

### Sample Contract for an Employee

*This contract should be used only as a guide. All contracts between musicians and churches should be prepared in consultation with a lawyer to ensure that all legal requirements in the province of residence are met.*

This agreement is made [date]

BETWEEN

The Board of Trustees of [church]  
(hereinafter referred to as “the Board)

and

[Name of Organist]  
(hereinafter referred to as “the Organist”)

WHEREAS the Board agrees to employ the Organist as Organist and Choir Director of [name of church], (hereinafter referred to as “the Church”), and in consideration of the mutual covenants and agreements made by the parties, the Board and the Organist agree as follows:

1. 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 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.

2. The annual salary shall be [\$amount] and shall be paid [monthly/semi-monthly/weekly]
3. The Organist shall be entitled to [number] weeks of paid vacation annually at such times as are mutually agreeable to the Organist and the Board. Arrangements for a substitute shall be made by the Organist; payment of such substitute shall be the responsibility of the Board.
4. The Organist shall be entitled to expenses to a maximum of [\$amount] in each fiscal year of the Church for attendance at an approved church music conference, course or workshop and shall be entitled to one week paid absence for attendance at such event. Arrangements for a substitute shall be made by the Organist; payment of such substitute shall be the responsibility of the Board.
5. The Organist shall provide and pay a competent substitute during absences other than vacation and study leave as described above. In the case of illness, the Board shall bear the expense of a substitute for not more than three weeks in each of the first three years of the contract, or for a period of one week for each year of employment to a maximum of twelve weeks in or after the fourth year of the contract.
6. The organist shall provide music, if required, for all weddings and funerals in the Church. It is the responsibility of the Organist to provide a substitute when unable to be present. If the Organist consents to allow someone else to play for a wedding or funeral, the Organist shall, nevertheless, be paid the minimum fee as set out herein.

The minimum fee for weddings shall be [\$amount]. An additional fee of [\$amount] shall be paid if attendance of the Organist is required at the rehearsal. The minimum fee for funerals shall be [\$amount]. The Church shall be responsible for collecting the fee from the funeral director.

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.

7. 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. 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.
8. The Board shall deduct from the salary of the Organist income tax, EI and CPP premiums, pension contributions and such other deductions as are required by law. The Church shall promptly remit such deductions to the proper authorities.
9. The Organist shall have access without charge to reasonable secretarial assistance in the fulfilment of the duties stated herein.
10. This agreement may be terminated by either party giving one month notice in writing for each year or partial year that the contract has been in force to the other party, to a maximum of six months. The Board may also provide the Organist with pay in lieu of the notice required by this section.
11. Each provision in this agreement is separate from every other provision, and any illegality or invalidity of any section, paragraph, sentence or clause shall not affect any other portion of the agreement, which, except for such invalid part, shall continue in full force and effect.
12. If any notice period or other provision of this agreement conflicts with the Employment Standards Act or any other applicable provincial or federal Act or Regulation, that provision shall be deemed to be amended to the minimum degree necessary to comply with the said Act or Regulation.
13. All notices under this agreement shall be given in writing either personally to the party to whom it is addressed or by registered mail to the address given for each party in this agreement or such other address as may hereafter be furnished in writing by such party:

The Church  
[address]

The Organist  
[address]

14. This document contains the entire agreement of the parties hereto, and no modifications thereof shall be binding upon the parties unless it is in writing and signed by the respective parties hereto.

Signed at the City of \_\_\_\_\_, this \_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Organist

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[office of person signing  
for the Board]

I hereby certify that I have authority to bind the Board in this matter.

\_\_\_\_\_  
[office of person signing for the Board]