

**Contract of Service (employed)**

for use in Church of England, Roman Catholic and Non-Conformist churches

**Agreement for the Appointment of a Director of Music**

*Where an asterisk \* appears in the text, delete as necessary.*

*Organists and Directors of Music can obtain detailed advice from the ISM website (ism.org).*

An agreementbetween

1. the Minister/Vicar/Priest/Incumbent (the Minister) of ………………………………………………..…..……… …………………………………………………………………………………………………………….. Church, (the Church),
2. the Parochial Church Council/Diocese/Church Meeting of ……………………………….……………………..... ……………………………………………………………………………………………………..…………………, (the Council),

who are the jointly the Employers, and

(iii) ............................................................... of ......................................................., (the Director of Music)

Appointment

1 The Minister with the agreement of the Council appoints ................................................................. ....................................................................................................... as Director of Music in the Church.

2 This employment commenced on ........................................................................................................

3 The Director of Music’s period of continuous employment for the purposes of the Employment Rights Act 1996 started on ....................................................................................................................

Place of work

4 The Church shall be the principal place of work.

Duties

5 (a) Subject to clause 14 below and subject to the general direction and control of the Minister, the Director of Music shall be responsible for the care, control and general oversight of all the music in the Church.

 (b) The Director of Music shall play the organ\* and direct the choir/instrumental group\* at all the ordinary weekly services listed in Schedule A attached to this Agreement.

 (c) The Director of Music shall play the organ\* and direct the choir/instrumental group\* at all the Services on the Holy Days of the Church listed in Schedule B attached to this Agreement.

 (d) The Director of Music shall attend the meetings of the Council and its sub-committees where music and the liturgy are to be discussed.

 (e) The Director of Music shall be responsible for the supervision of the care and maintenance of the Church's organ and other musical instruments.

 (f) The Director of Music shall be responsible for matters relating to the membership of the choir/instrumental group, subject to the approval of the Minister.

 (g) \*The Director of Music shall be responsible for the training of the choir/instrumental group and shall arrange regular rehearsals for this purpose.

Music in the church

6 The Minister will consult the Director of Music on all matters relating to the music in the Church.

Hours

7 The Director of Music will be expected to work such hours as are reasonably necessary for the proper performance of his/her duties, for the preparation and planning of the music, attending meetings concerning music and the liturgy, rehearsing, playing and directing for the services listed in Schedules A and B, subject to at least one day off per week.

Weddings, funerals and special services

8 Over and above the performance of his/her employed duties, the Director of Music shall have the sole right to play at all other services in the Church and to be paid an appropriate fee. Minimum rates are set out in Schedule C attached to this Agreement. The Director of Music may permit some other competent person to play at any such services but in that event the Director of Music shall still be entitled to receive the scheduled fee.

Salary

9 The Council shall pay to the Director of Music a salary of £ .......................................... per annum. This will be payable in equal monthly instalments in arrears by bank transfer/............................\* on or about the ....................................... day of each month.

Review

10 The Employers will review the salary in Clause 9 above and the minimum fees in Schedule C in consultation with the Director of Music annually on the anniversary of this Agreement.

Use of organ

11 The organ and other musical instruments shall be reserved for the sole use of, and the giving of lessons by, the Director of Music, and also for the practice of his/her pupils, assistants or deputies, at such times as will not interfere with the Services of the Church. The use of the organ shall not be granted to others without the consent of the Director of Music

Recordings

12 (a) No part of the Director of Music's performance shall be recorded, reproduced or transmitted in any manner or by any means whatsoever without the prior written consent of the Director of Music.

 (b) Notwithstanding paragraph 12(a) above and subject to the payment of an additional fee (which shall be 50% of the performance fee for a sound recording and 100% of the performance fee for a video recording), the Director of Music shall agree to the recording of his performance (pursuant to the Copyright, Designs and Patents Act 1988) for non-commercial purposes.

Holiday

13 The Director of Music shall be entitled to six weeks holiday in each calendar year or pro rata to be accrued on the basis of each full calendar month worked and to be taken at such times as shall be agreed between the Director of Music and the Minister. The Council shall defray the cost of paying a deputy when the Director of Music is on holiday.

Illness

14 If the Director of Music shall be incapacitated by illness from performing his/her duties, he/she will be entitled to be paid his/her full salary for up to ...................... weeks in any twelve month period. Thereafter he shall receive only Statutory Sick Pay, if eligible. If the Director of Music is absent for more than seven consecutive calendar days on account of illness, then, at weekly intervals during the whole period of absence, he/she shall produce a medical certificate to the Employers covering the period of absence.

Expenses

15 The Director of Music shall be entitled to a refund from the Council of expenses he/she has reasonably incurred in the course of his/her duties. He/she shall keep a record of such expenses and provide supporting receipts, vouchers or other documents. The Director of Music shall obtain the prior approval of the Council before incurring any large or unusual expenditure.

Termination

16 (a) This Agreement can be terminated either by the Minister with the agreement of the Council [\*unless the Archdeacon considers that the circumstances are such that the requirement as to the agreement of the Council should be dispensed with]giving at least three months' notice in writing to the Director of Music or by the Director of Music giving at least three months' notice in writing to the Minister and to the Secretary of the Council.

 (b) In the event of gross misconduct by the Director of Music, the Minister, with the agreement of the Council [\*unless the Archdeacon considers that the circumstances are such that the requirement as to the agreement of the Council should be dispensed with]may terminate this agreement and dismiss the Director of Music with immediate effect.

Disciplinary and grievance procedures

17 The disciplinary and grievance procedures set out in Schedule E shall apply to this employment but do not form part of this contract.

Church of England Canon law

18 \* This Agreement is at all times subject to the provisions of Canon B20 of the Canons of the Church of England.

Maternity/paternity/adoption/parental leave

19 Maternity and paternity leave and other rights are provided as required by statute.

Pension

20 \* The Council shall contribute to the Director of Music's pension scheme as detailed in Schedule D attached to this Agreement.

Additional terms

............................................................................................................................................................................

............................................................................................................................................................................

............................................................................................................................................................................

............................................................................................................................................................................

............................................................................................................................................................................

............................................................................................................................................................................

............................................................................................................................................................................

............................................................................................................................................................................

............................................................................................................................................................................

Signedon behalf of the Council

...............................................................Chairman of the Council Date ……...................................…………

Signed by the Minister

...........................................……………………………………….......…….. Date ……...................................…………

Signed by the Director of Music

...........................................……………………………………….......…….. Date ……...................................…………

**Appointment of a Director of Music**

**(Contract of Service)**

Schedule A

Weekly services at which the Director of Music shall play the organ and/or direct the choir/instrumental group pursuant to clause 2(b) of this Agreement

Day Time Type of Service

........................................... ........................................... ................................................................................

........................................... ........................................... ................................................................................

........................................... ........................................... ................................................................................

........................................... ........................................... ................................................................................

........................................... ........................................... ................................................................................

........................................... ........................................... ................................................................................

Schedule B

Services on Holy Days of the Church at which the Director of Music shall play the organ and/or direct the choir/instrumental group pursuant to clause 2(c) of this Agreement

Day Time Type of Service

........................................... ........................................... ................................................................................

........................................... ........................................... ................................................................................

........................................... ........................................... ................................................................................

........................................... ........................................... ................................................................................

........................................... ........................................... ................................................................................

........................................... ........................................... ................................................................................

Schedule C

Fees for additional services outlined in clause 8 above are negotiated by the parties concerned subject to the following minimum rates:

Minimum fee for special services £ ............................. per service including expenses

Minimum fee for weddings £ ............................. per service including expenses

Minimum fee for funerals £ ............................. per service including expenses

Schedule D

Details of the Council’s contributions to the Director of Music’s pension scheme.

............................................................................................................................................................................

............................................................................................................................................................................

............................................................................................................................................................................

............................................................................................................................................................................

............................................................................................................................................................................

............................................................................................................................................................................

............................................................................................................................................................................

Schedule E

Disciplinary procedure

1 If the Employers have a minor complaint about the Director of Music’s performance or conduct, they should, in the first instance, attempt to resolve the matter informally with the Director of Music.

2 If the complaint is considered sufficiently serious or if informal processes fail to produce the desired improvement, the formal procedures will be implemented. The Employers will notify the Director of Music in writing of the grounds of their complaint and invite him/her to a meeting with the Minister and representatives appointed by the Council to answer the complaint and discuss the matter. The Director of Music will be given adequate time to prepare for the meeting and have the right to be accompanied to it. After the meeting the Employers will decide whether or not to take disciplinary action and notify the Director of Music of their decision in writing.

3 The Director of Music shall have a right to appeal against the Employers’ decision. Any appeal should be made to the [\*Archdeacon or some other suitable person who shall be entirely independent of the Minister and Council].

Grievance procedure

4 If the Director of Music has a grievance concerning this employment, he/she should, in the first instance, attempt to resolve the matter informally with the Minister.

5 If these informal processes fail to produce the desired improvement, the formal procedures will be implemented. The Director of Music will put his complaint in writing to the Employers. The Employers will invite the \Director of Music to a meeting with the Minister and representatives appointed by the Council to discuss the matter. The Director of Music will have the right to be accompanied to it. After the meeting the Employers will take a decision on their response to the grievance and notify the Director of Music of their decision in writing.

6 The Director of Music shall have a right to appeal against the Employers’ decision. Any appeal should be made to the [\*Archdeacon or some other suitable person who shall be entirely independent of the Minister and Council].