

THE UNITED REFORMED CHURCH: YORKSHIRE SYNOD

GUIDELINES FOR TERMS OF SETTLEMENT

Preamble

1. When negotiations are taking place to declare permission to seek ministry, part of the pastoral concern of the Synod is to agree with the pastorate the Terms of Settlement which will apply when a new minister is called. Permission to seek ministry will be granted only with the assurance that the proposed Terms of Settlement are in order.
2. These proposed Terms of Settlement are to be agreed by the Synod Pastoral Committee and can then be included with the Pastorate Profile to be shared with a prospective minister.
3. When the pastorate is in discussion with a prospective minister and reaches the point of wanting to issue a call, the Interim Moderator will ensure that the Terms of Settlement based on the draft terms are refined in negotiation with, and signed by the pastorate, minister, and interim moderator, and submitted to the Pastoral Committee for final signature and concurrence of call.
4. Clause 10 of the document is included to enable Synod to alter the nature and composition of a pastorate if the need arises during the period of a ministry. It also enables a pastorate and minister to vary the details of the terms of settlement by mutual agreement and with the consent of the Synod as and when necessary. Synod has decided that it will require all ministers and pastorates to consent to the possible re-scoping of their pastorate during the term of a particular ministry as stated in Clause 11.

Procedures to be followed in drawing up the Terms of Settlement

- A. The Synod Pastoral Committee will send one copy of this document to the Church Secretary (or Secretaries in a group or joint pastorate).
- B. The pastorate fills it in, with the help of the Interim Moderator(s), and sends the draft as part of the pastorate profile to the Convener of the Synod Pastoral Committee. The Convener then:
EITHER
 1. returns the draft to the Church Secretary and notifies the Pastoral Committee that it is satisfied,OR
 2. alters the draft and discusses the proposals with the pastorate, eventually reaching stage 1 above.
- C. This draft is used to negotiate with a candidate. When a final form is agreed, it is signed by the minister, the Church Secretary/ies, Church Treasurer/s, the Interim Moderator and returned to the Secretary of the Pastoral Committee for signature on behalf of Synod by the Convener/Secretary or, in exceptional circumstances, by an Area Representative. One fully signed copy is then returned to the minister, one to the Pastorate and one is held by the Pastoral Committee. The Pastoral Committee is notified that everything is in order to proceed to granting concurrence.

Appendix 5 Terms of Settlement

Draft Terms of Settlement should be considered by the Synod prior to declaring a vacant post, and then later discussed with any prospective minister. Agreed Terms of Settlement can also assist the process of monitoring during a ministry, and form the basis of any agreed changes. Terms of Settlement are a local expression of the Plan for Partnership, which is the basis on which ministers act as office holders within the Church. The latest edition of the Plan for Partnership for Ministerial Remuneration can be found on the URC website www.urch.org.uk. <http://www.urch.org.uk/ministry/ministries/resource-documents.html>



Settlement Agreement - Stipendiary Ministers of Word & Sacraments

This Settlement Agreement is made between

[.....]
("the Synod")

AND

[.....]
("the Pastorate")

AND

[.....]
("the Minister")

1. General

The Synod, Pastorate and Minister will be bound by the Plan for Partnership in Ministerial Remuneration ("Plan for Partnership") and the provisions of the Basis of Union. The Minister and the Elders of the Pastorate will exercise their respective ministries in accordance with the relevant Guidelines for Conduct and Behaviour.

2. Scope

The pastorate has been declared to be a [*full-time/part-time*] scope by the [.....] Synod. [*It is not a time-limited appointment/It is a post limited by time to years/ and is subject to review after years*].

The Synod and the Pastorate will honour General Assembly's 2010 Resolution that the ministerial working week for a full-time scope (and reduced pro-rata for part-time scopes), translated into hours over a four-week period, should be not less than 160 hours and not more than 192 hours.

The appointment will commence on [.....]

3. Stipend

The Minister will receive the stipend appropriate for a position of this scope from the Maintenance of the Ministry payroll office. The stipend will be paid without supplement. Other payments (such as Children's Allowances and Housing Allowances) will be paid in accordance with the Plan for Partnership.

4. Housing

The Minister will live from the week commencing [.....] in the manse provided at [.....].

The property is provided for the exclusive occupation by the Minister and [*his/her*] immediate family for the duration of the period of ministry, for the better execution of their duties as a Minister. The Minister is expected to exercise reasonable stewardship of the property. The Minister is responsible for repairing any uninsured damage to the property, other than normal wear and tear, and for returning the property in the condition it was received when the property is vacated, viz. clean, tidy, in good order and empty of personal possessions. The Minister is also expected to keep all gardens belonging to the Manse in a good and tidy order.

The Minister will co-operate with the Pastorate and Synod in allowing reasonable access to the Manse for maintenance and annual inspection. The Minister will report to the [*Elders' Meeting/Synod*] and matter that could lead to the deterioration or damage to the property and any defect that may present a Health and Safety risk to occupiers or visitors to the Manse.

No person may operate a business from the Manse unless specifically agreed in writing by the Synod Trust Company.

The [*Pastorate/Synod*] will pay the Council Tax, Water Rates and any other tax(es) on the manse. The [*Pastorate/Synod*] will insure the building and accepts responsibility for the maintenance and decoration of the manse. The [*Pastorate/Synod*] will obtain an annual Gas Safety Certificate.

The provision of heating, lighting, carpets and curtains are the Minister's responsibility.

[AND Specific terms relating to a Synod's Manse Policy may be added here, with appropriate and necessary amendment to the standard terms above.]

[OR The Minister will live in a house within the pastorate area, towards which the [Pastorate/Synod] will pay a Housing Allowance in accordance with the Plan for Partnership.]

5. Travel

The Pastorate will reimburse the Minister for using [his/her] own vehicle for business purposes and will be reimbursed at the rates advised from time to time by the URC Finance Committee. At the time of entering this agreement, the rate payable is 45p per mile of business use up to 10,000 miles per year, and 25p per mile thereafter. The Minister will keep a log of all mileage incurred for business purposes. The Pastorate will also pay a Fixed Car Allowance in accordance with the Plan for Partnership for Ministerial Remuneration. At the time of entering this agreement the allowance is £1200 p.a., subject to a deduction for tax and National Insurance paid to the Minister in twelve equal monthly instalments through the Maintenance of the Ministry Payroll Office.

[OR The Pastorate will provide a car for the Minister and will be responsible for all maintenance, servicing, repairs, tax and insurance. The Minister will reimburse the Pastorate for all private mileage at the rate advised from time to time by the URC Finance Committee.]

Other travelling expenses will be reimbursed on the basis of costs actually incurred, upon submission of a written claim, and subject to annual review in the light of recommendations from the Synod and/or the URC Finance Committee.

6. Administration, telephones and computer

The Pastorate will reimburse the Minister for all administrative expenses, including stationery and postage, upon submission of a written claim. Telephone(s) and access to the internet via broadband will be provided by the Pastorate. Details of telephone services including broadband will be agreed prior to the Induction. The Minister will reimburse the Pastorate for private telephone calls.

A computer will be provided by the Pastorate, and should be upgraded or replaced to an appropriate modern standard at intervals throughout the period of ministry. Specification for the computer will be negotiated and agreed initially prior to induction.

7. Reimbursement of Expenses

[For the purposes of expenses, shared costs relating to the Manse, car, and administration, etc. shall be split in the proportion of X% (X URC): Y% (Y URC): Z% (Z URC). Shared costs should be claimed by the Minister from the Treasurer at X URC. Expenses relating solely to one identifiable congregation within the pastorate should be claimed from the Treasurer at that church.]

The Minister shall submit a written claim for the reimbursement of expenses wholly, necessarily and exclusively incurred in the performance of the Minister's duties on an agreed regular basis and not less than quarterly. Except for minor expenditure, all claims should be accompanied by a receipt. The Pastorate will reimburse properly claimed expenses without undue delay.

8. Education for Ministry

All United Reformed Church Ministers of Word and Sacraments are expected to undertake annual study as part of their Education for Ministry and will support the Minister in taking leave for this purpose.

When a Minister moves from one placement/appointment to another they may take, by agreement with the relevant Synod Officers, up to four weeks Education for Ministry time in that year (rather than the normal two weeks' allocation) to allow them to undertake specific learning that will assist their induction into the new post/appointment.

During the rest of their ministry, Ministers are strongly urged to devote two weeks per year to Education for Ministry (Report to General Assembly 1998, pages 124 and 126).

The Pastorate will encourage the Minister to attend an annual Synod School, for which the [*Pastorate/Synod*] will pay.

The Pastorate will encourage the Minister to take Sabbatical Leave as recommended in the Plan for Partnership.

For any Sundays involved in the provision above, the Pastorate is responsible for arranging and paying for pulpit supply.

The Pastorate will offer an annual allowance of £250, payable against actual expenditure on books, resources and computer software.

9. Mandatory training

All active United Reformed Church Ministers of Word and Sacraments are expected to undertake mandatory training as part of their Education for Ministry. This will include Safer Sacred Space Boundary training (Mission Council November 2013) and Safeguarding Training (GA 2018).

Pastoral Supervision (Mission Council July 2020) is also a mandatory requirement and the minister is expected to arrange pastoral supervision in line with guidance from URC Ministries Department. The minister and supervisor are expected to share their agreement with the Synod Moderator [*or nominated person*] who will report annually to the Secretary for Ministries. The pastorate agrees to pay X% of the cost of supervision in the proportions agreed in paragraph 7, and will reimburse the full cost to the minister on production of an invoice and claim back the other 100-X% annually from central funds.

10. Holidays and regular days off

The Pastorate will honour recommendations for regular weekly days off and will follow recommendations regarding holidays in the Plan for Partnership (*note iii*) – viz. five full weeks' holiday per year (including five Sundays) plus one additional holiday Sunday.

The Minister will be encouraged to nominate a day as a regular day off.

11. Sickness and Compassionate Leave

Ministers are reminded that they should notify their Synod Office and the MoM Office if they are unable to work for more than three days due to sickness. This enables the proper records to be maintained.

The first seven days of sickness may be self-certified (by letter, email or telephone) but after that all continuing sickness must be covered by a doctor's statement of fitness for work ('Fit note'). Copies of these notifications should be sent to the Synod Moderator and MoM Office.

Both MoM and Synod offices should also be informed when the minister returns to work after a period of certificated absence.

In cases where the Minister is not off sick but there may be a genuine need for compassionate leave, the Minister should contact their Synod Moderator who may, in appropriate circumstances, grant up to fourteen days' leave. Again, this allows for good record keeping as well as pastoral care of both the Minister and the Pastorate. It is not sufficient to simply ask the local church for permission or indeed to go absent without permission.

12. Renegotiation and Review

The Pastorate and minister are willing to re-negotiate these terms of settlement during the course of a ministry at the request of the Synod through the Synod Pastoral Committee.

In particular, it is recognised that, following appropriate consultation, an alteration to the scoping of the pastorate may be necessary during the course of the ministry. Any suggested changes from the pastorate or the minister will be subject to the agreement of the Synod through the local Synod Pastoral Committee.

13. The wider United Reformed Church

The pastorate acknowledges that ministers are ministers of the whole United Reformed Church and have a responsibility to serve the wider church as well as their own local pastorate. Requests for specific pieces of wider service will be discussed between the Elders' Meetings and the minister.

Signed _____ Minister

_____ [for the Pastorate]

_____[for the Synod]

Date _____