**Schedule B – General Terms and Conditions of Employment**

Church Name, hereinafter referred to as “Employer”, and Employee Name hereinafter referred to as “Employee”, in consideration of the mutual promises made herein, agree as follows:

**Employment**

**Acceptance of Employment**

1. The Employer hereby employs the Employee, and the Employee hereby accepts employment with the Employer on the terms and conditions as stated herein for the Position as outlined in Section 2.

**Term of Employment**

1. Subject to this Agreement, the term of employment will commence on Month, Day, Year and will continue until such time as it is terminated pursuant to this Agreement.
2. Unless we have expressly agreed otherwise, the first three (3) months of the Term will be a probationary period (the “Probationary Period”) in which the Employer can terminate this Agreement for any reason, whatsoever. The Employee will not be entitled to any compensation of any nature (other than regular salary/benefits for the time having been worked) if this Agreement is terminated during the Probationary Period.

**Duties of the Employee**

**Position Description and Duties**

1. The Employee is hereby hired to perform services for the Employer in the capacity of Position Title. In such capacity, the Employee’s duties shall be those as outlined in the Position Description as attached. The job is referred to as the “Position” in this Agreement.

**Time and Attention**

1. The Employee agrees to devote their primary attention and energy to the performance of the Employee’s duties pursuant to this Agreement and shall perform such duties to the best of the Employee’s ability.

**Adherence to Policies**

1. The Employee at all times during the performance of this Agreement shall:
	1. strictly adhere to all of the Employer’s Policies and regulations governing the conduct of employees of the Employer that are referenced in the *Manual of The Christian and Missionary Alliance in Canada* and the Church Name’s *Employee Handbook*.
	2. report to their immediate supervisor (“Supervisor”). The identity of the Supervisor may change from time to time, at the discretion of the Employer.

**Performance of Duties**

1. The Employee agrees to perform all reasonable services to properly complete the duties as set out in the Position Description. The Employee acknowledges and agrees that the Position Description is a general description of the Position and that they shall perform all required roles and functions that are consistent with it although not specifically referenced in it. The Employee agrees that the Employer may unilaterally amend or add to the Position Description and that the Employee will not be constructively dismissed from their employment as a result of the Employer unilaterally amending or adding to the Position Description.

**Assignment of New Position in New Location**

1. The Employee agrees that the Employer has the right to reasonably adjust the responsibilities of the Position and/or appoint them to another employment role within the Employer’s organization suitable to their experience, skills, and education (a “New Position”). The terms of this Agreement will continue to apply to the Employee and the Employer if, either by mutual consent or at the direction of the Employer, the Employee is reappointed to a New Position. The Employee hereby agrees that being reappointed to a New Position, at the sole discretion of the Employer, is a term of their employment and that they are covenanting with the Employer that they will not be constructively dismissed if so appointed. A New Position may include the addition, reduction, or substitution of responsibilities and may include an adjustment to the salary, benefits, or other compensation payable to the Employee. A New Position may either be temporary or permanent and may include the addition of duties. If the Employee is appointed to a New Position, the job description of the New Position will be defined as the “Position” for the purposes of this Agreement.

**Housing**

1. The Employee is responsible to arrange for their own housing. The Employer is not responsible for any costs or loss incurred by the Employee that is or may be associated with the purchase and/or sale of the Employee’s residence or any other assets that the Employee may have to sell if they are reappointed to a New Position or another geographical location or if the place of residence is changed for any reason related to their employment.

**Satisfactory Performance of Duties**

1. The Employer will conduct periodic performance evaluations of the Employee to determine satisfactory performance by the Employee of their duties.

**Obligations to Third Parties**

1. The Employee warrants and represents that they have the ability to enter into this Agreement, that entering into and performing under this Agreement will not violate the Employee’s agreement with any third party, and that there exists no restrictions or obligations to any third parties which will restrict the Employee’s performance of duties under this Agreement.

**Compensation**

1. As compensation for the services rendered by the Employee under this agreement, the Employee will be paid a salary as outlined in Schedule A, less deductions for income tax and other deductions as may be required by statute, regulation, or as agreed upon between the parties from time to time.
2. The Employee will also receive benefits, which will be paid in accordance with the policies of the Employer as referenced in this Agreement and such other policies as may be adopted or amended by the Employer from time to time.
3. The Employee shall be entitled to paid vacation in accordance with BC labour law. Vacations may be granted at times requested by the Employee. However, the Employer reserves the right to determine or approve the vacation time in order to ensure the efficient and orderly operation of its affairs.
4. If the Position is one of a pastor, teacher, manager, or supervisor of any kind, the Employee will not be entitled to any compensation for overtime worked or for working on weekends or on a statutory holiday, except to the extent such overtime compensation is required by the employment standards legislation of the place where the Employee primarily works.
5. If the Employer assigns the Employee to a New Position with added responsibilities, the Employer may increase the salary payable to the Employee. The parties agree that if such an assignment occurs, such increased salary will only be paid during the period of time that the Employer permits or requires the Employee to act in that New Position with added responsibilities. If the Employer subsequently reassigns the Employee and removes those added responsibilities, the salary will be returned to the level it was before the initial reassignment and the Employee will not be constructively dismissed as a result of, or connected with, either the reassignment or the adjustments in salary.

**Effect of Termination on Compensation**

1. In the event of termination of employment, the Employee shall be entitled to accrued salary, benefits, and vacation earned prior to the date of termination as provided for in the section on Termination, computed pro-rata up to and including the date of termination. Other than as may be provided herein to the contrary, the Employee shall be entitled to no further compensation following such date of termination.

**Conditions of Employment**

**Personal Benefit**

1. It is a conflict of interest for the Employee to solicit funds, personal gifts, or loans from those that they may serve. The Employee shall not accept any personal gift arising out of or in any way related to their employment.
2. This provision does not prohibit the Employee from accepting a gift upon the termination of their service with a congregation or school provided that the particulars of the gift are reported to the Supervisor immediately and the Supervisor approves their acceptance of it.

**Termination**

1. The parties understand and agree that the Employee’s employment may be terminated in the following manner in the specified circumstances:
	1. by the Employee by giving at least 30 days’ advance notice in writing to the Employer (the Employer may waive such notice, in whole or in part and if it does so, the Employee’s entitlement to remuneration and benefits pursuant to this agreement will cease on the date it waives such notice).

1.2 by the Employer without notice or payment in lieu thereof, for “cause”. For the purposes of this agreement “cause” shall include, but not be limited to:

1. any material breach of the provisions of this agreement by the Employee,
2. the Employee’s consistent poor performance, after being advised as to the standard required,
3. any intentional or grossly negligent disclosure of any confidential information by the Employee,
4. the Employee’s violation of any local, provincial, or federal statute, including, without limitation, an act of dishonesty such as embezzlement or theft,
5. conduct on the Employee’s part that is materially detrimental to the business or the financial position of the Employer,
6. personal conduct by the Employee which is of such a serious and substantial nature that it would injure the reputation of the Employer if the Employee is retained as an employee, and
7. any and all omissions, commissions or other conduct which would constitute cause at law, in addition to the specified causes.
	1. by the Employer at its sole discretion for any reason, without cause, upon providing to the Employee:
	2. all notice or severance pay to which the Employee is entitled pursuant to the Employment Standards Act RSBC 1996, including:
		1. notice of termination (or at the Employer’s option, pay in lieu of notice),
		2. statutory severance pay, if required, and
		3. Employee Benefit continuation, if required.
	3. the employee understands that they are specifically waiving any and all common law rights to notice or payment in lieu thereof pursuant to paragraph 1.3 a) i above.
8. The Employee’s employment shall also terminate upon the death of the Employee.
9. The parties understand and agree that the provision of notice or pay in lieu thereof by the Employer to the Employee on termination shall not prevent the Employer from alleging cause for the termination.
10. The Employee authorizes the Employer to deduct from any payment due to the Employee at any time, including from pay in lieu of notice or severance pay, any amounts owed to the Employer by reason of purchases, advances, loans, or in recompense for damages to or loss of the Employer’s property and equipment, save only that this provision shall be applied so as not to conflict with any applicable legislation.
11. The Employee agrees that they shall not be entitled to any other period of written notice of termination or payment of severance or termination pay arising from the Employer’s termination of this Agreement other than as set out in this Agreement.

**Dispute Resolution Procedure**

**Mediation**

1. The Employee confirms their commitment to the teachings of 1 Corinthians 6:1-8 and agrees that any dispute that arises out of or relating to this Agreement or a breach thereof will first be determined in accordance with the policies of the Employer existing at the time of the dispute and thereafter by mediation. If, after they have followed the Employer’s policies and the matter has not been resolved, either party will be entitled to give notice and require that the dispute be referred to mediation.

Within five (5) days following notice of mediation, or such other further period as may be agreed upon, the parties will use their best efforts to appoint a single mediator. Both parties shall attend at a mediation session with and as determined by the mediator and conduct negotiations in a Christian manner and in good faith to resolve the dispute. If the dispute has not been resolved within twenty (20) working days from the commencement of the mediation or such other further period as may be agreed upon, either party may terminate the mediation.

**Arbitration**

1. If mediation is not successful, the parties proceed with arbitration if so elected by the Employer. The arbitration shall be conducted in accordance with the agreement of the parties and the parties will agree on the appointment of an arbitrator (no more than three arbitrators shall be appointed). The arbitration shall follow any procedures for alternative dispute resolution adopted by the Employer at any time.

**Confidentiality**

1. The Employee will not, except in the proper course of their duties, directly or indirectly divulge, use, disclose, or communicate to any person, firm, or corporation, and will use their best efforts to prevent the unauthorized publication or disclosure of any information or data concerning the Employer or any other persons that the Employee serves in the course of the Position. This is a continuing obligation and remains operative and in full force and effect and will survive the expiry of the Term or the termination of this Agreement by either party for any reason.

**General Provisions**

**Assignment**

1. The Employee will not assign their rights and/or obligations under this Agreement. The Employer’s rights and obligations under this Agreement are assignable, at the option of the Employer, to any subsidiary or entity affiliated with or related to the Employer, such affiliation or relation to be determined by the Employer, in its sole discretion.
2. The terms of this Agreement will be binding on and be enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors, and permitted assigns.

**Partial Invalidity**

1. If any term or terms of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant, or condition to a party or circumstance than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant, and condition of this Agreement will be valid and will be enforceable to the fullest extent permitted by law.

**Waiver**

1. No waiver by the Employer of any default in performance on the Employee’s part and no waiver by the Employer of any breach or series of breaches of any of the terms, covenants, and conditions of this Agreement shall constitute a waiver of any subsequent or continuing breach of such terms, covenants, or conditions. The Employer’s failure to assert any claim in a timely fashion for any of its rights or remedies under this Agreement shall not be construed as a waiver of any such claim and shall not serve to modify, alter, or restrict the Employers rights to assert such claim at any time thereafter.

**Notice**

1. Any notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered and certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at their last known addresses as appearing on the books of Employer.

**Entire Agreement**

1. This agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the employment of the Employee by the Employer and contains all of the covenants and agreements between the parties with respect to such employment whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.

**Law Governing Agreement**

1. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

**Conflicts**

1. If there is any conflict between this agreement and the Employer’s policies, this agreement shall take precedence over all such policies.

**This agreement is entered into on this \_\_\_ day of Month Year, in the City of Surrey, BC.**

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| **Employee Signature** |  | **Employer Signature** |
|  |  |  |
| **Employee Name** |  | **Employer Title** |
|  |  |  |
| **Witness Signature** |  | **Witness Signature** |
|  |  |  |
| **Witness Name** |  | **Witness Name** |