CofCwa

EMPLOYMENT CONTRACT STANDARD

Insert date

Insert Address

Dear

**LETTER OF APPOINTMENT**

(Insert Church name … “the Church”) are pleased to offer you employment in the position of XXX on the following terms and conditions.

1. You will be employed as (insert role title) and will report to (insert) or other person nominated by the Church from time to time.
2. An annual ministry review will be conducted by your nominated supervisor.
3. Your duties are listed in the role description attached.
4. Your position may be changed at the discretion of (insert church) or you may be required to perform other duties as assigned to you from time to time. If your duties, role or position change, the terms and conditions outlined in this letter will continue to apply to your employment, unless otherwise agreed.
5. You will be a part time/full time employee and expected to work 0.0 FTE with half an hour available for a lunch break when working more than five consecutive hours. You will not be expected to work during public holidays unless otherwise directed by the church.
6. You will be entitled to payment of a pro-rata/salary of $XXX gross per annum. Your salary will be paid on a fortnightly (weekly/monthly) basis into a bank account nominated by you. *[In the case where the employee’s role is predominantly a ministry related role, the salary may qualify for EFBT. Please check with the COCWA Office prior to advertising or negotiating the role.]*
7. The Church will, in addition to the salary, make superannuation contributions in accordance with statutory obligations.
8. You will be entitled to annual and long service leave in accordance with applicable legislation.
9. You will be entitled to personal and compassionate leave in accordance with applicable legislation.
10. You must comply with all the Church’s policies and directions from time to time including without limitation those in relation to confidentiality, safety, harassment, discrimination, smoking, drugs and alcohol consumption.
11. Any intellectual property created or discovered during the hours you work or created on the Church’s premises or using the Church’s resources, or in the course of your employment must be disclosed to the Church and will belong to and be the absolute property of the Church.
12. You agree that you will not at any time, either during the continuance of your employment or after the termination of employment for any reason divulge any of the confidential information of the Church to any other person or persons without the previous consent in writing of the Church. You will not use or attempt to use any information which you may acquire in the course of your employment in any manner which may injure or cause loss or be calculated to injure or cause loss to the Church.
13. You are entitled to reimbursement of such expenses as are reasonably and necessarily incurred by you in performing your duties under this agreement.
14. (a) Subject to paragraph (b) below, during the employment either party may terminate the employment by giving the other party at any time two (2) weeks written notice of termination. The Church may make a payment in lieu of notice.

(b) The Church may terminate the employment by giving notice to you effective immediately and without payment of salary other than the salary accrued to the date of the termination, where at any time you:

(i) have committed any willful or serious misconduct;

(ii) are in breach of any of the terms and conditions of the employment; or

(iii) are continually or significantly neglectful of your duties under the employment.

Yours faithfully,

Signature of Officer for and on behalf of the Church

I, (insert name of employee), acknowledge that I accept the Church’s offer and conditions of employment as contained in this letter of appointment.

Signed Date

***Notes:***

1. *This contract is intended to be used as a model for all church staff (administrative, coordinator roles, youth workers etc). Accredited or designated ministry staff should consider using the COCWA model ministry staff contract.*
2. *COCWA does not recommend that the terms and conditions of this contract be amended without seeking advice. We strongly recommend standard contracts for all staff. The COCWA Staff are always available to provide advice.*
3. *An agreed Position Description should be attached to this Letter of Offer.*
4. *COCWA recommends annual reviews for all staff. Each year the Position Description should be updated and reviewed.*
5. *COCWA recommends that each staff member receives a letter at July 1st of each year (or the start of the church’s financial year) detailing salary and entitlements and accrued leave.*
6. *COCWA recommends that all staff be strongly encouraged to take all annual leave within the year that it is accrued unless the staff member has negotiated extended leave with the Senior Minister or Church Governance Group (whichever is appropriate).*
7. *Once the contract is signed, 1 copy should be given to the employee and 1 copy kept on the person’s HR file.*