**Template employment contract**

**Casual employee**

**[Letterhead of church]**

24 April 2023

[name]

[address]

Dear [name]

**Casual employment in the position of [position] at [parish name]**

We are pleased to offer you casual employment in the position of **[position] at [parish name]**. This letter sets out the terms and conditions that apply to the position.

As this position is on a casual basis, you will be offered employment from time to time as and when required by us. You are not obliged to accept any work offered to you. Each occasion that you work will form a separate engagement to which the terms and conditions in this letter will apply.

This letter does not represent or guarantee any offer of further casual employment in the position, and we provide no firm advance commitment to you of continuing and indefinite work according to a regular pattern of work. [***Note:*** *the above two paragraphs describe a casual employment relationship under the Fair Work Act 2009 (Cth). The Act imposes employer obligations to either offer or consider requests for casual conversion in certain circumstances.*]

[***Use if casual employment is award covered:*** Casual employment in the position is classified as [classification] under the [award, e.g. *Clerks – Private Sector Award 2020* or *Miscellaneous Award 2020*]. The terms of the award do not form part of your casual employment agreement. ***End wording.***]

[***Note:*** *if a modern award applies to an employee, it is important to review the terms of the award as there may be award requirements that affect provisions in this letter, e.g. the Clerks – Private Sector Award 2010 requires a casual employee to be paid at the end of each engagement, or weekly or fortnightly (and not monthly).*]

On each occasion you work, you will be responsible to the Minister (or his nominee) for the day to day performance of the duties associated with the position. In relation to all administrative matters, you will be responsible to the wardens. However, if you are unwilling or unable to work on any occasion, please let the Minister (or his nominee) know as soon as possible.

The position is otherwise subject to all applicable ordinances and rules in force from time to time in the Anglican Church Diocese of Sydney.

**Duties and performance of duties**

The main duties of the position are outlined in the Position Description (see attachments). These may be revised from time to time in consultation with you in response to the changing needs of the parish.

You will also undertake any other duties that the Minister (or his nominee) reasonably and lawfully directs you to undertake from time to time.

Please note that your places of work, including [parish name], are non-smoking areas. Alcohol is not permitted on any church premises except for the purposes of Holy Communion or otherwise where permitted by the Parish Council.

You agree to abide by all the policies and procedures of, or applicable to, your casual employment at the parish as varied from time to time. However, you acknowledge that these policies and procedures are not terms of your employment and are not binding on us.

During the course of undertaking any casual employment in the position, you may become aware of confidential information. You agree to keep this information confidential both during and after your employment, except insofar as such disclosure may be reasonably necessary for the proper performance of your duties.

**Remuneration**

[***Option 1 – use if casual employment is non-award, i.e. ministry worker:*** You will be paid at the rate of $[amount] per hour. In addition to your hourly rate, you will be paid the applicable casual loading of [25%]. You will be paid [at the end of each engagement ***OR*** weekly ***OR*** fortnightly ***OR*** monthly] to a bank account of your choice. [***Note:*** *the amount must be no less than the National Minimum Wage plus the casual loading.*]

***Option 2 – use if casual employment is award-covered:*** In accordance with your award classification, you will be paid an hourly rate of $[amount] per hour. In addition to your hourly rate, you will receive the applicable casual loading of [25%]. Your rate will be varied in accordance with the award. You will be paid [at the end of each engagement ***OR*** weekly ***OR*** fortnightly ***OR*** monthly] to a bank account of your choice. [***Note:*** *check the requirements of the applicable award in relation to pay periods.*]

***Optional set-off clause – only use if the casual will be paid an above-award rate, i.e. option 1:*** This remuneration is in excess of all your entitlements under the Clerks – (Private Sector) Award 2020 and is in satisfaction of, and may be used to set-off all your entitlements under the award including minimum wages (clause 16), allowances (clause 19), overtime and penalty rates (clauses 21 and 24).

***End wording.***]

We will make compulsory superannuation contributions in accordance with applicable superannuation legislation. These superannuation contributions will be paid into:

* your choice of complying superannuation fund; or
* your ATO stapled super fund; or
* Anglican National Super if you do not nominate a fund and do not have a stapled fund.

**Leave**

As you are a casual employee, you are paid a [25%] loading instead of, among other things, paid leave entitlements such as paid annual leave and personal/carer’s leave.

However, you are entitled to unpaid leave and long service leave in accordance with applicable legislation. Please refer to the Fair Work Information Statement for further details (see attachments).

[***Optional wording:* Professional standards**

The Anglican Church Diocese of Sydney is evangelical and Bible-based. It is expected that you will conduct yourself in a manner that is, at all times, consistent with the teaching of the Bible, as understood and professed by the Diocese of Sydney, as well as the principles and values of the Diocese. This includes parish or diocesan policies concerning personal behaviour that may be in force from time to time, including *Faithfulness in Service: A national code for personal behaviour and the practice of pastoral ministry by clergy and church workers* (see attachments).

***End optional wording.***]

[***Note:*** *you may wish to consider whether this should be required or appropriate for non-ministry workers who are employed on a casual basis.*]

**Dispute resolution**

You agree to comply with the Diocesan policy for dealing with allegations of unacceptable behavior (see attachments) as amended from time to time, to deal with any applicable disputes relating to your employment.

**Termination**

Your casual employment may be terminated at any time by you or us without notice.

Your employment may be terminated summarily for serious misconduct.Serious misconduct includes gross dishonesty, violence, gross incompetence and pursuing a lifestyle which is inconsistent with the principles and values of the Anglican Church Diocese of Sydney (**Diocese**) or any other act which would entitle us to dismiss you summarily.

**[*Optional wording – use for pastoral ministry and child-related employment:* Special condition(s) of employment**

Given the duties involved in the position, your employment is conditional on you:

1. holding an authority under the *Authorisation of Lay Ministry Ordinance 2015* to exercise the office of lay minister in the Diocese;
2. having a valid Working with Children Check (**WWCC**) clearance (or current application) and us verifying your details in relation to the clearance; and
3. having satisfactorily completed the Diocese’s safe ministry assessment and training requirements.

You must provide us with a copy of your submitted applications for an authority and WWCC clearance, and a copy of the authority and clearance when you receive them.

It is an ongoing condition of your employment that you have an authority and a WWCC clearance in effect at all times. We may take action to terminate your employment, including summarily, if you do not have an authority and WWCC clearance at any time during your employment.

***End optional wording.***]

**Entire agreement**

This letter (excluding attachments) contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to the subject matter. The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and us.

[***Optional wording:*** **Surveillance**

We reserve the right [to conduct camera surveillance and ]to access and monitor any communications sent or received via our communications systems in accordance with the Workplace Surveillance Policy (see attachments).

***Note:*** *If it is intended that surveillance will be conducted, the workplace surveillance notice and policy will need to be provided to the employee as part of the package of ‘attachments’ to this letter. A template policy and notice may be found on the Parish Portal and in the Appendices of the Employment Relations Guidelines. Also, if camera surveillance is carried out, the cameras must be clearly visible in the workplace and there must be signs put up at each entrance to the workplace notifying persons that they may be under surveillance.*

***End optional wording.***]

**Governing law**

Your employment and this letter are governed by the laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts exercising jurisdiction there.

[***Optional wording:* Documents to be completed and returned**

* *Tax File Number Declaration*
* *Standard Superannuation Choice Form*

***Note:*** *new employees can complete these forms through the ATO online services by linking their MyGov account or through forms available via the parish’s payroll software or onboarding solution. If these options are available, then these forms do not need to be provided in paper form and the wording above may be deleted.*

***Ending optional wording.***]

**Attachments**

1. *Role Description*
2. *Casual Employment Information Statement*
3. *Fair Work Information Statement*
4. *Faithfulness in Service: A national code for personal behaviour and the practice of pastoral ministry by clergy and church workers*
5. *Diocesan Policy for dealing with allegations of unacceptable behavior*
6. *Workplace Surveillance Notice and Policy*

**Acceptance**

If you wish to accept casual employment in the position as set out in this letter, you should:

1. sign a copy of this letter in the space indicated below;
2. complete the “documents to be completed” listed above;
3. ensure you have read and are familiar with the “Attachments” to this letter;
4. [***delete for non-ministry workers:*** provide a copy of your authority from the Archbishop, valid WWCC clearance and records of your completed safe ministry assessment and training (or submitted applications);]
5. provide the details of the bank account into which you would like us to pay your wages; and
6. return the copy of the signed letter and any required documents to [name] as soon as possible.

Yours sincerely,

**The Wardens**

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| **ACCEPTANCE AND SIGNATURE**  I, [name], accept the offer of casual employment in the position as set out in this letter. I understand that:   * I am not obliged to accept any occasion of casual work offered to me from time to time; * each occasion I work will be a separate engagement, the terms and conditions of which are set out in this letter; and * I have been given no firm advance commitment of regular or ongoing employment according to a regular pattern of work in relation to this casual position.   Signature ………………………….…………………………. Date…………………………. |