

**EMPLOYMENT AGREEMENT**

**BETWEEN**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(church name)**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(employee name)**

**MADE AS OF**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(date)**

**PLEASE NOTE: This is a sample agreement only. If a church wants to ensure that their edited version remains a legal document, the church retains the ultimate responsibility of vetting the final agreement through their lawyer.**

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# EMPLOYMENT AGREEMENT

THIS AGREEMENT, made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date);

BETWEEN:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (church name),

of the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city or town)

 in the Province of British Columbia.

(hereinafter referred to as “Church”

 OF THE FIRST PART,

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name),

of the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city or town)

in the Province of British Columbia.

(hereinafter referred to as the “Employee”)

OF THE SECOND PART.

THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained the parties hereto agree as follows:

#

# ARTICLE ONE - EMPLOYMENT

## 1.01 Employment

Subject to the terms and conditions within this contract, and based on the representations made by the Employee in his resume, Ministry Profile, and interviews prior to the Offer of Employment, the Employee shall be employed by the Church as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ (job title), and shall perform the duties and exercise the powers related to this role, as set forth in the by-laws and policies (copies of which the Employee acknowledges receiving) of the Church and as prescribed or specified from time to time by the Board of the Church or a person designated thereby, subject always to the control and direction of the Board.

## 1.02 Term of Employment

The employment of the Employee shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and shall be for an indeterminate period, subject to the resignation of Employee or earlier termination by the Church pursuant to Articles 4.01 and 4.02.

## 1.03 Policies

The Employee acknowledges that he has received, read and fully understood the policies and published directives of the Board, as they apply to the role of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ (job title), and all employees, including the Statement of Faith, Code of Conduct, Staff Grievance Policy, and Human Resource Policy and agrees to fully comply with and support such policies and directives during the term of his employment. It is expressly agreed that disagreement with the Statement of Faith or non-compliance with the Code of Conduct, or any other policies of the Board or the Church may, at the discretion of the Board, acting reasonably, constitute cause for termination pursuant to Article 4.01.

## Place of Employment

The Employee shall perform his work for the Church from time to time in \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ (city or town), B.C., and the Employee shall reside within a reasonable daily commuting distance of such place of employment, with acknowledgement that the Employee may also perform his work and services in such other places within Canada as the Church may require from time to time.

#

# ARTICLE TWO - REMUNERATION

## 2.01 Salary

As of the date of this Agreement, the Church shall pay the Employee a gross annual salary of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ payable monthly in arrears. Required withholdings and deductions will be made. Adjustments to the salary may be made by the Board of the Church.

## 2.02 Benefits

The Employee will be entitled to participate in all of the Church’s benefit plans generally available to its employees, which currently are described in the Offer of Employment. The Employee acknowledges receiving a written summary of the terms of such benefit plans and acknowledges and agrees that the benefit plans available to employees of the Church may change from time to time without invalidating or in any way affecting the other terms and conditions of this Agreement. The summary is provided only for convenience, and the actual terms of all insured benefits are set out in the applicable insurance contracts. The Employee may begin making contributions to the Group RRSP or a retirement savings plan of their choosing – matched by the Church up to \_\_\_\_\_\_\_\_\_% of base salary, effective his first date of employment.

## 2.03 Vacation

The Employee shall be entitled to \_\_\_\_\_\_\_\_ weeks of vacation per annum (with a maximum of 3 weeks to be taken consecutively, unless approved by the Church). Such vacation shall be taken when acceptable to the Church having regard to and so as to not materially affect its operations or carrying out the responsibilities of the Employee. The Employee shall be entitled to increased vacation on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (i.e.: one week after five years of service, or one day per year of service), to a maximum of \_\_\_\_\_\_\_\_\_ weeks of vacation annually.

**2.04 Missions Commitment** *(Optional Clause, should the Church desire it)*

During the term of this Agreement the Employee shall be entitled to \_\_\_\_\_\_ weeks per annum to fulfil mission/ministry commitments. Any new mission commitments will at that time be negotiated with the Church Board and will align with the mission and vision of the Church. While this clause is being exercised by the Employee, the Sabbatical Policy of the Church, stated in Section 2.05, is not available to this Employee.

## 2.05 Sabbaticals *(Optional Clause, should the Church desire it)*

The Employee shall be entitled to three months of paid Sabbatical following any consecutive seven years of employment without a Leave of Absence, previous Sabbatical, or exercise of a Mission Commitment (as stated in Section 2.04). The exact timing of the Sabbatical shall be determined in conjunction with the Board of the Church, and requires that a written proposal for Sabbatical be presented to and approved by the Board at least six months prior to the Sabbatical. The written proposal must include the purpose of the Sabbatical, an outline of how the time will be used, a statement of benefit to the Church, clarification of how ministry coverage will be accomplished, and plan for funding of any development costs incurred. Sabbaticals do not include regular vacation time of the Employee. Sabbaticals may not be taken consecutively along with more than two (2) weeks of regular vacation time.

## 2.06 Expenses

The Employee shall be reimbursed for all authorized travelling and other out-of-pocket expenses actually and properly incurred by him, as long as they remain within annual budget and/or policy constraints, or have prior approval of the Board. For all such expenses the Employee shall furnish to the Church statements and vouchers as and when required by the Church. In addition, the Church will budget an amount of money for use by the Employee for his professional development purposes. The Employee will be entitled to a paid leave of up to 10 days per annum for professional development education.

## 2.07 Professional Public Speaking

The Employee may undertake up to but not exceeding \_\_\_\_\_\_ days speaking engagements annually for non-Church events, in addition to any public speaking engagements undertaken by the Employee for the Church. Exceptions are to be negotiated in advance with the Board. The Employee agrees that such public speaking engagements will not conflict with the performance of his duties with the Church or with values of the Church.

All fees or honorarium paid for speaking, teaching, or otherwise while operating on behalf of the Church are revenue of the Church, and may not be retained by the Employee. The Employee may retain the remuneration, fee or honorarium paid for weddings and funerals, and speaking engagements in non-Church ministries, as referred to in the previous paragraph.

For example, should an Employee speak at a camp, while not using their vacation time, then the honorarium for speaking is the revenue of the Church. In such a case, all expenses not repaid by the camp would be paid by the Church. In effect, speaking at the camp will be considered an extension of Church ministry. If in doubt, the Employee should obtain clarification from the Chair of the Board prior to the event, as to disposition of the honorarium, expenses, and use of time.

# ARTICLE THREE - EMPLOYEE’S COVENANTS

## 3.01 Service

Subject to Articles 2.03, 2.04, and 2.05, the Employee shall devote the whole of his working time, attention and ability to the business of the Church or to the business of any other person as authorized by the Church and shall well and faithfully serve the Church and shall use his best efforts to promote the interests of the Church. The Employee shall not engage in any activities which would place him in a conflict of interest with the Church.

## 3.02 Duties and Responsibilities

The Employee shall duly and diligently perform all the duties assigned to him while in the employ of the Church, and shall truly and faithfully account for and deliver to the Church all money, securities and things of value belonging to the Church, which the Employee may receive for, from or on account of the Church.

## 3.03 Rules and Regulations

The Employee shall be bound by and shall faithfully observe and abide by all the rules and regulations of the Church which are brought to his notice or of which he should reasonably be aware.

## 3.04 Non-Disclosure

The Employee shall not (either during the continuance of the employment or at any time thereafter) disclose any information relating to the confidential affairs of the Church or relating to any sensitive information of the Church to any person other than for Church purposes and shall not (either during the continuance of the employment or at any time thereafter) use for his own purposes or for any purposes other than those of the Church any such information he may acquire in relation to the business of the Church.

## Inventions and Patents

In the event the Employee contributes to any patentable invention arising out of or in the course of his employment, any such patentable invention shall be the exclusive property of the Church and the Church shall have the exclusive right to file patent applications in the name of the Church in connection therewith and the Employee shall co-operate with the Church and provide all necessary assistance in the filing and prosecution of such patent applications.

## 3.06 Copyrights

All copyrights and similar rights in all works created by the Employee in the course of employment hereunder shall be the exclusive property of the Church from the inception of the creation thereof, subject only to the clarifying details listed below in section 3.06. The employee waives all moral rights (as defined in the *Copyright Act* of Canada) in all such works.

1. Subject to Article 3.05, the Employee is permitted (during and after the period of this contract and any subsequent renewals) to use his own original ideas for non-competitive purposes.
2. Notwithstanding other sections of Article 3.06, the Employee is entitled to retain for his own benefit the following:
3. any copyrights or similar rights in works created prior to employment;
4. any material created by the Employee and unrelated to the business of the Church;
5. any copyrights of similar rights in works created by the Employee, but not on behalf of the Church or during commonly accepted work related time.
6. In circumstances where works have been created by the Employee in the course of employment and for the use of the Church, but also using non-work related time (as per sub-section (iii) above) of the Employee in its creation, an acceptable agreement on ownership, royalties, and use of the work should be negotiated between the Church Board and Employee. This should be recorded in writing and signed by the Board Chair and Employee. For example, this clause may address such works as Training Manuals, Surveys, or published Sermons.

# ARTICLE FOUR - TERMINATION OF EMPLOYMENT

## 4.01 Termination by The Church for Cause

The Church may terminate this Agreement at any time for cause without notice or payment of any compensation other than wages earned by the Employee to the date of termination and any outstanding vacation pay.

## Termination by The Church or Employee on Notice

Notwithstanding anything else in this Agreement, the Church may terminate this Agreement at any time, without cause upon the giving of written notice (“Notice Period”) to the Employee in the amount of 3 months plus one month for every completed year of employment hereunder. Notwithstanding the foregoing, the Notice Period shall not exceed 12 months.

1. During any Notice Period (if working notice is given), the Employee will have reasonable time off with pay to seek employment while ensuring the normal responsibilities of the Employee are fulfilled.
2. Notwithstanding the foregoing, the Church may terminate this Agreement immediately by continuing to pay the Employee’s salary during the Notice Period until the Employee obtains new employment, plus benefits at the same rate as was in effect prior to the termination of this agreement. The principle of mitigation applies to all payments made to the Employee under the Article 4.02, except to amounts paid pursuant to the Employment Standards Act.
3. As an incentive to the Employee to minimize the employment search time, if the Employee obtains new employment during the Notice Period, the Church will pay the Employee 50% of the salary that would have been paid between the date the Employee begins new employment and the end of the Notice Period.
4. The Employee has the option to direct the Church to pay any termination amounts into an RRSP, if legally permissible.

The Employee may terminate this Agreement at any time upon giving notice of at least 3 months. The Church, in its sole discretion, may waive all or part of such notice period subject to the requirements of the Employment Standards Act.

## 4.03 Fair and Reasonable

The parties confirm that the notice and pay in lieu of notice provisions contained in Section 4.02 are fair and reasonable and the parties agree that upon any termination of this Agreement by the Church in compliance with Sections 1.03, 4.01 and 4.02 or upon any termination of this Agreement by the Employee, the Employee shall have no action, cause of action, claim or demand against the Church or any other person as a consequence of such termination.

## 4.04 Return of Property

Upon any termination of this Agreement the Employee shall at once deliver or cause to be delivered to the Church all books, documents, effects, money, securities, or other property belonging to the Church or for which the Church is liable to others, which are in the possession, charge, control or custody of the Employee. The Church, at their sole discretion, may choose to allow the Employee to retain possession of some of the property listed in this section.

## 4.05 Provisions which Operate Following Termination

Notwithstanding any termination of this Agreement for any reason whatsoever and with or without cause, the provisions of Sections 3.04, 3.05, 3.06 and 4.04 of this Agreement and any other provisions of this Agreement necessary to give efficacy thereto shall continue in full force and effect following such termination.

# ARTICLE FIVE - REVIEW OF AGREEMENT

## 5.01 Annual Review of Agreement

The Church and Employee will review the terms of this agreement on an annual basis, prior to the fiscal year end of the Church. In accordance with previously mentioned articles within this agreement, appropriate adjustments will be made and recorded in writing:

1. Adjustments to the salary, benefits, or vacation will be discussed, agreed upon, and recorded. The recording of adjustments may be made through motions of the Board of the Church.
2. Anticipated or requested Sabbaticals or Missions Commitments will be reviewed and agreed upon, or moved to a Board Agenda for discussion and decision.
3. Where necessary, determinations will be made regarding copyright or ownership of inventions.

## 5.02 General Review of Agreement

Every fifth year or sooner, the broad terms of this Agreement should be reviewed and appropriate adjustments made.

# ARTICLE SIX - GENERAL

## 6.01 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the Agreement.

## 6.02 Number and Gender

In this Agreement words importing the masculine gender shall include the feminine and *vice versa,* and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and *vice versa*.

## 6.03 Dispute Resolution

The parties to this Agreement are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private (see Matthew 18:15-20; 1 Corinthians 6:1-8).

Therefore, the parties agree that any claim or dispute arising from or related to this Agreement shall be settled by biblically-based mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation, a division of Peacemakers® Ministry, or such other Christian mediation service or mediator as may be agreed by the parties.

In consideration that recourse to legal courts has been given up by both parties, both parties agree that in the event that the dispute is resolved by arbitration instead of mediation, the arbitrator shall render a decision in writing and that due consideration will be given by the Arbitrator to the evidence provided. The parties understand and agree that use of this Article 6.03 shall be in the sole remedy for any controversy or claim between the parties and arising out of or related to this Agreement and expressly waive their right to file any legal action in any civil court against one another for such disputes, except to enforce an arbitration decision. This Article 6.03 shall constitute a submission to arbitration pursuant to the *British Columbia Arbitration Act*, 1991, or successor legislation, except that the Rules set out in this Article 6.03 shall apply.

## 6.04 Benefit of Agreement

This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of the Employee and the successors and permitted assigns of the Church respectively.

## 6.05 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understanding and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement**.**

##

## 6.06 Amendments and Waivers

No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

## 6.07 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

## 6.08 Notices

Any demand, notice or other communication (hereinafter in this Section 6.08 referred to as “Communication”) to be given in connection with this Agreement shall be given in writing and may be given by personal delivery or by registered mail addressed to the recipient.

## 6.09 Further Assurances

Each party must from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

## 6.10 Attornment

For the purpose of all legal proceedings this Agreement shall be deemed to have been performed in the Province of British Columbia and the courts of the Province of British Columbia and, subject to Article 6.03 herein, any action brought in relation to this Agreement shall be brought in the courts of the Province of British Columbia.

## 6.11 Governing Law

## This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Where other Provinces, Territories, or legal jurisdictions may choose to use this agreement, all references to British Columbia, British Columbia Employment Standards Act, or British Columbia Courts of Law should be interpreted with reference to the corresponding document within the appropriate Province or Territory, where the Employee is located.

##

## 6.12 Copy of Agreement

The Employee hereby acknowledges receipt of a copy of this Agreement duly signed by the Church**.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have executed this Agreement, written upon this and the 13 preceding pages, on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_.

\_

SIGNED, SEALED AND DELIVERED

in the presence of:

Employee Signature Authorized Signature of the Church

Employee Name Printed Authorized Signature Printed

 Authorized Signatory Title

Witness Signature Witness 2 Signature

Witness Name Printed Witness 2 Name Printed