**PRIVATE AND CONFIDENTIAL**

[DateContract]

[EmpSalutation] [EmpFirstName] [EmpLastName]

[EmpSuburbTown] [EmpState] [EmpPostCode]

[EmpCountry]

Dear [EmpFirstName],

**Re: Appointment: Pastoral Assistant (Unsupervised)**

Under the delegated authority of PRESBYTERIAN CHURCH OF AUSTRALIA IN THE STATE OF NSW (‘PCNSW’), I am pleased to confirm the offer of insert congregation name Session and Moderator to appoint you for a fixed term 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 PCNSW under the direction of the Moderator and/or Session of insert congregation name, subject to the rules and regulations of the Church.

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.

The terms and conditions of this Contract of Employment (‘the Contract’) are set out in the attached Employment Agreement.

Please sign the attached copy of this Contract to acknowledge that you accept insert church name’s offer of employment on the terms and conditions set out in this Contract.

Yours sincerely,

Click to insert name of person authorised to sign this contract

Click to insert position of person authorised to sign this contract

**ACCEPTANCE OF THIS OFFER OF EMPLOYMENT**

I have read and understood this Contract and I accept the offer of employment with insert church name on the terms contained in it.

I confirm that I have read and agree to the position description contained in Schedule A.

I confirm that I can give the assurance contained in Schedule B: Assurance to the Church and Schedule C: Adherence to the Theological Standards of the Church.

Accordingly, I have signed this page below and initialed all other pages of this letter

Signed: 

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Working with Children Check Clearance Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiry Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EMPLOYMENT AGREEMENT**

**Key Details**

The Key Details are set out in the table below:

|  |  |
| --- | --- |
| Employer | PRESBYTERIAN CHURCH OF AUSTRALIA IN THE STATE OF NSW |
| Delegated Charge or HMS | insert church name |
| Position | Pastoral Assistant (Unsupervised) |
| Employment Status | Full Time |
| Start Date | enter date of commencement |
| Expiry Date | enter expiry date |
| Location | insert church address |
| Weekly Ordinary Hours | 35 |
| Reports to | insert name |
| Salary | Click here to enter salary amount per annum |
| Salary Payment Frequency | Fortnightly |
| Fringe Benefits in Lieu of |

|  |  |
| --- | --- |
| Travel allowance | Click to insert value |
| Technology Allowance | Click to insert value |
| Manse Allowance (if applicable) | Click to insert value |

 |
| Probation Period | 6 months (delete if not required) |
| Additional Superannuation Contribution (PCNSW Assembly requirement for all ministers, deaconesses and commissioned gospel workers. GANSW 2013 min 25.2) | 6% (delete if not applicable) |
| Notice Period | Employer – 3 monthsEmployee – 1 month. |

### Duration

Your employment with insert church name commences on enter date of commencement.

This Contract operates for a fixed term, expiring on insert expiry date (‘the Expiry Date’) (unless terminated earlier in accordance with the Termination clause below). At the close of business on the Expiry Date, this Contract and our employment relationship will automatically terminate by reason of the mutual agreement outlined in this document.

You acknowledge that PCNSW and insert church name are under no obligation to provide you with employment beyond the Expiry Date and that no representation has been made to you at any time that this Contract or your employment will be extended beyond the Expiry Date

### Position, probation and employment-related legislation

You will be employed in the Position set out in the Key Details.

This Position’s Status is set out in the Key Details.

Your duties and responsibilities are set out in the position description in Schedule A, attached to this Employment Agreement.

The first six months of your employment will constitute a probationary period. Your continued employment with insert church name is dependent on you completing the probationary period to the insert church name’s satisfaction.

During the probationary period, either party may terminate your employment with one week’s notice in writing, except in cases of summary dismissal. insert church name may elect to pay you in lieu of part or all of your notice period or provide you with altered duties during the notice period.

Your employment may also be governed by the provisions of an applicable industrial instrument such as a National Employment Standards (NES) and/or other employment related legislation. Any such industrial instrument or employment related legislation does not form part of and is not incorporated into this Employment Agreement for any purposes.

### General obligations

Every Christian is called to do their work as working for the LORD, but those in Christian ministry know that they will face even greater scrutiny (e.g., Eph 5:7-8, James 3:1). Therefore, during your employment, you must perform your work, and anything connected with it:

1. with due care and skill and in a proper, thorough and co-operative manner;
2. safely, and in accordance with the insert church name’s safety requirements (including attending for work free from the risks associated with taking alcohol and/or other drugs at, or prior to attending, work);
3. in accordance with any day-to-day directions given by Moderator of the Session and/or the Session;
4. in accordance with any written direction, procedure or other specifications provided by the Moderator of the Session and/or the Session to you (relating to the performance of your work or anything connected with it);
5. by avoiding conflicts of interest, without acting (directly or indirectly) in competition with or against the insert church name without prior written consent from the insert church name;
6. perform your duties without jeopardising or damaging insert church name's or PCNW’s interest;
7. by maintaining confidentiality; and
8. in compliance with all relevant laws.

### Hours of work

Your ordinary hours of work will be an average of 35 hours per week.

However, due to the nature of insert church name activities and your position, you agree it is reasonable for you to work any additional hours necessary to achieve the efficient and effective performance of your duties. You will not receive any additional remuneration for any additional hours worked as these additional hours have been taken into account in setting your remuneration.

### Salary

You will initially be paid the Salary set out in the Key Details. 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.

Your salary (less applicable taxation) will be paid fortnightly into an account of a recognised financial institution of your choice.

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.

Except as specifically provided for under this Employment Agreement, the Salary and any other benefits are in satisfaction of and may be off-set against any legal entitlement arising under the National Employment Standards or any other law or legal instrument (collectively ‘the Instruments’), such as, but not limited to, any periodic rate of pay, overtime payments, weekend and holiday penalties, vehicle allowance and travelling expense.

### Fringe Benefits in Lieu of Travelling Allowance

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

Accordingly, you will be entitled to receive the travel non-cash benefits as set out in the Key Details. This will be credited to the Pastoral Assistant Benefit Account referred to above in 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 the Assembly approved rate.)

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

### 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, you will be entitled to receive the technology non-cash benefits as set out in the Key Details. This will be credited to the Pastoral Assistant Benefit Account referred to above in fortnightly instalments.

### Fringe Benefits in Lieu of Manse

Please delete one (Manse or Manse Allowance)

In lieu of a manse allowance, you will be provided with fringe benefits of equal value.

Accordingly, you will be entitled to receive the manse allowance non-cash benefits as set out in the Key Details. This will be credited to the Pastoral Assistant Benefit Account referred to above in fortnightly instalments.

OR

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.

### Ministry Expenses

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

### 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.

### Superannuation

PCNSW will, when required, make superannuation contributions on your behalf in accordance with the relevant legislation and/or industrial instrument in force from time to time. These superannuation contributions will be funded by the relevant PCNSW congregation or agency.

PCNSW will provide you with a standard choice form allowing you to nominate a fund into which superannuation contributions will be made on your behalf.

If you do not return the standard choice form PCNSW will contact the ATO to request your stapled super fund details. PCNSW will make contributions into the stapled super fund provided by the ATO.

If PCNSW is unable to make payments to either your nominated fund or your stapled super fund, or if the ATO advise that you do not have a stapled fund, then contributions will be made on your behalf to PCNSW’s default fund which is Signature Super (AMP).

PCNSW will also contribute as part of your Salary Package an additional fixed contribution of your salary at the rate set out in Key Details. (Delete this clause if paying standard super guarantee rate.)

As part of your Salary Package, you may elect to sacrifice part of your salary as voluntary superannuation contributions into the superannuation fund of your choice. If you want to salary sacrifice to superannuation you must provide PCNSW with a written election stating the amount of salary then elect to salary sacrifice to superannuation.

### Leave

Any entitlement you have to leave, including annual leave, personal/carer’s leave, compassionate leave, family and domestic violence leave, and long service leave is regulated by applicable employment related legislation. If you are a minister, deaconess, or commissioned gospel worker your long service leave is portable and is covered by the regulations of the PCNSW Long Service Leave Fund.

### Study Leave

You are 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.

On termination of employment, any unused study leave will be forfeited, and you will not be entitled to be paid in lieu of such leave

### Policies and procedures

You are required to comply with the PCNSW’s policies and procedures as they relate to your employment as varied from time to time at the PCNSW’s discretion. These policies and procedures are not incorporated into, and do not form part of, this Employment Agreement.

### Resignation and termination

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

Unless otherwise agreed between you and insert church name, or unless terminated in accordance with this clause, your employment will terminate on the Expiry Date.

Except during your probationary period or where your employment is terminated for reasons of serious misconduct, either insert church name or you may terminate your employment prior to the Expiry Date by giving the period of notice set out in the Key Details.

In either case, insert church name may elect to pay you in lieu of part or all of your notice period.

Alternatively, insert church name may require you not to report for work, or provide you with altered duties, during part or all of your notice period.

insert church name may otherwise terminate your employment immediately and without notice in the event you engage in serious misconduct.

On termination of your employment by any means, insert church name will pay to you:

1. your salary — payable to you up to and including the date of termination;
2. payment in lieu of any accrued untaken annual leave to which you are entitled up to and including the date of the termination; and
3. any other benefits due to you under this Contract or relevant legislation.

### General matters

This Employment Agreement constitutes the entire agreement between you and insert church name in relation to your employment. This Employment Agreement supersedes and replaces all prior representations and agreements concerning your employment with the insert church name.

Each term of this Employment Agreement is severable from the others and the severance of a provision does not affect the remainder of this Employment Agreement.

insert church name may change your Position, reporting arrangements, location of work, position description and responsibilities in accordance with the needs of the church. You agree that irrespective of any such changes, the terms and conditions of this Employment Agreement continue to apply unless otherwise varied in writing.

**Schedule A: Position Description**

Position Title: Pastoral Assistant (Unsupervised)

Position Summary:

Enter a summary of this position.

Key responsibilities:

* Enter key responsibilities and duties.

These responsibilities may be renegotiated from time to time according to the needs of the church or agency.

**Schedule B: 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:

1. been convicted by a Court of a sexual offence or an offence against the person of a child; or
2. been dismissed from any previous employment on the grounds that you were involved in improper conduct of a sexual nature with a child; or
3. retired or resigned from your previous employment following allegations that you were involved in improper conduct of a sexual nature with a child; or
4. 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 Acceptance 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 of insert church name 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 (and also to the Presbytery if you are a minister). 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.

**Schedule C: 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 (Unsupervised)*

|  |  |
| --- | --- |
| *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* |
| *Do you own and accept the Westminster Confession of Faith read in the light of the Declaratory Statement as an exhibition of the sense in which you understand the Holy Scriptures and as an expression of your own faith?* | *Y / N* |
| *Do you own and accept the presbyterial form of church government as being founded on and agreeable to the Scriptures?* | *Y / N* |
| *If you accept this appointment, do you promise to assert, maintain and defend, to the utmost of your power within your station, the doctrine, worship and government 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\*?**\*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)* | *Y / N* |

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