# Leaving the Church

This policy sets out the procedures which apply when an employee leaves the Church’s employment.

Further details concerning procedures applying to redundancy or dismissal can be found in the respective policies.

On leaving, for whatever reason, employees should return all the Church's property. Failure to do so may incur a deduction from any final payment due.

### Resignation

In the holiday year in which you leave employment, or your employment terminates your annual leave entitlement will be pro-rated according to your leave date. You will be paid in lieu of holiday which has accrued in the holiday year in which your employment terminates, and which has not been used at the termination date. Holiday pay will be calculated on your normal basic salary. Holidays may not be taken during your period of notice without management approval. Where paid holiday taken exceeds your entitlement, the overpayment will be deducted from your salary.

The Church may, at its discretion, require an employee who has resigned to take “garden leave”, i.e. not to attend the place of work for the duration of the notice period. The Church will have no obligation to provide an employee with work during this period, but all contractual benefits will continue to apply.

### Pay in lieu of notice

The Church may in its absolute discretion pay you in lieu of any (part or all) notice of termination (whether such notice is given by The Church or you) or any requirement to continue to employ you to any particular date of an amount equal to your basic salary less deductions for income tax and National Insurance Contributions (as appropriate) (the "Post employment notice pay "). You will not have any right to a PENP = Post Employment Notice Pay.

### Restrictive covenants

The Church has the right to impose a restrictive covenant on individual employees following termination of their employment with the Church. You shall not for a period of 12 months after the Termination Date either personally or by an agent, whether on your own account or for or in association with any other person, Church or organisation; canvass, coerce, solicit or endeavour to take away from The Church, the business, staff, supplier or customers or prospective customer for or in relation to any business or activity which is in competition with The Church or any Associated Church. This post employment condition is not intended to prohibit you from working but is to protect the legitimate business interests of the Church.

### Retirement

The Church will not require employees to retire from employment upon reaching a particular age. We recognise the value and contributions of our employees and we wish to retain the skills and experience of all employees within the business.

Employees may however request to retire if they choose. The Church recommends that any employees who are contemplating retirement should consider their pension provision and seek independent financial advice before making any final decision in relation to retirement.

It is, however, our policy to have regular workplace /appraisal discussions with all our staff where they can discuss performance and any development needs they may have, as well as their future aims and aspirations. Staff and their managers can also use this opportunity to discuss retirement planning should the employee wish to do so.

You should ensure that you inform your line manager at least six months before you plan to retire to ensure all appropriate arrangements are made (e.g. sourcing a replacement, mobilising your Company pension etc.).

### Short-time working and lay offs

The Church reserves the right to introduce short time working or a period of temporary layoff without pay (with the exception of any statutory entitlement) where this is necessary to avoid redundancies or where there is a shortage of work.

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short-time working, or alternatively, lay-off. If you are placed on short-time working, your pay will be reduced according to time actually worked. If you are placed on lay-off, you will receive no pay other than statutory guarantee pay if you qualify for this.

If the event of this happening the Church will review the position every 4 weeks and will inform the affected employees of the result in writing.

### Redundancy and redeployment

The constantly changing business environment means that redundancy is occasionally inevitable, but the Church will do its utmost to find other solutions first.

* Short time working, and layoffs will be applied
* wherever possible, employees will be redeployed
* There will be support made available where redeployment is not possible.
* Statutory redundancy pay would be paid
* Should your employment be terminated due to redundancy, you will be given written notice of termination in line with your contract of employment. You may be required to work during your notice period, however, the Company reserves the right to make a payment in lieu of notice pay, for some or all of your notice period, to be paid upon termination of your employment.

### Pension

The Church will comply with the employer pension duties applicable to your employment under Part 1 of the Pensions Act 2008. You will be provided with further details in writing of the pension arrangements applicable to you. Further details of the pension arrangements can be obtained from your Manager and the Pension information policy.

### References

The Church will provide a reference confirming the following information; your position held, dates employed and final salary at time of leaving. No further information can be provided within a reference.

Personal references are considered but require a specific note to say that they are personal and are not the views of the Church. If a personal reference is sent for an individual, it should not be sent on headed paper or from any organisational email address.