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**Terms of Appointment (part time)**

Recommended Terms of Appointment to the office of Minister of a Baptist Church

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**THE BAPTIST UNION OF GREAT BRITAIN**

**RECOMMENDED TERMS OF APPOINTMENT**

**to the office of Minister of a Baptist Church**

**In applying these Terms of Appointment reference should be made to the accompanying notes**

**Introduction**

*These recommended Terms of Appointment for Baptist Ministers in part-time pastoral service have been prepared by the Ministries Team. They are recommended for use by churches and ministers.*

*These Terms of Appointment should be used to appoint a minister to the office of Minister of the church.  The minister will therefore be an “Office Holder”, which is legally distinct from being an “Employee” in a number of significant respects.  These recommended Terms of Appointment do not bring about a ‘contract of service’ or in any way affect the minister’s status as the ‘holder of an office’. It is essential that these terms are not amended in a way that might imply they are a contract of employment (e.g. adding a title of “Contract of Employment”, or stating an “Employment start date”). Including in the Terms of Appointment details of duties or any specific job description might also be construed as creating an employment relationship, so specific legal advice should be obtained before doing so.*

***A minister is classified as an ‘employed person’ for national insurance purposes only, and is subject to income tax under the PAYE system as the holder of an office.*** *For guidance relating to creating contracts of employment for non-ministerial roles, please see our* [*Guidance Leaflet: L08 Employment*](https://eur02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.baptist.org.uk%2Fresources%2FL08&data=04%7C01%7Cahughes%40baptist.org.uk%7Ce5152df78ad34f43eda308d9d9ac2f78%7Ca460c1e1ddb645a6a2b918582f5cccac%7C0%7C0%7C637780155812451122%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=cr6P5fJ3LiU%2BiNlUn2tKmtVs4YHeoCuzJwoB%2F7ZG6Ek%3D&reserved=0)*” Please note that it is a legal requirement for Ministers appointed as office holders to complete and submit to HMRC a tax return each year. This should include the Minister of Religion Schedule and not the Employment Schedule as the latter does not fit HMRC criteria for a minister of religion holding office. Please also note that the Minister of Religion Schedule is not available through HMRC online filing and so the minister must submit a hard copy of their tax return, unless they purchase and use commercially available software that enables an online submission.*

*The aims of these terms are to express the formal relationship between the office holder and the church which has called them. Good practice arises out of good relationships built on mutual trust. However when issues arise and trust is threatened, clear and mutually owned terms become doubly important in enabling trust to be restored and proper processes to be followed in good faith.*

*These should be regarded as minimum terms. Each church is at liberty (subject to Trust Deeds and Home Mission rules where applicable) to appoint a minister on whatever terms of appointment the church and the minister think to be appropriate. When an appointment has been agreed by the church trustees and the church members these terms should form a basis for discussion with the minister when the church has given a call to the pastorate.*

*Careful thought should be given before altering or amending the basic terms here recommended, particularly with regard to the payment of expenses. For example, it would not help the minister if the church were to inflate the stipend figure and neglect proper payment of expenses (including travelling) incurred by the minister in carrying out ministerial duties.*

*Employment legislation would apply to any secular employment engaged in by the minister without prejudicing the holding of a ministerial office, and legal advice should be obtained before any final draft is signed by the church*.

1 The appointment of [name] is to part-time service and is to commence on [date]. It may be terminated by the minister on three months’ notice or by the church (subject to the remainder of this clause and clause 10 below) on [six] months’ notice, such notice to expire at any time.

If a motion to terminate the appointment is to be considered by the church members’ meeting, the minister has the right for a Regional Minister to be present and able to advise the meeting; and/or a minister of their choice to support them.

It is a condition of appointment that the minister undergoes an enhanced DBS check with barred list indicating that he/she is not unsuitable for working with children, young people and adults at risk.

It is a condition of the appointment that the minister undertakes the safeguarding training requirements as specified by the Ministerial Recognition Committee of the Baptist Union.

If the minister is a trainee Recognised Local Minister, once the period of training has been confirmed as complete by their Regional Association, a church members’ meeting may consider whether to reaffirm or terminate the appointment. The church members’ meeting may also consider the appointment if the trainee Recognised Local Minister fails to complete the training within three years of the start of their training.

In the event of serious misconduct, a serious breach of duty by the minister, the removal of the minister’s name from the Register of Nationally Accredited Ministers of the Baptist Union of Great Britain, or the removal or their Recognised Local Minister status by the Regional Association, the church shall have the right to terminate the appointment without notice.

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

2 It is agreed that the minister

2.1 shall give not less than [days] per week for the performance of his/her duties, it being understood that the minister will normally conduct at least [number] services at [name of church] during each calendar year.

2.2 may participate in Continuing Ministerial Development (CMD) as outlined in the Baptist Union’s CMD handbook. This specifically includes time for ongoing learning; supervision, spiritual direction or their equivalent; sabbatical leave; attendance at both the Baptist Assembly and an annual Regional Association minister’s conference; and, where appropriate, engagement with the Newly Accredited Ministers programme or the Recognised Local Minister training programme. Involvement in these shall be without loss of stipend on a pro rata basis.

3 The church shall pay to the minister a stipend of £ pa, to be paid monthly by equal instalments on the [16th] of each month.

4 For the better performance of his/her duties, including the ability to be readily available at all times to meet the needs of members of the congregation, the church will provide a manse for the use and occupation of the minister and his/her immediate family during the continuance of the appointment and in this respect the minister shall keep the interior of the manse and its garden in a clean and tidy condition and the church shall be responsible for:

4.1 the repair and maintenance of the exterior of the manse;

4.2 the redecoration of the interior of the manse prior to the minister taking up appointment;

4.3 the payment of council tax, water and sewage charges and building insurance premiums; and

4.4 the reimbursement of all or part of the lighting and heating expenses relating to the manse - {optional clause, see NOTE 4}

5 The minister shall be entitled to [see note 5] days annual holiday in each calendar year to be taken by arrangement with the charity trustees. In January and July of each year the minister shall agree with charity trustees arrangements and possible dates for important Sunday services, charity trustees and church meetings for the next six months, which shall normally have priority over appointments with the [name of other employer]. Public holidays are [included in/extra to] the [ ] days. The church agrees that up to [ ] days holiday may be carried forward to the following year.

6 (A) The church shall provide a telephone at the manse and will be responsible for payment of the whole cost of the rental and all church business calls. The minister shall reimburse the church with the cost of all personal calls (where that cost can be identified) in respect of which a reasonable record shall be kept.

(B) The church shall provide a mobile and will be responsible for payment of the whole cost of the rental.

(C) The church shall provide a telephone at the manse and a broadband connection and will be responsible for payment of the whole cost of the rental and all church business calls. The minister shall reimburse the church with the cost of all personal calls (where that cost can be identified) in respect of which a reasonable record shall be kept.

(D) The church shall provide a mobile and a broadband connection at the manse and will be responsible for payment of the whole cost of the rental.

7 The church shall pay to the minister in respect of all approved church business travel a mileage allowance in accordance with the rates approved from time to time by HMRC.

8 The church shall reimburse the minister for the cost of any other approved travelling and out of pocket expenses incurred on church business, including postage, stationery and attendance as appropriate at Baptist Assembly and an annual Regional Association ministers’ conference.

9 The church shall pay its respective share of the contribution due in respect of the minister’s membership of the Baptist Pension Scheme insofar as it relates to this appointment.

10 The agreed 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 eighteen non-consecutive weeks in any period of eighteen months, the church has the right to suspend payment of the whole stipend or any part of it as it considers appropriate and/or to terminate the appointment on two months’ notice.

11 When a Newly Accredited Minister is appointed the church agrees to the minister’s participation in the Baptist Union’s mandatory programme for Newly Accredited Ministers. When a trainee Recognised Local Minister is appointed the church agrees to the minister’s participation in the RLM training programme as set by the minister’s college and Regional Association. The church will allow time for study and participation in the programme during normal working hours as far as is practical, and pay such expenses as determined from time to time.

12 The church agrees to adopt the Baptist Union Guidelines for Maternity, Paternity and Other Parental Leave. The current guidelines are attached to this document.

13 The financial provisions of the appointment shall be reviewed by the charity trustees and agreed by church meeting prior to the commencement of each calendar year and any changes shall be notified to the minister in writing. (It being understood that the minister is not obliged to accept any reduction in the financial provisions).

14 The church shall pay the reasonable removal costs when the minister takes up this appointment.

16 In the event of any difference of opinion concerning the operation or understanding of the Terms of Appointment, the minister shall first consult with the church officers and then, if necessary, with the Ministries Team Leader.

**Agreed by: The Minister ..........................................**

**Church Secretary ..........................................**

**Treasurer ..........................................**

**Date ..........................................**



**NOTES RELATING TO THE RECOMMENDED TERMS FOR A PART-TIME MINISTER**

The following notes cross-reference the number sections in the *Recommended Terms of Appointment*.

Clause 1 These Terms of Appointment allow for the possibility of a minister who is a trainee Recognised Local Minister. If, however, you are appointing a person training for *accredited* Baptist ministry, known as a Minister-in-Training, you should ask their Baptist College who will provide you with appropriate terms of appointment.

**For trainee Recognised Local Ministers only,** the church may choose to stipulate in this clause that they can terminate the minister’s appointment on three months notice only, rather than the usual six months.

The clause providing the minister with the right to have a Regional Minister present when a motion to terminate the appointment is being considered does not enable the minister to stop a Regional Minister being present, if the church decides to invite them.

For an Accredited Minister, Nationally Recognised Pastor or Recognised Local Minister, an enhanced DBS check with barred list should be arranged via DDC, through the Regional Association. For unaccredited ministers, the church should arrange for an enhanced DBS check with barred list. We recommend the church uses DDC as their disclosure provider. If a minister is from overseas, the minister should show evidence, where it is practically possible, of the equivalent police checks from their home country. For accredited and recognized ministers, this will be managed by the BUGB Ministries Team. For unaccredited ministers, the church should ask the minister to provide evidence of these police checks.

All accredited and recognised pastors and ministers are required to undertake the safeguarding training required by the Ministerial Recognition Committee (MRC) to maintain their accreditation or recognition. The current training requirements are to undertake Excellence in Safeguarding Training through BUGB at level 2 and 3 every four years. They must also undertake other mandatory training set by the MRC from time to time to retain their accreditation or recognition. If you require a waiver to call a non-accredited minister the safeguarding training required by the MRC will be a condition of the waiver being granted. The safeguarding training clause should be included for all of the above. If your minister is not accredited or recognised and you do not need a waiver we would strongly encourage you to retain this clause. The responsibility to ensure that non-accredited and non-recognised ministers undertake their safeguarding training remains with the church trustees.

Clause 2.1 The minimum amount of time which the minister is to spend on church duties needs to be agreed and recorded in clause 2. It is probably helpful to state this in terms of the number of days in which they perform their duties or sessions to be fulfilled. As part of the settlement process a discussion should take place around the expectations of the church and the minister to ensure that the minister is able to maintain a good work life balance which will enable them to sustain their spiritual, emotional and physical wellbeing, as well as family and other significant relationships. There should be a recognition that there will be times within the year when the minister will be busily engaged in serving the church and community and other points in the year when there is more time for refreshment. Ministry requires a flexible approach, and the minister is expected to exercise their professional judgment in how they maintain that balance. This pattern of service should be reviewed periodically.

Clause 2.2 It is important for the minister to engage in CMD in much the same way as Ministers appointed full time. While the terms refer to this being on a pro rata basis this is included to take account of the fact that some ministers are appointed by two churches, so time needs to be made available jointly. In determining how much time is released for CMD there will need to be a recognition that this could become a disproportionately large part of their availability to the church depending on the hours worked. For example, for Newly Accredited Ministers, the requirement is greater due to additional studies and is likely to be in the region of half a day per week. This may mean it would be appropriate for some CMD to take place in the minister’s own time. However, attendance at ministers’ conferences and Assembly should be very beneficial for a minister so we would strongly encourage this not to be on pro rata basis. We would also encourage the church to be as generous as possible in financing CMD. If the minister is a trainee Recognised Local Minister, it may also be appropriate to offer the trainee minister a book grant.

Clause 3 The amount of the stipend should be agreed on a pro-rata basis of the agreed standard stipend in operation with the Baptist Union and can make an appropriate allowance for manse provision if that forms part of what is being offered. If the minister is in receipt of income from other paid employment, advice should be sought from the Inland Revenue as to the appropriate PAYE coding and what, if any, National Insurance contributions should be collected.

Clause 4 In most cases manse accommodation is provided by way of a church-owned manse but in some situations, it may be necessary to rent accommodation from a third-party landlord. When a property is leased from a third-party landlord it is important that such lease or tenancy be in the name of the church, and not the minister. Where a lease from a third-party landlord is in the name of the minister, any payment made to or on behalf of the minister will be regarded as a housing allowance which would then be treated for tax and NIC purposes as additional stipend. Further information about these tax aspects is available in the relevant [tax guidance notes](https://www.baptist.org.uk/Articles/368823/Leaflet_X03_Taxation.aspx) which appear on the BU web site in the *Finance Area*.

In the event of death in service it is usual for a spouse to be offered the continued use of the manse for 6 months from the minister's death. The church is advised to consult its trust deeds in these circumstances.

The stipend is **normally** exclusive of the costs of manse heating and lighting, though a church (other than a Home Mission aided church) may, in addition to the stipend, reimburse all or part of such expenses. In the case of a Home Mission aided church part of the stipend may be applied as a reimbursement of such expenses, and the reason for doing this is that such reimbursements do not attract Class 1 NICs. If, however, the utility accounts are in the name of the church then payment of these expenses attracts a Class 1A (employer) NIC charge and, for this reason, accounts should always be in the name of the minister.

Since 6 April 2017 the tax treatment of reimbursed heating and lighting expenses has changed and, instead of dealing with these as a form P11D item, the amount reimbursed in excess of the cost attributable to “church-business” use should be treated as additional pay for income tax purposes but not (because of the fore-mentioned exemption) for NICs. The “church-business” element needs to be mutually assessed and agreed by church and minister.

There is an exception to this treatment in the rare situation where a minister might gain a tax benefit from what is known as the “manse services benefit cap” in which event the previous P11D reporting procedure should be continued. Further information about these tax aspects is available in the relevant [tax guidance notes](https://www.baptist.org.uk/Articles/368823/Leaflet_X03_Taxation.aspx) which appear on the BU web site in the *Finance area.*

Clause 5 The holiday entitlement for a part-time post needs to be set proportionately and agreed. For a full-time minister, it is usual to offer twenty-five days holiday a year plus nine Sundays for which the minister will have no responsibilities in the church or financial commitment for any replacement.

Since a full-time minister is able to take 5 weeks leave, part-time ministers should be able to do the same. For example, if someone is normally available for 3 days a week they will have 15 days holiday, enabling them to take 5 weeks off. A week’s leave is calculated on the basis of the equivalent to the time they are available for ministry in a week. If the minister’s availability is expressed in terms of hours, a church may wish to express the annual leave entitlement in terms of hours too. The minimum period of annual leave should not normally include public holidays. Subject to mutual agreement it is usual to allow the pro rata equivalent of five days’ holiday to be carried forward to the following year.

Clause 6 For the reasons explained in relation to manse expenses the telephone account must be in the name of the church and must be paid directly by the church. A broadband connection can also be provided in the name of the church. Rather than providing a telephone account a mobile phone can be provided. It is important that the [taxation guidance notes](https://www.baptist.org.uk/Articles/368823/Leaflet_X03_Taxation.aspx) are consulted to ensure that the correct arrangements are in place.

The appropriate option A- D should be chosen.

Clause 7 The approved rates of mileage allowance are announced by the Baptist Union from time to time. The minister must provide the treasurer with a record of church business mileage.

There are alternative ways of dealing with car expenses, including the provision and upkeep by the church of a car for the minister’s use in the performance of his or her duties. However, where a car is also provided on the basis that it may be used for personal purposes as well as church business the minister will be taxed on this benefit and the position needs to be considered very carefully before adopting this course.

Clause 8 A church should ensure that a minister is not out of pocket by virtue of the expenses which are incurred in the performance of his or her duties. However, a church should avoid payment of round sum allowances for any purpose since these will have to be treated as pay for the purposes of PAYE, income tax and national insurance. Expenses should therefore be reimbursed specifically against receipted invoices or paid directly by the church. Any equipment or books required by the minister should be purchased by the church.

Clause 9 Ministers seeking to be enrolled on the Baptist Union Register of Nationally Accredited Ministers are strongly advised to make arrangements regarding their pension and life cover. This could be either through the Baptist Pension Scheme or, alternatively, under other arrangements and it is recommended that there is minimum death in service cover at least equal to that provided by the Baptist scheme. Details of the Ministers’ Pension Scheme are available from [www.baptistpensions.org.uk](http://www.baptistpensions.org.uk)

Pension contributions are normally shared between church and minister (currently 10% and 8% of pensionable income respectively) though, except in the case of a Home Mission aided church, the church may choose to pay the whole of the contributions.

Where a minister is not in membership of the Baptist Pension Scheme, it is recommended that the church make appropriate contributions to their chosen scheme.

Clause 10 During any period of temporary incapacity the stipend should be paid in full together with any agreed allowances (eg manse expenses) and pension contributions. For periods of sickness of four days or over the church may be able to recover a percentage of any statutory sick pay made, subject to the conditions set out at [www.hmrc.gov.uk](http://www.hmrc.gov.uk) Advice from the local office is essential.

Where a minister is off sick from work, doctors will issue a Statement of Fitness for Work or ‘fit note’ to indicate whether an employee is fit for work.

Churches are advised that if they exercise their discretion in extending sick pay beyond the stated period that they thereby establish a practice which will become applicable to the ministerial appointment and may become applicable to other workers or employees of the church. It is suggested that the discretion could be exercised in a manner that provides full stipend pro rata and allowances for a period, and half stipend pro rata for a limited extended period. Positive contact with the minister should be maintained during any period of incapacity. Regular medical reports should be presented to the Church officers.

A doctor can now recommend that a minister may be fit for work if the church makes certain adjustments. This is to encourage further discussions between doctor and patient and between minister and church on the potential options that could facilitate a return to work. This is unlikely to remove the need to obtain a specialist medical report.

**The Ministers’ Pension Fund is contracted IN to the state scheme.** NI Table A should be used for NI contributions for men under 65, women under the current age between 60 and 65 as determined by government legislation, and for older ministers Table C.

Clause 11 The Regional Minister will supply details of the programme for Newly Accredited Ministers to every church appointing a Newly Accredited Minister before Terms of Appointment are agreed, requesting the church to support the Minister’s engagement in the programme. The programme requires the minister to meet with a mentor; to attend certain Regional Association events; to agree and complete a learning contract with a Baptist college for a course of ongoing study; and to be subject to review by the Regional Association’s Ministerial Recognition Committee.

The Regional Minister will supply a copy of the Introduction to Recognised Local Ministry to every church appointing a trainee Recognised Local Minister before Terms of Appointment are agreed, requesting the church to support the Minister’s engagement in the training. Training typically involves a course of theological education; participation in a spiritual formation group; and accompaniment by a mentor.

The programme for Newly Accredited Ministers and the Introduction to Recognised Local Ministry are also available on the Baptists Together website, [www.baptist.org.uk/ministriesresources](http://www.baptist.org.uk/ministriesresources).

Ministries Team

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**THE BAPTIST UNION OF GREAT BRITAIN**

**RECOMMENDED TERMS OF APPOINTMENT**

**to the office of Minister of a Baptist Church**

**GUIDELINES FOR MATERNITY, PATERNITY, ADOPTION AND OTHER PARENTAL LEAVE**

**Women**

1. The minister should inform the church of her pregnancy and when it is her intention to take maternity leave in good time so that appropriate arrangements can be made. At the latest, she must notify the church of her pregnancy, the due date and when she expects to start her maternity leave by the start of the 15th week before the week that the baby is due.
2. The total period of maternity leave available to the minister should be 52 weeks, consisting of 26 weeks of Ordinary Maternity Leave and 26 weeks of Additional Maternity Leave.
3. A minister who has completed 26 weeks of service (as of the 15th week before the week that the baby is due) should receive not less than 39 weeks of maternity pay in total, 26 weeks of which should be at their normal stipend level, and a further thirteen weeks at the Statutory Maternity Pay rate. The church will be entitled to recover statutory maternity pay for the whole period as detailed at [www.hmrc.gov.uk](http://www.hmrc.gov.uk). In addition to stipend any agreed continuing allowances (eg manse expenses) as well as pension contributions, should be paid.
4. A minister with less than 26 weeks service (as defined above) will still be entitled to 52 weeks of maternity leave, but will not qualify for statutory maternity pay. Instead, she may be entitled to Maternity Allowance and should speak to her local Job Centre Plus. More information on Maternity Allowance can be found at [www.gov.uk/maternity-allowance/overview](http://www.gov.uk/maternity-allowance/overview).
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. However maternity leave may be taken if the child is stillborn after 24 weeks of pregnancy or born alive at any point of the pregnancy.
6. It is a legal requirement that the minister must not perform the duties of her office for 14 days commencing with the date of the birth.
7. Where a Newly Accredited Minister goes off 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, i.e. both paid maternity leave plus any further unpaid leave. Where a trainee Recognised Local Minister goes off on maternity leave, the three years for them to complete their training should be extended only by the number of months which she has taken in total leave, i.e. both paid maternity leave plus any further unpaid leave. If either of these scenarios raises any concerns please contact your Regional Minister or Association.
8. The church has a responsibility to carry out a pregnancy related risk assessment to ensure that the minister is safe to continue in their duties whist pregnant or whilst nursing a baby, and should make adjustments where required to ensure a safe working environment.

**Men**

1. The minister who has served at least 26 weeks in the appointment (at the 15th week before the week the baby is due) 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 56 days of the birth of the child.
2. The minister is entitled to up to 2 weeks paid paternity leave. Manse expenses and pension contributions should continue to be paid for this period.

**Unpaid Parental Leave**

1. A minister, male or female, in consultation with the church trustees, who has at least one year’s continuous service at the time of their request for leave, may take up to 18 weeks\* unpaid parental leave prior to a child’s 18th birthday. Each parent can take up to a total of 18 weeks parental leave for each of their children up until their 18th birthday. Parental leave is not transferable.
2. The parent cannot take more than 4 weeks’ leave for any one child in a year, and leave must be taken in blocks of at least 1 week. If a child is disabled (that is, getting disability living allowance) the parent has the right to take this leave in periods of 1 day or more.

**Adoption Leave**

1. There are similar entitlements for those adopting a child (or children). 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 their church that they intend taking adoption leave within 7 days of notification of the match.
2. 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, but the other can take paternity leave and/or shared parental leave.
3. 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. If a child is adopted it is possible to take up to a total of 18 weeks unpaid parental leave for each of the children until their 18th birthday.

**Shared Parental Leave and Pay**

1. Shared parental leave is available to parents or adoptive parents whose baby was born on or after 5 April 2015, and who meet certain eligibility criteria. It enables the mother to give up a maximum of 50 weeks of her maternity leave and a proportion of her maternity pay or allowance, and to replace this with shared parental leave (SPL), which she can share with the father of her child.

A mother and father can choose how to divide the period of shared parental leave between them. The total entitlement to paid leave will match the entitlement normally due under the maternity or adoptive leave provisions.

1. Shared parental pay is available for a total of 37 weeks, and will be paid at either the statutory rate or at the enhanced rate available for female ministers during the first 26 weeks of their maternity leave. The minister should continue to be paid stipend during the period of leave and the church will be entitled to recover statutory parental pay as detailed at [www.hmrc.gov.uk](http://www.hmrc.gov.uk). In addition to stipend any agreed continuing allowances (e.g. manse expenses) as well as pension contributions, should be paid.
2. Please note that if the mother or father of the child works for another employer, then their entitlement to paid shared parental leave will be on the basis of the statutory rates of pay, and is the responsibility of their employer, not any enhanced pay offered by the church. If both the mother or father are serving Baptist ministers, then there is an expectation that the church will pay the enhanced rate of pay for any period of SPL taken by mother or father in which the mother would normally be paid at enhanced rate.
3. Leave can be taken on a continuous or discontinuous basis, and the church must respond to requests for shared parental leave within 14 days of receipt of a request. Continuous leave is taken in one block. Discontinuous leave, for which up to 3 separate requests can be made during the leave period, is leave where SPL is shared in a series of leave periods. For example, the mother may take leave for 2 months, followed by the father for 2 months, then reverting to the mother, etc. Churches may refuse requests for discontinuous leave, but should consider all requests carefully.
4. Shared parental leave and pay must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost.
5. Where a Newly Accredited Minister takes shared parental leave, the completion of her/his probationary period should be postponed only by the number of months which s/he has taken in total leave, i.e. both paid maternity leave, shared parental leave plus any further unpaid leave. Where a trainee Recognised Local Minister takes shared parental leave, the three years for them to complete their training should be extended only by number of months which s/he has taken in total leave, i.e. both paid maternity leave, shared parental leave plus any further unpaid leave. If either of these scenarios raises any concerns please contact your Regional Minister or Association.
6. The eligibility and notification requirements for shared parental leave are complex. Please speak to your Regional Minister or Association for more guidance.

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