

Archdiocese of Southwark



Staff Handbook

July 2017

CONTACT DETAILS

If you need further information or explanation about anything contained in this handbook, please raise it in the first instance with your immediate manager. For all other queries please use the contact details are below:

Payroll

The Roman Catholic Diocese of Southwark
Diocesan Payroll Service
59 WESTMINSTER BRIDGE ROAD
LONDON SE1 7JE
Telephone 020 7960 2500

Completed forms for Payroll should be sent to the above address or emailed to:

Email: payroll@finance-rcdsouthwark.org

Human Resources

The Roman Catholic Diocese of Southwark
Human Resources
59 WESTMINSTER BRIDGE ROAD
LONDON SE1 7JE
Telephone: 020 7960 2500

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TERMS AND CONDITIONS OF EMPLOYMENT

1. STARTING WORK

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1.1 CONFIRMATION OF EMPLOYMENT

You will already have been interviewed and have received a formal offer of employment and your Statement of Terms and Conditions of Employment, providing the key details of your job, pay and hours etc. All other employment conditions are detailed in this Staff Handbook.

1.2 NEW EMPLOYEE DOCUMENTATION

On starting with the Diocese you will be required to complete, as a new employee, one of our New Starter Forms (see website). This contains information such as your bank details. Your manager will need to sign this form for payroll. The form should be sent to Roman Catholic Diocese of Southwark, Payroll Department, 59 Westminster Bridge Road, London, SE1 7JE or scanned and emailed to payroll@finance-rcdsouthwark.org. You must be paid via the Diocesan payroll to ensure that you are compliant with HMRC and Government pension regulations.

You will also be required to provide us with your P45 for the current tax year, which is obtainable from your previous employer. If you do not have a P45 for the current tax year you will initially be taxed at the Basic Rate until your correct tax code is established.

1.3 PROOF OF PERMISSION TO WORK IN THE UK

It is a condition of employment that you produce the required documentation to prove that you have permission to work in the UK. In some circumstances this proof may be required on an annual basis. Failure to provide legitimate documentation will result in summary dismissal.

Acceptable forms of proof are:

- For EU or Swiss Nationals – current passport
- For Nationals of countries outside of the EU or Switzerland – current passport or residency documentation and current work visa

You must provide originals of these documents which will be photocopied and retained in your personnel file. Additional identification documents will be required if your job is subject to a Disclosure and Barring Service (DBS) check. Your employment will automatically cease on the expiration of a work visa.

1.4 DISCLOSURE AND BARRING SERVICE (DBS)

There are a number of jobs within the Diocese that will require a DBS check. Jobs requiring a mandatory DBS check are determined at a national level and we have no choice in the matter. Your offer of employment will be conditional upon the receipt of a satisfactory DBS disclosure and you will not be permitted to start work until your DBS check is complete and acceptable.

The information required from an individual undergoing a DBS check will vary depending on both the individual and their job role. If a DBS check is required we ask you to be co-operative in supplying the necessary information and patient in the time taken for the checks to be completed. Failure to provide complete information and/or receipt of an unsatisfactory DBS check will result in the removal of the offer of employment.

1.5 REHABILITATION OF OFFENDERS

Under the Rehabilitation of Offenders Act 1974 spent convictions and cautions do not have to be revealed by a candidate/new employee except where a DBS disclosure is required. Full details are in Appendix B. Failure to reveal a conviction/caution when required to do so may lead to dismissal.

1.6 MEDICAL CONDITIONS

It is a condition of your employment that you advise us prior to joining if you have any medical condition that requires special arrangements to be made. In addition, you must advise us of any medical condition (such as diabetes, asthma, epilepsy, etc) which might require emergency first aid.

It is also a condition of your employment that you advise us immediately if you develop any such medical conditions during the course of your employment with us.

1.7 PROBATIONARY EMPLOYMENT

In accordance with standard business practice, you will undergo a period of probation, as detailed in your **Offer of Employment** letter. During this period we shall review with you your on-going performance and suitability. Naturally we would hope to confirm your position as permanent, but it may be necessary to extend the probationary period, or if you prove to be unsuitable to terminate your employment within or at the conclusion of the probationary period.

1.8 INDUCTION TRAINING

On commencing employment with the Diocese, you will receive induction training, appropriate to your role within the Diocese including all necessary Health & Safety training. Equally important is to ensure that all new joiners understand the ethos, charism and spirit of the Diocese and this too will be covered in the induction training.

1.9 PERFORMANCE REVIEW

It is our practice to monitor performance on an ongoing basis, in the belief that minor issues can be identified at a very early stage and rectified, either by retraining or by informal counselling. In this way, we feel we can create a positive approach to problem solving and improve efficiency. Should it not be possible to resolve any performance problems informally then we will invoke the Disciplinary Procedure (**see Section 32**).

1.10 VOLUNTEERING

We recognise that many of our employees have become members of staff because they had originally volunteered in their local parish or elsewhere within the Diocese. Whilst we have no wish to discourage volunteering we do not permit our employees to also volunteer unless there is a very clear distinction between the voluntary work and their paid work. If you wish to volunteer as well as be an employee of the Diocese you must seek permission for the volunteering from your line manager. Permission will not be granted if any of the following apply:

- The nature of the voluntary and paid work are similar - e.g. both administrative, as this may create confusion as to what is paid work and what is voluntary work
- The hours required for the voluntary work may either clash with the paid employment or have an adverse effect on the paid employment
- The nature of the voluntary work may create a conflict of interest with the paid work – e.g. an employee could not sit on the Finance Committee as that committee may have to discuss staff salaries

If voluntary work is permitted, we reserve the right to require it to be stopped immediately if we believe that it is in any way adversely affecting your paid employment. Your paid employment must always take precedence over your voluntary work and failure to give up or modify your voluntary work if requested could lead to disciplinary action.

2. EMPLOYMENT

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2.1 CONTRACT OF EMPLOYMENT

Your contract of employment is with the Trustees of the Roman Catholic Diocese of Southwark. In relation to parish employees the parish priest acts as an agent for the Trustees. In relation to those employed by the Diocesan agencies, the Statement of Terms and Conditions of Employment will detail who acts for the Trustees in the employment relationship. The Statement will also detail your reporting line. If you do not have a contract of employment please contact the HR Department.

2.2 PRIESTS OF THE DIOCESE

Priests of the Diocese do not have employment contracts with the Diocesan Trustees, but hold office as priests under an appointment from the Archbishop. They have no relationship with the Trustees other than when, as parish priests, they act as agents for the Trustees in relation to parish property and staff. As there is no remuneration for the role of Trustee's agent, the priests of the Diocese are not employees of the Trustees.

2.3 PRIESTS FROM OTHER DIOCESES, ORDERS AND SOCIETIES

Priests from other Dioceses, Orders and Societies receive appointments for work in the Diocese of Southwark on the basis of the arrangements in [section 2.2](#) above. Any note setting out the remuneration of such priests is a note clarifying how the emoluments attached to the office are to be applied, and is not a contract of employment.

2.4 PERMANENT DEACONS

Permanent Deacons are ordained on the understanding that they will support themselves and their families from their secular employment. Where a permanent Deacon obtains a post from the Diocese, so that this post substitutes for secular employment, he is entitled to receive a contract of employment and to be treated as other employees. There is, however, no contract in relation to his pastoral work as a permanent Deacon.

2.5 CHANGES TO PERSONAL DETAILS

It is important that you keep us informed of any changes to your personal circumstances such as a change of address or bank details. Please use the Notification of Details by Employee Form (see website).

2.6 CHANGES TO EMPLOYMENT CONDITIONS

If a change is made to any of your employment conditions such as a change to hours or salary, these must be notified on the Changes Form (see website) which **MUST** be signed by your line manager. No changes will be made without the authorisation of your line manager.

3. PAY

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3.1 SALARIES

Your principal statement of terms and conditions of employment will indicate your rate of pay (including whether or not you are entitled to overtime pay for additional hours) and the frequency and method of payment. You will be issued with a pay slip, which shows your gross pay and the deductions that have been made, i.e. Tax and National Insurance. Pay slips are sent to your home address.

If you encounter any problems with your pay, e.g. incorrect payment, underpayment, overpayment, incorrect deductions etc. then all such problems should be raised with your manager. Please note that in the event of an overpayment, the excess payment will normally be deducted in full from your next payment. You will be given advance warning of any such deduction and any individual hardship will be taken into account and may result in agreement for repayment over a longer period.

3.2 PAY DATES/PAYROLL PROCESSING

You will be paid via the central Diocesan payroll.

The Official Pay date is the last day of the calendar month. However, payment will in practice be made on the 24th of the month (for December the 15th) and where this falls on the weekend or Bank Holiday the payment will then be made on the preceding working day. Payroll cut off (the last day for processing changes in that month) is 4pm on the 9th of each month, except for the December pay run when it will be November 29th. If the 9th (or 29th) falls on a weekend or Bank Holiday then the cut off will be 4pm on the preceding Friday. It is essential that changes are sent as soon as possible rather than kept until the last minute so that there is no time to clear any queries. All deductions relating to tax, National Insurance, pension contributions, etc. where applicable should be made via the payroll.

Under current rules we have to advise Her Majesty's Revenue and Customs (HMRC) of certain information such as your hours of work, rate of pay, etc. every time you are paid. This is called Real Time Information (RTI). It is important, therefore, to ensure that Payroll is updated every month if your working hours vary.

3.3 NATIONAL LIVING WAGE

You should be receiving at least the national living wage for the work you undertake. These rates change annually in October and can be found at www.gov.uk.

If you do not think you are receiving the national living wage please raise it immediately with your line manager. The national living wage may not apply if you receive board and/or lodgings as part of your remuneration package.

3.4 OVERTIME PAYMENTS

Whether or not you are eligible to receive overtime payments depends on the role you undertake. Your eligibility is detailed in your statement of terms and conditions of employment. If you are requested to work overtime and you are entitled to be paid for it, you will usually be offered time off in lieu and an overtime payment is normally only made if the time off in lieu cannot be taken. Overtime is usually paid in arrears and at your normal rate. All overtime must be authorised in advance by your Manager and claims for payment made on the appropriate overtime form. Please ensure that any overtime hours are submitted to Payroll.

3.5 LEAVING OUR EMPLOYMENT

If you leave our employment it is essential that your manager completes the Leavers Form (see website) and returns it to Payroll as soon as your leaving date is known. You are required to give the notice period stated in your statement of terms and conditions of employment.

3.6 INCOME TAX

The Diocese is responsible for making tax and National Insurance payments on your behalf, where they are due. It is essential that you provide us with accurate information to ensure that the correct payments are made on your behalf. The Diocese accepts no liability whatsoever for incorrect or no payments being made as a result of inaccurate information being supplied by yourself. If, on joining, you are unable to provide us with a P45 from the current tax year you will initially be taxed at the Basic Rate until your correct tax code is established. In addition, earnings are cumulative, so if you have more than one job, it might be that the income you earn in your job with us takes you over the tax threshold and so you may pay tax on your earnings with us even though the actual amount you earn with us falls below the tax threshold.

The tax year changes over in the first week of April each year and following the end of the tax year, you will be issued with a Form P60 which indicates the total pay you have received over the previous tax year and the relevant deductions that have been made for National Insurance and Income Tax. Form P60 is issued as a legal requirement for employers, and we are unable to provide duplicate copies. Please ensure that you retain this document in a safe place.

All queries on income tax must be addressed to HM Revenue and Customs as even if the wrong code is issued we are obliged to follow their instructions. Notifications to the employee by HMRC cannot be used by the employer. The HM Revenue and Customs Office for Roman Catholic Diocese of Southwark employees is - HMRC, Pay As You Earn, PO Box 1790, Liverpool L75 1WX

Tax Help Line Tel 0845 3000 627. When contacting them you will need your National Insurance number and the Payee reference number for the Diocese which is 846/C1700

3.7 STATE BENEFITS

Many of our employees may be entitled to receive state benefits in addition to the salary they receive from the Diocese. We will provide whatever information is necessary for you to claim any state benefits to which you are legitimately entitled. We accept no liability, however, for any penalties arising from fraudulent claims. Evidence of fraudulent benefit claims will result in immediate disciplinary action including summary dismissal.

4. HOLIDAYS AND LEAVE

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4.1.1 HOLIDAY ENTITLEMENT

The holiday year runs from 1st January to 31st December. Your personal holiday entitlement is stated in your Statement of Terms and Conditions of Employment. The minimum annual leave entitlement is 28 days, for a full time member of staff, ***including*** public holidays. If you work part time your entitlement to annual paid holidays is based on the percentage of time you work. For example, if you work 3 days a week (irrespective of which days you work) you are entitled to 3/5^{ths} of the annual holiday entitlement (including public holidays). You would be expected to take off any public holidays which fall on a day when you would normally be at work.

You may also receive additional local holidays which may vary from location to location. These are provided entirely at the discretion of the organisation.

Holiday entitlement accrues during the year and your entitlement for part years of service (for new joiners and leavers) will be calculated as 1/12th of the annual entitlement, for each completed month of service, during the prescribed current holiday year.

You are not permitted to carry over unused holiday entitlement from one holiday year to the next holiday year or to be paid for unused holiday. However, if at the **specific request** of your employer, you have been unable to take all of your holiday entitlement then you will be permitted to carry some over or to be paid in lieu. This will be entirely at the discretion of the Diocese.

4.1.2 HOLIDAY PAY

Your holiday pay is calculated using your basic weekly rate of pay, exclusive of overtime or any allowances. If your basic weekly rate varies from week to week, then your holiday pay will be based on an average taken over a 12 week period.

4.1.3 HOLIDAY REQUESTS

In general terms, we seek to be as accommodating as possible in granting time off for annual holidays. However, some locations, due to the nature of the local operation, may have to specify certain holiday periods. Your personal statement of terms and conditions of employment will state if any of your annual holiday entitlement is subject to specified times and/or durations. In the case of specified holiday applying, you will be notified of the specific dates at the start of each holiday year. Once confirmed, holiday dates will not normally be subject to change. Advanced payment for holidays is not permitted.

All holiday requests are to be submitted to your Manager at least 4 weeks in advance if you wish to take holiday of one week or more (see website for form).

There are no rights to take unpaid leave (except in the circumstances in **Section 4.2** below) so any such requests would be entirely at the discretion of your Manager. The adjustment to your pay will generally occur in the month following your return from unpaid leave.

If you wish to take less than one week, then at least one week's notice must be given, if possible. Any employee wishing to take more than 2 working weeks, must seek their Manager's approval at least 3 months in advance. Holidays must not be booked without receiving the correct prior authorisation. Unauthorised holiday will be subject to disciplinary action. Holiday requests must be made in writing and could be made using the Absence Request Form. Should you disregard this rule and we are subsequently unable to grant your "request" (absence request form available on website), we will not be liable for any financial loss you might incur, e.g. forfeiture of deposits or reservation penalties. Disciplinary action, including dismissal, will be taken if you proceed with taking a period of holiday which has been specifically denied.

If you are employed on a term time only contract, all of your paid holidays must be taken during the school holiday period.

4.1.4 LEAVING DURING THE HOLIDAY YEAR

In the event of your employment terminating during the holiday year (except for summary dismissal for gross misconduct) you may be required to take any holidays accrued but not taken in that holiday year, during your notice period. Should there be insufficient time during your notice period for you to use up all of the holidays accrued and due to you, the outstanding balance will be paid in lieu as part of your final termination pay.

Your holiday entitlement will be recalculated as (total annual holiday due/12, rounded to the nearest whole day) day's holiday for each complete month worked in the year.

If you are summarily dismissed for gross misconduct and are so informed at the time, you will forfeit all entitlement to any accrued outstanding holidays or holiday pay which may be due to you.

In the event of your employment terminating during the holiday year and you have taken holidays in excess of the number of days accrued and due to you, at the effective date of the termination of your employment we reserve the right to recover a sum equal to the amount of excess holidays taken, by making a deduction from your final pay. You will be notified of such, at the time and it is an express condition of your employment that you comply with this. In signing the acceptance of your terms and conditions you are expressly agreeing to such a deduction from final pay in these circumstances.

4.1.5 SICKNESS DURING HOLIDAYS

There is no legal requirement to convert holiday entitlement to sick leave in the event of you being sick during a holiday period. We may, however, consider such a conversion on the production of a valid medical certificate stating the reason for and the duration of any period of sickness during a holiday. Each case will be considered on its merits and no such conversion will be entertained without a medical certificate.

4.2 ADDITIONAL TIME OFF WORK

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4.2.1 Medical/Dental Appointments

We recognise that there will be occasions where you will request time off for medical /dental appointments. Such requests will only be granted at the discretion of your Manager, and in the interests of Diocesan efficiency, you should try and keep such requests to a minimum and, where possible, arrange for such appointments to be made outside your normal working hours. If you work part time we request that **all** such appointments are made at a time when you would not normally be at work.

4.2.2 Family Leave

We recognise that at various stages in employees' working lives, there will be a need for them to deal with domestic and family commitments and responsibilities. We aim to offer practical help in dealing with these circumstances through our Family Leave Policy. There are a number of types of leave, which fall under this heading and no employee taking advantage of this leave will suffer any type of detriment.

4.2.3 Parental Leave

1. Employees who have at least one year's continuous service will be entitled to 13 weeks' parental leave upon the birth of their child. This may be taken at any time up until the child's 5th birthday. This right also applies to employees who have acquired formal responsibility for a child, such as guardians.
2. The right also applies to adoptive parents. However in this case the right to leave covers the period of 5 years from the date of adoption or until the child's 18th birthday, whichever is the sooner.
3. Parents of disabled (getting a disability living allowance) children can take up to 18 weeks of parental leave up until the child's 18th birthday.
4. If you work part time, your leave entitlement is pro-rated on the actual hours worked.
5. You have no legal right to parental leave if :
 - you have worked here for less than a year
 - you are the grandparents or step-parents of the child
 - you are the long-term foster parent of the child

However we would give serious consideration to requests for parental leave in these circumstances. Each case would be considered on its merits and would be entirely at the discretion of the Diocese.

6. Employees may not take parental leave in periods of less than one week at a time, except in the case of parents of a disabled or long term sick child.

7. A week is defined as your usual working week – e.g. if you only work 2 days per week then that is your usual working week.
8. Employees may not take more than 4 weeks parental leave per year, per child. Approval for periods of leave longer than 4 weeks is entirely at the discretion of the Diocese.
9. Applications for parental leave must be made, in writing, to your Manager, giving at least 28 days notice. You may be required to provide evidence of the child's age and your responsibility for him/her. If you intend to take time off immediately after the birth or adoption of a child, then you must give at least 28 days notice of the expected date of birth or adoption.
10. In order to meet the needs of the Diocese, in certain extreme circumstances it may be necessary to postpone parental leave (except in cases of leave taken immediately after birth or adoption). In such cases you will receive at least 7 days notice, in writing, of the postponement. The notice will also give the reason for the postponement and suggested new dates for the parental leave.
11. You will remain employed during the period of parental leave and your terms and conditions (except for pay – see below) will remain intact. Provided that the period of parental leave does not exceed 4 weeks then you will return to your same job. If, at your request, a longer period of parental leave is taken then the Diocese cannot guarantee return to the same job, although the same terms and conditions will apply.
12. Where both parents are employed by the Diocese each will be entitled to take parental leave, but it is unlikely that we will be able to permit both to take their parental leave at the same time.

13. Payment of salary will NOT be made for any parental leave taken.

4.2.4 Compassionate Leave

1. You **may be given up to a maximum of 5 days'** paid compassionate leave where a member of your immediate family (i.e. mother, father, brother, sister, spouse, child, or long term partner) dies, is seriously ill or in severe distress.
2. Additional days of unpaid leave may be granted at the discretion of the Diocese.
3. You should contact your Manager as soon as possible if you need to make use of this provision.
4. Compassionate leave for other family members will not usually be granted and any time off should be taken from the annual leave entitlement. Exceptional circumstances will be considered.

4.2.5 Urgent Family Leave

1. All employees **may be given up to a maximum of 5 days** absence per year as **URGENT** family leave, in addition to annual leave and other absence entitlements. Payment for urgent family leave is entirely at the discretion of the Diocese.
2. Family leave may be granted for pressing and important family reasons such as emergency childcare, medical care / appointments etc.
3. Requests for family leave must be made to your Manager. Wherever possible, such requests should be made in advance. Where the reason for the request is family illness, a medical certificate may be required.
4. Generally, not more than 2 days family leave may be taken at a time, although this may be extended at the discretion of the Diocese.

It is of the utmost importance that your manager is kept informed of your plans at all times in these circumstances for the smooth running of the Diocese.

4.2.6 Jury Service

If you are called to attend Jury Service you will receive 2 weeks on full pay. If the case goes beyond the initial 2 weeks, we would ask the employee to claim the maximum daily allowance from the court and we will top it up to full pay for a further 4 weeks. Payment beyond a total of 6 weeks will be entirely at the discretion of the Diocese.

4.3 MATERNITY POLICY AND PROCEDURE

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POLICY

It is our policy to comply with both the letter and spirit of the law on maternity rights. Our aim is to inform all female employees of their entitlement to statutory maternity rights and to ensure that those rights are understood by employees who qualify. If you are adopting a child or having a baby through surrogacy please see [section 4.6](#) below.

4.3.1 RIGHTS FOR PREGNANT WORKERS

- Pregnant employees are allowed paid time off to attend antenatal appointments. Apart from the first appointment, you must show an appointment card if we ask you for one.
- We will ensure that pregnant employees are not treated unfairly, including by other colleagues.
- We will undertake a risk assessment of pregnant employees to ensure that their work environment and nature of the job continues to be safe for them whilst they are pregnant
- All women can take up to 52 weeks' maternity leave – with payment in up to 39 of those weeks depending upon qualifying conditions. You will not be allowed to return to work for the first two weeks after the birth.
- If the pregnant employee returns to work within the first 26 weeks of maternity leave (Ordinary Maternity Leave) she can return to her same job, on exactly the same terms and conditions.
- If the pregnant employee returns to work after the first 26 weeks of maternity leave (Additional Maternity Leave) she can return on the same terms and conditions, but not necessarily to the same, although to a similar job, if it is not practical to keep her old job open.
- You may be able to take part in shared parental leave with the baby's father if you and he meet the qualifying conditions
- All employees returning from maternity leave have the right to request to work flexibly. We will do our utmost to accommodate requests to work flexibly and will advise you in writing if we are unable to grant such a request.

4.3.2 MATERNITY LEAVE

Statutory Maternity Leave is 52 weeks. It is made up of:

- Ordinary Maternity Leave - first 26 weeks
- Additional Maternity Leave - last 26 weeks

You don't have to take 52 weeks but you must take 2 weeks' leave after your baby is born (or 4 weeks if you work in a factory).

Start Date and Early Births

Usually, the earliest you can start your leave is 11 weeks before the expected week of childbirth. Leave will also start:

- the day after the birth if the baby is early
- automatically if you're off work for a pregnancy-related illness in the 4 weeks before the week (Sunday to Saturday) that your baby is due

Change Your Return to Work Date

Unless you have chosen to come back earlier than your 52 weeks, we will assume that you are going to return at the end of the 52 weeks. If you want to change your return to work date, please give us 8 weeks' notice.

4.3.3 MATERNITY PAY

Statutory Maternity Pay (SMP) is paid for up to 39 weeks. You get:

- 90% of your average weekly earnings (before tax) for the first 6 weeks
- £140.98 (as at April 2017) or 90% of your average weekly earnings (whichever is lower) for the next 33 weeks

SMP is paid in the same way as your wages (e.g. monthly or weekly). Tax and National Insurance will be deducted as appropriate.

If you take Shared Parental Leave (SPL) (see [Section 4.4](#) below) you will get Statutory Shared Parental Pay (ShPP). ShPP is £140.98 (as at April 2017) a week or 90% of your average weekly earnings, whichever is lower.

Start Date

SMP usually starts when you take your maternity leave. It starts automatically if you are off work for a pregnancy-related illness in the 4 weeks before the week (Sunday to Saturday) that your baby is due.

4.3.4 ELIGIBILITY

Statutory Maternity Leave

You qualify for Statutory Maternity Leave if:

- you are an employee not a 'worker'
- you give your employer the correct notice

It does not matter how long you have been with your employer, how many hours you work or how much you get paid. You cannot get Statutory Maternity Leave if you have a child through surrogacy - you could, however, get unpaid parental leave instead.

Statutory Maternity Pay (SMP)

To qualify for SMP you must:

- earn on average at least £112 a week (as at August 2016)
- give the correct notice
- give proof you are pregnant
- have worked for your employer continuously for at least 26 weeks up to the 'qualifying week' - the 15th week before the expected week of childbirth

You cannot get SMP if you go into police custody during your maternity pay period. It will not restart when you are discharged.

Early Births or You Lose Your Baby

You can still get Statutory Maternity Leave and SMP if your baby:

- is born early
- is stillborn after the start of your 24th week of pregnancy
- dies after being born

If You Are Not Eligible for SMP

Your employer must give you form SMP1 explaining why you cannot get SMP within 7 days of making their decision. You could get Maternity Allowance.

4.3.5 HOW TO CLAIM

Statutory Maternity Leave

At least 15 weeks before your due date, tell us in writing when the baby is due and when you want to start your maternity leave. We will then write to you within 28 days confirming your start and end dates.

Statutory Maternity Pay (SMP)

Please tell us when you want to stop work to have your baby and the day you want your SMP to start. You must give us at least 28 days' notice in writing and proof that you are pregnant (see below).

We will then confirm within 28 days how much SMP you will get and when it will start and stop. If we decide that you are not eligible, we will give you form SMP1 within 7 days of making our decision and explain why.

Proof of Pregnancy

You need to give us proof of the pregnancy to get SMP. You do not need it for maternity leave. Within 21 days of your SMP start date (or as soon as possible if the baby is born early) you need to give us either:

- a letter from your doctor or midwife
- your MATB1 certificate - doctors and midwives usually issue these 20 weeks before the due date

You will not be able to get SMP if you do not give us proof that the baby is due.

4.3.6 EXTRA HELP

You may be eligible to get other benefits such as:

- Child Benefit
- Child Tax Credit
- Working Tax Credit - this can continue for 39 weeks after you go on maternity leave
- Income Support - you may get this while you're not working

Please visit www.gov.uk

4.4 SHARED PARENTAL LEAVE

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4.4.1 Overview

You may be able to get Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP). If you are eligible for SPL you can use it to take leave in blocks separated by periods of work, instead of taking it all in one go.

To start SPL or ShPP the mother must end her maternity leave (for SPL) or her maternity pay (for ShPP).

If you are adopting then you or your partner must end any adoption leave or adoption pay early instead.

If you are eligible you can take:

- the remaining leave as SPL (52 weeks minus any weeks of maternity or adoption leave)
- the remaining pay as ShPP (39 weeks minus any weeks of maternity pay, maternity allowance or adoption pay)

If neither of you is entitled to maternity or adoption leave then SPL will be 52 weeks minus any weeks of maternity pay, Maternity Allowance or adoption pay.

You can share SPL and ShPP between you if you are both eligible.

Example *A mother and her partner are both eligible for SPL and ShPP. The mother ends her maternity leave and pay after 12 weeks, leaving 40 weeks available for SPL and 27 weeks available for ShPP. The parents can choose how to split this.*

SPL and ShPP must be taken between the baby's birth and first birthday (or within one year of adoption).

4.4.2 Eligibility

Each parent qualifies separately for Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP).

If you are eligible you can start SPL and take leave in separate blocks, instead of taking it all in one go like maternity or adoption leave. You can also share the leave between you if you are both eligible.

Shared Parental Leave

To qualify for SPL, you must share responsibility for the child with one of the following:

- your husband, wife, civil partner or joint adopter
- the child's other parent
- your partner (if they live with you and the child)
- You must also:
 - have been employed continuously by the same employer for at least 26 weeks by the end of the 15th week before the due date (or by the date you are matched with your adopted child)
- stay with the same employer while you take SPL

During the 66 weeks before the week the baby is due (or the week you are matched with your adopted child) your partner must:

- have been working for at least 26 weeks (they do not need to be in a row)
- have earned at least £390 in total in 13 of the 66 weeks (add up the highest paying weeks, they do not need to be in a row)

This can be as an employee, worker or self-employed person. Your partner does not have to be working at the date of birth or when you start SPL or ShPP.

Statutory Shared Parental Pay

You can get ShPP if you are an employee and one of the following applies:

- you are eligible for Statutory Maternity Pay (SMP) or Statutory Adoption Pay (SAP)
- you are eligible for Statutory Paternity Pay (SPP) and your partner is eligible for SMP, Maternity Allowance (MA) or SAP

You can also get ShPP if you are a worker and you are eligible for SMP or SPP.

4.4.3 When You Can Start

You can only start Shared Parental Leave (SPL) or Shared Parental Pay (ShPP) once the child has been born or placed for adoption. The mother (or the person getting adoption leave or pay) must do one of the following:

- end any maternity or adoption leave by returning to work
- give their employer 'binding notice' (a decision that cannot normally be changed) of the date when they plan to end any maternity or adoption leave

They must also end any maternity pay, Maternity Allowance or adoption pay. If they do not get leave (e.g. they are an agency worker or self-employed) they must still end any pay.

The mother or adopter must give at least 8 weeks' notice to their employer (for maternity or adoption pay) or to Jobcentre Plus (for Maternity Allowance) if they have not returned to work.

You can start SPL or ShPP while your partner is still on maternity or adoption leave and pay as long as they have given binding notice to end it.

A mother cannot return to work before the end of the compulsory 2 weeks of maternity leave following the birth (4 weeks if she works in a factory). If you are adopting then one of you must take at least 2 weeks of adoption leave.

Example *A mother and her partner are both eligible for SPL.*

The mother goes on maternity leave 2 weeks before her baby is born. She gives notice to her employer that she'll take 16 weeks of maternity leave. Since the mother has given binding notice, her partner can start SPL as soon as the baby has been born (as long as her partner has given at least 8 weeks' notice to their employer).

Cancelling the decision to end maternity or adoption leave

The mother or adopter may be able to change their decision to end maternity or adoption leave early if both:

- the planned end date has not passed
- they have not already returned to work

One of the following must also apply:

- you find out during the 8-week notice period that neither of you is eligible for SPL or ShPP
- the mother or adopter's partner has died
- the mother tells her employer less than 6 weeks after the birth (and she gave notice before the birth)

4.4.4 What You Will Get

If you are eligible and you or your partner end maternity or adoption leave and pay (or Maternity Allowance) early, then you can:

- take the rest of the 52 weeks of maternity or adoption leave as Shared Parental Leave (SPL)
- take the rest of the 39 weeks of maternity or adoption pay (or Maternity Allowance) as Statutory Shared Parental Pay (ShPP)

How Much Pay You Will Get

ShPP is paid at the rate of £140.98 a week (as at April 2017) or 90% of your average weekly earnings, whichever is lower.

This is the same as Statutory Maternity Pay (SMP) except that during the first 6 weeks SMP is paid at 90% of whatever you earn (with no maximum).

Example *A woman decides to start her maternity leave 4 weeks before the due date and gives notice that she'll start SPL from 10 weeks after the birth (taking a total of 14 weeks maternity leave). She normally earns £200 a week.*

She's paid £180 (90% of her average weekly earnings) as SMP for the first 6 weeks of maternity leave, then £140.98 a week for the next 8 weeks. Once she goes onto SPL, she's still paid £140.98 a week.

4.4.5 Applying for Leave and Pay

You must give us written notice if you want to start Shared Parental Leave (SPL) or Pay (ShPP). You can change your mind later about how much SPL or ShPP you plan to take and when you want to take it. You must give notice of any changes at least 8 weeks before the start of any leave.

Your partner must apply to their own employer if they also want SPL or ShPP.

Giving More Information

We can ask you for more information within 14 days of you applying for SPL or ShPP. We can ask for:

- a copy of the birth certificate
- a declaration of the place and date of birth (if the birth has not been registered yet)
- the name and address of your partner's employer or a declaration that your partner has no employer

If you are adopting, we can ask for the:

- name and address of the adoption agency
- date you were matched with the child
- date the child will be start to live with you
- name and address of your partner's employer or a declaration that your partner has no employer

You must give this information within 14 days of being asked for it.

4.4.6 Booking Blocks of Leave

You can book up to 3 separate blocks of Shared Parental Leave (SPL) instead of taking it all in one go, even if you are not sharing the leave with your partner.

If your partner is also eligible for SPL, you can take up to 3 blocks of leave each. You can take leave at different times or both at the same time.

You must tell your employer about your plans for leave when you apply for SPL. You can change these plans later but you must give your employer at least 8 weeks' notice before you want to begin a block of leave.

Splitting Blocks of Leave

We are happy to let you split blocks into shorter periods of at least two weeks.

Example

A mother finishes her maternity leave at the end of October and takes the rest of her leave as SPL. She shares it with her partner, who's also eligible. They each take the whole of November as their first blocks of SPL. The partner then returns to work.

The mother also returns to work in December. She gives her employer notice that she'll go on leave again in February - this is her second block of SPL. Her employer agrees to a work pattern of 2 weeks on, 2 weeks off during the block.

Shared Parental Leave in touch (SPLIT) days

You and your partner can each work up to 20 days while you are taking SPL. These are called 'Shared Parental Leave in touch' (or SPLIT) days.

These days are in addition to the 10 'keeping in touch' (or KIT) days available to those on maternity or adoption leave.

KIT and SPLIT days are optional - both you and your employer must agree to them.

4.5 PATERNITY LEAVE & PAY POLICY

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All employees will be entitled (subject to certain qualifications as detailed below) to paternity leave and pay.

4.5.1 Eligibility

You will need to satisfy the following conditions in order to qualify for paternity leave. You must:

- have or expect to have responsibility for the child's upbringing
- be the biological father of the child or the mother's husband or partner or a partner in a same sex relationship
- have been employed continuously 26 weeks leading into the 15th week before the baby is due (or notification of matching in cases of adoption) – the qualifying week
- or would have been employed continuously for 26 weeks if the baby is born early
- still be employed between the qualifying week until the actual birth
- have notified us of your intention to take paternity leave

These qualifying conditions also apply to adoptions (including overseas adoptions), but you may not take paternity and adoption leave.

You will need to give us a completed self-certificate as evidence of your entitlement to paternity leave and paternity pay. By providing a completed self certificate, you will be able to satisfy both the notice and evidence conditions for paternity leave and pay.

4.5.2 Length of Paternity Leave

Eligible employees will be entitled to choose to take either one week or two consecutive weeks' paternity leave (not odd days).

You can choose to start your leave:

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

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

- within 56 days of the actual date of birth or adoption of the child, or
- if the child is born early, within the period from the actual date of birth up to 56 days after the expected week of birth.

Only one period of leave will be available to employees irrespective of whether more than one child is born as the result of the same pregnancy. You can still take paternity leave if the child is stillborn after 24 weeks of pregnancy or is born alive at any point of the pregnancy, but subsequently dies.

4.5.3 Statutory Paternity Pay (SPP)

During their paternity leave, most employees will be entitled to receive Statutory Paternity Pay (SPP). SPP will be paid for either one or two consecutive weeks as the employee has chosen. The rate of Statutory Paternity Pay will be the same as the standard rate of Statutory Maternity Pay or 90% of average weekly earnings if this is less than SMP.

Employees who have average weekly earnings below the Lower Earnings Limit for National Insurance purposes will not qualify for SPP and should investigate if they have any entitlement to state benefits.

4.5.4 Notice of Intention to Take Paternity Leave

You need to tell us of your intention to take paternity leave by the 15th week before the baby is expected, unless this is not reasonably practicable. You need to tell us:

- the week the baby is due
- whether you wish to take one or two weeks' leave
- when you want your leave to start.

You will be able to change your mind about the date on which you want paternity leave to start providing you provide notification at least 28 days in advance (unless this is not reasonably practicable). You will also have to provide notification of the date you expect any payments of SPP to start at least 28 days in advance, unless this is not reasonably practicable.

4.5.5 Contractual Benefits

You are entitled to the benefit of normal terms and conditions of employment, except for terms relating to wages or salary throughout your paternity leave. However, most employees will be entitled to SPP for this period. If you have a contractual right to paternity leave as well as the statutory right, you may take advantage of whichever is the more favourable. Any paternity pay to which you have a contractual right reduces the amount of SPP to which you are entitled.

4.5.6 Return to Work After Paternity Leave

Employees will be entitled to return to the same job following paternity leave.

4.5.7 Shared Parental Leave and Pay

Please see [section 4.4](#) above.

4.6 ADOPTION and SURROGACY LEAVE AND PAY POLICY

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4.6.1 Overview

When you take time off to adopt a child or have a child through a surrogacy arrangement you might be eligible for:

- Statutory Adoption Leave
- Statutory Adoption Pay
-

You may also be eligible to take Shared Parental Leave and Pay (see [section 4.4](#)).

Your employment rights are protected while on Statutory Adoption Leave. This includes your right to:

- pay rises
- build up (accrue) holiday
- return to work

4.6.2 Leave

Statutory Adoption Leave is 52 weeks. It's made up of:

- 26 weeks of Ordinary Adoption Leave
- 26 weeks of Additional Adoption Leave

Only 1 person in a couple can take adoption leave. The other partner could get paternity leave instead (see [section 4.5](#) above).

If you get adoption leave, you can also get paid time off work to attend 5 adoption appointments after you have been matched with a child.

4.6.3 Start Date

Adoption leave can start:

- up to 14 days before the date the child starts living with you (UK adoptions)
- when the child arrives in the UK or within 28 days of this date (overseas adoptions)
- the day the child's born or the day after (if you have used a surrogate to have a child)

You must tell us within 28 days if the date of placement (or UK arrival date for overseas adoptions) changes. You must also give us at least 8 weeks' notice if you want to change your return to work date.

4.6.4 Pay

Statutory Adoption Pay is paid for up to 39 weeks. The weekly amount is:

- 90% of your average weekly earnings for the first 6 weeks
- £140.98 (April 2017) or 90% of your average weekly earnings (whichever is lower) for the next 33 weeks

It is paid in the same way as your wages (e.g. monthly or weekly). Tax and National Insurance will be deducted.

Statutory Adoption Pay starts at the same time as your adoption leave.

4.6.5 Eligibility

To qualify for Statutory Adoption Leave, you must:

- be an employee
- give us the correct notice
- provide us with proof of the adoption or surrogacy

To get Statutory Adoption Pay you must:

- have worked for us continuously for at least 26 weeks by the week you were matched with a child
- earn on average at least £112 a week (before tax)
- give us the correct notice
- provide us with proof of the adoption or surrogacy

The rules are slightly different if you're adopting from overseas, fostering for adoption or having a child through a surrogacy arrangement.

Overseas Adoptions

The conditions are the same except for both leave and pay you must:

- have worked continuously for us for at least 26 weeks by the time you get your 'official notification'
- sign form SC6 if you're adopting a child with your partner

The official notification is permission from a UK authority that you can adopt from abroad. Form SC6 confirms you are not taking paternity leave or pay.

Fostering for Adoption

You will be entitled to adoption pay and leave from when the child comes to live with you.

Surrogacy Arrangements

To qualify for Statutory Adoption Pay, you must have worked continuously for us for at least 26 weeks by the 15th week before the baby is due. All the other conditions for qualifying for pay and leave are the same as for adoptive parents.

If you are genetically related to the child (i.e. the egg or sperm donor), you can choose to get paternity leave and pay instead. You are not entitled to get both.

Exceptions

You will not qualify for Statutory Adoption Leave or Pay if you:

- arrange a private adoption
- become a special guardian or kinship carer
- adopt a stepchild
- adopt a family member or stepchild

You will be required to sign a declaration to confirm that none of the above apply. If they do apply you may be eligible for some assistance from the government.

4.6.6 How to Claim

The rules are slightly different if you are adopting from overseas or you are having a child through a surrogacy arrangement.

Statutory Adoption Leave

Within 7 days of being matched with a child you must tell us:

- how much leave you want
- your leave start date
- the 'date of placement' - the date the child is placed with you

This request must be in writing and be accompanied by proof of the adoption – see below.

Statutory Adoption Pay

You must give us at least 28 days' notice of when you want your Statutory Adoption Pay to start. This request must be in writing and be accompanied by proof of the adoption – see below.

If we decide that you are not eligible, we will give you form SAP1 within 7 days of making their decision and explain why.

Proof of Adoption

You must give us proof of adoption to qualify for Statutory Adoption Pay. The proof must show the:

- your name and address and that of the agency
- the match date - e.g. the matching certificate
- the date of placement - e.g. a letter from the agency
- the relevant UK authority's 'official notification' confirming you are allowed to adopt (overseas adoptions only)
- the date the child arrived in the UK - e.g. plane ticket (overseas adoptions only)

Overseas Adoptions

You must tell us:

- the date of your 'official notification'
- the estimated date the child arrives in the UK - within 28 days of getting the notification
- the actual date the child arrives in the UK - within 28 days of this date
- how much leave you want and your start date - giving us 28 days notice

Surrogacy Arrangements

If you use a surrogate to have a baby, please tell us, in writing, the due date and when you want to start your leave at least 15 weeks before the expected week of birth. We will also require a written statement ('statutory declaration') to confirm you have applied or will apply for a parental order in the 6 months after the child's birth. You must sign this in the presence of a legal professional.

4.6.7 Shared Parental Leave and Pay

Please see **section 4.4** above.

4.7 FLEXIBLE WORKING – THE RIGHT TO APPLY

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4.7.1 Introduction

All employees responsible for the upbringing of children aged under sixteen or of disabled children aged under eighteen have a right to apply to work flexibly. It should be noted, this will not provide an *automatic* right to work flexibly as there will always be circumstances when we may be unable to accommodate your desired work pattern. This right aims to facilitate discussion and encourage both parties to consider flexible working patterns and to find a solution that suits them both. You have a responsibility to think carefully about your desired working pattern when making an application and we are required to follow a specific procedure to ensure requests are considered seriously.

4.7.2 Eligibility

Anyone can ask their employer if they can make changes to their working pattern but the law provides a statutory right to such a request if you:

- are an employee
- have a child under sixteen, or under 18 in the case of a disabled child
- have been employed continuously for 26 weeks at the date the application is made
- make the application no later than two weeks before the child's sixteenth birthday or 18th birthday in the case of a disabled child
- have or expect to have responsibility for the child's upbringing
- be making the application to enable you to care for the child
- have not made another application to work flexibly during the past 12 months.

4.7.3 Scope of a Request

Eligible employees will be able to request:

- a change to the hours they work
- a change to the times when they are required to work
- to work from home
- or a combination of the above

4.7.4 Procedure

- The initial onus will be on you to make a considered application in writing. You will be able to make only one application a year under the right, and an accepted application will mean a permanent change to your terms and conditions of employment. It will be important therefore that, before making an application, you give careful consideration to which working pattern will help you best care for your child; any financial implications it might have in cases where the desired working pattern will involve a drop in salary; and any effects it will have on Diocesan operations and how these might be accommodated.
- On receipt of a flexible working request your manager will arrange to meet with you. This will provide us with the opportunity to explore the desired work pattern in depth, and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns should there be problems in accommodating the desired work pattern outlined in your application. If you wish, you can bring a companion to the meeting with you.
- Within 14 days after the meeting we will write to you to either agree to a new work pattern and a start date; or to provide clear business ground as to why your application cannot be accepted and the reasons why the grounds apply in the circumstances. The procedure will also provide for occasions when the Diocese will want to take further action before notifying you of our final decision.
- If your request for flexible working is declined you have a right to appeal against the decision. This must be made to your manager, in writing within 14 days of being notified of the decision. The aim of the appeal is to encourage both parties to reach a satisfactory outcome to the request.

5. SICKNESS ABSENCE

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5.1 STATUTORY SICK PAY (SSP)

We are responsible for the payment of Statutory Sick Pay (SSP) to all eligible employees during authorised absence due to sickness. There are specific qualifying regulations for the payment of SSP (laid down by Government Regulations). Provided you qualify, we will pay you SSP when you are absent through sickness for 4 or more consecutive days. Such payment will be made through the payroll and will be subject to the normal statutory deductions (N.I. and Income Tax).

SSP is only payable on “qualifying days”, which are days you would normally be at work. However, the first 3 qualifying days of sickness absence do not attract SSP and these are called “waiting days”. Where there are linked periods of sickness absence of 4 days or more (i.e. more than one such period of absence within a 56 day period), then only one period of waiting days is served. Currently full salary is payable for waiting days, although the Diocese reserves the right to withdraw this should they deem it necessary.

5.2 OCCUPATIONAL SICK PAY

The Diocese operates a Sick Pay Scheme in accordance with the details shown below (excepting any contractual variation). Subject to the sole discretion of the Diocese to vary the following provisions, entitlement to occupational sick pay covers permanent employees only who have completed six months continuous service and who have successfully completed their probationary period.

Length of Service

Less than 6 months’ service
6 – 12 months’ service
1 year – 2 years’ service
Over 2 year’s service

Sick Pay

Nil
2 weeks on full pay + 2 weeks on half pay
6 weeks on full pay + 6 weeks on half pay
12 weeks on full pay + 12 weeks on half pay

Definitions and requirements:

1. A week’s pay is defined as being for the employee’s contractual hours at their basic rate. It specifically excludes overtime and other enhancements or allowances such as on-call allowances or London Weighting.
2. Where payment is made, it is deemed to include entitlements to SSP and any SSP payments made will, therefore, be deducted from the payments made.

Any sum in excess of SSP will only be made if the correct notification and certification procedures have been followed.

We reserve the right to terminate your employment if you have been off sick for a period of at least 6 months.

5.3 NOTIFICATION OF ABSENCE

You, or someone on your behalf, must notify your Manager by telephone at the earliest opportunity on the first day of your sickness absence. Normally this should be done no later than one hour before your usual start time.

It is essential that you comply with the above, so that we can make arrangements to cover your duties and responsibilities, thus minimising the disruption to our work and maintaining a reasonable workload for your colleagues.

You will be required to provide the following information, when you notify us of your absence:-

- (a) The reason for your absence.
- (b) How long you expect to be absent from work

NB: For short absences, you must notify your Manager by telephone, at the latest on the day before the day on which you intend to return to work. This is to allow us to stand down the temporary arrangements made to cover your absence and to plan for you to resume your duties and responsibilities. For long term sickness absence your return will need to be discussed and planned before you can return.

5.4 RETURN TO WORK INTERVIEW

On your return to work following a lengthy or recurrent absence for sickness/ injury, you will be required to attend an interview with your Manager, the purpose of which will be to discuss the reason for your absence, your compliance with notification procedures, and your fitness to return to work and resume your duties and your attendance record in general. A medical certificate indicating your fitness to return to work may be required.

5.5 SELF CERTIFICATION

Unless you have submitted a Self-Certification Form to your manager during your initial absence, you may be required to complete one on your return. A Self-Certification form can be found at the end of this statement on page 77. You may only self-certify for up to seven consecutive calendar days (including Saturdays and Sundays). Thereafter, a Doctor's Certificate is required. This applies irrespective of your working days.

5.6 DOCTOR'S CERTIFICATE

If you are absent from work for longer than seven **calendar** days (including weekends), you must give a Doctor's Medical Certificate to your manager. After the submission of this first certificate you are required to keep your manager notified of your continued sickness at appropriate intervals, and to keep him supplied with consecutive medical certificates to justify your absence. We reserve the right in certain circumstances, to require a Doctor's certificate from you for periods of absence of less than seven days, in which case the Diocese will cover any costs in relation to this.

'Sick Notes' have now been replaced by 'Fit Notes' which have been introduced to indicate what type of work you may be able to do rather than signing you off work completely. If your 'Fit Note' indicates that you can work in some capacity and your manager is able to provide you with that type of work, you must attend to undertake that work or risk forfeiting your sick pay.

5.7 INFECTIOUS / CONTAGIOUS ILLNESS

If you are suffering from such a condition, you must not report for work without your doctor's clearance. If in any doubt please notify your manager and consult your Doctor.

5.8 INDEPENDENT MEDICAL EXAMINATION

Where it is considered necessary, generally as a result of prolonged or recurrent sickness absence, we reserve the right to ask you to undergo an independent medical examination and/or will seek your permission to contact your GP.

5.9 RECOVERY OF SICK PAY

In the event of absence through an injury caused as a result of a negligent third party and you are able to claim damages from that third party for loss of earnings, then you must inform us in order that any discretionary additional payments / contractual Diocese Sick Pay made to you (over and above SSP obligation) can be recovered.

5.10 SUBMITTING MEDICAL CERTIFICATES

Within this section we have referred to the need to supply either self-certification forms or Doctor's certificates to justify your absence from work through sickness. We would, however, point out that repeated or continued absence, although certificated, might lead to an overall review of that absence. Whilst sympathising with genuine periods of sickness absence, we need to focus on the needs of the Diocese and inevitably, we are unable to operate efficiently with an unacceptably high level of absenteeism.

a PROLONGED SICKNESS ABSENCE

In the event of an employee being absent for a continuous period of six months or for a total of six months within each twelve month period, we reserve the right to terminate employment on the grounds of ill health.

b SPECIAL ARRANGEMENTS

Prior to joining the Diocese you **MUST** inform your manager of any special arrangements you may need to accommodate any medical conditions, to enable you to fulfil the role effectively. You **MUST** also advise your manager if during your employment you suffer from an illness or injury which necessitates special arrangements to be made.

6. HOURS OF WORK

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Your Statement of Terms and Conditions of Service states your normal weekly hours.

6.1 ADDITIONAL HOURS

It is a condition of your employment that you are available to work additional hours over and above your normal weekly hours when authorised and as required by the needs of the Diocese. As much notice as is reasonably practicable will be given on such occasions.

6.2 REST PERIODS

Below are the minimum rest periods which must be observed:

Daily Rest

An adult worker will receive not less than eleven consecutive hours rest in each 24 hour period of work (12 hours rest for young workers).

Weekly Rest

An adult worker will receive an uninterrupted rest period of 24 hours in each seven day period. (This can be spread over a 14 day period). (For young workers i.e. under the age of 19, the rest period is 48 hours in each seven day period.)

Rest Breaks/Lunch Breaks

Where an adult worker works for more than 6 hours per day, there is an entitlement to a daily 20 minute rest uninterrupted break (30 minutes for a younger worker working more than 4.5 hours). This should not be at the start or end of the work period (i.e. to make a later start or earlier finish) but should be somewhere in the middle. The worker should be able to take the break away from their normal place of work.

Night Time Working

Anyone who works for at least 3 hours between the hours of 11.00pm and 6.00am is classed as a night worker and cannot work, on average, more than 8 hours per night. The night worker is entitled to the same rest breaks as those detailed above. Any time up until 11.00pm and after 6.00am is classed as day time working. This does not apply to anyone who is on call overnight but does not actually get called out.

7. PENSION and RETIREMENT

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There is no default retirement age from the Diocese. This means that you can keep working for as long as you wish and are fit and able to do so. However we recognise that not everyone will want to keep on working indefinitely and so will start to discuss your retirement plans with you when you reach the relevant State Pension Age (SPA). The SPA is currently 65 for men and 60 for women. However, by 2020 the SPA for both men and women will be 65. By 2046 it is planned that the SPA for both men and women will have increased to 68.

The Diocese currently offers the National Employment Savings Trust (NEST) pension scheme. Under this scheme both you and the Diocese will have to make pension contributions into a Personal Account for you. You can choose not to be part of the scheme, but if you do opt out you will not receive a contribution from ourselves. You may join the scheme even if you are on a fixed term contract as long as you meet the criteria below.

There are various rules associated with the scheme:

- If you meet certain age and salary criteria (aged between 22 and State Pension Age and earns over £10,000pa you will be automatically enrolled into the NEST pension scheme. You will then have the option to opt out of the scheme and opting out has to be undertaken by you personally, we cannot do this for you. Once you have been automatically enrolled NEST will give you a unique ID which you must use if you then wish to opt out. Anyone who does opt out will be automatically enrolled again in 3 years' time (from the date of auto enrolment) if they still work for us.
- If you do not meet some or all of the criteria above you can still choose to opt into the pension scheme. You will not be automatically enrolled but will have to request enrolment via the payroll. Whether or not you will also receive a contribution from ourselves depends on your actual earnings. Full details will be provided on joining.

8. TRAVEL

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8.1 TRAVEL ON DIOCESAN BUSINESS

Business travel on behalf of the Diocese must be pre-approved by your manager.

8.1.1 Public Transport

You are encouraged to use public transport wherever possible when travelling on Diocesan business. Every effort should be made to book as far in advance as possible in order to obtain the best rates. Standard class rail, coach or air fares will be reimbursed on the production of an appropriate receipt.

8.1.2 Use of Own Car

If you use your own car for Diocesan business purposes, it must a) have the appropriate insurance cover for use on Diocesan business as the Diocese accepts no liability for such travel without appropriate insurance and b) be expressly pre-approved by your manager. In addition you must hold a valid driving licence and your vehicle must have a current MOT certificate. Provided that these conditions have been met a mileage rate would be used to reimburse employees for the journey. HMRC publish approved rates.

9. WORKING FROM HOME

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We do not, as a general principle, permit working from home. Where an office base is provided it should be used. We accept, however, that occasionally and generally only in exceptional circumstances, working from home might be permissible. Granting permission to work from home is entirely at the discretion of the Diocese and will depend upon points such as the nature of your role, the reason for needing to be at home, the likelihood of being productive, etc. You may not work from home without first obtaining your Manager's written approval and if permission is granted you accept that a great deal of trust is placed in you to carry out your duties properly and to use Diocesan time productively. If you are working from home, you **must be** contactable during your normal office hours. Abuse of such trust may lead to disciplinary action.

10. STAFF NOTICE BOARD

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A Staff Notice Board is a key method of communication with you about issues such as new legislation, holiday details etc. Please ensure that you check it on a regular basis. In the absence of such a notice board the Parish Priest or local manager will provide staff with necessary updates. No personal notices may be added to the notice board, or others removed or amended without the consent of your Manager.

11. EMPLOYMENT OF FAMILY MEMBERS

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As a general principle we prefer not to employ members of the same family in the same location, although we accept that in some instances this does occur. Such employment would be entirely at the discretion of the Diocese. We would not, however, permit in any circumstances, family members to be in a position whereby one might report to another on either a regular or occasional basis. We also do not permit a job share between two members of the same family.

We have used the term 'family member' to describe two people who have a personal relationship with each other. The term covers blood relatives and those who have a personal relationship as a result of marriage or co-habitation.

12. PERSONAL RECORDS

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12.1 PERSONNEL FILE

As an employee, you will have a personnel file created which will contain details such as your application form, letter of engagement, copy of your Principal Statement of Terms and Conditions of Service, etc. During the course of your employment, any copy letters and documents relating to your individual circumstances will be added to your personnel file. Under Data Protection legislation you have the right of access to your Personnel Records (given reasonable notice).

12.2 PERSONAL DETAILS

It is essential that you keep us informed of any changes in your personal circumstances e.g. new address, telephone number and next of kin. It is important that we keep such information up to date in order to make contact with you, whenever required. The table below shows who needs to know about changes to personal information.

Item to be Changed	Advise Payroll	Advise Line Manager
Name	✓	✓
Address	✓	✓
Telephone Number	✓	✓
Next of Kin		✓
Bank Details	✓	

13. SMOKING

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In accordance with current legislation, the Diocese operates a strict NO SMOKING POLICY within all office and public spaces. If you wish to smoke you must do so outside.

14. HOUSEKEEPING

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You have a requirement under Health and Safety legislation to keep your individual work area clean and tidy at all times. You must also comply with any notices relating to housekeeping that may be posted from time to time. You must report any hazards to your Manager.

15. TELEPHONES

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15.1. PERSONAL MOBILE TELEPHONES

We request that use of personal mobile telephones is restricted during your normal working hours. This includes access to the Internet, message services and social networking sites (e.g. Facebook, Twitter, LinkedIn, etc.) through your mobile phone. We request that social networking sites are not left open during normal working hours as constant feeds are distracting. We request that you do not abuse the use of your personal mobile telephone during your normal working hours. The Diocese accepts no liability for loss or damage to personal mobile phones or to meet any costs associated with personal mobile telephones.

15.2 DIOCESAN TELEPHONES

The Diocese recognises that it may be necessary to occasionally use Diocesan telephones for personal reasons. Outgoing calls should be restricted to emergencies and unavoidable calls only. Please remember that Diocesan telephones are provided for business use and that misuse will not be tolerated.

16. PRIVATE MAIL

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All mail received at your place of work will be opened and that will include private mail addressed to individual employees. Please do not post your private mail at our expense. Prepaid, or stamped mail may be sent through the Diocesan postal system. If you have a specific reason for needing your post to be sent to your work address, please discuss it with your manager and obtain his/her approval before making any arrangements. Any misuse of the Diocesan postal system will leave individuals liable to disciplinary action, as well as repayment of costs involved.

17. APPEARANCE

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During the course of your employment you are likely to come into contact with a broad range of people and your appearance and dress code is, therefore, important in that we always wish to portray a professional image. We therefore require all employees to wear neat, clean and tidy clothing appropriate to their job responsibilities in order to maintain a professional image at all times. Good standards of personal hygiene are also essential at all times.

18. APPRAISALS

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The work performance of all staff will normally be reviewed on at least an annual basis. Exact requirements may be determined by your role.

An interim performance review can be conducted at any time, and the results of such interim reviews will be considered at the time of your annual review. An appraisal form can be found at the end of this Handbook.

General Approach

The performance review is an opportunity for both you and your manager to give feedback to each other. Where appropriate and with agreement of both parties, input may also be sought from others, for example subordinates or peers. You may also be asked to undertake a self appraisal, which could then be used as the basis for a discussion with your manager. Generally the review should contain:

- A review of performance over the review period (generally the last 12 months)
- An agreement about the performance required over the coming period, this may involve the achievement of certain targets, projects or tasks.
- A development plan for dealing with any areas for improvement

When agreed, both parties should retain a copy and use as required for training and development purposes.

19. COMMUNICATIONS OR STATEMENTS TO THE MEDIA

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Only a Trustee, or someone specifically authorised to make statements to the media, can make any communication or statement to the media, in matters relating to the business of the Diocese. Any employee making an unauthorised statement to the media will face disciplinary action and possibly summary dismissal.

20. EQUAL OPPORTUNITIES

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The Diocese recognises that discrimination in the workplace, in any form, is unacceptable and, in most cases, is also unlawful. Discrimination can take many forms and it is unlawful where it occurs directly, indirectly, by association and/or by perception.

We have, therefore, adopted an Equal Opportunities Policy to ensure that all job applicants and employees are treated fairly and without favour or prejudice.

The Diocese requires all its line managers and other employees to operate its policy of equal opportunity and not to discriminate against any person because of gender/gender reassignment, religion/belief, ethnic/national origin, age, sexual orientation, marital/civil partnership status, pregnancy/maternity or disability. These are now known as 'Protected Characteristics'.

We are committed to applying this policy throughout all areas of employment, recruitment and selection, training, development and promotion. In all situations, people will be judged solely on merit or ability. The following sets down the key points of the policy. Any breach of the policy will lead to disciplinary action, which may include dismissal.

- Each and every employee has a duty to observe and apply the policy at all times.
- The policy will be implemented in accordance with the requirements of current discrimination legislation.
- We aim to try and reach the widest cross-section of the community by advertising all vacancies through the job centre or independent media, as well as being advertised internally.

We aim to try and ensure that no job applicant or employee receives less favourable treatment on the grounds of gender/gender reassignment, religion/belief, ethnic/national origin, age, sexual orientation, marital/civil partnership status, pregnancy/maternity or disability.

- Interview questions will be related to the requirements of the job and we will not seek irrelevant qualifications. Applicants will be short listed / selected solely on the basis of capability. Health may not be used as a selection criteria.
- Each and every employee has an obligation to make a positive contribution towards encouraging an environment of equal opportunity throughout the Diocese.

- The Grievance Procedure is available to any individual who believes that they have been discriminated against, and the Diocese would urge those individuals to pursue their rights through this channel.

No employee will be treated any less favourably as a result of raising a complaint of discrimination.

21. HARASSMENT

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This Diocese recognises that harassment in the workplace, in any form, is unacceptable and, in most cases, is also unlawful. We are committed to ensuring that we are able to provide a working environment, which is harmonious and acceptable to all.

It is the duty of each employee to respect the feelings and well-being of all their colleagues. What might be acceptable to one person might be upsetting and/or intimidating to another person. Harassment is unwanted language or behaviour, which causes the recipient (or other employee) of such actions to be embarrassed, offended and/or threatened. Harassment can take many forms and can range from relatively mild banter to actual physical violence. It is often perceived as bullying. Complaints of offensive behaviour can be made by employees even if it is not directed at them personally and we, as your employer, have a duty to protect you from harassment by other employees or a third party such as a supplier or visitor.

The following outlines examples of the type of behaviour which the Diocese would consider constitutes harassment, for which the perpetrator(s) will be liable for disciplinary action and, in serious cases, liable to summary dismissal.

- Coarse or insensitive jokes and pranks
- Coarse or insensitive comments about appearance, character or age
- Display of offensive material, written or pictorial
- Deliberate exclusion from conversation or activities
- Deliberate undermining of self confidence or respect of others
- Unwelcome familiarity or body contact
- Abusive, insulting or threatening language
- Demands or threats to obtain favours or intimidate
- Threatened or actual violence

The above examples are not an exhaustive list.

The Diocese understands the sensitive nature of complaints of harassment, but would urge any individual if they feel that they are the victim of such behaviour, to implement the Grievance Procedure in order that the situation can be satisfactorily resolved. Individuals are assured that, should they raise such a grievance, the matter will be dealt with promptly, in a discreet and caring manner.

No employee will be treated any less favourably as a result of raising a complaint of harassment.

22. INVENTIONS / DISCOVERIES / COPYRIGHT / INTELLECTUAL PROPERTY

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Under the terms of the UK Copyright, Design and Patents Act 1988, an invention, discovery, copyright, software development or design made by you will become the property of the Archdiocese of Southwark, if it was made:

- (a) in the course of your normal duties or in the course of duties specifically assigned to you or
- (b) in the course of your duties, and at the time of making the invention, because of the nature of the duties and the particular responsibilities arising from those duties, you have a particular obligation to further our interests.

In addition no photographs of any aspect of the Diocese (e.g. – buildings, gardens, staff, etc) may be taken and/or reproduced in any form, without the express written consent of the Diocese. This may take some time to achieve as the consent of others may be required first. All such photographs remain the property of the Diocese.

23. LEAVING THE DIOCESE

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23.1 RESIGNATION

If you wish to voluntarily terminate your employment, you are required to do so in writing, and such letters should be submitted to your manager, in accordance with the notice periods set down in your Statement of Terms and Conditions of Employment.

Due to the nature of your position, the Diocese may, at its absolute discretion, require you not to perform certain duties. Furthermore, you may be required to serve your notice at home, but at all times to remain unavailable for work.

The Diocese can require you to take any outstanding holiday entitlement during your notice period.

23.2 REDUNDANCY

In the event that we have to consider a potential redundancy situation, it is important for all concerned to understand that certain procedures will be considered before any final decision to implement a redundancy is taken.

Any decision to proceed with a redundancy programme will be based on either an economic, technical or organisational reason and any affected employee or group of employees will be fully consulted with, prior to any final decision.

In the event of a potential redundancy situation, we will initially consider the following steps:-

- (a) Ensure that any overtime working is reduced to an absolute minimum.
- (b) Restrict recruitment, where such recruitment could have a bearing on the outcome of any redundancy situation.
- (c) Investigate if appropriate measures such as short time working and / or lay off without pay can be implemented, in order to avoid any potential redundancies.

In the event that a redundancy programme is pursued, all potentially affected employees will be notified of our proposals and there will be a full and meaningful consultation with the target groups(s) concerned.

Selection criteria, where applicable, will be discussed with the target group(s) and no final decision will be taken without every opportunity having been given to the employee(s) concerned to consult with management and explore possible alternative positions. Selection criteria will include previous work experience and skills; willingness and ability to perform other jobs; disciplinary record; absence and timekeeping records and length of service.

23.3 RETIREMENT

There is no default retirement age from the Diocese. This means that you can keep working for as long as you wish and are able to do so. However we recognise that not everyone will want to keep on working indefinitely and so will start to discuss your retirement plans with you when you reach the relevant State Pension Age (SPA). The SPA is currently 65 for men and 60 for women. However, by 2020 the SPA for both men and women will be 65. By 2046 it is planned that the SPA for both men and women will have increased to 68. Please see **Section 7** above.

23.4 LEAVING WITHOUT WORKING NOTICE

If, on leaving our employment for whatever reason, you fail to work your full contractual notice without our prior agreement, you forfeit the right to receive any further payment during the remainder of the notice period.

23.5 RETURN OF DIOCESAN EQUIPMENT / PROPERTY

You must return such Diocesan property as may have been entrusted to you during your employment at least 2 working days prior to your actual leaving date. In the case of summary dismissal, such property must be surrendered immediately (Diocesan property is defined as being keys, documents, disks/data/other records, equipment (mobile phones, laptops, etc), photographs, uniforms, stock etc.). You **MAY NOT** retain any data relating to your employment with the Diocese after leaving.

In addition on leaving the Diocese, all users of computers must provide their passwords to their manager in order that their computer may be accessed following their departure.

24. MOBILITY & RELOCATION

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Your Principal Statement of Terms and Conditions of Service will indicate your normal place of work, but it is a condition of your employment that, if it is deemed necessary, given reasonable notice you will transfer to any other site on which we operate (temporarily or permanently) provided that it is within reasonable daily travelling distance.

It may be that in exceptional circumstances, such as in a Disaster Recovery Plan, you would be required to attend a location for a period of time which was outside what might be regarded as reasonable daily travelling distance. In such circumstances additional travel or accommodation costs would be covered by the Diocese.

25. OTHER EMPLOYMENT

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You must notify us of all other employment, which you undertake. Whilst it is not our intention to restrict what you do outside of work, we will not permit any other employment, which we deem to present a conflict of interest with our operation or ourselves. However, we will not object to any other employment provided it does not interfere with your ability to satisfactorily fulfil the job we employ you to do.

This information is also required in order that we can ensure that there is no infringement of the Working Time Regulations. Failure to comply with this requirement could result in disciplinary action being taken.

26. SECURITY SEARCH

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In exceptional circumstances, such as, but not exclusively, at the instigation of the Police, it may be necessary to undertake security searches of staff and/or their property on our premises. We therefore, reserve the right to conduct searches on the persons and property of all employees whilst they are on our premises or engaged on our business. Where such checks are conducted, care will be taken to ensure that a third party accompanies the employee concerned at the time of the search. In such circumstances, you will be asked to remove the contents of pockets, bags, vehicles, etc.

27. COMPUTER RULES

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27.1 USE OF COMPUTERS

For those of you who work regularly at computer screens, we would ask you to apply common sense in the time you spend at your screen. Please ensure that you take regular breaks from your screen, either to undertake work of a different nature (e.g. telephone call, reading, copying, filing, etc) or as part of your authorised breaks.

We endeavour, wherever possible to ensure that you are provided with appropriate equipment (e.g. screens, keyboards, lighting, etc) to minimise potential damage, but if you ever feel that further improvements could be made, please raise them with your Manager. Please also see the Health and Safety Policy.

In order to maintain the integrity of our computer system and records (which includes laptop computers, mobile phones and other electronic devices used for storing information), the following rules must be observed:-

1. Passwords for access to the system are confidential and must not be revealed to other employees. However, your line manager must be made aware of your password in order that he/she can access your PC during your absence or on leaving. Please remember that the PC is provided for business use and access cannot be denied to the Diocese, by the usual user. Failure to provide access if requested will lead to disciplinary action.
2. Playing games on the system, or individual computers, is forbidden.
3. All software and/or portable devices must be authorised by your Manager before they are loaded onto, or connected to any computer from any source.
4. Upon the discovery of a computer virus and/or corrupted information, your Manager must be advised immediately.
5. Access to the Internet is provided for business use. **Reasonable personal use is permitted, but this must not be abused. Abuse of the system will lead to disciplinary action and may result in access to the Internet being denied to all users.**
6. Access to social networking sites – e.g. Facebook, Twitter, LinkedIn, etc. is not generally required as part of the business of the Diocese. Social networking sites **MUST NOT** be left open whilst other work is undertaken as constant feeds are distracting. Access should be limited to authorised breaks. **Reasonable personal use is permitted, in accordance with point 5 above, but this must not be abused. Abuse of the system will lead to disciplinary action and may result in access to the Internet being denied to all users.**
7. The Email system is provided for business use. **Reasonable personal use is permitted, but this must not be abused. Abuse of the system will lead to disciplinary action and may result in personal use of the email system being denied to all users.**
8. The creation, generation and distribution of material that is offensive on the grounds of gender/gender reassignment, religion/belief, ethnic/national origin, age, sexual orientation, martial/civil partnership status, pregnancy/maternity or disability is forbidden. Please remember that under current legislation complaints can be made by anyone who finds the material offensive whether or not it was directed at them personally.
9. It is forbidden to use the computer system to generate and/or distribute material which is offensive to, or ridicules other employees or anyone else associated with the Diocese.
10. The use of Diocesan technology to access, store or distribute of any kind of offensive material (including all pornography) is expressly forbidden. It may also be illegal and

lead to prosecutions of both the employee and the Diocese.

11. In these rules, material will be considered offensive if it causes distress to the person who receives or discovers it and/or if it is defined as illegal under current legislation. Please remember that under current legislation complaints can be made by anyone who finds the material offensive whether or not it was directed at them personally.
12. Accidental sending or receiving of such material will not be an acceptable excuse.
13. As Diocesan systems are provided for business use, no employee may refuse or restrict access to the computer provided by the Diocese and/or its contents. Such refusal or restriction will automatically invoke the Disciplinary Procedure.
14. No data belonging to the Diocese must be sent to a personal or other computer without the express written consent of the Diocese.
15. **The Diocese considers any breach of these rules to be serious and will automatically invoke the Disciplinary Procedure. Depending upon the nature of the breach, it could be considered as Gross Misconduct and/or involve reporting to the Police. The Diocese reserves the right to use monitoring software as it sees fit.**

27.2 EMAIL CODE OF CONDUCT

Our email code of conduct has been put in place to ensure the appropriate use of the system. The code covers employees in the following circumstances:-

- E-mail technology used on behalf of the Diocese of Southwark, its parishes and agencies and any other associated organisations
- E-mail technology used on hardware and/or software provided by the Diocese of Southwark its parishes and agencies and any other associated organisations
- The technology used to communicate information about the Diocese of Southwark and associated organisations and people
- The technology used to communicate any information that has been gained from the Diocese of Southwark its parishes and agencies and any other associated organisations

Failure to comply with this Code of Conduct will lead to disciplinary action, which could result in summary dismissal for gross misconduct.

The rules of the Code are as follows:-

1. Bullying, harassment or abuse of others through the use of email is forbidden. This includes sending information that insults or harasses others with respect to gender/gender reassignment, religion/belief, ethnic/national origin, age, sexual orientation, martial/civil partnership status, pregnancy/maternity or disability.
2. It is expressly forbidden to:-
 - Access or distribute illegal images
 - Access or distribute pornography
 - Engage in on line gambling
 - Take part in electronic chain letters
 - Send or forward junk email
 - Run a business
 - Download or distribute copyright information
 - Download, open or distribute unauthorised software
 - Post confidential information about the Diocese or any related parties without authorisation.
 - Send data belonging to the Diocese to a home computer
3. When replying to an email, make sure that the reply is for the sender only and not original mailing list (unless there is a requirement to do so).
4. When attaching files to a message, keep them small. Email is not the medium to use for very high resolution graphics. In addition, do not attach files that have hidden confidential information. Software exists that can reveal this hidden data.
5. Remember:-
 - Emails can be read by third parties (police can obtain printouts directly from internet service providers without a warrant).
 - Email can be used in evidence.
 - Email can create binding contracts.
 - Email may contain content which is subject to the Data Protection Act
6. Make sure that the content of your email is factually correct and non-defamatory.
7. It is forbidden to send email using a mail client (i.e. software) that has been installed for another employee (i.e. someone else will appear to be the sender.). In addition, employees must take adequate precautions to prevent this (e.g. ensure that PC's are not left switched on and unattended for long periods of time).
8. An individual's PC may be audited at any time to ensure compliance to the code of conduct.
9. Please ensure your Email has the approved **Diocesan Signature and Disclaimer** at the bottom of all sent Emails. This may need to be revised from time to time to keep up with current legislation. If you are not sure if yours is up to date please ask your Manager.

Should an employee be subject to harassment or abuse from emails, texts, messaging services and/or social networking sites at work from another employee, then the matter should be reported to a manager immediately.

2.7.3 LAPTOP COMPUTERS/MOBILE PHONES OR OTHER DEVICES

If you are provided with a laptop computer or other mobile device for use in your role, you are required to look after it and make every effort to prevent loss or damage. You will be liable to cover the costs of any loss or damage sustained as a result of your own carelessness. You must not, at any point, leave confidential information about the Diocese on the hard drive of a laptop computer or on any other mobile device whereby it may be accessible by someone other than the intended user.

28. STANDARDS OF CONDUCT

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Throughout this section, we shall give an indication of the required standards of conduct or performance expected from all of our employees. It must be appreciated that any judgement of whether those standards have not been observed will depend very much on the specific circumstances of each particular case. It is important, however, that we set out certain standards for the guidance of our employees.

The following sub-sections are examples only and must, under no circumstances, be considered as an exhaustive statement of all potential misdemeanours.

28.1 GENERAL ATTENDANCE (TIMEKEEPING/ABSENCE)

- (a) Ensure that you arrive at work sufficiently early to be ready to commence work at your official starting time.
- (b) You must comply with any time recording procedures relating to your job.
- (c) If you wish to leave work during normal working hours, you must receive authorisation from your Manager. Failure to do so will result in such absence being treated as unauthorised.
- (d) Lateness and absence will be recorded, and unacceptable records of attendance will render you liable to disciplinary action.
- (e) Any employee found to be deliberately falsifying their hours of work will be subject to disciplinary action, which could result in summary dismissal for gross misconduct.

28.2 GENERAL CONDUCT AT WORK

- (a) At all times during your employment, the needs of the Diocese are paramount and you should ensure that all your efforts and energies are concentrated on achieving this objective.
- (b) You are expected to conduct yourself in a reasonable and co-operative manner with fellow employees, visitors and members of the public. We will not tolerate rude and insulting behaviour, nor foul or objectionable language.
- (c) You are not, either during or following the termination of your employment, permitted to disclose confidential information relating to the Diocese to any person or organisation without prior written consent. This applies in all cases except under the Confidential Reporting Policy or where required to do so by a legitimate third party – e.g. the Police.
- (d) You are expected to comply with any reasonable instruction or request given to you by an authorised person.

- (e) Under no circumstances should you present yourself for work whilst under the influence of alcohol, intoxicants or non-prescribed drugs. Any attempt to work whilst in such a condition will be regarded as a serious breach of the rules and will lead to immediate disciplinary action and possibly dismissal.
- (f) You must not enter into any other form of work or activity whilst in our employment, which could be construed as being in direct competition with us, or presents a conflict of interest with our activities.
- (g) You are expected to behave in a manner that is appropriate to the Roman Catholic Church and must not engage in any activities which could be prejudicial to the interests of the Diocese, its offices or of the Roman Catholic Church.

28.3 CONDUCT OUTSIDE WORKING HOURS

Whilst we have no intention or wish to intrude upon your activities or interests outside work, we would expect that none of our employees would be engaged in any activity outside working hours which could result in adverse publicity to the Diocese or which would cause us to question their integrity.

29. PROPERTY

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29.1 DIOCESAN PROPERTY

- (a) Our property, materials & equipment of any kind (and/or that of work colleagues, visitors or others associated with the Diocese) must only be used for the purpose for which it was intended, and must not be removed from site without prior approval.
- (b) All employees have a duty to report to their Manager any damage to or loss of property.
- (c) If, as a result of your carelessness or negligence, we (and/or any visitors) suffer loss or damage to property or stock (including vehicles) this will be construed as a serious breach of the rules and, where this is construed as particularly serious, then this may render you liable to pay the full or part of the cost of repair or replacement, or insurance excess (if appropriate).

If you fail to pay, we reserve the right to deduct the costs from your pay. In accepting these terms and conditions of employment you expressly agree to such a deduction.

29.2 LOST PROPERTY

All items of lost property should immediately be reported to your Manager. Similarly, any unidentified article should be handed to the same person, whilst attempts are made to discover ownership.

29.3 SALE OF GOODS/PROPERTY

In order to preserve the integrity of the charitable status of the Diocese, no goods or property belonging to the Diocese must ever be sold, either to staff or externally, without the express written permission of the Trustees.

29.4 PERSONAL PROPERTY

Please avoid bringing valuable personal items to work and do not leave any valuables either unattended or overnight. We cannot accept liability for the loss of, or damage to, such personal property brought onto our premises. You may wish to take out an insurance policy which specifically covers any items which you wish to bring to work with you.

If you drive your car to work it is your responsibility to ensure it is parked legally and safely. The Diocese accepts no liability for damage to or loss of a vehicle and/or its' contents or for any parking penalties incurred by the car owner. Additionally you are not permitted to bring into the work place any toxic or other potentially harmful substances, alcohol, drugs and/or dangerous implements which could unintentionally harm or be used to harm others.

30. TRAINING AND DEVELOPMENT

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The Diocese supports training and development for its employees.

All internal training events, i.e. organised by the Diocese, will be discussed and agreed with each employee prior to the event. Should the Diocese require an employee to attend external training, this too will be discussed and agreed in advance. If deemed appropriate, the Diocese will pay or contribute towards the cost of any training.

Should an employee request support with attending external training of a category/level not identified by the Diocese, such requests will be considered and decided on the merits of mutual benefit, in relation to the employee's role and development within the Diocese.

In some instances you may be asked to agree to repayment of significant training costs if you leave our employment before we have had the chance to benefit from the training you have undertaken.

31. WORK PERFORMANCE

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- (a) Your performance at work will be regularly reviewed. Solutions to unacceptable standards may include further training and/or disciplinary action.
- (b) Similarly, if there is deemed to be an unacceptable volume of work produced in relation to agreed targets or by general comparison to other employees, this will be the subject of further investigation. Such investigation may result in:
 - Further training
 - Other forms of assistance
 - Disciplinary Action
- (c) If you consider you have been requested to do an unreasonable task you should raise this via the Grievance Procedure in [Section 32.3](#).

32. DISCIPLINE

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32.1 INTRODUCTION TO THE DISCIPLINARY PROCEDURE

We have indicated in the earlier part of this Handbook that all organisations find it necessary to have a minimum number of rules and procedures to protect the interests of both the employer and the employee, and also the interests of others who come into contact with our Diocese.

The rules that we have set out specify standards of performance and behaviour, and the procedures referred to in this section are intended to promote consistence and fairness in the treatment of our employees. The purpose of our rules and procedures is to emphasise and encourage improvement in the conduct and performance of individual employees and not necessarily to be construed as punitive action. Accordingly every effort is made to ensure that when action is taken against an employee under the disciplinary procedure, that action is fair and reasonable. Employees are given every opportunity to present their case, and that there is a right of appeal against any disciplinary decision which the employee considers to be either unfair or unjust.

The following rules and procedures that are set out are intended to ensure:-

- (a) That disciplinary action when taken is taken promptly, fairly and in a uniform and consistent manner.
- (b) That employees who are disciplined will:-
 - Be given an opportunity to put their case.
 - Receive a clear explanation of both the decision reached and any penalty imposed.
 - Be given the right to appeal against the decision and/or penalty.

32.2 APPROACH

The approach that we will follow in all cases will be:

- That no disciplinary action will be taken without first meeting with the employee.
- The employee may be accompanied at that meeting by a work colleague or a representative from a recognised trade union.
- That there will be a right of appeal at all stages.

32.3 INFORMAL WARNINGS

An informal warning will be a verbal warning issued as a result of incidents or actions such as the following:

- minor breaches of discipline
- minor misconduct
- failure to meet performance standards
- smoking ANYWHERE in the building at any time
- lateness
- poor attendance record
- poor attitude towards colleagues, superiors, visitors, etc
- refusal to carry out reasonable instructions
- absence from work without authority or satisfactory explanation
- failure to adhere to regulations outlined in the Staff Handbook
- etc

It is expected that in most cases a verbal warning will quickly resolve most difficulties. Where there is a more serious case of misconduct or an employee fails to improve and maintain that improvement with regard to their conduct or job performance the following steps will be taken.

32.4 FORMAL WARNINGS

A disciplinary interview conducted by a manager will be held. The employee will receive a letter inviting him/her to the interview and outlining the issues to be discussed. The employee may be accompanied if they wish by a work colleague or a representative of a recognised trade union, although the person accompanying may not represent them. The employee will be informed of the nature of the complaint against them and such evidence as may exist. The employee may present his/her explanation of the matter. If it is decided that disciplinary action should be taken, the employee will be told of the decision, which will then be confirmed in writing. The confirmation will state:

- (a) Details of the misconduct or poor performance that has occasioned the warning.
- (b) Details of the necessary action to remedy the situation, any period of review, extra training, etc that has been decided upon.
- (c) That any further misconduct, etc or failure to improve will result in:
 - dismissal with appropriate notice or;
 - a further disciplinary interview and final written warning, which if unheeded will result in dismissal.

The final decision to dismiss can only be taken by the location senior manager with prior authorisation of a trustee of the Diocese (or his representative), after he has satisfied himself with regard to the facts of the case, the appropriateness of mitigating circumstances and interviewing the employee concerned.

Only one written warning will be given in the case of a breach of health and safety rules, where the employee is considered a danger to him/herself and/or others.

Alternatives short of dismissal which may be considered are:

- (a) suspension without pay for up to 7 days
- (b) demotion to a more suitable job
- (c) transfer to another location or department

32.5 SUMMARY DISMISSAL

Summary dismissal is dismissal without warning. In the rare circumstances that this may be necessary, after investigation and hearing the employee's version of the matter, if there has been an act of gross misconduct, major breach of duty or conduct, then a dismissal without warning will follow. The following would be considered as grounds for summary dismissal (this list is not exhaustive):

- gross insubordination
- serious breach of health and safety rules
- theft
- fraud
- fraudulent benefit claims
- any action which can be construed as intent to defraud the Diocese
- being under the influence of drink or drugs during working hours
- flagrant failure to follow Diocesan procedures and regulations
- wilful or persistent refusal to obey reasonable instructions
- breach of duty regarding the non disclosure of information
- deliberate damage to property belonging to the Diocese, employees, priests, visitors, etc
- gross indecency or immoral behaviour however committed
- unauthorised access to Diocesan computer systems
- continued/persistent/blatant misuse of Diocesan phones, email or Internet for personal use
- serious breach of IT rules
- disorderly or indecent conduct, fighting, abusive behaviour or threatening violence
- unlawful conduct by the employee which results in him/her being unable to carry out his/her job
- harassment (of any kind) of another employee, priests, visitors or anyone else associated with the Diocese
- falsification of any document or record relating to the Diocese or your application for employment
- failure to reveal pertinent information which may impact the employee's ability to do their job properly either during the recruitment process or after employed if the situation arises when the employee is already employed
- carrying out private work on the premises and/or in working hours and/or using Diocesan equipment, without express permission
- deliberate or serious breach of any rules and regulations contained in the Staff Handbook
- wilful attempt to prevent another person from raising a concern under the whistleblowing policy
- any serious act which is likely to bring the Diocese into disrepute

The employee may be suspended whilst the circumstances are investigated.

Please note that if an accusation of a safeguarding nature is made against an employee, he/she will be automatically suspended whilst an investigation is carried out. In most circumstances the case will also be referred to the Police.

32.6 RIGHT OF APPEAL

The employee may appeal against any disciplinary action being taken, within 7 days of that action being taken.

Our aim in providing an appeal system is to ensure that employees have the facility for a complete reappraisal of the facts, and to make an independent review of the appropriateness of earlier decisions.

At the end of a disciplinary hearing, you will be informed both verbally and in writing of your rights as to appeal (including the name of the person to whom any appeal should be made). If you decide to appeal, you must give the written notice of appeal to the nominated person; this must be received within 7 days of the day on which you received the written confirmation of the earlier decision.

In your notice of appeal, you must state whether you are appealing against the findings at the earlier hearing or the penalty imposed or both, and the grounds for your appeal.

The Appeal Hearing will be an opportunity for you to present your supporting reasons as to why you believe the disciplinary action taken is either unfair or inappropriate. You may submit any appropriate documentary evidence and call any appropriate witness on your behalf.

At an appeal hearing, you are again, entitled to be accompanied, but the person accompanying you may not represent you. Legal representation is also not permitted.

The nominated person will hear all the points put forward and may ask questions of the employee and/or any witnesses they put forward. The nominated person must give their decision, in writing, within 5 working days of the appeal hearing.

32.7 DISCIPLINARY RECORDS

A record of verbal warnings will be held on an employee's personal file for a period of 6 months. Written warnings will be held for a period of 12 months. At the end of these periods, provided the required improvement has been achieved and sustained, the warning will be deleted from the personal file.

33. GRIEVANCE PROCEDURE

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As with the Disciplinary Procedure above, during use of the Grievance Procedure, the employee may be accompanied at any meetings by a work colleague or a representative from a recognised trade union and there is a right of appeal at all stages.

- 33.1 Any employee wishing to discuss a grievance relating to their employment should raise the matter in the first instance with their immediate supervisor. A meeting should be held to discuss the matter and the employee may be accompanied at that meeting if they wish. The immediate supervisor should give his/her decision within 2 working days.
- 33.2 If the employee is not satisfied with the decision or procedure or the complaint is about his/her immediate supervisor he/she can appeal to the next level of management, within 2 working days. An appeal meeting will then be held. The appeal will follow the same format as [section 32.5](#) above.
- 33.3 There is then a final level of appeal to a Trustee (or a designated representative), which will follow the same format as that in [section 32.5](#) above. The decision reached by the Trustee (or the designated representative) is final and there is no further level of appeal.
- 33.4 This procedure applies both to individual and collective agreements

34. CONFIDENTIAL REPORTING

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All employees of the Diocese of Southwark have a legal right to be able to raise issues of serious misconduct or maladministration. Should an employee come across an issue of such seriousness he/she, irrespective of their length of service or the position they hold within the Diocese, can raise the matter with a Trustee of his/her choosing. The Trustee will listen to the concerns raised by the individual and counsel him/her as to the best way forward to resolve the situation.

The current Trustees are:

- Archbishop Peter Smith
- Bishop Patrick Lynch
- Bishop Paul Hendricks
- Monsignor Matthew Dickens
- Bishop Paul Mason
- Additional Lay Trustees

The Diocese will support employees who make confidential disclosures and protect them from reprisals, or victimisation. If an employee comes forward with a concern, they can be confident that their employment will in no way be affected. This applies equally if anyone comes forward in good faith with a concern, which turns out later not to have been justified. If anyone tries to discourage an employee from coming forward to express a concern, the Diocese will treat this as a serious disciplinary offence. In the same way, anyone who criticises or victimises an

employee after a concern has been expressed, will be dealt with under the disciplinary procedures.

We trust you will not have cause to use this confidential reporting system, however, you should be aware of its availability and purpose.

Low Level Concerns

There may be occasions where someone has some concerns about the conduct of a fellow employee, volunteer, member of the clergy or someone else associated with the Diocese, but perhaps has no direct evidence or is unsure about what they may have witnessed. We would encourage you to raise such concerns confidentially either directly with the Safeguarding Co-ordinator if the concerns relate to safeguarding issues or with the HR Manager. The same protection applies as detailed above.

35. VISITORS

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Wherever you work in the Diocese it is important that you have a procedure for handling visitors. Please ensure that you have a Visitor's Book and that all visitors sign in and out. This will also help to ensure that you comply with current health and safety requirements.

Friends and relatives are not permitted to attend work with you, other than for legitimate business purposes, in which case they must be treated as other visitors.

36. EYE TESTS

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Staff working with PCs on a regular basis are entitled to receive a free eye test. Please see your Manager if you feel that you should receive an eye test.

37. HEALTH AND SAFETY

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A copy of the Diocesan Health and Safety Policy is available separately. All employees have legal obligations under the Health and Safety at Work Act and you are required to familiarise yourself with them.