

**[NAME OF CHURCH]**

**EMPLOYMENT CONTRACT – [NAME OF EMPLOYEE]**

**INTRODUCTION**

Following the Minister’s decision (with the approval of the PCC) that the Employee should be appointed to the role described in Clause 1 below and appropriate safeguarding checks having been carried out in respect of the Employee, the parties enter into this Contract to set out the terms of the Employee’s employment by the PCC.

**AGREED TERMS**

**1. PARTICULARS**

<b>Name and Home Address of the Employee:</b>		
<b>Date Employment Commenced:</b>		
<b>Job Title:</b>		
<b>Current Salary:</b>	£ per annum	
<b>Fee for occasional services:</b>	<b>Weddings</b>	£
	<b>Funerals</b>	£
	<b>Additional Fee (if any) for Audio Recording</b>	[EITHER STATE “N/A” OR SPECIFY ADDITIONAL FEE]
	<b>Additional Fee (if any) for Video Recording</b>	[EITHER STATE “N/A” OR SPECIFY ADDITIONAL FEE]
<b>Additional fee for audio recording of funerals and weddings</b>	[ %] or [if not applicable, delete this row altogether]	
<b>Additional fee for video recording of funerals and weddings:</b>	[ %] or [not applicable, delete this row altogether]	

**2. DEFINITIONS**

- 2.1 In this Contract there are references to Canons of the Church of England. Unless expressly provided otherwise, a reference to any such Canon is a reference to it as amended, extended or re-enacted from time to time. Currently the Canons may be viewed on-line via this web page: [www.churchofengland.org/about-us/structure/churchlawlegis/canons.aspx](http://www.churchofengland.org/about-us/structure/churchlawlegis/canons.aspx)
- 2.2 In this Contract, words and expressions in the left hand column of the table below shall have the meanings set out opposite them in the right hand column.

<b>“the Choir”</b>	the choir of the Church
<b>“the Church”</b>	[insert the name and postal address of the Church]
<b>“the Principal Festivals”</b>	Christmas Day, Epiphany, the Annunciation of the Blessed Virgin Mary, Easter Day, Ascension Day, Whitsunday or Pentecost, Trinity Sunday and All Saints’ Day [AMEND LIST AS APPROPRIATE, EG TO ADD FURTHER FESTIVALS AT WHICH EMPLOYEE WILL DEFINITELY BE REQUIRED TO PLAY, PERHAPS A PATRONAL FESTIVAL]
<b>“the Minister”</b>	[insert the name of the current incumbent] or such other person who is from time to time the minister of the Church (including a priest-in-charge, where applicable)
<b>“the Parish”</b>	the ecclesiastical parish relating to the Church and the PCC
<b>“Particulars”</b>	the information contained in the table in Clause 1 of this Contract
<b>“the PCC”</b>	the parochial church council of the Parish

### 3. NAME OF EMPLOYER

The Employee’s employer is the PCC.

### 4. COMMENCEMENT OF EMPLOYMENT

The Employee’s employment with the PCC began on the date specified in the Particulars. The Employee’s continuous employment with the PCC also began on that date.

### 5. GENERAL DUTIES

- 5.1 The Employee's job title is stated in the Particulars.
- 5.2 The Employee's duties are more particularly described in the job description contained in the Schedule to this Agreement, which may be amended as the PCC reasonably deems appropriate from time to time except that (without the Employee's prior written consent) no amendment may be made that results in a material increase in the Employee's working time commitment.
- 5.3 For so long as the Employee is employed by the PCC, the Employee shall:
- (a) unless prevented by ill-health, devote such time to his/her work for the Church as may be necessary for the full and prompt performance of his/her duties under this Contract;
  - (b) diligently exercise such powers and perform such duties as may from time to time be assigned to the Employee;
  - (c) use the Employee's best endeavours to support the work of the Minister, the PCC and the Church;
  - (d) render the Employee's services in a professional and competent manner and in willing co-operation with others;
  - (e) recognise the authority of the Minister in all matters relating to the conduct of services, including what parts are to be said and sung respectively and the amount of musical elaboration suited to the needs of the congregation;
  - (f) comply with (i) all reasonable and lawful instructions given to the Employee by the Minister and the PCC; and (ii) any rules, policies and procedures notified to the Employee by the Minister and the PCC from time to time;
  - (g) promptly give to the Minister and the PCC (in writing if so required) all such reasonable information, explanations, reports and assistance as they may reasonably require in connection with the Employee's work for the Church;
  - (h) co-operate with any criminal record and DBS checks that the PCC reasonably requires from time to time in order to comply with safeguarding requirements and good safeguarding practice;
  - (i) undertake safeguarding training at periodic intervals, when reasonably required by the PCC;

- (j) at all times fully comply with the security arrangements in relation to the Church and take all reasonable steps to avoid theft of or damage to Church property;
- (k) promptly report to the Minister any wrongdoing on the part of the Employee in connection with his work for the PCC;
- (l) immediately disclose to the Minister in writing any criminal convictions, cautions, court orders, reprimands and warnings which may affect the Employee's suitability to work with children (whether received before or during the Employee's employment by the PCC); and
- (m) **[IF IN CHARGE OF THE CHOIR]** not admit any person to or dismiss any person from the Choir, except with the prior approval of the Minister.

## **6. CANONS OF THE CHURCH OF ENGLAND**

The provisions of Canons B1, B20 and B35 (as in force at the date of this Contract) shall be deemed to be incorporated into this Contract as if they were expressly set out herein and the other clauses of this Contract shall be construed consistently with the said Canons. The parties acknowledge that by virtue of the said Canons:

- 6.1 It is the responsibility of the person conducting the service to have a good understanding of the forms of service used and to endeavour to ensure that the worship offered glorifies God and edifies the people.
- 6.2 The Minister should pay due heed to the Employee's advice and assistance in the choosing of chants, hymns, anthems, and other settings, and in the ordering of the music of the Church, but at all times the final responsibility and decision in these matters rests with the Minister.
- 6.3 It is the duty of the Minister to ensure that only such chants, hymns, anthems, and other settings are chosen as are appropriate, both the words and the music, to the solemn act of worship and prayer in the House of God as well as to the congregation assembled for that purpose; and to banish all irreverence in the practice and in the performance of the same.
- 6.4 When a wedding is to take place in the Church, the Minister has final decision-making responsibility regarding what music shall be played and what hymns or anthems shall be sung.

## **7. OUTSIDE WORK**

The Employee is free to engage in other work whilst employed by the PCC (paid or voluntary) provided that such work does not prevent the Employee from fully discharging his/her duties under this Contract and does not bring the Church into disrepute.

**8. PRIVATE USE OF THE ORGAN**

The Employee may use the Church's organ for the Employee's own private practice and for the purposes of teaching the Employee's private pupils, subject to the prior consent of the Minister regarding the timing of such usage and to the Employee's compliance with any necessary safeguarding measures. The Employee may not permit any other person to use the Church's organ, without the Minister's prior consent.

**9. EXPENSES**

The Employee is not entitled to be reimbursed in respect of expenses incurred in the course of the Employee's work for the Church, without the prior written approval of the Minister (including as to the amount of the proposed expenditure).

**10. OCCASIONAL SERVICES**

10.1 The Employee shall use all reasonable efforts to make himself/herself available to play at weddings, funerals and other occasional services taking place at the Church, where organ music is required and the Employee shall make time available to discuss with the family involved the music they wish to be played.

10.2 The Employee shall be paid for weddings, funerals and other occasional services at the rates from time to time specified by the PCC, which in the case of weddings and funerals shall not be less than those set out in the Particulars. Unless otherwise stated in the Particulars, the fee shall be deemed to include payment for any audio or video recording made of the Employee's playing at the service.

10.3 If the Employee is unable to play at any occasional service then the Employee should notify the Minister as soon as possible and use the Employee's reasonable endeavours to find a suitable substitute to play instead. The substitute shall be paid by the PCC.

10.4 If those for whom an occasional service is being held desire that the organ should be played by a relative or friend rather than by the Employee or that there should be other music at the service (e.g. recorded music), the Minister shall be entitled to permit that. In those circumstances, the PCC shall pay the Employee the normal fee that the Employee would have received if the Employee had been playing at the service in question. For the avoidance of doubt, if there is no music at all at the service, the Employee shall not be entitled to a fee.

10.5 All fees payable under this Clause shall be paid within 30 days after the relevant service and shall be subject to such deductions in respect of income tax and national insurance contributions as the PCC is required to make by law.

**11. VIDEO AND AUDIO RECORDINGS**

- 11.1 The Employee may not arrange for the Employee's playing at the Church to be filmed or otherwise recorded without the prior consent of the Minister (such consent not to be unreasonably withheld).
- 11.2 The PCC may not arrange for or authorise the Employee's playing at the Church to be filmed or otherwise recorded without the Employee's prior consent (such consent not to be unreasonably withheld).

**12. LOCATION**

The Employee will work at the Church and such other places as may be agreed in writing between the Minister and the Employee from time to time.

**13. REMUNERATION**

- 13.1 The Employee's salary will be paid net of statutory deductions (partly in advance and partly in arrears) at monthly intervals on or about the [XX] day of every calendar month.
- 13.2 Payment of salary will be made by credit transfer to the Employee's personal bank account or to such other account as the Employee may specify in writing.
- 13.3 Any benefits provided to the Employee by the PCC other than those set out in this Contract of Employment are provided strictly on an ex-gratia basis and the PCC has no contractual obligation to the Employee in respect thereof.

**14. HOURS OF WORK**

The Employee shall work such hours as are reasonably necessary for the proper performance of his/her duties, including for the preparation and planning of the Church's music; attending meetings concerning music and the liturgy; and rehearsing, playing and directing music in services.

**15. HOLIDAY ENTITLEMENT**

- 15.1 The PCC's holiday year runs from 1 January to 31 December.
- 15.2 The Employee is entitled to six weeks' holiday each year.

- 15.3 Unused holiday entitlement may not be carried forward from one holiday year to the next, unless otherwise agreed by the Minister (such agreement not to be unreasonably withheld).
- 15.4 Timing of holidays is subject to the approval of the Minister. The Employee may not take holidays in the week including Easter Sunday nor the week including Christmas Day.
- 15.5 The Employee is responsible for helping the Minister to finding a suitable substitute who is able and willing to cover the Employee's work when the Employee wishes to be away on holiday. Substitutes will be paid by the PCC. The Employee recognises that if any necessary safeguarding checks on a substitute cannot be completed before the Employee's requested holiday period, the Employee may not be able to take the requested holiday period. For that reason, the earlier the Employee makes a holiday request the better.
- 15.6 On joining and leaving the employment of the PCC, the Employee's holiday entitlement is pro rated by reference to the number of days in the relevant holiday year that the Employee is employed by the PCC.
- 15.7 The PCC may require the Employee to take all or any of his/her unused holiday entitlement during the Employee's notice period.

## **16. SICKNESS OR INJURY**

- 16.1 On the first day of absence from work due to sickness or injury the Employee should contact the Minister stating the reason for his/her absence and, if possible, the expected date of return. If the Employee has not returned to work by the third working day, the Employee should write to the Minister confirming the reason for the Employee's continuing absence and the Employee's expected date of return. If on the seventh consecutive day of absence (including Saturdays and Sundays) the Employee is still unable to work the Employee should obtain a Doctor's Certificate and send this to the Minister and further certificates should be provided thereafter so that the Employee's whole period of absence is covered by such certificates. If the Employee finds that he/she is unable to return to work on any expected date he/she should contact the Minister.
- 16.2 If the Employee is absent from work due to illness or injury, he/she should use reasonable endeavours (so far as he/she is able) to assist the Minister in finding a suitable substitute who can cover his/her work when he/she is away.
- 16.3 On the Employee's return to work after a period of sick leave, he/she should complete and sign a Self-Certificate Declaration (SCD) form (available from the Minister). The completed form should be returned to the Minister on the Employee's first day back at work. The PCC's sickness and absence records are based on these forms and the Employee's completed form will constitute the Employee's claim for pay during the period of absence. Any false or

inaccurate statement made by the Employee on an SCD form could amount to serious misconduct.

- 16.4 Subject to compliance with the foregoing, the PCC will pay the Employee Statutory Sick Pay ("SSP) in accordance with the current legislation.
- 16.5 Any sickness benefit or other Social Security benefit (apart from SSP) received or receivable by the Employee during any period of absence through sickness or injury must be notified to the PCC and will be deducted from any payments to which the Employee is then entitled.
- 16.6 The PCC may require the Employee at any time to undergo medical examination by a medical adviser appointed by the PCC and the Employee will authorise the medical adviser carrying out any such examination to disclose to the PCC the results of the examination.

#### **17. PENSIONS ACT 2008**

The PCC will make pension contributions in respect of the Employee when required to do so by law and at the rates specified by law.

#### **18. PROBATIONARY PERIOD**

- 18.1 The first six months of the Employee's employment with the PCC is probationary. During the Employee's probationary period, the Employee's employment may be terminated by either party giving the other not less than one week's notice in writing.
- 18.2 The PCC may at any time during the Employee's probationary period give the Employee written notice that the Employee's probationary period is being extended for a further three months, in which event on the expiry of the initial six month period the Employee's probationary period will be extended for a further three months.

#### **19. TERMINATION OF EMPLOYMENT**

- 19.1 After the expiry of the Employee's probationary period, the Employee may terminate his/her employment by giving the Minister (on behalf of the PCC):
- (a) one month's written notice; or
  - (b) one week's notice in writing per complete year the Employee has served with the PCC subject to a maximum of 12 weeks' notice,

whichever is the greater.

- 19.2 After the expiry of the Employee's probationary period, the Employee's employment may be terminated by the Minister giving the Employee:
- (a) one month's written notice; or
  - (b) one week's notice in writing per complete year the Employee has served with the PCC subject to a maximum of 12 weeks' notice,
- whichever is the greater.
- 19.3 If the Employee is guilty of gross misconduct, the Minister will be entitled to terminate the Employee's employment without notice (or pay in lieu of notice).
- 19.4 Termination of the Employee's employment by the Minister under Clauses 19.2 and 19.3 shall require the approval of the PCC, unless the archdeacon of the archdeaconry in which the Parish is situated or (where the Minister is also archdeacon of the archdeaconry concerned) the bishop of the diocese, considers that the circumstances are such that the requirement as to the agreement of the PCC should be dispensed with.
- 19.5 The Employee may be required to take any accrued but unused holiday entitlement during his/her notice period.
- 19.6 Upon the termination of the Employee's employment (for whatever reason):
- (a) The Employee must immediately return to the PCC all Church property within his/her possession or under his/her control (including any mobile phone, computer, credit cards, church keys, music and any correspondence, notes, reports, records, accounts or other documentation of any description relating to the affairs of the PCC or the Church);
  - (b) The Employee must irretrievably delete any information relating to the Church that is stored on any computer belonging to him/her or any digital data storage device owned by him/her; and (if requested to do so) the Employee shall provide written confirmation that he/she has complied with this Clause); and
  - (c) The Employee's season ticket loan (if any) and any other sums then owing by the Employee to the PCC will be repayable forthwith.
- 19.7 The PCC may require the Employee to serve all or any part of his/her notice period at home and not come into work. Any such period is hereinafter referred to as "garden leave". Throughout any period when the Employee is on garden leave:

- (a) The PCC shall be under no obligation to assign any duties to the Employee and may assign some or all of the Employee's duties to another person.
- (b) The PCC may exclude the Employee from the Church or any premises of the PCC.

**20. CHURCH PROPERTY**

All music, documents, books and software provided for the Employee's use by the PCC in connection with his/her work for the Church, and any data or documents (including copies) produced, maintained or stored by the Employee on the PCC's computer systems or other electronic equipment (including mobile phones), shall be and remain the property of the PCC.

**21. DISCIPLINARY RULES AND GRIEVANCE PROCEDURE**

- 21.1 A copy of the PCC's disciplinary and grievance procedures may be obtained from the Minister. The procedures are not contractual and may be amended by the PCC from time to time.
- 21.2 The following are non-exhaustive examples of gross misconduct: (a) theft, fraud or dishonesty; (b) any actual, attempted or threatened act of violence or aggression towards people or property (including causing deliberate damage to the Church's property); (c) incapability through alcohol, non-prescribed drugs or other substances; (d) serious neglect of duties; (e) serious insubordination; (f) serious breach of any of the Church's policies, procedures or rules; (g) misuse of confidential information; (h) serious breach of health and safety regulations; (i) any behaviour that constitutes a criminal offence under the sexual offences legislation; (j) indecent, offensive, abusive, bullying or harassing behaviour towards any person with whom the Employee has dealings or contact during the course of the Employee's work for the Church; (k) conviction of a criminal offence which in the reasonable opinion of the PCC adversely affects the Church's work or reputation, adversely affects the Employee's suitability for the work which the Employee performs or otherwise renders the Employee's continued employment untenable; (l) unauthorised signing of documentation committing the PCC or the Church to any financial obligation or exceeding the Employee's authority in any other way; and (m) falsifying records or expense claims.

**22. CONFIDENTIAL INFORMATION**

The Employee may not either before or after the termination of his/her employment disclose to anyone any confidential information relating to the Church, its officers, employees, choristers or parishioners except: (a) in the proper course of the Employee's duties; (b) as ordered by a court of competent jurisdiction; or (c) with the permission of the person to whom the information relates. (For the purposes of this clause the expression "confidential information" includes, without limitation, the names and contact details of any of the Church's officers, employees, choristers or parishioners.)

**23. EMPLOYMENT PARTICULARS**

This contract contains the particulars relating to the Employee's employment which the PCC is required to provide by the Employment's Rights Act 1996. There are no particulars to be entered under paragraphs (j) (collective agreements affecting the employment) and (k) (employee required to work abroad for a period of more than one month) of sub-section (4) of Section 1 of that Act.

**24. DEDUCTIONS FROM WAGES**

By signing this agreement, the Employee expressly consents to the PCC deducting from the Employee's wages or any other sums payable to the Employee during, on or after the termination of the Employee's employment: (a) any sums the Employee owes the PCC, including the balance owing in respect of any season ticket or other loan; (b) if the Employee has taken more than the Employee's accrued holiday entitlement, pay in respect of holiday taken over and above the Employee's accrued entitlement; (c) over-claimed or disallowed expenses; (d) any overpayment made to the Employee by the PCC or any payment made by mistake; (e) any cash floats not repaid by the Employee at the end of the Employee's employment; (f) the cost of replacing any equipment that is lost, stolen, damaged or not returned by the Employee during or at the end of the Employee's employment; (g) any costs incurred as a result of the Employee's failure to return equipment (e.g. replacement of locks due to non-return of keys); and (h) any costs incurred in the repair or replacement of equipment returned damaged by the Employee.

**25. ELECTRONIC COMMUNICATIONS SYSTEMS**

The Employee consents to the PCC monitoring and recording any use that the Employee make of the PCC's electronic communications systems (if any) for the purpose of ensuring that the PCC's rules are being complied with and for other legitimate purposes.

**26. PREVIOUS CONTRACTS**

This contract sets out the terms and conditions upon which the Employee is currently employed by the PCC. This contract supersedes and replaces all previous agreements between the Employee and the PCC relating to the Employee's employment, none of which such previous agreements shall have any further effect.

**27. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This contract shall be enforceable by the Minister.

**28. VARIATIONS**

This contract may only be varied with the written consent of both parties.

**THE SCHEDULE: JOB DESCRIPTION  
(non-contractual)**

*PCC to adapt this schedule to fit their requirements*

1. To play the organ at the morning and evening services each Sunday.
2. To play the organ at services on the Principal Festivals (as defined in Clause 2 of this Contract).
3. To play the organ at other public services when reasonably requested to do so by the Minister.
4. To prepare music lists for approval by the Minister.
5. **EITHER** [To accompany the Choir at choir practices, when required to do so by the Church's the director of music/choirmaster/choir director.] **OR** [To train the Choir and to arrange and conduct suitable practices.
6. When requested to do so by the Minister, to attend meetings of the PCC and its sub-committees.
7. To be responsible for the supervision of the care and maintenance of the Church's organ and other musical instruments.

**[NAME OF CHURCH]**

**Contract of Employment**

**Signed by the Minister, for and on behalf of  
THE PAROCHIAL CHURCH COUNCIL:**

**Date:**

**Signed by THE EMPLOYEE:**

**Date:**