

Contract for the engagement of an Organist

*[or Choirmaster, or Organist and Choirmaster, or Director of Music]**

1 General

This contract is between

.....*[name and address of the organist]*

and

.....*[name and address of the minister]*

(which includes my successors as*title and church*)

and the Parochial Church Council *[or equivalent body of trustees]* of*[name of church]*.

You are engaged as the *[organist or whatever title the church wishes to use]*

at*[name of church]* with effect from*[starting date]*.

NB: Your engagement is subject to a six-month trial period, after which it may be ended by either of us.

2 Scope

Your duties include:

- playing the organ at the*[morning and evening]* services each Sunday & at services on Ascension Day, Ash Wednesday, Maundy Thursday, Good Friday, Christmas Eve & Christmas Day *[delete as applicable]*;
- taking a choir practice on*[Friday evening, or other time]*, except in the weeks after Easter and Christmas, on Good Friday, and during the month of August; and directing the choir in rehearsal and performance;
- preparing music lists for approval by the minister.

3 Additional services

Where the church wishes to have additional services, you will be given as much notice as possible and be invited to play. You will be paid an additional fee for such a service. If you are unable to play, another organist may be engaged and paid directly.

4 Weddings and funerals

You are expected to make reasonable efforts to be available to play for weddings and funerals and similar services as required. If you are unable to play, you must notify the church as soon as possible to allow the minister to arrange for another organist to play.

The fee for playing for a wedding or funeral is £, which fee shall be reviewed from time to time. For a wedding, the fee includes time discussing music with the couple. The fee will be paid to you by the church within two weeks of the wedding or funeral. [NB: An additional fee is payable equal to 50% if an audio recording is made, and 100% if a video recording is made.]

If a couple or bereaved family want a friend or relation or another organist to play for a wedding or funeral, your agreement will be first sought. If you agree to another person playing the organ, you will nevertheless still be paid the fee as if you had played. The church will collect this fee and arrange for it to be paid to you promptly.

5 Payment

You will receive payment of £ a year, payable monthly in arrears. This will be paid by

.....*[method]*. The amount of pay will be reviewed each year with effect from 1 January.

The payment will be made subject to any deductions for tax, national insurance or other amounts we may be required to deduct by law, or which you authorise us to deduct.

You hereby authorise the PCC to deduct any sum owing to the PCC in respect of having taken more than your pro rata holiday entitlement in your final year.

You are not entitled to any payment for expenses unless this has been agreed in advance with the minister. You will be allocated a budget for buying choir music and similar incidental expenses.

6 Holiday

You are entitled to six weeks paid holiday per calendar year, or pro rata where you join or leave during the calendar year. You are not entitled to any further leave in respect of bank holidays. Any unused holiday may not be transferred to the next year.

You should give the maximum notice possible of your intention to take leave, which should normally be at least one month. You must make reasonable endeavours to find a suitable organist to play in your absence. The church will arrange any payment for such an organist. You will not take your holiday in the week before Easter or Christmas (including those festivals) unless the minister is satisfied that there are exceptional reasons to do so.

In your final year, your final payslip will be adjusted to add or subtract an amount equal to a day's pay for every day by which your pro rata entitlement exceeds or is less than the amount of leave actually taken.

You are not entitled to take unpaid leave in addition to your paid entitlement, unless this is allowed or required by law.

7 Sickness

If you are unable to perform any duties of the employment because of sickness or injury, you must notify the minister as soon as possible, stating the date on which you were injured or first became sick. If you are unable to make this notification yourself, you should try to find someone else to make it, and in any event, you should notify the minister as soon as you are able to do so.

You are entitled to such payment as may be payable as statutory sick pay. You may be paid an additional sum at the minister's discretion.

For an absence of more than one week, you should provide a medical certificate.

If you are absent more than four times in any period of 12 months, we may require you to be examined by a registered medical practitioner of our choosing.

8 Maternity and paternity

If you become a parent, whether through childbirth or adoption, you may be entitled to leave of absence and payment of statutory maternity pay, statutory paternity pay or statutory adoption pay. This will be paid in accordance with the rules of the scheme.

9 Private use of organ

You may use the organ for private practice whenever the church is not otherwise in use. No charge is made for this use. You will comply with all reasonable requests regarding security and other matters connected with the church premises.

You may also use the organ to give lessons, provided the times of those lessons have been previously agreed with the minister. If your student wishes to use the organ for private practice, the church will try to reach a reasonable agreement with the student to do so.

You are entitled to keep all fees you receive from giving lessons at[name of church].

10 Pension

The church does not operate a pension scheme.

11 Trade union

You are free to join any trade union you wish. No trade union is recognised for the purposes of collective bargaining in this employment.

12 Co-operation, grievance and discipline

You are required to co-operate reasonably with the minister and all other officers of the church. This includes being reasonably available for discussions as required. Conversely, the minister and other appropriate officers will co-operate with you and be reasonably available to discuss any issues you wish to raise.

You will comply with all relevant provisions and procedures in force relating to child protection. A copy of the child protection policy will be given to you.

You are free to engage in such other work, paid or otherwise and including playing at other churches, as you wish, provided that it neither prevents you discharging your duties under this contract nor brings the church into disrepute.

You are entitled to keep all royalty income from any music you compose or arrange while working for this church. If you receive any other payments or gifts arising from your work, you must declare that to the minister. You may keep such payments or gifts to the extent that they relate to additional duties not required by this contract.

If the church wishes to make or permit a professional recording of your music, to broadcast a service at which you are playing, or otherwise engage in trading which involves your music, you are entitled to an additional fee at an equitable rate.

You are not entitled to an additional fee for recordings made of your music solely to distribute as part of a service to members who are unable to attend in person.

If you have a grievance, you should normally seek to resolve this informally with the minister. If the issue is not resolved or if the matter is too serious for an attempt at informal resolution, you must follow the statutory grievance procedure. Conversely, if the minister has a concern about you, he will normally seek to resolve this informally with you. If the issue cannot be so resolved or is too serious for an attempt at informal resolution, the minister will follow the statutory disciplinary procedure.

In any grievance or disciplinary procedure, you have the right to be accompanied by a companion of your own choice.

13 Termination

You must give one month's notice of resigning from the post for any reason.

If we wish to end your employment, we will give you one month's notice (unless the law requires a longer period). This does not apply if you are summarily dismissed.

The retirement age for this position is 65.

14 Law

This contract is subject to English law, and the jurisdiction of the English courts and tribunals.

I have read and understood the above contract of employment and accept the terms contained therein.

Signed[organist or other title] Date

Signed (minister) Date

Signed (on behalf of the PCC) Date