Date

Private and confidential

Employee Name

Address line 1

Address line 2

Dear Employee Name,

Offer of Employment

On behalf of the Employer Name, we are pleased to offer you employment in the position of Position Title. The terms and conditions of the employment will be as set out in the attached Employment Contract.

If you accept this offer of employment, it is the Presbytery which will commission you into this ministry, and you will be responsible to the Presbytery for the exercise of your ministry. (Constitution para. 15)

OR

If you accept this offer of employment, it is the Queensland Synod Chaplaincy Commission which will *<<commission you into this role OR oversee a recognition service for this role once you have demonstrated the core competencies>>*, and you will be responsible to the Queensland Synod Chaplaincy Commission *<<,UnitingCare Queensland>>* together with the relevant Presbytery for the exercise of your ministry as outlined in the Position Description. (Constitution para. 15).

In addition to the Employment Contract, we have also attached forms and information that you will need to review, complete and return the commencement of your employment. Also included is a copy of the [Fair Work Information Statement](https://www.fairwork.gov.au/ArticleDocuments/724/Fair-Work-Information-Statement.pdf.aspx). This is a very important document which provides additional information on the conditions of your employment. It is therefore recommended you peruse the document carefully.

If you have any questions about the terms and conditions of employment, please don’t hesitate to contact Name on Number or email Email Address.

In order to accept our offer of employment, please return a signed and dated copy of the agreement to Name by Date.

Yours sincerely,

Name of Employer Representative

Position of Employer Representative

**EMPLOYMENT CONTRACT**

**PARTIES**

**The Uniting Church in Australia Property Trust (Q.) represented by Name of Church Entity, ABN (XX XXX XXX XXX) of Address (“the Employer”)**

**And**

**Employer Name of Employee Address (“the Employee”)**

The parties agree as follows:

1. **Terms and Conditions**
   1. The terms and conditions of the Employee’s employment is consistent with their statutory entitlements under the National Employment Standards and *Fair Work Act 2009*.
   2. That is, with the exception of any contract term or condition more favourable than the applicable legislation. In such circumstances, the Employee will be entitled to the more favourable term or condition noted under this contract.
2. Appointment Details
   1. The Employee’s appointment to the ministry location of position title will commence start date. The employment contract and employment relationship will cease on end date <<if fixed term>>.
   2. The Employee will be employed on a full-time or part-time basis.
   3. The Employee will be required to perform your duties at work location. However, subject to reasonable notice the employer reserves the right to request the Employee to work at or from other sites.
   4. The Employee will be directly responsible to the position title, or to any such person who is appropriately nominated by the Employer in the position title absence.
   5. Where the Employee must hold a Suitability Card for Child Related Employment (Blue Card) in clause **8**, the Employee cannot commence the duties of the role (clause **6**) until a working with children clearance has been received by the Employer.
3. Probation
   1. A probation period will apply for the first six or three <<maximum is six months which aligns with unfair dismissal exclusion under the Fair Work Act>> months of your employment. During this time, an opportunity exists for both you and the employer to assess mutual suitability.
   2. During the probation period you or the employer may end your employment by providing the appropriate notice in accordance with the table in the termination clause below.
   3. The Employee must demonstrate satisfactory completion of the [Core Competencies](https://assembly.uca.org.au/images/resources/papers/0903pastorcorecompetencies.pdf) for the ministry of pastor ([Basis of Union](https://assembly.uca.org.au/images/stories/Regulations/2012/Basis1992.pdf) and [Code of Ethics and Ministry Practice](http://www.assembly.uca.org.au/images/stories/Regulations/2012/A5_-Code_of_Ethics-2010-UPDATED-and-_CORRECTED-2012.pdf)) during the period of probation. A mentor will be nominated to work with you in this regard.
4. **Working Hours**
   1. The Employee’s ordinary hours of work will be number of weekly hours hours per week, plus any reasonable additional hours that are necessary to fulfil your duties, or as otherwise required by the Employer. Your remuneration will include compensation for any reasonable additional hours that may be required from time to time to effectively carry out your role.
   2. The Employee’s ordinary work schedule will be work schedule e.g. work days and hours per day.
5. **Remuneration** 
   1. The Employee will be paid fortnightly by way of electronic funds transfer into a bank account nominated by the Employee.
   2. The Employee’s remuneration will be as per Level X for Lay Persons in a Ministry Location (currently $XXXX.XX p.a.). <<or refer to agreed remuneration>>
   3. The Employee’s remuneration will be reviewed annually following publication of the updated rates by the Remuneration and Nomination Committee, which are available on the Queensland Synod website <<or refer to remuneration will be reviewed annually>>.
   4. In addition to the Employee’s base salary, the Employer will also make superannuation payments on the Employee’s behalf in accordance with the Superannuation Guarantee (Administration) Act 1992. The Employee may also make voluntary contributions to their superannuation fund, should they wish to do so.

**EMPLOYEE OBLIGATIONS**

1. Duties
   1. Duties of the Role - The Employee must:
      1. Perform the general tasks and duties noted in the attached position description (which forms part of this contract but may be varied from time to time).
      2. With respect to **6.1.1 above**, the Employee understands variations may be necessary from time to time to ensure their position continues to meet the changing organisational needs of the Employer.
      3. Perform all tasks and duties with the utmost good faith and reasonable care.
      4. During work hours, devote substantially the whole of their attention to their duties.
      5. Use their best endeavours to promote the best interests and welfare of the Employer.
      6. In all respects diligently comply and observe all lawful directions given to the Employee by the Employer during the course of their employment.
      7. Comply with the [Code of Ethics and Ministry Practice](http://www.assembly.uca.org.au/images/stories/Regulations/2012/A5_-Code_of_Ethics-2010-UPDATED-and-_CORRECTED-2012.pdf).
      8. Comply with the COVID-19 Vaccination policy including:
         1. Having a current COVID-19 vaccination, including any subsequent dose of COVID-19 vaccination (booster) and providing evidence of vaccination, including any subsequent dose of COVID-19 vaccination (booster); or
         2. An exemption in the required form has been submitted to the Employer and approved by the Employer.
      9. Comply with the [Safe Ministry with Children policy](https://ucaqld.com.au/wp-content/uploads/dlm_uploads/2017/05/POL-SMC-01-SMC-Policy.pdf) of the Queensland Synod
      10. Comply with all health and safety requirements of the Employer. This includes acting in accordance with instruction and training regarding workplace health and safety, using appropriate equipment in the manner it was designed, using protective equipment in the appropriate circumstances when it is provided to you by the Employer and ensuring others are not placed at risk.
      11. Report all risks and hazards in the workplace, including potential risks, and in the case of illness or injury an Employee will be required to participate in or support rehabilitation.
2. **Work Rules and Policies** 
   1. The Employee must maintain compliance with and abide by any and all of the Employer’s policies and procedures (which may be amended from time to time).
   2. The Employee recognises it may be necessary for the Employer to review and update policies and procedures from time to time in order suit the operations of the Employer.
   3. The Employer will ensure the Employee has been adequately notified of any amendments to workplace policies and procedures.
   4. Upon notification it will be the responsibility of the Employee to ensure they comply and abide by any and all changes to workplace policies and procedures.
3. **Licenses and Registration**
   1. The Employee must hold and retain all necessary licenses and registrations required to fulfill their ongoing work obligations and provide copies of these licenses to the Employer. This may include any suitability cards, national criminal history checks, professional membership, driver’s license, and visa or immigration requirements necessary to work in Australia.
   2. The Employee must notify the Employer of any actual or potential change in the Employee’s licenses and registrations within 14 days of becoming aware of such change.
4. **Other Employment**
   1. The Employee may not, except with written consent of the Employer engage in any business or occupation other than as per this employment agreement.
   2. Consent will generally not be granted where such business is involved or in direct conflict or competition with the Employer. Otherwise consent will not be unreasonably withheld.
5. **Medical Examinations**
   1. If at any time during your employment an illness or injury impacts on the Employee’s ability to carry out the inherent duties of their role, the Employer may require a report from the Employee’s medical practitioner in order to determine their ongoing suitability for their employment; or alternatively consideration for what, if any measures can be implemented into the work place in order to assist the Employee in carrying out the inherent duties of their role.
   2. In circumstances where the Employer does not agree with the Employee’s medical practitioner’s report, the Employer will reserve the right to send the Employee to an independent medical practitioner, selected by the Employer, at the Employer’s expense.
   3. The Employee will agree to adhere to clause **10.2** above and are agreeable to the Employer obtaining a copy of the medical report in order to determine their ongoing suitability for employment.
   4. The Employer will release a copy of any medical reports obtained upon written request from the Employee, where the author of the report has given permission for the report’s release.
   5. In addition to clauses **10.1-10.4 above**, if at any time during the Employee’s employment they are required to meet a specific medical standard in order to carry out an inherent duty of their role, the Employer will reserve the right to send the Employee to an independent doctor for that assessment, at the Employer’s expense.
6. Confidentiality
   1. During the course of the Employee’s employment and at any time after termination, The Employee may receive or be exposed to information that is confidential to the Employer.
   2. For the purposes of this contract, “**confidential information**” includes -any information, including but not limited to information or matters relating to or connected with The Uniting Church in Australia, Queensland Synod or its agencies business affairs and finances, policies & procedures, details of any residents, clients, professionals or other service providers associated with The Uniting Church in Australia, Queensland Synod to which you are or shall become privy to that is not already in the public domain at the time of disclosure.
   3. By executing this contract the Employee agrees not to use or disclose any confidential information during the course of the Employee’s employment or any time after, with the exception of any use or disclosure necessary to carry out the proper course of the Employee’s duties or as required by the law.
   4. In the event of any legal request for disclosure, the Employee must notify the General Secretary of The Uniting Church in Australia, Queensland Synod and comply with the Employer’s lawful directions in relation to the disclosure.
   5. Upon termination of employment the Employee must deliver to the Employer all property and equipment belonging to the Employer, including but not limited to any records, contact lists, diaries or documents that contain confidential information of the Employer.
7. Intellectual Property
   1. The Employee must disclose all to the Employer and:
      1. agrees that the Employer owns all rights to materials including any intellectual property rights which may subsist in the materials or are obtained from the materials; and
      2. To the extent it is necessary to give effect to this clause, agrees to assign any and all of their intellectual property rights in the material to the Employer.
      3. To the extent that is permitted by law the Employee unconditionally:
         1. Consents to any acts or omissions that would otherwise infringe on the Employee’s Moral Rights whether it occurs before or after consent is given;
         2. Waives all Moral Rights the Employee may have worldwide for the benefit of the Employer, its successors in title and anyone authorised by the Employers or its successors to do any acts comprised in any copyright of the materials.
   2. The Employee must upon the request of the Employer do all things and sign all documents necessary to give effect to this clause, including anything necessary to assist the Employer in its registration or to secure ownership of intellectual property rights in any materials.
   3. The Employee’s obligations under **12.1-12.3** will continue after termination of their employment.
   4. For the purposes of this contract:
      1. **Intellectual Property Rights** is defined as:

All present and future rights conferred by statute, the common law or equity in relation to copyright, trademarks, designs, patents, business and domain names, inventions, confidential information and any other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not it is registrable, registered or patentable.

These rights include:

* + - 1. All rights in applications to register these rights;
      2. All renewals and extensions of the rights referred to above;
      3. All rights in the nature of these rights such as, Moral Rights.
    1. **Materials** is defined as:

Work, ideas, concepts, designs, inventions, developments, improvements, systems or other materials or information that is created, made or discovered by the Employee (either, individually or with others and whether before or after the date of this contract) in the course of the Employee’s employment or as a result of using resources of the Employer or is in anyway relating to the specific industry of the Employer.

* + 1. **Moral Rights** is defined as:

Rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar type nature that exist or may come into existence anywhere in the world in all materials that are made or to be made by the Employee in the course of their employment.

1. Warranties

The Employee warrants:

* 1. They are skilled, trained, qualified and competent to perform the work described in the position description;
  2. Any information provided by to the employer and its agencies about their work experience and qualifications are correct; and
  3. By entering into this agreement and performing their duties and responsibilities, the Employee will not breach any obligations to a third party.

**EMPLOYER OBLIGATIONS**

1. **The Employer must:**
   1. Agree not to vary the position description until after consultation with the Employee.
   2. Agree that the purpose of any change to the Employee’s employment will be to ensure the Employee’s positions continues to meet changing organisational needs.
   3. Acknowledge the Employer owes the Employee a duty of care to provide the Employee with a safe system of work and safe work place pursuant to the *Workplace Health and Safety Act 2011* and *Workers Compensation Act 2003*.
   4. In the case of illness or injury the Employer will assist the Employee with all **reasonable** rehabilitation back into the workplace.
2. Out of Pocket Expenses
   1. All reasonable and necessary expenses incurred by the Employee during the performance of their duties will be reimbursed by the Employer
3. **Performance Review**
   1. The Employee’s performance will be subject to annual review by their manager using the Employer’s performance review process.
   2. The Employee will be provided prior notice of when a review is to occur and a copy of the outcome of the review.
   3. Any variations to or recommendations made by the Employer will be provided.
4. Dispute
   1. If a workplace dispute or grievance arises during the course of the Employee’s employment it will first be dealt with using the Employer’s grievance management process.
5. Leave
   1. The Employee is entitled to leave in accordance with the National Employment Standards <<Use this [link](https://www.fairwork.gov.au/how-we-will-help/templates-and-guides/fact-sheets/minimum-workplace-entitlements/introduction-to-the-national-employment-standards) to access a fact sheet on NES if required for the employee>>. During a period of annual leave, the Employee will receive an annual leave loading of 17.5%. An annual leave loading is payable on annual leave accrued. <<annual leave loading is not part of NES and if provided, must be referred to in the contract>>
   2. Leave may be taken at any time agreed between the Employer and Employee or otherwise as directed by the Employer in accordance with the National Employment Standards.
   3. If a policy of the Employer, as reviewed from time to time provides for more generous leave entitlements, the policy of the Employer will take precedent over the minimum statutory entitlement and annual leave loading.
6. **Termination** 
   1. The Employer may terminate the Employee’s employment by providing written notice or payment in lieu of notice or a combination of notice and payment in lieu of notice. The appropriate notice will be in accordance with the Employee’s length of service with the Employer, and has been noted in the below table:

|  |  |
| --- | --- |
| Length of continuous service with employer | Period of notice |
| Not more than 1 year | 1 week |
| More than 1 year but less than 3 years | 2 weeks |
| More than 3 years but less than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

* 1. If an Employer terminates the employment, an Employee will be entitled to an additional week’s notice if the Employee is over 45 years old and has completed at least 2 years of continuous service on the day the notice is given.
  2. The Employee may resign from the Employee’s employment by giving the appropriate notice in accordance with the table above. If the Employee does not give the appropriate notice then the Employee shall forfeit their salary during the notice period (or part thereof) as the case may be.
  3. For all or part of the Employee’s notice period, the employer may direct you to work at alternative premises or perform alternate work.
  4. The Employer may terminate the employment of the Employee immediately and without giving any notice or payment in lieu of notice if the Employee:
     1. Wilfully breaches or neglects the terms and conditions as set out in this contract;
     2. Engages in any act or omission constituting serious misconduct with respect to their duties;
     3. Engages in any conduct which is likely to adversely affect or injure the reputation of the Employer;
     4. Is convicted of a criminal offence (that is, other than a criminal offence which in the reasonable opinion of the Employer does not impact on the Employee’s position within the organisation);
     5. Is unable to perform his/her duties for a prolonged period due to illness or incapacity.

1. **Redundancy <<delete for fixed term contracts>>**
   1. If the Employee’s position becomes redundant, this will be discussed with the Employee and the Employee will be entitled to severance payment in accordance with the Employee’s statutory entitlement. However, where a comparable role is offered and rejected, the Employer may exercise its right to not pay severance.
2. **Deduction from Final Pay**
   1. The Employer will reserve the right to withhold monies due to the Employee in the following circumstances:
      1. If the Employee fails to give notice, the Employer will have the right to withhold monies due to the Employee with the maximum amount equal to the ordinary rate of pay for the notice period.
      2. Where any property has not been returned, the Employer reserves the right to pursue recovery action for the value of the property.
      3. The employee agrees to repay the balance of any travel advances in full upon ceasing employment.
      4. Where the Employer’s probity policy applies, the Employee agrees to reimburse the Employer for any professional registration paid annually by the Employer (on behalf of the Employee), but only in circumstances where the Employee has terminated their employment prior to the renewal date for that registration.
   2. The outstanding sum will be deducted from any other sums that are ordinarily due and payable to the Employee upon termination or resignation, including but not limited to accrued holiday pay.
   3. In circumstances where the amount outstanding exceeds the payment to be made to the Employee upon termination, the Employee will be required to pay to the employer the outstanding amount.
3. **Non-Solicitation**
   1. Following the cessation of the Employee’s employment and for a period of 6 months following their separation the Employee will not either individually or in conjunction with others, induce, encourage or solicit any:
      1. Individual who is an employee, consultant, or provider with whom the Employee had dealings, to terminate their employment or service with the Employer; or
      2. Any work, funding or clients associated with the Employer 12 months prior to the termination of their employment, to end or restrict trade relationships with the Employer.
4. **Assistance**
   1. The Employee is required to provide all reasonable assistance to the Employer after termination of employment, in relation to any matter that relates directly or indirectly to matters that arose during the course of their employment. Such assistance may include the provision of statements and attendance in court as reasonably required.
   2. The Employer will meet any reasonable costs for the provision of assistance.
5. Governing Law
   1. This agreement is to be governed and construed under the laws of the Commonwealth and some Queensland State laws including but not limited to the *Workplace Health and Safety Act 2011*, *Workers Compensation Act 2003* and *Industrial Relations Act 2016*.
6. **Entire Agreement**
   1. The signatures below testify this contract constitutes the entire terms agreed upon by both parties and supersedes any prior agreement regarding employment. There are no promises, terms, conditions or obligations oral or written, expressed or implied other than those contained either in this contract or within its attachments.
7. **Amendments**
   1. This contract can only be amended, supplemented or replaced with the written consent of both parties.

**DATED this day of , 2020**

|  |  |  |
| --- | --- | --- |
| **EXECUTED** by the Employee**:** |  |  |
|  |  | Employee Name Date Signed |
| **EXECUTED** on behalf of the Employer: |  |  |
|  |  | Name of Employer Rep Date Signed  Position title of Employer Rep |

**EXECUTION PAGE:**

PLEASE KEEP A COPY OF THIS EMPLOYMENT CONTRACT FOR YOUR RECORDS