**Terms of Placement**

**Synod of NSW and the ACT**

**Presbytery/ Synod / Agency**

|  |
| --- |
|  |

**Placement Name**

|  |
| --- |
|  |

**Minister Name**

|  |
| --- |
|  |

|  |  |
| --- | --- |
| Title | Terms of Placement |
| Creation Date | 7 August 2014 |
| Version | 0.6 |
| Last Revised | October 2023 |
| Approved by | ACOMP |
| Approval date | 21 April 2020  |

**Please note:** This is a Synod policy and may not be altered.

Terms of Placement will not be accepted if it has not been completed correctly, information is missing or if the incorrect template has been used.

If you are unsure, please contact the Secretariat for any questions before submitting.

# **Ministry: A Covenant Relationship**

**A statement about the relationship between Minister and Placement**

A ministry placement recognizes that the church, discerning the call of God, has called a particular person to a particular role in a particular place within the Christian community. This minister will stand within that placement, building up the community of faith, helping it to be an organic part of the one holy catholic and apostolic church. BoU; Reg 2.2.1 (a) (b)

The relationship established in the solemn liturgical acts of Ordination and each Induction is a **covenant** arising out of a mutually heard **call** and mutually expressed **commitment** to the way and work of Jesus Christ on the part of the minister, the placement and the wider Church. This covenant recognises that Ministers have a responsibility to the life of the community which they serve, to the wider church, and to God who has called them. (BoU; Constitution Para 15) (Reg 2.9.1; 2.4.5 (b) (i) (ii))

This relationship is not the same as that of employees appointed to carry out a list of functions determined by their employer. Ministers do not receive a ‘salary’ commensurate with qualifications, experience and responsibilities, but a stipend to support them adequately in ministry in the service of Christ (Reg 2.7.1(a)). They do not operate in an industrial relations context of legal rights and contractual obligations between employee and employer, but in the ‘whole of life’ covenantal relationship of those parts of the body of Christ who have discerned the call and agreed upon the placement (Reg 2.4.5 (a)).

Certain expectations derive from this covenantal relationship based on a call.

* Ministers, placements and the wider church are mutually responsible for the placement, oversight, conduct and conclusion of each ministry. No part of the church has absolute autonomy except under certain extreme conditions. Ministers and congregations must remain open to the guidance of the Presbytery or Synod, and the wider church councils must act in consultation with individuals and communities (Reg 2.6.5).
* At regular intervals the vitality of the ministry relationship will be appraised. Capacity and ability will be assessed, and the original call may be affirmed, encouraged or questioned. This step is about call. The issue is not ‘Has the person been doing a good job?’ but ‘As the community moves into the next stage of its life, does it perceive that God is still calling all parties into this covenant relationship?’
* Ministers do not have legally enforceable employment contracts. This is so whether the person is in a congregation, presbytery or Synod role. The primary, defining characteristic is that they are in covenantal placement defined by a call. This relationship ends when any one of those involved – minister, placement, or wider church – no longer believes that there is a call to that relationship (Reg 2.10).

In entering this placement, and in signing this document, you commit yourself to this understanding of the relationship established by call and induction and bind yourself to the joys and limits that are found in that relationship.

# **Terms of Placement**

These are the agreed Terms of Placement between the following Minister and Placement who hereby commit themselves to ministry together.

|  |  |
| --- | --- |
| Ministers Name: |  |
|  |  |
| Placement Name: |  |
|  |  |
| Agency: |  |
|  |  |
| Presbytery Membership: |  |
|  |  |
| Letter of Call date: |  |

The Terms of Placement set out below have the approval of the Presbytery/Board. Any required changes agreed by both minister and placement are subject to the approval of the Presbytery or Board.

|  |  |
| --- | --- |
| **Placement commencement date:** |  |
| **Placement Type:** |  |
| Full time |  [ ]  |
| Part time |  [ ]  |

|  |
| --- |
|  |

 | % of full time |
| Limited to |  [ ]  |

|  |
| --- |
|  |

 | years |

### **Remuneration**

Remuneration will be set according to the Schedule of Stipend and Benefits as provided by the Synod of NSW & the ACT from time to time.

Current remuneration calculations are:

|  |  |
| --- | --- |
| Annual Stipend | $  |
|  |  |
| Travel Benefit Amount | $000.00 per annum  |
|  |  |
| Travel Benefit Rate | $0.00 per km |
|  |  |
| Estimated Travel Mileage | 00,000 km per annum |
|  |  |
| Resource Benefit | $  |
|  |  |
| Residence Benefit *(if applicable)* | $  |
|  |  |
| Name of Superannuation Fund |  |
|  |  |
| Beneficiary Fund % orSuperannuation Fund*(pro-rata for part time)* |  |
|  |  |
| MSF Levy *(pro-rata for Part time)* | $  |
|  |  |

1. **Payroll Services** - Please nominate the entity responsible for payment of stipend:

|  |  |
| --- | --- |
| Congregation/Presbytery [ ]  | Name of Appointing Body |
| Synod Office Payroll Bureau Services [ ]  |  |
| National Assembly - Payroll [ ]  |  |
| **Ministers Benefit Fund (MBF)** [ ]  |  |
|

|  |
| --- |
| Contact Uniting Financial Services (UFS) Contactus@unitingfinancial.com.au to set up an MBF account. Please note that UFS require a minimum of 48 hours to set up this account. |

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### **Vehicle / Mileage:**

### ***(Please tick A, B or C as applicable)***

1. [ ]  Placement will provide motor vehicle
2. [ ]  Minister will use own car and placement will pay Travel on the basis of:

00,000 km per annum

### **Residence:**

***(Please tick A, B or C as applicable)***

1. [ ]  **A rent-free residence will be provided.**

Please complete a [**Manse Premises Condition Report Form**](https://www.nswact.uca.org.au/media/xg2klka2/manse-premises-condition-report-form.pdf)**.** This provides a description of the residence and a list of the agreed manse inclusions and their condition.

Please ensure that housing meets the Synod's standards applicable to ministerial residences and the Synod by completing a [**Statement of Mutual Expectations (Manse) Form**](https://www.nswact.uca.org.au/media/u5udfjvg/statement-of-mutual-expectations-manse.pdf) as confirmation of the roles and responsibilities of the appointing body and the minister.

1. [ ]  **A rent-free residence will be leased for the minister**, in consultation with the minister and with reference to his/her family needs. *Attention is drawn to the Synod's standards applicable to Ministerial residences.*
2. [ ]  **A payment in lieu of a provided residence will be paid**, in accordance with the Synod’s current Stipend and Benefit Table. This makes provision for a Minister to live in their own home and requires the approval of the appointing body.
3. **Superannuation:**

***(Please tick A or B as applicable)***

1. [ ]  **Beneficiary Fund:** The Placement will pay contributions to the Beneficiary Fund at the rate required (or at the appropriate percentage of the full rate in the case of limited placement).
2. [ ]  **The Superannuation Fund:** Nominated by the Minister/Appointed person.

1. **Ministerial Support Funds**

The Placement will pay contributions to the Ministerial Support Funds at the rate required (or at the appropriate percentage of the full rate in the case of limited placement).

### **Other Benefits: (delete or add as agreed)**

(These refer to any specific additional benefits that may be agreed. An example may be public transport costs should that be required.)

**Supervision:** Insert agreed contribution costs below.*(The appointing body is responsible for an agreed amount up to $1,500 per annum. This should not be paid as a lump sum or deposited into the Ministers MBF.* *The Minister should pay the supervision invoice and seek reimbursement OR send the supervision invoice to the entity nominated in point 4 of this document to pay.)*

|  |
| --- |
| $ |

**Proportion of household utilities:** (Appointing body pays all fixed costs. Minister pays all usage for gas, water and electricity)

**Telecommunications:** The placement will provide that which is necessary for one principal working office. This shall include but not be limited to:

* 1. Adequate telecommunications facilities, including mobile phone and broadband internet access. This shall include hardware and ISP. Placement and minister shall agree on what proportion of the phone plan is paid by each.
	2. Should the minister elect the provision of a landline instead of a mobile phone, the placement shall meet the standing cost of the phone connections in either the residence or church office and all ministry related costs.
	3. Should the working environment be located at a church/office building, the appointing body may provide a landline connection at the Manse. The cost of connection and maintaining this landline shall be the responsibility of the Minister.

The appointing body may provide a computer/laptop or include an allocation (say) $500 per annum for the Minister to provide their own. Provision of any device is at the discretion of the appointing body. (This may be paid into the Ministers Expense Account)

***(Please tick A, B, C, or D as applicable)***

|  |  |  |  |
| --- | --- | --- | --- |
| A.  | [ ]  | Proportion of landline phone bill:  |  % or $  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Location of landline/s: |

|  |
| --- |
|  |

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|  |  |  |  |
| --- | --- | --- | --- |
| B. | [ ]  | Proportion of mobile phone plan: |  % or $  |

|  |  |  |  |
| --- | --- | --- | --- |
| C. | [ ]  | Full cost of a church mobile plan: |  % or $  |

|  |  |  |
| --- | --- | --- |
| D. | Laptop to be provided by: |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | [ ]  | Minister |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | [ ]  | Placement. The placement shall contribute: | $ p.a.  |

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|  |  |  |  |
| --- | --- | --- | --- |
|  | [ ]  | Benefit paid by placement. The placement shall contribute: | $ p.a.  |

|  |  |  |
| --- | --- | --- |
| E. | Payment Type: |  |
|  | [ ]  Part of stipend package under other allowances | [ ]  Reimbursed by appointing body, outside of the stipend package |

Please list any further details regarding telecommunications below:

|  |
| --- |
|  |

### **Relocation**

The Synod shall take responsibility for 90% of the cost of relocation to a maximum amount of (currently) $5,000. The receiving placement shall contribute 10%. Placements involving multiple congregations shall equally share the 10% contribution.

This arrangement shall provide for ministers moving:

* Into their first placement.
* Between placements.
* After their final placement to their place of retirement (within NSW and ACT).

For first placement and between placement relocations, the Synod will only cover one move per placement.

For inter-synod moves, the Synod of NSW.ACT may pay no more than half of the pre-agreed quote.

### **Leave**

All leave shall be taken in accordance with the provisions of Synod set out in the [Ministry Handbook](https://www.nswact.uca.org.au/resources/ministry-handbook/).

### **Attach Ministry Responsibilities**

|  |  |
| --- | --- |
| [ ]  | Responsibilities attached - This is the summary of the main responsibilities/duties expected of the Minister. Please do not re-attach the Placement Profile. |

# **PRESBYTERY CONDITIONS**

***(The Presbytery shall Amend or deleted as appropriate)***

In addition to the standard Synod of NSW and the ACT Terms of Placement the **Presbytery Name** Presbytery places the following expectations upon all congregations and ministers in congregational placements. Presbytery can give guidance in matters that may be unclear, including computers and communications needs.

1. **Regional Ministry Teams:** All ministers will join Regional Ministry Teams to share the opportunities and needs of the churches in a local Presbytery sub-region. Participation at meetings is expected of every Minister in specified placements, including ordained ministers and pastors (and chaplains where appropriate). Teams will meet 4-5 times a year.
2. **Ministry Responsibilities to the Wider Church:** Ministers commit themselves in their Ordination and Induction vows to accept the oversight and encouragement of the Presbytery and to be involved in its life, including attendance at Presbytery meetings. Every person in placement is considered as an agent of and a resource to the whole church, which may include Synod, Assembly or ecumenical responsibilities. This commitment will be at least 10% of a Minister’s working hours.

The **Minister** will be willing and available to share in the ministry, mission and administration of the Presbytery and wider church, as gifted.

The **Placement** should understand and accept the responsibility of each Minister to participate in the mission of the church beyond the bounds of the placement.

The **Presbytery** will respect appropriate boundaries and negotiate with the placement any demands that may be made upon a minister.

*Please discuss and record the Minister’s contribution to the wider church.*

*Note that this does not bind anyone to this process but simply alerts all parties to potential contribution.*

|  |  |
| --- | --- |
| Presbytery contribution: |  |
|  |  |
| Synod/Assembly contribution: |  |

1. **Accountability, Supervision and Continuing Education:** The Presbytery expects every minister to lodge an annual report, uphold the Synod and Assembly requirements for Working with Children Check and/or Working with Vulnerable People’s Check, fulfil requirements for Supervision, Ethical Ministry and Continuing Education.

These are addressed in the [Ministry Handbook](https://www.nswact.uca.org.au/resources/ministry-handbook/).

* 1. **Annual Reporting**: Ministers shall complete an annual appraisal as provided by Presbytery as per regulation 2.2.1(c). This will record diligence in accountability and assist the Presbytery in their care and oversight for ministers.
	2. **Continuing Education:** Ministers will complete a Continuing Education Covenant and submit this to the Presbytery and to their Church Council or placement supervisory board in an agreed form. All ministers in placement will attend any professional development courses required by the Synod, Assembly and Presbytery.
	3. **Supervision:**  Ministers will undertake regular Professional Supervision as required of ordained ministers in the Uniting Church in Australia by the Assembly. The Placement should support and encourage the Minister’s participation in supervision and contribute to the cost of supervision (see Synod Terms of Placement, #8 above.)
	4. **Ethical Ministry:** Ministers will attend two half day refresher workshops per year.
	5. **Ministry Retreat:** As part of ministry and as an extension of their Professional Supervision, ministers are expected to reflect on their ministry through participation in a guided retreat. Attendance at the annual Presbytery Retreat is an important part of ministry and is an expectation of all Ministers in the Presbytery. Supervision and retreat time is included in the Minister’s working hours, not Study Leave or Annual Leave
	6. The Minister shall hold a current WWCC and/or WWVP and be responsible for ensuring the Placement, Presbytery and Synod has notification of renewal.
1. **Leave – ‘Sundays Off’ (optional):** The Presbytery may choose to grant Ministers an additional two Sundays per annum, where they are not required to lead or participate in worship within their placement. These are intended to make it possible for the Minister to have family or personal time in lieu of the gazetted long weekends/public holidays. These two Sundays are not to be taken consecutively nor in conjunction with annual leave and may not be accumulated. It is the responsibility of the Church Council to record all leave and the Minister to report annually to the PRC on leave taken and balance due.
2. **Special Conditions:** please list other specific clauses relevant to this placement.

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### **Signatures**

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|  |  |  |  |  |
|  |  |  |
| **Signature:** |  |  |
| **Name:** |  |  |  |  |
|  | *Minister* |  | *Church Council Secretary/Presbytery Secretary* |  |
| **Date:** |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signature:** |  |  |  |  |
| **Name:** |  |  |  |  |
|  | *PRC Chair/Secretary* |  | *Associate Secretary*  |  |
| **Date:** |  |  |  |  |

*A signed copy of the Terms of Placement to be forwarded to the Associate Secretary:* *AssociateSecretary@nswact.uca.org.au*

*With a copy to Synod Secretariat:* *ACOMP@nswact.uca.org.au*

*Synod Secretariat will send the finalised Terms of Placement to the Minister, Congregation and Presbytery.*

**Regulations re. Supervision and Reporting to Presbytery**

**U.C.A. Regulations**

 2.4.4 Every Minister shall report annually to the Presbytery to which the Minister is enrolled on the ways in which the duties of a Minister as prescribed in Regulations 2.4.2 and 2.4.3 are being exercised.

2.14.1 Ministers, Community Ministers, Lay Pastors and Youth Workers shall exercise their ministries in accordance with the Code of Ethics.

***Duties [of Pastoral Relations Committee]***

3.4.38 (c) (iii) to counsel Ministers for their encouragement and enrichment in the fulfilment of their ministries, including reference to the Code of Ethics.

***Responsibilities of Presbyteries***

3.4.4 (A) the pastoral and administrative oversight of all Ministers and pastoral charges within the bounds and ensuring Ministers receive regular professional supervision.

**Code of Ethics**

***3.7 Ministers shall take responsibility:***

1. to maintain their physical, spiritual and emotional health;
2. to participate in supervision;
3. to give adequate priority to their relationship with their family;
4. To nurture personal relationships which assist them in their wholeness.

***3.8 Supervision***

1. Ministers have a responsibility to recognise that they are vulnerable, requiring them to maintain their professionalism in difficult circumstances.
2. Ministers shall keep appropriate records
(e.g. details of appointments and referrals and a journal of critical incidents).
3. Professional supervision means the relationships Ministers have with another professional or group whereby the Minister is assisted to maintain the boundaries of the pastoral relationship and the quality of the pastoral relationship (as per the definition at the commencement of the Regulations), including competencies, time management, priorities and any difficulties arising in ministry.
4. Ministers have a responsibility to ensure that they receive regular professional supervision. Such supervision is intended to assist Ministers to maintain the boundaries of the pastoral relationships and quality of ministry.
5. Ministers shall discuss with their supervisor any ongoing situations of conflict in which they are involved in the course of their work.
6. Where applicable, Ministers shall retain membership requirements of any relevant professional association (e.g. psychologists or counsellors).

**Continuing Education**: Ministers are referred to the Synod and Assembly websites’ resources pages for guidelines and requirements that will change from time to time:

* *[Code of Ethics and Ministry Practice for Ministers in the Uniting Church in Australia](https://ucaassembly.recollect.net.au/nodes/view/301)*
* *[The Uniting Church in Australia Constitution and Regulations](https://ucaassembly.recollect.net.au/nodes/view/307)*
* [*The Uniting Church in Australia - Synod of NSW and the ACT By-Laws*](https://nswact.uca.org.au/media/11704/synod-by-laws-updated-16822.pdf)