**<YOUR CHURCH>**

**Employment Contract**

**<Employee Name>**

**1st January 20XX – 31st December 20XX**

#### General Conditions of Employment

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# General Conditions of Employment

It is a condition of employment that the employee upholds and exemplifies the highest standards of morality and personal holiness, as proclaimed in the New Testament. Perusal of the various CRC Churches International policy documents will reveal our understanding of the standard which is set forth in Scripture. To ensure that a high standard of ministerial ethics and practices are maintained, guidelines and policies detailing the expectation on those in ministry, have been developed. It is incumbent upon all ministry staff to familiarise themselves with these documents.

**Standard of Morality**

Because certain things may be considered open to different interpretation, some specific examples of unacceptable behaviour/standards are noted as follows:

* Addictive habits. For example, nicotine, alcohol and other non-medically prescribed drugs which are physically damaging, and opposed to personal holiness.
* Sexual harassment. Refer to CRC Policy Statement on Sexual Harassment for further details.
* Moral, ethical and financial impropriety. Refer to CRC Charter; National Constitution; Discipline and Restoration Guidelines; Senior Minister/Eldership Board Guidelines.. For example, the CRC Ministry Policy on sexual morality states:

*“The CRC Churches International understands that the Biblical model of sexual relationships for Christian people is to have one monogamous, legally performed marriage between a man and a woman, in which there is freedom of love, care, mutual respect, submission and sexual intimacy. In such a context, children may be born and raised in an atmosphere of loving care, training and discipline.*

*Recognition is also given to the validity of remarriage for a person whose spouse has died or a divorced person who meets the requirements outlined in the currently approved “Guidelines on Divorce and Remarriage”.. Fornication, adultery, defacto relationships, homosexuality or any other forms of sexual deviation clearly condemned by Scripture are deemed unacceptable and consequently no recognition for any area of ministry can be given to such persons who continue in, or condone as acceptable, such practices.”*

The above CRC statement is not intended as an exhaustive list, but rather illustrative of some things which are unacceptable.

All **<YOUR CHURCH>** staff are to be surrendered to the authoritative and very clear expectations that Jesus Christ and the authors of the New Testament give as guidelines and directives. These guidelines provide very clear direction for correct values, morals, ethics, attitudes and behaviours for all followers of Christ and in particular those called to be leaders of Christ's church. The following New Testament passages clearly outline these guidelines and directives: Matthew 18:15-20; Mark 9:33-37; Mark 10:35-45; Romans 12:9-21; Romans 13:8-14; 1 Corinthians 6:9-11; Ephesians 4:1-6; Ephesians 4:17-5:21; Philippians 2:1-18; 1 Timothy 3:1-13; Titus 1:5-9; James 3:13-4:10; and 1 Peter 5:1-11.

It is not possible to list all of the negative behaviour patterns or standards which would disqualify a person from employment at **<YOUR CHURCH>**. Rather, it is more important to focus on the positive requirement of a whole-hearted commitment to following Christ, with the attendant evidence of what the Scriptures expect about a disciplined and moral Christian lifestyle.

**Working Conditions**

The aspects of the church which will affect you directly are, of course, your ministry portfolios and responsibilities (which have already been discussed with you and are clearly outlined in your role and job description) and your working conditions which are:

**1. Hours of Work**

• Normal office hours are 8.30a.m. to 5.00p.m. with up to one hour break for lunch.

• Full-time Staff are employed on a 37.5 hour week basis, or 7.5 hours per day, with the first half hour of each day being for personal and team devotions.

• All Staff (both full-time and part-time) are to be actively involved in our Sunday Service (5 hours) and serve the congregation or be involved in some form of ministry expression up to but preferably not exceeding three week nights (up to 7.5 hours). This level of commitment and time involvement is practised by many of our senior non-salaried lay leaders who work full-time in secular employment.

• Paid and voluntary time for full-time Staff should amount to but not exceed 50 hours per week for full time employment. It is anticipated that pastoral staff will at times work in excess of 50 hours. To compensate for the excess hours worked, pastoral staff will be entitled to at least an additional day off per calendar month, to be worked out in consultation with the Senior Minister.

• It is expected that Staff pace themselves, so they can maintain a healthy balance with respect to non-work-related family and leisure activities on a weekly basis.

 SPECIAL NOTE: Normal office hours for administrative/secretarial staff are 8.30a.m. to 5.00p.m. with up to one hour break for lunch. These Staff are employed on a 37.5 hour/week basis. They are expected to be in attendance at church in the service on Sundays and to have some ministry/service expression within the life of the assembly.

1. **Definitions**
	1. “Act” means the Fair Work Act 2010 as amended and any successor Act; www.fwa.gov.au
	2. “Award” means “Award-free” as there is no specific industrial instrument and the National Employment Standards under the Federal Act will apply. www.fairwork.gov.au
	3. “Contract” means this contract of employment;
	4. “Employee”, means “you” and “your” means the employee named and described in Schedule 1;
	5. “Employer”, “we’, “us” and “our” means Christian Family Centre Inc;
	6. “Immediate Family” includes an Employees spouse,(including domestic partner), child, parent, grandparent, grandchild or sibling and the child, parent, grandparent, grandchild or sibling of the Employees’ spouse (Including domestic partner);
	7. “Position” means the position prescribed in Schedule 1.
2. **Employment**
	1. We have offered and you have accepted employment on the terms and conditions outlined in this Contract.
	2. This Contract may only be varied in writing signed by you and us.
	3. You agree that this Contract and Award shall form the completed agreement covering all terms and conditions of your employment with us.
3. **Period of Contract**
	1. You will be employed from the date specified in of Schedule 1 (The commencement date)
4. **Status of Employment**
	1. You will be employed on part-time, or casual basis as set out in of Schedule1
		1. Casual employees are engaged by the hour and are not entitled to guaranteed shifts or hours of work providing that upon attending work they are engaged for a minimum of 3 hours of work. Casual loading will be paid in accordance with the Award in lieu of all entitlements to paid leave. The termination provisions of this Contract do not apply to a casual employee. A casual employee has no ongoing expectation of employment. We may terminate the employment upon giving 1 days notice.
		2. Full time employees are subject to the terms of this contract engaged to work 37.5 hours per week or an average of 37.5 hours per week.
		3. Part-time employees are engaged to work less than 37.5 hours per week and have reasonably predictable hours of work. The terms of this contract will apply to part time employees on a pro-rata basis.
	2. You will be employed in the position set out in of Schedule 1.
	3. Your duties and responsibilities are set out in your job description. This may vary from time to time by us in consultation with you in order to meet our operational requirements.
5. **Leave**
	1. **Annual Leave**
		1. Subject to the terms of this contract, you are entitled to 20 days paid annual leave per year of service.
		2. Subject to the terms of this contract, you will be paid an annual leave loading of 17.5% of your ordinary rate of pay when taking annual leave, up to a maximum of 20 days for each year of service.
		3. You must give us one month’s written notice from the date from which annual leave is proposed to be taken (this requirement applies to each and every request for annual leave) unless agreed by the parties.
		4. We may refuse a request for annual leave due to the operational requirements of the church.
		5. We may direct you to take annual leave in accordance with the National Employment Standards (NES).
		6. Unused annual leave balances accrue from year to year but accruals are not allowed to exceed 8 weeks.
	2. **Personal Leave**
		1. You are entitled to 10 day paid personal leave per year for service in accordance with the NES.
		2. Paid personal leave includes sick leave and carers leave and can be taken:
			* 1. Due to personal illness or injury (sick leave); or
				2. To provide care or support for a member of your immediate family or household who requires care or support due to personal injury or illness, or an unexpected emergency (Carers Leave).
		3. If requested by us, a certificate of a registered medical practitioner, or other evidence satisfactory to us (such as a statutory declaration), must be provided for each leave request as soon as is practicable.
		4. You must notify us by speaking to your Supervisor or another appropriate person if your Supervisor is unavailable (not by text message or email) as soon as reasonable and practical that you are unable to attend work and the reason for the non attendance
	3. **Long Service Leave**
		1. You are entitled to long service leave in accordance with the NES.
	4. **Compassionate Leave**
	5. You are entitled to 2 days paid compassionate leave per occasion to be taken upon the death of a member to your immediate family or household or to spend time with a seriously ill or injured member of your immediate family or household in accordance with the NES.
		1. The requirements referred to in clauses 5.2.3 and 5.2.4 of this contract shall apply for compassionate leave.
		2. Compassionate leave is not cumulative.
		3. For the purpose of this clause, an occasion is limited to each separate life threatening injury or illness sustained by the person concerned.
	6. **Unpaid Carers leave**
		1. You are entitled to 2 days unpaid carer’s leave on each occasion that a member of your immediate family or household requires care and support due to illness, injury or an unexpected emergency in accordance with the NES.
		2. The requirements referred to in clause 5.2.3 and 5.2.4 of this contract shall apply for unpaid carer’s leave.
		3. Unpaid Carers leave is not cumulative.
		4. You will only be eligible for unpaid carers leave if you do not have any paid personal leave credit available.
	7. **Parental Leave**
		1. Parental Leave shall be provided in accordance with the NES.
	8. **Public Holidays**
		1. You will not be required to work on a day that is prescribed as a public holiday.
		2. If you would ordinarily have worked on the day that is prescribed as a public holiday then you shall be paid at your ordinary rate of pay for that day.
		3. Subject to the terms of this Contract, you will be paid at a rate of double time and a half for all time worked if you are required to work on a public holiday.
6. **Meal Breaks**
	1. You will be entitled to an unpaid meal break of 30 to 60 minutes if you work in excess of 5 hours, to be taken at a time that is mutually satisfactory.
	2. You will be entitled to a paid 10 minute tea break that in each 4 hour period worked.
7. **Remuneration**
	1. Your ordinary rate of pay will be set out in Schedule 1.
	2. Payment will be made (1 week arrears/1 week advance) by electronic funds transfer each fortnight to a nominated financial institution compatible with out funds transfer ability.
	3. We will review your rate of pay from time to time at our discretion. Factors to be considered in reviewing your rate of pay will include your performance, CPI increases, productivity, profitability, expected workload and the Award.
	4. Subject to the terms of this Contract, any right to any additional entitlements or the allowances to be provided are set out in Schedule1.
	5. The salary packaging arrangement (the Arrangement) will be offered by us subject to our internal policies and procedures governing the application of salary packaging services and changes in Fringe Benefits Tax (FBT) legislation.
8. **Superannuation**

 We will contribute on your behalf to such complying fund as nominated by you in accordance with the rates in the Superannuation Guarantee legislation as amended from time to time.

1. **Ending Employment Without Notice**
	1. We may end your employment without notice if your conduct is clearly wrong, dangerous or unsuitable or in breach of this Contract.
	2. The type of conduct that may allow us to end employment without notice includes:
		1. being under the influence of alcohol or prohibited substances;
		2. stealing, fraud, assault or other criminal behaviour;
		3. sexual assault or other offensive or harassing behaviour;
		4. not carrying out health and safety obligations;
		5. refusing to carry out a lawful and reasonable instruction;
		6. bullying or intimidating behaviour;
			1. failure to remedy a breach of any other clause of this Contract within 14 days after receipt by you of a notice in writing by us setting out the details of the breach and requiring rectification.
2. **Redundancy**
	1. Redundancy is a decision made by us that a job being performed by you is no longer required to be performed.
	2. You will be entitled to redundancy pay in accordance with the NES
3. **Abandonment of Employment**
	1. Any absence by you from work for a continuous period exceeding 2 working days without our consent will be evidence that you have abandoned your employment with us.
	2. Termination of employment by abandonment will operate from the date of your last attendance at work.
4. **Intellectual Property Rights**
	1. For the purpose of this clause intellectual property means all intellectual property and right in property, including but not limited to patents, copyrights, electronic layout rights, registered designs, trademarks and any right to have confidential information kept confidential and any application or right to apply for said rights.
	2. All intellectual property arising as a result of the performance of this contract by you is or will be our exclusive property.
	3. You will do all things necessary to assist us to identify, document and protect our intellectual property.
5. **Confidential Information**
	1. For the purpose of this Contract “confidential information” means:
		* 1. the name and contract details of our clients and potential clients;
			2. matters of a technical nature, trade secrets, technical data, marketing procedures, tenders and information, accounting programs and procedures, financial information (other than your financial information), salaries (other than your salary), strategic and business plans and like information relating to our business;
			3. other information which we tell you is confidential or which if disclosed, you know or ought to reasonably know would be detrimental to us;
			4. all other information which is imparted to you in circumstances which you know or ought to reasonably know that the information is confidential to us or to any person with whom we are concerned.
	2. For the purpose of this Contract “confidential information” does not include information which is in the public domain.
	3. Except as required by law, you must not disclose, divulge, communicate to or otherwise place at the disposal of a third party, in any form or by any means, any confidential information. You must keep in the strictest confidence any confidential information of which you become aware throughout the performance of your obligations under this Contract.
	4. You acknowledge and agree that a breach of this clause shall be grounds for termination of your employment without notice.
	5. The termination of this Contract or your employment for any reason whatsoever will not affect the operation of this clause, which will remain in force and effect irrespective of that termination.
6. **Resolving Workplace Disputes**
	1. This procedure will be followed to resolve any concerns or disputes (the matter) arising during your employment:
		1. You must first follow the procedure outlined in our Grievance Policy as amened from time to time.
		2. If the matter is not resolved, either party may refer the matter to Fair Work Australia (FWA) for mediation or conciliation. If mediation or conciliation fails to resolve the matter, the parties may, by agreement, request that the matter be arbitrated. Should this occur, FWA’s decision will be final and binding.
		3. The parties agree that if either party refers the matter for conciliation or mediation, the parties will participate in the process in good faith.
		4. While the matter is being dealt with, work will continue as normal except where there is a bona fide concern regarding an immediate threat to your health or safety. Where there is a bona fide safety issue, you must perform alternative work as reasonably directed.
		5. You may appoint in writing, help, assistance or representation from any person, agent or union of your choice in relation to the matter.
7. If any part of this Contract is found to be unenforceable that it shall in no way affect or reduce the enforceability of the balance of the contract.
8. The fact that we do not, on a default in respect of any provision of this Contract, exercise any rights or remedies to which we are entitled, shall not be construed or operate in any way as a waiver of any of our rights or remedies.
9. You acknowledge that:
	1. the provisions of this Contract shall not be affected and shall continue to apply notwithstanding a change in your job classification or description during the course of your employment;
	2. you have had the opportunity to obtain independent advice before entering into the Contract;
	3. you have received fair and adequate compensation for entering into this Contract; you have read and understood this Contract and agree to be bound by its terms.

|  |  |
| --- | --- |
| EXECUTED as an AgreementSigned for and on behalf of: |  |
|  General Manager |  |
| Print Name | <Boss> |
| Employees Signature  |  |
| Print Name | <Employee Name> |

Date / /

#  SCHEDULE 1

#### Employment Contract

##### Part 1 of 2

# EMPLOYMENT CONTRACT

**<Employee Name>**

**EMPLOYMENT CONTRACT FOR THE PERIOD**

**1st JANUARY, 20XX – 31st DECEMBER, 20XX**

<Employee Name> is to be employed by the <Your Church>, 5 days/week, with the conditions and entitlements to be reviewed by 31st December 20XX.

A salary package of $--,---- per annum is provided (on the basis of 5 days/week employment). This package will be paid partly as fringe benefit and partly as a taxable salary, with the church contributing to some additional ministry expenses and Workcover and Superannuation as described in the attachment.

1. It is the intention of the <Your Church> to provide the following fringe benefits and expenses from 1st January 20XX:

* 1. All necessary costs involved in running and maintaining a suitable vehicle, including maintenance, petrol, insurance, licence replacement.
	2. Housing and all related housing expenses, including but not limited to upkeep, repairs, rates, furnishings, insurances, utilities.
	3. Expenses incurred in providing meals or accommodation for members or visitors.
	4. Cost of attending conferences and seminars for the maintaining and improving of ministry skills.
	5. Costs of books, magazines, tapes and ministerial supplies associated with your particular responsibilities at the church.

2. It is not possible for <Your Church> to totally meet the cost incurred to fulfil all such ministry; however, we have set your expense budget at this time, according to our financial ability, at $--,--- per annum.

3. This contract is designed to specifically declare our requirements of you and your family to properly carry out your ministerial duties in our church.

* 1. The minister is required to use his car for the carrying out of ministerial duties.
	2. The minister is required to use his home for the purpose of counselling, providing hospitality, sermon preparation, accommodation for ministerial visitors, guests and other church functions including leadership training essential to the carrying out of ministerial duties.
	3. The minister is required to be available to discharge ministerial responsibilities to parishioners 24 hours a day. This includes giving regular time to visitation both in homes, hospitals and other places where this is necessary, as well as reasonable time for counselling as it is requested.
	4. The minister is required to take 8 days annual leave/year.
	5. The minister may be required to attend recommended seminars/conferences, etc. for the purpose of maintaining and improving the effectiveness of his ministry.
	6. The minister is required to train his children to be an example according to the Scripture that may involve a Christian or private school education.
	7. The minister may be required to travel interstate and overseas for the purpose of fulfilling his ministry to those outside the scope of the local church.
	8. The minister is required to provide for himself and his family adequate life assurance and medical cover.
	9. These items will be reviewed from time to time, and at least annually.

Expenses will only be paid upon presentation of account.

Cash reimbursements will only be given where claims are adequately substantiated. However, these must be kept to an absolute minimum.

This contract will be reviewed annually when salary rates are reviewed by the Salary Review Committee. A new contract will be required when there is a change to salary levels.

"I understand the above remuneration arrangements and confirm that I have read and accept the terms and conditions of the <Your Church> Employment Policy Guidelines."

Signed: ......................…….

 <Employee Name>

Chairman Salary Review
Committee Chairman: ...............................

 <Chairman Name>

General Manager: ..............................

 <Boss>

Date:

#### Employment Contract

##### Part 2 of 2

# EMPLOYMENT CONTRACT - SUMMARY

**<Employee Name>**

**Salary Agreement:**

Annual Salary Package of $\_\_,\_\_\_\_ per annum provided as follows:

 Fringe Benefit: $\_\_,\_\_\_

 Vehicle: $\_\_,\_\_\_

 Salary: $\_\_,\_\_\_

**Fringe Benefit**

Provision exists to provide support for church ministry staff as a Fringe Benefit. Each fortnight an amount of $\_\_\_ will be reserved for expenses associated with the performance of your ministry. Accounts to be paid as Fringe Benefit should be presented for payment to the church accounts office. Receipts supporting these payments are required on file in the event of audit by the tax office. Cheques will be made out to meet payment but under no circumstances can this money be taken as a cash payment.

**Vehicle Allowance**

Vehicle Allowance is also a non taxable fringe benefit and accumulates at the rate of $\_\_\_\_ per month.

**Workcover**

Will also be paid as required by current legislation.

**Superannuation**

An employer Superannuation contribution of 9.5% is paid monthly to the employees Superannuation Fund on the Salary and Fringe Benefit components.

**Ministry Expenses**

It is inevitable that ministry staff in the fulfilment of their ministry responsibilities will incur expenses. Where possible the church is prepared to reimburse some ministry expenses. Reimbursement will normally be limited to such items as ministry related phone calls, conference and training costs (where a staff member is required to attend), and credential or professional membership fees. Reimbursement of expenses is not automatic and all requests for reimbursement should be referred to the Administrator. It is recommended that expenses, which are out of the ordinary, be discussed with the Administrator prior to the money being expended