

DRAFT TERMS OF APPOINTMENT of a Minister with Hoddesdon Baptist Church

1. APPOINTMENT

The appointment is that of a minister to full-time service with Hoddesdon Baptist Church commencing 2006. Service is regarded as full-time where the minister serves six days in each calendar week, subject to holidays as set out in clause 8.

It is a condition of the appointment that at all times the minister holds a certificate issued by the appropriate agency indicating that he/she is not unsuitable for working with minors under the age of 18 years and vulnerable adults.

2. NOTICE

The appointment is determinable by:

- a) the minister on three months' notice or
- b) the church (subject to clauses 3 and 13 below) on six months' notice

such notice to expire at any time.

3. TERMINATION & SUSPENSION

The appointment will terminate on the minister reaching the retiring age of 65 years.

The church shall have the right to determine the appointment without notice in the event of:

- a) serious misconduct by the minister
- b) a serious breach of duty by the minister or
- c) the removal of the minister's name from the Register of Covenanted Persons Accredited for Ministry.

The church shall have the right to suspend the appointment of the minister during any investigation into any allegation of serious misconduct or a serious breach of duty, such suspension to be without loss of stipend.

4. ADDITIONAL APPOINTMENTS/EMPLOYMENT

The minister agrees not to accept any other appointments or any employment (whether paid or otherwise) without the written consent of the church.

5. EXTERNAL PROGRAMMES

Subject to reasonable written notice to the church the minister may participate in the Continuing Ministerial Development programme operated by the Baptist Union. This specifically includes, where appropriate, the scheme for Newly Accredited Ministers, up to one week (or its equivalent) In Service Training, the Self Appraisal Scheme and the Sabbatical Scheme. Involvement in these schemes shall be without loss of stipend and the church will provide time for study and participation in the programme during normal working hours.

6. REMUNERATION

The church shall pay to the minister an annual stipend as set out in Schedule A. This shall be payable in equal monthly instalments on the 27th of each month.

7. MANSE

For the better performance of his/her duties the church will provide a manse for use and occupation by the minister and his/her immediate family during the continuance of the appointment.

i) The minister shall be responsible for:

- a) keeping the interior of the manse and its garden in a clean and tidy condition
- b) contracts in respect of and settlement of invoices relating to heating and lighting the manse. The church undertakes to refund such costs up to the manse heat and light allowance annual limit set

out in Appendix A. (If the minister settles these by monthly direct debit to the utility companies concerned, the church shall pay to the minister an identical amount by banker's standing order on or about the same date. Any adjusting refunds from the utility companies will be treated in a reverse manner.)

- ii) The church shall be responsible for contracts in respect of and settlement of invoices relating to:
 - a) the redecoration of the manse to a mutually agreeable standard, both interior and exterior, prior to the minister taking up appointment
 - b) the repair and maintenance of the exterior of the manse during the continuance of the appointment, subject to reasonable use by the minister and immediate family, failing which the minister shall be expected to contribute towards the expense
 - c) the repair and maintenance of the interior of the manse, not usually including redecoration, normally up to a maximum annual limit set out in Appendix A. Subject to prior written agreement by the church and the minister, any unused balance of the annual manse repairs and renewals allowance at 31 March may be carried forward for a specific project for up to three years
 - d) council tax, water and sewage charges and building insurance premiums.

8. HOLIDAYS

The minister shall be entitled to the following paid holidays in a calendar year, subject to eight weeks notice in writing:

- a) five full weeks including Sundays, of which no more than three may be consecutive and
- b) four additional Sundays.

During those holidays the church will make, at its own cost, such alternative arrangements as it considers necessary.

In addition the minister shall be entitled to the normal statutory public holidays, except if these conflict with a Christian festival, in which case a day in lieu may be taken.

Up to five days' holiday may be carried forward to the following year.

9. TELEPHONE

The church shall enter into a contract to provide a telephone at the manse and will be responsible for payment of the whole cost of the rental and the cost of all church related calls. The minister shall maintain a reasonable record of the cost of all personal calls and reimburse the church with the cost thereof, inclusive of VAT, in a manner and on a time-scale agreed with the Treasurer.

10. CAR

The church shall pay to the minister, in respect of all approved church business travel, a motor car mileage rate in accordance with the 'undifferentiated' rates laid down from time to time by the Inland Revenue under the 'Fixed Profit Car Scheme', as set out in Appendix A. The minister shall be responsible for keeping a record of all such business mileage in a form agreed with the Treasurer and presented to the Treasurer monthly with a request for settlement.

11. OTHER EXPENSES

Other than in exceptional circumstances any supply of services or equipment required by the minister for the performance of his/her duties should always be contracted for in the name of the church and invoiced to the church. On the occasions that the minister is required to settle expenses out of his/her own resources the minister shall submit monthly expense claims in an agreed form to the Treasurer, supported by the appropriate invoices and receipts.

The church shall pay:

- a) reasonable removal costs for the minister to move to the manse at the commencement of the appointment
- b) for books up to the annual limit set out in Appendix A
- c) for such courses, conferences and subscriptions as are agreed in advance by the Treasurer, including those under clause 5, and also the Baptist Union and Association Assemblies and the Area Ministers' Annual Conference up to the annual limit in Appendix A
- d) the cost of postage, stationery and computer consumables incurred by the minister in pursuit of his/her duties

- e) reasonable travel expenses in connection with church business
- f) other reasonable expenses incurred by the minister in pursuit of his/her duties, on the same basis as any other church member.

12. PENSION

The church shall pay an amount as set out in Appendix A, in respect of the minister's membership of the Baptist Ministers' Pension Fund, insofar as it relates to this appointment, after taking account of the notional annual manse allowance also as set out in Appendix A.

13. SICKNESS/INJURY

The stipend shall be paid in full during any temporary incapacity of the minister due to illness. Where such incapacity shall persist for more than six consecutive months, or a total of twelve 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. The minister is responsible for keeping a detailed record of days of absence, and the reasons for same, in a form agreed by the Treasurer which should be provided monthly to the Treasurer.

14. PARENTAL RIGHTS

The church has adopted the Baptist Union Guidelines for Maternity, Paternity and Other Parental Leave. Appendix B presents the precise details tailored to these Terms of Appointment.

15. REMUNERATION REVIEW

The financial provisions of the appointment shall be reviewed annually by the church and any alterations agreed by a church meeting will be effective from 1 April each year. Any changes shall be notified to the minister in writing by the issue of a revised Appendix A, which shall be signed and dated by both minister and church.

16. INTERPRETATION

In the event of any difference of opinion concerning the operation or understanding of these Terms of Appointment, the minister shall first consult with the Church Secretary and the Treasurer and then, if necessary, with the Regional Minister.

AGREED BY	Signature	Printed name	Date
The Minister
and for and on behalf of Hoddesdon Baptist Church			
Church Secretary
Treasurer

DRAFT TERMS OF APPOINTMENT APPENDIX A

Draft proposal for discussion with applicant. An additional percentage above the HMF figure may be considered for particular candidates.

DATED ???? 2006

Financial provisions to be effective until 31 March 2007

Clause no.	Brief description	Amount
6	Annual stipend	£17,600
7 i b	Manse heat and light allowance annual limit	£1,000
7 ii c	Manse repairs and renewals annual limit - unused amounts at 31 March may be carried forward up to three years for a specific project if agreed in advance in writing	£1,000
10	Motor car mileage rates	40p per mile for first 10,000 miles 25p per mile thereafter
11 b	Book allowance annual limit	£200
11 c	Courses, conferences and subscriptions annual limit	£500
12	Pension contribution percentage (Current scheme recommendation 12%)	18%
12	Notional annual manse allowance (Current scheme recommendation £5,150)	£5,150 per annum

AGREED BY	Signature	Printed name	Date
The Minister

and for and on behalf of Hoddesdon Baptist Church

Church Secretary
------------------	-------	-------	-------

Treasurer
-----------	-------	-------	-------

DRAFT TERMS OF APPOINTMENT APPENDIX B

GUIDELINES FOR MATERNITY, PATERNITY, ADOPTION AND OTHER PARENTAL LEAVE

Women ministers

1 The minister who has served in the appointment for at least twenty six weeks should inform the church of her pregnancy and when it is her intention to take maternity leave so that appropriate arrangements can be made. She must give at least twenty-eight days' notice of the start of this leave.

2 The minister should receive not less than twenty six weeks paid maternity leave.

3 The minister should continue to be paid stipend during the period of leave and the church will be entitled to recover statutory maternity pay as detailed in CWG17. In addition to stipend any agreed payments in respect of the manse (clause 7), telephone (clause 9) or pension (clause 12) will continue to be paid.

4 Further unpaid leave, up to a maximum of twenty six weeks should be made available and any request for it should be made no later than one month before the paid leave expires. During such unpaid leave any agreed payments defined in the preceding clause will continue to be paid. This additional maternity leave starts from the end of ordinary maternity leave.

5 Adequate paid time off must be given to enable the minister to receive appropriate antenatal care. Time taken off by reason of threatened miscarriage or other pregnancy related illness before the commencement of paid maternity leave as specified above shall be treated as absence for sickness and not counted as maternity leave.

6 The minister must not perform the duties of her office for fourteen days commencing with the date of the birth.

7 Where a Newly Accredited Minister goes on maternity leave, the completion of her probationary period should be postponed only by the number of months which she has taken in total leave, ie both paid maternity leave plus any further unpaid leave.

Men ministers

1 The minister who has served at least twenty six weeks in the appointment should inform the church of his wife's pregnancy and when it is his intention to take paternity leave. Paternity leave must be taken within fifty-six days of the birth of the child.

2 The minister is entitled to up to two weeks paid paternity leave. In addition to stipend any agreed payments in respect of the manse (clause 7), telephone (clause 9) or pension (clause 12) will continue to be paid for this period.

3 Further unpaid leave may be taken as parental leave.

Parental leave

A minister, male or female, in consultation with the church, may take up to eleven weeks unpaid parental leave prior to a child's fifth birthday. This is in addition to the two weeks' paid paternity leave or the total maternity leave taken in respect of each child born. Where there is more than one child under five years the parental leave is restricted to a maximum of twenty weeks.

Adoption leave

There are similar entitlements for those adopting a child (or children). In order to qualify a minister must have served in the appointment for at least twenty six weeks. The dates for leave are related to the date of notification of being matched with a child. When notification is received the minister should inform the church of the intention to take adoption leave within seven days of notification of the match.

The person who is the child's adopter is entitled to adoption leave, which is similar to maternity leave. Paternity leave is available to any spouse or person who will also have responsibility for the child's upbringing. Only one person can take adoption leave and the spouse is entitled to paternity leave. The entitlement to adoption leave and paternity leave associated with the adoption of a child need not necessarily follow 'Mother' and 'Father' stereotypes.