

SHARED SERVICES & SECONDMENT AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20__.

BETWEEN:

Name of Organization
(herein called the "Organization A")

OF THE FIRST PART,

- and –

Name of Organization B
(herein called the "Organization B")

OF THE SECOND PART,

- and –

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

OF THE THIRD PART,

WHEREAS Organization A and Organization B (collectively the "Organizations") requires a minister on the Roster of the Synod to advance and nourish the faith of the Organization;

AND WHEREAS the Minister is a minister on the Roster of the Synod and the Minister is eligible to be called as a minister by the Organizations;

AND WHEREAS the Minister is an employee of Organization A and is employed under an employment agreement with Organization A;

AND WHEREAS the Organizations and the Minister all agree that it is a beneficial for all parties to have the Minister serve the Organizations and the Minister agrees to serve the Organizations;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises hereof and of the mutual covenants and agreements hereinafter contained, the Organizations and the Minister agree as follows:

ARTICLE I - THE SECONDMENT

1.01. The Minister agrees to be seconded to Organization B and while at the same time continuing to serve Organization A (“Secondment”). During the Secondment the Minister shall remain an employee of Organization A and the Employment Agreement between Organization A and the Minister (“Employment Agreement”) shall continue to apply to the Minister with the following modifications to recognize that the Minister is serving both Organizations:

- a) the Salary (as defined in the Employment Agreement) during the term of this Secondment shall be \$_____ per annum paid in instalments and subject to review annually;
- b) benefits and pension shall be adjusted, if necessary, in accordance with the plans/policies to reflect any difference in salary and/or hours of work;
- c) the Minister is agreeing in this Agreement to serve as minister to both Organizations and the Employment Agreement, as amended for this Secondment, shall be read to apply to both Organizations who share the costs of the Minister’s employment;
- d) the obligations of Minister in the Employment Agreement shall continue and shall apply to both Organizations. Those obligations include, but are not limited to the obligations set out at paragraphs, 2, 4 and 5 of the Employment Agreement no matter whether Minister is serving Organization A or B;
- e) any other changes to the terms of the Employment Agreement noted here:

ARTICLE II - SCHEDULE, DUTIES AND REPORTING

2.01. During this Agreement the Minister shall minister to both Organizations. It is anticipated that the Minister will spend ____ percent of Minister’s time at Organization A (approximately _____ hours per week) and ____ percent of Minister’s time at Organization B (approximately _____ hours per week).

2.02. The schedule on which Minister will serve the Organizations has already been agreed to by the Organizations and Minister. That schedule is attached to this Agreement as exhibit “A”. That schedule can be revised or temporarily changed only with the unanimous agreement of the Organizations and Minister.

2.03. While ministering to Organization A the Minister shall report and consult with the Organizational Council of Organization A. While ministering to Organization B Minister shall report and consult with the Organizational Council of Organization B.

ARTICLE III - DURATION OF THE SECONDMENT

3.01. The Secondment shall be for an indefinite term commencing on the date set out on the first page of this Agreement and continuing until terminated in accordance with Article 4 hereof.

ARTICLE IV - TERMINATION OF THE SECONDMENT

4.01. This Agreement can be terminated by either Organization A or B at any time upon written notice to the other Organization of one hundred and eighty (180) days; or a shorter notice if the Organizations agree upon such.

4.02. Upon termination of this Agreement by either Organization A or B the Minister shall return to employment with Organization A on the terms and conditions in the Employment Agreement that was in effect immediately prior to this Agreement.

4.03. If Organization A cannot employ the Minister on such terms set out in 4.02 (and Minister and Organization A cannot reach a new employment agreement in writing) the employment of the Minister shall terminate and the Minister shall be entitled to the benefit of the not for cause termination provisions in the Employment Agreement.

4.04. Notwithstanding the foregoing nothing in this Agreement shall prohibit the Organizations from ending the Secondment and terminating the Minister by providing notice and/or pay in lieu of notice and any other rights, benefits and entitlements (if any) to the Minister in advance of the actual termination this Agreement in order to satisfy in whole or in part the obligations in the Employment Agreement due to the Minister.

4.05. Since the Secondment is of an indefinite duration the termination of the Secondment by the Minister shall be the termination of employment with both Organization A and Organization B which the Minister can do at any time by providing the resignation notice set out in the Employment Agreement to the Organizations.

ARTICLE V - SHARING COSTS

5.01. During the Secondment Organization A shall incur all of the costs of employing the Minister. Costs shall include, but not be limited to: salary, benefits and pension if eligible, vacation and holiday pay and any termination pay ("Shared Costs").

5.02. Organization A shall invoice Organization B each month for _____ percent of the Shared Costs incurred by Organization A and this invoice shall due and payable immediately upon receipt by Organization B.

5.03. Where the Minister incurs expenses in course of serving Organization A, those expenses and reimbursement shall be subject to the policies and practices of Organization A. Where the Minister incurs expenses in course of serving Organization B, those expenses and reimbursement shall be subject to the policies and practices of Organization B.

ARTICLE VI - CONFIDENTIALITY

6.01. Confidential information shall have the same meaning as set out in the Employment Agreement. The Minister shall have access to Confidential Information of Organization A and Organization B and the Minister agrees not to share or disclose the Confidential Information of one Organization with the other Organization or any other person or entity not entitled to such confidential information.

ARTICLE VII - DISPUTE RESOLUTION

7.01. Any dispute or disagreement between the Organizations or between the Minister and Organization A and/or Organization B which concerns an interpretation, application or alleged violation of any provision of this Agreement shall be resolved exclusively as provided for in this Article. The dispute resolution process in this Article is intended to exclude courts of law.

7.02. The parties agree that they will work diligently to resolve disputes that may arise under this Agreement. If a dispute cannot be resolved at the operational level, between the Organizations and/or the Minister, then either Organization and/or the Minister (if a party to the dispute) may escalate the issue to the Bishop of the Synod who will attempt to mediate a resolution of the dispute.

7.03. The Bishop will meet to address the dispute within fifteen (15) business days of receiving written notice from any party requesting mediation; or such later or earlier date as the Bishop and the parties may agree to in writing. The mediation will be undertaken without prejudice to any party and as such the parties all agree that in any subsequent judicial, administrative or private proceeding that no party shall attempt to introduce evidence of any communications made during the mediation process.

7.04. The Bishop shall have the authority to require the Organizations and/or the Minister to disclose documents and any information that the Bishop determines would be fair to share between the parties so that all parties to the mediation may be fully advised of the other's position and/ or which the Bishop determines could lead to a resolution of the dispute. The Bishop will meet as often as the Bishop determines to gather and analyze information relevant to the resolution of the dispute and to hear from the parties.

7.05. The mediation will end: by agreement between the parties; or if a settlement is reached by the parties; or if one party is of the view that the mediation ought to be terminated; or if the Bishop is of the view that the mediation ought to be terminated. If after exhausting the mediation process as set out herein there remains any unresolved dispute related to this Agreement the Organizations and /or the Minister agree that such shall be exclusively resolved by arbitration as set out in this Article.

7.06. The dispute shall be heard by a single arbitrator. The arbitration shall be in accordance with *The Arbitration Act* _____ (“Act”). If the parties cannot agree upon an arbitrator one will appointed in accordance with the Act. Each party shall bear its own costs and expenses and an equal share of the arbitrator’s fees and expenses. Except as may be required by law, neither the Organizations, nor the Minister, nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01. Shared Costs between the Organizations could continue or become due after the termination of this Agreement and as such the Organizations (and the Minister as case may be) agree that Article V (Sharing Costs) and Article VII (Dispute Resolution) survive the termination of this Agreement and shall continue in full force and effect according to their terms.

8.02. If any covenant or provision in this Agreement is determined to be void, voidable, unenforceable, invalid or illegal in whole or in part, such determination shall not affect or impair or be deemed to affect or impair the validity of any other covenant or provision, which covenants and provisions shall remain in full force and effect, and each of the covenants and provisions in this Agreement is declared to be separate, severable and distinct.

8.03. It is understood and agreed that either party hereto may waive any provision of this Agreement intended for such party's sole benefit, provided, however, that any such waiver by any party of any default by any other party, or the excusing of the performance of any condition by any other party, shall not constitute a continuing waiver of any other or subsequent default, but shall include only the particular breach or default so waived. The failure of a party to give notice to any other party or to take any other steps in respect of the breach or non-fulfillment of any provision of this Agreement shall not constitute a waiver thereof and no waiver by any party shall be binding upon such party unless such waiver is in writing.

8.04. This Agreement shall be construed in accordance with the laws of the Province [Territory] of _____ and the federal laws of Canada as applicable.

8.05. This Agreement constitutes the entire agreement between the parties with respect to the Shared Services between the Organizations and the Secondment of Minister and all prior or collateral agreements, arrangements, representations, statements, negotiations, undertakings and understandings are superseded hereby,

except as stated herein. All parties acknowledge that no representations, inducements, promises or agreements have been made by any party, or anyone acting on behalf of any party, that are not embodied herein and no agreement, statement or promise that is not contained in this Agreement is valid or binding upon the parties with respect to the subject matter of this Agreement nor shall such give rise to any estoppel.

8.06. No amendment to this Agreement shall be effective unless it is in writing and signed by each party hereto or a duly authorized representative of each party.

8.07. 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.

8.08. The parties all acknowledge and affirm that each has read, understands and agrees with all of the terms of this Agreement and acknowledges and affirms that each party has had ample opportunity to obtain independent legal advice with respect to this Agreement.

8.09. 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Chair of Organizational Council A

Vice Chair of Organizational Council A
or other designate

(print name)

(print name)

(signature)

(signature)

(date)

(date)

Chair of Organizational Council B

Vice Chair of Organizational Council B
or other designate

(print name)

(print name)

(signature)

(signature)

(date)

(date)

Minister:

Witness:

(print name)

(print name)

(signature)

(signature)

(date)

(date)