



Thursday, 01 December 2022

Private and confidential

Name

Address

Letter of Engagement

Dear *Name*,

I am pleased to offer you employment as the *Role* at _____ Church Sydney for two and a half days per week (19 hr/pw), on a permanent basis.

1. Position

1.1 Your start date will be January 01, 2023

1.2 Your employment will be part-time

2. Remuneration

2.1 Your annual remuneration package is \$\$ (including superannuation).

The details of your position are outlined in the attached Remuneration Policy and Position Description. Please ensure you read both before signing the included contract. On behalf of the movement leadership, thank you for accepting this role. We look forward to working together.

For His glory alone,

Signature

*Person Offering Role
(Lead Pastor)*



Conditions of Employment

By accepting this offer of employment, you _____, acknowledge and agree that your employment will be governed by the applicable provisions of the National Employment Standards as varied from time to time and the employment conditions, in accordance with the *Fair Work Act 2009*, as detailed below:

Commencement of Permanent Employment	
Position	
Employment Status	Permanent
Type of Employment	Part-time
Hours of Work	19 per week
Commencement Date	01 January 2023
Supervisor	
Ministry Area	Anchor South West
Location	Various

Remuneration breakdown	
Salary	\$
Superannuation	\$
Total Remuneration	\$



1. Position

- 1.1 The duties of this position are set out in the attached position description. You will be required to perform these duties, and any other duties the Lead Pastor or your Supervisor may assign to you, having regard to your skills, training and experience.
- 1.2 _____ Church, Sydney, known as 'The Association' may alter your position, position description and responsibilities in accordance with the needs of the Association and the Association's constitution.

2. Probation

- 2.1 You will initially be employed for a probationary period of 6 months. Your work performance and conduct will be monitored by the Association during this period. Prior to the completion of your probationary period, the Association will decide on your suitability to continue employment beyond the probationary period. There will be a review on the 30th June, 2023.
- 2.2 The Association reserves the right to extend your probationary period up to a maximum of a further 3 months. Should this occur, you will be advised in writing by the Lead Pastor or Movement Team before your initial 6 month probationary period is due to cease.
- 2.3 During your probationary period, either party may terminate your employment with one week's notice in writing, except in serious cases of misconduct where your employment may be terminated immediately in accordance with the Remuneration Policy.

3. Terms and conditions of employment

- 3.1 The terms and conditions of your employment will be those set out in the Association's policies and State and Federal legislation. This includes, but is not limited to, the National Employment Standards in the *Fair Work Act 2009*.

4. Ordinary hours of work

- 4.1 Your ordinary hours of work will be 19 hours per week, plus any reasonable additional hours that are necessary to fulfill your duties or as otherwise required by the Association.
- 4.2 Your normal working day is to be determined in consultation with your supervisor. It is expected that you will attend occasional staff meetings, as needed, and be a regular member of Anchor South West. However, work hours remain flexible due to the nature of the role.
- 4.3 In addition to your paid work hours, and for your own spiritual health, our expectation is that you are a regular member of a church Small group or Triplet.



5. Remuneration

- 5.1 Your total remuneration package will be \$(including superannuation) per year.
- 5.2 The Association will make superannuation payments on your behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992*.
- 5.3 Remuneration is paid in 12 equal monthly installments made monthly on the 15th day (or the business day nearest to such date) of each month, for that month.
- 5.4 Your remuneration will be reviewed annually at the end of the financial year of the Association (31 December) and may be increased at the Association's discretion.

6. Leave

- 6.1 You are entitled to leave (e.g. annual leave, carers leave, compassionate leave, parental leave, special leave and long service leave) in accordance with the National Employment Standards.
- 6.2 You are entitled to:
 - (a) 4 weeks paid annual leave per annum accrue on a pro-rata basis.
 - You must apply for leave no less than **four weeks** prior to the commencement of the leave date period, if the leave dates requested **includes a Sunday**; and
 - Apply for leave no less than **one week** prior to the commencement of the leave date period, if the leave dates requested **do not include a Sunday**.
 - No more than 4 Sunday off a year
 - (b) 10 days of sick leave per year accrue on a pro-rata basis. Sick leave can be taken as carers leave, however it is not additional to sick leave.
 - (c) 2 days compassionate leave each time an immediate family or household member dies or suffers a life-threatening illness or injury.
 - (d) 2 months (8.67 weeks) of paid long service leave after 10 years of continuous service with the Association and 1 month of paid long service leave for each additional 5 years' service.
 - (e) After 1 year of continuous employment you will be entitled to 12 months unpaid parental leave (maternity), and can request an additional 12 months. Fathers and partners are entitled to 2 weeks leave which may be payable by Government assistance based on eligibility.
 - (f) Special leave is paid when you are regarded as being on duty but your activity is not covered by other forms of leave. This includes jury duty, being a witness at court, emergency service volunteers and blood donations.



7. Your obligations to the Association

7.1 You will be required to:

- (a) Perform all duties to the best of your ability at all times.
- (b) Use your best endeavors to promote and protect the interests of the Association.
- (c) Follow all reasonable and lawful directions given to you by the Association, including complying with policies and procedures as amended from time to time. These policies and procedures are not incorporated into your contract of employment.
- (d) Not be directly or indirectly interested or concerned in any manner in any other business where that interest or concern is in conflict, or reasonably likely to be in conflict with the mission or vision of the Association.

8. Internal Reporting

- 8.1 In accordance with the Constitution of the Association, you will be required to report to the Lead Pastor, Movement Leadership, Board of Operations, and members of the Association (at General Meetings of the Association).
- 8.2 Your Supervisor will be the Lead Pastor.

9. Redundancy and Termination of Employment

- 9.1 Under the *Fair Work Act 2009* the Association may terminate your employment at any time by providing you with 12 weeks of notice in writing.
- 9.2 You are entitled to an additional week's notice if you are over 45 years old and have completed at least 2 years of continuous service with the Association on the day the notice of termination is given.
- 9.3 If you wish to terminate your employment you are required to provide the Association with prior notice in writing in accordance with the Remuneration Policy.
- 9.4 When an employment contract ends, accumulated annual leave and eligible long service leave will be paid to you in your final pay. All other leave entitlements, including sick leave, are not paid out at the end of employment.
- 9.5 The Association may terminate your employment at any time without notice or payment in lieu of notice in the case of serious misconduct. Serious misconduct will include, but is not limited to:

You commit any gross misconduct;

- A failure to perform your duties or performing your duties in a manner reasonably considered by the Association is unprofessional or is likely to damage the reputation of the Association.



- You being charged with and/or convicted of any criminal offence, or failure to disclose same.
- A material breach of your obligations under this Agreement (Clause 10).
- Committing any act of dishonesty such as embezzlement, theft or fraud involving the Association's assets or property.

9.6 If your employment is terminated summarily without notice or payment in lieu of notice, you will only be paid up to the date of termination.

9.7 If you are made redundant, the Association will provide you with prior notice in writing in accordance with the table at 9.1 above. Redundancy may be payable to a maximum of 16 weeks' pay if the employee and the Association fit the criteria outlined in the National Employment Standards.

9.8 The Association may suspend you from your duties on full or partial pay to allow the Association to investigate any matter which the Association believes could lead it to exercise its rights to summarily dismiss you or take other disciplinary action.

10. Confidentiality

10.1 By accepting this letter of offer, you acknowledge and agree that you will not, during the course of your employment or thereafter, except with the consent of the Lead Pastor, as required by law or in the performance of your duties, use or disclose confidential information relating to the Association or its members, finances, activities, processes or any other confidential or secret information of the Association which shall come to your knowledge during your employment or otherwise.

10.2 Upon termination of your employment you will promptly deliver up to the Association or its authorised representative all property, for example, documents, records, papers, credit cards, lists, computer discs or tapes, which may be in your possession or under your control and which relate in any way to the affairs of the Association and no copies of such or any part shall be retained by you.

11. Entire agreement

11.1 The terms and conditions referred to in this letter and in the remuneration Policy constitute all of the terms and conditions of your employment and replace any prior understanding or agreement between you and the Association.

11.2 The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and the Lead Pastor.



I, James Ayre, have read and understood this letter and accept the offer of employment from the Association on the terms and conditions set out in the letter. I have kept a copy for myself for future reference.

Employee

Signed: _____ Date: / /

Print name: _____

Witness

Signed: _____ Date: / /

Print name: _____



Health Declaration

Position:

Location:

A person may not be assigned to a role within the Association before their fitness and ability to carry out the duties of the position has been confirmed by a General Practitioner.

The health/ability requirements in relation to performance in this role are:

- Using a computer, keyboard, microphone and/or other technological equipment
- Driving a motor vehicle
- Undertaking air travel

I declare that:

1. I have read the position description and duties for the role.
2. I have read the requirements set out in this form.
3. I am not aware of any health or other relevant condition, which might lead to foreseeable injury to others or myself or foreseeable inability to perform the duties of the role.
4. I am aware of the following conditions, which may impair my ability to perform the duties of the role:

5. I am aware that if this declaration is false, misleading or incomplete, my employment (if I become an employee) may be reviewed and may lead to dismissal.

6. I am aware that I may be required to undergo a medical examination or examinations in the course of my employment (if employed) relative to my ability to perform the duties of the role.

Employee

Signed: _____ Date: / /

Print name: _____

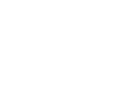
Witness



Signed: _____

Date: / /

Print name: _____



Initial here to confirm you have read:

CONFIDENTIAL



Attachment A

BANK ACCOUNT AND TAXATION DETAILS

Payment is made directly into a nominated bank account. Please provide details of your bank account.

Name of institution: _____

Name of account: _____

BSB number: _____

Account number: _____

Please also provide your Australian tax file number

TFN: _____