

APPENDIX XII

Employment Contract

This Contract of Employment shall be effective as of (Insert date).

Between The Employer:

(Parish Name), a parish of the The Roman Catholic Episcopal Corporation For The Diocese of Sault Ste. Marie, in Ontario. Canada. herein referred to as the 'Parish'

(Name of Hiring Manager)

(Address)

(Phone Number)

(E-mail)

And the Employee:

(Employee Name) herein referred to as the 'Employee'

(Address)

(Phone Number)

(E-mail)

The Parties Shall Agree as Follows:

General Terms

The Employee's period of fixed-term employment with the Parish will begin on (Insert date) for a period of 1 year and will terminate on (Insert date) without the requirement of any notice or severance payments.

In accepting your position, it shall be deemed that you have accepted all the terms and conditions set out within this Employment Contract.

These terms and conditions of employment annul any previous agreement whether verbal or written given to you at any time from the Parish.

The Employee agrees that he/she has been given time and the opportunity to seek, and obtain, independent legal advice in regards to this Employment Contract.

The Employee agrees that he/she has entered into this Employment Contract under his/her own volition, and is of sound mind and body.

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Job Description

The Employee agrees to provide services to the Parish aligned with his/her skill set.

The Employee agrees that he/she has reviewed and signed the attached job description.

The Employee further agrees that position titles, job duties, responsibilities, and expectations can change in order to meet the needs of the Parish. In the event of substantial changes in job expectations, the Parish will provide advanced notice aligned with the requirements under the Ontario Employment Standards Act.

During the course of your employment with the Parish you may be demoted or promoted to alternate roles as required by organizational demands and employee skill set. Any changes to your core job duties or compensation will be done with appropriate notice, as per applicable employment legislation.

Conditions of Employment

As discussed within the recruitment process, this offer of employment is conditional based on the following bona fide occupational requirements.

The listed bona fide occupational requirements were established due to the interaction with vulnerable clients and level of financial accountability of your role with the Parish.

- Criminal Reference Check: provided to parish within 60 days after the start date.
- Vulnerable Sector Screening: provided to parish within 60 days after the start date.

The Parish, in its sole discretion, will determine if the results provided through the condition of employment requirements pose an unacceptable risk to the safety and security of the parish and its employees, clients, customers, or volunteers and may rescind this employment offer immediately.

If you still have not fulfilled the conditions of employment within 90 days after the start date or if you fail to meet the expectations of the conditions of employment, this contract will be terminated immediately with no requirement for notice, payment in lieu of notice or any other obligation as deemed under employment and/or human rights legislation.

Additional Conditions

Over the course of your employment with the Parish, you may be required to attend a medical examination by a registered medical practitioner selected by the Parish. Requests to attend an independent medical examination will be paid for by the Parish and limited to one of the following conditions:

1. Assisting the Parish in determining appropriate accommodations in order to support bona fide medical restrictions caused by illness, injury, or disability;

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2. Following a serious workplace accident as part of the investigation process; and/or
3. Determining if you are fit for duty provided that the Parish has reasonable concerns related to your fitness to perform your work responsibilities

Probationary Period

The Employee will be under probation for the first three (3) months of employment with the Parish.

During this period, your performance and conduct will be monitored. During the probationary period you will be subject to the Parish's policies and procedures.

If at the end of the probationary period your work performance or conduct does not meet the Parish's expectations, your probationary period may be extended for a period of one (1) month depending on requirements.

This contract may be terminated, by either party within the first three (3) months of work with no requirement of notice or payment of notice.

Following three (3) months of employment but still during the probationary period, either party can terminate this contract by providing one week of written notice. The Parish can provide the required week as a payment in lieu of notice.

Compensation and Deductions

The Parish agrees to compensate the Employee in the amount of (List Salary or Hourly Wage Amount).

The Parish currently issues payroll on a (Weekly, Bi-Weekly, Monthly) basis. Payroll schedule and deposit dates are subject to change at the discretion of the Parish.

Payroll is directly deposited into employee bank accounts. The Employee must provide a void cheque or deposit sheet to the Parish. Any changes in employee bank account information must be provided at least 2 weeks to ensure proper payment.

The Parish agrees to deduct all requisite taxes and submit all payable deductions as required by law including, but not limited to Employment Insurance, Income Tax, and Canada Pension Plan.

The Parish shall not recoup from the Employee, through payroll deductions or any other means, any cost(s) incurred by the recruiting and/or retaining of the Employee. These may include, but are not limited to, any amounts payable to a third-party staffing agency or recruiter.

Bonuses

Bonuses are provided at the discretion of the Parish.

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Work Location

The Employee's work duties will primarily be performed at (Insert address and location).

The Employee could be expected to perform work duties at other locations or sites deemed reasonable by the Parish.

Hours of Work

The Employee shall work (X) hours (Per Day, Week, Month) in accordance with the Parish requirements, and legislative regulations.

The Employee's typical hours of work shall be (List proposed work schedule). The Employee may be required to work extra hours in the (evenings/weekends/mornings) to meet work demands. Extra hours must always be pre-approved by (Insert Title).

Working hours and schedules are subject to change at the discretion of the Parish.

The Employee will be provided scheduled breaks and meal periods as per employment legislation and in alignment with parish practice.

The Employee is entitled to overtime after 44 hours in a work week. Extra hours are banked and available for the Employee to take paid time off of work. Please see the Parish's banked time policy for more information on the required process.

Parish Dress Code

The Parish has a professional work environment and employees are expected to comply with the Parish's Dress Code.

Employees who are not in compliance with the Dress Code policy risk progressive discipline and being sent home without pay to become compliant.

Group Benefits

After three (3) months of consecutive employment and working at least fourteen (14) hours per week, the Employee shall be entitled to the Company's benefit plan for life, accidental death and dismemberment, dental and health insurance benefits.

The Employee is responsible for completing and returning benefit enrollment forms within thirty (30) days from start date. Late enrollment may result in the benefit company requiring additional medical information that could result in a reduction or the complete loss of the entitled benefits.

Parish benefits are mandatory unless the Employee has comparable coverage or if the benefit provider denies coverage.

Parish benefits are subject to change at the discretion of the Diocese of Sault Ste. Marie.

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Parish benefits will automatically cease if the employee is absent from work, regardless of injury or disability, for a period of six (6) months.

(Update wording to reflect parish actual situation)

Parish benefit premiums are co-paid between the company and the Employee. The Employee is responsible for paying (Insert percentage) of the premium. Premiums are deducted (Insert timeframe) from payroll.

RRSP Contribution

The Parish provides employees with a personal RRSP contribution. To be eligible, employees must work a minimum of twenty-four (24) hours per week. The Parish will contribute 3% of annual income up to a maximum of \$1,000. The Employee may elect to receive a cash payment in lieu of the RRSP contribution.

Entitlements

Entitlements are subject to change at the discretion of the Parish. Entitlements may be deemed a taxable benefit as per Canada Revenue Agency guidelines and as such will be processed accordingly through payroll.

Time Away From Work

The Employee is entitled to (X) days of vacation. Vacation time must be booked in accordance with company practice.

The Employee is entitled to six (6) days of sick leave. A certificate or note from a qualified medical practitioner must be remitted to the employer following a period of **three (3) consecutive days** of absence caused by illness. The note should indicate the employee's inability to attend to his/her duties. The note should **approve** the absence and **not justify** or **identify** the medical condition.

The Employee is entitled to the recognized statutory holidays as per policies of the Diocese of Sault Ste. Marie and Ontario Employment Standard Act. The Employee must fulfill the obligations under legislation in order to ensure payment and recognition for the outlined holidays.

Time away from work above and beyond the outlined entitlements will be unpaid and provided in accordance with recognized and applicable employment legislation. Extended time away from work may require the employee to provide medical information ensuring that he/she is fit for duty. Required medical information could include but is not limited to: a functional abilities assessment and/or a second medical opinion by a registered medical practitioner selected and paid for by the Parish.

Workplace Safety Insurance (Workers' Compensation)

The Parish agrees to register the Employee under all relevant provincial government insurance plans.

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The Parish agrees not to garnish funds from the Employee's wages for the purposes of paying this type of insurance.

The Employee agrees to comply with the requirements within the provided workplace safety insurance.

Best Efforts

The Parish agrees to act in good faith, through consistent practice and clear expectations.

The Parish agrees to provide policies and direction related to parish expectations.

The Employee agrees to read, review, and seek to fully understand the Parish policies, practices, direction, and expectations as they relate to (his/her) role within the Parish.

The Employee agrees that (he/she) will at all times perform (his/her) job duties in a faithful, industrious manner to the best of (his/her) abilities, and perform all of (his/her) required job duties to the reasonable satisfaction of the Parish.

Workplace Concerns

The Parish recognizes that from time to time conflicts or disagreements may happen and as such has developed a process for employees to address workplace concerns.

The Employee agrees to address all concerns related to the workplace, including but not limited to, performance, wage, discipline, safety, harassment, discrimination, human rights, termination, conduct or other violations through the Parish's Conflict Resolution process.

Outside Employment

The Employee shall devote the focus of (his/her) time, attention, knowledge, and skills solely to the business and interest of the Parish, and the Parish shall be entitled to all of the benefits, profits, inventions, ideas or other issues that arise from or are incidental to all performance of work, services, and professional advice produced by the Employee.

Nothing contained within this contract shall be deemed to prevent, discourage or limit the rights of the Employee of investing any of (his/her) funds or capital in any publicly-owned or regularly traded in any public exchange, nor shall anything contained herein be deemed to prevent or discourage the Employee from investing or limiting the Employee's right to invest funds or capital in real estate.

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Confidentiality

In working for the Parish, the Employee shall not divulge, disclose, provide, or disseminate any confidential information to any third party not employed by the Parish at any time, unless the Parish gives prior written authorization. Furthermore, confidential information shall not be used for any purpose other than its reasonable use in the normal performance of employment duties for the Parish.

Confidential material shall be defined as any materials or information relating to:

- Project management
- Technical management
- Investment plans
- Supply chain information
- Human resource planning
- Parish financial information, status and statements
- Any information, or documentation labeled "Confidential" by the Parish, or listed as such by separate memorandum, or e-mail that informs of confidential status
- Any information pertaining to the Parish's parishioners

The Employee agrees that any dissemination of confidential information to any third party may create an adverse reaction to the Parish, and will constitute a breach of this contract. As a result of any breach of contract wherein confidential information is disseminated, the Parish is entitled to seek damages through legal means.

The Employee agrees not to disseminate any confidential information for the duration of (his/her) employment with the Parish and after the termination of the Employee's employment for any reason.

Ending of Employment Contract

This Employment Contract may be terminated by the Employee by providing fourteen (14) days written notice.

The Parish reserves the right to end employment at any time without cause. In the event employment is ending without cause, the Employee will be provided with notice or pay in lieu of notice in accordance with the Ontario Employment Standard Act. All benefits and entitlements owed to the employee will be maintained during the required notice period.

In the event that the employee is unable to work for a consecutive period of six (6) months, it will be deemed a frustration of contract and the Employee will be provided with notice or pay in lieu of notice as well as any severance entitlements in accordance with the Ontario Employment Standard Act. All benefits and entitlements owed to the employee will be maintained during the required notice period.

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The Parish can terminate this agreement at any time for just cause in the event that the Employee breaches any term or condition of this contract or for reasons listed under the Ontario Employment Standard Act including but not limited to: insubordination, abuse of company policy and practice, dishonesty, theft, violence, harassment, violations of the Parish code of conduct, refusal of reasonable alternative work, unforeseeable or unpreventable causes beyond the control of the Parish and refusal to return to work following a temporary layoff. During a just cause termination the employee will not be entitled to any notice or compensation. The Parish uses a process of progressive discipline based on the seriousness of the offense. The typical process of progressive discipline involves (Include number of steps, e.g., five steps including an unpaid suspension) with the final step resulting in a just cause termination. The Parish reserves the right to advance steps based on the seriousness of the offence.

In the event of economic downturn or changes within the business, the Parish may enforce layoffs in accordance with the Ontario Employment Standard Act. In situations such as this, the Parish will provide notice or payment in lieu of notice, any applicable severance entitlements and benefit coverage as outlined within the Ontario Employment Standard Act and any other applicable legislation.

If the ending of employment is a result of the discontinuance of business, the Parish will align with provincial legislation on the continuance of business expectations and/or the notice or payment in lieu of notice, any applicable severance entitlements, and benefit coverage applicable under the Ontario Employment Standard Act and any other applicable legislation.

Modification of the Employment Contract

Any modification of this Employment Contract (or any additional obligation assumed by either the Employee or the Parish in connection with this Employment Contract shall be binding only if supported by written documents signed by each party or an authorized representative of each party.

Effect of Partial Invalidity

The invalidity of any portion of this Employment Contract will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, both the Employee and the Parish agree that all remaining provisions shall be deemed to be held in full force and effect as if they had been executed by both parties subsequent to the deletion of the invalid provision.

Legal Compliance

All agreements, covenants, and declarations in this agreement have been designed to comply with the employment laws of Ontario. This contract will be subject to all applicable employment legislation.

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Any legal action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of Ontario shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

No Waiver

Where either party fails to enforce any of the terms or conditions of this Employment Contract, this shall not be grounds for the waiver of this Employment Contract.

Regardless of any previous failure to enforce the terms or conditions of any part of this Employment Contract, the validity of this Employment Contract will remain un-impeached and remain in full force and effect as if no such failure or waiver had transpired.

In witness whereof the parties state that they have read and accepted all the terms and conditions stipulated in the present contract.

Acknowledgements and Agreements

This Employment Contract was prepared on (Insert date) by (Insert name and position title), on behalf of the Parish.

I acknowledge that I have the legal authority and authorization to represent the Parish through the offer of this Employment Contract.

Employer Representative Name

Position Title

Authorized Signature Date

I accept these Terms and Conditions of Employment as set out within the Employment Contract.

DATED at _____, this ____ day of _____, 20(XX).

the Employee

Authorized Signature

Date

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Additional Note:

Each page of the employment agreement should be initialise by the employee and the parish representative to demonstrate that the whole document was reviewed with the employee.

If there is any question about any portion of this agreement or wish to remove a section, the parish should consult with the Diocesan Financial Administration Office to ensure that it is acceptable to do so.

If you need help to create certain parish policies in order to comply with this employment agreement, you may contact the Diocesan Financial Administration Office for sample policies if not included in this manual.