

## Terms of Call

## to a MINISTERIAL POSITION

## in a Local Church

Authorised by the National Council of the WMCNZ November 2012

## Terms of Call to the role of

## <Insert role e.g. Senior Pastor, Associate Pastor etc >

## serving at <Insert Name of Church >

## (a Church within the Wesleyan Methodist Church of NZ (WMCNZ))

**BETWEEN**

(“the Minister”)

**AND**

(“the Church”)

1. **NATURE OF THIS DOCUMENT**

The WMCNZ through the National Council has the obligation to speak on theological, ecclesiological and pastoral matters as they impact the national and local church and its members including its Ministers. With respect to Ministerial appointments this includes the constitutional requirement to oversee the agreement entered into by a Minister and the local church (clause 163 of the Constitution).

In addition the WMCNZ through the National Council must meet its obligations under the laws of NZ. Of particular note here is that the Department of Labour requires that every Minister appointed to a position in a local church and/or in the national church (whether full or part-time) must have an agreed and signed Terms of Call which is accessible in hard copy in the office of the place of ministry.

The National Council of the WMCNZ has

* agreed that a *Terms of Call* is the most appropriate mechanism to meet that requirement (once signed and held in hard copy as above) in that it recognises the special nature of the relationship between the Minister and the Church and the special nature of the Minister’s call (see section 3 below).
* agreed that every Minister (whether Ordained, Commissioned or Licensed) Pastor appointed to a ministry position in a WMCNZ church or in the national church (whether receiving any form of stipend, allowance or other remuneration or not and whether full or part-time) shall have an agreed *Terms of Call* based on this document.
* approved this *Terms of Call* for implementation throughout the WMCNZ to record the agreed details and conditions of the Ministers’ call to a local church or to a national church ministry position.
* agreed that this is the only *Terms of Call* template to be used to record the relationship between every WMCNZ church and it’s Ordained, Commissioned and Licensed Ministers.

Wherever the term “local church” is used in this document it shall be read as including “national church ministry roles.”

The provisions in this *Terms of Call* refer to *WMCNZ Policy 2: “Ministerial Conditions of Call”* and must be read in conjunction with that document. *WMCNZ Policy 2: “Ministerial Conditions of Call”* will be updated annually by the National Resources Ministry Leader and Appendix 1 to this Terms of Call “Schedule of Payments and Other Arrangements” will be updated within 3 months of receipt by the Church of that update to reflect the updated levels and types of stipend, allowance etc.

1. **PRINCIPLES UNDERPINNING THE TERMS OF CALL**

The Terms of Call have been developed with these principles in mind:

* Ministers are men and women called by God to exercise specialised sacrificial and generous ministry in the WMCNZ, often available 24 hours per day, trained in accordance with the guidelines determined by the WMCNZ, called into ministerial service in the wider church as a licensed, commissioned or ordained Minister by affirmation of the National Council or National Conference, serving in the context appropriate to their call and accountable to the WMCNZ for their ministerial conduct.
* Faithfulness – to the theological and ecclesiological traditions and beliefs of the WMCNZ.
* Fairness - to the Minister, to the local church and to the WMCNZ at large.
* Parity – with those men and women called by God to exercise specialised sacrificial ministry in the wider body of Christ in NZ.
* Statutory (including Department of Labour and IRD) obligations are met and complied with.
* The relationship between the Minister and the Church is not an employment relationship and accordingly the rights and obligations that go with an employment relationship do not apply to a call to a local church.
* A stipendis a living allowance by which the Church provides the amount needed for the Minister to live adequately.
1. **THE CALL**

A true call to a local church is a call of the Holy Spirit. It is heard through the fellowship of believers and is ratified by the Minister’s conviction and the Church’s conviction that this call is indeed God’s will.

1. **RELATIONSHIP TO THE CONSTITUTION OF THE WMCNZ**

Both parties to this *Terms of Call* agree that they will abide by and follow the provisions of the Constitution of the WMCNZ and in the event of any conflict between this Terms of Call document and the Constitution of the Wesleyan Methodist Church of NZ the latter will take precedence.

1. **VARIATIONS TO THE TERMS OF CALL**

Variations to these *Terms of Call* can only be made with the agreement of the Church, the Minister and the National Superintendent of the WMCNZ. Any such variations must fit within the following parameters

* Churches may not pay less than the amounts recommended for any monetary payments, allowances, reimbursements etc. as listed in sections 9.3 and 9.6 of this document. *Note:* This does not limit the pro-rating of some payments for part-time appointments.
* Churches may not pay more than the approved maximum cash stipend.
* Churches may not reduce the number of blocks / days / weeks of leave and other similar provisions as listed in sections 9.4, 9.5, 9.7 and 9.8 of this document.
* The number of blocks of time that a full time Minister is expected to work must be 13, otherwise they will be considered 'part time' with the blocks of time specified and paid on a pro rata basis accordingly. (section 9.2 of this document)
1. **LODGING THE TERMS OF CALL**

Once agreed between the Minister, the Church and the WMCNZ (through the National Superintendent - who will check that it meets the requirements of the WMCNZ, IRD and DoL and who has the right and obligation to require such changes to be made as are necessary to meet those requirements) and having been signed by the Minister, 2 Servant Leaders and the National Superintendent

* the Minister shall be given a hard copy.
* the Church shall keep a hard copy on file which is accessible if requested at any time by (for example) the Department of Labour (this is a requirement of the Department of Labour).
* a hard copy will be lodged with the National Secretary.

The *Terms of Call* are not considered finally agreed until signed by the National Superintendent.

These *Terms of Call* shall remain in effect until renegotiated. Either the Minister or the Church may initiate a renegotiation at any time.

1. **VALUES AND BELIEFS ON WHICH THE TERMS OF CALL ARE FOUNDED**

As per the National Constitution of the WMCNZ (243) it is recognised that the Minister has been approved by the National Council or National Conference as being a person who is:

1. Committed to Christ as Saviour and Lord as shown in baptism;
2. Committed to ongoing growth towards Christ-likeness;
3. Committed to a life ofholy living and a lifestyle of growth;
4. Committed to supporting the church;
5. Accepting of the authority of this Constitution of the Wesleyan Methodist Church of New Zealand.

It is expected that the Minister will conduct his/her private, family and social life, together with every aspect of their ministry in a manner which is consistent with the standing and requirements of the position. Likewise, it is also expected that the Church will act in a manner consistent with the terms of the call. Where these expectations are not met, to ensure fairness and integrity to the Minister and to the members of the Church, the processes set out in the Constitution of the WMCNZ and all applicable protocols and policies of the WMCNZ will be followed.

1. **REPRESENTATION / ASSISTANCE**

To ensure the fair and proper management of the Minister’s call to the Church,

* the Church appoints the Servant Leaders as its representatives in all matters concerning the Minister’s call, save any final decision to terminate the call. The Servant Leaders are entitled to have whatever support with them as they deem necessary during any negotiations etc. concerning the call or to seek whatever advice and assistance they wish (including that of the National Officers). Any associated costs will be met by the Church.
* the Minister is entitled to have whatever support with him/her as he/she deems necessary during any negotiations etc. concerning the call or to seek whatever advice he/she wishes (including that of the National Officers). Any associated costs will be met by the Church.
* The National Secretary coordinates a team of people who are available on request to advise local churches on the implementation of the *Terms of Call* and the associated *Ministerial Conditions of Call*.
1. **DETAILS OF THE CALL**

***This section MUST be read in conjunction with* WMCNZ Policy 2 “Ministerial Conditions of Call” *which outlines how these are to be implemented (including the pro-rata payment of some).***

* 1. **Time Expectations**

***Blocks***

Ministers are not paid for “hours” of ministry but rather for being available to meet the spiritual and pastoral needs of the people God has called him/her to which may also include voluntary time. Their calling makes them responsible to God for their choices.

In order to recognise the flexibility needed in ministry positions, and to provide a sensible basis for part-time ministry positions, a “block” system is used within the WMCNZ. A block is a morning, afternoon or evening of approximately 3 ½ hours duration on average.

A full time position is 13 blocks (morning, afternoon or evening) each week. The Minister is also expected to have 1 day (being 3 blocks) off local church ministry as a Sabbath as a time of personal refreshment to be used as they see fit.

For ease of implementation of the provisions of these Terms of Call it is **strongly recommended** that part-time positions be specified in terms of the number of **whole** blocks expected to be worked per week.

**This appointment**

The appointment is for <*specify number of blocks expected per week>* blocks per week.

* 1. **Financial Arrangements**
		1. **Stipend**

A stipend is distinct from a salary and is a living allowance by which the Church provides the amount needed for the Minister to live adequately. It is made up of a cash stipend and a housing allowance.

* + - 1. **Cash stipend**

The Church will pay a stipend to the Minister within the range as recommended from time to time by the WMCNZ. The cash stipend to be paid in this case is as outlined in the attached “Schedule of Payments and Other Arrangements.”

* + - 1. **Housing Allowance**

*<Delete the option which is NOT part of this Terms of Call>*

***Either:*** The Church will provide the Minister with housing in a free parsonage (either owned or rented by the Church) subject only to normal care and concern and also to the specific tax arrangements as required by the Inland Revenue Department. The Church will pay general maintenance costs unless otherwise agreed between the Minister and the Church.

***Or:*** If, with the agreement of the Church, the Minister elects to live in a house other than that supplied by the Church, then the Church will pay a housing allowance in accordance with the guidelines as recommended from time to time by the WMCNZ.

The specific arrangements in respect of the Housing Allowance are noted in the attached “Schedule of Payments and Other Arrangements.”

* + 1. **Basic Expense Allowance**

The Church will pay a basic expense allowance in accordance with the guidelines as recommended from time to time by the WMCNZ. The specific arrangements in this regard are noted in the attached “Schedule of Payments and Other Arrangements.”

* + 1. **Vehicle Allowance**

The Church will pay a motor vehicle reimbursement in accordance with the guidelines as recommended from time to time by the WMCNZ. The specific arrangements in this regard are noted in the attached “Schedule of Payments and Other Arrangements.”

* + 1. **Telecommunications**

The Church will pay telecommunications costs and reimbursements in accordance with the guidelines as recommended from time to time by the WMCNZ. The specific arrangements in this regard are noted in the attached “Schedule of Payments and Other Arrangements.”

* + 1. **Superannuation**

The Church will make contributions to the Minister’s superannuation scheme in accordance with the guidelines as recommended from time to time by the WMCNZ. The specific arrangements in this regard are noted in the attached “Schedule of Payments and Other Arrangements.”

* 1. **Professional Development**

The Minister is entitled to take time to meet his/her professional development needs in accordance with the guidelines as recommended from time to time by the WMCNZ. The Minister is encouraged to take such professional development time on a regular basis in order to keep current in Ministry.

The Church will pay a professional development reimbursement in accordance with the guidelines as recommended from time to time by the WMCNZ, to cover anything the Minister and the Servant Leaders agree will enhance the ministry of the Minister.

The specific arrangements in this regard are noted in the attached “Schedule of Payments and Other Arrangements.”

* 1. **Wider Church Ministry**

The Church recognises that ministry in the Wesleyan Methodist Church involves full participation locally, nationally and regionally. The Church affirms the Minister’s obligation to contribute fully to the life of the wider church, just as the wider church fulfils its obligations to the local church. The Church will enable the Minister to do so.

* 1. **Removal Expenses**

The Church will pay removal expenses in accordance with the guidelines as recommended from time to time by the WMCNZ. The specific arrangements in this regard are noted in the attached “Schedule of Payments and Other Arrangements.”

* 1. **Jury Service**

The Church recognises the importance and privilege of participating in the judicial system and encourages the Minister to accept any and all calls to jury service and the like except where doing so causes personal hardship. The Church will take all reasonable steps to allow the Minister to fulfil his/her jury service obligations*.* The basis on which time is taken for jury service and the treatment of any payments will be governed by the guidelines as recommended from time to time by the WMCNZ.

* 1. **Leave Arrangements**
		1. **Annual Leave**

*<Delete the option which is NOT part of this Terms of Call>*

*Either:* Four Week Option

The Minister is entitled to four (4) weeks annual leave each year which must be taken in one or more periods at times or at such a time as is reasonably agreed between the Minister and the Servant Leaders. In addition to the four weeks' leave, the Minister is encouraged to take three (3) weekends off each year to attend to family functions or to worship in other churches as the Minister may elect to do so and at such a time as is reasonably agreed between the Minister and the Servant Leaders. The Servant Leaders shall not reasonably withhold their agreement. The Minister is encouraged to take their annual leave each year to ensure that he/she receives an appropriate break and rest period.

*Or:* Five Week Option

The Minister is entitled to five (5) weeks annual leave each year which must be taken in one or more periods at times or at such a time as is reasonably agreed between the Minister and the Servant Leaders. The Minister is encouraged to take their annual leave each year to ensure that he/she receives an appropriate break and rest period.

* + 1. **Sick Leave**

In addition to the need to take annual leave, there will be other occasions where, because of personal or family illness, the Minister will need to take sick leave. The Minister is entitled to take such leave in accordance with the guidelines as recommended from time to time by the WMCNZ. The Church will take all reasonable pastoral care of the Minister (and family) during periods of sick leave. The specific arrangements in this regard are noted in the attached “Schedule of Payments and Other Arrangements.”

* + 1. **Compassionate Leave**

In addition to the need to take annual leave, there will be other occasions where, because of bereavement, or other emergencies, the Minister will need to take leave. The Minister is entitled to take such leave in accordance with the guidelines as recommended from time to time by the WMCNZ. The Church will take all reasonable pastoral care of the Minister (and family) during periods of bereavement and other occasions where Compassionate Leave is considered appropriate.The Minister will, whenever practicably possible, advise the Church when such leave is required and the Servant Leaders will make all possible accommodations to allow such leave.

* + 1. **Public Holidays**

Where a public holiday falls on a normal working day or a Minister’s regular day off, then the Minister will be entitled to take another day off in that same week.

* + 1. **Sabbatical**

The Minister is entitled to sabbatical(s) in accordance with the guidelines as recommended from time to time by the WMCNZ. The specific arrangements in this regard are noted in the attached “Schedule of Payments and Other Arrangements.”

* + 1. **Parental Leave**

The Minister is entitled to parental leave as provided in the Parental Leave and Employment Protection Act 1987 and its amendments.

1. **OTHER PROVISIONS**
	1. **Ministry Reviews**

Ministry reviews are conducted with the basic purpose of developing and enhancing ministry and shall be carried out in accordance with the provisions of the National Constitution of the WMCNZ. The Servant Leaders and / or the Minister may request that a Ministry Review be conducted at any time.

* 1. **Disputes**

The Servant Leaders will seek to prayerfully resolve any dispute involving the Minister by discussion with him/her and the aggrieved party. In doing so the Servant Leaders will follow the processes set out in the Constitution of the WMCNZ and all applicable protocols and policies of the WMCNZ. In the event that the dispute is between the Servant Leaders and the Minister the matter will be referred to the National Superintendent of the WMCNZ in the first instance in accordance with the provisions of the Constitution of the WMCNZ.

* 1. **Discipline of the Minister**

In the event that the Servant Leaders deem that there is a need for disciplinary proceedings to be undertaken in respect of the Minister the processes set out in the Constitution of the WMCNZ and all applicable protocols and policies of the WMCNZ will be followed.

* 1. **Procedure for Ending the Call**
1. The Minister is expected to give three (3) months written notification to the Church if he/she intends to move on from the call to the Church, to allow the Church suitable time to make other arrangements to find a new Minister. The Church accepts this may not always be possible, but the Minister will give as much notice as possible if three (3) months is not practicable. The Minister will give reasons why he/she intends to move on from the call.
2. The Church will give the Minister three (3) months written notice of termination of the call. The Church will give reasons why it is terminating the call, and the Church will terminate the call in accordance with its constitution, the Constitution of the WMCNZ and in accordance with the protocols set out above.

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| **SIGNED BY the Minister** | **......................................................................** |
| **on** | **........................................** |
| **Full name of Minister** | **......................................................................** |
|  |  |
| **AND 2 Servant Leaders of *<insert name of Church>* on behalf of *<insert name of Church>*** |
|  |  |
| **SIGNED BY Servant Leader** | **......................................................................** |
| **on** | **........................................** |
| **Full name of Servant Leader** | **......................................................................** |
|  |  |
| **SIGNED BY Servant Leader** | **......................................................................** |
| **on** | **........................................** |
| **Full name of Servant Leader** | **......................................................................** |
|  |  |
| **SIGNED BY the National Superintendent** | **......................................................................** |
| **on** | **........................................** |
| **Full name of National Superintendent** | **......................................................................** |

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| **Appendix 1: Schedule of Payments and Other Arrangements** |
| ***This schedule will be updated within 3 months of receipt by the Church of the updated WMCNZ Policy 2 “Ministerial Conditions of Call” from the WMCNZ to reflect the updated levels and types of stipend, allowance etc.*** |
|  |  | **Comment** |
| **Number of blocks expected to be worked per week** | \_\_\_\_\_\_\_\_\_\_\_ blocks per week | *(enter the number of blocks expected to be worked each week see clause 9.2)* |
| **Cash Stipend** | $ \_\_\_\_\_\_\_\_\_\_\_ per annum |  |
| **Housing Allowance** | *Either* the Minister will occupy the Church parsonage;*Or* the Minister will receive a housing allowance at the rate of $\_\_\_\_\_\_\_\_\_\_\_ per annum.  | *(delete the terms not required)* |
| **Basic Expense Allowance** | $\_\_\_\_\_\_\_\_\_\_\_ per annum (maximum) |  |
| **Vehicle Allowance** | Either the Minister will be paid a vehicle allowance of \_\_\_\_ cents per km for all work on behalf of the ChurchOr the Church will pay all vehicle running costs and maintenance for the Minister (on presentation of receipts or directly) | *(delete the terms not required)* |
| **Telecommunications** | Monthly landline phone rental cost of $\_\_\_\_\_\_\_\_\_\_\_ per annumThe cost of all ministry related phone calls and textsMonthly broadband internet connection cost of $\_\_\_\_\_\_\_\_\_\_\_ per annum |  |
| **Superannuation** | The Church will pay \_\_% of the Cash Stipend to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | *(Insert % to be paid and the name of the Ministers superannuation fund)* |

|  |  |  |
| --- | --- | --- |
| **Professional Development** | \_\_\_\_\_\_\_\_ blocks per annumReimbursement of Professional Development Costs up to $\_\_\_\_\_\_\_\_\_\_\_ per annum (max)  |  |
| **Removal Expenses** |  |  |
| **Annual Leave** | \_\_\_\_\_\_\_\_ weeks per annum |  |
| **Sick Leave** | 2 weeks per annum |  |
| **Sabbatical**  | Seven weeks after the completion of each seven years’ service in the WMCNZ. |  |