

## To: Church Treasurers and Church Secretaries

This message is intended for churches with paid employees (e.g. office secretary or caretaker).

We know that things are very uncertain at the moment and the landscape is changing daily if not hourly.

The government has responded to the COVID-19 situation by announcing, amongst other things, support for 'UK Businesses' (which includes charities) regarding wages. A local church is a charity in law even if it is not registered with the charities commission. It is what is known as an excepted charity.

The government guidance to the various measures that have been put in place can be found here: <https://www.gov.uk/government/publications/guidance-to-employers-and-businesses-about-covid-19/covid-19-support-for-businesses>

If you do have paid employees, we suggest you read this information, particularly the area regarding the 'Job Retention Scheme'.

If you wish to make a claim, you as an employer will need to identify employees who are unable to work due to the current situation and designate them as 'furloughed workers'. Note that furlough status will only apply to people not doing any work because of the lockdown. It is recommended that you put in place an 'Agreement for Furlough Leave' (see example below) with the affected employee. The government will then cover 80% of their wages up to a maximum of £2,500 per person for 3 months.

Sherrards Employment Law Solicitors have issued some guidance about furlough workers and this can be found here: <https://urc.org.uk/finance-information.html>

This guidance talks about only having to pay the employee 80% of their regular salary/wage, but you as a church may choose, if you are financially able, to pay the full salary/wage and carry the cost of the 20% that will not be reimbursed by the government.

The government's guidance will be updated as they work on getting their procedures and plans in place, so keep checking the link for further information.

We hope that this measure from the government will go some way to easing concerns around local church finances, and also the concerns of those employed by them.

Yours in Christ,

**Ian Hardie**  
Treasurer

**John Piper**  
Deputy Treasurer

**John Samson**  
Chief Finance Officer

## EXAMPLE AGREEMENT FOR FURLOUGH LEAVE

**EMPLOYER NAME**

### AGREEMENT FOR FURLOUGH LEAVE

Employee Name: XXXX

This is a variation to your contract of employment, designed to implement and take advantage of the Government's Coronavirus Job Retention Scheme.

1. We agree that from [DATE] you shall be on Furlough Leave. This means your contract of employment continues, but you shall not be required to come into work. We will pay you [80%] / [100%] of your salary during that time.
2. Your Furlough Leave shall end on the earliest of the following events:-
  - (a) the Government's Coronavirus Job Retention Scheme ending (At present Furlough Leave is intended to last for March, April and May 2020 but you acknowledge and agree that if extended by the Government this arrangement may also be extended by us accordingly.)
  - (b) either you or us ceasing to be eligible for funding under that scheme; or,
  - (c) us deciding to cancel Furlough Leave and bring you back to work.
3. During your Furlough Leave, you may not work for any other organisation, or on your own account. If you do, you must tell us, and you may be liable to repay any sums we have paid you under this scheme if we become liable to repay it to the Government.
4. When your Furlough Leave ends, while we will always endeavour to provide you with work, in the event of insufficient work being available you agree we are entitled to place you on short time or lay you off without any pay except for statutory guarantee payments. \*

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
(Employer)

Signed: \_\_\_\_\_ Date \_\_\_\_\_  
(Employee)

*\*This clause applies only to employers with a lay off clause in contracts of employment. Otherwise omit clause 4.*