

Offer of Employment Template

Parish Lay Staff

Updated April 8, 2020

This template is for use generating offers of employment for parish lay staff in the Diocese of Niagara. It is not for use for clergy or licensed lay workers whose appointments are made by the diocesan bishop. Text that appears in red should be deleted from the final document. Text that appears in italics is either to be left blank or replaced with the text called for in its stead. It is recommended that the offer be put on parish letterhead, or, failing that, the parish's name, address and other identifying data be added.

Date of offer

Person's name

Person's street address

Dear *Person's name*

On behalf of the Church Wardens and Rector of *Parish's Name* [hereafter "the Corporation"], we are pleased to offer you employment on the terms and conditions set out in this correspondence, conditional upon receiving your written acknowledgement and acceptance of said terms and conditions within five *[or some other number if the circumstances of this offer call for a shorter or longer period during which the offer will be valid]* days from the date of this correspondence. A second copy of this correspondence is enclosed below for this purpose.

The particulars of the offer of employment are as follows:

Position: *Title, on a full-time/part-time [choose one] basis, fulfilling the duties as set out in the attached job description. [Ensure that a job description is enclosed, inclusive of a risk assessment grid and a range of other elements as provided for by the diocesan job description template.]*

Salary: *\$ (insert amount) per hour (for hourly employees) OR \$ (insert amount) per annum (for salaried employees) (less deductions) to be paid monthly. [Hourly employees are paid for the work completed in the previous month. Salaried employees are paid for work in the current month.]*

Commencement Date: *Insert start date*

Hours of work: *Stipulate total number of hours of work (per week) and any particulars with respect to times of day and days on which those hours are worked.*

Duration: *Ongoing employment (Subject to the Termination Provisions)
OR
Limited-term contract from start date to end date, inclusive (Specify both dates.)
(Subject to the Termination Provisions)*

Probationary period: Three months from the date of commencement of employment during which time employment can be terminated for any reason without notice or pay in lieu of notice. *[This period shall be waived if the person has already been employed by the parish in the same position in an immediately preceding appointment.]*

Vacation:

<p>Use only the column which applies. Delete the other columns. The policy chosen should be consistent with the policy in effect for other lay staff, unless there is a compelling reason to distinguish between lay staff due to a different job classifications or work hours.</p>		
<p>As per parish policy: <i>Detail the independently arrived at parish policy, which cannot be less than the minimum requirements of the Employment Standards Act [ESA]</i></p>	<p>As per the parish policy for salaried employees: <i>The vacation policy may borrow from or adapt the policy for salaried lay diocesan staff:</i></p> <p>Annual paid vacation eligibility shall be as follows:</p> <p>Prior to the second anniversary of continuous employment since the employment start date, two weeks paid vacation leave; After more than two years of employment, three weeks paid vacation leave; After more than seven years, four weeks paid vacation leave; After more than twelve years, five weeks of paid vacation leave; and, After more than twenty-five years, six weeks paid vacation leave.</p> <p>A “week” is pro-rated for part-time employees.</p> <p>Vacation scheduling is subject to supervisory approval.</p> <p>It is expected that each year’s vacation be taken by December 31st. The staff-person may carry forward vacation into the next year (as per the ESA). If vacation time is not scheduled to be taken by the employee prior to the ESA deadline, it shall either be scheduled by the Corporation or paid out in accordance with the ESA.</p>	<p>As per the parish policy for hourly employees: <i>The vacation policy may borrow from or adapt the policy for hourly lay diocesan staff:</i></p> <p>Vacation will, until the second anniversary of continuous employment since the employment start date, be paid out at the rate of 4% of total gross earnings. After more than two years of employment, it will be paid out at the rate of 6% of total gross earnings; After more than seven years, will be paid out at the rate of 8% of total gross earnings; After more than twelve years, will be paid out at the rate of 10% of total gross earnings; and, After more than twenty-five years, will be paid out at the rate of 12% of total gross earnings. Vacation will be paid out in December of each year or as requested by the staff-person during the year.</p>

Sick Days:

Use only the column which applies. Delete the other columns. The policy chosen should be consistent with the policy in effect for other lay staff, unless there is a compelling reason to distinguish between lay staff due to a different job classification or work hours.

<p>As per parish policy: <i>Detail the independently arrived at parish policy, which cannot be less than the minimum requirements of the Employment Standards Act [ESA]</i></p>	<p>As per parish policy for ongoing employment: <i>The sick days policy may borrow from or adapt the policy for ongoing diocesan staff.</i> Salaried, ongoing employees, are eligible for seven sick days per annum at full pay. (Daily pay is pro-rated for part-time appointments). This allocation cannot be carried over from one year to the next.</p> <p>After the employee's annual allotment of sick days has been claimed, depending upon eligibility and acceptance of a claim for Employment Insurance sick leave benefits, and provided that a Supplemental Unemployment Benefit [SUB] agreement is in place between Service Canada and the Diocese of Niagara, the employee may be eligible for EI SUB Plan benefits of up to 119 days.</p> <p>Those whose illness or injury continues for a period longer than the 119 days of the EI sick leave/SUB Plan and who are eligible for Long-Term Disability benefits will be encouraged to apply for such benefits (through the General Synod and through Canada Pension Plan).</p>	<p>As per parish policy for limited-term employment: <i>The sick days policy may borrow from or adapt the policy for limited-term, diocesan staff.</i> Salaried, limited-term employees, are eligible for seven sick days per annum at full pay. (Daily pay is pro-rated for part-time appointments). This allotment cannot be carried over from one year to the next.</p>
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Continuing Education:

Use only the column which applies. Delete the other columns. The policy chosen should be consistent with the policy in effect for other lay staff, unless there is a compelling reason to distinguish between lay staff due to a different job classifications.

<p>Not applicable (in which case this entire section might be omitted from the offer of employment).</p>	<p>As per parish policy: <i>If the parish provides for continuing education of those of its employees would not be eligible for active membership in the General Synod Continuing Education Plan, then the details of those arrangements will be specified here.</i></p>	<p>In the rare instance where an employee is also working for the Diocese of Niagara and their employment makes them eligible for active membership in the General Synod Continuing Education Plan [CEP], the parish will share in the premiums for the CEP, as per the fraction of the employee's total employment package.</p>
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Background information:**Pension Plan Membership, Health/Dental Benefits Coverage and other non-statutory benefits**

Eligibility for and obligation to enrol in a pension plan or be offered health/dental coverage is determined at certain thresholds of number of hours worked for those who are either ongoing employees or serving in limited term contracts of longer than 12 months' duration.

If an employee is already enrolled in such a plan, then their membership or coverage will be continued if their employment is contiguous with the employment which made them eligible for this membership or coverage (even if they are now in a limited-term appointment of less than 12 months or are working a number of hours less than the threshold for pension or benefits).

If an employee is employed by more than one parish in the Diocese of Niagara, then their total aggregate number of hours worked (from all employment sources in the Diocese) will be used to determine whether or not they meet the threshold for such membership or coverage. Each employer will share the premiums and contributions for these plans on a pro-rated basis. For instance, if a parish employs the employee for 1/3 of their total employment with parishes (and diocese) in the Diocese of Niagara, they will be charged 1/3 of the fixed employer costs for benefits (i.e. for CEP and health/dental coverage). The parish will bear variable employer costs as a percentage of the actual amount paid to the employee by that particular parish [i.e. pension, pension administration fee, WSIB, EI, CPP (if not waived for those 65 to 70 years of age or those over 71); and Long-term disability, etc..] The percentages for variable cost pension and benefits costs are determined either by the government or the Pension Office Corporation of the General Synod of the Anglican Church of Canada. These may be adjusted annually.

Pension Plan and Long-Term Disability:

Use only the column which applies. Delete the other columns. The eligibility for pension plan membership is determined by the number of hours worked and the nature of the employee's employment (ongoing; limited term of twelve months or more; limited term of less than 12 months). Eligible new employees must be enrolled in the pension plan. If other lay employees employed by the parish were not enrolled in the benefit plan when they began employment, and their current hours worked meet the eligibility threshold then they must be enrolled when any other lay employee in that parish becomes a contributing member of the Lay Retirement Pension Plan. Employees may apply to decline this membership (for instance, if they are already enrolled in and receiving a pension). It is up to the Anglican Church of Canada Pension Committee as to whether or not that application will be approved.

<p>Not applicable for those working fewer than 700 hours per year (or 13.5 hours per week) OR for those who are working in limited-term contracts of less than 12 months duration. [Exceptions may be made for those who</p>	<p>For those in ongoing employment who work 700 hours or more per year, contributing membership in the Lay Retirement Pension Plan [LRPP] of the Anglican Church of Canada (inclusive of mandatory Long-Term Disability) is required (except where an employee's application to withdraw is made to the Pension Committee of the General Synod and accepted). At the time of entering into this</p>	<p>For those in a limited term contract of 12 months or more in duration, and who work for 700 hours or more per year, contributing membership in the Lay Retirement Pension Plan [LRPP] of the Anglican Church of Canada is required (except where an employee's application to withdraw is made to the Pension Committee of the General Synod and accepted). At the time of entering into this agreement, those over 64 years of</p>
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<p>are currently contributing members of the Lay Retirement Pension Plan. In which case even though the employee is working too few hours or in too short a limited-term contract, they may be eligible for continuing contributing membership.</p>	<p>agreement, those over 64 years of age, but less than 71 years of age, may contribute to the pension plan, but only if they are not already receiving their LRPP. Those 71 years of age cannot contribute to the LRPP. Such memberships and benefits are extended according to the terms and conditions in place from time to time, which may be amended at the sole and absolute discretion of either the Pension Committee of the General Synod of the Anglican Church of Canada or the Diocese of Niagara.</p>	<p>age, but less than 71 years of age, may contribute to the pension plan, but only if they are not already receiving their LRPP. Those 71 years of age cannot contribute to the LRPP. Such memberships and benefits are extended according to the terms and conditions in place from time to time, which may be amended at the sole and absolute discretion of either the Pension Committee of the General Synod of the Anglican Church of Canada or the Diocese of Niagara.</p>
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Health/Dental and other employment benefits:

Use only the column which applies. Delete the other column. The eligibility for health/dental benefits coverage is determined by the number of hours worked and the nature of the employee's employment (ongoing; limited term of twelve months or more; limited term of less than 12 months). Eligible new employees must be offered this coverage. If other lay employees employed by the parish were not offered health/dental coverage when they began employment, and their current hours worked meet the eligibility threshold then they must be offered this coverage when any other lay employee in that parish is offered the coverage. Employees may decline this coverage under the terms and conditions detailed below.

<p>Not applicable if working fewer than 20 hours per week (<i>or those who are working half-time in workplaces where full-time is less than 40 hours per week</i>) or if working on a limited-term contract of less than 12 months in duration.</p>	<p>Those in ongoing employment or in a contract of 12 months or more in duration, and, who are working 20 hours per week or more (<i>or those who are working half-time in workplaces where full-time is less than 40 hours per week</i>) are eligible to receive health/dental benefits, group life insurance and accidental death and dismemberment coverage.</p> <p>The health/dental coverage may be declined. If it is declined due to coverage with a spouse/partner, coverage may be added if the employee's spouse/partner loses coverage. Coverage must be added the day following termination of the spouse/partner's coverage. If health/dental coverage is declined and no other coverage is in place and the member applies for coverage at a later date, the application is subject to proof of insurability and may be declined. This coverage may be amended or terminated at the sole and absolute discretion of the Pension Committee of the General Synod of the Anglican Church of Canada.</p> <p>Group Life Insurance is included in the health/dental coverage. If the health/dental coverage is declined, eligible employees will be enrolled for this insurance and the employer and employee will share the cost of premiums.</p> <p>Accidental Death and Dismemberment coverage is included in the health/dental coverage.</p>
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Please be in touch with Ms. Trish Foden, Payroll, Pension and Benefits Administrator [905-527-1316 Ext. 510 or payroll@niagaraanglican.ca] to arrange your payroll and benefits and if you have any questions about your pay and benefits.

You understand that if there is a shortage of work or other event which makes a reduction in the work force necessary, as determined solely by the Corporation of the parish, you may be subject to a temporary layoff in accordance with the *Employment Standards Act [ESA]*. Such temporary layoff shall not be deemed a termination or constructive termination of your employment.

Termination provisions: You may resign your employment with at least two weeks' notice during the first two years of employment and 30 days' notice thereafter.

Use only the column which applies. Delete the other column. The wording of the termination provisions is extremely important and may be subject to change due to new legal precedent. Ensure that you are using the most up-to-date template for offers of employment.

For those who are employed in ongoing employment:

In the event your employment is terminated at any time after the probationary period, if any, on a without-cause basis, and, in the event that you are employed for an indefinite period, you will be entitled to receive notice, pay in lieu of notice, continuation of benefits, if any, and severance pay, if applicable, in accordance with the minimum requirement provisions of the *Employment Standards Act (ESA)*. Compliance with the provisions of the ESA as may be amended with respect to termination of employment without cause shall constitute the Corporation's only obligation arising from the termination of employment under the ESA and common law.

For those who are employed in limited term contracts:

In the event that you are employed for a finite term and in the event it becomes necessary to terminate your employment on a without-cause basis, after the probationary period, if any, but before the end of the term, you will be entitled to receive notice, pay in lieu of notice, continuation of benefits, if any, and severance pay, if applicable, in accordance with the minimum requirement provisions of the *Employment Standards Act (ESA)*. Compliance with the provisions of the ESA as may be amended with respect to termination of employment without cause shall constitute the Corporation's only obligation arising from the termination of employment under the ESA and common law.

In the event you are employed for a finite term and your employment is not otherwise terminated sooner, your employment shall cease at the end of the term and you will not be entitled to notice or pay in lieu of notice.

In the event of the termination of your employment for cause you will not be entitled to notice or pay in lieu of notice.

Employment Policies and Code of Conduct:

As a condition of employment, you agree to provide the Rector and Wardens with a clear and satisfactory Police Vulnerable Sector Check within one month of your start date, and, to maintain a current such check throughout your employment. These must be updated every three years. Failing to comply with this policy may result in termination of your employment. As a further condition of employment, you are required to be insurable by our insurer and to maintain your insurability with respect to sexual and physical abuse, liability and

Directors and Officers liability coverage. Failing to comply with these requirements will result in a breach of the employment contract.

You agree to abide by any applicable Code of Conduct adopted by the Parish (which is attached hereto) and/or Diocese of Niagara. You agree to abide by any applicable diocesan canons and policies, including but not limited to Safe Church Policies which are in effect from time to time. Copies of the said diocesan canons and policies are available on-line at www.niagaraanglican.ca. You further agree that the canons, policies and practices may be amended from time to time at the sole and absolute discretion of the parish and/or Diocese of Niagara.

If you require accommodation related to a disability, please speak with the Rector and Wardens.

This letter and the enclosures constitute the entire agreement between you and the Corporation and any amendments must be made in writing and signed by both parties.

Should any provision herein be found to be invalid, void, unenforceable or otherwise struck down, the parties agree that the remainder of the provisions shall survive and continue to be in force and effect.

We look forward to receiving the signed copy of this letter as acknowledgement of your acceptance of this offer within five days of the date of this correspondence.

Yours sincerely,

-----Signatures-----

Name of Rector
Rector

Name of Rector's Warden
Rector's Warden

Name of People's Warden
People's Warden

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I, *insert the name of the person to whom the position is being offered*, hereby accept the offer of employment on the terms and conditions set out in this correspondence this *insert day of the month* day of *insert the name of the month*, 20__.

Signature

Date