Your church logo

# Recommended Employment Agreement for Ministers

*A Template*

**Please Note:**

This Recommended Employment Agreement is one of the suite of governance documents CCVT has developed. There are three documents particularly relevant to this Agreement, the Guide to the Employment of Ministers, the Code of Ethics for Ministers and the Accreditation and Endorsement policy.

CCVT is committed to being a safe place for all people who engage with us including children, young people and adults, especially those most vulnerable; and expects Affiliates to do the same.

Ministers are expected to adhere to the Code of Ethics for Ministers of Churches of Christ in Victoria and Tasmania Inc. The behaviours and ethical practices described in the Code are essential for healthy and safe ministry, having significant implications for the recipients of ministry, those in ministry roles, and the church. The purpose of the Code of Ethics is to define the personal and professional behaviours and ethical standards required of Ministers within Churches of Christ in Victoria and Tasmania Inc. The Code is designed to help those to whom it is applicable to understand the responsibilities and obligations of working ethically in ministry.

Any person employed under this document is expected to be a member of a CCVT Affiliate, to be a regular attendee and to contribute to God’s work through a local church or agency. Remunerated roles must comply with statutory requirements including Australian Taxation Office’s provisions.

**Any person employed or recognised as a Minister in the local Affiliate is expected to be Accredited, and maintain Accreditation, and to either be formally Endorsed as an Endorsed Minister or open to pursuing such Endorsement, in accordance with the Accreditation and Endorsement Policy.**

The Employment Agreement relies on the current Australian Government’s taxation ruling for Religious Practitioners. The agreement reflects, adheres, and complies with the Australian Taxation Office’s TR2019/3 – Fringe Benefits provided to registered institutions to their religious practitioners.

In the event of any changes to the Tax Ruling TR2019/3, the agreement would be updated to ensure the compliance expected by the Australian Taxation Office

|  |
| --- |
| Employment Agreement |
| **<Insert name of Church>** |
| **<insert ministry employee name>**  |

TABLE OF CONTENTS

[1. Definitions 3](#_Toc2351573)

[2. Meaning of words and expressions 4](#_Toc2351574)

[3. Background 4](#_Toc2351575)

[4. Employment 4](#_Toc2351576)

[5. Reporting 5](#_Toc2351577)

[6. National Employment Standards 5](#_Toc2351578)

[7. Hours of work 5](#_Toc2351579)

[8. Remuneration 5](#_Toc2351580)

[9. Motor Vehicle 6](#_Toc2351581)

[10. Expenses 6](#_Toc2351582)

[11. Income from Specific Engagements 7](#_Toc2351583)

[12. Annual Leave 7](#_Toc2351584)

[13. Personal / Carer’s Leave 7](#_Toc2351585)

[14. Long Service Leave 8](#_Toc2351586)

[15. Compassionate Leave 8](#_Toc2351587)

[16. Community Service Leave 8](#_Toc2351588)

[17. Other leave entitlements 8](#_Toc2351589)

[18. Public Holidays 8](#_Toc2351590)

[19. Flexible Work Arrangements 8](#_Toc2351591)

[20. Your obligations 9](#_Toc2351592)

[21. Termination 9](#_Toc2351593)

[22. <Optional> Investigation 11](#_Toc2351594)

[23. Directed Leave Period 11](#_Toc2351595)

[24. Obligations on Termination 11](#_Toc2351596)

[25. Housing Arrangements 12](#_Toc2351597)

[26. Joint Ministries <insert clause only for joint ministries> 12](#_Toc2351598)

[28. Intellectual property 13](#_Toc2351599)

[29. Variation and Continuation of this Agreement 14](#_Toc2351600)

[30. Entire agreement 14](#_Toc2351601)

[31. Governing law 14](#_Toc2351602)

[32. Severability 14](#_Toc2351603)

[SCHEDULE A – Fair Work Information Statement 16](#_Toc2351604)

[SCHEDULE B – Position description 18](#_Toc2351605)

[SCHEDULE C – Remuneration Package 18](#_Toc2351606)

**THIS AGREEMENT** is made on the <insert> day of <insert> 20xx.

PARTIES

|  |  |
| --- | --- |
|  | **<Insert name of Church>** <insert ABN/ACN>of <insert address>(“**the Church**”) |
|  | **<INSERT EMPLOYEE NAME>**of <insert employee address>(“**the Minister**”) |

1. Definitions

Accreditation is a process whereby Ministers in CCVT meet an appropriate level of personal, spiritual, and leadership formation and are supported by participation in regular external supervision and professional development.

Accredited is a term used to indicate the status of a person in ministry who has been recognised as fulfilling the criteria of the Accreditation process contained in the CCVT Accreditation and Endorsement of People in Ministry Policy.

**Act** means the *Fair Work Act* 2009 (Cth).

**CCVT** means Churches of Christ in Victoria and Tasmania.

**Confidential Information** means all information the Church has that is of a confidential (whether or not marked as being ‘confidential’) or commercially sensitive nature, and specifically include:

* 1. Business operational plans, strategies or records;
	2. Marketing plans or strategies;
	3. Intellectual or other property;
	4. Inventions and discoveries (whether or not patentable);
	5. Personal information concerning members of the congregation;
	6. Financial information; and
	7. Service information.

**Documents** means any form (including, without limitation, hard copy or electronic form) of recording, presenting, or storing information.

**Duties** means the duties described in Schedule 2.

**Endorsed** is a term used to indicate the status of a person in ministry who has been recognised as fulfilling the Endorsement process contained in the CCVT Accreditation and Endorsement of People in Ministry Policy.

**Endorsement** is the process that further equips and forms people for professional and vocational ministry in CCVT once they have been Accredited.

**Intellectual Property Rights** means all intellectual property rights including, including, without limitation:

* + 1. patents, significant copyright works, registered designs, trademarks (both registered and unregistered), business and trade names, and Confidential Information; and
		2. any application or right to apply for registration of any of those rights.

**Minister** is a CCVT-Accredited person appointed or recognised by an Affiliate for a formal ministry role, paid or unpaid, for example: Senior Pastor, Minister, Associate Pastor, Families/Children’s Pastor, Youth Minister, Specialised Minister such as a Chaplain, Church Planter, or Student Minister. Ministers will be listed in the “People in Ministry” section in the CCVT directory. The Minister must comply with CCVT’s Accreditation and Endorsement Policy. No Affiliate should regard as a Minister, publicly or otherwise, any person who is not Accredited with CCVT.

**MEA** means the Ministry Expense Account.

**Moral Rights** means, in relation to any copyright works that the Employee may author in the course of the Employee’s employment by the Church, the right of attribution, the right to prevent false attribution, and the right of integrity.

**NES** means the National Employment Standards in the Act.

**Ordination** is the recognition of CCVT-approved ministry via the two stages of Accreditation and Endorsement, the latter allowing public recognition by CCCA that a Minister has met the requirements set out in the CCVT Policy on the Endorsement and Ordination of Ministers

1. Meaning of words and expressions

“**We**”, “**us**” and “**our**” refers to the Church.

“**You**” and “**your**” refers to the Minister.

1. Background
	1. Your employment with the Church will begin on <insert date> (“**Commencement Date**”) and will conclude on <insert end date> (**Term**), unless terminated earlier by either party in accordance with this agreement.
	2. <optional> only if Minister is not a new employee of the Church The parties have agreed that your period of continuous service with the Church will not be broken by the making of this Agreement.
	3. You agree that your continued engagement with the Church will be on the terms and conditions of employment as set out in this Agreement.
	4. By continuing to attend for work and performing your duties, you do so accepting the terms and conditions of employment as set out in this Agreement.
2. Employment
	1. The Minister is required to be Accredited by the Churches of Christ in Victoria and Tasmania Inc. Accreditation includes a commitment by Ministers to engage in lifelong learning. This presumes ongoing progress toward Endorsement for all ministers, acknowledging that this will usually involve an extended period of discernment and development.
	2. You are engaged on a <full time/part time> basis in the position of <insert position title> (“**Position**”).
	3. You will perform the Duties, as well as any other duties commensurate with your skills and experience which are assigned to you or which we direct you to perform from time to time during each engagement.
	4. You will be primarily based at <insert church address> (“**Location**”), however, the Church reserves the right to direct you to perform the Duties of your Position in any other location at its discretion upon providing reasonable notice. You may also be required to undertake reasonable travel in the performance of the Duties of your position.
	5. You are directed to read and comply with the obligations imposed upon you within CCVT’s Code of Ethics, policies and procedures (“**Policies**”) as they relate to your employment. The Policies may be varied from time to time, and you are directed to comply with such variations. The Policies do not form part of this Agreement. A breach of your obligations under the Policies may result in disciplinary action, including the immediate termination of your employment.
	6. Your performance will be routinely appraised at least annually, but perhaps half- yearly. If you receive feedback regarding any unsatisfactory performance, you will be given the opportunity to correct any deficiency.
3. Reporting
	1. You will report to <insert direct report> (**Direct Report**) and must comply with all lawful and reasonable requests and directions.
4. National Employment Standards
	1. The National Employment Standards (“**NES**”) of the *Fair Work Act 2009* (Cth) apply to your employment. The entitlements under the NES are not incorporated into this Agreement. The NES may be accessed from [www.fairwork.gov.au](file:///C%3A%5CUsers%5Canitao%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CTemporary%20Internet%20Files%5CContent.Outlook%5CO2UW9KD5%5Cwww.fairwork.gov.au). The Fair Work Information Statement is attached as Schedule 1.
5. Hours of work
	1. Your ordinary hours of work will be <insert hours> which equates to <insert number> hours per week and such reasonable additional hours that are necessary to fulfil your duties or as otherwise required by the Church.
	2. The Church reserves its right to vary your ordinary hours of work upon providing you with reasonable notice.
	3. You may be required to attend weekly church services at appropriate times and as agreed with the Council of Elders.
	4. Where you are required to work on a Saturday or Sunday, you are not entitled to additional remuneration, but may elect to take time off in lieu, at a mutually agreed time.
6. Remuneration
	1. Remuneration
		1. You will be paid an annual remuneration package of $<insert amount> (**Annual Remuneration Package**) exclusive of superannuation, as set out in **Schedule C**.
		2. The Annual Remuneration Package is subject to the deduction, or withholding of any amounts on account of, any applicable taxation.
		3. Your net salary after tax will be paid <fortnightly/monthly> into a bank account nominated by you.
		4. The Annual Remuneration Package provides for salary sacrificing in accordance with the *Fringe Benefits Tax Assessment Act* *1986* and related Fringe Benefits Taxation rulings of the Australian Taxation Office.
		5. You are required to comply with all tax laws applicable to exempt benefits and provide the Church with receipts for expenditure on exempt benefits nominated in **Schedule C**. The exempt benefits must be taken as payment for goods and services and cannot be taken as cash. In the event that fringe benefits tax becomes payable by the Church on any of the exempt benefit items listed in **Schedule C**, the Remuneration Package shall be adjusted so that the total cost of the Remuneration Package to the Church does not increase.
		6. The Church will review the Remuneration Package annually on or about 1 July. The Church may, in its sole and absolute discretion, increase the amount of your Annual Remuneration Package as a result of such review.
	2. Superannuation
		1. The Church will make at least the minimum superannuation contributions required by law, as set out in **Schedule C**. Superannuation contributions will be calculated on your Annual Remuneration Package, including any allocated fringe benefit amounts.
		2. If you do not nominate a complying superannuation fund, the superannuation contribution will be deposited into an account with the Church’s default superannuation provider on your behalf.
7. Motor Vehicle
	1. Where you use your own motor vehicle in the performance of your Duties, you must ensure that the vehicle is registered and insured for third party property damage at all times. The Church may require proof of such registration and insurance.
	2. If you are unable to drive or subject to any legal restriction on the right to drive a vehicle, the Church will consider whether this impacts on your ability to perform the inherent requirements of your role.
8. Expenses
	1. The Church will:
		1. reimburse you for reasonable work-related out-of-pocket expenses incurred by you, upon the provision of a receipt, tax invoice or credit card statement;
		2. reimburse your telephone costs, upon the provision of your telephone bill, up to the annual limit set out in **Schedule C**;
		3. pay the registration costs for your attendance at seminars, conferences and workshops up to the annual limit set out in **Schedule C**; and
		4. reimburse you for the costs of Theological or Ministry Study upon the successful completion of subjects/units up to the annual limits set out in **Schedule C**.
	2. On request, you are required to provide the Church with reasonable proof of any costs or expenses, and where directed, obtain authorisation before incurring any expenditure in excess of $<value>.
	3. You are required to:
		1. comply with any guidelines for education and training expenses established by the Church from time to time;
		2. pay all or the balance of, the costs associated with your theological studies, and your attendance at seminars, conferences and workshops, to the extent that such costs are not approved for payment by the Church in accordance with this clause.
9. Income from Specific Engagements
	1. The Minister may undertake work from time to time for organisations other than the Church, for example, preaching, speaking, conducting seminars and committee appointments.
	2. The Minister may perform work or provide a service on behalf of the Church, for example, weddings funerals and seminars, for which a charge is made to the recipient(s) of the service.
	3. Any additional income the Minister receives from activities as an agent of the Church will be paid to directly to the Church. The Church then has discretion to distribute this income to the Minister as salary or into their MEA.
	4. The Minister must have prior consent from the Council of Elders to hold any direct or indirect interest in, or work in any capacity for, any person or organisation other than the Church, where this may cause a conflict of interest.
10. Annual Leave
	1. You are entitled to four (4) weeks’ paid annual leave per year of service with the Church, which accrues progressively in accordance with applicable legislation.
	2. Annual leave is to be taken at a time or times agreed between you and your Direct Report.
	3. You must give at least one month’s notice of a request to take annual leave.
	4. Subject to any applicable law, if agreement about the taking of leave is not reached between the parties, the Church may direct you to take leave at any time by giving you one month's notice in writing.
11. Personal / Carer’s Leave
	1. You are entitled to 10 days’ paid personal leave per year of service with the Church which accrues progressively in accordance with applicable legislation.
	2. Personal leave can be taken in the following circumstances:
		1. due to personal illness or injury (i.e. sick leave); or
		2. for the purpose of caring for a member of your immediate family or member of your household who is sick or requires your care and support due to an unexpected emergency (i.e. carer's leave).
	3. During or after a period of personal leave you may be requested by the Church to provide a medical certificate or other documentary evidence which outlines the nature of the illness or circumstances for which the leave was taken. In the case of carer's leave, this must identify the person cared for and the need of that person to be cared for by another person.
	4. While untaken personal leave accrues from year to year, you will not receive payment in lieu of accrued but untaken personal leave on termination of your employment.
	5. You are required to advise the Church by 9:00am if you are unable to attend work on any particular day due to personal leave and advise the Church of the period, or expected period of leave. You are also required to produce or forward to the Church within 48 hours of the commencement of leave, evidence satisfactory to the Church confirming the illness or injury.
12. Long Service Leave
	1. You are entitled to long service leave in accordance with the <*Long Service Leave Act* 2018 (Vic)/*Long Service Leave Act* 1976 (Tas)>.
	2. Long service leave calculations are based on your total remuneration of salary and fringe benefit components.
13. Compassionate Leave
	1. You are entitled to a maximum of two days’ paid compassionate leave for each occasion when a member of your immediate family or household;
		1. contracts or develops a personal illness that poses a serious threat to his or her life; or
		2. sustains a personal injury that poses a serious threat to his or her life; or
		3. dies.
	2. The Church may require you to provide reasonable evidence of the illness, injury or death.
14. Community Service Leave
	1. You are entitled to unpaid leave for voluntary emergency activities and up to 10 days of paid leave for jury service.
15. Other leave entitlements
	1. You are entitled to take other leave entitlements (e.g. parental leave, family and domestic violence leave etc.) in accordance with the NES.
16. Public Holidays
	1. You are entitled to be absent from work on a day that is a public holiday in <Victoria/Tasmania>, in accordance with the NES.
	2. Where you are not required to work your ordinary hours of work on a public holiday, you will be entitled to be paid your ordinary pay for that day.
	3. Where your ordinary hours do not fall on a public holiday, you will not be entitled to be paid for that day.
17. Flexible Work Arrangements
	1. Notwithstanding the terms of this Agreement, eligible ministers may have the right to request flexible working arrangements in accordance with the Act.
18. Your obligations
	1. You warrant that you have provided accurate information to the Church on your qualifications, professional Accreditation, professional training and currency of all relevant licences, required to perform your position. You agree that the Church may terminate your employment without notice, should it discover the information you provided is inaccurate.
	2. You also warrant that in commencing your employment with the Church, you have all of the required licenses and Accreditations, including but not limited to:
		1. Working With Children clearance, and
		2. appropriate tertiary education qualifications.
	3. In the course of your employment with the Church, you are required to do the following:
		1. carry out all lawful and reasonable instructions given to you in relation to your employment;
		2. perform your duties and responsibilities in a proper, ethical, diligent, professional and efficient manner; including always acting in good faith and in the best interests of the Church;
		3. use your best endeavours to protect, enhance and promote the interests, welfare, profitability, growth and reputation of the Church’s business;
		4. not engage in any business or activities which may conflict with or be harmful to the business interests of the Church, or any of its officers, employees, agents, contractors or consultants;
		5. refrain from representing the Church, expending resources and/or generating liabilities in the name of the Church and/or binding the Church to the extent doing so exceeds any authority limits reasonably notified by the Church from time to time;
		6. perform your duties in a safe manner, respecting all occupational health and safety laws and policies (despite the fact these do not form part of this Agreement);
		7. tell us promptly about anything that you become aware of which may affect your ability to carry out your duties promptly and efficiently and in accordance with this Agreement.
	4. During your employment and after it comes to an end you must not do anything which may harm the reputation of the Church or Council of Elders.
	5. The Church has a zero tolerance policy towards workplace harassment including sexual harassment. The Church expects that you behave in a manner which is in line with this zero tolerance approach.
	6. You understand and accept that failure to adhere to any provision in this clause may result in disciplinary action or the termination of your employment, at our discretion.
19. Termination

Termination on notice

* 1. Either party may terminate this Agreement by providing notice in writing as follows:
		1. if the Church is to terminate the Agreement, by providing the Minister with a minimum of 4 weeks, over age 45 years old a minimum of 5 weeks’ notice;
		2. if the Minister is to terminate the Agreement and the Minister has been employed by the Church for:

|  |  |
| --- | --- |
| Period of employment  | Notice period to be provided  |
| From commencement of employment to less than 2 years  | 4 weeks  |
| More than two years’ service but less than 3 years  | 8 weeks  |
| 3 consecutive years’ service or more  | 12 weeks  |

* 1. The Church may make a payment in lieu of all or part of the notice period specified at its discretion. The payment in lieu will be equal to the amount of the Annual Remuneration Package, annual leave, long service leave and any other entitlements that the Minister would have received for the period of notice which the Church does not require you to work.

Underperformance and Misconduct

* 1. The Church may terminate this Agreement following a disciplinary process where the Minister’s conduct or performance falls below the standard expected by the Church and all warning processes have been exhausted in accordance with <insert relevant policy>. The <insert relevant policy> does not form part of this Agreement.

Redundancy

* 1. The Church may find it necessary to terminate the ministry where the Role is redundant. If your Role is made redundant for any reason, the Church will make a redundancy payment as follows:

|  |  |
| --- | --- |
| **Length of Service with the employer**  | **Redundancy payment to be provided** |
| More than one years’ service but less than 2 years | 4 weeks |
| More than two years’ service but less than 3 years | 8 weeks |
| More than three years’ service but less than 4 years | 7 weeks |
| More than four years’ service but less than 5 years | 8 weeks |
| More than five years’ service but less than 6 years | 10 weeks |
| More than six years’ service but less than 7 years | 11 weeks |
| More than seven years’ service but less than 8 years | 13 weeks |
| More than eight years’ service but less than 9 years | 14 weeks |
| More than nine years’ service but less than 10 years | 16 weeks |
| At least 10 years | 12 weeks\* |

\* There is a reduction in redundancy pay from 16 weeks to 12 weeks for employees with at least 10 years continuous service. This is consistent with the 2004 Redundancy Case decision made by the Australian Industrial Relations Commission.

The weekly payment is based on the Remuneration Package set out in the Employment Agreement.

\* Redundancy Notice Period

The notice period to be given to the Minister is to be in accordance with the NES guidelines below.

|  |  |
| --- | --- |
| Period of continuous service  | Minimum notice period  |
| 1 year or less  | 1 week  |
| More than 1 year – 3 years  | 2 weeks  |
| More than 3 years – 5 years  | 3 weeks  |
| More than 5 years  | 4 weeks  |

Employees over 45 years old who have completed at least two years of service when they receive notice are given an additional week of notice.

Fitness for Duty

* 1. The Church may terminate your employment with notice or payment in lieu of notice if it is satisfied that you are not fit to perform the inherent requirements of the Role.

Summary dismissal

* 1. Nothing in this clause 21 restricts or limits the Church’s right to summarily terminate your employment under this Agreement at any time for serious misconduct without notice or payment in lieu of notice. Serious misconduct includes, without limitation:
		1. a serious breach of the Code of Ethics for Ministers of the Churches of Christ Vic. & Tas.;
		2. a serious breach of occupational health and safety procedures and duty of care obligations;
		3. a substantiated allegation of sexual harassment;
		4. intoxication;
		5. theft;
		6. gross incompetence; or
		7. conduct which has the risk of causing the Church reputational damage.
1. <Optional> Investigation
	1. If the Church receives allegations in relation to the Minister’s conduct, the Church may conduct, or appoint a person to conduct, an investigation into the allegations.
	2. During the whole or part of a period of investigation conducted, the Church may in its absolute discretion, suspend the Minister with pay, during which:
		1. the Church is not obliged to provide the Minister with work; and
		2. the Minister may be prohibited from entering or attending the <optional - church events, the premises or the Church and/or communicating with specified persons connected or the Church>.
2. Directed Leave Period
	1. At any time after notice to terminate the Minister’s employment is given by either party, the Church may direct you not to:
		1. enter or attend the premises of the Church; and/ or

contact or have any communication with any employee, officer, director, agent or consultant of the Churches of Christ of Vic. & Tas, the Church or any associated church/campus or similar, except as required by the Church.

* 1. During the Directed Leave Period, you are entitled to continue to receive your Fixed Remuneration and all other benefits in accordance with the terms of this Agreement.
1. Obligations on Termination
	1. If this Agreement is terminated for any reason by either party:
		1. the Church will pay out any outstanding superannuation entitlements, accrued but unused annual leave and long service leave entitlements, and any applicable MEA balances;
		2. the Church may set off any amounts that the Minister owes the Church against any amounts the Church owes the Minister at the date of termination, except for amounts the Church is not entitled by law to set off;
		3. the Minister must, by the date of termination of this agreement, return to the Church all the Church’s Documents and Confidential Information and the Church’s other property (including, as applicable, and without limitation, mobile telephone, computer, credit cards, keys and vehicle) in good order and condition; and
		4. the Minister’s obligations under clause 20 continue after termination except in respect of information that is part of the Minister’s general skill and knowledge.
2. Housing Arrangements

Residence at the church

* 1. Where the Minister’s residence is at the property of the Church, a Residential Tenancy Agreement between the Church and the Minister is to be completed.
		1. The Church is responsible for the rental property, inclusive of any fixtures and fittings and any contents that are church property.
		2. The Minister is responsible for the insurance of the contents of the rental property that are privately owned.

Minister’s own residence

* 1. Where the residence is the Minister’s own home, the Minister’s MEA can be used to make payments towards costs associated with the property, such as mortgage repayments and rates.
1. Joint Ministries <insert clause only for joint ministries>
	1. The Church has engaged you and <insert name of other Minister> to jointly perform the role of <insert role>.
	2. You understand and accept that the respective proportion of the Annual Remuneration Package to be paid to you both is agreed and is set out in **Schedule C** in the respective agreements.
	3. Your respective duties and specific roles are outlined in **Schedule B**.
	4. You understand and accept that in the event that:
		1. your employment is terminated, <insert name’s> employment may be terminated by the Church;
		2. <insert name of other Minister>’s employment is terminated, your employment may be terminated by the Church.
	5. By signing this Agreement you agree not to make, take, institute or maintain any claims against the Church, Council of Elders or any of its or their officers or members in relation to this clause.
2. **Confidential Information**
	1. You agree that, while employed by the Church and following the cessation of your employment, you shall:
		1. not copy or take extracts from any Confidential Information or remove any Confidential Information from the Church’s premises except in the normal course of employment or with the Church’s prior written consent;
		2. promptly return all Confidential Information removed from the Church’s premises as promptly as possible, and in any event return it immediately upon demand by the Church;
		3. hold all Confidential Information in the strictest confidence without disclosure of any part of it to any third party without the prior written consent of the Church;
		4. use the Confidential Information only for the purposes of performing your Duties;
		5. not use any of the Confidential Information in any way which would be harmful to the best interests of the Church;
		6. not use any of the Confidential Information for your own benefit or for the benefit of any third parties;
		7. take reasonable precautions to prevent any person from gaining access to or copying any of the Confidential Information; and
		8. at the request of the Church, immediately return or destroy any Documents, recordings or any other thing in your possession which contains Confidential Information.
	2. You must not disclose Confidential Information except where the disclosure is:
		1. necessary in the course of performing the Duties;
		2. reasonably made to a professional legal adviser;
		3. made with the prior written consent of the Church; or
		4. required by law.
3. Intellectual property
	1. All copyright, designs, inventions, trademarks, and all other forms of intellectual property created by you that relate directly or indirectly to, or that assists in the performance of, the Role performed by you in your employment at the Church, vests in you at the point of its creation and any such copyright, designs, inventions and other forms of intellectual property already created prior to the date of this agreement is assigned to you.
	2. You consent to the Church engaging in acts and/or omissions that would otherwise infringe your Moral Rights in works created, developed, modified or enhanced by you in the course of completing your Duties. For the purpose of this consent, “moral right” and “work” and have the meaning given to those terms in the *Copyright Act 1968* (Cth).
4. Variation and Continuation of this Agreement
	1. For the avoidance of doubt, the parties may terminate, replace, vary or otherwise re-negotiate part or all of this Agreement at any time by mutual agreement. However, no such change will be effective unless and until it is agreed in writing and signed by both parties.
	2. Subject only to the extent of any change to this Agreement or its application in accordance with this clause, the terms of this Agreement (including but not limited to the termination provisions) continue to apply unless and until the Minister’s employment ends, including but not limited to in circumstances where, from time to time:
		1. the Minister's duties vary;
		2. the Minister is appointed to another position with the Church;
		3. the Location is changed;
		4. the Minister's reporting arrangements are changed; or
		5. the Minister's remuneration is reviewed and/or altered.
5. Entire agreement
	1. This Agreement constitutes the entire agreement between you and us in respect of matters dealt with by this Agreement, and supersedes all prior agreements, understandings and negotiations (if any) in respect of the matters dealt with in this Agreement.
	2. For the avoidance of doubt, the Guide to Employment for Ministers is to be used only as a guide to this Agreement and it does not contain terms and conditions of employment for Ministers.
6. Governing law
	1. This Agreement shall be governed by the laws of [the State of Victoria] or [the State of Tasmania] and both parties submit to the jurisdiction of the courts of that State.
7. Severability
	1. If any provision of this Agreement is held to be invalid or in any way unenforceable, it shall be severed and the remaining provisions shall not in any way be effected or impaired and this Agreement shall be construed so as to most nearly give effect to our and your intentions when it was originally executed.

EXECUTED AS AN AGREEMENT:

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **<INSERT MINISTRY EMPLOYEE NAME>** in the presence of: | ))) |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Witness (signature) |  | Witness (full name) |
|  |  |  |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| **SIGNED** on behalf of **<Insert name of Church>** <insert ABN/ACN>by its authorised officer in the presence of: | ))) |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Witness (signature) |  | Witness (full name) |
|  |  |  |
|  |  |  |

SCHEDULE A – Fair Work Information Statement – to be provided as separate attachment.

SCHEDULE B – Position description (must comply with Australian Taxation Office requirements that define the remunerable role of a religious practitioner).

<Insert Position Description>

SCHEDULE C – Remuneration Package

|  |  |  |
| --- | --- | --- |
| **No.** | **Item** | **Amount** |
| **1**. | **Annual Gross Salary** |  |
| **2.** | **Fringe Exempt Benefits** |  |
|  | **Total combined gross and fringe benefits** |  |
| **3**. | **Agreed travel allowance** |  |
|  | **Total remuneration package**  |  |
| **4.** | **Expenses to be reimbursed separately:** |  |
|  | Maximum for telephone: | $xx per month \*Telephone allowance is reimbursed separately at the end of each month |
|  | Maximum for conferences, seminars and workshops for professional development based on 2% of total remuneration package as recommended in the yearly remuneration package  | $ per annum\*Attendance of workshops or seminars as part of Professional Development is to be reimbursed to you upon registration. can undertake to pay the PD invoice if required. |
| 5. | **Superannuation**12% of gross salary (item no. 1 above) and exempt benefits/allowances (item no. 2 above) | $xx |
|  | **Fortnightly pay** |  |
|  | Assessable income | $  |
|  | Fringe Exempt Benefits | $ |
|  | **Total fortnightly**  | **$** |
|  | **Super contribution by employer at 12% on assessable and fringe exempt benefits** | **$** |