Please place on parish letterhead

October 3, 2023

NAME

ADDRESS

CITY, ON POSTAL CODE

Dear NAME,

On behalf of the churchwardens and rector of CHURCH, CITY [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 (5) days from the date of this correspondence. A second copy of this correspondence is enclosed for this purpose.

The particulars of the offer of employment are as follows:

|  |  |
| --- | --- |
| **Position:** | TITLE, on (full-time or part-time) basis, fulfilling the duties as set out in the attached job description. [Ensure that a job description is enclosed, that reflects the scope of responsibilities, and is inclusive of a risk assessment grid and a range of other elements as provided for by the diocesan job description template.] |
| **Duration:** | Commencing DATE, on an ongoing basis, subject to the termination provisions outlined below**Or use the line below if it is for a short-term contract**Limited-term contract from DATE through to DATE inclusive, subject to the termination provisions outlined below. |
| **Salary:** | $# per hour (less applicable deductions) to be paid monthly through the Anglican Diocese of Niagara central payroll.CHOOSE HOURLY OR MONTHLY DEPENDING ON THE NATURE OF THE EMPLOYMENT$# per month (less applicable deductions), paid monthly through the Anglican Diocese of Niagara central payroll. |
| **Hours of work:**  | NUMBER (#) hours per week. A schedule is to be determined between yourself and your supervisor, based on the needs of the position. OR YOU CAN INCLUDE THE DAYS AND START/FINISH TIMES IF THEY ARE CONSISTANT |
| **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. **OR** None. None is used when the person is already employed with the parish in a previous role. |
| **Vacation:** | # weeks (where a week equals # hours) of paid vacation time. Vacation time is to be scheduled in approval with the rector and wardens of the parish. Vacation time is expected to be taken in the calendar year in which it is allocated. Unused vacation time will not be permitted to be carried over into the next calendar year. **OR** 4% vacation pay will be processed on each pay.  Vacation cannot be less than 2 weeks (or 4% if paid out on wages each pay period) as per the Employment Standards Act. Vacation time may be pro-rated for the calendar year based on start date. |
| **Sick Days:** | NUMBER (#) paid **or** unpaid sick days (where a day equals # hours) per calendar year. Unused sick days are not to be carried forward from one year to the next, nor will they be paid out upon resignation, termination, or at the end of the calendar year. Employment standards requires a minimum of 3 unpaid sick days per calendar year. |
| **Pension Plan Membership:** | This position is not eligible for Long Term Disability benefits or participation in the General Synod Pension Plan of the Anglican Church of Canada. (To be used when the employee will be working less than 13.5 hrs per week)**OR**For those in a limited-term contract of 12 months or more, and who are working an average of 13.5 hours per week or more, contributing membership in the Pension Plan 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), but they are not eligible for Long-Term Disability benefits.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.**OR**For those with ongoing employment, and who are working 13.5 hours per week or more, contributing membership in the Pension Plan 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). 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. |
| **Extended Health and Dental Benefits:** | This position is not eligible for extended health and dental benefits, including accidental death and dismemberment.**OR**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 (or those who are working half-time in workplaces where full-time is less than 40 hours per week), are eligible to receive health/dental benefits, group life insurance and accidental death and dismemberment coverage. Should the number of hours worked be reduced below the threshold for eligibility, this coverage will be discontinued. 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.Group Life Insurance is included in the health/dental coverage. If the health/dental coverage is declined, eligible employees will be enrolled for life insurance and the employer and employee will share the cost of premiums. Accidental Death and Dismemberment coverage is included in the health/dental coverage. |
| **Temporary Layoff:** | 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, an employee may be subject to a temporary layoff in accordance with the Employment Standards Act, 2000 or any successor legislation.  Such temporary layoff shall not be deemed a termination or constructive termination of your employment. |
| **Termination provisions:**  | The Employee may resign her, his or their employment with at least two weeks’ notice during the first two years of employment and thirty days’ notice thereafter.In the event the Employee is employed for a finite term and unless otherwise terminated sooner, the Employee’s employment shall cease on [insert end date of limited term contract] and the Employee will not be entitled to notice or pay in lieu of notice. In no case shall the Employee receive less than his/ her entitlements under the Employment Standards Act, 2000 or any successor legislation. This paragraph should be inserted when the contract is for a limited-term (**not** for ongoing permanent employment)The Employer can terminate the employee for just cause. Should this occur, the Employee shall not be entitled to notice, or pay in lieu of notice, at common law. The Employee’s entitlement, if terminated for just cause, will be limited to that required by the Employment Standards Act, 2000 or any successor legislation (hereinafter jointly referred to as the ESA]. The Employer can terminate the Employee at any time, without just cause, by providing the Employee with the entitlements of the ESA. This may include (1) notice of termination or pay in lieu thereof, (2) severance pay (if applicable), and (3) benefit continuation (if applicable). The Employee shall have no further entitlement to notice or pay in lieu of notice at common law and agrees that he, she or they shall only be entitled to and limited to the requirements of the ESA in this respect.Notwithstanding anything contained in this Agreement, the Employee will never receive less than the entitlements required by the ESA.The Employee understands and agrees that the termination provisions contained within the immediate three preceding paragraphs, shall apply evenif there are changes to the Employee’s conditions of employment in the future (including, but not limited to a promotion, raise in salary, increase in responsibilities, etc.) |
| **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 Record Check with a Vulnerable Sector Screening no later than your start date, and, to maintain a current such checks 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 and COVID-19 Vaccination 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](http://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. Any questions related to your payroll, pension or benefits can be directed to Ms. Trish Foden, Payroll, Pension and Benefits Administrator at the Anglican Diocese of Niagara at either (905) 527-1316 ext. 510 or payroll@niagaraanglican.ca

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,

Signature here signature here signature here \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE NAME NAME NAME

Rector Rector’s Warden People’s Warden

I, NAME, hereby accept the offer of employment on the terms and conditions set out in this correspondence \_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

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Signature Date