

Instructions and Information for Fixed-Term Employment Agreement Template

General Information

- The following template is for **fixed-term employees**. A fixed-term employee:
 - earns employment income,
 - works as an integral part of the organization,
 - takes ongoing direction from a parish supervisor,
 - is on payroll, with statutory deductions made and a T4 issued by the parish, and
 - has a set end date to the employment agreement (i.e. it is for a specified period of time).
 - may work full or part time, and
 - may be entitled to benefits (if provided by the parish).
- This template is only for an employee who works on a contract basis for a short, fixed amount of time and must include both a start and end date.
- Fixed term contracts are normally for 1 or 2 years. You should not have long-term employees working for the parish that you still consider contract employees.
- Typically, a fixed-term contract can be extended once, after which the Parish should determine if this is a permanent position or if the position is ending.
- A fixed term contract employee is not the same thing as an independent contractor. Be careful not to confuse the two or the church may be subject to penalties or other statutory obligations.

If the above does not apply to the situation you are looking for, please refer to the [Permanent Employee](#) template or the [Independent Contractor](#) template.

Instructions

- Items in square brackets “[]” need to be completed based on the specifics on the agreement and your parish. For example, replace [Parish Name] with the legal name of your parish. If you find it easier, you can use the *Find* mode in Microsoft Word to find all instances of [Parish Name] and *Replace* it with the actual name of your parish.
- The **Purpose of Position** is meant to be a short summary. For example, “The Sexton will maintain the cleanliness, appearance and security of the Church’s buildings and the surrounding grounds to the highest possible standards.”
- **Major Responsibilities:** This is a highlight of the major components of the job and does not necessarily include every single task the person is responsible for. This section outlines the expectations of the responsibilities of the work. The last responsibility should always be “Other Duties as assigned”.
- **Terms and Conditions 1: Screening**
All employees must be ranked as a high-risk ministry, therefore every employment agreement must include this term.
- **Terms and Conditions 2: Full or Part Time**

Specify if the position is full or part time. If it is a part time position, you will also want to specify the number of hours to be worked, i.e. 1/2 time, 10 hours per week, etc.

- **Terms and Conditions 6: Benefits and Pension eligibility.**

- If your parish participates in the National Church Lay Benefit and Pension Plan, and this employee is eligible to participate you will need to include this term. Verify with the National Church Pension Office if the fixed-term contract meets the eligibility criteria of the plans. Very short term contracts are not eligible.
- If your parish participates, but the employee is not eligible then you will need to change the term to state “This position is not eligible for enrollment in the Lay Benefits and Pension Plans of [Parish Name].”
- If the position is part-time, the employee must work at least 20 hours per week to qualify.
- If your parish does not offer Benefits and Pension then remove this term entirely.
- If your parish is interested in enrolling in the plans, please contact the Pension Office at 416-960-2484. Please note that the Pension and Long Term Disability are offered together, and the Health, Dental, Vision, and Insurance are offered together.

- **Terms and Conditions 7: Sick Days/ Short Term Disability**

The Parish should have a policy about sick days and/or short term disability that is consistently applied. There is no legal requirement to provide paid sick days, although many organizations offer between 5 and 10 per year. If your parish has a set number of annual sick days, enter that information. If your parish sick days and/or short term disability policy is different, provide information about the policy instead of the term stated in the template. Your parish may have different practices for permanent and fixed-term contract employees. Complete this term based on your parish’s policy.

- **Terms and Conditions 8: Vacation**

By law, the vacation cannot be less than 2 weeks per year. If your parish offers more, or if the position is eligible for more state the vacation entitlement in the term. If the parish policy specifies how long the person must work before they can take vacation (i.e. 6 months) or any other details they should be specified here. If the fixed-term contract is for 12 months or less, you can choose to pay out vacation rather than providing time off. This is generally done by adding 4% to each pay for vacation. If this is your practice, you will need to change the term to reflect this.

- **Termination: Parish Notice Period**

For a one-year contract this cannot be less than 2 weeks, but it can be more. For a two-year contract you may want to consider increasing this to 3 or 4 weeks, but are not required to do so.

- **Termination: Benefits**

If your parish does not offer benefits then remove the last sentence of the first paragraph “The Parish will continue group benefit coverage only as required to comply with the ESA.”

- **Termination: Employee Notice Period**

This should match the same notice period used in the paragraph above.

Final Checklist

- Remove all square brackets.

- Complete all terms and conditions.
- Remove any information not needed for this employment agreement, including these instructions and the footer.
- Print every page on parish letterhead.
- Signed by both Churchwardens and the Incumbent and dated.

Disclaimer

The Incorporated Synod of the Diocese of Toronto has posted this document as precedents or templates solely for the use of the parishes in the Anglican Diocese of Toronto. All posted documents should be used solely as a guide and are not a substitute for legal advice. Before using any document, consider any other matters relevant to your situation that may not be covered by the document and which may require revisions or additional language to the document. Each parish is advised to seek its own legal advice regarding any employment matters. The Incorporated Synod of the Diocese of Toronto assumes no responsibility or liability for the use, interpretation, application, enforcement or effectiveness of any posted documents or for any parish employees.

**This is a temporary employment agreement between
[Parish Name]
and [Employee Name]
for the time period between
[Start Date] and [End Date]
[Employee Name] will be engaged as the [Job Title]**

PURPOSE OF POSITION

The position provides [short position summary; 1-3 sentences]. All activities with this position must be achieved in a manner consistent with the policies and procedures of [Parish Name].

MAJOR RESPONSIBILITIES

1. [The major responsibilities from the job description]
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
11. Other duties as assigned.

TERMS AND CONDITIONS

1. Under the *Responsible Ministry: Screening in Faith* policy, this position is a high-risk ministry position. Therefore, this offer of employment is conditional upon a satisfactory background check, obtained through the Diocesan approved process. As such, prior to beginning this position, the Diocese must have obtained a copy of [Employee Name]'s criminal record check and [Parish Name] must have cleared you for high-risk ministry. [Employee Name] is required to attend the next Sexual Misconduct Policy workshop of [Parish Name].
2. As an employee of [Parish Name], it is a fundamental term of your employment that you are fully vaccinated against COVID-19 prior to beginning to this employment. To verify that you are fully vaccinated, you need to show proof of being vaccinated with two doses of a vaccine approved by Health Canada to the Churchwarden. The second dose must have been administered at least two weeks prior to the start of this employment. You are also required to be in compliance with all applicable health and safety measures, including but not limited to workplace screening, wearing a mask or face covering, using provided PPE, maintaining appropriate physical distancing and self-monitoring for potential COVID-19 symptoms when on site or otherwise engaged in Diocesan business.

- 3.
4. This [full]-time, contract position commences [start date] and will terminate automatically on [end date] (the “Expiration Date”), subject to the rights of termination provided for later in this agreement.
5. This position is subject to a probationary period of three months, during which this agreement can be terminated without notice or severance.
6. [Employee Name]’s salary will begin at \$[amount] annually All remuneration will be prorated for any partial year, and is subject to withholdings and deductions required by law and Parish policy, the costs to be shared by the employee and the employer as policy dictates.
7. Payment will be made on [payroll schedule, i.e. 25th of every month, or every 2nd Thursday, etc.] and will be subject to standard statutory deductions.
8. [Employee Name] will be eligible for enrollment in the Lay Pension and Benefits Plans of the Anglican Church of Canada which include: Extended Health Care, Dental Coverage, Vision Care, Basic Group Insurance, Long Term Disability, and General Synod Pension Plan. Benefits may include compulsory employee participation and the employee contributions at levels determined by the Plans. The Parish regularly reviews the Benefit Plans, as well as its insurance carriers, and accordingly, reserves the right to both amend the Benefit Plans and change its carriers, where appropriate, without further notice to the employee.
9. [Employee Name] is entitled to [#] sick days per year, beyond which any time taken due to illness or personal reasons will be unpaid.
10. [Employee Name] is entitled to [#] weeks vacation a year with pay to be scheduled at the mutual convenience of the parties, but which cannot be scheduled during festival seasons of the church.
11. The Parish will reimburse [Employee Name] for all reasonable work related expenses as per parish policy.
12. The [Job Title] will report to and meet regularly with the [Supervisor’s Title] or his/her designate. Annual performance reviews will take place.
13. [Employee Name] agrees to devote [his/her] working time and attention and exert [his/her] best efforts in the performance of [his/her] duties. It will be the expectation that [Employee Name] will participate in all appropriate staff meetings for the position of [Job Title].
14. The regular office hours are between [start time] and [end time] with a one-hour lunch break. However, some flexibility of hours is required to accommodate the variety of work load and parish activities at particular times of the year.

TERMINATION

After the probationary period, [Parish Name] may terminate this Agreement at any time without notice or payment in lieu thereof if [Employee Name] engages in conduct that constitutes just cause under common law. In the absence of just cause, [Parish Name] may terminate this Agreement for

any reason, other than cause, by providing [two weeks' notice] and severance. The Parish will continue group benefit coverage only as required to comply with the ESA.

[Employee Name] may terminate this Agreement for any reason by providing [two weeks'] written notice. [Parish Name] may waive all or part of this notice period in its sole discretion but agrees to pay [Employee Name] the wages that [he/she] would have been paid had [he/she] worked until the end of the notice period.

ETHICS AND CONFIDENTIALITY

[Employee Name] will comply with the policies and guidelines of [Parish Name] regarding confidentiality. [He/She] will not communicate or divulge confidential or financial information which [he/she] will acquire in the course of [his/her] contract or any time thereafter.

A violation of this section of the Agreement may result in prosecution and/or discipline up to and including dismissal.

CONCLUSION

In witness whereof the parties hereto have executed this Agreement as of the date first above written.

Date

Rector's Churchwarden

People's Churchwarden

Incumbent

Date

[Employee Name]