Where indicated in RED font please click on the text and fill in as instructed, follow drop down arrows where applicable.

Select date

Insert name

Address

Dear Insert name,

###### Appointment: Pastoral Assistant (Supervised)

###### Within the Select oneof Insert name of Pastoral Charge or Home Mission Station

I confirm the offer of the insert congregation name Session and Moderator to appoint you to the position of insert position title select one the Presbytery, after interview, raising no objection to your appointment. In accepting this appointment, you acknowledge yourself to be an employee of the Session under the direction of the Moderator, subject to the rules and regulations of the Church.

The terms of your appointment are as follows:

**1. Commencement**

Your employment under this contract will commence on enter date of commencement and extend until enter date of conclusion subject to the satisfactory completion of a probationary period of enter number of months months.

**2. Termination**

The Session reserves the right at its discretion to terminate your appointment at any time. You will be given one month's notice of termination and the Session reserves the right to pay salary in lieu of notice.

You may resign the position upon one month's written notice to the Session.

**3. Dismissal**

The Session reserves the right to terminate your employment without notice in the event of a serious breach by you of the terms of your employment, including misconduct.

You are reminded that the maintenance of Biblical morality is profoundly important to those who are employed by the church. As an employee, you must not engage in behaviour that is likely to bring the Church’s name into disrepute. In particular the Session will not tolerate any act of fornication, adultery, sexual harassment, abuse of power or embezzlement.

**4. Salary**

The gross salary applying to this position will be $Click here to enter salary amount per annum at the commencement date of this contract. This amount will be subject to adjustments in remuneration packages as determined by the Ministry and Mission Committee from time to time.

Since your duties are consistent with those of a religious practitioner as defined in the Fringe Benefits Tax Assessment Act, you have agreed to sacrifice 30% of your gross salary in favour of fringe benefits of equal value. Accordingly, you will receive taxable income of $Click here to enter taxable income figure p.a. and fringe benefits to the value of $Click here to enter value of fringe benefits p.a.

Payments of taxed salary will be made directly to your bank account click to enter payment period e.g. Fortnightly on Click here to enter pay day e.g. Thursdays or such other arrangement as might be mutually agreed in writing with the Committee of Management.

The fringe benefit component will be credited fortnightly to a church account nominated as the Pastoral Assistant Benefit Account which shall be operated in accordance with the guidelines available from the Ministry and Mission Committee ([www.mm.pcnsw.org.au](http://mmpcnsw.org.au/people/salaries-and-remuneration/#fringe-benefits)) as updated from time to time.

**5. Fringe Benefits in Lieu of Travelling Allowance**

You have agreed to forego a travelling allowance in favour of fringe benefits of equal value.

Accordingly, an amount of $Click to insert value p.a. will be credited to the Pastoral Assistant Benefit Account referred to above in Click to enter payment period e.g. fortnightly instalments. (Claims for church-related travel in excess of Select City (11,500) or Country (15,000) rate supported by log-book entries shall be credited at 32c per km.)

This amount shall be subject to adjustments in the travelling allowance as determined by the Ministry and Mission Committee from time to time.

**6. Fringe Benefits in Lieu of Technology Allowance**

In lieu of adequate computer and ancillary resources for your ministry purposes, you have agreed to forego a technology allowance in favour of fringe benefits of equal value.

Accordingly, an amount of $Click to insert value p.a. will be credited to the Pastoral Assistant Benefit Account referred to above in Click to enter payment period e.g. fortnightly instalments.

**7. Annual Leave**

You will be entitled to four weeks leave per annum, including four Sundays. Leave is to be arranged in consultation with the Moderator of the Session and with the approval of the Session.

**8. Study Leave**

You will be entitled to study leave at the rate of one week per annum cumulative to a maximum of four weeks. Study leave may only be taken by arrangement with the Moderator of the Session and with the approval of the Session. At the end of your engagement, any unused study leave will be forfeited and you will not be entitled to be paid in lieu of such leave.

**9. Personal Leave**

You will be entitled to ten days for personal leave each year of your service pro-rated to the part-time nature of your appointment. A medical certificate must be supplied after two consecutive days of personal leave. At the end of your engagement, any unused personal leave will be forfeited and you will not be entitled to be paid in lieu of such leave.

**10. Accommodation**

PLEASE DELETE ONE (Manse or Manse Allowance)

**Manse:** You will have the right to occupy suitable accommodation provided by the church at no cost under licence for the term of your appointment. The right of occupation of this accommodation ceases upon termination of your employment by the Session.

OR

**Manse Allowance:** In lieu of a manse allowance, you will be provided with fringe benefits of equal value. Accordingly an amount of $ insert value, will be credited to the Pastoral Assistant Benefit Account referred to above in Click to enter payment period e.g. fortnightly instalments.

**11. Ministry Expenses**

All professional expenses for the conduct of church business including telephone rental and calls, stamps and stationery will be paid by the Committee of Management.

**12. Removal Costs**

Any removal expenses associated with the commencement of this appointment will be paid directly to the removalist by the Committee of Management. Three quotes are to be obtained and submitted to the Committee of Management for consideration and approval.

**13. Superannuation**

You are required to be a member of a superannuation fund. The Committee of Management will make superannuation contributions to an approved fund at a rate equivalent to the statutory rate from time to time.

**14. Long Service Leave**

While employed under this appointment you will accrue Long Service Leave entitlements in accordance with NSW government law. Normally Long Service Leave may be accessed after ten years of continuous service within the various congregations and agencies of the Presbyterian Church NSW.

**15. Duties**

Your duties will be as indicated below:

Click here to enter duties statement

**16. Supervision**

You will be subject to the supervision of the Moderator of the Session and will report, through him, to the Session.

**17. Assurance to the Church**

You are reminded that it is an offence under the NSW Child Protection (Prohibited Employment) Act 1998 for a person convicted of a serious sex offence to apply for or continue in this position. By accepting this appointment you affirm that you have not:

(a) been convicted by a Court of a sexual offence or an offence against the person of a child; or

(b) been dismissed from any previous employment on the grounds that you were involved in improper conduct of a sexual nature with a child; or

(c) retired or resigned from your previous employment following allegations that you were involved in improper conduct of a sexual nature with a child; or

(d) been advised by any employer that your name has been included on a list of those not to be employed in a child-related area of activity.

Furthermore you affirm that you have applied for and have received a Working with Children Check clearance appropriate to this appointment as required by the Conduct Protocol Unit, and that you have affixed your number below your signature on the final page.

If you cannot give this assurance, you should not sign the acceptance. If you sign the acceptance when you are not in a position to give such assurance, the Session will terminate your employment without notice.

The possession of a current, valid and verified clearance under relevant child protection legislation (known as a Working With Children Check) is a pre-requisite for appointment as a pastoral assistant. Before any appointment, is made, the Session will obtain verification from the Conduct Protocol Unit that you have a current and valid Working With Children Check.

Furthermore it is a condition of your appointment to comply with all requirements of the Church Protocol Unit, including obligations for periodic accreditation.

In the event that an interim or permanent bar is placed on your Working With Children Check, you will be suspended immediately from your appointment as a pastoral assistant, and you must cease forthwith all functions pertaining to your position. Furthermore if you are an ordained minister or elder, you are immediately suspended from that office as a minister or elder. If you are notified of an interim or permanent bar, you are obliged to report that fact immediately to the Conduct Protocol Unit and to the Session. You must then submit to and comply with all instructions provided by the Session arising from that interim or permanent bar. You will continue to be remunerated in accordance with the terms and conditions of this appointment and the rules of the Church pending the outcome of the necessary investigation.

**18. Adherence to the Theological Standards of the Church**

The Presbyterian Church of Australia is a confessional church with defined theological standards. The offer of this appointment is conditional upon your adherence to these standards.

***Please circle YES or NO for each question***

*Pastoral Assistant (Supervised)*

*Have you read the Westminster Confession of Faith? Y / N*

*Have you read the Declaratory Statement of the Presbyterian Church of Australia? Y / N*

*Have you understood the Westminster Confession of Faith and the Declaratory Statement of the Presbyterian Church of Australia? Y / N*

*If you accept this appointment, do you promise to discharge your duties at all times and in all ways (including speech, action and attitude) consistent with the Westminster Confession of Faith read in the light of the Declaratory Statement of the Presbyterian Church of Australia, and consistent with determinations made by the General Assembly of Australia on baptism in 1906 and 2013\*? Y / N*

*\* In 2013, the General Assembly of Australia resolved to: “Declare that the understanding and practice of infant baptism is so integral to the history, the purity of worship and the structure of covenant theology in the Westminster Confession of Faith that no potential office bearer should sign the formula if the Church’s stance on infant baptism is not accepted. Furthermore, those who have signed it but hold exclusively to credobaptistic views should remain silent on their views or resign.” (Min. 83)*

If you cannot give assurance of your adherence to the theological standards of the Presbyterian Church of Australia, you should not sign the acceptance.

**19. General**

Your appointment is made in accordance with the Rules and Regulations of the Church. This contract of employment is subject to these Rules and Regulations.

Please confirm acceptance of your appointment upon these conditions by signing the attached copy of this letter and by initialling each page where provided, and returning the signed copy to me.

Yours sincerely,

Click to insert name of person authorised to sign this contract

Click to insert position of person authorised to sign this contract

I confirm that I have had the opportunity to study and discuss the above letter. I accept the offer of appointment on the conditions of employment set out above. I confirm that I can give the assurance contained in paragraphs headed “Assurance to the Church” and “Adherence to the Theological Standards of the Church” above. Accordingly I have signed this page below and initialed all other pages of this letter.

**Signed by appointee:** **Date:**

**Working with Children Check clearance #:** ……..……….. Expiry date: