**Sample employment contract**

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| This is a template policy developed for general use by Baptist Churches in NSW and ACT and may not necessarily be suitable for you and your church's situation.    The information provided in this document is accurate and up-to-date as of the time of writing. However, due to the possibility of changes in circumstances or changes in legislative requirements and best practise, we cannot guarantee the continued accuracy or relevance of the content.    It is recommended that you consider whether the information is appropriate to your needs, and where appropriate, seek professional advice.    This document should be used and read in conjunction with the *Guide to the Template Policies* document.    The following template Conflict of interest policy has been developed based on the ACNC’s template policy available at <https://www.acnc.gov.au/tools/templates/conflict-interest-policy> |

**[date]**

**[Name] [Surname]**

**[Address]**

Dear **[Name],**

**CONFIRMATION OF EMPLOYMENT**

On behalf of **ABC Baptist Church’s [governance group]** (called the **[‘governance group’])**, I am pleased to confirm your employment with us in the position of **[Job Title].**

The enclosed employment agreement (Agreement) confirms the terms and conditions that apply to your employment.

Please indicate your acceptance of these terms by signing the Agreement. If you have any questions, please feel free to contact **[insert contact details].**

We look forward to you joining our team!

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| Yours sincerely,  **[Name]**  **[Governance group member]** |  |

**Employment Agreement**

# Parties

# This Agreement is made between:

# ABC Baptist Church. [Insert address] (‘the Church’):

# and

**[Name] [Surname] [Address]**

# Appointment

# The commencement date of your employment is [date]

# You are employed on a [full-time / part-time] in the position of [job title]

# You will report to the [insert job title of line manager]

# Employee confirmation

# You confirm that:

* you possess the skills, competence and qualifications required to carry out the duties required of your position, and any representation made by you as to your qualifications and experience are true and correct.
* you have disclosed to the Church the particulars of any restraint or restriction (howsoever arising) which may affect your performance of the terms and conditions of this Agreement.
* you have not been charged with or found guilty of any offence which would be incompatible with your duties and responsibilities, or the trust and confidence placed in you by the Church to perform your role.
* you have participated in, or will agree to participate in any background check and/or medical examination/ WWCC and the Church’s Safe Ministry Questionnaire and Code of Conduct as relevant to your position.
* you are legally entitled to work in Australia and agree to produce the appropriate documentation should it be requested by the Church.
* you hold to/can provide a suitable response to the Church’s Statement of Beliefs.

# Probation

# Your employment will be subject to an initial six (6) months probationary period. During probation, the Church will assess the suitability of your continuing employment and either party may terminate your employment by providing one week’s written notice to the other party (or payment in lieu of notice).

# Hours

# Your ordinary hours will be 38 hours per week.

# With consultation, the Church may also require you to work reasonable additional hours from time to time, [for which a time in lieu arrangement can be made in accordance with our leave policy. ]

# Remuneration

# The [part time/ full time/ casual] package amount per annum is $XX plus superannuation at 12% which includes the superannuation guarantee.

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| Stipend | XX |
| Car allowance | XX |
| Other allowances | XX |
| Superannuation | XX |
| Total FTE | $ XX |

# [Of this, XX will be paid to you as a non-cash benefit].

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| Your salary will be paid fortnightly by electronic funds into your nominated bank or building society account less applicable tax.  This amount is inclusive of all penalties, allowances, overtime payments and leave loading.  This amount is inclusive of casual loading.     1. **Expenses**   You will be reimbursed for all reasonable out-of-pocket work expenses incurred in the proper performance of your duties that are authorised in advance by the Church and supported by appropriate receipts, subject to the terms of any applicable workplace policy.   1. **Duties and Responsibilities**   The details of your duties and responsibilities are set out in your position description, however, the Church may require you to perform other reasonable duties from time to time.  During your employment you must:   * devote the whole of your time, attention, and skill during working hours and at other times as reasonably necessary to perform your duties. * follow and comply with all reasonable and lawful directions given to you by the Church. * be faithful and diligent, and actively pursue the Church’s best interest always. * not, in connection with your employment with the Church, accept any financial or other benefit except from the Church unless such benefit is disclosed to the Church’s**[governance group]**, and it expressly permits you to accept it. * not conduct yourself in a manner, whether during or after work hours, that in the opinion of the Church’s **[governance group]**, causes damage or potential damage to the Church’s property or reputation. * not use internet, email, or voicemail at the workplace for excessive personal use, to view or distribute offensive or illegal material, or in any manner not consistent with the Church’s workplace policies. * not unlawfully discriminate against, sexually harass, or bully another person in any manner related to your employment or the Church’s ministry.  Leave You are entitled to leave in accordance with the *National Employment Standards* in the *Fair Work Act 2009 (Cth).* Workplace PoliciesThe Church has policies that address how our organisation operates, procedures to be followed and expectations in relation to aspects of the workplace. You are required to be familiar with the content of these policies and to always comply with their terms.   Any failure to comply with our policies and procedures may result in disciplinary action up to and including termination of employment. The Church may unilaterally introduce, vary, remove, or replace policies at any time during your employment. Dress Code and Protective Equipment You are required to wear appropriate and adequate clothing and footwear (including any relevant protective clothing and/or equipment) suitable to the nature of the work you perform and the location where you perform that work, or as directed or required by the Church’s workplace policies.  You must apply due diligence to the care and maintenance of such clothing and equipment.   1. **Organisational Property**   The Church may provide you with organisational property during your employment such as:   * a laptop and mobile phone * work vehicle * working from home equipment   The provision of any such organisational property is contingent on your role and will be provided at the absolute discretion of the Church. You will not have a contractual entitlement to such organisational property, and it may be withdrawn by the Church at any time.  You must ensure that all organisational property in your possession or control is properly cared for and maintained.  Any organisational property must be used in accordance with any applicable workplace policy. Personal use is not permitted other than as provided for by any workplace policy (or as otherwise expressly allowed for by the Church). Confidential Information Confidential information includes church information, pastor’s details, and all documents such as records, reports, data, proposals, budgets of the Church or any church, entity or individual related to the Church. During your employment, you must:   * keep all confidential information secret and confidential. * take all reasonable and necessary precautions to maintain secrecy and prevent the disclosure of any confidential information to a third party. * not use or make any copies of any confidential information.   This clause will survive the termination of your employment, irrespective of the basis of the termination and remain in full effect indefinitely.   1. Intellectual Property  *‘Intellectual Property Rights’* means all intellectual property rights as defined by law including know how, trademarks, business names, the right to have confidential information kept confidential, copyright, inventions, designs, patents, discoveries, concept, and improvements, data reports, proposals, or ideas.   You acknowledge and agree that it is a condition of employment that the Church shall be the owner of all intellectual property rights in everything created, generated, or contributed to by you in the course of your employment.  This clause will survive the termination of your employment, irrespective of the basis of termination and This shall remain in full force indefinitely. **Termination of Employment** Following the probationary period applying to your employment, you or the Church may terminate your employment at any time providing the required amount of written notice is given. On termination of your employment, you must immediately return all property in your possession belonging to the Church, including but not limited to, all documents, confidential information, equipment, software, computers, credit cards, keys, vehicles.  We may terminate your employment by giving the following period of notice (or payment in lieu) depending on service. The period of notice will increase by 1 week if the employee is over 45 years of age. |
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| Period of continuous service | Notice period |
| Not more than 1 year | 1 week |
| More than 1 year, but not more than 3 years | 2 weeks |
| More than 3 years, but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

You may terminate your employment agreement with four weeks written notice, unless otherwise negotiated with the Church.

The Church may terminate your employment immediately if in the opinion of the Church you

* disobey or refuse to carry out a lawful direction of the Church.
* are guilty of serious misconduct including, without limitation, committing any act of dishonesty, fraud, theft, harassment (including sexual harassment), or discrimination, or wilful breach of duty or workplace policy; serious or wilful neglect in the performance of your duties; being intoxicated at work, or engaging in conduct that causes risk to a person’s health and safety or to the Church’s reputation or viability.
* are convicted of an offence precluding or inhibiting the further performance of your duties.
* cease to be legally entitled to perform work in Australia.

# Deductions

You agree that, to the extent permitted by law, the Church may make deductions from any amount payable to you:

* where the deduction amount relates to any overpayment of salaries of other benefit or entitlement.
* where the deduction amount relates to the reasonable cost or repair of any equipment or property damaged or lost or not returned to the Church.
* where you do not serve out your full notice period on termination but are required to do so by the Church.
  + you acknowledge that these deductions will be to your benefit as they will discharge any debts owed by you to the Church.

1. **Acceptance**

I, **[Name] [Surname]**, accept the terms and conditions of this Agreement.

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Signature, date