Ministry and Personnel Committees: Lay Employee Document Templates



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Information on recruitment of lay employees, interviews, and selection as well as performance reviews can be found in the following documents:

Ministry and Personnel Committees: Policy, Procedures, Practices (united-church.ca)

Resources for Ministry and Personnel Committees (united-church.ca)

Lay Employees fall under Ontario's Employment Standards Act. For information visit: Your guide to the Employment Standards Act | ontario.ca

Note concerning the templates and Samples in this document:

We give thanks to God for the work of Dale Hildebrand, Former Pastoral Relations Minister for Shining Waters and Conference Personnel Minister for the former Toronto Conference who created the templates and samples found in this document. They are from a workshop led in 2015.

The template and samples are for reference only and communities of faith need to ensure that documents meet up to date legislation.

This information pertains only to lay employees and not ministry personnel.

1. Lay Employee Position Description:

Position descriptions are important during the hiring of new employees. Equally important, they help to focus the work and provide an invaluable tool for employees and Ministry and Personnel Committees to raise questions or concerns. Position descriptions help prevent position creep wherein more tasks get added and key responsibilities get missed.

The position description defines the position as a whole and not a certain employee's work. This is helpful if an employee requires a leave of absence or resigns and a new or temporary employee needs to be hired.

Position descriptions need to be realistic in terms of the hours in relation to the work outlined. Ministry and Personnel Committees can support realistic work demands by regularly consulting with the employee to see if the workload is too high and the position description needs to be adapted or if support around time management is required.

Position descriptions should be reviewed with employees regularly (ex. during the annual review). Any changes to position descriptions need to be approved by the governing body and should not alter the employees work without consultation and agreement in order to avoid a constructive dismissal situation (where the employees work changed and they felt they had no option but to resign).

Your Ministry and Personnel Committee will also need to review the information on position descriptions from Ministry and Personnel Committees: Policy, Procedures, Practices (united-church.ca) starting on page 25.

Lay Employee Position Description Template

--- Church Letterhead ---

Job Title: The formal title of the position

Reports to: The title of the position that job incumbent reports to

Job Purpose

Provide a brief description of the general nature of the position; an overview of why the job exists; and what the job is to accomplish.

The job Purpose is usually no more than four sentences long

Duties and Responsibilities

List the primary job duties and responsibilities using headings and then give examples of the types of activities under each heading. Using headings and giving examples of the types of activities to be done allows you to develop a flexible job description that encourages the employee to 'work outside the box' and within reason, discourages "that's not my job."

- Identify between three and eight primary duties and responsibilities for the position
- List the primary duties and responsibilities in order of importance
- Begin each statement with an action verb
- Use present tense of verbs
- Use gender neutral language such as 'the employee' or 'they/them'
- Use generic language such as photocopy instead of Xerox
- Where appropriate use qualifiers to clarify the task where, when, why, or how often – for example instead of "greet visitors to the office" use "greet visitors to the office in a professional and friendly manner"
- Avoid words that are open to interpretation for example instead of "handle incoming mail" use "sort and distribute incoming mail"

Qualifications

State the minimum qualifications required to successfully perform the job. These are qualifications that are necessary for someone to be considered for the position.

All qualifications must comply with provincial human rights legislation.

Qualifications include:

- Education
- Specialized Knowledge
- Skills
- Abilities
- Other Characteristics such as personal characteristics

- Professional Certification
- Experience

Working Conditions

If the job requires a person to work in special working conditions this should be stated in the job description. Special working conditions cover a range of circumstances from regular evening and weekend work, shift work, working outdoors, working with challenging clients, and so forth.

Physical Requirements

If the job is physically demanding, this should be stated in the job description. A physically demanding job is one where the incumbent is required to stand for extended periods of time, lift heavy objects on a regular basis, do repetitive tasks with few breaks, and so forth.

Accessibility

Example wording: As part of our ongoing commitment to the Accessibility for Ontarians with Disabilities Act, _____ will aid employees who request accommodation throughout their employment with us, unless the position is deemed to be a bona fide occupational requirement and/or to the point of undue hardship considered issues of health, safety and cost.

Direct Reports

List by job title any position to be supervised by the incumbent.

Approved by: Signature of the person with the authority to sign the job description

on behalf of the governing body

Date Approved: Date upon which the job description was approved **Reviewed:** Date when the job description was last reviewed

Ideally, a job description should be reviewed annually and updated as often as necessary.

2. Letter of Offer

Following interviews, a verbal offer is made to the applicant. If there is verbal confirmation of employment this is followed by a letter of offer and an Employment Contract.

The letter of offer lets the individual know that the job is being offered to them and broadly outlines what the employment involves (ex. salary, benefits) whereas the contract goes into greater detail.

Sample Letter of Offer

August 8, 2015 Mr. James Johnson 241 Woodmount Pl. Fair Valley, ON M4L 2W8

Dear James:

I am pleased to offer you the position of Director of Music at Trinity United Church, Fair Valley, Ontario effective October 1, 2015. This is a permanent full-time position, reporting to the Ministry & Personnel Committee of the church.

You will be paid an annual salary of \$65,000. You will be paid through the payroll service of the United Church of Canada on the 15th of the month for the whole month. You will be paid a cost-of-living increase on the anniversary date of your employment each year, based on the rate set by the United Church of Canada.

Your annual vacation entitlement will be 20 days. During 2015, this will work out to 5 days. Vacation time should be scheduled in cooperation with the Ministry and Personnel Committee Chair.

You will be enrolled in the United Church of Canada Pension and Benefits Plan effective November 1, 2015 assuming all eligibility requirements are met. Membership in the Pension and Benefits plan is compulsory for all our permanent staff who work more than 14 hours/week.

A copy of the human resources policy manual of Trinity United Church will be provided to you upon acceptance of this employment offer letter.

This offer includes a probationary period of three months from the day of appointment, which will ensure the parties to this contract have the opportunity to evaluate both the work of the employee and the suitability of the workplace for the employee.

This offer is in effect until August 22, 2015. If you are in agreement with the terms of this offer, please sign both copies of the letter and return one to myself.

We look forward to welcoming you to the staff of Trinity United Church. Sincerely,

Janice Smith		
Janice Smith,		
Chair, Ministry & Personnel Committee		
Trinity United Church		
(James Johnson)	(Date)	

3. Lay Employee Contract

While the position description outlines the position, employment contracts outline the terms of employment with an individual. It is presented to the employee and signed. It often accompanies the employment offer.

Items to consider

- Overtime What is the policy in terms of overtime hours? When is overtime paid and when is it to be taken as lieu time? When does the employee need to consult with Ministry and Personnel Committee about overtime? Example: if there is overtime over 5 hours, or if their overtime is submitted for more than two weeks in the month. The position can allow flexibility; however, the work should be able to normally completed within the timeframe provided. If not, the position description may need to be reviewed or support offered around time management.
- Continuing Education Is there funding available for continuing education for the employee to build on their skills? For example, attending a Church Administrator conference.
- Probation Period Is there a probation period in which the person will be assessed if they are the right fit for the position?
- Confidentiality Does the employee have access to information that is confidential or sensitive? For example: financial giving, payroll information, confidential information left in the office or will be in earshot of private pastoral care conversations between the minister and congregation members. If not included in the contract, a conversation should take place around expectations around private information shared with staff and when it is appropriate to share. Often congregation members will share with church frontline staff, for example administrators, information they do not wish to be shared. Clear expectations can help people avoid embarrassment or conflict.
- Sick Leave, Vacation, Time Off Will sick time and vacation time be the minimum as outlined in the Employment Standards Act or will more time be given? What is the policy for asking for additional time off – who does the employee consult with? Can an employee carry over any amount of unused vacation time?
- Reasonable Accommodation All employers are required to abide by the
 Ontario Human Rights Code and Ontarians with Disability Act. Employers are
 prohibited from discriminating against people based on a protected ground (<u>The Ontario Human Rights Code | Ontario Human Rights Commission (ohrc.on.ca)</u>).
 Awareness about employers' responsibility to meet reasonable accommodations is important. You can find information about how to respond to request for

accommodations at: <u>Duty to Accommodate: A General Process For Managers -</u> Canada.ca.

o An example from an employment contract:

Accommodation – As part of our ongoing commitment to the Accessibility for Ontarians with Disabilities Act, _____ will aid employees who request accommodation throughout their employment with us, unless the position is deemed to be a bona fide occupational requirement and/or to the point of undue hardship considered issues of health, safety and cost.

- **Contract Term** – Is the contract for a set length of time, or is it open ended?

Sample Lay Employee Contract

St. Joseph's United Church 987 Oak Street Smallville ON M7T 5H0

Date

Mary Smith 123 Acorn Street Smallville ON M7T 5H0

Dear Mary:

We are pleased to confirm the following details concerning your appointment as Church Office Administrator in St. Joseph's United Church, effective 1 July, 2015:

- Legal Status you will be considered a 0.5 FTE employee of St. Joseph's United Church, effective July 1, 2015 to June 30, 2016. While in this position you are protected by and subject to the Employment Standards Act of the Province of Ontario.
- 2) <u>Job Description</u> the Church Office Administrator's job description is attached to this offer letter. The job description will be reviewed annually by the Administrator and the Ministry and Personnel Committee of St. Joseph's United Church. Changes to the position description require the approval of the Official Board, upon recommendation of the Ministry and Personnel Committee.
- 3) <u>Accountability</u> the Church Office Administrator is accountable to the Official Board of St. Joseph's United Church through the Ministry and Personnel Committee.
- 4) <u>Working Hours</u> the official full-time work week used for salary calculations is 40 hours per week. At 0.5 FTE, the Church Office Administrator's work hours are 20 hours per week.
 - Your schedule will be Tuesday Friday, 10:00 a.m. 3:30 p.m. with an unpaid 30-minute break for lunch.
- 5) <u>Financial Remuneration</u> You will be paid a wage of \$20.00/hour. Overtime of 5 hours /week or less will be compensated according to the Ontario Employment Act standards. Overtime of more than 5 hours/week will be compensated with time in lieu. Your salary will be paid by direct deposit into your bank account on the second last banking day of the month

- 6) **Benefits** your benefits include:
 - a) United Church of Canada Pension and Group Insurance Plan you will be a member of the United Church Pension and Group Insurance Plan. Enrollment in the Pension and Group Insurance Plan will be effective the first day of work following the probationary period (see below).
 - b) **Vacation** As a 0.5 FTE employee, you will be entitled to 7.5 full days of vacation annually. Vacation is calculated on an anniversary date system and is accrued on a monthly basis. You will be earning .625 days per month. Vacation may be taken up to the point of credit earned at any time during the year upon approval of the Ministry and Personnel Committee.
- 7) Office and Equipment office space will be provided for the Administrator at St. Joseph's United Church, and equipment supplied will include basic telephone (excluding personal long-distance calls) and a computer with internet access.
- 8) Probationary Period this contract includes a three-month probationary period, which begins on the first day the Administrator begins work for St. Joseph's United Church. The Ministry and Personnel Committee will conduct a performance review of the Administrator during the probationary period, and will recommend to the Official Board whether the probationary period has been satisfactorily completed. The Official Board reserves the right to terminate your employment at any time during your probationary period with a notice period which meets Ontario employment standards.
- 9) <u>Conflict Resolution</u> if conflicts or perceived conflicts arise, the Church Office Administrator will work with the Ministry and Personnel Committee to resolve these conflicts in accordance with Section J6 of *The Manual of the United Church of Canada*.
- 10) Accommodation as part of our ongoing commitment to the Accessibility for Ontarians with Disabilities Act, St. Joseph's United Church will aid employees who request accommodation throughout their employment with us, unless the position is deemed to be a bona fide occupational requirement and/or to the point of undue hardship considered issues of health, safety and cost.
- 11) Police Records Check a satisfactory police records check that includes a Vulnerable Sector check, is to be provided at the Church Office Administrator's expense prior to beginning work in this position.

This offer is in effect until *(date)*. If you agree with the above terms, please sign and date all copies of this letter where indicated below, retain one for your personal files, return two copies to the Church Office, one to the attention of the Official Board Secretary, June Jones, and the other to the attention of the Chairperson of the Ministry and Personnel Committee. John Doer.

We look forward to having you join the staff of value the skill you bring to the important role or	·
Sincerely,	
June Jones	
June Jones, Secretary of the Official Board St. Joseph's United Church	
I agree with the terms and conditions outlined Administrator, St. Joseph's United Church, Sm	•
 Name	 Date