

Nitzotzot Min HaNer
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Contracts and Work Conditions

This month's email deals with the signing of contracts. We have drawn up what we consider a model contract below, one which is fair to both sides. Not only different jobs but also local differences will require modifications in the contract we have presented. But this contract should be a good springboard to help clarify all of the issues.

The need for a contract and why some don't see it that way:

Almost all of us are either in the position of employer or employee at some point, and the necessity for a contract is often underestimated by either side.

- Contracts may indeed be unnecessary until the slightest point of conflict arises, and then everyone seems to retreat into what they understand is the letter of their agreement, sometimes making up the rules as they go along. In these conditions, a written contract often saves one or both of the parties from a living hell. Because of this, every contract should deal with 'machlokes resolution.' Nobody likes to talk about these things at the outset, when everybody is trying to be nice to each other, but one just has to push aside that squeamishness, because the worst time to deal with the rules of a machlokes is when you are already having one. The same applies to termination procedures. The best time to set up rule of engagement is before you have there is tension, and hope that these clauses will not be necessary.
- Sometimes, when one is dealing with people who are not *Bnei Torah*, one needs a contract in order to avoid being taken advantage of.
- Potential employees often feel very uncomfortable asking for a contract when this is not provided by the employer. They feel that this is a tough thing to do, which is both intimidating for them and is going to create bad vibes with the very people they desperately need to get on with. However, no one has ever ruined a relationship by asking for a contract. They may be refused one, but the other party will never look on their request askance.
- In a verbal understanding, people hear and interpret things differently. Writing things down brings out and clarifies the misunderstandings. This is especially so when dealing with money, where the gap between each person's understanding of

what was said and what was meant is often amazing. This is the most emotionally charged area and the one in which each party is least likely to be gracious when misunderstandings do arise.

- Often one side says something during the negotiations that the other side interprets as a conclusion. The first side, however, may just have been throwing out an idea and certainly never meant this to be a part of the conclusion. These misunderstandings however, come out the moment the parties put things in writing.
- People sometimes honestly forget what the deal was. A contract is an excellent record for the future of the discussions that took place.
- Both employers and employees sometimes err in thinking that they are protecting themselves by not signing a contract. We are all scared of commitments. “What if things don’t work out. Then I’ll be stuck,” the logic goes. But this logic is dead wrong. And if you are really too frightened to sign a contract, draw one up and just leave it as an unsigned memorandum of understanding between the parties. Such a document will still take care of many of the concerns mentioned above.

What should the employee do if the employer does not provide a contract?

Sometimes an employer is reluctant to sign a contract and the employee is too intimidated to insist on one. In such a case the employee should start out by saying: “Would you mind if I check whether I have understood everything by writing it up and showing it to you.” Though not quite a contract, this is then as good as a memorandum of understanding.

Points of interest about the contract below:

- Often a contract is biased towards one of the parties. The sample contract below was drawn up in such a way that it strives to be fair to both sides.
- Employees should not send their belongings to the town until they have signed a contract. Contracts which get finalised after the employee arrives in town to take up the position, leave him in a very weak negotiating position, since the employer know that he, the employee, has already accepted the job anyhow.
- It is important to state the goals at the outset of the contract, as there are different expectations as to what people are expected to do, so an introductory paragraph defining the goals of the organization and the place of the particular job in the context of these goals would be helpful.
- It is our experience that checking the internet to establish the cost of living in a city is not a good idea.
- A recent addition of *The Rabbis Letter*, put out by the National Young Israel, has an excellent review of the procedures for renewal of a contract. Please contact them for your copy of this publication whose overall high standard and relevance to kiruv professionals is to be commended. (Note, *The Rabbis Letter* contains a section called *The Rebbetzin’s Letter*, also excellent.)

A Sample Contract

Contract between the Q.B. Liner Synagogue (QBS) and Jeremy Ostrov (JO)

The QB Line Synagogue community was established to service all Jews in Liner Town, irrespective of their age, Jewish background and commitment. QBS sees a special need to communicate the beauty and relevance of Torah knowledge and observance to our unaffiliated brethren. To address this need, QBS has created the job of 'director of outreach'. The director of outreach will attempt to reach as many Jews in Liner as possible, and to encourage their growth and learning in ways that will be measurable and agreed upon by all the parties.

1. QBS will employ JO as director of outreach for a period of two years, with an automatic renewal of the contract under the same conditions after the first year.
2. JO will be responsible to Rabbi Menashe Epstein (RME), the Rabbi of QBS. He will submit a quarterly written report to the Board. (Employees please note that, even if you are not required to do this, you should always keep some written record of your work – the shiurim you gave, the number who attended, a list of the people who are becoming more interested, etc.)
3. JO will be responsible for all those Jews living within the communal range of QBS who are unaffiliated to Judaism as well as those who are marginally affiliated to the Synagogue.
4. Within the scope of his duties JO is expected to begin several, weekly shiurim in people's homes, the Shul or any other suitable venue for the above stated population. Two to four times a year, he will also run a Shabbaton or seminar, or invite an outside group to do so, or place those he is working with on such a seminar.
5. At a later stage, and should the situation allow, JO will begin an adult beginner's minyan on Shabbat.
6. Points 4 & 5 reflect the spirit but not necessarily the exact definition of JO's duty. QBS will leave to the discretion of JO what the specific implementation of his mandate is at any one time.
7. JO will not be required to fund-raise. However, he may do so in order to expand or upgrade the work he is doing. (Some organisations might specifically not allow their employees to fund raise.)
8. JO is expected to work an average of 8 hours a day. This may be done at any time of the day and from any location and includes the phone calls he makes from home and preparation time for shiurim.
9. JO may not enter into any agreement with another Rabbi or Jewish organization without the prior consent of QBS.
10. JO will be given 3 weeks vacation a year. (Teachers are generally given the whole summer off. Heimishe places sometimes prefer not to define exact vacation times and to leave it to the discretion of the parties as the situation unfolds.) He may take this time as he chooses provided that it is coordinated with QBS in advance and that it does not undermine his work. In addition, he will not be required to work during Chol HaMoed Pesach and Chol HaMoed Sukkot. (Note: This is not always the case. There are schools and communities where working on Chol HaMoed is most definitely required.) He will be given up to two weeks paid sick leave per year. Besides his leave, JO will be entitled to go away for Shabbos 4 times a year. (Note: A full leave policy would take many pages. As an example,

ask to see the Heritage House leave policy.) (In some versions of this contract it will stipulate that employees are expected to work during Chol HaMoed Pesach and Chol HaMoed Sukkos)

11. At all times JO will keep RME informed of his activities and whereabouts.
12. Although RME will not specifically direct the activities of JO, he will have the right to veto any of his activities, for halachik, hashkafik, (intra-) communal or inter-communal reasons.
13. JO understands that he is a part of a broader communal structure. He will be sensitive to the need to integrate his activities into this structure. He will participate, as far as his activities allow in all the prayer services of the community.
14. JO will receive an annual salary of \$.
15. In addition, JO will receive the following:
 - I. Moving expenses of \$--.
 - II. A good health plan which will be paid for by QBS and which will provide medical and dental insurance. In this and other cases where JO will be eligible for parsonage, every attempt will be made to provide him with this benefit. (Note: Dental insurance is often not covered and this is something that cannot be insisted on, but one should check the medical insurance to ensure that it covers the basic requirements such as birth etc.)
 - III. A travel allowance which will cover all travel done while on the job.
 - IV. An entertainment allowance that will cover costs related to the hosting or entertainment of guests during the week or Shabbat.
 - V. A budget for outreach activities of \$30,000 per year.
16. QBS will arrange for a 50% tuition break for JO's children in the Yeshiva Academy School. Should this tuition break not be granted, or should its implementation be delayed, QBS will take financial responsibility for this 50% of the tuition.
17. JO's wife will not be considered an employee of QBS. She will be free to work in any job that does not contradict her husband's standing in the community.
18. It is understood that Mrs. O will be supportive of her husband's work and provide the home environment and backup which allows JO to do his work. However, should QBS want any formal input from Mrs. O, be it in an administrative or other capacity, part or full-time, she will be remunerated separately for her work.
19. Upon arrival in the city, QBS will provide JO with reasonable, temporary accommodation for up to two months while JO secures longer term accommodations.
20. JO will also be given an advance of up to 50% of his monthly salary, for the first two months, available to him within two days of request, from the time he starts working.
21. JO will not be required to fulfill all his responsibilities until he has secured longer term accommodations, he has procured basic furniture, his family has arrived and his children are placed in school, and he has dealt with all immediate legal, and other issues. JO will do his maximum to be productive during this period. He will also do the maximum to keep this period to a minimum. In the worst case scenario, this period will not be no longer than two months after his arrival. (Note: In the case of an employee with a foreign nationality moving from another country, there is often a lot that both sides can do prior to the employees arrival which can greatly speed up the process of documentation and other issues.)
22. If, after the end of the first year, either of the parties decides not to renew the contract, QBS will provide JO with one time resettling expenses in Israel of \$--.

However, should JO move on to another job, then QBS will be absolved of these expenses.

23. Should either party decide not to renew the contract JO will be given reasonable paid time off from work in order to search and interview for a new position.
24. The renewal of the contract will be decided no later than four months before the end of the period of employment as indicated on the contract. (Note: In the case of a teacher, this has to be done by February, when schools are actively looking to fill positions for the coming year. Time must be allotted for the teacher to attend the Job Fair of Torah U'Mesorah. It is not clear to us whether the employer should be asked to contribute towards the expenses of such a job fair. Also, in the event that the employment did not begin at the beginning of the school year, the contract should still finish by July so that there is time to reach the new destination, and settle, and have children starting school on time.)
25. Should the parties decide to renew the contract, JO will be entitled to a salary increase of inflation plus __%.
26. During the period of the contract, neither party shall unilaterally terminate employment unless there are exceptional ethical, halachik or other professional aberrations. In such a case, a competent posek will be consulted (chosen according to the formula in the point 27. Should QBS be so dissatisfied with JO's performance that they feel that he falls below the minimal level of professional competence, they will first advising him of their dissatisfaction and giving clear performance goals to correct the situation within a reasonable period of time. Should the situation still be uncorrected, they may either give JO a paid leave of absence until the termination of his contract, or attempt to reach a settlement with him, or request that he seek alternative employment until which time he will continue to be paid, or bring the matter before a competent, mutually agreed upon posek. Should a termination or notice procedure be disputed by one of the parties, or should any other dispute arise between the parties, then QBS will offer for arbitration a choice of the following five, internationally recognized Rabbinic authorities from whom JO will choose one. At no stage may either party resist the bringing of any issue by the other side to a competent posek. No side may bring an employment dispute issue in front of the a posek without the knowledge and opportunity for active participation of the other side. (Note: This does not apply to all employment issues. Just to issues of dispute.) Neither party will use the secular system to resolve disputes.
27. Both parties hereby attest to the fact that they have understood the above document and all its contents. They understand all its implications and they agree to abide by all its conditions unequivocally and without resort to forced or unusual interpretation thereof.

Contract Variations for Different Circumstances:

The contract above was designed for an individual being employed by a synagogue or other organization. A kollel chaburah would make numerous changes in this contract. Similarly, a teacher's contract with a school would be different in many respects. For example, teachers have to relate to the ratio of free (non-teaching) periods (used for counseling, preparing classes, etc) to teaching periods. In the case of a novice teacher, the issue of what kind of supervision he would receive needs to be addressed.

Please help us to polish this model contract by taking a few minutes to answer the following questions:

1. Were there any significant points that were left out of the contract?
2. Were there any points mentioned in the contract that struck you as unrealistic or unreasonable?
3. Did the contract strike you as balanced between the needs of the employer and the employee?
4. How adaptable is this contract to other employment situations?