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Anglican Diocese of Brisbane
ANGLICAN DIOCESE BRN

NO. 188

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THIS AGREEMENT is made the 28 June 2000BETWEEN:

The Corporation of the Synod of the Diocese of Brisbane [the Diocese] and Gilbert Arthur Case [the employee].

WHEREAS

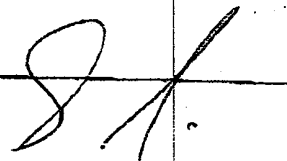
The intention of this Agreement is to record the terms upon which the employee shall perform service for the Diocese as the Diocese may direct and by his execution of the same the employee acknowledges that its provisions shall apply as between him and the Diocese.

NOW IT IS HEREBY AGREED AS FOLLOWS:1. DUTIES

- a) The Diocese shall employ the employee and the employee shall serve the Diocese as the Diocese may at any time and from time to time direct in the capacity of Executive Director of the Anglican Schools Office and as such the employee shall perform the duties and exercise the powers in relation to the business of the Diocese as set out herein.
- b) All directions to the employee referred to in sub clause [a] of this clause shall be made by the Archbishop of the Diocese of Brisbane or his nominee acting as the designated officer of the Diocese for this purpose.
- c) The position is to be based in Brisbane, but the employee acknowledges that the position may from time to time involve extensive travel throughout the State of Queensland and elsewhere in Australia with consequent periods of absence from home. From time to time, the employee may be expected to work beyond normal business hours.

2. TERM Read as → (1) or (2) 11 ?

- a) Subject to Clause 2 [b] of this Agreement and Clause 10 of the Schedule, the term of this Agreement shall be for a period of five years commencing on 6 February 2001 and concluding on 5 February 2006.
- b) The Diocese may terminate this Agreement by notice in writing effective immediately and without any further remuneration and compensation being paid if the employee is guilty of a serious misconduct. It is expressly agreed that without limitation, the following circumstances will amount to serious misconduct:
 - [i] wilful neglect or gross negligence in the performance of the employee's responsibility;
 - [ii] serious incompetence or inefficiency in the performance of the employee's duties;
 - [iii] serious or repeated breaches of this Agreement or repudiation of any term in this Agreement;
 - [iv] disobedience or neglect of any lawful order or direction given by or on behalf of the Diocese; and
 - [v] the commission of any criminal offence or other act which in the reasonable opinion of the Diocese may bring the Diocese or the employee into disrepute.



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- c) In the event of the continued ill health or incapacity of the employee other than an illness or incapacity to which Part 5 of the Industrial Relations Act 1999 shall apply, the Diocese may terminate this Agreement by notice in writing upon payment of a sum not less than the value of three [3] months of the employee's annual remuneration package.
- d) Save for those matters referred to in Clause 2[b] of this Agreement, the Diocese may not terminate this Agreement unless it shall first give the employee not less than three [3] months notice in writing.
- e) The employee may terminate this Agreement by giving the Diocese not less than one [1] month's notice in writing.

3. REMUNERATION

As remuneration for his service hereunder the employee shall be remunerated at the rate appearing in the Schedule, together with such benefits as listed in the Schedule, or at such other rate and together with such other benefits as may from time to time be agreed.

4. EXPENSES

The Diocese shall reimburse the employee for all reasonable travelling accommodation and other expenses properly incurred in the performance of the work as specified hereunder. At the request of the Diocese the employee shall provide dockets, accounts or other reasonable documentary proof relating to the said expenses.

5. CONFIDENTIALITY

- [a] The employee shall keep secret and confidential all documents, information and data coming into her possession in the course of providing service pursuant to this Agreement. The employee shall ensure that there shall be no disclosure whether directly or indirectly of any such documents, information or data to any other person by the employee without the prior written consent of the Diocese having been first obtained.
- [b] The employee agrees that on the completion of this Agreement to promptly hand over to the Diocese all drawings, notes, tables, correspondence and other written, printed, photographic or electronic matter in her possession, power or control which is owned by the Diocese and not to retain such matter or to reproduce the same subsequent to the completion of this Agreement.

6. ASSIGNMENT

In view of the personal nature of the service required by the employee, neither the Diocese nor the employee may assign the benefits of this Agreement save that for the purpose of administrative or other restructure. The Diocese may give the employee not less than one [1] month's notice of a change in the identity of the employer under the Agreement.

7. NATURE OF ENGAGEMENT

The employee acknowledges the engagement is as an employee and nothing in this agreement shall be deemed to constitute the employee to have authority to incur and shall not incur any obligation on behalf of the Diocese except upon the express written instruction of the Diocese.

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8. PROVISIONS OF LEAVE

The Diocese and the employee agree that the employee shall be entitled to periods of annual leave, sick leave, family leave, long service leave, professional development leave and public holidays as specified in the schedule.

9. LAWS

This Agreement shall be governed and construed according to the laws of Queensland and any action thereon shall be subject to the jurisdiction of the said State and the Courts thereof and Courts having appeals therefrom.

10. ENFORCEABILITY OF AGREEMENT

In the event of the invalidity of any part or provision of this Agreement such invalidity shall not affect the enforceability of any other part or provision of this Agreement.

11. CHANGES TO THE AGREEMENT

This Agreement constitutes the sole and entire agreement between the parties relating any way to the subject matter of this Agreement. No oral or written warranties, representations, guarantees or other terms or conditions of any nature not contained in this Agreement shall be of any force and no variation may be made to this Agreement or shall be binding on the parties unless that variation is first agreed to, reduced into writing and signed by the parties.

SIGNED by the employee

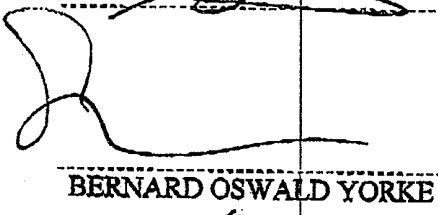


GILBERT ARTHUR CASE

In the presence of



SIGNED for and on behalf of the Diocese
the said The Corporation of the Synod of
the Diocese of Brisbane



BERNARD OSWALD YORKE

In the presence of



