



Employment Agreement

Rostered Pastor

THIS AGREEMENT MADE BETWEEN:

(Name of the Congregation)
(herein called "Congregation")

OF THE FIRST PART,
-and-

(Name of the Rostered Pastor)
(herein called "Pastor")

OF THE SECOND PART,

WHEREAS the Congregation is a member congregation of the Evangelical Lutheran Church in Canada ("ELCIC") and is a member of the _____ ("Synod");

AND WHEREAS the Congregation requires a Pastor on the Roster or eligible to be received on the Roster of the Synod to advance and nourish the faith of the Congregation, to administer the Sacraments and proclaim the Word of God;

AND WHEREAS the Pastor is ordained and on the Roster of the Synod and the Pastor is eligible to be called by the Congregation ("Call");

AND WHEREAS the employment of the Pastor is conditional upon the Congregation's Call of the Pastor being certified by the Bishop of the Synod;

IN CONSIDERATION of the above and in further consideration of the mutual promises and covenants set forth, this Employment agreement ("Agreement") witnesses that the parties agree as follows:

PREREQUISITES TO EMPLOYMENT

1. This employment contract and the employment of the Pastor are conditional upon:
 - a. the Congregation's Call being certified by the Bishop of the Synod prior to the commencement of the Pastor's employment by the Congregation;
 - b. the Pastor being eligible for and remaining on the Roster of the Synod;
 - c. the Pastor shall provide to the Congregation a current and satisfactory to the Congregation criminal record check (in Ontario a Criminal record and judicial matters check); and because this Call will require interacting with vulnerable persons meaning a person who, because of their age, a disability or other circumstances, whether temporary or permanent, (a) is in a position of dependency on others, or (b) is otherwise at a greater risk than the general population of being harmed by a person in a position of trust or authority towards them, the Pastor must also provide to the Congregation:
 - i. a Child Abuse Registry Check (if available in the province(s) in which the Pastor has resided in the past three (3) years); and
 - ii. a Vulnerable Sector or Child Intervention Check;
 - d. the Pastor, after being provided the ELCIC Sexual Abuse or Harassment Policy ("Policy"), agreeing to review and abide by the Policy, and signing the Acknowledgement Form that is part of the Policy and returning such to the Synod office.

ONGOING OBLIGATIONS OF THE PASTOR & THE CONGREGATION

2. a. During and continuing throughout the employment, the Pastor accepts that the following ongoing obligations are required to maintain the employment:
 - i. the Pastor must remain in good standing on the Roster of the Synod;
 - ii. the Pastor must conduct the Pastor's affairs in accordance with the Constitution and Bylaws of the ELCIC and the Synod;
 - iii. the Pastor must immediately notify the Congregation if the Pastor is removed from the Roster of the Synod or if the privileges of the Pastor on the Roster of the Synod are suspended or terminated;
 - iv. the Congregation shall be entitled to require the Pastor to provide current Checks satisfactory to the Congregation (including fingerprint-based Checks) once every three years at the Congregation's expense, and the Pastor shall comply with such requirement;
 - v. the Pastor must provide the employer with certification of participation in 'Healthy Boundaries' training every five years; and
 - vi. the Pastor agrees that the onus is on the Pastor to advise the Congregation immediately if there is any charge or conviction under the Criminal Code of Canada.
- b. Throughout the employment the Congregation accepts the following ongoing obligations to the Pastor:
 - i. to ensure that the compensation benefits agreed to, including vacation and paid holidays are provided to the Pastor;
 - ii. to provide the Pastor a place to work to make sure the Pastor has access to the workplace;
 - iii. to provide the Pastor the tools and equipment needed to perform the Pastor's functions;
 - iv. to make sure the Pastor's working conditions are safe; and
 - v. to treat the Pastor with respect and make sure the Pastor is not harassed or discriminated against.

REMUNERATION AND BENEFITS

3. a. The Congregation shall compensate the Pastor with a salary which includes, if applicable, housing allowance hereinafter "Salary" and benefits which include:
- i. an initial Salary (determined after consideration of the synodical salary guidelines) of \$ _____ per annum paid in instalments. The Pastor agrees and recognizes that this Salary shall be inclusive of all aspects of the work performed to benefit of the Congregation. The Salary shall be reviewed annually;
 - ii. membership, when eligible, in the ELCIC Pension Plan sponsored by ELCIC Group Services Inc. "GSI" as it may be introduced and modified from time to time thereafter, at the sole discretion of GSI;
 - iii. membership, when eligible, ELCIC Group Benefits Plans administered by GSI as it may be introduced and modified from time to time thereafter, at the sole discretion of GSI;
 - iv. participation in ELCIC Programs including the Continuing Education Plan;
 - v. vacation in accordance with the approved policies;
 - vi. professional expenses paid by the Congregation in accordance with the approved policies;
 - vii. moving expenses, when applicable, including travel paid by the Congregation; specific details are as follows:
 - viii. reasonable expense reimbursement, not otherwise provided for, incurred in attending conventions and other official meetings at which the Pastor's attendance is required. The expenses shall be reimbursed upon presentation of an itemized expense report together with the appropriate supporting receipts, within a maximum period of 60 days following the date on which the expense has been incurred, prepared in accordance with the applicable policies and procedures of the Congregation.
- b. The Pastor acknowledges and agrees that the ELCIC Pension Plan, ELCIC Group Benefit Plans, and any ELCIC Programs can be changed from time to time and any such change shall not constitute a fundamental change to the terms of the employment when the Pastor is provided with thirty (30) days' advance notice of the change.
- c. If the Congregation is providing the Pastor with a residence for the personal use of the Pastor and members of the Pastor's immediate family during the term of the Pastor's employment, the terms shall be as set out in a Residence Agreement and shall be attached to this agreement as Schedule "A".
- d. The remuneration provided under this Agreement shall be subject to such deductions as the Congregation is from time to time required to make pursuant to law, government regulation, for benefits or by consent of the Pastor.

SCOPE OF POSITION & COOPERATION WITH SYNOD

4. a. Neither the ELCIC nor the Synod is the Pastor's employer, but the nature of this ministry and the Pastor's employment requires that the Pastor work and cooperate with the Synod and the Bishop of the Synod for the greater good of the ELCIC, the Synod, and Congregation.
- b. The Pastor shall at all times faithfully, diligently, and to the best of the Pastor's skill, ability, experience and talents, perform the Pastor's duties.
- c. During the term of this Agreement the Pastor shall not participate in any other business, occupation, or become an employee or agent of any corporation, firm or individual, except with the consent, which shall not be unreasonably withheld, of the Congregation and after the Pastor has consulted with the Bishop of the Synod.
- d. The Pastor shall not participate in any activity, be it professional or personal, that is in conflict with the Pastor's duties to the Congregation.

CONFIDENTIALITY

5. The Pastor acknowledges and agrees that the Pastor has a duty of confidentiality to the Congregation and that the duty includes maintaining the confidentiality of confidential information. "Confidential Information" is defined to include but it is not limited to: information with respect to the financial, business and human resources management of the Congregation. Accordingly, the Pastor undertakes and agrees not to disclose Confidential Information to any person not authorized to receive the Confidential Information without the express written permission of the Congregation, and that the Pastor shall use the Pastor's best efforts to maintain the secrecy of all of the Confidential Information.

The Pastor agrees that this duty of confidentiality survives the termination of this Agreement and the Pastor's employment.

TERM

6. The employment of the Pastor by the Congregation shall commence on the ____ day of _____, 20 ____ and shall continue until terminated in accordance with this Agreement.

NOTICE OF TERMINATION NOT FOR CAUSE

7. a. Notwithstanding any termination of employment provisions set out in the Constitution and Bylaws of the Congregation, the Synod, or the ELCIC, in the event of a not for cause termination, the respective rights of the Congregation and the Pastor shall be those set out in this article seven.
- b. The employment of the Pastor may be terminated by the Congregation at any time without cause upon the Congregation providing to the Pastor written notice or pay in lieu of notice (the "Notice Period") as follows:
- i. prior to the third anniversary of the date of commencement of employment, the Notice Period shall be three (3) months' notice;
 - ii. on or after the third anniversary of the date of commencement of employment, the Notice Period shall be four (4) months plus one (1) month for every additional year of completed employment up to a total maximum Notice Period of twelve (12) months (for purposes of illustration, if the Pastor has 6.5 years of completed employment, the Notice Period under this paragraph shall be seven (7) months);
 - iii. the Notice Period may, at the discretion of the Congregation, be provided by way of working notice or payment of the equivalent Salary in lieu of notice or a combination thereof;
 - iv. where the Notice Period is in whole or in part provided by way of pay in lieu of notice, the Congregation may, in its sole discretion, provide such pay in lieu of notice in a lump sum or through continuation of payment of the Pastor's Salary through payroll;
 - v. to the extent permitted by applicable employment standards legislation, any notice or pay in lieu of notice provided by the Congregation to the Pastor shall be deemed to count towards any notice or pay in lieu of notice required by such employment standards legislation. Further, any pay in lieu of notice provided by the Congregation in excess of the pay in lieu of notice required by such employment standards legislation shall, to the extent permitted by such employment standards legislation, be deemed to count towards any severance pay owing to the Pastor under applicable employment standards legislation;
 - vi. if and to the extent required by the applicable employment standards legislation, the Congregation shall continue to make whatever benefit plan contributions are required to maintain the Pastor's benefit plans for the statutory notice period in the applicable employment standards legislation; and
 - vii. the Congregation shall also provide any other minimum rights, benefits and entitlements (if any) required by the applicable employment standards legislation to the extent that such rights, benefits and entitlements have not already been provided.
- c. The Pastor can terminate the employment upon reasonable notice. The parties to this Agreement have determined that in this case reasonable notice is thirty (30) days (the "Reasonable Notice"). The Reasonable Notice however may be waived in whole or in part by the Congregation with payment to the Pastor of the remaining Reasonable Notice.

TERMINATION OTHER

8. Other than in the event of a not for cause termination, the employment of the Pastor may be terminated for any of the reasons listed and processes provided for in the Constitution and Bylaws of the Congregation, the Synod and the ELCIC.

DISCIPLINE

9. The grounds for discipline and the disciplinary procedures set out in the Constitution and Bylaws of the ELCIC and the Manual Re Discipline for Rostered Ministers shall apply to the Pastor, including but not limited to disciplinary penalties such as suspension from employment and/or removal from the Roster as well as any right of appeal available to the Pastor with respect to such.

ENTIRE AGREEMENT

10. This Agreement contains the entire agreement between the parties hereto as it relates to the matters set out herein and this Agreement supersedes all previous negotiations, understandings and agreements whether verbal or written with respect to any matters herein referred to. To be effective, any changes or modifications to this Agreement shall be made in writing and signed by both parties.

SEVERABILITY

11. The parties agree that in the event that any provision, clause, article, attachment herein, or part thereof, which forms part of this Agreement, is deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, articles, attachments or parts thereof, shall be and remain in full force and effect.

GOVERNING LAW

12. This Agreement shall be construed in accordance with the laws of the Province [territory] of _____ and the laws of Canada as applicable. Should any dispute or litigation arise with respect to this Agreement, the parties agree that the Courts of the Province of Quebec, judicial district of Montreal, shall have exclusive jurisdiction.

NOTICES

13. Where by this Agreement any notice is to be or may be given by one party to the other, such notice may be personally delivered or may be given by registered mail and shall be deemed to have been effectively given if sent by registered mail, postage prepaid, correctly addressed to the party to whom such notice is to be given, and any such notice when so mailed shall be deemed to have been received four (4) days after it was mailed.

RETURN OF MATERIALS

14. All files, forms, books, materials, written correspondence, memoranda, documents, manuals, computer disks and software products in any form or media whatsoever pertaining to the affairs and interests of the Congregation that may come into the possession or control of the Pastor shall at all times remain the property of the Congregation. On termination of the Pastor's employment for any reason, the Pastor agrees to deliver promptly to the Congregation all such property of the Congregation in the possession of the Pastor or directly or indirectly under the control of the Pastor. The Pastor agrees not to make for personal or business use, reproductions or copies of any such property or other property of the Congregation.

Notwithstanding anything in this Agreement or at common law the parties agree that the Pastor as original author of any sermon or other work used to minister to the Congregation shall remain the owner of the copyright and intellectual property with respect to such.

PRIVACY

15. The Congregation collects personal information about the Pastor:
 - a. the Pastor's personal information is collected, used and disclosed for the following purposes: payroll; employee benefits; statutory deductions and remittances such as income tax; general employment purposes such as calculating length of service and for information relating to the initiation, management and termination of the employment relationship;

- b. the Congregation only discloses personal information with third parties as required and for the purposes noted above or as required or permitted by applicable law. For example, the Congregation must disclose certain personal information with the Income Tax authorities, and, with third party providers of employee benefits;
- c. the Pastor is entitled to review and correct personal information the Congregation has collected about the Pastor by communicating with the Chair of the Congregational Council; and
- d. by signing this Agreement, the Pastor consents to the Congregation collecting, using and disclosing the Pastor's personal information as detailed above.

AGREEMENT SIGNED IN COUNTERPARTS

16. This Agreement may be executed and delivered (by original, facsimile or electronic transmission) in multiple counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

TIMING FOR ACCEPTANCE OF THE AGREEMENT

For this Agreement to be binding both parties are required to sign the Agreement on or before the ____ day of the month of _____, 20 ____.

LEGAL ADVICE

18. The Pastor acknowledges that the Pastor has obtained, or has had an opportunity to seek, independent legal advice in connection with the negotiation and execution of this Agreement, and further acknowledges that the Pastor has read, understands, and agrees to be bound by all of the terms and conditions contained herein.

SPECIFIC LANGUAGE

19. The parties acknowledge that the present Agreement has been drafted in English at their request. *Les parties reconnaissent qu'elles ont demandé à ce que cette entente soit rédigée en Anglais.*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Chair of Congregational Council

Vice Chair of Congregational Council
or other designate

(print name)

(print name)

(signature)

(signature)

(date)

(date)

Pastor:

Witness:

(print name)

(print name)

(signature)

(signature)

(date)

(date)