

## CE-YOUTH WORKER-CB

### **Preliminary Notes**

1. This style is for congregations constituted in terms of the Model Constitution. If you are operating under a different form of constitution, i.e. with a Unitary or *Quoad Omnia* Constitution or with a Deacons' Court or a Board of Management you should use the Kirk Session style.
2. It is important that the endnotes and the references contained within the style contract are **removed** prior to the issue of the contract to the employee either in draft or final form.
3. This post is one where the nature of the duties constitutes “regulated work” with children and/or protected adults (see the job description attached). The post holder, therefore, requires to be checked via the Church’s Safeguarding Service and to become a Scheme member in terms of the Protection of Vulnerable Groups (Scotland) Act 2007 (“PVG”). It remains important, however, that a proper recruitment process (including the obtaining of satisfactory references) is carried out. If you are in any doubt as to whether the duties of the post will in fact constitute regulated work within the meaning of the PVG Act, please contact the Safeguarding Service at telephone number 0131 240 2256. Email: [safeguarding@churchofscotland.org.uk](mailto:safeguarding@churchofscotland.org.uk). Please also read Clause 16 of the following contract.
4. NOTE that Section 16 of General Assembly Act VII 2003 (Act anent Appraisal and Adjustment) requires all youth worker appointments to be under the terms of a Presbytery Plan agreed in terms of the Act or to have the prior approval of Presbytery
5. For general advice, see our employment law circulars at: [Law Department circulars | The Church of Scotland](#)

## CONTRACT OF EMPLOYMENT

of

THE YOUTH WORKER of

.....<sup>1</sup>

CHURCH OF SCOTLAND CONGREGATION

1. Employer

The Employer is the Congregational Board of <sup>2</sup> Church of Scotland Congregation, Scottish Charity Number SC0[ to be completed] per the Clerk to the Board.

2. Employee

The Employee is <sup>3</sup>

3. Commencement

The Employment commences on <sup>4</sup> which is the date of commencement of continuous employment.

4. Duties etc.<sup>5</sup>

The Employee will carry out diligently the whole duties pertaining to the post of Youth Worker as detailed in the annexed Job Description set out in Schedule 1 to this contract, as such duties may be adjusted from time to time by the Employer.

5. Place(s) of Employment<sup>6</sup>

The Employee's place(s) of work is/are

6. Salary

Salary will be payable at the rate of £ <sup>7</sup> per annum, payable in arrears per calendar month. The salary will normally be reviewed annually by the Employer.

7. Hours of Work etc

The Employee's normal hours of work will amount to <sup>8</sup> hours per week but the Employee will work sufficient hours properly to complete the duties incumbent upon them.

8. Training<sup>9</sup>

The Employee will be required to take part in training courses provided by or on behalf of the Employer, from time to time. The Employee's training entitlement is [4 hours] per calendar year; of which [4 hours] is the mandatory minimum that is to be taken. This will be reduced in proportion to any part calendar years worked, rounded up to the nearest hour. Mandatory training will count towards the Employee's working hours and any training costs will be met by the Employer. The cost of any non-

mandatory training will not normally be paid for but may count towards the Employee's working hours, both at the Employer's discretion.

**9. Holidays**

The holiday year is from 1st January to 31st December. Holiday entitlement is <sup>10</sup> weeks *per annum*, the period during which holidays may be taken being at the discretion of the Employer.

If, on termination of the employment, holidays already taken exceed entitlement, the Employer reserves the right to deduct the equivalent sum from any monies owing to the Employee at the time.

**10. Sickness Pay and Benefit**

In any period of twelve consecutive months:

- (a) The Employee will be granted full salary during the first [four weeks]<sup>11</sup> of sick leave and half salary for the next [nine weeks]. At the discretion of the Employer, the period of full pay and/or half pay may be extended.
- (b) For absences through illness of up to seven days the Employee shall self-certify, in writing to the Clerk to the Board, the reason for their absence. In all other cases of absence through illness, medical certificates must be presented to the Clerk to the Board and any National Insurance Benefits receivable will be deducted from the gross salary payable.
- (c) Such period or periods of full pay and/or half pay shall not exceed in total [13 weeks] in any consecutive 12-month period.<sup>12</sup>

**11. Pensions<sup>13</sup>**

If eligible the Employee will be enrolled into the Employer's workplace pension scheme, further information about which the Employee may obtain by contacting the Clerk to the Board. The Employer does not operate a pension scheme in which a pensions Contracting-out Certificate is in force.

**12. Notice of Termination of Employment<sup>14</sup>**

The Employer will give the following notice of termination of employment except in cases of misconduct of a serious nature when the Employee may be suspended or dismissed:

Period of Continuous Employment	Period of Notice
Less than one month	None
From one month to less than two years	One week
From two years to less than three years	Two weeks
Thereafter continuing to increase by one week for every year of continuous employment up to a maximum of	12 weeks

The Employee will give a minimum of [two months] notice of intention to resign.

It is understood that the Kirk Session of the Congregation has power, after consultation with the Employer, to direct the Employer to suspend or terminate the appointment of the Employee all in accordance with the terms of this Contract.

**13. Disciplinary Matters<sup>15</sup>**

The matters which can lead to disciplinary action or dismissal by the Employer include the following: -

- i. Irregular attendance at work.
- ii. Persistent lateness in attending to duties.
- iii. Unsatisfactory work performance over a reasonable period of time.
- iv. An unwillingness to accept authority or failure to carry out any reasonable instruction given in the course of duty.
- v. Disclosure of information acquired in the course of duty or any wilful act or default which prejudices the interests of the Congregation.
- vi. Action or behaviour likely to reflect adversely on the Church of Scotland or bring its name into disrepute.
- vii. Failure to notify the Clerk to the Board of non-attendance at work.
- viii. Failure to produce medical evidence of illness lasting more than seven days.

The disciplinary procedure set out in Schedule 2 annexed shall apply to the Employment.

**14. Redress of Grievances<sup>16</sup>**

The grievance procedure set out in Schedule 3 annexed shall apply to the Employment.

**15. Direction of the Minister<sup>17</sup>**

As regards the execution of their duties, the Employee will be subject to the direction of the Minister of the congregation.

**16. Dress<sup>18</sup>**

At all diets of worship on Sundays or otherwise, the Employee shall be suitably and appropriately dressed.

**17. Protection of Children and Young People/Protected Adults<sup>19</sup>**

The Employee acknowledges that they have received, read and understood the Church of Scotland's Code of Good Safeguarding Practice. The Employee undertakes to comply with the Code and relative Church of Scotland Safeguarding guidelines in so far as relating to the employment. The Employee understands that it is their duty to protect any children and young people/protected adults with whom they come into contact. The Employee is aware of what action to take if abuse is discovered or disclosed. They certify that they have never been convicted of a criminal offence of any sort, and undertakes to advise the Employer should the Employee become the subject of any criminal charges.

As the Employment involves regulated work with children/protected adults, the Employee acknowledges that they will require to become a scheme member in terms

of the Protection of Vulnerable Groups (Scotland) Act 2007 in advance of commencing any Employment.

**18. Employment Rights Act 1996**

In these terms and conditions no particulars are entered in respect of the matters covered by paragraphs (g), (j) and (k) of Section 1 (4) of the Employment Rights Act 1996.<sup>20</sup>

IN WITNESS WHEREOF this and the preceding [three] pages and the three Schedules annexed are signed by the parties as follows: -

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**Employee**

.....

**Clerk to the Board for and on behalf of the Employer**

.....

Date

.....

Date

.....

**Witness (signature)**

.....

**Witness (signature)**

.....

Witness full name

.....

Witness full name

.....

Witness address

.....

Witness address

**Schedule 1**<sup>21</sup>  
referred to in the foregoing Contract

The Employee will carry out the whole duties pertaining to the post of Youth Worker which shall include: -

1. Taking an active role in assisting in the development of the children and youth ministry within the congregation.
2. Assisting with taking school assemblies where required, under guidance from the Minister.
3. Adhering to all relevant health and safety requirements and ensuring that a risk assessment is carried out for all activities undertaken.
4. Attending relevant training as required for legislative or developmental purposes in order to ensure that good working practices and knowledge are maintained.
5. Attending Sunday worship and participating in services as directed by the Minister.
6. Providing input and offering guidance to the Kirk Session on issues regarding the integration of youth work in the wider congregation and presenting progress reports when requested to do so by the Kirk Session.
7. Meeting monthly with the Minister and submitting quarterly reports to him/her.
8. Completing a weekly time sheet and submitting a work schedule for the carrying out of proposed activities.
9. Such additional or other duties as may be reasonably requested by the Employer from time to time.

## **SCHEDULE 2**

referred to in the foregoing Contract

### **DISCIPLINARY PROCEDURE**

The Employee shall be responsible on a day to day basis to the [Clerk to the Board],<sup>22</sup> who may, if the Employee's work or conduct is considered unsatisfactory, arrange an informal meeting with the Employee to explain any shortcomings and suggest ways of correcting them in the future. This is not part of the formal procedure set out below. If the Employee's work performance is considered sufficiently serious, then a formal procedure shall be implemented as set out below.

#### **Formal Procedure**

1. The formal procedure will be implemented by the Employer if the informal stage fails to result in the desired improvement or in the case of any matter that is considered sufficiently serious. The Employer will arrange to establish the facts of the case to decide whether disciplinary action may be required. In some instances, this will involve the holding of an investigatory meeting with the Employee before proceeding to any disciplinary hearing. In others, the investigatory stage will be the collation of evidence by the Employer for use at any disciplinary hearing. Where this is practicable, such investigation will be carried out by someone other than the person who conducts any subsequent disciplinary hearing. Following such investigation, if it is decided that a disciplinary hearing is appropriate, the [Clerk to the Board/Treasurer/Other]<sup>23</sup> will send to the Employee a written statement setting out the nature of the alleged misconduct or poor performance and its possible consequences in good time for the Employee to consider the contents prior to the meeting referred to below.
2. Following the production of the statement referred to in paragraph 1 above, the [Clerk to the Board/Treasurer/Other] will, as soon as reasonably practicable, arrange a disciplinary meeting with the Employee and with such other persons as the Employee or the Employer may consider necessary. The Employee is entitled to be accompanied by a fellow employee or another person of the Employee's choosing who has had no involvement in the matter. If the date or time arranged for the meeting is unsuitable, the Employee may suggest another date or time within 5 working days from the hearing date that has been proposed. The Employee may be entitled to call witnesses at such a meeting but must first give the [Clerk to the Board/Treasurer/Other] reasonable notice of the witnesses that the Employee intends to call.
3. The disciplinary meeting shall be conducted by a Committee set up by the Employer to consider the complaint. After taking submissions and evidence from the Employee, any witnesses that the Employee may have called, and from any other appropriate source, the Committee shall decide what action should be taken and may:-
  - (a) decide that the Employee is not in breach of the Contract of Employment;

- (b) consider that there has been a breach which warrants the issuing of an oral warning that such a breach must not recur;
  - (c) in more serious cases, issue a formal written warning that any repetition of the breach will result in the Employment being terminated;
  - (d) terminate the Employment with notice either where there have been previous warnings or the conduct has been sufficiently serious to warrant such dismissal;
  - (e) terminate the Employment without notice where the breach of contract is considered sufficiently serious to warrant summary dismissal.
4. (a) The decision of the Committee will be communicated to the Employee and confirmed in writing, together with notification of the Employee's right to appeal the decision. Any warning will indicate the breach of the Contract of Employment and what steps the Employee must take to prevent a repetition of such breach. The Employee will also be informed that if their performance remains unsatisfactory after written notice of breach and of the improvements required after the expiry of the period of time within which it is expected that the improvements should be achieved, or if further breaches occur, the Employee will be dismissed. Any such written notice shall state the period for which it shall remain in force.
- (b) If the decision is that the Employee shall be dismissed, then the written Notice of Dismissal shall state the misconduct which had led to the dismissal, why the Employee is guilty of that misconduct and shall notify the Employee of their right of appeal.
6. If the Employee is dissatisfied with that decision then they may appeal against it in writing to the [Clerk to the Board/Treasurer/Other]. Such appeal must be made in writing to the [Clerk to the Board/Treasurer/Other] within 5 working days of receiving written confirmation of that decision and must set out the reasons or other submissions the Employee wishes to make. The Employer may require such submissions to be supplemented orally or in writing as considered appropriate.
7. On receipt of the Employee's notification of the desire to appeal, an Appeal Committee shall be set up by the Employer which shall be entitled to seek such other submissions, orally or in writing, from the Employee or such other persons as the Appeal Committee may think fit, and shall then either confirm a decision or substitute it with such decision as it considers appropriate.<sup>24</sup>

## **SCHEDULE 3**

referred to in the foregoing Contract

### **GRIEVANCE PROCEDURE**

If the Employee has any grievance relating to their Employment then this should, in the first place, be raised on an informal basis with the [Clerk to the Board].<sup>25</sup>

If the Employee is dissatisfied with the response then they should initiate the formal grievance procedure. To do that the Employee must set out their grievance in writing and send the statement, or a copy of it, to the [Treasurer].<sup>26</sup>

Thereafter, the Employer will arrange within 14 days (or as soon as reasonably practicable) a meeting to discuss the grievance. The meeting cannot take place unless the Employer has had a reasonable opportunity to consider his response to the written statement. The Employee must take all reasonable steps to attend the meeting. The Employee is entitled to be accompanied by a fellow Employee or another person of the Employee's choosing who has had no involvement in the matter. If the date or time arranged for the meeting is unsuitable, the Employee may suggest another date or time within 5 working days from the hearing date that has been proposed. The Employee may be entitled to call witnesses at such a meeting but must first give the [Treasurer] reasonable notice of the witnesses that they intend to call.

After the meeting, the Employer must inform the Employee in writing without unreasonable delay of the decision in response to the grievance and notify the Employee of the right of appeal against the decision if the Employee is not satisfied with it.

If the Employee wishes to appeal they must inform the Employer whereupon the Employer must invite them to attend a further meeting within 14 days (or as soon as reasonably practicable). The appeal group which shall hear the appeal shall be made up of members of the Employer who have not been involved in consideration of the initial grievance. The Employee must take all reasonable steps to attend the meeting. After the appeal meeting, the [Treasurer] shall inform the Employee in writing and without unreasonable delay of the Employer's final decision.

Where the Employee has ceased to be employed, but wishes to bring to the Employer's attention a grievance which they had not raised before the date of termination, the parties may agree to the matter being handled in line with foregoing procedure, except that in that case there will be no right of appeal against the Employer's decision.

Where the Employee raises a grievance during a disciplinary process the disciplinary process may be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both cases concurrently.

## TIPS AND NOTES FOR COMPLETION

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- <sup>1</sup> Insert the name of the Congregation.
- <sup>2</sup> Insert name and charity number of the Congregation
- <sup>3</sup> Insert the Employee's name, address and, ideally, date of birth. For example: Joe Blogs, (DoB DD/MM/YYYY), 1 Main Street, Town, AB12 3CD.
- <sup>4</sup> The date on which the employee is to start work with you should be inserted here. However, if the employee has previously been employed by you (whether in the same post or a different one) and they were so employed immediately before the date on which they are to start work under this contract, the date to be inserted above should be the date they first started working for you.

### Fixed term contracts

If the contract is to last only for a fixed term, that should be stated in this clause e.g. *The employment commences on 5<sup>th</sup> June 20XX which is the date of commencement of continuous employment and shall be for a fixed period of two years, terminating on 4<sup>th</sup> June 20XX without need of further notice.*

Please note however that the employment rights of a fixed term employee are on much the same basis as those of a permanent employee and there may therefore be little advantage in constituting a contract on a fixed term basis. For example, when a fixed term contract reaches the end of its term and is not renewed, that counts as a dismissal and fair dismissal process must be followed, including the necessary consultation. After the employee has been with you for two years, they can take a claim to an Employment Tribunal alleging unfair dismissal. After two full years' employment, the employee in such a case will be due a redundancy payment, even if the contract is for a fixed term. Employers should also bear in mind that consecutive short-term contracts (for example where a fixed term contract is renewed) will automatically convert to a full-time contract after 4 years. It is quite a complicated topic and if unsure, please contact us for further advice.

- <sup>5</sup> This refers to the Job Description which will have to be made up to detail all the expected duties.
- <sup>6</sup> This should be completed to list all areas e.g. Church, hall etc. where the Youth Worker is expected to carry out their duties.
- <sup>7</sup> Employees must be paid at least the statutory national minimum wage.
- <sup>8</sup> If the number of hours worked per week varies then it will be necessary for the purposes of the Minimum Wage legislation for the Contract to state a daily average number of hours and the following should be inserted in place of what is stated in the style contract: -

*The Employee shall work sufficient hours properly to complete the duties incumbent upon them but the average number of hours to be worked by the Employee shall be [ ] per day.*

If the average number of hours changes in the course of the contract then the contract should be varied to reflect that change – and any other changes requiring to be made.

- <sup>9</sup> This example wording has been included and should be adapted to fit your particular requirements. The number of hours will need to be adjusted to suit your own requirements.

Please note that for all employees who started working after 6 April 2020 the written terms must set out the training that must be completed, including training the employer does not pay for. (Section 1(4)(l), (m) & (n) of the Employment Rights Act 1996.)

It should be noted that if no training entitlement and required minimum amount is included in the contract or, at least, referred to in a learning and development policy or similar then the employee is not obliged to take part in such training.

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There is no obligation to pay for mandatory training but if the employee earns the National Minimum Wage, or close to, then the employer should pay for time spent on mandatory training. Please see the ACAS Guidance on [Getting paid for mandatory training](#).

Details of any training provided by the employer that is not compulsory (if this information is not included in the document, the employer must state where to find it) may be 'given in instalments'. This means that this does not need to be included in the employment contract but must be provided no later than two months after the beginning of the employment. Please see the ACAS Guidance on [What must be written in an employment contract](#).

Different roles will require different training. Examples of training that you might want to offer include: -

- Health & Safety
  - risk assessment
  - manual handling
  - COSHH (particularly cleaners & CO)
  - lone working
- Safeguarding
- [Data Protection & GDPR](#) (particularly administrators, secretaries & youth workers)
- Equality & Diversity
- Polices – Disciplinary, Grievance & H&S (where more than five employees)

This is not an exhaustive list; and not all posts will require training in all of these areas. Only with knowledge of the actual role offered will you be able to consider the training required.

The [Law Department circulars](#) are a good starting point on things such as [Data Protection](#), [Health & Safety](#) and [Charity Law](#); and many training providers offer cost-effective e-learning. See, for example, the British Safety Council's [short online courses](#).

If you are unsure or require any further information then please contact the Law Department.

<sup>10</sup> The amount of holiday you are giving should be inserted. Currently the statutory minimum entitlement is 5.6 weeks (28 days) paid holiday per annum for workers who work a 5-day week, and you cannot give less than that.

Part-time workers are entitled to at least 5.6 weeks' paid holiday, but this will amount to fewer than 28 days. For example, if they work 3 days a week, they must get at least 16.8 days' leave a year ( $3 \times 5.6$ ).

Depending on the circumstances for a post such as this, it may be easier to express holiday entitlement in hours off rather than weeks. For a handy government ready reckoner to help you calculate statutory minimum holiday entitlement click on: [Calculate holiday entitlement - GOV.UK \(www.gov.uk\)](#)

### Public Holidays

There is no legal entitlement to public holidays or days off in lieu in addition to the statutory minimum entitlement and with a part time employee, depending on when the public holidays fall, this can add complications. However, if you wish to give public holidays, a possible clause (to go in after the second sentence in this clause) could read:

*"In addition, there will be an entitlement to X days public holidays or alternatively as agreed between the Employer and the Employee X further days in lieu of public holidays."*

### Holiday cover

As this is an employer/employee relationship, it is up to the employer to arrange cover for holidays (and indeed sickness.)

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<sup>11</sup> There is no obligation on an Employer to offer anything other than statutory sick pay to an Employee and it is up to the Employer to determine what additional sickness pay it wishes and can afford to give. It is suggested that periods of four weeks full pay and a corresponding period of half pay may be appropriate, depending on the circumstances.

<sup>12</sup> Note: the period of time referred to should reflect the total period of time allowed for contractual sick pay. For example, if the provision will be four weeks full pay and nine weeks half pay, this clause should read "Such period or periods of full pay and/or half pay shall not exceed in total 13 weeks in any consecutive 12-month period."

<sup>13</sup> Although employees can opt out of a work place pension scheme, all employers will have to automatically enrol all their eligible jobholders (who are aged between 22 and the state pension age, earning over £10,000 (as at 2022) into a 'qualifying' workplace scheme such as the National Employment Savings Trust ("NEST"). If your employee is not eligible for automatic enrolment they may be eligible to opt into a workplace scheme. Further information on workplace pensions and contributions can be found online, here: [New employers | The Pensions Regulator](#)

<sup>14</sup> The periods of notice set out in this clause are the statutory minimum that must be given to the employee. You can be more generous if you wish. The law does not specify the minimum period of notice an employee must give you and you should fix this in accordance with your own requirements. However, if it is too long, it may be difficult to enforce. It is important to note that, for a dismissal to be fair, an Employee cannot simply be given notice and dismissed unless the Employer has first followed a fair procedure. Further guidance is available from the Law Department should you be contemplating the dismissal of an Employee.

<sup>15</sup> You can add or subtract from the list of examples given (although the list is a tried and tested one and should cover most forms of unacceptable conduct). The disciplinary procedure attached complies with ACAS guidelines. If you wish to make substantial changes, please contact us for further advice as the procedural aspects of disciplinary and grievance matters are extremely important and are strictly regulated by the courts.

<sup>16</sup> The grievance procedure set out in Schedule 3 should be followed in the event that an employee has a grievance.

<sup>17</sup> This provision may be altered if the Youth Worker is to be managed by someone else but, if the post includes duties which constitute "regulated work" with children in terms of the PVG Act, the line manager must be the Minister, who will be a PVG Scheme member.

<sup>18</sup> If you are a more "casual" congregation, you may wish to omit this clause. Alternatively, if you wish a particular garb to be worn e.g. a gown, this should be specified as a requirement.

<sup>19</sup> This is hopefully self-explanatory but if any further advice is needed, please contact the Safeguarding Service.

<sup>20</sup> A statement of this kind is required under Section 2(1) of the 1996 Employment Act.

Paragraph (g) refers to non-permanent or fixed term employment and if this is a fixed term contract the reference to paragraph (g) in clause 21 will require to be deleted.

Paragraphs (j) and (k) refer respectively to collective agreements and working abroad and are not therefore likely to be relevant for a contract of this type but the absence of terms and conditions relative to these matters must be stated as above.

<sup>21</sup> This is only a suggested style and will need to be redrafted to meet your own particular requirements. Not all of the suggested clauses will fit the bill.

<sup>22</sup> There should be inserted the name of the office bearer to whom the employee will be responsible on a day to day basis. It is suggested that it would be preferable to refer to a specific office such as Clerk to the Board rather than a named individual. In order to allow for a cushion between an

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Employee and the Minister it is not recommended that the Minister acts as the Employee's line manager, even if they have day to day input into the employee's work.

<sup>23</sup> Here refer to either the office bearer mentioned in paragraphs 1 or the office bearer, if different, who will be responsible for dealing with the formal procedure and the associated matters of administration. In either case, this will be the person who should be named at insertions [Clerk to the Board/Treasurer/Other] in the remainder of the Disciplinary Procedure.

<sup>24</sup> The same procedures apply to Appeal meetings as apply to the initial disciplinary meeting i.e. the Employee is entitled to be accompanied and to call witnesses. No one who has participated as a decision-maker in the original disciplinary process should subsequently take part in the Appeal process.

<sup>25</sup> Insert the name of the office bearer to whom the Employee will be responsible on a day to day basis. It is suggested that it would be preferable to refer to a specific office such as Clerk to the Board rather than a named individual. While the Minister may have day to day input into the Employee's work it is not recommended that the Minister acts as the Employee's line manager.

<sup>26</sup> Insert the office bearer to whom the statement of the written grievance should be sent. It is suggested that this should be different from that role included in [Clerk to the Board] immediately above.

[Clerk to the Board] and [Treasurer] are included in the Grievance Procedure by way of example only, they should be replaced with the specific office bearers that suit your particular circumstances.

Throughout this style, square brackets have been used to highlight areas that need reviewed and to allow examples to be given. The square brackets themselves will obviously need to be deleted (as a minimum) for the final document. The suggested offices will not necessarily be the ones that fit with your particular circumstances.