

## Sample Contract for an Employee

*[This contract template is provided as a courtesy and should only be used as a starting point for the parties' negotiations. An employment contract is a legal document, and both parties should obtain any legal advice they deem necessary prior to signing a final employment contract.]*

This Employment Agreement is made between:

**The [Name of Employer (ie. Board of Trustees of Church, or similar)]** ("the Board")

and

**[Name of Organist]** ("the Organist")

The Board wishes to employ the Organist as Organist and Choir Director of **[name of church]**, ("the Church"), and the parties wish to confirm the terms that shall govern the employment relationship. As such, in exchange for the mutually beneficial terms and undertakings set out below, the parties agree as follows:

### 1. Start Date and Schedule

The Organist's employment with the Board will commence on [Insert Date], and this shall be considered the Organist's start date for all employment law purposes. The employment is of indefinite duration, subject to any termination in accordance with this Agreement.

It is anticipated that the Organist will work the following weekly schedule [Insert details of expected weekly hours of work and schedule. If there are no set hours, this can be deleted]

### 2. Job Duties

Subject to the general direction of the Music Committee of the Church, the Organist shall have responsibility for the care and control of the music at the Church, and in particular has responsibility:

- a. to select, prepare and play organ music as required at services of worship;
- b. to lead the congregation in the singing of hymns and other service music;
- c. to select, rehearse, direct and accompany the music sung by the choir(s) and soloists;
- d. to choose the hymns **[in consultation with the Minister]**;
- e. to train and develop the choir(s) by conducting regular rehearsals at times mutually agreed upon by the Organist and the choir(s).

The Organist shall also oversee the care of the church organ(s) and piano(s) and make recommendations to the appropriate authorities regarding maintenance and repair.

The Board shall provide the Organist with access to reasonable secretarial assistance (without charge to the Organist) to support the Organist in fulfilling the above duties.

In carrying out the duties and responsibilities of this position, the Organist agrees to comply with all applicable Church and/or Board policies, procedures, rules and regulations, both written and oral, as are implemented from time to time. The Board agrees to advise the Organist of all such policies, procedures, rules and regulations and to provide copies of any them that exist in writing.

### 3. Compensation, Vacation and Other Entitlements

The Organist will be paid a salary of [Insert amount] per annum, less applicable taxes and statutory withholdings, payable in accordance with the Board's regular employee pay schedule.

In addition to the above salary (and without any reduction or set-off against that salary), the Organist will be entitled to earn per diem fees for providing music at weddings and funerals in the Church as set out in section 4 below. The Organist is also permitted to earn additional fees for providing private instruction to students on the Church premises as set out in section 5 below.

The Organist will be entitled to [insert number] weeks of paid vacation per year. The timing of the vacation must be agreed in advance by the Organist and the Board, having regard to the operational requirements of the Church. All vacation must be taken in the year it accrues and may not be carried forward from one year to the next (unless approved in writing by Board, or as otherwise required under the applicable employment standards legislation). The Board shall be responsible for arranging and compensating a replacement organist for services during the Organist's vacation.

[If the Organist will be entitled to any group health benefits, or other employment perks, they should be specified here]

The Organist shall be entitled to reimbursement of expenses to a maximum of **[insert amount]** in each calendar year for attendance at an approved church music conference, course or workshop and shall be entitled to one week of paid absence for attendance at such an event. Requests for reimbursement and paid leave are subject to the Board's prior approval and must be submitted by the Organist at least **[how long?]** in advance of the event.

#### **4. Weddings and Funerals**

The organist shall provide music, if required, for all weddings and funerals in the Church and is entitled to be paid a minimum fee (in addition to the salary set out above) for such events as set out below. The Organist shall be entitled to their fee regardless of whether an outside musician is brought in for the event.

The minimum fee for weddings shall be **[insert amount]**. An additional fee of **[insert amount]** shall be paid if attendance of the Organist is required at the rehearsal. The Church shall be responsible for collecting the fee from the family or wedding coordinator and remitting it to the Organist.

The minimum fee for funerals shall be **[insert amount]**. The Church shall be responsible for collecting the fee from the funeral director and remitting it to the Organist.

The minimum fees for weddings and funerals shall be reviewed annually by the Organist and the Board. In no case shall the minimum fees for weddings or funerals be changed except with the consent of both parties.

#### **5. Private Instruction**

The Organist may give private instruction in piano, organ, voice and music theory on the Church premises, provided that such instruction shall not interfere with normal church activities or with the Organists' other employment duties. The Organist is responsible for setting and collecting any fees charged to the Organist's private students. The Organist may permit his or her students to use the organ for practice as he or she sees fit, provided that such practice shall not interfere with normal church activities. The use of the facilities shall be scheduled in advance through the Church office. No person may use the organ without the consent of the Organist.

#### **6. Confidentiality**

During the Organist's employment, he or she may be exposed to confidential information. The term "confidential information" includes all non-public information regarding the Board, its members, employees and volunteers, the Church and its congregants, and any non-public documentation and information regarding the Board and/or the Church's operations and activities. The Organist agrees to maintain the confidentiality of the confidential information, not to use, disclose, produce or retain copies of any confidential information other than as necessary to fulfil his or her duties during employment, and to treat the integrity and security of the Board and/or the Church's files and computer networks with all due diligence. This confidentiality requirement is enforceable during and after the Organist's employment (regardless of the reason for the cessation of employment).

## 7. Termination of This Agreement

It is understood and agreed that this Agreement may be terminated as follows:

- (1) **Resignation by the Employee:** The Organist may resign his or her employment upon giving four weeks' notice. The Organist will be entitled to payment of any accrued and unpaid salary and fees earned up to and including the date of resignation, and any other payments required by the applicable employment standards legislation, but shall not be entitled to any additional termination or severance pay.
- (2) **Termination by Employer:** The Board may at any time terminate the Organist's employment, without notice or pay in lieu of notice or severance, for wilful misconduct that amounts to legal cause under the applicable employment standards legislation.

In the absence of legal cause, the Board may terminate the Organist's employment without cause at any time by providing the Organist with written notice (or payment in lieu thereof) equivalent to one month if the termination occurs within the Organist's first year of service, plus one additional month's notice for each completed year of service thereafter, up to a maximum of 10 months' notice.

It is agreed and understood that this will constitute reasonable notice. The Organist agrees that the notice and/or payments and entitlements as set out in this clause are in full and final settlement of all amounts owing to the Organist upon termination, and that he or she will have no other claims for termination pay, pay in lieu of notice or other termination payments of any kind, whether at common law or otherwise.

For further clarity, it is the intent of this provision to comply with the applicable employment standards legislation. In the event that the applicable legislation requires the Board to provide any greater payment, entitlement or benefit upon termination, then this Agreement is automatically amended so as to comply with the minimum requirements of the applicable employment standards legislation.

## 8. Church Property

During the course of the Organist's employment, the Board may grant the Organist use of Church property, including the Church organ, piano, administrative facilities, computers, email servers and networks. All such items remain the property of the Board and/or the Church and must be returned upon request or termination of employment.

The Organist further acknowledges that all Church computers, laptops, phones or other electronic devices, email servers, computer system and network are Church property, and are to be used only for legitimate and appropriate business purposes.

**9. General**

The parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties with respect to all matters relating to the Organist's employment by the Board, and it supersedes any and all prior agreements and communications between the parties regarding those matters. It is agreed that each provision of this agreement is severable from the remainder of the Agreement and in the event that any provision is found by a court to be unlawful or unenforceable, the remainder of the Agreement will be unaffected and will remain in full legal force and effect.

The parties acknowledge that they have had the opportunity to obtain independent legal advice concerning their respective rights and the advisability of entering into this Agreement and that they have either obtained such advice or waived their right to obtain such advice. The parties acknowledge that they understand the terms of this Agreement and that they are entering into this Agreement voluntarily and without duress.

Date: \_\_\_\_\_

\_\_\_\_\_  
**[ORGANIST NAME]**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Per: The Board of Trustees of [church]**

**[Insert name and office of person signing]**

"I have authority to bind the Board"