

# STATEMENT OF UNDERSTANDING: 2017

**Church:**

**Church ABN:**

**Pastor:**

**Position:**

**Start Date:**

**Days:** 5 (can be changed) days per week.

The relationship between the church and its pastor(s) is special and unique, involving a commitment by each party. The pastor responds to the call to provide leadership and care for the church and the church commits to provide care and support for the pastor.

This Statement of Understanding is a written summary of the terms and conditions of the call and should be read in conjunction with the BUV **Guidelines for Healthy Church/Pastor Relationships ("The Guidelines")**. Where the terms of the Statement of Understanding differ from the Guidelines this Statement of Understanding will take priority.

<p><b>Stipend</b></p>	<p>Remuneration will be per the BUV recommended stipend and benefit rate for a pastor with the stipend paid at 100% of the recommendation. The weekly stipend will be \$1,530. This is broken down as follows:</p> <table border="1" data-bbox="440 1171 1362 1402"> <thead> <tr> <th></th> <th>% of Stipend</th> <th>Amount (per week)</th> </tr> </thead> <tbody> <tr> <td><b>Taxable Salary</b></td> <td><b>50%</b></td> <td><b>\$765.50</b></td> </tr> <tr> <td><b>Exempt Benefits</b></td> <td></td> <td></td> </tr> <tr> <td>- Value of manse</td> <td></td> <td>\$0</td> </tr> <tr> <td>- Other benefits</td> <td></td> <td>\$765.50</td> </tr> <tr> <td><b>Total Exempt Benefits</b></td> <td><b>50%</b></td> <td><b>\$765.50</b></td> </tr> </tbody> </table> <p>Stipend will be reviewed annually and will increase in line with any increase approved by Assembly for a pastor's recommended stipend.</p>		% of Stipend	Amount (per week)	<b>Taxable Salary</b>	<b>50%</b>	<b>\$765.50</b>	<b>Exempt Benefits</b>			- Value of manse		\$0	- Other benefits		\$765.50	<b>Total Exempt Benefits</b>	<b>50%</b>	<b>\$765.50</b>
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<p><b>Superannuation</b></p>	<p>Superannuation will be paid at 100% of the BUV recommendation, which will be no less than that required by law. The weekly superannuation will be \$181.00.</p> <p>The church acknowledges that this includes payment of superannuation on the exempt benefits and is grossed up to the same superannuation payment for an equivalent commercial salary.</p> <p>Superannuation contributions will be paid as required under the Superannuation Guarantee (Administration) Act 1992 as varied from time to</p>																		

	time to a complying fund. Superannuation is paid in addition to an employee's salary.																				
<b>Pastors Resources</b>	<p>In addition to the stipend the church will pay the following costs:</p> <table border="1"> <tr> <td>Desktop computer or laptop</td> <td>\$</td> </tr> <tr> <td>Computer software</td> <td>\$</td> </tr> <tr> <td>Internet access</td> <td>\$</td> </tr> <tr> <td>Telephone</td> <td>\$</td> </tr> <tr> <td>Office/study</td> <td>\$</td> </tr> <tr> <td>Office expenses</td> <td>\$</td> </tr> <tr> <td>Professional development</td> <td>\$</td> </tr> <tr> <td>Car</td> <td>\$</td> </tr> <tr> <td>Hospitality</td> <td>\$</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Desktop computer or laptop	\$	Computer software	\$	Internet access	\$	Telephone	\$	Office/study	\$	Office expenses	\$	Professional development	\$	Car	\$	Hospitality	\$		
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<b>Span of Hours</b>	<p>There is no normal span of hours. The nature of the pastoral role, ministering directly with the community, dictates that the span of hours will change from day to day and week to week.</p> <p>Regular days of work will be negotiated between the pastor and church and should include 2 days off per week.</p>																				
<b>Hours of Work</b>	The ordinary hours of work will not exceed an average of 38 hours per week over 5 days.																				
<b>Additional Hours</b>	<p>All hours worked beyond the specified ordinary hours of work will be considered as additional hours.</p> <p>The pastors' annual stipend includes payment for reasonable additional hours.</p>																				
<b>Annual Leave</b>	Pastors are entitled to five weeks paid annual leave per annum. The entitlement is cumulative.																				
<b>Paid Personal/ Carer's Leave</b>	<p>Pastors are entitled to 10 days paid personal leave per year, if they:-</p> <ul style="list-style-type: none"> <li>• Are unfit to perform their duties because of a personal illness or injury affecting them; or</li> <li>• Need to provide care or support to a member of their immediate family or a member of their household who requires that care and support because: <ul style="list-style-type: none"> <li>(i) They are suffering from a personal illness or injury;</li> <li>(ii) There is an unexpected emergency in relation to that person.</li> </ul> </li> </ul> <p>The church may require some evidence of the need for the pastor to take personal leave. This will generally be in the form of medical certificates from a legally qualified practitioner.</p> <p>This leave is cumulative but will not be paid out on termination.</p>																				

<b>Unpaid Carer's Leave</b>	<p>In addition to paid leave, the pastor shall, when their paid personal leave is exhausted, be entitled to a period of up to two days unpaid carer's leave for each occasion on which a member of their immediate family or a member of their household requires care or support because:</p> <ul style="list-style-type: none"> <li>• They are suffering from a personal illness or injury;</li> <li>• There is an unexpected emergency in relation to that person.</li> </ul>
<b>Compassionate Leave</b>	<p>The pastor will be entitled to two days paid compassionate leave on each occasion when a member of their immediate family or a member of their household:</p> <ul style="list-style-type: none"> <li>• Contracts or develops a personal illness that poses a serious threat to his or her life; or</li> <li>• Sustains a personal injury that poses a serious threat to his/her life; or</li> <li>• Dies.</li> </ul>
<b>Parental Leave</b>	<p>Non primary care givers are entitled to receive one week as paid paternity leave at the time of birth. Parental leave includes maternity leave (for mums), paternity leave (for dads and partners) and adoption leave as well as other types of special leave.</p> <p><i>Paid parental leave may be available to eligible working parents under the Government's Paid Parental Leave scheme.</i></p>
<b>Public Holidays</b>	<p>Pastors will be entitled to official Victorian public holidays without loss of pay (when their usual work falls on the public holiday).</p> <p>Where a pastor needs to work on a public holiday they are entitled to take an alternative day off in the same week. It is expected, as a matter of course, that pastors will be required to work on Good Friday and Christmas Day.</p>
<b>Long Service Leave</b>	<p>Pastors are entitled to long service leave in accordance with the Victorian Long Service Leave Act 1992.</p> <p>The church will participate in the BUV Ministerial Long Service Leave Savings Scheme and accepts a start date, for long service leave purposes of <i>insert date</i></p>
<b>Rest and Restoration leave</b>	<p>Pastors are entitled to one week's rest &amp; restoration leave per year in accordance with the guidelines. Rest &amp; restoration leave can only be taken when the church is satisfied the pastor's accrued annual leave is at a satisfactory level.</p>
<b>Annual Appraisal</b>	<p>A structured planning, development and appraisal process with the pastor will occur on an annual basis.</p>

<b>Professional Development</b>	A minimum of 40 contact hours each year of professional development should be undertaken and reviewed each year at an annual review.
<b>Discrimination</b>	The church must comply with the legal requirements under the equal opportunity legislation with regards to the employment relationship. This means that the church must provide a workplace free of discrimination and harassment for the Pastor and any other employee.
<b>BUV Accreditation</b>	<p>The pastor will maintain accreditation with the Baptist Union of Victoria.</p> <p>As part of maintaining their registration the pastor will ensure:</p> <ul style="list-style-type: none"> <li>• Regular Police Checks (at least every two years)</li> <li>• They maintain a current Working with Children Check</li> <li>• Assent to and comply with the Code of Ethics</li> <li>• Some form of recognised collegial accountability.</li> </ul>
<b>Occupational Health and Safety</b>	<p>The church and the pastor agree that a safe and secure workplace is important and the Church will comply with occupational health and safety laws. The Pastor will take all practicable steps to ensure their own safety while at work, and to ensure that no action or inaction by them while at work causes harm to any other person. Pastors will ensure church safety procedures are followed at all times.</p> <p>Pastors will report to the Church Leadership as soon as possible any accidents, incidents or hazards arising during the course of your employment. If they have any concerns in relation to their safety or the safety of others in the workplace, pastors are to report them to the church leaders who will take all practicable steps to provide and maintain a safe work environment.</p>
<b>Confidentiality</b>	<p>'Confidential Information' includes all the church's ministry information, operating procedures, intellectual property, financial information, and details of church members, beneficiaries of support and suppliers, obtained by the pastor as a result of their pastoral ministry with the Church.</p> <p>The pastor, during and after the term of ministry, must not disclose confidential information to any person or entity, except where disclosure is:</p> <ol style="list-style-type: none"> <li>a) necessary in the course of performing the pastor's duties;</li> <li>b) to an officer or employee of the Church;</li> <li>c) to a professional legal adviser;</li> <li>d) made with the prior written consent of the Church; or</li> <li>e) required by law, or the code of conduct for pastoral leaders;</li> </ol> <p>in which event, the pastor must disclose the confidential information only to persons who are aware and agree that the confidential information must be kept confidential, and who have a need to know (and only to the extent that each has a need to know).</p> <p>The pastor must use confidential information solely for the purpose of performing the pastor's duties and not for the benefit of the pastor or any third party.</p>

	<p>The pastor must immediately notify the church of any suspected or actual unauthorised use, copying or disclosure of confidential information, and must provide all assistance reasonably requested by the church in relation to any proceedings the church may take against any person for unauthorised use, copying or disclosure of confidential information.</p>
<b>Pre-existing Injuries</b>	<p>Before commencing employment, pastors are requested to disclose all pre-existing injuries and diseases suffered by them, which could be affected by the nature of the proposed pastoral ministry with the Church.</p> <p>If the pastor fails to disclose any such pre-existing injury or disease, or if the pastor makes a false or misleading disclosure, then section 82(8) of the Accident Compensation Act 1985 will apply. The effect of this section is that, despite any recurrence, aggravation, acceleration, exacerbation or deterioration of the pre-existing injury or disease arising out of or in the course of or due to the nature of the pastor's work with the Church, the pastor will not be entitled to WorkCover compensation.</p>
<b>Concluding Ministry</b>	<p>Notwithstanding the expiry date contained in this Statement of Understanding, the pastor's ministry may be concluded at a date earlier than the expiry date.</p> <p>If the church wishes to conclude the pastor's ministry in circumstances that do not give rise to serious misconduct, they must provide the pastor with three months' notice in writing. The church will continue all of the agreed payments of stipend and benefits, including the housing arrangements (e.g. use of the manse) and superannuation, during the period of notice or make a payment in lieu thereof.</p> <p>In bringing a pastor's ministry to conclusion the church must follow its constitution. This should involve, even if the constitution does not so provide, the approval of the church membership via a majority vote at a specially called church meeting.</p> <p>If the pastor wishes to conclude their ministry they must provide the church with three months' notice in writing.</p> <p>Nothing in this agreement affects the church's right to dismiss the pastor without notice for serious misconduct and if so the pastor shall only be entitled to be paid for the time worked up to the date of dismissal and any entitlements accrued as at that date.</p>
<b>Parties to the Agreement</b>	<p>The parties to this agreement are <b>XYZ Baptist Church, Address</b> and <b>Pastor, Address.</b></p>
<b>Expiry Date</b>	<p>This agreement will take effect on the start date, and will, unless terminated earlier, have an expiry date of five years from the start date.</p>
<b>Conflict Resolution Procedure</b>	<p>In the case of a conflict or grievance arising, the conflict resolution procedure in the guidelines should be followed.</p>

**Church**

Church Leaders  
Signature: \_\_\_\_\_

Church Leaders  
Signature: \_\_\_\_\_

Name of Church  
Leader: \_\_\_\_\_

Name of Church  
Leader: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Pastor**

I have received a copy of my position description, statement of understanding and  
BUV "Guidelines for Healthy Church/Pastor Relationships". I have read and  
understood these documents:

Employees  
Signature: \_\_\_\_\_

Witness  
Signature: \_\_\_\_\_

Name of  
Employee: \_\_\_\_\_

Name of  
Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_