



# Employment Agreement

## *Diaconal Minister*

### THIS AGREEMENT MADE BETWEEN:

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

OF THE FIRST PART,  
-and-

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

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");

**WHEREAS** the Congregation requires a consecrated diaconal minister on the Roster or eligible to be received on the Roster of the Synod to advance and nourish the faith of the Congregation through a ministry of Word and Service;

**AND WHEREAS** the Diaconal Minister is a diaconal minister on the Roster of the Synod and the Diaconal Minister is eligible to be called as a diaconal minister by the Congregation ("Call");

**AND WHEREAS** the employment of the Diaconal Minister is conditional upon the Congregation's Call of the Diaconal Minister 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 Diaconal Minister is conditional upon:
  - a. the Congregation's Call being certified by the bishop of the Synod prior to the commencement of the Diaconal Minister's employment by the Congregation;
  - b. the Diaconal Minister being eligible for and remaining on the Roster of the Synod;
  - c. the Diaconal Minister providing to the Congregation a current (and satisfactory to the Congregation) Child Abuse Registry Check (if available in the province(s) in which the Diaconal Ministry has resided in the past three (3) years) and Criminal Records Check which includes a Vulnerable Sector or Child Intervention Check (the "Checks") prior to starting the employment. If any of the Checks reveal a record, the Diaconal Minister must provide the Congregation with a fingerprint-based Criminal Record Check (including the Vulnerable Sector Check); and
  - d. the Diaconal Minister, 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 DIACONAL MINISTER & THE CONGREGATION**

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

## REMUNERATION AND BENEFITS

3. a. If the employment of the Diaconal Minister is other than full-time specify the percentage of employment compared to full-time: \_\_\_\_\_ %.
- b. The Congregation shall compensate the Diaconal Minister 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 Salary shall be reviewed annually;
  - ii. membership, when eligible, in the ELCIC Pension Plan sponsored by ELCIC Group Services Inc.;
  - iii. membership, when eligible, ELCIC Group Benefits Plans administered by ELCIC Group Services Inc.;
  - 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 Diaconal Minister's attendance is required.
- c. The Diaconal Minister 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 Diaconal Minister is provided with thirty (30) days' advance notice of the change.
- d. If the Congregation is providing the Diaconal Minister with a residence for the personal use of the Diaconal Minister and members of the Diaconal Minister's immediate family during the term of the Diaconal Minister's employment, the terms shall be as set out in a Residence Agreement and shall be attached to this agreement as Schedule "A".
- e. 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 Diaconal Minister.

## SCOPE OF POSITION & COOPERATION WITH SYNOD

4. a. Neither the ELCIC nor the Synod is the Diaconal Minister's employer, but the nature of this ministry and the Diaconal Minister's employment requires that the Diaconal Minister 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 Diaconal Minister shall at all times faithfully, diligently, and to the best of the Diaconal Minister's skill, ability, experience and talents, perform the Diaconal Minister's duties.
- c. During the term of this Agreement the Diaconal Minister 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 Diaconal Minister has consulted with the Bishop of the Synod.
- d. The Diaconal Minister shall not participate in any activity, be it professional or personal, that is in conflict with the Diaconal Minister's duties to the Congregation.

## **CONFIDENTIALITY**

5. The Diaconal Minister acknowledges and agrees that the Diaconal Minister 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 Diaconal Minister 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 Diaconal Minister shall use the Diaconal Minister's best efforts to maintain the secrecy of all of the Confidential Information.

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

## **TERM**

6. The employment of the Diaconal Minister 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 and the ELCIC in the event of a not for cause termination, the respective right of the parties in connection therewith shall be those set out in this article seven, except where these provisions do not apply because of section 71 of the *Nova Scotia Labour Standards Code*.
- b. The employment of the Diaconal Minister may be terminated by the Congregation at any time without cause upon the Congregation providing to the Diaconal Minister 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 Diaconal Minister 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 Diaconal Minister'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 Diaconal Minister 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 Diaconal Minister 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 Diaconal Minister'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. Sections 7(a) and (b) of this Agreement shall apply to an Ordained Minister with ten years or more service when the employment terminates because of the closure of the Congregation and/or discontinuation of a function.
- d. The Diaconal Minister can terminate employment upon providing the Congregation with thirty (30) days' notice. Such notice however may be waived in whole or in part by agreement of the parties, or by the Congregation with payment to the Diaconal Minister of the remaining resignation notice.

## **TERMINATION OTHER**

- 8. Other than in the event of a not for cause termination, the employment of the Diaconal Minister 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 Diaconal Minister, including but not limited to disciplinary penalties such as suspension from diaconal ministry and/or removal from the Roster of Diaconal Ministers as well as any right of appeal available to the Diaconal Minister 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.

## **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 Diaconal Minister shall at all times remain the property of the Congregation. On termination of the Diaconal Minister's employment for any reason, the Diaconal Minister agrees to deliver promptly to the Congregation all such property of the Congregation in the possession of the Diaconal Minister or directly or indirectly under the control of the Diaconal Minister. The Diaconal Minister 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 Diaconal Minister 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 Diaconal Minister:

- a. the Diaconal Minister'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 Diaconal Minister is entitled to review and correct personal information the Congregation has collected about the Diaconal Minister by communicating with the Chair of the Congregational Council; and
- d. by signing this Agreement the Diaconal Minister consents to the Congregation collecting, using and disclosing the Diaconal Minister'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**

17. 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 Diaconal Minister acknowledges that the Diaconal Minister 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 Diaconal Minister has read, understands, and agrees to be bound by all of the terms and conditions contained herein.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year set out above in paragraph 6 herein.

Chair of Congregational Council

Vice Chair of Congregational Council  
or other designate

\_\_\_\_\_  
*(print name)*

\_\_\_\_\_  
*(print name)*

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(date)*

\_\_\_\_\_  
*(date)*

Diaconal Minister:

Witness:

\_\_\_\_\_  
*(print name)*

\_\_\_\_\_  
*(print name)*

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*(signature)*

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*(signature)*

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