**Template employment contract**

**Full-time or part-time lay minister (permanent or max term)**

**[Letterhead of church]**

10 May 2023

[name]

[address]

Dear [name]

# Full-time/Part-time employment in the position of [ministry position] at [parish name]

We are pleased to offer you the position of **[ministry position] at [parish name]**. This offer is made with the approval of the Parish Council and the minister of the parish, the Rev [name] (the **Minister**).

This letter sets out the terms and conditions that apply to the position.

[***Option 1 – use if position is permanent:*** The position is a [full-time **OR** part-time] permanent position for [number of days] per week. It will start on [start date] and will continue until terminated by either party*.*

***Option 2 – use if position is maximum term:*** The position is a [full-time **OR** part-time] position for [number of days] per week for a maximum term of [insert period]. It will start on [start date] and end on [end date] unless it is terminated earlier in accordance with the terms of this letter. The term of your employment may be renewed in writing at the expiration of the term.

***End options.***]

[***NB:*** *a ‘maximum term’ contract is different to a ‘fixed term’ contract in that it is possible to terminate a maximum term contract early without paying out the balance of the term. The benefit of a fixed term is that the parties are unable to withdraw from the agreed arrangement without either breaching the contract or paying a penalty. Please contact SDS Legal via the Sydney Diocesan Services website if you require a fixed term contract.*

*From 6 December 2023, contracts for a set duration (incl. a fixed or maximum term) may only be used in limited circumstances. In general, it will not be possible to have an employment contract for fixed or maximum term that effectively exceeds 2 years (incl. by way of renewal or ‘rolling’ terms) or to renew a contract for a set duration.*]

You will be responsible to the Minister (or his nominee) for the day to day performance of duties associated with the position. However in relation to all administrative matters you will be responsible to the wardens. The position is otherwise subject to all applicable ordinances and rules in force from time to time in the Anglican Church Diocese of Sydney.

# Duties and performance of duties

The duties of the position may be reviewed and updated from time to time by the Minister (or his nominee) in response to the changing needs of the parish and in consultation with you.

[***Option 1:*** However currently the main duties of the position are:

* [list main duties of position and any restrictions on such duties]; and
* [insert].

***Option 2:*** [You will be provided with a position description that sets out your current duties in due course. **OR** A position description that sets out your current duties is attached to this letter (see attachments).]

***End options.***]

You will also undertake any other duties that the Minister (or his nominee) reasonably and lawfully directs you to undertake from time to time.

You will undertake and, at the request of the Minister, be available to undertake these duties on [insert days] or such other days as we agree from time to time. On these days you will work such hours as are reasonable and necessary to ensure that your duties are properly undertaken. This may include taking part in ministry activities during the evenings of the days you work and, on occasion, overnight.

[***Option 1 – use if position is full-time:*** Your ordinary hours of work will, on average, be 38 hours per week plus any reasonable additional hours that are necessary for you to fulfil your duties.

***Option 2 – use if position is part-time:*** Your ordinary hours of work will on average be [insert number of hours, but cannot be more than 38] per week plus any reasonable additional hours that are necessary for you to fulfil your duties.

***End options.***]

[***NB:*** *unlike ordained assistant ministers, lay ministers are employees and the National Employment Standards apply to them. This means they have maximum weekly hours of work, which cannot exceed 38 for a full-time lay minister (and the agreed hours for a part-time lay minister) unless the additional hours are ‘reasonable’ in the circumstances.*]

You are not to be engaged in any other employment without our prior written agreement. [***NB:*** *consider if required for part-time employment.*]

Please note that our places of work are non-smoking areas. Alcohol is not permitted on any church premises except for the purposes of Holy Communion unless otherwise permitted by the Parish Council.

You agree to abide by all the policies and procedures of or applicable to your employment at the parish as varied from time to time. However you acknowledge that these policies and procedures are not terms of your employment and are not binding on us.

During the course of your employment you may become aware of confidential information. You agree to keep this information confidential both during and after your employment, except insofar as such disclosure may be reasonably necessary for the proper performance of your duties.

# Remuneration

[***Option 1 – use if position is full-time:*** The remuneration for this position will be paid or provided in accordance with the minimum stipend and allowances applicable to the position of a ‘lay minister’ as recommended from time to time by the Standing Committee of the Anglican Church Diocese of Sydney in its annual Remuneration Guidelines.

Currently, the recommended minimum stipend for your position is $[amount] per annum.

You will also be entitled to the following:

* A travelling allowance based on the Diocesan scale set out in the Remuneration Guidelines which is currently $[amount] per annum (calculated as the fixed amount of $[amount] plus $[amount] for the variable portion, based on an estimate of [insert]km @ $[amount] per 1,000km).
* An allowance for ministry related expenses of $[amount] per annum.

[***NB:*** *generally only applicable if the parish does not agree to pay for ministry related expenses such as electricity, gas, water, telephone (including mobile), hospitality, books and conference costs and professional development, computer (hardware, software & internet) and office furniture and equipment from general parish funds.*]

* [An allowance for accommodation of $[amount] per annum. **OR** The use of the residence for you and your immediate family at [address of residence] or alternative accommodation of a comparable standard.

Your stipend and allowances will be paid in equal monthly instalments to a bank account of your choice.

At your request, part of your remuneration package can be provided to you as a benefit through a minister’s discretionary benefits account (**MDBA**) in accordance with the terms of the Remuneration Guidelines applicable from time to time. If you choose to receive any part of your remuneration as a benefit, the wardens reserve the right to put in place reasonable controls to ensure the MDBA is operated in accordance with the Remuneration Guidelines and any applicable tax laws.

***Option 2 – use if position is part-time:*** The remuneration for this position will be paid or provided with reference to the relevant full-time stipend and benefits on a pro-rata basis (based on a 6 day week) as recommended from time to time by the Standing Committee of the Anglican Church Diocese of Sydney in its annual Remuneration Guidelines.

Currently, the recommended stipend for a lay minister working [insert number of days or hours] is $[amount] per annum.

You will also be entitled to the following:

* A travelling allowance of $[amount] per annum (calculated as the fixed amount of $[amount] plus $[amount] for the variable portion, based on an estimate of [insert]km @ $[amount] per 1000km).
* [insert other allowances as appropriate]

Your stipend and allowances will be paid in equal monthly instalments to a bank account of your choice.

***End options.***]

[***Superannuation –*** *delete if wages for a calendar month will be less than the superannuation threshold of $450*: In addition, the wardens will make [the recommended amount of superannuation contributions set out in the annual Remuneration Guidelines/compulsory superannuation contributions in accordance with applicable superannuation legislation]. We will pay the superannuation contributions into:

* your choice of complying superannuation fund (in which case, you need to complete and return the enclosed Superannuation Standard Choice form), orAnglican National Super if you do not nominate a fund and do not have a stapled super fund.

***End wording.***]

# Leave

You will be entitled to annual leave, personal/carer’s leave, long service leave, and other forms of leave in accordance with applicable legislation. Please refer to the Fair Work Information Statement for further details (see attachments).

# Professional standards

The Anglican Church Diocese of Sydney is evangelical and Bible-based. It is expected that, both during and outside your work hours, you will conduct yourself in a manner that is, at all times, consistent with the teaching of the Bible, as understood and professed by the Diocese of Sydney, as well as the principles and values of the Diocese. This includes parish or Diocesan policies concerning personal behaviour that may be in force from time to time, including *Faithfulness in Service: A national code for personal behaviour and the practice of pastoral ministry by clergy and church workers* (see attachments).

Although these policies are not terms of this agreement, you must strictly comply with the policies, and any breaches of the policies (including any breaches which occur outside work hours and/or away from work premises) will warrant disciplinary action, which may include the termination of your employment.

# Dispute resolution

You agree to comply with the *Diocesan policy for dealing with allegations of unacceptable behaviour* (see attachments) as amended from time to time, to deal with any disputes relating to your employment.

# Performance review

The Minister will endeavour to review your performance every 12 months. The main purpose of the review is to give the Minister a formal opportunity to provide you with feedback about your work. It will also give the Minister an opportunity to review the allowances that are paid in connection with your work and make recommendations to the Parish Council concerning your allowances.

# Probationary period

The position is subject to an initial probationary period of 6 months, during which an assessment will be made regarding your suitability and capability for the position. During the probationary period, your employment may be terminated at any time by either you or us by the giving of one week’s notice in writing to the other party.

# Termination

After the probationary period, your employment may be terminated as follows:

1. [***Delete if not maximum term –*** automatically at the end of the maximum term with no further notice by either you or us;]
2. if the minister and wardens wish to terminate your employment, on our giving you at least the minimum period of notice required under the *Fair Work Act 2009* (Cth);
3. if you wish to terminate, by giving the same period of notice that would be required to be given by us under [(a) **OR** (b)] if we wished to terminate your employment; and [***NB:*** *the reference is to (a) if the maximum term clause is deleted and (b) if the maximum term clause is retained.*]
4. summarily for serious misconduct by notice given to you by us effective immediately. Serious misconduct includes, among other things, gross dishonesty, violence, gross incompetence and pursuing a lifestyle which is inconsistent with the principles and values of the Anglican Church Diocese of Sydney or any other act which would entitle us to dismiss you summarily.

If you are entitled to notice, we may, in our absolute discretion, elect to pay an amount of your remuneration in lieu of some or all of the relevant notice period.

On the termination of your employment you must return to us all parish property in your possession.

# Special condition(s) of employment

Given the duties involved in this position, this offer is conditional on you:

1. obtaining from the Archbishop, an authority under the *Authorisation of Lay Ministry Ordinance 2015* for you to exercise the office of lay minister in the Diocese of Sydney; and
2. having a current Working With Children Check (**WWCC**) clearance (or current application) and us verifying that you have obtained the clearance and any personal information that may reasonably be required in connection therewith including your full name and date of birth; and
3. having satisfactorily completed the Diocese’s safe ministry assessment and training requirements.

You must provide us with a copy of your submitted applications for an authority and WWCC clearance, as well as a copy of the authority, clearance and safe ministry certifications when you receive them.

It is an ongoing condition of your employment that you have a current authority, WWCC clearance and safe ministry certifications at all times during your employment. We may take action to terminate your employment, including summarily, if you do not fulfil these requirements at all times during your employment.

# Entire agreement

This letter (excluding attachments) contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to the subject matter. The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and us.

# [*Optional wording:* Surveillance

We reserve the right [to conduct camera surveillance and ]to access and monitor any communications sent or received via our communications systems in accordance with the Workplace Surveillance Policy (see attachments).

***End optional wording.***]

[***NB:*** *if it is intended that workplace surveillance be conducted, then the workplace surveillance notice and policy will need to be provided to the employee as part of the packet of ‘attachments’ to this letter. Also, if camera surveillance is carried out, the cameras must be clearly visible in the workplace and signs must be placed at each entrance to the workplace to notify persons that they may be under surveillance.*]

**Governing law**

Your employment and this letter are governed by the laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts exercising jurisdiction there.

# Documents to be completed and returned

* *Tax File Number Declaration*
* *Standard Superannuation Choice Form*

# Other attachments

1. [*Position description for lay minister*]
2. *Fair Work Information Statement*
3. *Faithfulness in Service: A national code for personal behaviour and the practice of pastoral ministry by clergy and church workers*
4. *Diocesan Policy for dealing with allegations of unacceptable behaviour*
5. *Workplace Surveillance Notice and Policy*
6. *[add any others]*

# Acceptance

If you wish to accept the position in accordance with the terms and conditions set out in this letter, you should:

1. complete the “documents to be completed and returned” listed above;
2. familiarise yourself with the “other attachments”;
3. provide a copy of your lay authority and WWCC clearance (or submitted applications);
4. sign a copy of this letter in the space indicated below, and
5. return to us the copy of the signed letter, the required documents, and provide details of the bank account into which you wish us to pay your stipend and allowances as soon as possible.

We pray that your ministry among us will be a blessing to you, as well as to the saints at [parish name], and look forward to serving alongside you for the advancement of the gospel in [parish].

Yours sincerely

**The Wardens**

**ACCEPTANCE AND SIGNATURE**

I, [name], accept the offer of employment in the position as set out in this letter.

Signature ………………………….…………………………. Date………………………….