

# Highland Mennonite Brethren Church Governance Manual Employment Policy

## 1. The Biblical Principle

While the concept of an “Employment Policy” is a necessity of the workplace, it is also a concept consistent with biblical principles. It is clear from scriptures that both parties of the employer/employee relationship have responsibilities and obligations to each other (Deuteronomy 24:14-15; Colossians 4:1; 1 Timothy 6:1-2). Highland Mennonite Brethren Church (“HMBC”) desires a work environment that honours God by seeing the employer and the employee in a partnership committed to advancing the cause of the kingdom.

## 2. Introduction

This policy addresses employer/employee relationships in the areas of:

- General Qualifications;
- Recruitment;
- Appointment;
- Terms of Employment;
- Salaries;
- Statutory Holidays;
- Vacations;
- Benefits;
- Reimbursement Requests;
- Leaves of Absence;
- Evaluation Procedures;
- Remediation;
- Termination of Employment; and
- Grievance.

This *Employment Policy* is designed to cover most situations typical of the employer/employee relationship. (Guidelines for the employee’s relationships with other adults and vulnerable persons within HMBC’s ministries are covered under HMBC’s *Conduct Manual*.) At the same time, it is recognized that it cannot anticipate every situation or address every concern. The Leadership Team (“LT”) is encouraged to consult with the Alberta Conference of Mennonite Brethren Churches (“ABMB”) Executive Board before applying this *Employment Policy* to a situation not specifically referenced in these pages or where the text of this *Employment Policy* may be subject to varied interpretation.

## 3. General Qualifications

All candidates for employment shall give evidence of a personal faith in and loyalty to Jesus Christ, and shall be willing to eagerly assist in promoting the spiritual life and ministry of HMBC within the Canadian Conference of Mennonite Brethren Churches (“CCMBC”).

# Highland Mennonite Brethren Church Governance Manual Employment Policy

## 4. Recruitment

- 4.1. HMBC shall provide a *Position Description* for all positions it opens to a recruitment competition.
- 4.2. HMBC is expected to advertise position vacancies as widely as possible and as appropriate. This requirement may be waived if LT is planning to promote from within or has identified an unusually qualified candidate.
- 4.3. HMBC shall require all applicants, both internal and external, who are responding to public advertisements to indicate their candidacy by submitting a résumé.

## 5. Appointment

- 5.1. The *Offer of Employment* shall be signed by a member of the Leadership Team Executive (“LTE”) and clearly state:
  - 5.1.1. the term of the appointment (e.g., continuing full-time, part-time, fixed-term, casual);
  - 5.1.2. the starting salary;
  - 5.1.3. the starting date; and
  - 5.1.4. any other details affecting the appointment.
- 5.2. The *Letter of Acceptance* included with the *Offer of Employment* shall be signed by the appointee to indicate their acceptance of the offer. A copy of this document shall be given to the appointee.
- 5.3. The *Offer of Employment* and the *Letter of Acceptance* together with the *Position Description* and this *Employment Policy* shall constitute the contract of employment and shall be archived in the employment record.
  - 5.3.1. The employment record is a permanent file which includes the employment application, résumé, *Offers of Employment* and *Letters of Acceptance*, records of interviews and reference checks, Police Information Checks, and all other documents related to the hiring, screening, and ongoing supervision of each employee.
  - 5.3.2. The employment record is filed indefinitely – upon recommendation by our insurance company and legal counsel - in HMBC’s CONFIDENTIAL archives, accessible only to the LT, designated screening personnel, or where required by law.
  - 5.3.3. Employees shall have access to all contents of their employment record.
- 5.4. Copies of the *Offer of Employment* and *Letter of Acceptance* shall be sent to the CCMBC payroll office to establish an official record of employment and to authorize the payment of salary.

# Highland Mennonite Brethren Church Governance Manual Employment Policy

## 6. Terms of Employment

- 6.1. The legal employer of record is HMBC.
  - 6.1.1. The Leadership Team Executive (“LTE”) Chair or LTE Assistant Chair is the supervisor of the Lead Pastor.
  - 6.1.2. The Lead Pastor is the supervisor of additional pastors (e.g., Associate Pastor) and support staff (e.g., Administrative Assistant, Custodian).
- 6.2. The following documents shall be signed by the employee at the commencement of employment and at each document’s prescribed interval thereafter, and archived in the employment record:
  - 6.2.1. *Standard of Conduct Agreement*
  - 6.2.2. *Conflict of Interest Agreement*
  - 6.2.3. *Confidentiality Agreement*
- 6.3. Employees shall adhere to HMBC’s *Plan to Protect® Policy*, including all the necessary screening steps outlined therein. These steps shall be completed within 3 months of the employee’s appointment, and then renewed in accordance with the requirements of the *Plan to Protect® Policy*. Any costs associated with these screening steps will be paid for or reimbursed by HMBC.
- 6.4. All wages, benefits, and conditions of employment shall meet the terms of provincial and federal legislation, and where the provisions of this *Employment Policy* differ from legislation, the terms of the legislation shall apply.
- 6.5. Full-time support staff employment shall generally consist of the number of hours considered full-time by current Alberta Employment Standards.
- 6.6. Full-time pastors are paid a salary on the basis of ministry responsibilities rather than hours; HMBC expects its pastors to fulfill their responsibilities to the best of their ability while maintaining a healthy life balance.

## 7. Salaries

HMBC recognizes that while there is a measure of sacrifice involved in serving the Lord through employment with HMBC, the wages it pays to its employees shall be fair.

- 7.1. Salary schedules for employees shall be determined by LTE and the FINANCES Coordinator, based on the stipulations set out in this *Employment Policy*.
- 7.2. In general, HMBC shall obtain the current year’s salary grid from ABMB ([www.abmb.ca](http://www.abmb.ca)), apply it to its employees’ salaries where applicable, and obtain payroll services from the CCMBC.
- 7.3. The annual salary adjustment date for all employees shall be the start of the new fiscal year (May 1).

# Highland Mennonite Brethren Church Governance Manual Employment Policy

- 7.3.1. If the ABMB salary grid is being used, LTE and the FINANCES Coordinator shall apply proper credit for an additional year of experience and other items (e.g., added responsibilities).
- 7.3.2. The FINANCES Coordinator or their designate shall report any increase in salary to the CCMBC.
- 7.4. Deductions from income shall be made for statutory deductions as well as the agreed upon CCMBC Pension Plan and Insurance Benefit package.
- 7.5. Per CCMBC policy, Employees shall be paid monthly with a mid-month advance. Wages for casual employees may be paid according to the same schedule or at the end of each month.

## 8. Statutory Holidays

- 8.1. All full-time employees are entitled to all paid Alberta general (statutory) holidays. These are: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
- 8.2. Part-time employees are entitled to paid Alberta general (statutory) holidays as per Alberta labour laws.
- 8.3. If required to work on an Alberta general (statutory) holiday or the day falls on a normal day off, the employee may substitute a different work day in exchange. Missed Alberta general (statutory) holidays may be taken at another time upon approval by the applicable supervisor.

## 9. Pastors' Sundays Off

- 9.1. Pastors are not expected to work on Saturdays or Mondays.
- 9.2. Sundays on which pastors are present at church are considered working days. In order to allow pastors some long weekends in addition to weekends that fall within vacation days, pastors are entitled to Sundays off as follows:
  - 1 Sunday after each of the first 7 years of employment (in addition to 15 vacation days);
  - 2 Sundays after 8-15 years of employment (in addition to 20 vacation days); and
  - 3 Sundays after 16 or more years of employment (in addition to 25 vacation days).

## 10. Vacations

- 10.1. The "vacation year" is the calendar year, from January 1 to December 31. If an employee is hired after January 1 of any year then their vacation entitlement will be prorated for the months worked to the end of the calendar year.

**Highland Mennonite Brethren Church  
Governance Manual  
Employment Policy**

- 10.2. The entitlement to vacation time and/or pay is intended to ensure that employees working an average 22 or more hours per week annually have a rest from work without loss of income. Level of entitlement is based firstly on average number of hours per week of employment. The basic entitlement to annual vacations is as follows:
- 10.2.1. Full-time Employees:
- 15 days after each of the first 7 years of employment;
  - 20 days after 8-15 years of employment; and
  - 25 days after 16 or more years of employment.
- 10.2.2. Part-time Employees:
- The same number of vacation days apply as for full-time employees, prorated as per the FTE (full-time equivalent) of their position.
- 10.3. Vacation time shall be taken sometime in the 12 months after the employee becomes entitled to the vacation. Full-time employees may carry over up to a maximum of 5 days of unused vacation entitlement to the next calendar year with the approval of the applicable supervisor. In exceptional circumstances, larger carry-overs may be authorized, provided they include a commitment to draw down the vacation entitlement.
- 10.4. Vacation time may be taken provided: (1) the applicable supervisor approves the requested vacation time off; and (2) the employee has accrued vacation time equal to the requested vacation time off. Exceptions to this may be negotiated with the applicable supervisor.
- 10.5. Full-time pastors may request that previous years of pastoral ministry elsewhere be counted toward years of employment at HMBC to increase vacation entitlement. This may be negotiated between the pastor and LTE before or after commencement of employment. If negotiated after commencement of employment, any increased vacation entitlement shall not be back-dated to start of employment.
- 10.6. The applicable supervisor shall ensure that employees take their allotted vacation time each year.
- 10.7. Employees working on average less than 22 hours per week (including casual employees) shall be given vacation pay rather than time off:
- The pay shall be calculated as a percentage of earnings; the percentage rate shall be the same as required by Alberta labour laws and regulations;
  - The vacation pay shall be added to the employee's earnings at each pay period; and
  - All time-off taken by the employee shall be unpaid time off.

# Highland Mennonite Brethren Church Governance Manual Employment Policy

## 11. Benefits

### 11.1. Eligibility for Benefits

All full-time employees shall be enrolled in the benefits program provided through the CCMBC. All part-time and casual employees who work on average a minimum of 22 hours per week shall be enrolled in the benefits program.

### 11.2. Overview of Benefits

The staff benefits program consists of: group life insurance with employee-paid options; accidental death and dismemberment coverage; long-term disability insurance; and the optional extended health care and dental coverage (employee must be covered under another or a spousal plan in order to opt out). Details on each of the foregoing are available through the plan administrator.

### 11.3. Personal and Family Responsibility Leave (Sick Days)

Paid sick days shall be available to all employees so that they may recover from illness and injuries without significant financial loss. Sick days are earned at the rate of 1.5 days per month. Unused sick days may accumulate for a maximum of 12 months prior to the current sickness. Illness, injury or quarantine will be covered at full salary until all accumulated sick days are used. After this, application for EI-sick leave will be made. The standard EI waiting period is waived. Should the absence extend beyond the EI sick-leave entitlement, Long Term Disability benefits may be applied for in accordance with the terms of the insurance policy that is provided as part of the Benefit Plan. Although it is expected that employees' claims for sick leave will be reasonable and appropriate to the nature of the illness or injury, HMBC may request the employee to provide documentation from a physician to substantiate absence from work.

### 11.4. Clergy Residence Deduction

The Clergy Residence Deduction is a tax benefit for qualifying clergy that is provided in the Income Tax Act of Canada. The CRA describes the criteria for eligibility in Interpretation Bulletin IT-141R. In order to qualify for the deduction, claimants must satisfy both the status and function tests discussed in the Bulletin. With the exception of HMBC's requirement to complete Part B of the "Clergy Residence Deduction Form," claims for the Clergy Residence Deduction are transactions between the claimant and CRA. Accordingly, the signing officer representing HMBC will only complete Part B of the "Clergy Residence Deduction" form so that to the best of their knowledge it is true, correct, and complete. HMBC is under no obligation to increase the salary of any employee who loses their eligibility following a CRA review of the claim; and further, HMBC is under no obligation to financially assist employees who may be assessed back taxes.

# Highland Mennonite Brethren Church Governance Manual Employment Policy

## 11.5. Clergy Residence Deduction and Salary Grid Placement

The salary grids established by the ABMB do not reflect the effect the Clergy Residence Deduction may have in reducing the income tax burden of the claimant. Salaries shall not be adjusted to reflect the benefits that the Clergy Residence Deduction may have for an individual employee; that is, HMBC does not assume any Clergy Residence Deduction eligibility or benefit and should therefore offer unadjusted salaries consistent with the salary grids.

## 12. Reimbursement Requests & Staff Expense Claims

12.1. All employees are subject to the expense reimbursement policies approved by LT.

12.1.1. *Reimbursement Requests* shall be approved by Core Ministry Coordinators for each of the ministries they oversee. This includes when one Core Ministry Coordinator spends money for a ministry that falls under another Core Ministry Coordinator's oversight.

12.1.2. *Staff Expense Claims* shall be approved as follows:

- Custodian – by FACILITIES Coordinator or FINANCES Coordinator;
- Administrative Assistant - by Lead Pastor or FINANCES Coordinator;
- Associate Pastor - by Lead Pastor or LTE Chair/Assistant Chair;
- Lead Pastor - by LTE Chair/Assistant Chair or FINANCES Coordinator.

12.2. Application for reimbursement of approved (whether budgeted or by special dispensation) ministry expenses (including mileage expenses) shall be made by submitting a completed *Reimbursement Request* or *Staff Expense Claim* - with the appropriate approvals and printed receipts attached - to the Treasurer. Normally, *Reimbursement Requests* and *Staff Expense Claims* are paid monthly.

12.3. An employee's use of their own vehicle for HMBC business (not including travel between home and church) shall be reimbursed according to the rate established yearly as part of the budget process. Employees shall be reimbursed for the least expensive form of travel (e.g., for longer distances it may be cheaper to rent a car or fly).

## 13. Leaves of Absence

### 13.1. Professional Development Leaves

The professional development program outlined below is designed to help pastors achieve and maintain the highest level of spiritual and professional keenness. This program is intended to be flexible and accessible, allowing for leaves of varying lengths and eligibility requirements.

# Highland Mennonite Brethren Church Governance Manual Employment Policy

- 13.1.1. Purpose: Leave privileges shall be for study/training purposes so that the pastor will be able to make a more effective contribution toward the total ministry of HMBC.
- 13.1.2. Eligibility: Professional development leaves are only available for full-time pastors.
- 13.1.3. Type of Leave: Two types of professional development leaves are available:
- 13.1.3.1. Short Term Leave: i.e. one to seven days. The pastor receiving this type of leave shall receive full salary during the time of leave plus payment for part or all expenses incurred.
- 13.1.3.2. Sabbatical Study Leaves: Sabbatical study leaves are not granted automatically, but shall be evaluated, approved and administered by LT (or its Executive). Pastors will be eligible for a sabbatical study leave after five consecutive years of service and may be delayed up to seven years. The length of the leave shall be for a maximum of four months after five years or five months after six years or six months after seven years. Proposals for sabbatical study leaves shall be presented by the pastor to Leadership Team (or its Executive) and should include the following:
- Personal and Program objectives.
  - A description of the major elements of the leave.
  - Proposed beginning and ending date.
  - Suggestions of how current job responsibilities will be handled during the leave.
  - A description of possible budgetary implications.
  - Proposals should be submitted not less than six months prior to the proposed leave.
- The pastor shall receive normal compensation during the period of the sabbatical study leave. Upon returning to work, the pastor will serve HMBC for a minimum of one year. The pastor failing to meet this requirement shall repay half the salary received during the leave and forfeit any accumulated severance benefits.
- 13.1.4. Funding: HMBC will allot two per cent (2%) of its annual salary budget for professional development for each pastor. LT (or its Executive) may at its discretion carry over up to 50 per cent of its allotment to the next year, provided there is a surplus of revenues to expenditures to fund the carry-over.



# Highland Mennonite Brethren Church Governance Manual Employment Policy

## 13.2. Other Leaves

- 13.2.1. Compassionate leave of absence with pay shall be granted to employees who attend at the funeral of a close relative (spouse, child, parent, brother, sister, grandparent, and in-laws). The length of the leave of absence shall be agreed on by the applicable supervisor and the employee, and shall consider the extent to which the employee is involved in making arrangements and whether out-of-province travel is required.
- 13.2.2. Jury duty of an employee or an employee subpoenaed as a witness shall be paid at full salary for up to seven days provided the employee remits to HMBC the money paid by the court for this service, except that portion deemed as travel expenses.
- 13.2.3. Unique situations and opportunities: LT (or its Executive), provided it has the resources to fund the leave period, may grant other leaves of absence with or without pay to employees to reflect unique situations or opportunities for the employee. LT (or its Executive) shall grant other leaves of absence should such be prescribed by law.
- 13.2.4. Self-funded leaves: Deferred salary arrangements designed so that employees may self-fund an extended absence shall be approved by LT (or its Executive) prior to implementation.

## 14. Evaluation Procedures

- 14.1. LT (or its Executive) will develop evaluation procedures together with the employee involved. Evaluations shall focus on responsibilities required of the employee as well as tasks, skills, and abilities relevant to HMBC and to the incumbent's position, recognizing differences between new and experienced employees. Evaluations are to take place at regular intervals after the first year of employment. The applicable supervisor will meet with the employee to review the ministry year(s) and measure progress against ministry goals and accountabilities. The applicable supervisor and the employee shall review job expectations based on current *Position Description* to determine whether any revisions are necessary. All evaluations and revisions shall be in writing, approved by the applicable supervisor, signed by the applicable supervisor and the employee, and a copy archived in the employment record.
- 14.2. In general two types of evaluation should be undertaken:
  - 14.2.1. Formative evaluation

The primary purpose of formative evaluation is to promote growth and as such it evaluates performance so that it leads to qualitative improvements in abilities.

# Highland Mennonite Brethren Church Governance Manual Employment Policy

## 14.2.2. Performance evaluation (also known as “summative evaluation”)

The primary purpose of performance evaluation is to provide a permanent and continuous record of competence for an employee. The applicable supervisor and the employee will discuss these evaluations before they are archived in the employment record. The employee may retain a copy of the evaluation and shall sign the archived copy to indicate knowledge of the contents. Employees, who disagree with the evaluation, may attach an explanatory statement.

## 15. Remediation

Where performance evaluations become the basis for action that may or may not lead to dismissal, the employee shall first be given adequate opportunity to correct their behaviour and/or performance before any disciplinary action, or dismissal, is carried out.

15.1. The first stage of remediation shall be a review of the problem between the employee and the applicable supervisor.

15.1.1. The applicable supervisor shall clearly state what aspects of behaviour or performance are unacceptable; state the criteria that will be used to evaluate compliance; and state what further action may be taken if there is no improvement by the specified time.

15.1.2. The applicable supervisor shall summarize this information in writing to the employee so that there is a record of the transaction and so that the memo can become the basis for follow-up at the end of the time specified for improvement. The employee who receives this memo shall return a signed copy to acknowledge its receipt and that its contents have been read. (see 14.2.2) The signed copy of the memo shall be archived in the employment record.

15.1.3. Where the agreed-upon change in behaviour or performance has been achieved, the applicable supervisor shall write a follow up memo to the employee acknowledging the successful remediation. A copy of this memo shall be archived in the employment record.

15.2. The second stage of remediation - when no change in behaviour or performance is evident to the applicable supervisor, or where progress is clearly not satisfactory - shall be another meeting of the parties involved to review the concerns.

15.2.1. The applicable supervisor shall reiterate the original concerns regarding behaviour and performance; the criteria used to determine progress; and state the penalty that will be imposed if there is no change in behaviour or performance, again by a time specified.

**Highland Mennonite Brethren Church  
Governance Manual  
Employment Policy**

- 15.2.2. Again, the applicable supervisor shall summarize this information in a written memo to the employee, the employee shall return a signed copy to acknowledge its receipt and that its contents have been read, and the signed copy shall be archived in the employment record.
- 15.2.3. At this point, the action shall be reported as information to the LT.
- 15.2.4. The applicable supervisor may enlarge the circle of people involved by advising the employee to seek counseling or the assistance of a trusted advisor, and by seeking the advice of non-involved third parties (such as, but not limited to, the ABMB Executive Director).
- 15.3. During the third stage of remediation - when there is still no change in behaviour or performance - any penalty described shall be imposed.
  - 15.3.1. While this action may be communicated verbally to the employee, it shall also be confirmed in writing, with a copy archived in the employment record.
  - 15.3.2. Although a penalty is imposed at this point, the employee shall still have opportunity to make a commitment to achieve the behaviour and performance changes outlined by the applicable supervisor.
  - 15.3.3. At this stage the assistance of non-involved third parties is essential so that continuing support and accountability may be in place for both the employee involved and HMBC.
  - 15.3.4. Disciplinary penalties may include, but are not limited to, the application of a probationary period, suspension without pay for a period determined by the applicable supervisor, and - in the most serious cases - dismissal. All dismissals of pastors shall be approved by Membership. Causes for dismissal are noted in section 16.3.1.
  - 15.3.5. LT shall keep written records of all transactions in the disciplinary proceeding. The purpose of the record is to demonstrate that the process was conducted in a prayerful and considerate manner so that it is evident that the employee has had ample opportunity to achieve the changes in behaviour and performance that precipitated the disciplinary action. Where disciplinary actions continue as described in 15.2, the communications between the applicable supervisor and the employee shall be in writing and copies archived in the employment record.
- 15.4. Where a pastor's behaviour or performance places the integrity of HMBC in jeopardy, or impairs the ability of HMBC to function effectively, LT may immediately suspend the pastor. This decision, with or without accompanying reasons given, shall be communicated to the pastor in writing. When this action is taken, a meeting of Membership shall be convened within two weeks to review the action and confirm the decision. If the suspension is confirmed, LT shall at that time decide whether the suspension includes a suspension of salary.

**Highland Mennonite Brethren Church  
Governance Manual  
Employment Policy**

- 15.5. Every pastor who is the subject of a disciplinary proceeding shall be afforded the opportunity to speak to LT and/or Membership, with the assistance of a representative of their choice. At the pastor's request their version of the concerns shall be archived in the employment record.
- 15.6. Disciplinary proceedings shall be based on documents archived in the employment record. In general, any disciplinary proceeding shall address patterns of unacceptable behaviour. Incidents of serious misconduct, however, such as those listed but not limited to those in 16.3.1 may be reason for immediate suspension or dismissal.

**16. Termination of Employment**

- 16.1. Resignation: Employees may resign by indicating their intention to the applicable supervisor in writing. For support staff, this notice of resignation shall be delivered to the applicable supervisor not less than two weeks prior to departure. Pastors shall give longer resignation notices so that LT has time to search for a replacement. They shall notify LT (or its Executive) when they make the decision to resign, and formal written notice shall be given not less than two (2) months in advance.
- 16.2. Term Appointments: Employees who have accepted term appointments should not expect to have such appointments renewed or extended beyond the date indicated in their letter of appointment. The applicable supervisor shall notify term employees in writing at least one month before the end of the term whether or not HMBC intends to end or extend the appointment.
- 16.3. Dismissal: HMBC may terminate the service of an employee. Dismissal will normally fall into one of the following categories: Dismissal without cause, and dismissal with cause.
- 16.3.1. Any employee may be dismissed without cause provided:
- 16.3.1.1. The termination conditions are met, (i.e. where an employment contract is in place that specifies the period of employment);
  - 16.3.1.2. The employee is given adequate working notice (in writing);
  - 16.3.1.3. The employee is paid-in-lieu a sum equal to the value of salary and benefits of the adequate notice period; or
  - 16.3.1.4. A combination of working notice and "pay-in-lieu."
  - 16.3.1.5. LT (or its Executive) presents a motion to Membership for dismissal and that motion is passed by at least a 75% majority of members in good standing present at a duly called business meeting.

## Highland Mennonite Brethren Church Governance Manual Employment Policy

- 16.3.1.5.1. Membership (by a majority of at least 60% of votes cast by members in good standing present at a meeting) may request LT (or its Executive) to present such a motion.
      - 16.3.1.5.2. LT (or its Executive) then has 21 days to review the reasons for dismissal and present to Membership (at a duly called meeting) either a motion for dismissal or the reasons why it would not so move.
- 16.3.2. Dismissal with cause: Refer to HMBC's *Standard of Conduct*.
- 16.3.3. Cautionary note: There is a third type of dismissal or employment termination situation that is called "constructive dismissal." Situations leading to constructive dismissals are typically caused when the employer initiates one of the following: Forces the employee to resign, demotes the employee, imposes a downward change in reporting function, forces the employee to transfer to another work location, and unilaterally imposes substantive changes in the employee's duties and responsibilities. Serious misconduct of the employer toward the employee is also a situation that falls within the scope of constructive dismissal. In situations of constructive dismissal, the affected employee may have a claim for "wrongful dismissal" damages. HMBC is advised to move cautiously when considering substantial reorganizations or major alterations to *Position Descriptions* and work environments.
- 16.4. Terminations arising from financial exigency or restructuring: HMBC may reduce staff levels during a period of financial difficulty to a level consistent with its financial resources. Further, employment with HMBC may end when HMBC restructures in response to changes in program priorities.
- 16.5. All notices of termination shall be conveyed in writing to the employee being terminated. The notice shall state the date on which employment ends and include the reason for the termination, and (where applicable) include information on severance and post-employment benefits or transition assistance.
- 16.6. Dismissal from employment for any reason other than "cause" is classified by the courts as "wrongful dismissal" and may be grounds for the dismissed employee to sue for damages unless the employee has been offered fair and reasonable payment in lieu of notice. It is important for all parties to understand "termination," how it is carried out properly, and to ensure that it is done fairly.
- 16.7. Terms of severance settlements: In addition to providing written notice of termination as early as possible, the following factors should be considered when preparing the terms of a severance settlement:

**Highland Mennonite Brethren Church  
Governance Manual  
Employment Policy**

- 16.7.1. Nature of the employment (i.e. level of responsibility and remuneration);
  - 16.7.2. Length of service with HMBC;
  - 16.7.3. Age of the employee;
  - 16.7.4. Availability of similar employment, in the same geographical location, taking into account the experience, training and qualifications of the employee;
  - 16.7.5. Circumstances surrounding the initial appointment of the employee (i.e. was the employee induced to leave a secure position or did the employee reply to an advertisement or other notice of position vacancy); and
  - 16.7.6. Conditions under which the termination was carried out (i.e., with sensitivity for the employee and their family).
- 16.8. Amount of a Settlement: This *Employment Policy* does not include a formula for the calculation of a severance amount because every case is unique. Accordingly, HMBC shall carefully consider the amount of settlement offers taking into account the impact the termination will have on the employee and their dependents. Two tests should be applied to every settlement: First, is the amount of the settlement “fair” to both the employee and HMBC? Second, does the settlement set HMBC up as an example of an employer who is fair in its treatment of employees?
- 16.9. LT (or its Executive) may further consult with a qualified labour lawyer to ensure that the terms of the severance offer are consistent and in compliance with the *Employment Standards Code*.

**17. Grievance**

- 17.1. Efforts at settling disputes between HMBC and its employees shall demonstrate an honest attempt to deal fairly and shall also include a commitment to seek forgiveness where wrongs (whether intentional or unintentional) have been committed. Reconciliation and peaceful solutions to the disputes shall always be the objective.
- 17.2. Pastors may select an advocate (from within or outside congregation) to help mediate any disagreements that arise. The advocate provides advice and counsel and may speak on behalf of the pastor when needed.
- 17.3. The extent to which a period or process of remediation has been attempted and has succeeded, will be factors considered at each stage of the grievance.
- 17.4. The following established grievance procedure gives the employee the right to appeal a decision of HMBC.

**Highland Mennonite Brethren Church  
Governance Manual  
Employment Policy**

- 17.4.1. Stage One: Any employee who has a grievance regarding an issue arising out of their employment at HMBC, including termination, shall bring their grievance in writing and/or in person to LTE; where the griever is a member of LTE (e.g., the Lead Pastor), the grievance shall be presented in writing and/or in person to the whole LT. LTE and/or LT shall respond to the grievance within 14 days.
- 17.4.2. Stage Two: For pastors only, where the action in Stage One does not resolve the grievance, the pastor shall present the grievance in writing to Membership. Membership in its turn shall consider the matter within 30 days, except where the grievance involves dismissal. Where the grievance involves dismissal, the grievance shall be submitted to Membership within 14 days of dismissal and it shall be considered by Membership within a further 15 days, including a response to the griever.
- 17.4.3. Stage Three: For the lead pastor only, where the action in Stage Two does not resolve the grievance and the lead pastor desires to carry the grievance forward, the lead pastor shall refer the matter to the ABMB Executive Board or the CCMBC Board of Faith and Life within 14 days of receiving the written decision of Membership or within 14 days of the expiry of the 30 day time period if no written decision is forthcoming, except in cases of dismissal where the griever has seven days to submit the appeal. The ABMB Executive Board shall consider the matter as soon as possible. The ABMB Executive Board shall have full discretion on how the matter is handled. HMBC will cooperate with the ABMB Executive Board in all dealings.
- 17.5. Employees who appeal decisions leading to dismissal will not continue on salary.
- 17.6. Layoff notices may not be grieved by employees when such notices are given in accordance with section 16.5.