

## **Directive 5.5.1 Archdiocesan and Parish Lay Employees**

This directive provides parishes and chancery offices with detailed information and directions about hiring, conditions of employment, and requirements for termination of the employment of lay employees.

- **Job description**

All paid positions in the chancery and parishes of the Archdiocese must have a written job description. The job description must include: the title/name of the position; the immediate supervisor; a summary statement about the position; the qualifications, required and desirable, needed for the position (education, skills, experience, and personal); positions being supervised; the position's duties and responsibilities.

**For chancery positions:** the Archbishop prepares the description, in consultation with the Curia and the Council of Priests/College of Consultors.

**For parish positions:** the parish priest prepares the description, in consultation with the Parish Pastoral Council and the Parish Finance Council. To assure compliance with all archdiocesan policies and provincial and federal legislation, the parish priest will also consult the Archdiocesan Finance Administrator about the contents of the job description.

- **Recruitment**

The Archdiocese strongly encourages the use of an open and transparent recruitment and selection process for all paid positions in the chancery and parishes of the Archdiocese. To assure this objective is met, the Archdiocese requires that the chancery and parishes seeking to fill a paid position:

- **(Parishes only)** Consult with the Archdiocesan Finance Administrator before beginning the recruitment process, to ensure all financial and legal obligations have been considered;
- Advertise the position for at least two weeks;
- Interview all qualified applicants;
- Select the best candidate from among those interviewed; and,
- Make an offer of employment, in writing, to the selected candidate. Upon acceptance of the offer by the candidate, notify all other candidates, in writing, of the decision.

- **Employment contract**

The employment contract will form the basis of the offer of employment (see above) and be part of the employment conditions (see below). A sample employment contract may be found in Appendix A of this directive.

- **Screening requirements for employees**

Policy 5.1.1 Responsible Ministry and Policy 5.1.2 Safe Environment in the *Policy Manual of the Archdiocese of Grouard-McLennan* apply to all employees of the Archdiocese and its parishes. All employees must read the Code of Conduct of the Archdiocese and submit a completed form 5.1.c on or before the first day of employment. All new employees must provide a Vulnerable Sector Check from the RCMP (or other applicable police force) and a Child Welfare Intervention Record Check within 90

days of beginning employment and at any other time they are requested to do so by the Archdiocese or the parish of employment. Failure to provide these documents is grounds for termination of employment.

- **Employment conditions**

The chancery and parishes of the Archdiocese shall always use an individual employment contract for paid positions. The terms of the contract must, at a minimum, meet the requirements of the *Employment Standards Code* of Alberta for: wages; hours of work; overtime hours and pay; holiday pay; vacation pay; other leave; and termination of the contract. The Archdiocesan Finance Administrator must approve all employment contracts before they are signed by the employer and employee (i.e., the parties to the contract).

- **Termination of employment**

As is the case with conditions of employment, the chancery and parishes of the Archdiocese, when acting as employers, are obliged to, at a minimum, meet the requirements of the *Employment Standards Code* of Alberta when terminating employment. These requirements include: respecting the terms of the employment contract; providing written notice; and, ensuring all owing amounts for regular pay, vacation pay, overtime and any other relevant pay are paid within three days of the expiry of the notice period. (Some exceptions apply.)

To assure compliance with all archdiocesan policies and provincial and federal legislation, the parish priest will consult the Archdiocesan Finance Administrator before beginning the process to terminate the employment of a parish employee.

Promulgated by the College of Consultors on 26 March 2019

## Appendix A

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

*Name of Parish/Archdiocese*

*Street Address and Town of Parish/Archdiocese*

In the Province of Alberta

(Hereinafter called the “**Employer**”)

and

*Name of Employee*

*Street Address and Town of Employee*

In the Province of Alberta

(Hereinafter called the “**Employee**”)

**The parties to this agreement, in consideration of the terms and covenants hereinafter contained, agree as follows:**

### 1. Employment

1.1 The employer hereby engages the employee as *[name of position]* of the employer effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### 2. Duties

2.1 The employee shall perform the duties of *[name of position]* as listed in Schedule # attached to this agreement and any other services which may be related to this employment and as assigned by the employer.

2.2 The employee shall devote his/her attention solely to the execution of the employment duties and he/she shall not engage in any other business or occupation of a permanent nature during the hours of employment.

### 3. Hours of Work

3.1 The regular hours of work of the employee shall be as follows:

- \_\_\_\_ day of week \_\_\_\_ to \_\_\_\_ day of week \_\_\_\_ from \_\_\_\_ a.m. to \_\_\_\_ p.m.  
and, from \_\_\_\_ p.m. to \_\_\_\_ p.m.

- Any exceptions to this schedule must receive the prior approval of the employer.

### 4. Probationary Period

4.1 This employment is subject to a six (6) month probationary period concluding on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

4.2 After three months from the date of commencement of employment and at the end of the probationary period, an employee performance review shall be conducted with the employee.

4.3 Upon the successful completion of the probationary period the employer may award permanent employment status to the employee.

### 5. Remuneration and employee benefits

- 5.1 The employer shall pay the employee at the rate of \$\_\_\_\_\_ per hour, payable on the last work day of each month during the term of employment. This wage shall be reviewed on an annual basis whereas the employer may, at his sole discretion, award an increase in compensation.
- 5.2 The employer shall award vacation pay to the employee at the rate of 4% of his/her regular pay, payable on a monthly basis. The employee will have the option of requesting an annual payment of his/her vacation pay which would be payable on or before the 31<sup>st</sup> of December of each year.
- 5.3 The employer shall provide the following employee benefits to the employee:
- |  |  |
|--|--|
| <input type="checkbox"/> Life Insurance                      | <input type="checkbox"/> Medical Insurance |
| <input type="checkbox"/> Short term and Long term disability | <input type="checkbox"/> Pension Plan      |
| <input type="checkbox"/> Vision care                         | <input type="checkbox"/> Dental Care       |
- (Delete any benefit which is not provided by the employer)*

The employee agrees to pay \_\_\_\_\_% of the premium for the specified employee benefits.

**OR**

- 5.3 As this is a part-time employment the employer will not provide any employee benefits to the employee.

**6. Vacation Leave**

- 6.1 The employer shall award a minimum of two (2) weeks of unpaid vacation leave to the employee per calendar year. Additional leave of absence may be granted with the mutual consent of the employer and employee.

**OR**

- 6.1 The employer shall award \_\_\_\_\_ days of paid vacation leave to the employee.  
*( In this case, the employer would not be paying the 4% vacation leave pay – section 5.2 would be deleted)*
- 6.2 As much as possible, the dates of the said vacation leave should be scheduled with the employer at least one (1) month prior to the leave of absence.

**7. Termination of Employment**

- 7.1 Either party may terminate this employment by serving a notice of intention to the other party in writing \_\_\_\_\_ days prior to the last day of employment.
- 7.2 The employer may terminate this agreement at any time, without notice, for any contravention of the terms of employment or failure on the part of the employee to exercise his/her duties as specified in clause no. 2.
- 7.3 In the event of a termination of employment pursuant to clause 7.1, the employer may provide payment of compensation in lieu of the said notice.
- 7.4 In the event of the death, or total incapacity of either party, or if the employer ceases to carry on the business or becomes bankrupt, this agreement will become null and void.
- 7.5 In the event of the sickness or disability of the employee incapacitating him/her from performing the duties referred to herein for three (3) consecutive weeks, the employer may terminate this agreement, without notice, upon payment of compensation in lieu of the specified notice, in addition to all arrears of salary up to the date of termination.

**8. General**

- 8.1 The employee shall not, either during the term of his/her employment or at any time thereafter, disclose to any person, firm or corporation any information concerning the business or affairs of the employer which the employee may have acquired in the course of or incidental to his employment, whether for his own benefit, or to the detriment or possible detriment of the employer.
- 8.2 The employee agrees to abide by the *Policy Manual of the Archdiocese of Grouard-McLennan*, in its present form and all amendments and additions made during the period of employment. The employee agrees to furnish all documents provided for in Policy 5.1.1 and Policy 5.1.2.
- 8.3 There are no conditions to this agreement, either subsequent or precedent, except as set forth herein. This agreement constitutes the entire agreement between the parties and no representations or warranties have been made by the Employer or the Employee except those contained therein.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals or caused their corporate seals to be affixed, authenticated by the signatures of their proper officers, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**EMPLOYER:**

***(Name of Parish)***

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**EMPLOYEE:**

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Witness)

**Schedule 1**      ***Name of Position – Job description***

*List of duties:*

- *Duty one*
- *Duty two*
- *Duty three*