



**Presbyterian Church
of Aotearoa New Zealand**

Conditions of Service Manual

Supplementary Provision to the Book of Order

Issued by the Council of Assembly

on the 17th day of March 2018

Amended 15 March 2019

Contents

1	The Context of the Conditions of Service Manual	3
1.1	Introduction	3
1.2	Interpretation	3
1.3	Relationship of this Manual to Secular Law	5
1.4	Legislative Context	5
1.5	Manual Sections	8
1.6	The Book of Order Provisions	8
1.7	Code of Ethics	8
1.8	Areas Addressed	8
1.9	The Presbyterian Church as a learning organisation	9
1.10	Procedure for Changing this Document	9
1.11	Additional Support Documentation	10
2	Ministers of Word and Sacrament	11
2.1	Introduction and Definition	11
2.2	Establishment of Position of Minister of Word and Sacrament	11
2.3	Recruitment and Selection	12
2.4	Terms of Call/Letters of Appointment	17
2.5	Terms and Conditions	19
2.6	Leadership Development	29
2.7	Review of Ministry Positions	31
2.8	Ending a Ministry Relationship	32
3	Employees	34
3.1	Introduction and Definition	34
3.2	Background Purpose	34
3.3	Establishment of Positions	34

3.4	Recruitment and Selection	35
3.5	Employment Agreements	39
3.6	Terms and Conditions	41
3.7	Performance Management	45
3.8	Restructuring and Redundancy	47
3.9	Termination	48
3.10	Health and Safety whilst at work	50
3.11	Assembly Appointments	51
3.12	Administrative Positions	54
4	Volunteers	55
5	Contractors	58

PART 1

1 THE CONTEXT OF THE CONDITIONS OF SERVICE MANUAL

1.1 Introduction

This manual is a supplementary provision issued by the Council of Assembly on the 17th day of March 2018 under chapter 3 in the Book of Order adopted by the General Assembly on the 6th day of October 2018, and must be complied with.

This supplementary provision is subject to the Book of Order and, in the event of any inconsistency between this provision and the Book of Order, the provisions of the Book of Order take precedence and prevail.

The manual is intended for congregations and presbyteries who are:

- involved in a relationship with ministers of word and sacrament; and
- involved in the employment (paid or unpaid) of people in the Presbyterian Church of Aotearoa New Zealand; and
- ministers of our Church; and
- employees, including those who manage employees with congregations or otherwise for the Church; and
- others who are neither ministers nor employees, who represent the Church and/or act for, on behalf of, or in the name of the Church.

1.2 Interpretation

For the purposes of this Manual the following definitions apply:

Beneficiary Fund means and includes the Defined Benefit Section (also known as the New Benefits Section) of the Beneficiary Fund and the Defined Contribution Section (also known as the Complying Section) of the Beneficiary Fund, as the circumstances of the case require, and, where the context requires, means the Beneficiary Fund of the PCANZ for the time being but does not include KiwiSaver.

Contractor means an independent person who is not a minister, nor an *employee* nor a *volunteer*, who is engaged by, or on behalf of the Church, whether locally, regionally or nationally, pursuant to a contract of, or for, the provision of (specific) services.

Employee means any person employed by the Church (either at local, regional, or national level) to do any work for hire or reward under an (employment) contract of service and includes a person intending to work (that is where there is an employment agreement in force but the employee has yet to commence work).

PART 1

Employer in relation to anyone employed by the PCANZ means:

- (a) in relation to employees employed by the General Assembly to work in the National Office of the Church or on behalf of the Church nationally, the General Assembly of the Presbyterian Church of Aotearoa New Zealand ("*PCANZ*"); and
- (b) in relation to employees employed by the Church to work locally in a congregation or Presbytery north of the Waitaki, PCANZ; and
- (c) in relation to employees employed by the Church to work locally in a congregation or Presbytery south of the Waitaki, the Otago Foundation Trust Board or the PCANZ, as the employing body determines.

Guideline a Guideline is intended to assist persons in relation to its subject matter. Unless a Guideline is issued pursuant to Chapter 3 of the Book of Order it does not have the force or authority of this Manual or a Supplementary Provision.

Minister means a person called by God to preach the gospel of Christ, celebrate the sacraments and exercise the talents that he or she has received for ministry in the Christian Church and who has been ordained by presbytery to this office and includes:

- ministers of the word and sacrament : National Ordained Ministers (NOMs); Local Ordained Ministers (LOMs);
- Local Ministry Teams;
- Amorangi Ministers;
- Assembly appointed Ministers who are not employed;
- Licentiates;
- Local ordained ministry probationers.

Volunteer means a person who is acting on a voluntary basis for the Church and does not expect to be rewarded or paid for work performed as a volunteer (whether or not the person receives reimbursement of out-of-pocket expenses) and includes the following persons (as defined in the Book of Order):

- Church workers;
- Commissioners;
- Trustees;
- Council of Assembly Members;
- Officers of Assembly;

PART 1

- Members of Assembly, Presbytery, Congregation and Other Church Standing/Adhoc Committees and Working Groups;
- Elders;
- Managers;
- Deacons;
- Office bearers not included in the foregoing definitions;
- Parish Councillors;
- Assessors;
- Members of Judicial Commissions and Disciplinary Commissions;
- Members of Pastoral Resolution Committees;
- Support persons and Contact Persons;
- Complaints Officers

1.3 Relationship of this Manual to secular law

It has long been accepted that *ministers* are called by God and are servants of God. They are not *employees* of the church when engaged in the ministry of the Word and Sacrament. From time to time ordained *ministers* may be separately employed by the Church for specific periods or specific tasks. In those specific cases such persons will be governed by the provisions in this Manual applying to *ministers* and those provisions as applying to *employees* as well as the terms and conditions of their employment. However, arrangements between the Church and the ACC and the IRD in relation to *ministers* and stipends and the beneficiary fund do not alter the non-employed status of *ministers*. There may be some situations and circumstances in which a *minister* is regarded as a *volunteer* – for example Health & Safety At Work legislation. That does not alter the special status of *ministers*. Some *employees* of the Church may, in their personal out-of-work capacity, also be *volunteers*. This Manual is intended to apply to people in whatever capacity they act for the Church.

1.4 Legislative context

As is plain from paragraphs 1.1, 1.2, and 1.3, within the Church conditions of service may differ according to the ministry exercised, or the position filled, and the capacity in which the person is acting. Persons engaged in work for the Church, whether as *ministers*, *employees* or *volunteers* will therefore be governed variously by:

- The Book of Order (including Chapter 15 : Discipline)
- This Manual

PART 1

- Various secular legislation
- An employment agreement
- A Policy or Supplementary Provision of the Church
- The Church's *Code of Ethics*
- Various private legislation including:
 - The Presbyterian Church Property Act 1885 ("*the 1885 Act*")
 - The Presbyterian Church of New Zealand Act 1901 ("*the 1901 Act*")
 - The Amendment Acts to the 1885 Act including the 1914, the 1930 and the 1974 amendments
 - The Otago Foundation Trust Board Act 1992 ("*the Otago Foundation Act*")
 - The 1996 Amendment Act to the 1885 Act ("*the 1996 Amendment*")

Relevant legislation, with amendments, including the following:

- Accident Insurance Act 1998 and Accident Insurance Act
- Employment Relations Act (2000) as amended
- Equal Pay Act 1972
- Fair Trading Act 1986
- Films Videos & Publications Classification Act 1993
- Harmful Digital Communications Act 2015
- Harassment Act 1997
- Health & Disability Commissioner Act 1974 (and related legislation)
- Health and Safety At Work Act 2015
- Holidays Act 2003
- Human Rights Act 1993
- Income Tax Act 2004
- Injury Prevention, Rehabilitation and Compensation Act 2001
- KiwiSaver Act 2006
- Minimum Wage Act 1983
- NZ Bill of Rights Act 1990
- Parental Leave and Employment Protection Act 1987
- Privacy Act 1993

PART 1

- Protected Disclosures Act 2000
- Smoke-free Environments Act 1990
- Unsolicited Electronic Messages Act 2007
- Volunteers Employment Protection Act 1973
- Vulnerable Children Act 2014
- Wages Protection Act 1983

Copies of legislation can be accessed through www.legislation.govt.nz

1.4.1 Compliance with Legislation

All representatives of the Presbyterian Church – whether ministers, employees, volunteers or contractors – are expected to respect and comply with relevant and applicable law, including both the private and the public (secular) legislation referred to in the previous paragraph. This reinforces the Church's zero tolerance for:

- unlawful discrimination; and
- harassment; and
- objectionable and harmful digital material and communications and inappropriate use of electronic and social media; and
- exploitation of the vulnerable with whom we interact – particularly children.

This also recognises that all persons who undertake work for the Church – whether, *employees, ministers, volunteers, and contractors* – are entitled to go home after their day's labour as well and as healthy as when they commenced.

1.4.2 Common Book of Order Provisions

The Provisions in the *Book of Order* for:

- Discipline – Chapter 15; and
- Resolution of disputes, employment relationship problems, and other conflicts, through the Mediation provisions contained in the Supplementary Provisions (BOO); and
- Resolution of disputes, grievances, employment relationship problems and other complaints where mediation is not possible through the Pastoral Resolution Committee process contained in the Supplementary Provisions (BOO),

are applicable and available for *ministers, employees, and volunteers*.

PART 1

1.4.3 Other Relevant Provisions and Guidelines

From time to time the Assembly issues other relevant provisions, Supplementary Provisions, and guidelines, which may be applicable to *ministers*, *employees* and *volunteers*. Where relevant and applicable these provisions, Supplementary Provisions and Guidelines form part of the Conditions of Service.

1.5 Manual sections

This Manual is divided into the following sections:

- Part 1 : the Context – which applies to everyone
- Part 2 : which applies only to ministers
- Part 3 : which applies only to employees
- Part 4 : which applies only to volunteers
- Part 5 : which applies only to contractors.

1.6 The Book of Order Provisions

Other *Book of Order* provisions relating to *ministers*, *employees*, and to *volunteers* not specified in paragraph 1.4.2 continue to apply where applicable.

1.7 Code of Ethics

The Church's *Code of Ethics* applies to all representatives of the Church including *ministers*, *volunteers* and *employees*.

1.8 Areas addressed

This manual covers, according to the type of position:

- Establishment of position
- Recruitment and Selection
- Employment agreements/Terms of Call/Letters of appointment
- Terms and Conditions
- Leave
- Pay/remuneration
- Superannuation provision

PART 1

- Training
- Performance Conversations
- Dispute resolution; employment relationship problems
- Re-structuring and redundancy
- Termination
- Code of Ethics
- Health and Safety

1.9 The Presbyterian Church as a learning organisation

The intention of the Presbyterian Church is to operate as a learning organisation in its systems and processes. This is then a significant factor in how it manages the conditions of service. Two significant points to bear in mind are:

- (i) Assumptions are open to question and examination.

For example:

- what makes a good minister?
- why are we appointing a youth/pastoral/worship worker?

Differing underlying assumptions about these questions could lead to a struggle in appointing the right person for the place and time. Examining the underlying assumptions can be a great help in deciding what sort of position to establish and what sort of person to appoint.

- (ii) Systems may be working to ensure their own downfall.

Sometimes this can lead to laying blame where it does not belong, and may even lead to making an appointment which is doomed to fail, in attempting to fix an issue which is really systemic in nature. A climate of openness to questions and examination of process can help prevent this before an unproductive path is followed.

1.10 Procedure for changing this document

1.10.1 Introduction

The conditions that would necessitate changes to this manual are:

- changes to legislation or its interpretation,
- changes to the Book of Order of the Presbyterian Church of Aotearoa New Zealand, or

PART 1

- recognition that material within this manual does not satisfactorily meet changing needs in a changing environment.

Responsiveness to necessary change is a characteristic of a learning organisation.

1.10.2 Proposals for change

Individuals or groups may suggest changes to this manual by:

- raising the matter with the Leadership sub-committee and/or the Assembly Executive Secretary
- raising the matter with the Council of Assembly
- drawing the matter to the attention of the General Assembly through the relevant process set out in the Book of Order, if the above initiatives do not lead to the change sought after due consideration.

1.10.3 Decisions about change

Changes that relate to regulations in the Book of Order require a decision of the General Assembly and may require use of the Special Legislative Procedure. Changes that relate only to the operational guidelines contained in this Conditions of Service Manual may be determined by the Council of Assembly.

1.10.4 Implementation of change

Changes to this manual will be notified to presbyteries and church councils. This document will be available on the website and any approved changes will be notified on the website and included in the document as soon as possible.

1.11 Additional support documentation

1.11.1 Guidelines published by the Assembly Office

Additional guidance on the material in this manual is provided in the following sets of guidelines published by the Assembly Office:

- Presbytery Clerk Resource Manual
- Church Management Support Guide (includes information for treasurers)
- Parish Handbook
- Leave Guidelines
- Housing guidelines
- Safety and Protection policy for children, young people and families

PART 2

2 MINISTERS OF WORD AND SACRAMENT

2.1 Introduction and definition

"Minister of word and sacrament" means a person recognised by the Church as called by God to proclaim the Gospel of Christ, celebrate the sacraments and exercise the talents she or he has received for ministry in the Church and who has been ordained by Presbytery to this office.

The Church believes that in taking up a position, ministers are responding to a call from God, affirmed by the Church. The Church believes ministers exercise their ministry according to convictions and motivations generated by God. The relationship between Presbyteries and ministers is not contractual nor one of employment and employment legislation does not apply to these positions. All involved are bound by the Book of Order.

Four strands of ministry of word and sacrament are recognised within the Presbyterian Church of Aotearoa New Zealand:

- **National Ordained Ministry (NOM)** – means a model of ministry under which a person is ordained by a presbytery to the ministry of word and sacrament and is eligible for call or appointment throughout the Church.
- **Local Ordained Ministry (LOM)** – means a model of ministry under which a person is ordained by a presbytery to the ministry of word and sacrament in a particular context for a particular period of time and is not normally eligible for call to appointment to any other position within the Church.
- **Local Ministry Team (LMT)** – means a model of ministry, authorised by presbytery for a specified period of time, by which ministry roles are shared among members of the team. Within the team a person or persons may be recognised by Presbytery for training, ordination and induction to the ministry of word and sacrament.
- **Amorangi ministry** – self-supporting ministry in Te Aka Puaho, as outlined in the Book of Order.

2.2 Establishment of position of minister of word and sacrament

A position for a minister of word and sacrament would normally arise from the resignation or retirement of the current minister; a change in the ministry needs of the workplace or congregation in which ministry is being exercised (e.g. growth/decline in numbers/income); planting a new congregation or taking a fresh mission initiative.

Decisions about the establishment or disestablishment of a position for a minister of word and sacrament and its terms are made by the Presbytery in which the ministry is situated, unless the position is one of employment with the General Assembly or other body.

PART 2

When filling a vacancy for a minister of word and sacrament in a congregation please refer to Chapter 7 of the Book of Order and to the guidelines in the Parish Handbook in addition to the information in this manual. The guidelines in the Parish Handbook are available from the Assembly Office or through the Church's website.

As part of the process of establishing a position, congregations need to prepare a budget for the position(s).

2.3 Recruitment and selection

2.3.1 Introduction

The recruitment process begins with the ministry settlement board's work in developing a parish profile and determining the model and type of ministry that will best support the worship, life and mission of a congregation. From this point on, each milestone in the recruitment process - identifying likely applicants, short-listing, interview and call/appointment - should support the ministry direction discerned by the board in consultation with the church council. The intention of the guidelines in the Parish Handbook is to assist the ministry settlement board in maintaining consistency of discernment and direction at each point in the process.

2.3.2 Terminology

2.3.2.1 'Calling' a minister

The word 'calling a minister' is traditionally used to describe the process by which a minister is placed in a ministry. More recently, and particularly in cooperative ventures, the word 'appointment' is used to describe the same process. In the Book of Order the term 'ministry settlement' is used to describe the outcome.

The same processes, provisions and regulations apply whether the process is designated a 'call' or an 'appointment'.

A call process involves the ministry settlement board identifying the person it believes God is inviting it to approach as the person most suited to the position. In this way the Board initiates the contact.

An application process involves people sensing God may be calling them to a particular position, often as described in an advertisement, and so the applicant initiates contact with the board.

Whatever process is used, the disciplines of discernment and prayer are fundamental.

PART 2

2.3.3 Regulations

2.3.3.1 Call or appointment of Ministers of Word and Sacrament

2.3.3.1(a) National Ordained Ministers

National Ordained ministers in good standing are available to be called to Presbyterian congregations, to co-operative ventures in which the Presbyterian Church is one of the partners or to other ministry positions within the Church. Ministers and licentiates of other churches may be received onto the ministerial roll through the national process outlined in the Book of Order's supplementary provisions. The Presbyterian Church has a reciprocal arrangement with the Methodist Church of New Zealand by which ministers of each Church are available to be called or appointed to the other.

2.3.3.1(b) Local Ordained Ministers

A Local Ordained Minister in good standing is appointed to a particular position and is not normally eligible for another appointment or call to another congregation or ministry.

2.3.3.1(c) Local Ministry Teams

Local Ministry Teams are appointed to the congregations they serve. The members of the team, as a whole or as individual members, are not available for call to another congregation.

2.3.3.1(d) Appointments in Co-operative Ventures

Congregations and Presbyteries appointing a minister(s) in a co-operative venture should refer to the "Procedures for Co-operative Ventures".

2.3.3.1(e) Canvassing prohibited

Canvassing of any kind is forbidden in connection with the filling of a vacancy; and it is unlawful for a minister or licentiate, personally or through others, to use any undue methods or make any private arrangement with any member or members of a congregation to procure a call.

2.3.3.2 Checks required

2.3.3.2(a) 'In good standing'

Before making an approach to a prospective appointee, ministry settlement boards must obtain confirmation from the Assembly Office that the person is 'in good standing'. Refer to the Book of Order and other supplementary provisions, especially if a congregation is seeking to appoint a minister from another church. For reference to obtaining a *Certificate of Good Standing* see:

http://presbyterian.org.nz/sites/default/files/for_ministers/Application_for_Certificate_of_Good_Standing_New_Version.pdf

PART 2

Persons who are not able to obtain a Certificate of Good Standing are not eligible to be appointed to ministry within the PCANZ.

2.3.3.2(b) Police check

Ministry Settlement Board convenors must obtain a police check regarding a prospective appointee. This involves obtaining from the Assembly Office the prescribed forms. A prospective appointee must consent to a police check being obtained. As a guide, convictions for minor traffic offences will not usually impede the progress of a call or appointment. The ministry settlement board must consider all convictions and the prospective appointee must be given the opportunity to comment.

2.3.3.3 Appointment

2.3.3.3(a) Advising applicants

At each stage of the appointment process candidates should be advised of decisions relating to them e.g. that their application has been received, that they have not been successful, that they have been short-listed, and that they have been successful.

2.3.3.3(b) Decision not to call/appoint

It is important to keep in mind that if no strong candidate emerges or if other difficulties arise it may be better not to appoint at that stage and to re-open the discernment process to clarify the model of ministry, the criteria for selection, statement of ministry expectations, etc.

2.3.4 Implementation

2.3.4.1 Introduction

The information in the sections which follow is intended to assist ministry settlement boards in developing a process for calling the person whose skills and attributes best match the ministry needs of the congregation/ministry context at this stage of its journey.

2.3.4.2 Statement of ministry expectations

2.3.4.2(a) Purpose

The purpose of a statement of ministry expectations is to clarify the expectations congregations and ministers have of one another. As new models of ministry emerge it becomes increasingly important that these expectations are clear.

2.3.4.2(b) Preparation of statement of ministry expectations

It is recommended that ministry settlement boards develop a statement of ministry expectations for the minister/s sought prior to seeking expressions of interest. The statement articulates the specific emphases, scope and direction of the ministry of word and sacrament in the

PART 2

congregation at this stage of its journey. This statement may be amended in conversation with the minister called to the position.

2.3.4.3 Selection criteria

2.3.4.3(a) Purpose of selection criteria

The selection criteria assist a ministry settlement board and discernment process to focus on the particular skills and qualities it is seeking in ministry in this time and place.

2.3.4.3(b) Preparation of selection criteria

The statement of ministry expectations will enable the board to be clear about the particular qualities it is seeking in a prospective minister. It is helpful if these criteria are clear to everyone before making an approach or seeking expressions through advertising.

2.3.4.3(c) Prioritising selection criteria

It is useful for the ministry settlement board to have a conversation prioritising the selection criteria. That way, when the agreed order is departed from, it is clear why that has been done.

2.3.4.4 Selection process

When a ministry settlement board decides to settle a ministry position, it should be clear whether it is going to 'call' a minister or advertise for expressions of interest. People being approached and/or applicants should be told at the outset which process is being used.

2.3.4.5 Advertising

At present most positions for ministers of word and sacrament are filled with a combination of calling and seeking expressions of interest through advertising. It is worth taking time to ensure that the statement of ministry expectations and the advertisement provide a consistent picture of the context and hopes of the congregation.

2.3.4.6 Short-listing

Short-listing is the process by which a smaller group of people who could be called or people have applied is selected from a wider pool.

2.3.4.6(a) Short-listing when using a 'call' process

The selection criteria could assist a board to identify ministers who might be available for a call. 'Gut feelings' about the 'right person' can be checked against the selection criteria and an intentional decision made either to use or abandon the criteria that have been developed.

PART 2

2.3.4.6(b) Short-listing when using a process of advertising or calling for expressions of interest

The selection criteria can be used to select a smaller pool from those who apply/express interest. It can be helpful to use these criteria when reading applications or ministers' information forms. Applicants should be invited to respond in areas directly relating to the selection criteria. It is also helpful if ministry settlement boards develop an understanding of how they will know if the criteria are met.

2.3.4.7 Interview

2.3.4.7(a) Introduction

This section offers some background information on making the most of the interview process. There are two possible processes for interviewing short listed candidates – simultaneous or sequential. If the call process is used approaches are generally sequential on the basis that the board is specifically identifying the best person available to be called to the position. Applicants must be advised which process is being used.

2.3.4.7(b) Simultaneous interviewing

In many organisations a shortlist of candidates is developed and all those on the shortlist are interviewed within as short a time frame as possible. A decision is then made either to appoint or not to appoint from the field of short listed applicants.

(i) Strengths

This model is time-efficient, there is a degree of consistency in approach, comparisons can be made and the process is well-known.

(ii) Limitations

This model can make it hard to give each candidate thorough consideration; there can be pressure to appoint from within the short-listed field.

2.3.4.7(c) Sequential interviewing

The Presbyterian Church has, until fairly recently, tended to select a preferred candidate and go through the process until the candidate is either called or not. If the candidate is not called the process starts again.

(i) Strengths

This model is more like the "head-hunting" approach many organisations use and enables the board to get a good picture of one candidate; it allows time for many aspects of the call to be explored, and the approach to candidates is often more

PART 2

persuasive by communicating, with more conviction, the suitability of the prospective appointee.

(ii) Limitations

This model can be time consuming and pressure can become intense if no suitable candidate emerges after a few approaches have been made.

2.3.4.7(d) Behavioural event interviewing

The short-listing process will have given a ministry settlement board confidence that candidates, at least on paper, have the qualities that they seek in minister/s of word and sacrament in the congregation. The interview then is designed to clarify how candidates have actually demonstrated the qualities and attributes that the ministry settlement board is seeking. In order to achieve this, the interview should offer the candidate the chance to demonstrate those skills and attributes (e.g. meeting the board, church council and congregation and if felt helpful leading worship). The panel can also ask questions about situations in which the applicant has had the opportunity to demonstrate the skills that are being looked for. In these situations it works well if members of the board are looking for particular skills and attributes which they have identified, rather than assuming that everyone 'knows' what makes a 'good' minister. This technique is called behavioural interviewing.

2.3.5 Further information

The guidelines in this section refer to normal best practice. From time to time situations arise which fall outside the norm. Appointing bodies should seek advice before proceeding where they are uncertain. The Assembly Office will provide a first point of advice.

2.4 Terms of Call/Letters of Appointment

2.4.1 Introduction

The terms of call/letter of appointment state the relationship between ministers of word and sacrament and the Presbytery in which they serve. The over-riding consideration is that the minister/team and the calling body are clear about the expectations of the position. There is great flexibility in the structuring of ministry positions and models and the terms of call need to reflect both flexibility and clarity of expectations.

2.4.2 Background

2.4.2.1 Terminology

"Terms of call" is used to describe the relationship between ministers and Presbytery in a Presbyterian congregation.

"Letter of Appointment" is used to describe the relationship between ministers and Presbytery in a co-operative venture.

PART 2

2.4.2.2 Tenure of appointment

It is important that expectations about the term of an appointment and any reviews of the term are clearly laid out at the beginning of the appointment.

2.4.3 Regulations

2.4.3.1 Standard terms of call

The terms of call/letter of appointment for a stipended position whether National Ordained Minister or Local Ordained Minister must meet or exceed the standard terms of call (see section 2.6.1) In the case of a part-time position, care needs to be taken in pro-rating the various conditions. Details are provided in section 2.6. Care also needs to be taken on the establishment of a second ministry position in a congregation. The Ministry Settlement Board must ensure that what happens when one minister leaves is agreed in written form before the appointment of the second minister, particularly if one position is designated 'Senior'. Where no such distinction is established, both ministers, by default, have a collegiate relationship. It is therefore important to have an agreed procedure to handle the situation where a drop in finance requires a reduction in ministry.

2.4.3.2 National Ordained Ministers

2.4.3.2(a) National Ordained Ministers in Presbyterian congregations

The terms of call and the documents that support it state the relationship between the Presbytery and the minister.

2.4.3.2(b) National Ordained Ministers in Cooperative ventures

The "*Procedures for Cooperative Ventures*" contain terms of appointment in cooperative ventures. [Refer Uniting Congregations of Aotearoa New Zealand www.ucanz.org.nz]

2.4.3.3 Local Ordained Ministers

It is expected that the Local Ordained Ministry model will be reviewed regularly. The terms of call must be clear to congregation and minister.

2.4.3.4 Local Ministry Teams

The Local Ministry Team model and the composition of the team will be reviewed on a regular basis. Expectations of the team and congregation will need to be articulated clearly in the terms of appointment.

PART 2

2.5 Terms and Conditions

2.5.1 Introduction

These terms and conditions cover all stipended positions for ministers of word and sacrament. They do not apply to lay positions. The approval of the Presbytery is needed before a position can be established and before a call can be issued.

2.5.2 Standard terms of call or appointment

Standard terms of call or appointment are defined as follows:

- basic stipend;
- long service adjustment;
- basic expense allowance
- car allowance, by way of reimbursement, as per Assembly scale
- removal expenses
- manse with furnishing as approved by Assembly (or Housing Allowance)
- free telephone other than private tolls
- secretarial assistance as required
- four weeks annual leave, plus 11 statutory leave days
- study leave as defined by Assembly unless otherwise stated and approved by Presbytery
- for national ordained ministers, Beneficiary Fund Contributions; and for local ordained ministers, KiwiSaver contributions.

2.5.3 Hours of Work

2.5.3.1 Definition of unit basis

Hours of work in ministry can be determined using a system of units. A unit is a morning, afternoon or evening and is generally considered to be around 3½ - 4 hours. The unit system is intended to recognize the flexibility needed in ministry positions, and also to provide a sensible basis for part-time ministry positions.

A full time position is 12 units (morning, afternoon or evening) each week. This is based on five days' work plus two evening meetings. The number of units expected to be worked is pro-rated for part-time positions. For example, a minister paid a 2/3 stipend would be expected to work 8 units a week (2/3 of 12).

PART 2

2.5.4 Leave

2.5.4.1 Annual

Ministers are entitled to four (4) weeks' annual leave per year. The expectation is that a minister will work on average the equivalent of five days and two evenings per week. On this basis, 4 weeks' leave represents 20 work days. Up to a further four (4) days paid leave (i.e. to a maximum of 24 days) may be provided in circumstances where it is likely that a minister's time commitment to the parish will exceed this expectation. The amount of paid leave days will be specified in the terms of call.

In addition to annual leave, ministers are entitled to 11 public holiday leave days. The public holidays are:

- Christmas Day
- Boxing Day
- New Years' Day
- 2nd January
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Queen's Birthday observation (1st Monday in June)
- Labour Day (4th Monday in October)
- Provincial anniversary day

Whenever a minister is required to carry out the duties of office on a public holiday he/she is entitled to another day's holiday in lieu of the public holiday missed.

If a minister carries out the duties of office on a Sunday and normally observes a week day such as a Monday as his/her "day off", he/she shall be entitled to an additional or alternative paid leave day whenever a public holiday falls on that day off.

Sessions and Parish Councils are urged to encourage their ministers to have two days off per week. Ministers are permitted to take a three-day weekend off per school term, without cutting into their annual leave entitlement.

PART 2

2.5.4.2 Sick leave

2.5.4.2(a)

Sick leave is available on a basis of as and when necessary. A medical certificate will be required for absences longer than one week.

2.5.4.2(b)

The stipend must continue to be paid for the first two months of continual sick leave, and the church council is not obligated to pay the stipend for the balance of the period of sick leave.

2.5.4.2(c)

Where a minister has been continuously on sick leave for more than six months, the presbytery may take action under Book of Order 10.27 to terminate the ministry settlement position.

2.5.4.3 Bereavement /tangihanga leave

Bereavement or tangihanga leave is available as and when required on full pay, to discharge any obligations and pay respects to a deceased person with whom there was a close association. Such obligations may exist because of blood or family ties or because of a particular cultural requirement such as attendance at all or part of a tangihanga (or equivalent). Normally such leave would be three days. If paid bereavement leave is not appropriate, then annual leave or leave without pay may be granted. Evidence may be required. Special leave with pay and special leave without pay may both be considered.

2.5.4.4 Study leave

2.5.4.4(a)

As part of his or her continuing ministry formation each minister shall be entitled to study leave which shall be accumulated at the rate of one day for each month of consecutive service

2.5.4.4(b)

Study leave for congregational ministers may be taken only with the approval of the Presbytery.

2.5.4.4(c)

Usually the stimulus to take study leave will come from the minister but the Presbytery may recommend to a minister that accumulated study leave be taken.

2.5.4.4(d)

Study leave must be a planned programme that may use all or part of the study leave entitlement in ways appropriate to the effective achievement of the programme's goals.

PART 2

2.5.4.4(e)

The church council shall be consulted and express its mind on the matter. The minister shall then apply to the Presbytery giving details of the proposed programme, where it is to be taken, and details of any supervision.

2.5.4.4(f)

A written report on the study undertaken shall be submitted to the church council and the Presbytery.

2.5.4.4(g)

Study leave may accumulate to a maximum of 84 days (12 weeks) and may be used in units less than the total accrued. Further study leave can only be accumulated when the balance of leave due is less than 84 days.

2.5.4.4(h)

Study leave shall normally be taken during the tenure of a call or appointment and will not normally be taken before the expiration of two years' service in the minister's current congregation or appointment or within two years of any agreed conclusion of the minister's current term or retirement.

2.5.4.4(i)

Accumulated study leave is transferable from one congregation or appointment to another. However, when a significant period of time has elapsed between appointments the Presbytery shall decide what proportion of any previously accumulated study leave shall be transferable. Presbytery shall ensure that the amount of study leave available to a minister and carried forward from one appointment to another is made known to all parties including the ministry settlement board.

2.5.4.4(j)

Te Aka Puaho appointees shall normally accumulate study leave within each seven year period of consecutive service within Te Aka Puaho.

2.5.4.4(k)

Assembly and Presbytery ministerial appointees shall be eligible for study leave. Where appropriate the provisions relating to ministers of word and sacrament shall apply.

2.5.4.4(l)

The provisions of the above regulations may be modified only where the Presbytery accepts that special circumstances apply and gives its express approval to a specified departure.

PART 2

2.5.4.4(m)

Study leave not used by a minister may not be recovered by a financial payment in lieu thereof.

2.5.4.4(n)

The minister shall be supported during the period of approved study leave, by the congregation or other employing body at the current stipend rate together with the payment of current allowances.

2.5.4.4(o)

The Presbytery shall have oversight of the congregation during the period of study leave.

2.5.4.4(p)

The Presbytery shall keep an up to date record of study leave available to and taken by every minister within its bounds.

2.5.4.4(q)

Presbytery shall ensure that the amount of study leave available to a minister and carried from one appointment to another is made known to all parties concerned

2.5.4.5 Leave associated with parenthood

Ministers, appointed under terms of call, may apply for birth/adoption leave or support leave (as appropriate) and/or parental leave. Entitlements for Ministers for the following shall be the same as for secular employees pursuant to the Parental Leave and Employment Protection Act 1987 (as amended from time to time) (*"the Act"*):

- early birth leave
- parental leave
- paid parental leave
- primary care-leave
- partner's leave
- extended leave
- keeping-in-touch provisions

and the provisions of the Act shall apply to ministers as if they were employees, notwithstanding that ministers are not employees.

PART 2

(i) Parents' responsibilities

On application for Parental Leave the minister must:

- Give at least three months' notice to the Presbytery of his/her intention to take parental leave.
- Indicate the approximate dates when leave will begin and end.
- Give a written declaration that the minister and partner between them are taking no more than 52 weeks leave (this only applies to a minister whose partner is also in employment).

(ii) Ministerial Advisor

During the period of birth/adoption leave and parental leave the Presbytery in negotiation with the minister and the congregation will appoint a ministry advisor whose tasks will include:

- Pulpit supply;
- Pastoral care of the congregation;
- Moderate session, managers or church council; or
- Arrange for tasks (a) to (c) to be undertaken by suitable people;
- Pastoral care of the minister and family;
- Liaison between the minister, Presbytery and the congregation as requested by any of these parties.

(iii) Housing

During any period of parental leave the Minister's housing entitlements, fixed by the congregation in accordance with section 2.5.5.2 of these Conditions and specified in the Terms of Call, remain unaffected.

(iv) Early return to work

Any minister on parental leave is entitled to return to work prior to the date stated at the commencement of the leave period. However, the minister must give notice to the Presbytery and the congregation of her/his intention to return to work. The period of notice should be negotiated prior to the commencement of leave and should be not less than four weeks prior to the desired date of return to work. No minister shall be compelled by either the Presbytery or the congregation to take birth/adoption, support or parental leave.

PART 2

2.5.4.6 Leave without pay/remuneration

Leave without pay is a matter for negotiation between the minister and the church council and Presbytery. Leave without pay shall only be used when annual leave is not available, other than in exceptional circumstances.

2.5.5 Pay/Remuneration

Ministry positions are often provided with a stipend to support the minister(s). The basic stipend is the minimum requirement for a full-time stipended ministry position.

A congregation/ministry context may choose to exceed the basic stipend by up to 20% without the approval of the Presbytery. (The Presbytery, however, must be informed that this has been done). The stipend is pro-rated for part-time appointments on the basis of the units worked.

2.5.5.1 Stipend

The stipend is adjusted annually based on a formula that is connected to movements in the cost of living. For details of the current stipend contact the Financial Services team at the Assembly Office.

2.5.5.2 Housing

A ministry appointment includes provision of suitable housing for the minister/s and their families. This may be in the form of:

- Accommodation of an approved standard owned by the congregation;
- By providing an accommodation allowance;

(The allowance payable to the minister should be the market rental for a suitable property within an appropriate radius of the main worship centre or main site of the ministry.)

- By leasing a house from an independent owner;
- Leasing a house owned by the minister (The rental payable to the minister should be the market rental for a suitable property within an appropriate radius of the main worship centre or main site of the ministry. This is the least preferred option and there is a risk IRD will challenge it).

Refer to housing guidelines for further guidance, available from the Assembly Office.

2.5.5.2(a) Housing for part-time appointments

In the case of a part-time position each case should be considered on its merits.

PART 2

2.5.5.3 Allowances

2.5.5.3(a) Resources

A set allowance (non-taxable) is paid each year as part of the stipend package to cover the purchase of resources related to the work of ministry that remain the property of the appointee. In the case of a part-time appointment this allowance shall be pro-rated. In the case of a non-stipended position, a congregation may consider making some provision for such purchases.

2.5.5.3(b) Reimbursement of ministry related car travel

Car travel is reimbursed for actual kilometres travelled at Assembly rates based on an agreed distance per year, and subject to annual review. A logbook must be kept. Refer to the Treasurer's manual on the website.

2.5.5.3(c) Telephone and mobile phone

Telephone rental and work related tolls to be paid by the congregation. In the case of a part-time appointment, the rental should be pro-rated and the work related tolls paid in full.

Where congregations have an expectation the minister will use a mobile phone for ministry purposes, the cost is to be covered by the congregation or an arrangement is to be made for sharing costs.

2.5.5.3(d) Computer

Congregations should provide a computer and printer/scanner for the minister's sole use, and have in place a replacement policy, the equipment to remain the property of the congregation, but on leaving a minister may purchase the computer at market value.

Congregations pay the cost of computer consumables and internet connections for ministers, with appropriate adjustments for private use.

2.5.5.3(e) Other

Other allowances may be negotiated.

2.5.5.4 Secretarial assistance

Secretarial assistance should be provided for the minister whether the ministry position is stipended or not.

PART 2

2.5.6 Superannuation Provisions

2.5.6.1 The Beneficiary Fund

The Presbyterian Church of Aotearoa New Zealand has established for its national ordained ministers and their dependents a beneficiary fund called the Beneficiary Fund of the Presbyterian Church of Aotearoa New Zealand.

2.5.6.2 Local ordained ministers not eligible

For local ordained ministers (who are not eligible to join the Beneficiary Fund) the provisions of the KiwiSaver Act apply.

2.5.7 Continuing Ministry Formation

- (i) Continuing Ministry Formation (CMF) is the process by which ministers continue to review and develop their skills, aptitudes and potential in the varied tasks of ordained ministry as outlined in the Ministry Development Framework.
- (ii) During a Ministry Development Review, the reviewer, in consultation with the minister, may recommend a course of continuing ministry formation. Once agreement has been reached, the minister may be directed to the Knox Centre for Ministry and Leadership, to assist with finding suitable courses and or training options, or elsewhere. The church council will be consulted regarding any costs related to the recommended training.
- (iii) CMF will include, but not be restricted to, the recommendations made by a Ministry Development Review.

2.5.8 Provisions

2.5.8.1 Definition of Continuing Ministry Formation Courses

Courses contributing to continuing ministry formation under this regulation are defined as being of up to one-week (seven days) duration. They are not to be considered as study leave. As a guide, ministers should attend at least one week's training every two years.

2.5.8.2 Fees for CMF courses

Ministers attending courses contributing to ministry formation are entitled to receive reimbursement or payment of any fees associated with the course. It may be particularly important for ministers in non-stipended positions to receive such assistance.

2.5.8.3 Expenses for CMF courses

Ministers attending courses contributing to continuing ministry formation are entitled to receive, from their congregation or appointing body, payment for reasonable cost of travel and/or

PART 2

accommodation expenses. Parishes should budget for up to \$1,000 per annum (non-cumulative) for actual expenses incurred in continuing ministry formation.

2.5.8.4 Provision for absence

Church councils must recognise and make provision for their minister's absence while undertaking continuing ministry formation.

2.5.8.5 Presbytery role

A Presbytery must monitor, identify and promote CMF events within its region. The Presbytery Ministry Committee must ensure ministers are participating in Ministry Development Reviews every three years and that they regularly attend CMF events so as to complete the course of ministry formation to which they have agreed.

2.5.9 Health & Safety

2.5.9.1

Ministers must ensure that they know and comply with all their congregation's health and safety policies, rules, and procedures.

2.5.9.2

Ministers must ensure that they take all reasonable steps to ensure their own health and safety whilst engaged for the church, and take reasonable care that his or her acts or omissions do not adversely affect the health and safety of any other person or persons. In particular ministers will not be involved in *harmful digital communications or intimate visual recording*. (These behaviours are defined in the Harmful Digital Communications Act).

2.5.9.3

Ministers must exercise due diligence to ensure the church generally, and their congregation particularly, complies with their health and safety obligations. They recognise that due diligence requires them to:

- (a) to acquire, and keep up to date, knowledge of work health and safety matters; and
- (b) to gain an understanding of the nature of the operations of the church and their congregation and generally of the hazards and risks associated with those operations; and
- (c) to ensure that the church has available for use, and uses, appropriate resources and processes to eliminate or minimise risks to health and safety from work carried out as part of the conduct of the church's operations; and

PART 2

- (d) to ensure that the church has appropriate processes for receiving and considering information regarding incidents, hazards, and risks and for responding in a timely way to that information; and
- (e) to ensure that the church has, and implements, processes for complying with any duty or obligation of the Church under the Health and Safety at Work Act; and
- (f) to verify the provision and use of the resources and processes referred to in paragraphs (c) to (e).

2.5.9.4

Ministers will provide leadership and oversight to church employees and volunteers within their orbit of influence in relation to health and safety matters and will work with the congregation's church council on a "*no-surprises*" health and safety basis.

2.5.9.5

Ministers will report regularly to church councils on health and safety matters.

2.6 Leadership Development

2.6.1 Introduction and background

One of the signs of a healthy organisation is that conversations about performance are regarded as a normal part of strategic planning and leadership development.

A positive culture for talking about the performance of individual leaders, and the leadership team as a whole, can be engendered by developing:

- a strategic plan for the congregation
- hopes for the future
- expected signposts on the way
- and an agreed statement of expectations for those in leadership positions.

The aim of such conversations is to develop clear goals and expectations for all in leadership positions, and to provide appropriate support for achieving the hopes and vision set out in the strategic plan. For ordained ministers, a personal development plan as a result of regular Ministry Development Reviews will contribute to the process as may be appropriate.

Church Councils and Ministers may consult over, agree upon, and monitor regularly, an agreed statement of performance expectations for each Minister, in accordance with the congregation's strategic plan and hopes for the future.

PART 2

2.6.1.1 Supervision

Each person in a stipended ministry position with pastoral responsibilities must have regular, intentional and external supervision.

Parishes are expected to pay reasonable costs associated with supervision, including the cost of travel. Refer to the Supervision Guidelines for details.

It is the responsibility of each minister to:

- ensure he or she has a supervisor at all times; and
- ensure he or she acts in accordance with the Church's Supervision Guidelines; and
- maintain a personal record of the supervision process and follow through on any mutually agreed outcomes within any agreed timeframe.

2.6.1.2 Ministry Settlement Board role

Ministry settlement boards are to include, in their discussions with the church council, the importance of supervision for the minister they may nominate and how the congregation or appointing body will encourage a minister to use supervision effectively as a regular part of their ministry.

2.6.1.3 Presbytery role

- (i) The Presbytery Ministry Committee (PMC) or its equivalent must maintain lists of suitable supervisors and be proactive in ensuring supervisors are available in their areas.
- (ii) The PMC shall check at least annually that each minister it has oversight over is undertaking satisfactory supervision, is aware of how to access the maximum benefit from supervision, and that congregations understand the supervision requirement for their paid ministry staff and budget for it.
- (iii) Ministry Development Reviewers must ensure that ministers have been in regular and intentional supervision.
- (iv) A minister must be in regular supervision before the Certificate of Good standing can be issued.
- (v) Where several ministers work together, team supervision is necessary on a regular basis, in addition to individual supervision, and must be provided by an external supervisor.

PART 2

2.6.1.4 Evaluation

It is recommended that church councils set aside time each year to review and appraise their performance as congregational leaders, in preparation for their congregational review. Where appropriate, it may be helpful to engage an outside facilitator to assist in these conversations.

2.6.1.5 Concerns about performance

Any concerns about a minister's performance which cannot be adequately addressed through the Supervision Process or the Developmental Review process or otherwise, should be raised with the Presbytery Ministry Committee which, if necessary, will have recourse to the Presbytery Pastoral Resolutions Committee, or, if necessary, Chapter 15 provisions in the Book of Order.

2.7 Review of ministry positions

2.7.1 Introduction

There are several situations in church life that require review of the model of ministry, size of ministry position or future needs of the parish. It is important to distinguish a review of a situation from a performance review of a person in a situation.

The main situations are:

- When a congregation can no longer fund the position at the level of stipend agreed at the time of the call/appointment
- When a new initiative or approach is desired
- When a new venture is formed through the establishment of a co-operative venture or amalgamation of congregations

The principles underlying these situations are openness and clarity of process and provision of financial and other support for those affected during the transition period.

2.7.2 Termination

Please refer to Book of Order chapter 10.

2.7.2.1 From date of termination

From the date on which the ministry terminates the minister shall not perform any ministry in the position.

2.7.2.2 Date of cessation of duties

The date on which a relationship between a minister and a congregation/ministry ends is the date on which financial responsibility for the minister ends. If the minister takes leave at the end

PART 2

of their time in a ministry the date the ministry ends is the date the leave is over, not the last day the minister is active in the congregation/ministry.

2.7.2.3 Time to seek another position

Where a ministry terminates in accordance with these regulations, a congregation shall allow the minister time, as part of the minister's regular duties, in which to seek another position. This will include activities such as seeking guidance with regard to future employment opportunities, exploring other ministry options, attending interviews.

The Presbytery shall ensure that the minister and congregation come to an equitable arrangement with regard to the time allowed for this purpose.

2.7.2.4 Payment during notice period

During the period of notice, the minister shall be paid at the level of stipend that applied before notice of termination was given.

2.7.2.5 Re-location arrangements

In order to facilitate the transition, the congregation, Presbytery and minister

may come to suitable arrangements regarding re-location expenses, accommodation, and any other areas that may be appropriate in the situation.

2.7.3 Further Information

From time to time situations arise which fall outside the norm. Overseeing bodies should seek advice before proceeding if they are uncertain.

2.8 Ending a Ministry Relationship

2.8.1 Introduction

The way in which a ministry relationship ends is just as important as the way it starts. Leaders in congregations or other settlements can do much to facilitate healthy endings. The ministry relationship would normally be terminated by a minister receiving a call to another congregation, retirement, resignation, or the formation of a cooperative venture or other new entity. These events may take place at any time during the relationship. It may also be terminated through disciplinary proceedings initiated by the appointing body.

Regular conversations about performance, effective approaches to dispute resolution and clear expectations can all help to pave the way for well-prepared endings.

When it becomes clear that a relationship is not working satisfactorily, it is possible and desirable that both parties work towards a solution that as far as possible meets the needs for dignity, respect and compassion for all concerned. As a church body, in addition to

PART 2

performance conversations, regulatory and legal recourse, we have the strength of ritual and liturgy to take us through these times, which recognise that, wherever possible, the ending of a ministry is marked with a liturgical event.

2.8.2 Resignation of Local Ordained Minister

When a Local Ordained Minister resigns in good standing from a position he/she shall not normally be eligible for a call to another ministry settlement. His/her suitability for a new position will need to be discerned through the process outlined in section 2.4.

2.8.3. Resignation of member of Local Ministry Team

When a member of a Local Ministry Team resigns, the congregation may replace that member until it is time for the model of ministry to be reviewed (refer section 2.4).

2.8.4. Re-instatement after resignation

A minister who wishes to be re-instated after resigning from the Church shall apply to the Personnel Work Group through the presbytery in which they reside or work.

2.8.5. Retirement

2.8.5.1 Retirement Age

General Assembly 2006 abolished forthwith the compulsory retirement age for ministers. In the interim benefits and contributions continue to be based on the assumption of retirement taking place on the 66th birthday.

2.8.5.2 Work while retired

Ministers may work in positions other than the one from which they have just (within the last 12 months) retired.

2.8.6. Death of a minister

If a minister dies while still in office, compassionate conversations should be held concerning their family's occupation of a manse or house leased by the congregation.

2.8.7. Further information

The guidelines in this section refer to normal best practice. From time to time situations arise which fall outside the norm. Overseeing bodies should seek advice before proceeding where they are uncertain.

PART 3

3 EMPLOYEES

3.1 Introduction and definition

The term 'pastoral lay positions' is intended to describe positions and employees for whom ordination is not required but whose major emphasis is in working with people. At present such positions might be pastoral assistants, youth workers, child and family workers, lay chaplains and deacons, counsellors, mission field workers, facilitators, mediators, advocates and so on. There may be other employees such as administrators, treasurers, social workers and so on.

3.2 Background purpose

The guidelines contained in this manual provide a framework for employed positions which is within legislative requirements and which delineates more clearly the type of position covered.

This Part of the Manual, together with Part 1 of the Manual, and together with an Individual Employment Agreement [“IEA”] and all relevant legislation form the foundations for the employment relationship between the Church and its employees. The terms and conditions of the IEA are designed to support the Church act as a *good employer*, treating employees fairly and properly. For their part, employees are expected to act professionally and competently and carry out the functions of their role in accordance with the requirements of this Manual, their IEA, and their talents, skills, and qualifications. The Church and its employees recognise that the employment relationship is a relationship which depends on mutual obligations of:

- trust and confidence; and
- good faith; and
- not misleading or deceiving one another; and
- being active and constructive in maintaining a productive employment relationship in which both parties are responsive and communicative.

3.3 Establishment of positions

A congregation or Presbytery may establish an employee position where an imperative for such a position emerges through the development of the mission strategy of the Congregation/Presbytery.

Other employees may serve the church regionally or nationally and may be appointed by Assembly or the Council of Assembly.

It is preferable for the employing body to identify the difference between governance and administrative day to day supervision and oversight for employees for whom it is responsible. In a congregation for example the minister might be expected to be responsible for employees from an administrative and operational perspective, the minister being accountable to the employing body. These arrangements should be set out in the employment agreement.

PART 3

The law requires all employment relationships to be recorded in a written employment agreement before the employment commences.

3.3.1 Provisions

3.3.1.1 Appointments which serve one congregation

Where the appointment is to be within a congregation the church council must take all appropriate steps to establish the position including scoping the position, developing a budget, securing funding, and writing a position description.

3.3.1.2 Appointments which serve more than one congregation

In the case of a position that serves more than one congregation, the church councils of each congregation should approve the establishment of the position.

3.3.1.3 Appointments which serve a Presbytery

Where the appointment is intended to serve a Presbytery, the establishment of the position is to be approved by the Presbytery.

3.4 Recruitment and Selection

3.4.1 Introduction

People employed in pastoral lay positions often bring specialized training, gifts and skills to their work. In recruiting and selecting people for these positions it is important that congregations/Presbyteries are clear what they are seeking.

Each phase of the recruitment process – position description, selection criteria, advertising, short listing and interview – can support the selection of a good candidate. It is helpful if the appointing body can check at each stage that the assumptions underlying the appointment are clear.

3.4.2 Provisions

3.4.2.1 Selection, position, advertising

Normally employed positions should be advertised to ensure both transparency of process and a wide pool of applicants.

3.4.2.2 Appointment

At each stage of the appointment process candidates should be advised of decisions relating to them – that their application has been received, that they have not been successful, or that they have been short listed, or that they have been successful.

PART 3

3.4.2.3 Position description

3.4.2.3(a) Changing a position description

The position description forms part of the individual employment agreement. Any changes must take place in the context of a conversation, or a formal consultation, and any changes agreed must be recorded. The Church may change a position description after consultation with an employee if the changed/proposed duties are within the competence of the employee. If the position description changes far beyond the intent of the original position the situation may be a re-structuring and redundancy provisions apply.

3.4.3 Implementation

3.4.3.1 Introduction

The appointment process can be implemented with confidence if attention is given to the documents and processes that support it. This section provides guidelines to appointing bodies and employees.

3.4.3.2 Position description

3.4.3.2(a) Purpose of position description

The position description is where the clear expectations of the position are laid out for both the employee and the employing body.

3.4.3.2(b) Preparation of position description

The position description provides the context within which the job will be done. It includes the relationships which are expected to be developed, the tasks associated with the position and the skills and attributes that are expected of the appointee. The position description should reflect both the general nature of the position and the particular context in which the job is being done. It may include key performance indicators.

3.4.3.3 Selection Criteria

3.4.3.3(a) Purpose of selection criteria

Selection criteria are intended to assist the interview panel both in short listing applicants and in structuring the interview.

3.4.3.3(b) Preparation of selection criteria

Selection criteria draw from the position description the attributes and qualities sought by the employing body. These include qualifications necessary for the position, as well as attributes and values which are desirable in the applicant. Panels need to bear in mind that some skills in particular can be trained, whereas some foundational values and attributes are likely to be

PART 3

present or not at the time of the appointment. It is helpful if these criteria are clear to everyone before advertising the position. The relative importance of the criteria is also something that should be made clear among the group responsible for the selection of the candidate.

3.4.3.4 Advertising

3.4.3.4(a) Purpose of advertising

Advertising is intended to inform the people you want to apply for your position that the position is available. It also contributes to the transparency of the recruitment process. It is more likely to lead to the selection of the person best suited on merit for the role.

3.4.3.4(b) Preparing your advertisement

Once the position description and selection criteria have been prepared it is time to advertise. Think about the sort of person you are seeking and where they are likely to look for opportunities. Thinking outside the square can lead to a wider pool of applicants and a clearer selection process. Social media may be appropriate particularly if seeking a recent graduate or perhaps someone from outside the immediate locality.

3.4.3.5 Short-listing

Once the position description has been written and the position advertised, the shortlisting process begins. Every interaction with the candidate can be used to identify strengths and weaknesses in terms of the selection criteria. This includes telephone conversations, letters expressing interest in the position and so on. It is helpful if the selection criteria are known early in order to make the most of these opportunities, and so that the panel can share specific observations rather than relying on 'gut feel'.

If the position requires specific skills that can readily be assessed, the panel may consider designing an exercise in which candidates can demonstrate those skills. Possible examples ... how have you developed 'rules' for a youth group you were running, how did you develop a system for pastoral care in your congregation. Consider asking questions that give a situation or task, action and result answer, and be prepared to probe to obtain the information needed.

Your selection criteria, the candidate's CV and letter of interest should enable the panel to select a list of up to six candidates who may be considered for interview.

3.4.3.6 Interview

3.4.3.6(a) Choosing the interview panel

The interview panel should consist of a suitable number of people who have an interest in the position. For example, for a Presbytery youth worker, the panel might consist of a minister and an elder from the presbytery, at least one youth representative from the Presbytery and possibly

PART 3

someone from the Presbytery with some experience in recruitment and selection in the relevant area.

3.4.3.6(b) Making the most of the interview process

The short-listing process will have given the interview panel confidence that candidates, at least on paper, have the qualities that they seek. The interview then is designed to clarify how candidates have actually demonstrated the qualities and attributes that the interview panel is seeking. In order to achieve this, the interview should offer the candidate the chance to demonstrate those skills and attributes (e.g. meeting the panel, describing situations in which they have demonstrated the skills, having an opportunity to demonstrate the skills – e.g. taking part in a role play, preparing a study/activity/camp, selecting music for a particular service ... depending on the type of position.). In these situations it works well if members of the panel are looking for particular skills and attributes which they have identified, rather than assuming that everyone 'knows' what makes a 'good' youth worker, administrator, pastoral worker, worship leader or whatever. In addition, the questions asked of the candidate should offer the chance for the panel and the candidate to explore situations – open questions such as "What were you trying to achieve?", "What was the outcome?", "Who else was involved in the decision?", "What was your role in reaching the goal?". This technique is called behavioural event interviewing. Key interview questions may include:

- have you ever made a personal grievance claim?
- what employment relationship problems have you previously experienced?
- why are you leaving your current position?

3.4.3.6(c) Reference checks / vetting checks

The Church's recruitment processes require the rigour of conscientious referee/reference checking. Places of educational qualification should be checked; previous employers contacted personally. Key questions for referees will likely include:

- would you re-employ X?
- why did X leave?
- how did X relate to co-workers, others?
- was X ever the subject of disciplinary action or complaint?
- how was X rated in his/her last two or three performance appraisals?

Because many employees of the Church come into contact with vulnerable people – young, old, disabled, troubled – normal practice will require any employment recruitment process to be subject to satisfactory clearance from a Ministry of Justice/Police vetting check – either generally, or under appropriate legislation. This needs to be made clear during the recruitment process, and the IEA, if offered, needs to be subject to satisfactory vetting/reference checks.

PART 3

3.4.4 Further information

The guidelines in this section refer to normal best practice. From time to time situations arise which fall outside the norm. Employing bodies should seek advice before proceeding where they are uncertain.

Sample position descriptions are available through the website and through the Assembly Office.

3.5 Employment Agreements

3.5.1 Introduction

Employment agreements must be in writing and should include in them the basic details relating to the position – names of both parties, a brief description of the work (supported by a position description), an indication of the place of work, hours of work (including arrangements for leave), whether or not it is a fixed term arrangement or a permanent role, whether it is subject to a probationary period or a trial period, remuneration and a plain language explanation of services available to sort out any problems in the employment relationship. Employing bodies and employees may negotiate and agree any terms and conditions that are mutually acceptable provided that they meet or exceed the relevant legislative requirements. A separate schedule laying out the remuneration for the position should be included. Sample agreements in plain language relating to ongoing, fixed term and casual positions are becoming increasingly available on the website or through the Assembly Office.

3.5.2 Terminology

3.5.2.1 Ongoing employment agreements

The employment relationship for lay positions in general reflects an ongoing relationship between the employing body and the employee. If an employing body wishes the position to be for a fixed term, there are strict guidelines around this in the Employment Relations Act.

3.5.2.2 Fixed term employment agreements

Under certain circumstances it may be appropriate for the employment agreement to be based on a fixed term rather than on an on-going relationship.

3.5.2.2(a) Valid reasons for a fixed term agreement

Appointment can be made for a fixed term if there is a genuine reason for doing so, such as the seasonal nature of the work, a particular project, fixed funding, or filling in for someone who is on leave. A fixed term may be for a set period of time e.g. six months, or until a certain event occurs e.g. the person returns from leave, the project is completed, or until work is done – e.g. the manual is written, the fruit is picked etc.

PART 3

If there is a genuine reason for a fixed term agreement, this must be made aware of during the recruitment process (particularly at the time of advertising) and again at the time an employment offer is being made to the successful candidate. The **successful candidate must understand how and when the position will end. This must be included in the employment agreement.**

3.5.2.2(b) Invalid reasons for a fixed term agreement

"Trialling" either an employee or a type of role is not a valid reason for a fixed term agreement. However the Employment Relations Act provides for both probationary periods and trial periods as an optional part of an IEA. There are strict requirements for these to be effective which must be understood and complied with.

3.5.2.3 Nature of employment to be clearly understood

The employing body must be careful not to confuse the following different, types of employment relationships:

- ongoing or permanent relationships which are full-time (40 or more hours per week);
- ongoing or permanent relationships which are part-time (less than 40 hours per week);
- casual relationships.

The nature of the employment needs to be clearly understood before an agreement is reached. Casual employment relationships are those which are neither fulltime, nor part-time, nor fixed term, nor permanent. They are discrete ad hoc engagements of a specific limited time or purpose. A separate employment agreement should be negotiated for each casual engagement. Typically there are no guarantees of continuity, regularity and the casual employee has no obligation to be available to accept any casual offer of employment. Holiday pay for casual employees (at 8%) is calculated and paid separately at the same time as wages, less tax, on a PAYE as you go basis.

If in doubt as to whether you are seeking a full-time, part-time, fixed term, or casual employee advice should be taken by the employing body.

3.5.3 Implementation

3.5.3.1 Establishment of employment agreement

Every position must be covered by a written employment agreement. This should be offered to the appointee when the job is offered. An appointee should not commence work until both parties have agreed to the terms and conditions of employment and it is recorded and signed by both parties.

PART 3

3.5.3.2 Requirements of employment agreement

The terms and conditions negotiated in the employment agreement must meet or exceed the requirements of the relevant legislation.

3.5.3.3 Entitlement to advice

The employee shall be given adequate time to consider the employment agreement, and may seek appropriate advice on the agreement. Generally, five working days is considered reasonable time to seek advice.

3.5.3.4 The employment agreement

The employment agreement represents the employment relationship between employer and employee and should include the rights and responsibilities of both employer and employee. It must include references to this Manual, the Church's *Code of Ethics*, and the *Book of Order* as part of the terms and conditions of the relationship.

3.5.3.5 Supporting documents

The offer of an employment agreement should include: a letter of appointment, the employment agreement proper, a schedule outlining the disputes resolution procedure and a schedule describing the remuneration associated with the position.

3.5.4 Further information

The guidelines in this section refer to normal best practice. From time to time situations arise which fall outside the norm. Employing bodies should seek advice before proceeding where they are uncertain. Refer also to the Church Management Support guide on the Church website: www.presbyterian.org.nz

3.6 Terms and Conditions

The terms and conditions may draw on the conditions of service for ministers of word and sacrament appropriately modified where applicable, and must comply with the Employment Relations Act (2000). They provide a suggested framework for the employment relationship that recognises the nature of the work and the Church's special requirements of such positions. The PCANZ resolved (in the General Assembly 2012) that congregations which employ people should endeavour to pay the *living wage* as a minimum.

They are not mandatory and are suggestions offered to inform employing bodies and employees in negotiating an employment agreement.

3.6.1 Hours of Work / Place of work

These need to be specified in the employment agreement.

PART 3

3.6.1.1 Weekends worked

When the position involves weekend work, consideration should be given to enabling the employee to have a weekend off on a regular basis. Such arrangements should be included in the employment agreement.

3.6.2 Leave

3.6.2.1 Introduction

It is particularly important in positions involving employed pastoral relationships with people that leave be taken regularly. The employing body has a role in encouraging employees in the wise use of annual leave and in ensuring that the systems are in place that make it easy for their employees to take leave. The employer must keep a record of leave available and leave taken.

3.6.2.2 Annual leave and statutory holidays

Four weeks annual leave per year plus statutory holidays where appropriate. Leave to be taken in consultation with the employing body. The Holidays Act (2003) gives additional guidance on payment for statutory holidays and this is reflected in the Leave Guidelines available through the Assembly Office.

3.6.2.3 Sick leave

3.6.2.3(a) Sick leave as and when required

A policy of sick leave as and when required is recommended.

3.6.2.3(b) Minimum requirement

Five days paid sick leave per year is the minimum required under the Act, which may be accumulated up to a maximum of 20 days. This includes leave when the employee is sick, leave when the employee's dependant is sick, and leave taken for bereavement.

3.6.2.3(c) Bereavement/tangihanga leave

Bereavement or tangihanga leave is available as and when required on full pay, to discharge any obligations and pay respects to a deceased person with whom there was a close association. Such obligations may exist because of blood or family ties or because of a particular cultural requirement such as attendance at all or part of a tangihanga (or equivalent). Normally such leave would be three days. Paid bereavement leave may be extended either on pay or as annual leave or special leave as negotiated between the employee and employer. Evidence can be requested.

PART 3

3.6.2.4 Professional development leave

If applicable, this should be negotiated between the parties at the time an offer of employment is made. It may depend on the nature of the employment (e.g. fixed term). See the study leave clauses under 2.6.4.4 for guidance. Also refer to clauses 2.6.7, 2.6.8 and 3.6.5 for additional information on training and development

3.6.2.5 Special leave

There is no minimum requirement for special leave in law. However, consideration may be given to extending leave where circumstances permit.

3.6.2.6 Parental leave

The provisions and entitlements of the Parental Leave and Employment Protection Act shall apply to employees.

3.6.2.7 Leave without pay

Leave without pay is entirely a matter of discretion for the employer and is a matter for negotiation between the employing body and the employee. In general leave without pay will only be granted if annual leave entitlement has all been used.

3.6.3 Pay/remuneration

3.6.3.1 Introduction

It is important that both parties are clear about the structure of the remuneration package (what allowances are included etc) and that the package is reviewed regularly. It is also important that regular conversations are held about the wider issues connected with work. Remuneration must be equitable and fair and no less than the minimum wage payable by law. The 2012 General Assembly resolved that congregations be encouraged to pay a minimum of *the living wage*.

3.6.3.2 Setting pay/remuneration

Remuneration is to be as agreed between the employer and employee according to the usual criteria – scope and size of the position, comparison with other similar positions such as the stipend of ministers of word and sacrament, and the employer's ability to pay.

3.6.3.3 Payment of remuneration

Salary to be paid weekly or / fortnightly or/ monthly in a manner to be agreed between the employee and the employing body.

PART 3

3.6.3.4 Calculating pay/remuneration for part-time positions

Remuneration for part time positions shall be pro-rated. If the position is based on units the remuneration should be pro-rated on the basis of units. If the position is based on hours then it should be pro-rated on hours.

3.6.3.5 Adjustment of pay/remuneration

3.6.3.5(a) Pay/remuneration based on stipend

If the position is based on the minister's stipend, remuneration may follow the same adjustments as the stipend.

3.6.3.5(b) Pay/remuneration based on other scales

Remuneration should be reviewed annually. This does not mean necessarily that remuneration will be increased, but it should be reviewed.

3.6.3.6 Other allowances (where appropriate) – not all employees will have all, or any, allowances

3.6.3.6(a) Travel

Work related travel undertaken in an employee's private vehicle should be paid or reimbursed at IRD rate based on an agreed distance per year, and subject to annual review. A vehicle log should be kept in which all travel claimed is recorded.

3.6.3.6(b) Telephone rental

Telephone rental and work related tolls may be paid by the appointing body by agreement.

3.6.3.6(c) Book and resource allowance

A set allowance per year may be paid for resources to remain the property of the appointee. This allowance shall be pro-rated for part-time positions.

3.6.4 Superannuation provisions

The provision of superannuation or KiwiSaver needs to be taken into account when developing a remuneration package.

3.6.4.1 Alternative superannuation provisions

Employees should be offered the option of joining KiwiSaver or a superannuation scheme of their choice and having the employer pay their contributions to such a scheme. If the employee does not choose this option some compensation for this should be included in the remuneration package.

PART 3

3.6.5 Training and Professional Development

3.6.5.1 Training provision

Professional development is encouraged, for both the benefit of the employee and the employer. Suitable training and professional development opportunities should be discussed and agreed upon by both parties before employment relationship arrangements are entered into. Professional development should be relevant to the work of the position.

3.6.5.2 Keeping records of training

Employees and the employing body should keep a record of training events attended.

3.6.5.3 Financial support for training

Course fees, and travel costs where appropriate, may be met by the employing body.

3.6.5.4 Approval to undertake training

Prior approval to attend events exceeding a day's duration should be sought from the employing body.

3.7 Performance Management

3.7.1 Introduction

One of the signs of a healthy organization is that conversations about performance are a normal rather than a threatening part of the relationships. The aim of these conversations is to maintain clear expectations from both the employee and the employing body, and to provide the support for achieving the hopes and vision of both parties.

3.7.2 Implementation

3.7.2.1 Supervision

It is highly recommended that each employed person in a position with pastoral responsibility have a supervisor.

3.7.2.1(a) Role of the employing body

Selection panels are to include in their discussion, the importance of supervision for the employee they may appoint.

The employing body should encourage employees to seek supervision by maintaining lists of suitable supervisors and organising training courses for supervisors.

PART 3

Supervision for employees is to be one of the topics included in the discussion during the course of performance conversations and during the Presbytery/Joint Regional Committee (JRCs) visitation to a congregation.

The employer should pay reasonable costs associated with supervision including the cost of travel.

3.7.2.1(b) Role of employees

It is the responsibility of employees to arrange for their own supervision to occur and to use supervision effectively as a regular part of their employment and ministry.

3.7.3 Performance Conversations

3.7.3.1 Mutual rights and responsibilities

In order to establish a positive culture around performance conversations a sense of mutual accountability of employer and employee is to be developed.

3.7.3.2 Review of performance

Informal conversations about how things are going should be a routine part of the employment relationship. A more formal review should be held at least annually. Records of performance reviews should be retained. Honesty on both sides contributes to a better employment relationship.

3.7.3.3 Supporting documents

The following documents can all support a positive culture for talking about performance.

- A strategic plan for the congregation(s)/Presbytery; a position description for the employee; and
- An agreement setting out specific goals for the future, signposts on the way and a personal development plan for the journey.

3.7.3.4 Changes in position description

Neither employer nor employee may unilaterally change a position description while the employee is in the position. If either the employing body or the employee feels that the requirements of the position have changed significantly, at any stage of the employment relationship, consequent changes to the position description should be discussed and agreed. This revision of the position description can take part in the context of a performance conversation. Notwithstanding the foregoing, if the IEA provides for it, the employing body may make changes to the position description provided:

- (a) it has first consulted with the employee and considered any feedback received; and

PART 3

(b) the changes are within the capabilities of the employee.

If the position description changes far beyond the intent of the original position the situation may involve a re-structuring and redundancy provisions may apply.

3.7.3.5 Performance and position

It is important that the need for a position is not confused with the person's performance in the position. In other words, re-structuring should not be used as a tool to manage poor performance of an employee. Neither should a role be changed because the incumbent has greater skills than is required for the role to be undertaken. At all times focus should be on what is required for the position to be undertaken effectively – the work that is needed to be done. Role clarity is important.

3.7.3.6 Concerns about performance

Any concerns about an employee's performance should be raised constructively and proactively and early during routine conversations. When concerns reach a point where disciplinary action is being considered the employee needs to be notified in writing.

3.7.3.7 Support for employees

In any conversation or negotiation between employer and employee, the employee should be given the opportunity to have a support person or adviser present. This is particularly important when performance concerns or other behavioural or disciplinary matters are to be discussed.

3.7.4 Dispute resolution

Current employment law encourages the resolution of employment relationship problems, grievances, and disputes in a straightforward way. Issues surrounding performance and/or conduct should be raised as early as possible. Written records of all conversations relating to a dispute should be kept and, if possible, agreed between both parties. Both parties to the employment relationship have mutual obligations of good faith to be communicative with the other to address issues before they become problems, grievances or disputes.

A copy of the disputes resolution procedures from the Employment Relations Act should be included with the employment agreement. Employers and employees should be familiar with these procedures.

3.8 Restructuring and redundancy

3.8.1 Introduction

A congregation/Presbytery that finds that resources, strategy and mission require a change in the way work is done is re-structuring. This means that employees within the current structure need to be consulted, informed and cared for during the restructuring process. This care should include opportunities to participate in the new structure, if appropriate, financial protection on

PART 3

termination if appropriate (refer to the employment agreement) and support in finding a new position.

3.8.2 Implementation

3.8.2.1 Consultation

Employment legislation requires appropriate consultation between employers and employees when a re-structuring is proposed. It is also a good idea, as employees are often in a good position to provide relevant feedback on their roles and the organisation. Consultation requires the provision of relevant information about the proposal in a timely manner so that feedback can be considered.

3.8.2.2 Redundancy clause

Each employment agreement shall include a description of the redundancy provisions. This does not necessarily include financial provisions such as redundancy compensation.

3.9 Termination

3.9.1 Introduction

The end of an employment relationship is just as important as the beginning for the ongoing health of the organization and its employees. Regular conversations about performance, effective approaches to dispute resolution and, clear expectations can all help to pave the way for well-prepared and seamless unproblematic endings.

3.9.2 Implementation

3.9.2.1 Abandonment of employment

If an employee simply does not turn up at work for a certain period (i.e. without notifying the employing body) they will be deemed to have left the job. The length of this period is a matter for negotiation in the employment agreement. It is usually no less than three consecutive working days. An effort shall be made by the employer to contact the employee before terminating the employment arrangement.

3.9.2.2 Resignation

When an employee wishes to resign from their position, a written letter of resignation should be sent to the employer, giving an appropriate period of notice. The period of notice would normally be at least one pay period. The notice period should be negotiated as part of the employment agreement and must be specified in the IEA.

PART 3

3.9.2.3 Ending by mutual agreement

When it becomes clear that a relationship is not working satisfactorily, it is possible and desirable that both parties work towards a solution that as far as possible meets the needs for dignity, respect and compassion for all concerned. Refer to the section on dispute resolution 3.7.4.

3.9.2.4 Constructive dismissal

When pressure (direct or indirect) has been put on an employee to resign this is called constructive dismissal. This can occur by making it untenable to continue working, or posing a choice between resignation and dismissal. Constructive dismissal may lead to an employee taking a personal grievance against the employer. The situation can be avoided through early raising of issues, clear expectations and a willingness to work issues through. Refer to the section on dispute resolution 3.7.4.

3.9.2.5 Retirement

Current Human Rights Law does not specify any particular age at which an employee must retire. An employee may not be asked to resign or be dismissed because of their age.

3.9.2.6 Dismissal

There must be a good reason for a dismissal. The dismissal must be carried out fairly. If an employee is unhappy with the process or the fact of their dismissal they may take out a personal grievance. The (objective) test against which a dismissal will be measured is this:

"were the employer's actions, and how the employer acted, what a fair and reasonable employer could have done in all the circumstances at the time the dismissal occurred?"

3.9.2.6(a) A fair dismissal

The provisions contained in the employment agreement must be followed.

If an employment agreement does not give a notice period, reasonable notice must be given. What is reasonable depends on the circumstances.

Employees must be told what the problem is, and that dismissal or other disciplinary action is a possibility. Employees must be given a genuine opportunity to tell their side of the story before the employing body decides what to do.

The employing body should investigate any allegations of misconduct thoroughly and without prejudice.

Unless there has been misconduct so serious that it warrants instant dismissal, the employee should be given clear standards to aim for and a genuine opportunity to improve. The sort of conduct that warrants instant dismissal may be set out in the employment agreement.

PART 3

The employer should treat all employees in the same circumstances in the same way, or be prepared to justify the difference.

3.9.2.6(b) Explanation of dismissal

If an employee is dismissed, he or she has the right under the Employment Relations Act to ask the employer for a written statement for the reasons for dismissal. This request can be made up to 60 days after the dismissal, or 60 days after they find out about the dismissal if that is later.

The employer must provide the written statement within 14 days after such a request. If the employing body fails to provide this written statement, the employee may as a consequence be able to raise a grievance long after the required 90-day limitation period.

3.9.2.6(c) Summary dismissal

An employee may be dismissed summarily if it is found that his/her behaviour constitutes serious misconduct. What constitutes serious misconduct should be a matter for conversation in the negotiation of an employment agreement. Summary dismissal does not require notice. A written record of the circumstances leading to the dismissal should be prepared and agreed to. Always seek advice before summarily dismissing an employee.

3.9.2.7 Exit interviews

An exit interview can be helpful both to the employee and the employing body.

3.9.3 Further information

The guidelines in this section refer to normal best practice. From time to time situations arise which fall outside the norm. Employing bodies should seek advice before proceeding where they are uncertain. Refer also to the Church Management Support guide on the Church website.

3.10 Health and Safety whilst at work

3.10.1 All employees must -

- (a) take reasonable care for his or her own health and safety; and
- (b) take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons; and
- (c) comply with any reasonable instructions given by the Church or on behalf of the Church in relation to health and safety matters; and
- (d) co-operate and comply with Church health and safety policies and procedures; and

PART 3

- (e) report any accidents, incidents, and any other notifiable events such as workplace injury, death, or illness.

3.10.2 All employees who are -

"Officers" in terms of health and safety matters – that is to say who occupy a position in the church or in a congregation that allows that employee to exercise significant influence over the management of the particular operations of the church or that part of the church must be aware of and carry out the appropriate *due diligence* health and safety obligations. These include:

- (a) being proactive in identifying risks and hazards in the church's workplaces; and
- (b) constructively and actively eliminating or minimising those risks and hazards; and
- (c) providing leadership and oversight to church employees and volunteers and contractors in relation to health and safety at work matters; and
- (d) working with the employing body on a "no surprises" health and safety basis.

"Due Diligence" obligations include:

- (a) to acquire, and keep up to date, knowledge of work health and safety matters; and
- (b) to gain an understanding of the nature of the operations of the church and generally of the hazards and risks associated with those operations; and
- (c) to ensure that the church has available for use, and uses, appropriate resources and processes to eliminate or minimise risks to health and safety from work carried out as part of the conduct of the church's operations; and
- (d) to ensure that the church has appropriate processes for receiving and considering information regarding incidents, hazards, and risks and for responding in a timely way to that information; and
- (e) to ensure that the church has, and implements, processes for complying with any duty or obligation of the church under the Health and Safety at Work Act; and
- (f) to verify the provision and use of the resources and processes referred to in paragraphs (c) and (e).

3.11 Assembly Appointments

3.11.1 Introduction

Some appointments within the Presbyterian Church are made by the Assembly, or its delegated authority (Council of Assembly or the Assembly Executive Secretary or a Service Team Leader).

PART 3

3.11.2 Assembly appointments establishment

Within the framework outlined below, the Council, Assembly Executive Secretary or Service Team Leader will establish and disestablish such positions as enable them to implement the policies of the General Assembly and Council of Assembly.

3.11.3 Appointments made by Council

Certain appointments will be made by the Council acting on behalf of the General Assembly according to the appointment process set out below. These are:

- Principal and Teachers at the Knox Centre for Ministry and Leadership
- Global Mission Co-ordinator
- Communications Manager

3.11.4 Appointments made through Assembly Executive Secretary

Other positions will be identified and established by the Assembly Executive Secretary or Service Team Leaders with advice from the Council of Assembly or relevant sub-committee. Appointments to these positions shall be made by the Assembly Executive Secretary or by such persons as the AES designates in consultation as appropriate with the Council of Assembly or relevant sub-committee according to the appointment process set out below.

3.11.5 Joint appointments with other churches

Joint appointments with other churches are made as agreed on each occasion between the Council of Assembly and the partner church, applying as far as possible, the principles and processes set out in these regulations.

3.11.6 Position review

The Council of Assembly or Assembly Executive Secretary shall regularly review the need for and shape of positions as appropriate to enable the Council to implement the policies of the General Assembly. Positions may be disestablished as a result of such reviews, any terms of redundancy being stipulated in the employment agreement for the position.

A position review needs to be kept clearly separate from any conversation about the performance of the person in the position.

3.11.7 Recruitment and Selection

Appointments made by the Assembly and Council of Assembly require a consultation process both during the establishment and appointment phases.

PART 3

3.11.8 Short-term (fixed term) appointments

To meet an immediate short-term employment need the above process may be shortened or varied or fixed with the agreement of the Council of Assembly.

3.11.9 Appointment process

A timetable and process for making an appointment will specify among other things, which body or person (Council of Assembly, Service Team Leader, or Assembly Executive Secretary) is making the appointment and who will comprise the selection panel. The Council will approve the timetable and process for those to be appointed by the Council and Assembly Executive Secretary, and the Assembly Executive Secretary will approve these for other employees.

3.11.10 Position description

Every position shall be described specifying among other things the duties and responsibilities, results to be achieved and the competencies needed to achieve the results.

3.11.11 Interview panel

For service team appointments a selection panel should be appointed of people able to assess applications in relation to the skills, attributes, and competencies set out in the position description. In respect of appointments by the Council of Assembly, the panel shall include a convener and/or member of any relevant sub-committee.

3.11.12 Appointment

At each stage of the appointment process candidates should be advised of decisions relating to them – that their application has been received, that they have not been successful, that they have been short listed, that they have been successful. Panels, or the panel convener, should be prepared to provide honest and constructive feedback to unsuccessful candidates, if so requested.

3.11.13 Employment agreements

3.11.13.1 Employment agreement required

Each employee must be party to a written Individual Employment Agreement. This Individual Employment Agreement (IEA) needs to be given to the appointee so that they can consult with an advisor about it before signing.

3.11.13.2 Nature of the Individual Employment Agreement

The employment relationship for assembly appointments in general reflects an ongoing relationship between the employing body and the employee. If an employing body wishes the position to be for a fixed term, there are strict guidelines around this in the Employment Relations Act.

PART 3

3.11.13.3 Approval of Individual Employment Agreements

The employment agreement shall be approved:

- In relation to the Assembly Executive Secretary and those to be appointed by the Council of Assembly, by the Council of Assembly; and
- In relation to other employees within the policy set by the Council of Assembly, by the Assembly Executive Secretary.

3.11.13.4 Terms and conditions

The terms and conditions of service team appointments depend on the person appointed and the position to be filled.

3.11.13.5 Performance review

There shall be an annual formal conversation about performance between the employee and employer. See sections 2.7 and 3.7 for more guidance in this area.

3.11.13.6 Resignations

Resignations will be submitted to the person to whom the employee reports who may accept on behalf of the General Assembly.

3.11.13.7 Redundancy and restructuring

Refer to the regulations and implementation guidelines in sections 2.8 and 3.8 for guidance in this area.

3.11.13.8 Termination

Refer to the regulations and implementation guidelines in sections 2.8.2 and 3.9 for guidance in this area.

3.12 Administrative Positions

These are employed positions such as Church secretaries and administrators that have as their primary focus the performance of administrative tasks. Advice regarding relevant provisions and processes is available on the website at www.presbyterian.org.nz. The information contained here is not mandatory and is provided help guide employers.

PART 4

4 VOLUNTEERS

- 4.1 People are called and/or serve in unremunerated roles in the Presbyterian Church. In law these people are regarded as 'volunteers'. In some cases, these roles and responsibilities are described in the Book of Order. For examples see:
- (a) Chapter 6 : Elders.
 - (b) Chapter 7 : Church councillors such as managers, deacons, members of session, other office bearers.
 - (c) Chapter 15 : Assessors, members of Disciplinary Commissions, members of Assembly Judicial Commissions, contact/Support Persons, Complaints Officer.
 - (d) Chapter 8 : Pastoral Resolution Committee Members.
 - (e) Chapter 14 : Officers of Assembly, Council of Assembly Members.
 - (f) Supplementary Provisions : Pastoral Resolution Committee Members, National Assessment Workgroup Members.
- 4.2 Even though volunteers do not expect to be paid for what they do, and are not employees, nevertheless it is in the interests of the Church and its volunteers that there is clarity of expectation shared by both parties. As examples, it will be useful to be clear about:
- exactly what is expected to be done;
 - who directs the volunteer and to whom the volunteer is accountable;
 - whether the voluntary work is expected to be on-going or for a fixed term, or fixed project (in other words, start/finish dates);
 - when and where and how the voluntary work will be performed;
 - whether or not any expenses will be reimbursed, and if so, the parameters and procedures surrounding incurring such expenses, and the reimbursement of them;
 - expectations concerning confidentiality and privacy;
 - use of any Church property, or access to any Church property, and its care;
 - conflicts of interest;
 - compliance with Church protocols, policies; and procedures;
 - whether or not any reference checking and/or vetting procedures are required as a condition of undertaking the voluntary work.

PART 4

- 4.3 Both Church and volunteer have health and safety obligations to each other which must be understood and acknowledged.
- 4.3.1 Volunteers must:
- (a) take reasonable care for his or her own health and safety; and
 - (b) take reasonable care that his or her acts or omissions do not adversely affect the health and safety of any other persons; and
 - (c) comply with any reasonable direction given on behalf of the Church in relation to health and safety; and
 - (d) comply with any church or congregation health and safety policies, rules and procedures; and
 - (e) as soon as possible notify an appropriate person in the Church or congregation of any accidents, injuries, death, incidents, or near misses concerning health and safety.
- 4.3.2 The Church or congregation must ensure, as far as is reasonably practicable, the health and safety of its volunteers whilst they work for it, wherever the workplace is. In addition the Church or congregation must ensure, so far as is reasonably practicable, that the health and safety of other persons is not put at risk from work carried out as part of its mission, by volunteers.
- 4.3.3 Without limiting paragraph 4.3.2, the Church or congregation must ensure, so far as is reasonably practicable:
- (a) the provision and maintenance of a work environment that is without risks to health and safety; and
 - (b) the provision and maintenance of safe plant and structures; and
 - (c) the provision and maintenance of safe systems of work; and
 - (d) the safe use, handling, and storage of plant, substances, and structures; and
 - (e) the provision of adequate facilities for the welfare at work of volunteers in carrying out work for the Church or congregation, including ensuring access to those facilities; and
 - (f) the provision of any information, training, instruction, or supervision that is necessary to protect all persons, including volunteers, from risks to their health and safety arising from work carried out on a voluntary basis; and

PART 4

- (g) that the health of volunteers and the conditions at the workplace are monitored for the purpose of preventing injury or illness of volunteers arising from the conduct of the Church or congregation; and
- (h) the means of entering and exiting the workplace, and anything arising from the workplace are without risks to the health and safety of any person.

4.4 It is preferable to record the agreed arrangements between the Church or congregation and the volunteer in a written memorandum of understanding.

PART 5

5 CONTRACTORS

5.1 Whenever the Church or a congregation engages a contractor to provide services it is important to ensure that the arrangements with the contractor include clear expectations about:

- (a) confidentiality and privacy; and
- (b) adherence, whenever appropriate, to the Church's Code of Ethics.

Usually these considerations will be discussed beforehand and incorporated as terms and conditions of the contract. In particular the Church or congregation may need to view and consider whether the health and safety policy or policies of the contractor are sufficient or need modification to suit the church or congregation.

5.2 Both parties have a duty to consult and co-operate with and co-ordinate health and safety obligations with each other.