



# Worker agreements

## *Appropriate paperwork for church use*

**A8** Articles series: Management

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**This article seeks to introduce and explore the concept of agreements between churches or mission agencies and those who work for them, whether staff or volunteers. It may be read alongside Article A6 on job descriptions.**

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For **employed staff** the agreement (a legal one) is usually known as a contract of employment, although there is a great deal of ignorance as to exactly what this is. So Part 1 seeks to clarify what this term means. It also explains important legislation concerning contracts of employment that churches and charities need to be aware of.

There will also be other documentation such as job descriptions, perhaps sets of aims for each year, and a staff handbook. For larger and more commercial operations there will also be 'collective agreements' with unions or professional associations, but these are not assumed to be relevant to most churches so are not covered here.

The idea of an agreement for a **volunteer\*** (in Part 2) is not so well developed, but is gradually gaining ground. Volunteers, by definition, cannot be party to a contract. But although no one wants unnecessary bureaucracy, and it is questionable whether someone invited to join the coffee rota would be amused if you presented them with two copies of several sides of paper to study and sign, the basic concept of an agreement is sound.

Agreements are assumed to be two-way. If there are demands on the employee and volunteer, there should be requirements too on the employer (as there are in law) and those responsible for the volunteers.

The article concludes in Part 3 with selected sources for more detailed advice, and two sample sheets: one a simple written statement for an employee, the other an idea for a volunteer agreement with a member of a church's Newcomers Team.

\* The term 'volunteer' is used in this article to distinguish such an appointment from a paid employee. Your church may not use this term as such within the context of all-member ministry.

# 1: Employed staff

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## The meaning of a contract of employment

Many employers I work with, both churches and Christian mission agencies, are confused as to the use of the term 'contract of employment'.

A contract is a binding agreement between two parties. A contract of employment exists as soon as an 'employee' accepts an offer of paid work, and by so doing proves that he or she accepts the terms and conditions offered by the 'employer'. This acceptance does not even have to be in writing.

Such contracts themselves do not have to comply with any guidelines.

- 1 Employer and employee may, as a general rule, agree whatever terms they wish.
- 2 There is no required form in which to express such a contract. Some will be purely oral arrangements, and most will probably be a mixture of oral and something written (such as a letter offering a job and a reply accepting it).

So, if the contract does not have to be in writing and can be in any form that both parties agree to, what is the piece of paper that most employers know they have to give to each employee?

By law every employee (who works for over one month) is entitled to a written **statement** from their employer containing specific information. This is not usually a legal contract in itself (it needs nothing to make it look formal, such as a seal or pink ribbon!) but it is evidence that a contract exists. However it has to be clear as to certain terms in that contract. It is this written statement that the rest of this part of the article is concerned with.

To call it 'a contract' is incorrect (unless it has been specifically set up as one – which can be done). It should be known as a 'written statement of particulars of employment' (to give it its normal title) or a 'statement of terms and conditions of employment'. This is shortened to 'written statement' in what follows.

To put it simply, a contract exists once an employer says 'Come and work for me' and the would-be employee says 'I will', whether this is done orally or in writing. The written statement is there to ensure that certain details of this agreement are clear and understood by both parties, in particular to protect the employee.

I have used the word 'employee'. However the distinction between 'employees', 'workers' and 'volunteers' is not always completely clear. 'Workers' are people who work for the church or mission agency for payment but not under contract (such as a self-employed consultant), and 'volunteers' are those who work without payment (and so, in most cases, cannot be under contract). Most people paid a regular wage or salary will clearly be 'employees'.

Church of England clergy are currently self-employed so do not fall under the legislation relating to employees. But this is changing under arrangements for 'common tenure'.

## The written statement

Some churches are under the impression that it is only full-time staff, or staff who work so many hours per week, who require such a statement. Not so. The law was changed in 1995 and all employees now have to be given such a statement. So what follows applies to a church employing just one part-time caretaker as much as to churches with 15 full-time staff.

Some Christians feel that such dedication to legal detail is unnecessary and it is all invented by administrative bureaucrats to give them something to do. In a perfect world such written statements might well be unnecessary. But clear statements of where employer and employee stand are essential when things go wrong, or when there is any confusion.

Most employment legislation follows basic Christian principles of justice and care for those who might otherwise be exploited. Without proper paperwork considerable problems may arise when a relationship breaks down or an accident happens – or there may simply be unsettling misunderstandings. So Christians should welcome the legislation, and as citizens we have the same obligation to obey it as everyone else.

The law states that employees who are employed to work for over one month are entitled to the written statement within two months of starting work. Good practice, however, suggests that they should receive the statement either before starting employment or on their first day.

If the statement is not given within two months, the employee has no right as such to claim damages but may make a complaint to an employment tribunal. If the complaint is upheld the tribunal will then state the particulars which

should have been given. If the employer has acted in breach of any of these, the employee may then bring an action for breach of contract and seek damages arising from such a breach.

## Changes in the law

The relevant legislation is contained in sub-section 1.7 of the Employment Rights Act 1996. This has now been amended by sub-sections 35-38 of the Employment Act 2002. Under this latter Act, a number of important changes came into effect in October 2004. These affect, in particular, disciplinary, dismissal and grievance procedures with the most significant changes applying to smaller organisations (ie. most churches). These are referenced below.

There are various terms of contract which are already governed by legislation. For example, there are minimum standards in relation to pay (minimum wage), notice periods, sick pay, maternity/paternity arrangements and holidays. Employers with more than five employees have to provide access to a stakeholder pension scheme if they do not provide a scheme themselves. Since 2004 standard requirements for disciplinary, dismissal and grievance procedures have been implied into all employment contracts.

Another area of change relates to fixed-term contracts. Under the (take a breath!) 'Fixed-term employees (prevention of less favourable treatment) regulations 2002', if a fixed term contract is not renewed, then the employee is treated as dismissed for the purposes of unfair dismissal and redundancy law. In other words, the dismissal must be shown to be fair (or for there to be a genuine redundancy situation) in the normal way.

Furthermore, since July 2006 employees who have been employed under successive fixed-term contracts for at least four consecutive years are able to ask their employer to issue a statement confirming that they are now permanently employed. Employers then have to abide by rules laid down in these regulations.

## What the statement needs to include

My recommendation is that all the following items should be included in the one statement, though not necessarily in the order given here, nor in any prescribed format.

The law in fact insists that all these points are covered, but allows some of them to be issued in further instalments after the main statement (though still within the two month period). Under normal circumstances, it is better to put them all

together. Items in italic and marked \*, however, can simply be references to other papers (which the employee must be given) to prevent the written statement itself becoming too detailed.

- 1 The names of both employer and employee, the employer's address, and the place(s) of work;
- 2 the starting date for the employment, together with the date that 'continuous employment' began, and the date on which fixed-term work is due to end;
- 3 the job title or a brief description of the work undertaken (*it can be helpful to refer to a full job description \**);
- 4 the pay (amount, scale, rate, or method of calculation and the interval at which it is paid, also whether the employment is contracted in or out of SERPS, and *any pension arrangements\**);
- 5 any terms relating to the working hours including overtime;
- 6 any terms relating to holiday entitlements (such as number of days, public holidays and holiday pay);
- 7 *any terms relating to sickness and injury (such as periods for sick leave and amounts of sick pay)\**;
- 8 the notice periods for termination (which the employee is obliged to give and entitled to receive);
- 9 details of the employer's disciplinary and grievance procedures (*disciplinary and dismissal rules\**, persons to whom appeals can be made, forms of appeal, *further steps to be taken\**);
- 10 any details of collective agreements that directly affect the employee's conditions of employment.

## Notes (numbers refer to points above)

- 1 If the employee is required to work outside the UK for more than a month, there are additional requirements.
- 2 Occasionally employment for a previous employer counts towards the period of employment. If the employment is for a fixed term (bearing in mind that dismissal at the end of a fixed period is no longer straightforward – see opposite column), the date should be stated. And if the employment is temporary, its likely period should be stated.
- 5 If there are no terms for this and other elements of the statement, this should be stated.

9 These are detailed matters with important changes in the law as at October 2004. The ‘small employer exemption’ has been removed (this applied previously to most churches and many small charities) and all employers are now required to have a disciplinary procedure. For a straightforward explanation go the ACAS website (see part 3 below), click ‘Advice’, then ‘Publications’, then ‘Self help guides’, and look for refs GO2 and also GO1.

10 Most small employers need not worry about this one.

There are other points that can be added to the statement if wished (such as training, appraisal, expenses). The ACAS website document (GO1) contains a list of examples. I recommend churches add a clause about retirement age – as I have seen problems arise when nothing is specified.

It is not legally necessary for both employer and employee to sign the statement, but it is good practice to do so.

Note also that there are a number of other implied terms within any contract of employment. For example, an employer must not act in a manner likely to destroy the relationship of trust and confidence between the employer and the employee, and must take reasonable steps to ensure the employee’s health and safety. An employee must comply with duties of fidelity, obedience, due diligence and care and not disclose the employer’s trade secrets or

confidential information.

The statement will often refer to a job description which is best kept as a separate document. There may also be other papers such as a staff handbook and stated aims for each year. A sample written statement is provided at the end of this article.

### Changing any details

This is a tricky matter and employers need to take great care. The employee is entitled to receive written notification within one month of when the change occurs. This must contain explicit particulars of the change. However, this does not entitle the employer to make such a change without the consent of the employee.

Normally the employer and employee need to agree together on the change (unless the existing terms allow for certain variations to be made). If this is not possible, the employer may terminate the existing contract (with proper notice) and then introduce a new one. But the employee may be able to make a claim for constructive dismissal in such a case – so take professional advice.

If employers have failed to supply written statements and now start to do so, as may well be the case for some reading this, they must be very careful not to vary any existing terms (which may exist from correspondence or simply from practice) without giving the employee written notice as above.

## 2: Volunteers

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This second part investigates a possible equivalent to the contract of employment.

### The meaning of ‘volunteer’

A volunteer in this context is anyone who offers their time and abilities to help the church or mission agency for no charge other than out-of-pocket expenses. This would include both formal office-holders (eg. the Secretary) and those who simply get on with a job without being asked (eg. those who washed up after the church supper). Here, we shall focus on the first category.

This would include people who have been **selected** for posts such as a group leader of any kind (adult or children’s), or a member of a music group. The selection process for these positions

may, in some cases, be non-existent in that any offers are accepted with alacrity.

But I am going to assume that the church leaders have some idea of standards, and thus that some kind of selection is very desirable. So although volunteers ‘offer’ themselves, this does not imply blind acceptance of all such offers.

The definition also includes people who have been **elected** to hold office or to be a member of a formal group. Examples might include a Treasurer, a Steward of any kind, or a member of any council or committee. The difference here is that the choice rests with a body of people,

perhaps even the whole church membership. It often depends on there being more people willing to stand than places available. I doubt if you have this for the appointment of most Treasurers though!

For a mission agency, the same would apply. People might be selected for a short-term project or to represent the organisation in some way. Others might be elected to a committee.

The key point is that there is no payment for 'services rendered' and there can therefore be no contract of employment.

### Agreements for volunteers

There may be no contract, but there is no reason why there should not be some kind of statement of what the church or mission expect of the volunteer, and in turn how they aim to support this person. This might well be supplemented by a simple job description and some kind of handbook for the task in question. The idea for such a statement is included elsewhere on this website (see Article A6 part 2 section B) but expanded here, together with an example.

Such a statement needs to be kept very simple, or it does start to look 'contractual' and over the top.

It might:

- include something about the time input required and the length of service expected (if you would like them to think in terms of, say, two years in the first instance);
- list any points about gifting, character or behaviour that it may be necessary to say (for example a Children's Group Leader will need to follow the church's Child Protection Policy carefully – which may require considerable detail in a separate document);
- give an idea of priority or standards expected (eg. quality of output for a press officer);
- outline the overall church vision into which this task fits.

If you overdo all this, no one will volunteer for anything! But if you omit all this how can you review the person in their work, help them to develop themselves, and allow the church or mission to maintain necessary standards? Any good volunteer will want to know this kind of detail anyway.

It is good if the church can itself 'contract' with the volunteer to offer training, or to pay for equipment, or to promise prayer support. This statement then becomes a two-way agreement.

BUT, if you do this, do ensure that you do everything you promise. Better not to say anything if you are not prepared to follow what you put.

The key issue here must be the level of formality. At this point, refer to the example for a member of a Newcomers Team (deliberately the same team chosen in Article A6) which follows at the end of this article. This includes examples of the points made above, and clearly shows what the church is offering by way of support and encouragement.

Consider how this principle might now be used for the following kind of church posts. For posts that are elected rather than selected (such as the first in the list), consider the value of each member of the electorate having access to such a statement, before nominating and then voting for people to the body in question.

- A member of the PCC or Diaconate or the Church Council, etc.;
- a member of the Music Group or Choir;
- a leader of any home or cell group;
- a leader or helper in the church's children's and youth programme;
- a member of a bereavement team;
- anyone who leads in prayer or reads lessons;
- anyone invited to help run the crèche.

### Other paperwork

So far I have covered some kind of agreement, and mentioned a simple job description (which may well form the first part of the agreement paper). My third item of paperwork takes us well outside the realms of normal practice in churches. It is helpful to have a very simple statement (A5 would usually be sufficient) that expresses:

- desired achievements over the next year (eg. for the leader of a children's group, 'to see every child coming to appreciate something of who Jesus is, what he has done for them, and how he can be their friend' – no more than six items);
- (if not already covered) how this fits in with the church's big picture vision or plan – so the person can see that his or her work is part of a larger whole, and that this is working towards a greater purpose.

Such **aims** may include ones that relate to the task (as the one above), but also ones of relationships (such as teamwork among all the children's leaders), and ones of personal development (eg. 'to become proficient at

designing and leading a 45-minute session which holds the children's attention and which they enjoy').

But do keep this very, very simple. And of course it needs updating each year so be sure you do this.

The fourth item of print I recommend is an **information pack** of some kind. This will not be appropriate for all positions, but will be invaluable in many posts where to lose the accumulated experience of the previous office-holder would be a severe blow.

The danger is of the previous post-holder telling his or her successor exactly how to do the job. This can stifle creativity. On the other hand some suggestions, and a logging of background data, can save the newcomer from hours of frustration.

Examples where this would be useful would include the following.

- A children's leader passes on a listing of activities that have worked well, with a resource file of where to find helpful input in print or on the web. There might even be a small library of books and magazines that contain helpful ideas.
- The person who organised the last church weekend away leaves behind full details of how it was run including resource data, timetable for all actions, sets of accounts, pitfalls encountered and how they might be avoided, good ideas for the programme, sample letters and leaflets produced for promotion and when corresponding with speakers and the venue, and so on.

### **The danger of overkill**

The contractual paperwork discussed for employees is required by law. For volunteers there are no such requirements. What is described here seeks to offer a caring environment for the support and encouragement of volunteers. But there is a danger of overdoing it so that any voluntary post comes with a file of paperwork enough to put anyone off.

The point of this article is that most churches and missions are 'underdoing it'. They assume that a volunteer simply needs commitment to Christ and this church (or mission agency) and everything else follows. This is far from the case.

In an age when finding people to undertake 'volunteer' tasks is becoming increasingly difficult, you need a system; one that defines a job clearly, so people know what they are letting themselves in for, and one that gives an idea of what is required, so that anyone can assess whether they can match this or not. All this in a context of care and support from the church so that volunteers know they will not be left high and dry.

And although all the above has been expressed in terms of printed paperwork, the assumption must be that this is simply a backdrop for a personal invitation and discussion of the role and the person's suitability.

So, is this approach overkill?

- Yes, if you put people off by providing six box files of paperwork to a nervous person who is wondering if God is calling them to offer for an area of service where they lack experience and self-confidence.
- Yes, if you set standards for the Music Group that demand Grade 8 with distinction in five different instruments before you will even be considered for audition.
- Yes, if you let paperwork replace careful, gentle, one-to-one personal discussion and affirmation.
- But not at all if it used as a back-up to the personal touch, if it allows people to consider honestly whether they are right for this post or not, and if people want to know if they can trust the church or charity to be responsible in the way it will treat them.

The paperwork described above needs to be designed to fit the church's culture. For example, if quality is important it should look neat and be well printed. If people don't read, it may need plenty of visuals (cartoons, clip-art, etc.).

One of the main reasons for appointing a volunteer to any post should be to develop that person, whether in practical skills, in responsibility, or in Christian faith. In such cases, appropriate paperwork (or other more visual forms) can be a means of showing the church mean business and take their volunteers very seriously.

Now that would be a refreshing change and might encourage many more to offer.

## 3: Practical examples and references

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On page 8 there is a sample written statement for an employee, and on page 9 a sample statement of expectations for a member of a volunteer team (Newcomers Team). For where to go for more detailed advice, read on.

For contractual staff, an excellent place to start is at the ACAS on-line guides which include sample paperwork with detailed notes ([www.acas.org.uk](http://www.acas.org.uk)). Click 'Advice', then 'Publications', then 'Self help guides' (near the bottom of the list) among other papers. GO1 and GO2 are the ones already mentioned above. If you click on the HTML link, the next screen has a pdf option near the top.

There is also advice on the BERR (Department for Business Enterprise and Regulatory Reform) website. Go to [www.berr.gov.uk](http://www.berr.gov.uk), select 'Employment matters'. The left hand menu gives access to a wide range of relevant issues. See in particular 'A-Z of employment'.

For a solicitor's approach, try [www.emplaw.co.uk](http://www.emplaw.co.uk) then click on 'Employers', then 'Free employment law information' or 'Free guidance notes'. There is a comprehensive menu on the left-hand side.

But if you have questions or are dealing with a situation that is not standard, you should take professional advice from an employment solicitor. It would in any case be wise to show your pro-forma written statement to a specialist to check you are following all necessary legislation and best practice, especially in view of changes introduced in recent years.

Note that Part 1 of this article acts only as a brief introduction to contracts of employment and is in no way intended as a comprehensive explanation of employment law in general. The websites above provide access to a much wider range of issues that employers will need to be familiar with, such as 'Working time regulations', 'Discipline and dismissal procedures', 'Statutory notice periods', 'Statutory sick pay' and so on.

For volunteers, the Methodist Church include several suggested documents on their website. They include a sample volunteer agreement – although this is probably more suitable for an unpaid post working at stated times (eg. serving in a church coffee shop) than for something like a home group leader. Go to [www.methodist.org.uk](http://www.methodist.org.uk). Click on 'Open to you' and choose 'Volunteering' on the right hand menu.

In a wider charitable context, try the National Council for Voluntary Organisations ([www.ncvo-vol.org.uk](http://www.ncvo-vol.org.uk)) and the Directory of Social Change ([www.dsc.org.uk](http://www.dsc.org.uk)).

The author cannot be held liable for any action taken in the light of this article. He always recommends clients to take professional advice from a specialist solicitor on matters of employment.

This article is available at [www.john-truscott.co.uk/resources/articles/a8.pdf](http://www.john-truscott.co.uk/resources/articles/a8.pdf). For writing details of a post, see Article A6, *Job descriptions*. For indexes of all printed items available on the site, visit the [resources page](#).

Contact John if you would like to enquire about the possibility of using his consultancy or training services on any aspect of staff or volunteer management. For example, he can help with the preparation of an official staff handbook, or run training events on managing volunteers.

Cartoons are by Micki Hounslow for filing categories of Leadership, Management, Structures, Planning, Communication, Administration. File A8 under Management (with a link to Structures).

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**ST CHRISTOPHER'S CHURCH, 1 Cloister Close, Choirchapel**

To Mr Chris C Cross (address)

Date

Dear Chris

The following particulars are given to you in accordance with the terms of the Employment Rights Act 1996.

Your employment as Office Secretary of St Christopher's begins on 1<sup>st</sup> October 2008. You are employed by the St Christopher's Church Council and have not had previous employment to count as part of your continuous period of employment. Your work will be as stated in the job description dated 15<sup>th</sup> July 2008 and already given to you. You will normally work from the church office but occasionally from your own home.

This is a part-time post. You will work for a total of 20 hours per week, normally from 9.00 am. to 1.00 pm. on Mondays to Fridays and will be paid a salary of £8,650 per year by monthly cheque in arrears. There will be some flexibility allowed for hours in school holidays. This rate will be reviewed annually on 1<sup>st</sup> January. There is no overtime payable.

You are entitled to paid holiday as follows: four weeks (of 20 hours) of leave per year, all statutory bank holidays, plus the period between Christmas and New Year when the office is closed. The holiday year starts on 1<sup>st</sup> January and no accrued holiday may be carried forward to a new year. So you may take one week's (20 hours) paid leave for the period to 31<sup>st</sup> December 2008 in addition to the Christmas period outlined above.

If you are away sick for more than five consecutive days, you must obtain a medical certificate. For shorter periods you must fill in a self-certification form. You must inform the Minister by 9.00 am. on the first day of absence if you are unable to come in to the office. You will receive full pay for up to four weeks' absence for sickness or injury in any one calendar year, after which you will receive your statutory sick pay entitlement.

A contracting-out certificate is not in force in respect of your employment. This post is not pensionable\*.

This appointment may be terminated by either party giving one month's notice in writing (or the statutory period if greater). The employer may make payment of the appropriate salary in lieu of notice.

If you are dissatisfied with any disciplinary decision which affects you, you should send details in writing to the Church Stewards. The Church Council's disciplinary rules, and details of subsequent steps in the procedures, are included in a separate document given to you with this statement.

If you have a grievance relating to your employment you should in the first instance raise this orally with the Minister. Details of subsequent steps in the grievance procedures are included in the separate document referred to in the previous paragraph.

There are no collective agreements relating to your employment.

Signed (Church Secretary)

I acknowledge receipt of this letter

Signed (C C Cross)

Date

*The ACAS and BERR websites show examples in 'statement' format. This is an outline of something similar in 'letter format'. This example is deliberately kept simple and refers to other paperwork.*

*\*Note: this assumes the church has less than five employees; otherwise it must provide access to a stakeholder pension scheme if it does not operate its own.*

## **CHRIST CHURCH, CHRISTMINSTER**

### **Member of the Newcomers Team**

#### **What do we expect of you?**

- 1 To be on duty whenever you are at church on Sunday (there is no rota), if possible being present 15 minutes before the service begins and staying to talk to newcomers and visitors afterwards. Your first responsibility is to newcomers, even when your friends want to talk to you.
- 2 To make it a priority to attend termly team meetings for training and sharing news, and the occasional Sunday lunches for newcomers.
- 3 To commit yourself to the team for one year in the first instance, and to review this with the team leader at the end of this time.
- 4 To be regularly on duty (present at church at least two to three times a month on average), able to talk to strangers in a natural way, to be very sensitive in how you do this so that no one feels put under any pressure, to remember names and faces, and to be knowledgeable about the church so that you can answer questions confidently.
- 5 To be careful about giving wrong impressions if talking to people of the opposite gender if on their own, and although not to be too formal, never to be over-familiar in any inappropriate way. You should be aware of the contents of our Child Protection Policy.
- 6 To share our vision for being Jesus Christ to every person you meet, helping people to move one more step forward in their knowledge and experience of him.

#### **What can you expect of us?**

- 1 This is an unusual team that works behind the scenes and is not officially listed, so you will be expected to do this work without the public recognition that we seek to give to other teams. However, the church will pray for the team (without naming individual members) through our monthly prayer leaflet and occasional intercessions in services.
- 2 The Minister and leadership recognise the vital importance of your work and want to encourage you in every way they can. So, for example, one PCC member / Elder (etc.) each year is asked to take specific responsibility for the team and to represent you on the Council / Eldership. This year Peter Piper acts as this link, and he will check how things are going with you from time to time. He will also present a report from your team at least once during the year.
- 3 The church has a training budget, and is happy to pay fees for selected training events or to purchase resources that your team leader feels would help you all.
- 4 Once a year your team leader will speak to you about your involvement on this team and ask whether you wish to continue or whether there are other tasks within the church which might help you to move on in practical discipleship.
- 5 If changes in personal circumstances mean that you wish to come off the team, either for just a few weeks or permanently, we quite understand this and will do all we can to support you.

July 2008

*Note: this would accompany the job description (see a worked example for this team in Article A6), perhaps a simple set of aims for the year for the whole team, and any reference paperwork to give background information. In this case the role of the Newcomers Team is assumed to be solely to look out for newcomers and visitors and make them welcome in an appropriate way. There would be an additional stewarding team.*