

# Trinity Bible Church

## Employment Policy

Version 1.0

**Publication History / Approval**

Amendment Number	Date	Changes	Author
1.0	27 Jan 08	Original	Elders Board

## **TBC Employment Policy**

This policy relates to the Employment Agreement(s) between Trinity Bible Church and its Employee(s)

### I. Interpretation and Definitions

A. The interpretation and definition of terms referred to in the following section are applicable to this policy.

B. "agreement" means the Employment Agreement between Trinity Bible Church of Ottawa Inc and the Employee,

C. "annual rate of pay" means annual salary,

D. "by-laws" means the General Operating By-Law of Trinity Bible Church of Ottawa Inc.,

E. "day of rest" in relation to a full-time Employee means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of his or her position other than by reason of the Employee being on leave or absent from duty without permission,

F. "Employee" will be understood within the context of a specific Employment Agreement,

G. "employer" means Trinity Bible Church of Ottawa Inc (TBC),

H. "holiday" means

1. the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement,

a) on the day it commenced where half (1/2) or more of the hours worked fall on that day, or

b) on the day it terminates where more than half (1/2) of the hours worked fall on that day,

I. "family" is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, child, stepchild or ward of the Employee, grandchild, grandparent, father-in-law, mother-in-law, and any relative permanently residing in the Employee's household or with whom the Employee permanently resides,

J. "lay-off" means the termination of an Employee's employment because of lack of work or because of the discontinuance of a function,

K. "leave" means authorized absence from duty by an Employee during his or her regular or normal hours of work,

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- L. "TBC" means Trinity Bible Church of Ottawa Inc.,
- M. "Salaried Pastoral Staff" means any person who has been accredited by the Associated Gospel Churches of Canada and designated as a Pastor (Senior, Assistant, Associate, Youth etc) at TBC,
- N. "weekly rate of pay", means an Employee's annual rate of pay divided by fifty-two decimal one hundred and seventy-six (52.176).

### II. GENERAL PROVISIONS

#### A. Staff Relations

Church Discipline and Grievance procedure. In the event it is necessary to deal with a disciplinary matter or the Employee has a grievance, the matter shall be dealt with as laid out in Section 1.10 and 1.11 in the church By-Laws.

#### B. Health and Safety

The Employer shall make reasonable provisions for the occupational safety and health of Employees. The Employer will welcome suggestions on the subject from the Employee, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

#### C. Working Conditions

1. Hours/days of work – General
  - a) For the purpose of this Section:
    - (1) the week shall consist of seven (7) consecutive days beginning at 00:00 hours Sunday morning and ending at 24:00 hours Saturday;
    - b) the day is a twenty-four (24) - hour period commencing at 00:00 hours.
  2. Weekly Work Days
    - a) the normal work week shall be five (5) days. Subject to negotiation and agreement by the Employee and employer the Employee shall take two (2) days of rest every seven (7) days, and
    - b) normally the work day shall be eight (8) consecutive hours, exclusive of a lunch period, between the hours of 7 a.m. and 6 p.m.  
Salaried Pastoral Staff – Specific
      - c) in recognition of the type of work and the fact that this work involves ministering to people the employer and Employee recognize that there will be occasions when the normal hours of work do not apply.  
Hourly Paid Staff - Specific
        - d) Hours of work for hourly paid staff shall be specified in their respective employee agreement

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### D. Seasonal hours

The weekly and daily hours of work may be varied by the employer, following consultation between the employer and the Employee to allow for summer and winter hours, provided the annual total of hours is not changed.

### E. Designated Paid Statutory Holidays

Subject to the following clause the following days shall be designated paid statutory holidays for the Employee:

1. New Year's Day,
2. Family Day - Ontario
3. Good Friday,
4. Easter Monday,
5. Victoria Day,
6. Canada Day,
7. Civic holiday, the first (1st) Monday in August,
8. Labour Day,
9. Thanksgiving
10. Remembrance Day,
11. Christmas Day,
12. Boxing Day,

F. If the Employee is absent without pay on both the full working day immediately preceding and the full working day immediately following a designated holiday the Employee is not entitled to pay.

### G. Designated Holiday Coinciding with a Sunday

When a day designated as a holiday under section II E coincides with a Sunday, the holiday shall be moved to the first (1st) scheduled working day following the Sunday. When a day that is a designated holiday is so moved to a day on which the Employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

### H. Designated Holiday Coinciding with a Day of Paid Leave

Where a day that is a designated holiday for an Employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

### I. Designated Holiday Coinciding with a Day of Rest

When a day designated as a holiday under section II E coincides with an Employee's day of rest, the holiday shall be moved to the first (1st) scheduled working day following the Employee's day of rest. When a day that is a designated holiday is so moved to a day on which the Employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

J. When two (2) days designated as holidays under section II E coincide with an Employee's consecutive days of rest, the holidays shall be moved to the Employee's first two (2) scheduled working days following the days of rest. When the days that

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are designated holidays are so moved to days on which the Employee is on leave with pay, those days shall count as holidays and not as days of leave.

### Leave Provisions

#### K. Leave General

1. When an Employee becomes subject to an Employment Agreement and is eligible for leave, such leave shall be calculated by days, with one day being equal to eight (8) hours.
2. Earned leave credits or other leave entitlements shall be equal to eight (8) hours per day.
3. When leave is granted, it may be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the Employee for the day in question.

#### L. Except as otherwise specified in the Employment Agreement:

1. where leave without pay for a period in excess of three (3) months is granted to an Employee for reasons other than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave;
2. time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

M. An Employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

N. In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the Employee an amount equivalent to unearned vacation taken by the Employee, calculated from the beginning of the current year to the date of the termination of the Employee's employment.

#### O. Vacation General Provisions

The purpose of vacation leave is for Employees to rest, renew and refresh themselves. Employees are therefore encouraged to take this time off work.

P. The vacation year shall be from January 1st to December 31st, inclusive.

Q. Accumulation of Vacation Leave Credits shall be specific to each Employment Agreement.

R. Unearned vacation leave for any particular calendar year shall be granted in advance on the understanding that the Employee shall earn the leave during the remainder of the year.

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- S. Vacation Leave with Pay
1. Where applicable in a particular Employment Agreement, the amount of vacation leave granted to any employee will be based on the terms established in Section III paragraph A.
  2. Where applicable in a particular Employment Agreement, for each calendar month in which the Employee has earned at least eighty (80) hours' pay, the Employee shall earn vacation leave credits.
  3. The amount of vacation leave with pay earned and credited to a Employee but unused each calendar year shall be retained until the next calendar year only to a maximum of 10 days leave.
  4. Where the Employment Agreement does not specify vacation leave the Employee shall be entitled to compensation as is prescribed by the Ontario's *Employment Standard's Act*, together with any other statutorily prescribed payments.
- T. Sick Leave with Pay
1. Unless specified to the contrary in the Employment Agreement, an Employee will be granted sick leave with pay when unable to perform their duties because of illness or injury. The employer shall cover salary/hourly pay expenses until such time that benefits or disability insurance takes effect.
  2. For any illness that extends for a period greater than five (5) days where salary/hourly pay expenses are being paid by the employer, a note of explanation shall be provided by the Employee's physician.
- U. Bereavement leave with pay
1. Unless specified to the contrary in the Employment Agreement, when a member of the Employee's family dies, an Employee will be entitled to a bereavement period of five (5) consecutive calendar days. This bereavement period must include the day of the funeral. During such period the Employee shall be paid for those days which are not regularly scheduled days of rest for the Employee. In addition, the Employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
  2. An Employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- V. Court leave with pay
1. The Employer shall grant leave with pay to an Employee for the period of time he or she is compelled:
    - a) to be available for jury selection;
    - b) to serve on a jury;
    - c) by subpoena, summons or other legal instrument to attend as a witness in any proceeding held;
    - d) in or under the authority of a court of justice or before a grand jury,
    - e) before a court, judge, justice, magistrate or coroner,

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- f) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it, or
- g) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

### W. Leave with or without pay for other reasons

At its discretion, the Employer may grant leave with or without pay when circumstances not directly attributable to the Employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld.

### X. Employee Performance Reviews

1. A formal assessment of the Employee's performance against objectives will be conducted annually.
2. When the formal assessment of an Employee's performance is made, the Employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the Employee at that time. An Employee's signature on the assessment form will be considered to be an indication only that its contents have been read and shall not indicate the Employee's concurrence with the statements contained on the form.
3. An Employee has the right to make written comments to be attached to the performance review form.

## III. SPECIFIC PROVISIONS

### Vacation Leave Specific Provisions – Salaried Pastoral Staff

#### A. Vacation Leave

1. Senior Pastor Employment Agreement  
The Employee shall earn vacation leave credits at the rate of:
  - a) sixteen decimal six six seven (16.667) hours per month until the month in which the anniversary of the Employee's fifth (5th) year of service occurs; (Twenty-five (25) work days vacation)
  - b) twenty (20) hours per month commencing with the month in which the Employee's sixth (6th) anniversary of service occurs; (Thirty (30) work days vacation)

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### Other Leave Specific Provisions

#### B. Sabbatical / Career Development Leave – Salaried Pastoral Staff

1. Sabbatical Leave shall be offered every 2 years. The length of the sabbatical would depend on years of service and will be negotiated between the employer and the Employee. The schedule of sabbaticals is given in the following table. It shall re-start at the end of every fourth (4<sup>th</sup>) cycle.

#### Schedule of Sabbaticals:

Sabbatical #	Length of Sabbatical
1	Up to 4 Weeks
2	Up to 8 Weeks
3	Up to 4 Weeks
4	Up to 12 Weeks

2. At the discretion of the employer and in consultation with the Employee a sabbatical may be delayed or used in conjunction with the following sabbatical. Only two periods of sabbatical may be combined in this manner.
3. Sabbatical leave shall be taken as a single amount of time off rather than multiple events during the year.
4. For compensation purposes Sabbatical / Career Development leave shall be remunerated at one half (1/2) the normal weekly rate of pay.
5. Benefits and sabbatical leave – Not all benefits provided in the Employee Agreement shall be applicable during the sabbatical leave. Applicable benefits will be agreed to between the employee and the employer in advance of the period of sabbatical leave.

#### C. Salaries and Pay – Employee position definitions

##### 1. Pastoral Staff

These are salaried positions. The salary amount will be reviewed on an annual basis in conjunction with the Employee's experience and education and other benefits already provided in the Employee Agreement. This review will coincide with the annual performance review.

##### 2. Office / Administrative Staff

This will be an hourly paid position. The hourly amount will be reviewed on an annual basis in conjunction with the Employee's experience and education and other benefits already provided in the Employee Agreement. This review will coincide with the annual performance review.

##### 3. Janitorial & Maintenance Staff

This will be an hourly paid position. The hourly amount will be reviewed on an annual basis in conjunction with the Employee's experience and education and other benefits already provided in the Employee Agreement. This review will coincide with the annual performance review.

#### D. Employee Pay Schedule

Payment of employees shall be in by-weekly installments, in arrears, subject to normal statutory deductions and withholdings.

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### **E. Benefits – Specific Provisions**

1. Travel Expenses – Salaried Pastoral Staff
  - a) For purposes of this article “travel” shall be defined as:
    - (1) any automobile trip on a regular day of work commencing from the church and return to the church on church business;
    - (2) travel by automobile to and from a training seminar or conference
  - b) For purposes of this article travel to and from the church for normal functions shall not be compensated as “travel”
  - c) Compensation shall be based on thirty five (35) cents per kilometer for travel in Ontario.
  - d) The maximum amount of compensation under this section shall be in accordance with the amount specified in the terms of the specific Employee Agreement.
  - e) Other costs such as meals, parking and toll charges can be reimbursed if they are incurred in connection with employment duties.
  - f) For any travel (including return) greater than 400km the Employee shall complete a cost comparison sheet and submit to the employer
  - g) Compensation for travel outside Ontario shall be negotiated in advance with the employer.
  - h) The Employee shall submit travel expenses in conjunction with their monthly report
  
2. Education Training Allowances
  - a) The eligibility and amount of the Employee’s annual education and training allowance shall be in accordance with the terms of the specific Employee Agreement
  - b) Before committing any expenditure on this account the Employee shall confirm with the employer that sufficient funds are available in the church treasury and that the type of training is approved by the employer.
  
3. Book Allowances – Salaried Pastoral Staff
  - a) The eligibility and amount of the Employee’s annual Book Allowance shall be in accordance with the terms of the specific Employee Agreement.
  - b) Before committing any expenditure on this account the Employee shall confirm with the employer that sufficient funds are available in the church treasury.
  - c) Any books or material purchased under this allowance shall be the property of the Employee.

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### IV. POLICY REVISION

- A. The employment policy shall be reviewed annually by the Church Board. All amendments or revisions shall be done by the Church Board without requiring subsequent approval from the members of TBC.
- B. Any subsequent amendments or revisions of this policy shall honour the original intent of the policy as ratified by the members of TBC.
- C. There shall be date and version control of all subsequent documents to provide an audit trail of changes and revisions. This shall be maintained by the Church Board Secretary and shall be available upon request.