

Date

Minister's name and address

Terms and Conditions of Ministry

The following terms and conditions of Ministry are offered by way of seeking best practise in the relationship between Minister and Church. At the heart of the relationship is that of trust – this cannot be overemphasised, such principals as below are merely offered in order to safeguard this from both sides. To all and through all of what follows we seek as Church and Minister to be partners in serving Christ in the world today.

- 1 Your period of Ministry with us began on the [__] of [_____] 201 which is the date of commencement of your continuous employment.
- 2 In accepting your appointment it shall be deemed that you have accepted all the terms and conditions set out in these Terms and Conditions of Ministry.
- 3 These Particulars of Ministry annul any previous agreement whether verbal or written given to you at any time.
- 4 You are employed as Minister of Religion. You will be responsible to The Church Meeting of _____ Congregational Church which will be facilitated through its Deacons and primarily it's Church Secretary, to whom you are immediately accountable. Upon appointment your range of duties and areas of responsibility will initially be jointly agreed between yourself and the Deacons. This will include duties and support offered in your own church context, ecumenical engagement and service to the wider Federation (ratified by Church Meeting) and reviewed annually thereafter.
5. To assist your ongoing personal development you are encouraged to avail yourself of training opportunities as they arise both within the Federation and beyond. Work time and out of pocket expenses will be allowed for annual CF Ministers Conference, with consideration given to others upon request.
6. An annual review of your ministry will take place with a group of three as appointed by the Deacons. This is to be seen as a very positive expression for all concerned to enable performance appraisal, opportunity to review agreed expectations, and to forward plan accordingly. The Congregational Federation offers various avenues for confidential pastoral support and reference. These can be accessed in the first instance through contacting their General Secretary at their offices in Nottingham.
- 7 You will be paid monthly by credit transfer to your bank account in arrears at the rate of £_____ per month. The stipend shall be reviewed annually on the 1st January. Any alternative arrangements for reviewing your stipend shall be at the Church's discretion.

- 8 You will work such hours as are needed for the proper performance of your duties including, where necessary, Saturdays, Sundays (naturally) and Bank Holidays. As part of the Federation guidelines to take a minimum of one day off per week, it is expected that (barring any emergency) you will allocate one of the Monday to Friday days as a 'Day Off' each week from all Ministry duties. The nature of a minister's calling will require that you work on certain statutory holidays (e.g. Christmas, Good Friday etc.) and where this happens, you are encouraged to take time off in lieu.

It is also necessary to be mindful of the hours worked in any one day, particularly in allowing for evening meetings.

The parties each agree that the nature of the Minister's position is such that his/her working time cannot be measured and, accordingly, that the Minister's employment falls within the scope of Regulation 20 of the Working Time Regulations 1998.

9. The first 3 months of the Employment will be a probationary period. During this period your performance and conduct will be monitored. During the probationary period you will not be subject to the Church's disciplinary procedures. At the end of the probationary period your performance will be reviewed and if found satisfactory your appointment will be confirmed.

10. The Manse (If applicable)

- 10.1 You shall be entitled to live in [DESCRIPTION OR ADDRESS OF THE PROPERTY] (**the Manse**) to better perform your duties. The Church permits you to occupy the Manse during your employment. Your occupation of the Manse shall be as a licensee and no relationship of landlord and tenant is created between you and the Church by this agreement. The licence to occupy granted to you is personal to you and is not assignable.

- 10.2 The Church shall:

- a) retain control, possession and management of the Manse;
- b) pay all outgoings in respect of the Manse, save for heating and electricity costs; and
- c) be entitled to enter the Property at any time.

- 10.3 You shall:

- a) be entitled to reside at the Manse during your employment;
- b) use the Manse only as a private residence for occupation by the you and your immediate family;
- c) keep the Manse and the contents clean, tidy and in good condition;

- d) make good any damage caused to the Manse or the contents;
- e) not remove any of the contents from the Manse;
- f) not make any alteration or addition to the Manse;
- g) pay for all gas and electricity consumed on the Manse; and
- h) not do or permit or suffer anything which may cause nuisance or annoyance to the Church or any neighbour of the Manse, assign, sublet or part with possession of the Manse or any part of it or keep (or permit to be kept) any animals or birds in the Manse.

10.4 Your licence to occupy the Manse shall terminate:

- a) with immediate effect and without notice on termination of your employment;
or
- b) on the expiry of not less than 12 weeks' prior notice in writing from the Church.
- c) You shall vacate the Manse immediately if the licence to occupy the Manse terminates.

10.5 If you occupy your own property you will be given a 20% additional payment of stipend and the church will not be responsible for any costs relating to the property.

11. Expenses

All out of pocket expenses in relation to exercising the ministry can be claimed from the Treasurer. A monthly reimbursement of expenses will be available subject to detailed claim with receipts attached. In respect of travel the Church will reimburse the use of your own car at the current rate as per HM Revenue and Customs guidelines (currently 45p per mile up to 10,000 miles per annum).

12. Absence

12.1 If you are unable to perform your duties for any reason you should at the first opportunity and as a matter of courtesy inform the Church Secretary accordingly.

12.2 Following your return to work after a period of absence due to sickness of seven calendar days or less you will have to complete a Self Certification Form. Self Certification Forms will be retained on our records.

12.3 If you are absent from work due to sickness for more than seven calendar days (including week-ends), you must provide us with a Fitness Note by the 8th day of sickness. You must provide Fitness Notes to us to cover any further absence.

13. Authorised leave

13.1 The Church may, at its discretion, authorise leave of absence, which will sometimes be paid, and sometimes unpaid, depending on the nature of the leave sought and the individual employee's circumstances.

13.2 The range of circumstances under which authorised leave of absence may be granted would include compassionate leave of absence for you if you were experiencing a serious illness or bereavement in your immediate family.

14. Maternity, Paternity, Parental and Adoption leave

14.1 There are separate Maternity, Paternity and Adoption Leave Policies.

15. Sick Pay

In the event that you are absent from duties due to sickness then, subject to compliance with the requirements applicable in the case of sickness, you will receive your basic salary for three months of sickness in any 12 month period. Thereafter you will receive the Statutory Sick Pay (SSP) entitlement, plus any additional payments at the discretion of the church.

16. Holiday entitlement

In addition to the Public Holidays 5 weeks holiday with pay annually; this period to include 5 Sundays. Under normal circumstances it will not be possible to carry forward any unused part of your holiday entitlement to a subsequent holiday year. The Holiday year commences 1 January.

17. Sundays away from the Pastorate

You are given the opportunity to be away on 4 Sundays each year - ideally 1 per quarter - for the purpose of conducting Worship elsewhere.

18. Pension

The Church would wish to ensure that you make provision for your retirement. In this regard it commits itself to fulfilling its responsibility of paying 5% of stipend for Pension purposes. Subject to your Federation's Ministerial Accreditation and eligibility for their scheme this will be through the Congregational Federation's Pension Scheme. This will enable you to gain a further pension contribution from their funds.

19. Conclusion of Ministry

In normal circumstances a minimum of three months written notice would be offered by either side in the case of the ministry coming to a conclusion at _____ Congregational Church.

20. Nothing in these Particulars prevents us from terminating your ministry summarily or otherwise if you:
- a) Commit any act of gross misconduct or commit, repeat or continue (after written warning) any other material breach of your obligations under these Terms and Conditions of Employment; or
 - b) Are guilty of any conduct, which in the opinion of the Church brings you or is liable to bring you or the Church into disrepute; or
 - c) Are convicted of any criminal offence (excluding an offence under Road Traffic Legislation in the United Kingdom or elsewhere for which you are not sentenced to any term of imprisonment whether immediate or suspended); or
 - d) Are in the reasonable opinion of the Church seriously incompetent in the performance of your duties.

22. Grievance procedures

If you have any grievance relating to your ministry (other than one relating to a disciplinary decision) you should refer such grievance to the Church Secretary. A copy of the Church's Grievance Procedure is attached. They are not contractual.

23. Disciplinary procedures

You are subject to the Church's disciplinary rules and procedure, a copy of which is attached. These rules and procedures may be varied by the Church from time to time and are not contractual.

24. Data Protection

You consent to the Church processing data relating to you for legal, personnel, administrative and management purposes and in particular the processing of any sensitive personal data (as defined in the Data Protection Act 1998) in accordance with the General Data Protection Regulations 2018.

25. Collective agreements

There are no collective agreements relevant to your employment.

26. Changes to terms of employment

The Church reserves the right to make reasonable changes to any of your terms and conditions of ministry through constructive negotiation and agreement.

