

## 6. Terms of appointment

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**These terms aim to express the formal relationship between the Pastor and the church which has called him/her. Good practice arises out of good relationships built on mutual trust. However when issues arise and trust is threatened, clear and mutually-owned terms become important in enabling trust to be restored and proper processes to be followed in good faith.**

*(Please see the guidance notes following this draft and contact the Rural Ministries office if further help is required. What follows is a draft providing general guidance. It will require specific decisions and development by individual churches.)*

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### TERMS OF APPOINTMENT

**to the position of Pastor at [insert name of church].**

1. This appointment is to commence **[insert date]**.
2. The church resolves to pay an initial minimum stipend of **[insert figure]** per annum, to be paid by equal monthly instalments on the **[insert date]** day of each month.
3. Other specific gifts given by individuals, churches or trusts, to support the Pastor should be directed through the church. **[You may want to consider locally how best to use any specific gifts. There would be a tax advantage if some were used as a pension contribution made by the church].**
4. The Pastor shall be free from all responsibilities on one day per week (minimum). The appointment is determinable by the Pastor on three months' notice or the church on six months' notice, such notice to expire at any time.
5. The Pastor shall be entitled to 25 days annual holiday in each full calendar year, and prior arrangements should be made with the church leaders. Public holidays are extra to the 25 days.
6. In addition to holiday Sundays, the Pastor may be absent from church up to a maximum of eight Sundays during each full calendar year.
7. It is a condition of the appointment that the Pastor holds a current certificate (Enhanced CRB) issued by the appropriate agencies indicating that he is not unsuitable for working with minors under the age of 18 years and vulnerable adults.

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8. In the event of serious misconduct or a serious breach of duty by the Pastor the church shall have the right to determine the appointment without notice.
9. The church shall have the right to suspend the appointment of the Pastor during any investigation into any allegation of serious misconduct or serious breach of duty, such suspension to be without loss of stipend.
10. The Pastor to be entitled to one week per annum for personal study or retreat.
11. Consideration to be given to a sabbatical of 3 months after 5 years service.
12. The church shall provide a telephone and will be responsible for payment of the whole cost of the rental and all church business calls. The Pastor shall reimburse the church with the cost of all personal calls in respect of which a reasonable record shall be kept.
13. The church shall pay to the Pastor in respect of all approved church business travel an agreed mileage allowance (based on HMRC guidelines). The Pastor shall be responsible for keeping a record of all such business mileage which shall be provided to the church treasurer.
14. The church shall reimburse the Pastor for the cost of any other approved travelling and out of pocket expenses incurred on church business, including postage, stationery, pastoral support and attendance at the Rural Ministries Annual Conference and any other conference or training opportunity as agreed in advance with the church leaders.
15. The church shall make a contribution equivalent to [%] of the Pastor's stipend in respect of the Pastor's membership of a Pension Fund insofar as they relate to this appointment.
16. The stipend shall be paid in full during any temporary incapacity of the Pastor due to illness. Where such incapacity shall persist for more than six consecutive months, or a total of eighteen non-consecutive weeks in any period of eighteen months, the church has the right to suspend payment of the whole of the stipend or any part of it as it considers appropriate and/or to determine the appointment on two months' notice.
17. The church agrees to adopt the current legislation guidelines for Paternity and other Parental Leave.
18. The financial provisions of the appointment shall be reviewed annually by the church leaders and any changes shall be notified to the Pastor in writing.

19. In the event of any difference of opinion concerning the operation or understanding of these Terms of Appointment, the Pastor shall first consult with the church leaders and then, if necessary, with the Chief Executive of Rural Ministries, who is also available to assist in any unresolved grievance.

**AGREED BY:**

**The Pastor** .....

**Church Leader** .....

**Church Leader** .....

**Date** .....

**Guidance Notes:**

The employment status of pastors requires careful consideration and has been the subject to recent court cases. The nature of the relationship between church and pastor is likely to be judged on individual cases. This means appropriate wording is essential. There is no longer a presumption that a minister of religion is "employed by God" and that no employment relationship exists.

If the church resolves to create an employer-employee relationship, a full contract of employment is appropriate. This means the employee is entitled to full employment rights including the minimum wage; redundancy pay and is subject to the Working Time Regulations. The alternative is to have a "letter of agreement" between the church and pastor where the pastor is the "office holder." This is generally the preferred option in free churches and with their pastors. Discussion between the church and pastor is essential. An "office holder" has more independence of action in their working life and establishment of priorities. A general framework of expectations should be included with the letter of agreement.

A church seeking to establish that the pastor is an "office holder" is advised to include similar wording to the following:

*The post is that of pastor, and is filled by a minister of religion serving within the definition of the official category of employment known as "office holder." There is no intention by the pastor or the church to create a contract of employment, nor an employer-employee relationship.*

The duties of the post are traditionally those of a minister of religion, exercising a preaching and pastoral ministry, and fulfilling the other duties of a pastor. The pastor is free to arrange and fulfil their duties as they see fit, and is at the call of everyone within and outside the church who may reasonably seek their help.

They receive a stipend from the church so as to enable them to fulfil their calling. The other terms and benefits set out in this document are to let the pastor know what provision is available to them, and the church to know what expectations they may have of the pastor. This arrangement enables mutual trust and good relationships to develop, that enhance the life and work of the church.