shared Parental Leave Regulations provide an opportunity for qualifying parents to enjoy greater flexibility in how they care for their child. Parents can either share caring responsibilities between them or have one parent taking the main caring role depending on their preferences and circumstances. The rules relating to shared parental leave are complex and so, rather than set them out in full here, any staff interested in taking up their entitlement to shared parental leave should contact their manager for further details.

20. Paternity Leave Policy

To be eligible for paternity leave an employee must:

- have been employed for 26 weeks by the 15th week before the expected week of childbirth;
- be responsible for the upbringing of a child; and
- be the biological father of the child, married to the child's mother or the partner of the child's mother.

Subject to the above criteria, fathers may take two weeks' leave. Leave can be split into two separate blocks of one week each which must be taken within one year of the child's birth. Fathers who wish to take paternity leave should notify their line manager 28 days before they intend to take the leave.

Employees will be paid statutory paternity pay rather than their normal salary in respect of periods of paternity leave.

At the end of the period of paternity leave the employee is entitled to go back to the same job.

21. Neonatal Care Leave Policy

Parents of babies who are admitted into neonatal care up to 28 days old and who have a continuous stay in hospital of 7 full days or longer are eligible to take neonatal care leave. Eligible parents can take up to 12 weeks of leave on top of any other leave they may be entitled to, including maternity and paternity leave.

The leave must be taken within 68 weeks of the baby's birth.

Alongside the leave, Statutory Neonatal Care Pay (NCP) will be available to those who qualify for it. In order to qualify for NCP, an employee must have been employed for a minimum of 26 weeks prior to the leave being requested and earnings must have been at or above the lower earnings limit for national insurance payment purposes.

22. Adoption Leave Policy

The Employer complies with the statutory scheme of adoption rights from time to time in force.

Time Off for Adoption Appointments

Employees who are adopting a child are entitled to take time off to attend adoption appointments. The appointment must have been arranged by, or at the request of, the adoption agency. The time off must be taken before the date of the child's placement for adoption with the employee.

An employee adopting a child alone is entitled to take paid time off to attend up to five adoption appointments. Where an employee is part of a couple jointly adopting a child, the couple can elect for one of them to take paid time off to attend up to five adoption appointments. The other can elect to take unpaid time off to attend up to two adoption appointments.

Entitlement

In order for staff to be eligible for Adoption Leave they must meet all the following requirements. They must:

- be adopting a child;
- have received written notice from the adoption agency or local authority that they have matched the employee with a child and advised the expected placement date; and
- have agreed with the adoption agency or local authority that a child should be placed with them for adoption.

Only one parent can take adoption leave. If the employee's spouse or partner takes adoption leave with his or her employer, the employee may still be entitled to paternity leave.

Adoption Leave

The maximum period of adoption leave is 52 weeks.

In respect of adoption or fostering for adoption, leave may start on a date of the employee's choosing no more than 14 days before the expected placement date or on the placement date itself. Employees can change the date on which their Adoption Leave is to start by giving at least 28 days' notice, in line with the prevailing legislation.

Within 28 days of receiving the notice of intention to take Adoption Leave, the Company will write to the employee confirming the latest date on which the employee must return to work after Adoption Leave.

Adoption Pay

For 39 weeks of the 52-week period, employees are entitled to receive Statutory Adoption Pay ("SAP") provided that they have at least 26 weeks' continuous employment with the Employer ending with the Qualifying Week (the week in which the adoption agency or local authority notified them of a match or the 15th week before the Expected Week of Childbirth) and the employee's average earnings are not less than the lower earnings limit set by the government.

SAP is paid at 90% of normal earnings for the first six weeks followed by 33 weeks at the rate set by the government for the relevant tax year (or 90% of earnings if lower than the Government's rate).

Holidays

Employees will continue to accrue holiday throughout their adoption leave.

Rights during Adoption Leave Period

During adoption leave, the employee's contract of employment continues, and they will continue to benefit from their terms and conditions of employment, except for the right to pay.

If the employee is a member of the pension scheme, the Company shall make pension contributions during the paid period of adoption leave, based on the employee's normal salary.

Returning to work after Adoption Leave

Employees must return to work on the expected return date unless they advise the Company otherwise. Employees who wish to return to work early must give the Company at least eight weeks' notice. Employees who do not wish to return to work should give notice in accordance with their contract of employment.

An employee returning to work after adoption leave has the right to return to the same job on terms and conditions not less favourable than those that applied before the adoption leave subject to the following exception.

If a redundancy situation has occurred during the period of adoption leave and for that reason it is not reasonably practical for the employee to return to their old job, the employee is entitled to be offered any alternative vacancy as is available, on terms and conditions which are not substantially less favourable than those that applied prior to the adoption leave. The alternative job must be both suitable and appropriate for the employee to do in the circumstances. This right of first refusal for suitable alternative roles extends for 18 months from placement for adoption.

In the case of an employee returning to work after more than six months adoption leave an additional exception applies, as follows:

If it is not reasonably practical for the Company to allow the employee to return to the same job, for a reason other than redundancy, the Company must offer the employee a suitable alternative job, which is appropriate for the employee to do in the circumstances, on terms and conditions that are no less favourable than would have applied if they had not been absent.

Employees who wish to change their hours or other working arrangements on returning from adoption leave should make a request under the Flexible Working Policy.

Keeping In Touch Days

Employees can agree to work for the Company (or attend training) for up to 10 days during their Adoption Leave without that work bringing to an end their Adoption Leave. These are known as 'keeping in touch' (KIT) days. The Company has no right to require employees to carry out any work and employees have no right to undertake any work during Adoption Leave. Employees will be paid at their normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any adoption pay entitlement.

Contact Days

The Employer may make reasonable contact with an employee on adoption leave for a number of reasons such as to discuss arrangements for their return to work, to keep them informed of important developments at the workplace, relevant promotion opportunities and other information relating to their job of which they would normally be made aware if they were working.

Shared Parental Leave

The Shared Parental Leave Regulations provide an opportunity for qualifying parents to enjoy greater flexibility in how they care for their child. Parents can either share caring responsibilities between them or have one parent taking the main caring role depending on their preferences and circumstances. The rules relating to shared parental leave are complex and so, rather than set them out in full here, any staff interested in taking up their entitlement to shared parental leave should contact HR, who will be able to provide further details of the right and qualifying requirements.

23. Parental Leave Policy

Employees with at least one year's continuous service are entitled to take parental leave for the purpose of caring for a child under the age of 18. Employees may take a maximum of 18 weeks' parental leave.

Leave can be taken in blocks of one or two weeks (unless the child is disabled in which case leave may be taken in blocks of one day) and employees must give 21 days' notice of their intention to take parental leave. Employees may only take four weeks' leave in any twelve-month period and leave may be postponed by the company for up to six months where the business would be unduly disrupted. However, leave cannot be postponed when the employee gives notice to take it immediately after the time the child is born or is placed with the family for adoption.

Parental leave will be unpaid, but the employee will remain employed while on parental leave. At the end of the period of parental leave the employee is entitled to go back to the same job.

24. Carer's Leave Policy

An employee who has a dependant with a **long-term** care need may take one week's unpaid leave to provide or arrange care in each rolling 12-month period.

A person is a "dependant" for the purposes of carer's leave if they:

- Are a spouse, civil partner, child or parent of the employee.
- Live in the same household as the employee, otherwise than by reason of being the employee's boarder, employee, lodger or tenant, or reasonably rely on the employee to provide or arrange care.

A dependant has a "long-term care need" for these purposes if any of the following apply:

- They have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months.
- They have a disability for the purposes of the Equality Act 2010.
- They require care for a reason connected with their old age.

The leave may be taken in either individual days or half days, up to a block of one week.

The required notice period is either twice as many days as the period of leave required, or three days, whichever is the greater.

We may postpone carer's leave where all of the following apply:

- We reasonably consider that the operation of the business would be unduly disrupted if we allowed the leave during the requested period.
- We allow the employee to take a period of carer's leave of the same duration, within a month of the period initially requested.
- We give the employee a written notice within seven days of the initial request, setting out the reason for the postponement and the agreed dates on which the leave can be taken.

During the period of carer's leave, an employee is entitled to the benefit of all their terms and conditions, apart from pay, and will remain subject to all their usual obligations.

25. Dependant Care Leave

Employees are entitled to a reasonable amount of unpaid time off in order to take action which is necessary -

- (a) to provide assistance **on an occasion** when a dependant falls ill, gives birth, is injured or assaulted;
- (b) to make arrangements for the provision of care for a dependant who is ill or injured;
- (c) in consequence of the death of a dependant;
- (d) because of the unexpected disruption or termination of arrangements for the care of the dependant;
or
- (e) to deal with an incident which involves a child of the employee, and which occurs unexpectedly in a period during which no educational establishment which the child attends is responsible for him/her.

This right does not arise unless the employee informs the employer of the reason for their absence as soon as reasonably practicable and tells the employer for how long they expect to be absent.

For these purposes a dependant means a spouse, a child, a parent, or a person who lives in the same household as the employee, otherwise than by being their employee, tenant, lodger or boarder.

For the purposes of (a) and (b) above dependant also includes any person who reasonably relies on the employee for assistance on an occasion when the person falls ill or is injured or assaulted or to make arrangements for the provision of care in the event of illness or injury.

For the purpose of (b) above dependant includes any person who reasonably relies on the employee to make arrangements for the provision of care.

26. Parental Bereavement Leave

Staff who lose a child under the age of 18 are entitled to two weeks' parental bereavement leave which can be taken in a single block of two weeks or as two separate blocks of a week each. The leave can be taken at any time in the period of 56 weeks after the child's death. Staff with 26 weeks' continuous service and weekly average earnings over the lower earnings limit will receive Statutory Parental Bereavement Pay during any period of Parental Bereavement Leave.

27. Grievance Policy

The Employer reserves the right to amend, suspend or withdraw any part of this policy at its absolute discretion. This policy is not contractually binding on the Employer.

From time to time employees may have concerns on a range of different issues relating to their employment. Employees are encouraged to resolve any issues informally, but if this is unsuccessful, the employee may raise the issue as a formal grievance.

The objective is to reach a fair and prompt settlement of formal grievances to the satisfaction of all concerned. This grievance procedure provides mechanism for dealing with such grievances.

Every employee is entitled to use the Grievance Procedure to raise formally any employment related issue other than appeals arising from disciplinary action. At any grievance hearing, the employee has the right to be accompanied or supported by another willing employee (not a relative) if he/she wishes. Alternatively, an employee also has the right to be accompanied at the hearing by a trade union official if he/she wishes.

Grievance Procedure - Stage 1

Any employee having a grievance should, in the first instance, raise it with their immediate manager who shall consider the grievance fully and attempt to resolve the matter by replying in writing within two working days, and in any case no later than five working days of the matter being referred.

Grievance Procedure - Stage 2

If the employee is not satisfied with the reply, he/she may escalate the matter to the Standing Committee who shall notify the PCC and reply to the employee in writing within five [5] working days or another period agreed between the manager and the employee. The manager will make comprehensive notes of all discussions related to the grievance.

When the grievance has been resolved, copies of any documentation should be placed in confidence on the employee's Personnel file. These records will be kept for a period of five years before being destroyed as confidential waste.

28. Disciplinary Policy

From time to time there are those who fail to achieve the required standards of behaviour, conduct, performance and ethics expected of them or who breach procedures. This policy deals with those situations. It does not form part of the contract of employment.

The Employer reserves the right to vary its response in relation to disciplinary matters in appropriate circumstances, including giving a written or final warning immediately in cases which fall short of gross misconduct.

Principles of Disciplinary Policy

The Disciplinary Policy is based on certain principles of fairness, namely

1. The employee's case will be fully investigated before any disciplinary action (excluding suspension) is taken.
2. At any formal disciplinary hearing or appeal, the employee has the right to be accompanied or supported by another employee (not a relative or legal representative) if he/she wishes. Alternatively, an employee also has the right to be accompanied at the hearing by a trade union official if he/she wishes.
3. The employee will be advised of the nature of the disciplinary case brought against him/her at every stage of the procedure and will be given an opportunity to state his/her case before a decision is made.
4. The employee will be provided with written confirmation of any action resulting from the disciplinary procedure. This will remain on the employee's file normally for a period of 6 to 12 months.

At each stage of the disciplinary procedure, the employee has the right to appeal against the decision taken and should be told the name of the person to whom any appeal should be made; this should be someone who has not been involved in the case. The appeal procedure is set out below.

Informal Discussion Prior to Disciplinary Action

If an employee's standard of work or behaviour falls below an acceptable level, the manager will informally make them aware that this is unacceptable and point out how it must be improved. This shall be seen as a counselling session and the manager will place a record of the incident on the employee's file. This record will be used as evidence and /or reference in the formal disciplinary procedure. An informal discussion may include the issue of a verbal warning.

Disciplinary Procedure

The various stages of the Disciplinary Procedure are not necessarily cumulative, and the Employer reserves the right to miss out any of the stages bearing in mind the circumstances involved.

Disciplinary Stage 1: Written Warning

Where the employee's conduct and/or performance continues to be unacceptable following informal discussion or if the infringement is of a more serious nature, a written warning will be issued to the employee by the manager. The manager should give details of the warning, the improvement or change in behaviour required, the timescale allowed for this and the right of appeal. He/she will also be advised that a final written warning may be considered if there is no sustained satisfactory improvement or change. A copy of this warning will be kept on the employee's file but should be disregarded for disciplinary purposes after twelve months or upon evaluation of each individual case.

Disciplinary Stage 2: Final Written Warning

If the employee's conduct and/or performance is still unsatisfactory, or a breach of standards or policy is deemed so serious, his/her manager will issue a final written warning. The manager will give details of the complaint, warn the employee that failure to improve or modify behaviour will lead to dismissal or to some other action short of dismissal and refer to the right of appeal. A copy of this warning will be kept on the employees' file but should be disregarded for disciplinary purposes after twelve months or upon evaluation of each case.

Disciplinary Stage 3: Dismissal

Dismissals will normally result if an employee's performance and/or conduct remain unsatisfactory after the procedure above has been followed or where gross misconduct has occurred. The decision to dismiss should be taken only following a disciplinary meeting constituted in accordance with the principles outlined above. The employee will be provided with written confirmation of the decision, the date on which the contract between the parties will terminate, the appropriate period of notice (or pay in lieu of notice), the employee's obligations on departure and the appeals procedure. In the case of Gross Misconduct, termination will be without notice.

Gross Misconduct

Certain situations merit immediate dismissal without previous warning; this is viewed as gross misconduct and will normally result in summary dismissal (dismissal without notice). Where an employee is dismissed for gross misconduct, no pay in lieu of notice will be paid. The following is a guideline of instances that may merit summary dismissal.

- Theft, fraud and deliberate falsification of records
- Physical violence
- Serious bullying and harassment
- Sexual, racial, religious harassment
- Deliberate damage to property
- Serious insubordination
- Wilful violations or gross negligence of safety, security and child protection procedures or rules
- Misuse or unauthorised disclosure of confidential information
- Serious incapability whilst on duty brought on by alcohol or illegal drugs
- Bringing the Church or the Cornerstone into disrepute
- Serious breach of confidence
- Destroying the PCC's trust in the employee

This list is illustrative only and is not intended to be exhaustive. Offences of a similar magnitude will be dealt with in the same way. The seriousness of the offence will be judged in the context of the employee's role.

Suspension

In circumstances where The Committee needs time to investigate the employee's particular case, an employee may be suspended from his/her duties and asked to stay at home and be available should they need to be contacted. During suspension from work, the employee will normally remain on full pay. The anticipated duration of the suspension will be stated at the time and will be confirmed in writing but will normally not exceed 5 working days.

Appeals Procedure

Where any decision has been made as a result of a disciplinary process, the employee has the right of appeal. An appeal against a disciplinary decision should be sent, in writing within five working days of the disciplinary decision being made. The disciplinary letter will clearly state to whom an employee should appeal. The appropriate person will hear the appeals (wherever possible, no person previously involved in the Disciplinary process should form part of the Appeals process).

At the appeal the employee will be given the opportunity to state his/her case. Any disciplinary penalty previously imposed will be reviewed but it would not normally be increased. The employee should be informed of the outcome of the appeal and the reasons for the decision as soon as it is possible, and this should be confirmed in writing. This decision will constitute the final stage of the appeals procedure.

Criminal Offences

Criminal offences outside work will not automatically be treated as reason for dismissal. However, those which have a bearing on the nature of the job may constitute grounds for dismissal (e.g. crimes which prohibit the employee from working with children and young people). In such cases, the normal steps in the disciplinary procedure must be followed.

29. Whistleblowing

Whistleblowing is the term used when an employee passes on information concerning wrongdoing. The wrongdoing will typically (although not necessarily) be something they have witnessed at work. The Employer will observe the guidance outlined in the Government's website on Whistleblowing.

30. Drugs & Alcohol Policy

The Employer is committed to providing a safe and healthy working environment for employees and users of the Church and The Cornerstone. The abuse of drugs, alcohol or illegal substances is not condoned by the PCC. An employee who has this type of problem and seeks help from their manager will receive understanding and supportive treatment. If such help is not sought, the employee may be approached directly about the problem with a view to resolving it.

Continued abuse causing any deterioration in job performance or failure to take appropriate corrective action may result in disciplinary action. Addiction to alcohol or drugs will not excuse behaviour which would otherwise be a disciplinary offence.

Drinking alcohol during working hours is not permitted.

Incapability through alcohol may constitute an act of gross misconduct, resulting in summary dismissal.

Any employee who deals in illegal drugs, or who is under the influence of illegal drugs whilst at work will be considered to be committing an act of gross misconduct, rendering them liable to summary dismissal.

31. Flexible Working Policy

Eligibility

In order to make a request under this policy, the employee must satisfy the following conditions:

- be an employee; and
- not have made more than one other application to work flexibly during the past 12 months.

Applying to Work Flexibly

Any request for a variation must relate to:

- the hours required to work;
- the time required to work; or
- the place required to work.

Application must be made in writing explaining the variation being requested and the proposed commencement date.

Within a reasonable time of receiving a request, a meeting will be arranged with the employee to discuss it. This provides both parties with the opportunity to explore the proposed work pattern in depth and to discuss how best it might be accommodated. It also provides an opportunity to consider alternative working patterns should there be problems in accommodating the work pattern outlined in the application. The employee may be accompanied by a fellow employee as a companion.

The Employer will consider the request reasonably and notify the employee whether the request has been accepted. If the request is rejected, the employee will be given the reason(s) as why the application cannot be accepted and informed of their right of appeal.

A request may be rejected for one or more of the following reasons:

- the burden of additional costs,
- an inability to reorganise work amongst existing staff
- an inability to recruit additional staff

- a detrimental impact on quality
- a detrimental impact on performance
- detrimental effect on ability to meet customer demand
- insufficient work for the periods you propose to work
- a planned structural change to the organisation.

All requests must be considered and decided on within a period of two months from first receipt, unless both parties agree to extend this period. If the application is rejected, the employee will have a right of appeal within a reasonable period of time.

Accepted applications will result in a permanent change to their terms and conditions of employment unless otherwise agreed.

32. Hybrid Working Policy

About this policy

As part of our commitment to flexible working, we support hybrid working arrangements.

This policy aims to ensure that those working under a hybrid working arrangement are treated equally to workers based in the workplace and that hybrid working is carried out safely and in accordance with our policies and current legislation. It sets out the conditions on which hybrid working will be allowed and the terms that apply to all hybrid workers. Employees who allowed to work under a hybrid working arrangement, must comply with this policy.

Any reference to “workplace” in this policy is a reference to the place of work as specified in the contract of employment.

This policy does not form part of any employee’s contract of employment, and we may amend it at any time.

This policy applies to all employees.

Hybrid working arrangements

A hybrid working arrangement is a flexible working arrangement which allows an employee to split their working time between the workplace and an agreed remote working location, such as their home.

Hybrid working arrangements will differ depending on the nature of the role, duties and responsibilities and so are discretionary and subject to agreement with the line manager.

Any hybrid working arrangement is subject to the employee spending an agreed minimum amount of their work time working from their workplace. The remaining working time may be worked from the workplace or a remote working location, as agreed with the line manager.

The days and times worked from the workplace and the agreed remote working location are subject to agreement with the line manager and may vary to accommodate the needs of the business.

It is recognised that any agreed hybrid working arrangement is subject to the requirement for the employee to attend the workplace at the reasonable request of the Employer to accommodate the needs of our business, such as to attend training or meetings.

All hybrid working arrangements are subject to ongoing review and may be modified for reasons including a change in business needs or performance concerns.

If you have a flexible working arrangement that has been approved under a flexible working request, then it may not be possible for you to also work under a hybrid working arrangement.

Hybrid working arrangements agreed in accordance with this policy are discretionary and may be terminated in accordance with the final paragraph of this policy. If you want to permanently vary your contractual working arrangements so that you work from a remote working location for all or part of your working week, you will need to make a flexible working request.

Conditions necessary for hybrid working

Not all roles and not all jobs are suitable for hybrid working. A hybrid working arrangement is unlikely to be agreed if:

- the employee needs to be present in the workplace to perform their job, for example, because it involves a high degree of personal interaction with colleagues or third parties or involves equipment that is only available in the workplace;
- the employee's most recent appraisal identifies any aspect of their performance as unsatisfactory;
- the employee's line manager has advised them that their current standard of work is unsatisfactory;
- the employee has an unexpired warning, whether relating to conduct or performance; or
- the employee needs training and/or supervision to deliver an acceptable quality or quantity of work.

Employees who are working under a hybrid working arrangement must agree to:

- have a suitable working environment at their remote working location that enables them to carry out your role effectively;
- continue to work the hours required by their contract of employment;
- work independently, motivate themselves and use their own initiative;
- manage their workload effectively and complete work to set deadlines;
- identify and resolve any new pressures created by working from a remote working location;
- adapt to new working practices, including maintaining contact with their line manager and colleagues at work;
- exercise flexibility to make changes on the Employer's reasonable request to the hybrid working arrangement, including to the days, times and location from which they work (as between workplace and agreed remote working location), to meet the needs of the business;
- determine any resulting tax implications on them;
- make arrangements for the care of any children or other dependants when they are working from their remote working location; and
- finance any travel and/or related expenses incurred when travelling to and from their remote working location and their workplace.

Location

The primary remote working location should be agreed with the line manager in advance.

The primary remote working location must be within commuting distance of and within the same country as the workplace.

Management, training and workplace attendance

The line manager will remain responsible for supervising and assessing the employee in the same way as staff based in the workplace and will agree the best way to appraise performance and provide ongoing supervision in a remote way. The line manager will regularly review the hybrid working arrangements and take steps to address any perceived problems. They will ensure that the employee is kept up to date with any changes to the workplace or information relevant to your work.

The employee will be subject to the same performance measures, processes and objectives that would apply if they worked permanently in the workplace. If the employee receives an unsatisfactory grade in an appraisal or review or is subject to a warning for any reason, the hybrid working arrangements may be terminated immediately and the employee will be expected to return to work in the workplace.

The employee will be provided with the same opportunities for training, development and promotion as provided to staff based permanently in the workplace. [If the hybrid working arrangement will impact on the employee's ability to apply for certain roles, the line manager will discuss this with them to ensure that they are not denied any opportunity unfairly.]

The employee will attend the workplace or other reasonable location for meetings, training courses or other events which the employee is expected to attend.

When the employee does attend the workplace, they may have to hot desk or share a desk with someone else.

Health and safety

When working from the remote working location the employee has the same health and safety duties as other staff. They must take reasonable care of their own health and safety and that of anyone else who might be affected by their actions and omissions. They must attend the usual health and safety courses, read the health and safety policy and undertake to use equipment safely.

To identify any potential health and safety hazards at the remote working location and take appropriate steps to minimise risk, the Employer retains the right to carry out a health and safety risk assessment remotely or by arranging a home visit before or shortly after the hybrid working starts. The employee will be required to complete a risk assessment. The need for such inspections will depend on the circumstances, including the nature of the work undertaken.

The employee must not have meetings in the remote working location with customers and must not give customers the address or telephone number of the remote working location.

The employee must ensure that the working patterns and levels of work when working from the remote working location are not detrimental to their health and wellbeing. If the employee has any concerns about health or wellbeing arising as a result of workload or working pattern, they should be raised with the line manager without delay to discuss measures to deal with this.

Equipment and suitable workspace

The Employer will provide equipment that they consider reasonably required to work from the remote working location. The Employer will make all necessary arrangements for and bear the cost of installing, maintaining, repairing or replacing (where necessary) and removing equipment from the remote working location. Where equipment is provided, it remains the Employer's property, and the employee must:

- ensure it is only used by them and only for the purposes for which it has been provided;
- take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures; and
- make it available for collection by, or on behalf of the Employer when requested to do so.

It is the Employee's responsibility to ensure that they have a suitable workspace at the remote working location with adequate lighting for working.

The Employer is not responsible for the associated costs of the employee working from the remote working location, including the costs of heating, lighting, electricity, broadband internet access, mobile or telephone line rental or calls.

Data security and confidentiality

The line manager must be satisfied that all reasonable precautions are being taken to maintain confidentiality of material in accordance with the Employer's requirements.

The employee is responsible for ensuring the security of confidential information in their remote working location and when travelling to and from the workplace.

When working from the remote working location the employee undertakes to:

- change passwords regularly and comply with the Employer's instructions relating to password security;
- comply with the Employer's instructions relating to software security and to implement all updates to equipment as soon as you are requested to do so;
- send work-related emails and messages through the Employer's designated communication facilities;
- maintain a private space for confidential work calls;
- lock their computer terminal whenever it is left unattended;
- ensure no one else in the remote working location has access to confidential information stored on the computer or other devices;
- ensure any wireless network used is secure;
- shred or otherwise dispose securely of confidential information when it is no longer required and at all times comply with the Employer's instructions on document retention.

To comply with data protection obligations, the Employee will only store or process the Employer's data or personal data on equipment which has been provided by or authorised by the Employer.

If the employee discovers or suspects that there has been a data breach or an incident involving the security of information relating to the Employer, clients, customers or anyone working with or for the Employer, they must report it immediately to the line manager.

Termination of hybrid working arrangement

The Employer reserves the right to terminate the hybrid working arrangement immediately, for example, due to a change in business needs, performance concerns or if the employee's role changes such that hybrid working is no longer suitable.

33. End of Employment Relationship

Exit Interview

An exit interview should include:

- Identification of the reasons for leaving, if the employee is willing to provide these;
- Discussion with the employee about the proper handover of their duties;
- Making arrangements for the employee to return any equipment or property;
- Confirmation that the employee is aware of the arrangements that have been made for their departure, including the date on which any outstanding payments will be made to them.

On the employee's last day all security passes, passwords and other security measures must be disabled.

Resignation

An employee who wishes to leave should do so by submitting their resignation in writing to their manager.

This should be acknowledged with a letter which should include:

- details of the exit procedure, including work during their notice period;
- the notice period, the date employment ends and the last working day date;
- holiday pay and when they will receive their final pay;
- information about where to find information regarding pensions
- procedures for the return of the Employer's property;
- handover arrangements.

Manager and employee should then agree when colleagues will be told and by whom.

If the contract of employment makes provision for payment in lieu of notice (PILON), the employee may be told in writing that they are not required to work their notice. PILON is subject to the normal tax and NIC deductions.

Retirement

The leaving process is the same as for resignation. As a minimum, the employee should give the amount of notice stated in their contract, but it is beneficial to both parties if more notice is given.

There should be no disparity between retiring employees and other staff leaving the organisation which could amount to age discrimination against younger workers.

References

There is no obligation to provide a reference, but if one is provided, it must be fair and accurate and can only be issued after approval by the Rector or a Church Warden. Advice on providing references is available from ACAS

34. Appendix 1: Objective Setting and Appraisal Process

Objective setting and appraisal is a continuous cycle which can be summarised in the following steps.

Step 1 - Set work objectives

These objectives (also known as goals) must tie in with the parish vision and the duties outlined in the employee's job description. Objectives should be 'SMART':

- Specific - should state a desired outcome - a standard. What does the employee need to achieve?
- Measurable - how will the manager and employee know when an objective has been achieved? As well as the standard, what is the quantity of work required?
- Achievable - is the objective something the employee is capable of achieving, but also challenging?
- Relevant - do objectives relate to those of the team, the parish and The Cornerstone?
- Time-bound - when do the objectives need to be achieved? Agree a deadline.

Step 2 - Agree how objectives should be achieved

While objectives are the ends to be achieved, the necessary skills, knowledge, personal attributes and conduct are the means by which they are achieved. They can also be called competences or behaviours.

- Agree the competences needed for the job. The employee needs to understand what is expected of them, including how they should conduct themselves.
- Competences are often linked to development needs, so any training the employee may need to develop their skills and improve their conduct, should be considered and agreed with the employee.
- An example of competences might be "teamwork", which might be achieved by communicating with the team.

The employee should be given a written copy of the objectives that have been agreed.

Step 3 – Give feedback throughout the year

Informal feedback throughout the year is important to ensure that performance remains on track. Ideally this should happen in regular monthly one-to-one meetings between manager and employee, and on an ad hoc basis as required. Issues can then be addressed at an early stage before they become serious problems. There should be no surprises at the annual appraisal meeting.

Step 4 – Prepare for the appraisal

In preparation for the appraisal meeting the manager should:

- Consider how well the employee has met the objectives set at the beginning the year, with examples of when the objectives have been met particularly well and invite the employee to do the same.
- Set a date, time and place for the appraisal and let the employee know well in advance. Make sure that you will not be disturbed during the meeting.
- Invite the employee to prepare for the meeting by reflecting on his/her performance over the last year.
- Complete the manager's part of the appraisal form, including the goals and using the rating scale shown there.

Poor performance may indicate a training need. This should be included in the plan for the coming year.

Step 5 - Hold the appraisal meeting

During the appraisal meeting the manager should:

- Make clear the purpose of the meeting and how it will run.
- Go through the first objective and open up a two-way discussion, focusing first on what the employee has done well and listening to the employee.
- Highlight positive - and, where necessary, negative - aspects of performance. Performance ratings should be based on hard evidence of specific examples. Keep the discussion factual.
- Do this for each of the objectives.
- Agree and document development needs and target dates, any actions concerning objectives, including any new objectives, and target dates over the next 12 months.
- Give the employee the opportunity to write comments on the form.
- The completed Appraisal Form and action plan should be signed by the employee and the manager. One copy should be kept by the appraiser, one by the employee, and one should go on the employee's personal file.

Any issues affecting the employee's work should be dealt with then there and then if possible.

EMPLOYEE PERFORMANCE APPRAISAL FORM

Employee Name		
Job Title		
Period of Review		
Name of Reviewer		
Position of Reviewer		
Instructions		
<p>The Reviewer should assess all aspects of the employee's performance during the review period on the following scale:</p> <p>Outstanding – Performance consistently exceeds expectations</p> <p>Excellent – Meets and often exceeds expectations</p> <p>Satisfactory – Meets all expectations</p> <p>Needs improvement – Meets most expectations but some areas of weakness</p> <p>Unsatisfactory – Frequently fails to meet expectations</p>		
Objective being reviewed	Reviewer's comments	Rating
Overall assessment		
Employees Comments		
Objectives for next year	To be agreed by employee and reviewer	Dates to be achieved
Reviewer's Signature		Date
Employee's Signature: I confirm that I have read this appraisal and had the opportunity to discuss it with my manager		Date