

Section III

CONDITIONS OF EMPLOYMENT

A. GENERAL OBLIGATIONS

Employees are expected to make service for Christ and humanity primary and their remuneration secondary. This implies that attempts will be made by the denomination to pay a regular and adequate salary, commensurate with the scale of living where an employee is requested to serve. In the application of policies the employing organisation will respect all statutory obligations including the deduction of appropriate income tax and national insurance contributions.

The term "dependant children" applies to children up to their 18th birthday.

B. CONTRACT OF EMPLOYMENT

Within two months of commencing employment a written statement containing the terms of employment will be issued to new employees.

Varying trial periods or internship apply to different categories of employees. On the successful completion of each period a formal contract of employment may be issued.

Ministers, Associates in Pastoral Care & Bible instructors are normally required to serve a one to two year internship. Teachers can anticipate a probationary period of one term. Office and institutional personnel may initially be employed for a period of up to three months before being offered regular employment.

C. WEEKLY HOURS OF WORK

The weekly hours of employment for all denominational employees are specified in their Contract of Employment.

D. NORMAL PERIOD OF NOTICE

If the employing organization wishes to terminate an employee's service the period of notice shall be in harmony with statutory requirements. Currently employees who have been continuously employed for one month or more receive

- One week's notice if employed continuously for less than two years;
- One week's notice for each year after two years of continuous employment up to a maximum of twelve weeks.

An employee wishing to terminate employment shall be expected to give notice as follows:

- | | |
|--|-------------------|
| • Ministers, Associates in Pastoral Care | 3 calendar months |
| • Bible Instructors | 3 calendar months |
| • Teachers | 1 term |
| • Office & Institutional Personnel | 1 month |

E. HOLIDAYS

1. 1. DURATION

All employees shall be entitled to four weeks annual holiday with pay after one year's service. If employment commences or terminates part way through the holiday year (January to December) the employee's entitlement to holidays during that year will be assessed on a pro-rata basis. Part-time workers holiday entitlement is based on the average number of hours worked over the preceding 13 weeks. Such holidays shall be in addition to statutory bank holidays.

2. SPECIAL EXCEPTIONS

Institutional employees shall be entitled to the above-mentioned holiday periods except where government regulations increase the holiday requirements for specific classes of employees.

3. ADVANCE PLANNING

As denominational organisations are required to maintain details of holiday dates, employees shall give a minimum of three months notice of dates to their employing organisation.

4. HOLIDAY ARRANGEMENTS

Employees shall be expected to arrange their holidays in consultation with the officers of their employing organisation. Interns and assistant field workers shall consult with their District Leaders before finalising holiday arrangements.

5. CONFLICT WITH RESPONSIBILITIES

Statutory public holidays may be taken on alternative days within one month where these conflict with an employee's responsibilities.

6. ACCUMULATION OF HOLIDAYS NOT ALLOWED

Employees are expected to take these periods each calendar year insofar as accumulation of holidays is not permitted from year to year.

7. OVERSEAS VISITS

Employees undertaking private overseas visits shall inform their employing organisation of such visits in advance, in case of any emergency while they are abroad.

F. ABSENCE FROM WORK

Under extenuating circumstances, salaried employees may be permitted to be absent from work without deduction of salary at the discretion of the officers of the employing organisation. Wherever possible prior arrangement should be made with the officers of their employing organisation. (See also under Urgent Family Leave).

G. LEAVE OF ABSENCE

1. CONDITIONS TO BE CLARIFIED

An employing organisation granting leave of absence to an employee shall clearly define the conditions and terms of the leave of absence and communicate these to the employee in writing. These shall include the length of the leave of absence; any financial assistance; and the responsibility if any, of the employing organisation to re-employ the employee. Other denominational organisations shall not employ such an employee without clearance from the organisation granting the leave. The employee's credential/license is not ordinarily withdrawn but is usually not renewed during any leave of absence. Six months prior to the end of the agreed terms, the beneficiary is obliged to reapply for employment.

2. APPROVAL BY EMPLOYING ORGANISATION

Leave of absence must be approved by the Executive Committee of the employing organisation.

3. CRITERIA

Leave of absence may be considered where an employee plans to cease denominational employment temporarily for the following reasons:

- (a) To pursue an approved course of study.
- (b) For a specified period to engage in an approved line of work for the widening of experience.

Any other reason than (a) or (b) above must be approved by the British Union Conference Committee.

4. CONDITIONS

Leave of absence implies but does not guarantee re-employment in denominational service and may include financial support by the employing organisation.

H. STUDY LEAVE

1. DEFINITION

Study leave shall be defined as a leave from regular denominational service granted exclusively for study purposes on a basis agreed to by the employee and the organisation.

2. CONDITIONS

- (a) The leave is specifically for study purposes.
- (b) The leave is for a specific period of time.
- (c) The employee agrees to return to continue service with the granting organisation upon completion of the study leave.
- (d) The granting organisation agrees to grant the beneficiary of study leave full-time employment upon completion.

3. PROCEDURES

- (a) The terms of the leave are approved by the Executive Committee of the employing organisation.
- (b) The employees agree in writing to the terms of the leave.
- (c) The granting organisation continues to issue a credential/licence to the beneficiary.
- (d) After action by the Union Committee, the request for study leave, whether from an institution or an individual, shall be sent by the Union with appropriate supporting documents and background information to the TED Education Director who will present the request to the relevant TED Committee(s) for consideration.

4. CONTRACT

A contract shall be prepared by the TED/BUC Education Director and this shall specify whether or not pensionable service credit is to be granted for the period of study.

I. INSURANCE

1. VEHICLE INSURANCE

It is required that each employee using an authorised vehicle provides fully comprehensive insurance cover which allows business usage for that vehicle.

2. EMPLOYEE TRAVEL INSURANCE

All employees are responsible for ensuring that adequate travel insurance, including accident and illness cover is secured before travelling abroad including the Republic of Ireland on work assignments. This may be obtained through the services of Adventist Risk Management.

When in response to an official service request travel is arranged via the Division office adequate insurance will automatically be included in the package and the expense will be charged to the calling organisation when it is paying for the travel. However, when employees make their own travel arrangements they must take out adequate insurance at their own expense. Denominational employers will not accept responsibility for expenses arising out of a failure to follow this requirement.

J. DELAYS IN SELLING OR PURCHASING PROPERTY

Employees whose contract of employment indicates that they will be moved from time to time from one location to another shall recognise that the purchase and sale of a property shall not be regarded by an employee as a legitimate or necessary reason for declining or delaying a transfer from one district to another when requested to do so by the employing organisation.

K. TERMINATION OF EMPLOYMENT

The following arrangements may be made for employees at the time of termination of denominational service:

1. REDUNDANCY ALLOWANCE

Employees with two or more years of continuous denominational employment, who meet the government redundancy requirements, shall receive redundancy payments in accordance with government regulations. These payments shall not exceed the weekly ceiling established in the government regulations.

2. RETENTION OF RETIREMENT PENSION ENTITLEMENT

Employees leaving employment before their normal retirement date after completing two years' qualifying service will be entitled to a preserved pension payable from normal retirement date in accordance with the trust deeds and rules of the Seventh-day Adventist Retirement Plan.

Where such employees leave pensionable service at least one year before normal retirement date, instead of leaving their preserved benefits in the Seventh-day Adventist Retirement Plan, they may transfer the cash equivalent of their preserved benefits to their new UK employee's scheme, provided he/she is willing and able to accept it, or to a personal pension scheme of their choice, or to an individual insurance policy in their own name (known as a *buy-out* policy).

3. RECORDING OF INFORMATION

Details of the termination arrangements shall be

- (a) Recorded in the employing organisation and the BUC minutes.
- (b) Entered on the employee's personal record of employment.
- (c) Sent in writing to the employee by the secretary of the Conference/Mission/Institution with a copy to the BUC Secretariat.

4. FILING OF SERVICE RECORDS

Original service records for employees who have ceased denominational employment shall be lodged with the BUC Executive Secretary.

L. EMPLOYEES IN ELECTED POSITIONS

Employees who are elected to serve as an officer, departmental director or sponsor have a tenure of office for the term in which they are elected. The length of the term of office is defined in the constitutions of the Union, Conferences and Missions and runs from the time of election until the next session.

If, during the term for which an employee was elected, such employee is unable to fully discharge his/her work responsibilities, the executive committee of the employing body or appointing entity shall have the authority to effect termination of employment of such employee before expiration of the term for which he/she was elected.

All employees in elected positions will be given formal notice of the conclusion of their employment, in the elected position, three months prior to the date of the session and conclusion of their term of office.

SALARY SUPPORT

When the term of office concludes, and the employee wishes to continue in denominational employment, an employee formerly in an elected position will receive salary support for a period up to three months at the most recent rate and percentage of time worked while a suitable alternative position / assignment is sought within the British Union territory.

For ministerial employees an alternative assignment could be a pastoral district placement anywhere within the British Union, or an office based role depending on what is available within the Union, Conference or Mission offices and for which the ministerial employee has the necessary skills.

For a non-ministerial employee a role that is appropriate to the professional skills of the employee will be sought within the Union, Conference, Mission or Institution offices. Non-ministerial employees will also be encouraged to look for alternative employment outside of the British Union entities.

Additional salary support for up to a further three months may be given at a rate equivalent to that of an ordained pastor or at the most recent rate, whichever is lower, if no alternative position / assignment has been identified by the employing organisation or the individual employee, while they continue to seek to secure an alternative position / assignment.

If at the end of six months no alternative position / assignment has been identified by the employing organisation, or the individual, the individual's employment will be terminated by way of redundancy.

If an appropriate alternative position / assignment is identified by the employing organisation and refused by the employee, the employer has the right to cease salary support and terminate the employment by way of redundancy.

M. DATA PROTECTION GUIDELINES

The Data Protection Act 1998 came into being in order to protect a living, identifiable individual from the unfair use of person information. There are a number of fundamental principles that the Act establishes:

- The right of the individual to know what data is being held and to check its accuracy;
- The responsibility that personal data should be recorded only for the specific purposes for which it is held and not disclosed to anyone who is not authorised to have access to it;
- A government agency should regulate and enforce proper standards relating to personal data.

The government recognises that registration with the Data Protection Registrar, now called notification, is not necessary for some organisations. Churches that are processing personal data for regular church purposes do not need to notify the Data Protection Registrar. This is because a church's use of personal data will normally come within the exemption provided by the legislation.

If personal data is being processed outside the scope of this exemption, for example if personal data is held in connection with pastoral counselling, then notification is required

Although a church will not normally need to notify the Data Protection Registrar that it holds personal data, it is still obliged to follow the rules set out in the Act. Failure to do so could result in a criminal conviction for those who are responsible for processing the data.

1. DEFINITION OF TERMS

(a) Data Classes

Normally a church will only hold *personal data* which falls within classes of data which the church is permitted to process without the need for notification.

(b) Data Controller

The person or persons who determine the purpose and the manner by which *personal data* is to be processed. For Seventh-day Adventist churches, the *data controller* will usually be the Church Board. If the minister maintains *personal data* separately (not under the overall direction of the Church Board) then the Minister should notify the Data Protection Registrar as the minister will be the *data controller* and will not have the benefit of the exemption provisions set out in the Annex to these Guidelines.

(c) Data Recipients

These are individuals or organisations to whom the *data controller* may wish to disclose the *personal data*. These will be the *data processors*, the *data subjects* and others where disclosure is necessary in order to fulfil the purpose of keeping the *personal data*. Note there are special provisions relating to *Sensitive Personal Data*.

(d) Data Processor

The person who processes the *personal data* on behalf of the *data controller*. In a typical church situation, there could be several *data processors*. For example, the minister might keep a card index system for visiting members, the Church Clerk might keep a computerised list of members with addresses for publication in a church directory, and the Church Treasurer might keep a list of those who contribute by way of Gift Aid. If it is understood that all the *data processors* are responsible to the Church Board, then they are rightly considered as *data processors* and the Church Board as the *data controller*.

(e) Data Protection Principles

These are the eight principles laid down in the Act which set out the rules for dealing with *personal data*.

(f) Data Subject

The individual who is the subject of *personal data*. In a typical church situation this would be church members, members of the congregation, children in the Sabbath School or Adventist Youth Society, Pathfinder and Adventurer clubs, those attending seminars, workshops, courses etc whose names and personal details are recorded.

(g) Personal Data

This is information that affects a person's privacy. If it is capable of having an adverse impact on the individual, is biographical in a significant sense and has the individual as its focus then it will be 'personal'. It is data which relates to a living individual who can be identified from those data or from those data and other information which is in the possession of or is likely to come into the possession of, the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

(h) Sensitive Personal Data

This is *personal data* which consists of information concerning the *data subject's* racial or ethnic origin, political opinions, religious beliefs or beliefs of a similar nature, membership of a Trade Union, physical or mental health condition, sexual life, commission or alleged commission of any offence, a record of any proceeding for any offence committed or alleged, or a record of any sentence or proceedings.

2. THE EIGHT DATA PROTECTION PRINCIPLES ARE AS FOLLOWS:

(a) The personal data must be processed fairly and lawfully.

To comply with this requirement either the consent of the data subject must be obtained, or the processing must be necessary for the legitimate interests of the data controller.

Churches should not need to obtain consent in order to process personal data if it is to be used for the ordinary purposes of the church as set out in the exemption provisions detailed below.

The Act also permits sensitive personal data to be processed without the specific consent of the data subject if this processing is carried out as part of the legitimate activities of a not for profit body or association which exists for religious purposes and where the processing is carried out within the following parameters:

- appropriate safeguards for the rights and freedoms of the data subjects;
- relates only to individuals who are members of the body or who have regular contact with it in connection with its purposes;
- does not involve the disclosure of the sensitive personal data to a third party without the consent of the data subject.

If, for example, the minister in his or her membership record system as part of the church's records notes an opinion concerning a person's religious belief, provided this is not disclosed without the consent of the data subject to a third party (that is other than to the Church Board or a data processor) this would be in order. A record of whether a person has been baptised can be kept but this is a technically sensitive personal data.

(b) Personal Data shall be obtained for one or more specified and lawful purposes and not processed in any manner incompatible with that purpose or purposes.

This principle presents a problem for churches which are not required to notify the Data Protection Registrar as there is a requirement under this principle that either there has to be a notice given by the data controller to the data subject or notification to the Data Protection Registrar.

The best practice for churches that rely on the exemption provisions set out below is to give a general notice to those who are likely to be data subjects. A statement on the church notice board, in the church newsletters and on any literature where individuals are invited to complete forms asking for personal data along the following lines should suffice: 'The . . . Seventh-day Adventist Church: Data Protection Act. The Church Board is the Data Controller for the purposes of the Act and personal data may be processed for general church purposes.'

(c) Personal Data shall be adequate, relevant and not excessive in relation to the purpose or purposes under which they are processed.

(d) Personal Data shall be accurate and where necessary kept up to date.

(e) Personal Data shall not be kept for longer than is necessary.

(f) Personal Data shall be processed in accordance with the rights of the data subjects under the Act.

Under this principle the data subject has the right of access to personal data. A person is entitled to be informed (if a request is made in writing to the data controller) whether personal data is held, a description of the data along with the purposes for which they are being held and the individuals to whom the data is shared. The request must be answered within 40 days and a fee of up to £10 may be charged. The data subject can also require the data controller to correct any personal data that is inaccurate.

Information held as personal data relating to serious allegations (for example child abuse) must be withheld, but in any such case, specific advice should be obtained as to whether disclosure should be made.

(g) Appropriate technical and organisational measure must be taken against unauthorised or unlawful processing of personal data and against

accidental loss, destruction or damage to personal data - i.e. secure storage.

- (h) Personal data shall not be transferred to a country or territory outside the European Economic Area unless the country or territory ensures an adequate level of protection.**

When members move overseas the church's protocol for membership transfer ensures that such requests are initiated by the members themselves, who are thereby giving their permission for the transfer of their personal data.

3. NOTIFICATION

Even if notification is not required because the personal data is being processed within the exemption set out below, a church can decide voluntarily to notify the Registrar.

4. PROVISIONS GIVING AN EXEMPTION FOR CHURCHES FROM NEED TO NOTIFY THE DATA PROTECTION REGISTRAR

The processing

- (a) is carried out by the church, that is under the direction of the Church Board or others appointed by the church (the Data Controller);
- (b) is for the purpose of establishing or maintaining membership of the church or for support of the church, or for administering activities for individuals who are either members of the church or have regular contact with it (the exempt purpose);
- (c) is of personal data of which the data subject is:
 - (i) a past, existing or prospective member of the church or its associated organisations, or
 - (ii) any person who has regular contact with the church or its associated organisations in connection with the purposes, or
 - (iii) any person the processing of whose personal data is necessary for the exempt purposes;
- (d) is of personal data consisting of the name, address and other identifiers of the data subject or information as to:
 - (i) eligibility for membership of the church or its associated organisations, or
 - (ii) other matters the processing of which is necessary for the exempt purposes
- (e) does not involve the disclosure of the personal data to any third party other than:
 - (i) with the consent of the data subject, or
 - (ii) where it is necessary to make such disclosure for the exempt purposes
- (f) does not involve keeping the personal data after the relationship between the data controller and the data subject ends, unless and for so long as it is necessary to do so for the exempt purposes.

Further information with reference to the implementation of the Data Protection Act 1998 is available from:
Office of the Information Commissioner, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Website:
<www.informationcommissioner.gov.uk> Email mail@ico.gsi.gov.uk.