



Employment Agreement

Non-Rostered Employees

THIS AGREEMENT MADE BETWEEN:

Name of the Organization
(herein called "Organization")

OF THE FIRST PART,
-and-

Name of the Non Rostered Employee
(herein called "Employee")

OF THE SECOND PART,

WHEREAS the Organization is a Synod or a member congregation or an affiliate of the Evangelical Lutheran Church in Canada ("ELCIC") and is part of the _____ Synod ("Synod");
Name Synod

AND WHEREAS the Organization wishes to employ the Employee as its _____ ;
Name Position

AND WHEREAS the Employee represents that they have the skill, knowledge and know-how necessary to undertake the duties associated with the employment;

AND WHEREAS the Employee wishes to be so employed on the terms and conditions hereinafter set forth;

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 Employee, where applicable are conditional upon:
 - a. the Employee providing to the Organization a current (and satisfactory to the Organization) a criminal record check (in Ontario a Criminal record and judicial matters check);
 - b. if the employment involves 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, then Child Abuse Registry Check (if available in the province(s) in which the Employee has resided in the past three (3) years) and a Vulnerable Sector or Child Intervention Check are required; and
 - c. the Employee, 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.

ONGOING OBLIGATIONS OF THE EMPLOYEE & THE ORGANIZATION

2. a. During and continuing throughout the employment, the Employee accepts that the following ongoing obligations are required to maintain the employment:
 - i. the Employee must conduct the Employee's affairs in accordance with the policies and directives of the Organization and as applicable the Constitution and Bylaws of the ELCIC and the Synod;
 - ii. if applicable to the nature of the employment the Organization shall be entitled to require the Employee to provide: an updated criminal record check (in Ontario a Criminal record and judicial matters check), Child Abuse Registry Check, Vulnerable Sector or Child Intervention Check ("the Checks") satisfactory to the Organization once every three years at the Organization's expense, and the Employee shall comply with such requirement;
 - iii. if applicable, as determined by the employer, to the nature of the employment the Employee must provide the employer with certification of participation in 'Healthy Boundaries' training every five years; and
 - iv. the Employee agrees that the onus is on the Employee to advise the Organization immediately if there is any charge or conviction under the Criminal Code of Canada.
- b. Throughout the employment the Organization accepts, as applicable to the circumstances of the employment, the following ongoing obligations to the Employee:
 - i. to ensure that the compensation benefits agreed to, including vacation and paid holidays are provided to the Employee;
 - ii. to provide the Employee a place to work and to make sure the Employee has access to the workplace;
 - iii. to provide the Employee the tools and equipment needed to perform the Employee's functions;
 - iv. to make sure the Employee's working conditions are safe; and
 - v. to treat the Employee with respect and make sure the Employee is not harassed or discriminated against.

REMUNERATION AND BENEFITS

3. a. The Employee's normal work week will consist of _____ hours.
- b. The Organization shall compensate the Employee with a salary or wages, and benefits which include:
- i. an initial salary of \$ _____ per annum paid in instalments, or an initial wage of \$ _____ per hour paid either:
 - bi-weekly
 - semi-monthly
 - quarterly.The salary or wage shall be reviewed annually;
 - ii. overtime, when approved in advance, paid in accordance with applicable employment standards legislation;
 - iii. membership, when eligible, in the ELCIC Pension Plan sponsored by ELCIC Group Services Inc.;
 - iv. membership, when eligible, ELCIC Group Benefits Plans administered by ELCIC Group Services Inc.;
 - v. participation, as appropriate in the Continuing Education Plan and other ELCIC Programs as determined by the employer;
 - vi. vacation in accordance with the approved policies;
 - vii. professional expenses paid by the Organization in accordance with the approved policies of the Organization;
 - viii. reasonable expense reimbursement, not otherwise provided for, incurred in attending conventions and other official meetings at which the Employee's attendance is required.
- c. The Employee 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 Employee is provided with thirty (30) days' advance notice of the change.
- d. The remuneration provided under this Agreement shall be subject to such deductions as the Organization is from time to time required to make pursuant to law, government regulation, for benefits or by consent of the Employee.

SCOPE OF POSITION & COOPERATION WITH SYNOD

4. a. Neither the ELCIC nor the Synod is the Employee's employer, but the nature of this employment requires that the Employee understands the relationship that the employer has with the Synod and the Bishop of the Synod for the greater good of the ELCIC, the Synod, and the Organization.
- b. The Employee shall at all times faithfully, diligently, and to the best of the Employee's skill, ability, experience and talents, perform the Employee's duties.

- c. During the term of this Agreement the Employee 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, by the Organization.
- d. The Employee shall not participate in any activity, be it professional or personal, that is in conflict with the Employee's duties to the Organization.

CONFIDENTIALITY

5. The Employee acknowledges and agrees that the Employee has a duty of confidentiality to the Organization 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 Organization. Accordingly, the Employee 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 Organization, and that the Employee shall use the Employee's best efforts to maintain the secrecy of all of the Confidential Information.

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

TERM

6. The employment of the Employee by the Organization 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. In the event of a not for cause termination, the respective rights of the Organization and the Employee shall be those set out in this article seven.
- b. The employment of the Employee may be terminated by the Organization at any time without cause upon the Organization providing to the Employee written notice or pay in lieu of notice (the "Notice Period") as follows:
 - i. the first thirty (30) days of the employment is a probationary period and both the Employee and the Organization can end the employment with no notice or pay in lieu of notice;
 - ii. after the probationary period and during the first 12 months of the employment the Notice Period shall be two (2) weeks; plus two (2) additional weeks for each additional twelve (12) months of employment up to a total maximum Notice Period of three (3) months;
 - iii. the Notice Period may, at the discretion of the Organization, 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 Organization may, in its sole discretion, provide such pay in lieu of notice in a lump sum or through continuation of payment of the Employee'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 Organization to the Employee 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 Organization 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 Employee under applicable employment standards legislation;
 - vi. if and to the extent required by the applicable employment standards legislation, the Organization shall continue to make whatever benefit plan contributions are required to maintain the Employee's benefit plans for the statutory notice period in the applicable employment standards legislation; and
 - vii. the Organization 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. Except during the probationary period, the Employee can terminate employment upon providing the Organization with notice of two weeks. Such notice however may be waived in whole or in part by agreement of the parties, or by the Organization with payment to the Employee of the remaining resignation notice.

TERMINATION CAUSE

8. The employment of the Employee may be terminated by the Organization at any time without notice or payment in lieu of notice forthwith upon the Organization providing to the Employee written notice of termination for cause. For the purposes hereof the term "cause" shall mean any act or omission which would constitute at law cause for dismissal of an employee.

ENTIRE AGREEMENT

9. 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

10. 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

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

NOTICES

12. 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

13. 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 Organization that may come into the possession or control of the Employee shall at all times remain the property of the Organization. On termination of the Employee's employment for any reason, the Employee agrees to deliver promptly to the Organization all such property of the Organization in the possession of the Employee or directly or indirectly under the control of the Employee. The Employee agrees not to make for personal or business use, reproductions or copies of any such property or other property of the Organization.

PRIVACY

14. The Organization collects personal information about the Employee:

- a. the Employee'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 Organization 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 Organization must disclose certain personal information with the Income Tax authorities, and, with third party providers of employee benefits;
- c. the Employee is entitled to review and correct personal information the Organization has collected about the Employee by communicating with the Chair of the Organizational Council or designate; and
- d. by signing this Agreement, the Employee consents to the Organization collecting, using and disclosing the Employee's personal information as detailed above.

AGREEMENT SIGNED IN COUNTERPARTS

15 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

16. 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

17. The Employee acknowledges that the Employee 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 Employee 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.

Chair of Organization’s Council

Vice Chair of Organization’s Council or other designate

(print name)

(print name)

(signature)

(signature)

(date)

(date)

Employee:

Witness:

(print name)

(print name)

(signature)

(signature)

(date)

(date)