



The italicized areas are for you to complete with the appropriate information or is other information for you. You may delete it when you give this agreement to your employee. Put on your church letterhead. Please note that you will need to create and attached the Schedules.

Template for an Employment Agreement

For *[your church name]*

[For a Senior or Associate Pastoral position]

This covenant agreement is made effective this ____ day of _____, 20__

between _____ *[your church name]*

and _____ *[employee name]*

Preamble

As the *[your church name]* wishes to receive the services of *[employee name]*, and *[employee name]* wishes to provide his/her services, and the parties wish to be clear on the respective right, duties and obligations, in consideration of the promises and other considerations set out below, the parties agree to the following:

Definitions:

The Church means *[your church name]* and any Committee / body of authority of it. Reference to the employer is meant to be the Church.

Agreement means this agreement and all schedules attached to it.

The Board refers to your name for the leadership team for your church.

Personnel Committee refers to the committee responsible for the human resources functions which are usual for an organization.

Confession of Faith means the Confession of Faith of the Mennonite Brethren Churches, and all amendments to it. *The digest version of the full statement is attached as Schedule "A".*

Employee Policy means the employee manual approved by the Church. *Attached as Schedule "B".*

The Lifestyle Agreement as published by the Canadian Conference of Mennonite Brethren Churches. *Attached as "My Pastoral Covenant" in Schedule "C".*

The Ministry Expectation Agreement. *Attached as Schedule "D".*

Benefit Plan. *Attached as Schedule "E"*

Job Description is not detailed in this agreement. *May be attached as Schedule "F".*

Sabbatical Study Leave Guidelines. *Attached as Schedule "G".*

This agreement is to be executed free of duress, coercion or undue influence.

Terms of Employment

General

- a) The Employee will at all times and to the best of his/her skill, ability, experience and talents, perform all the requirements of this position.
- b) In carrying out his/her responsibilities, the Employee will abide by all of the Church operating policies and employee policies as may be adopted or changed from time to time.
- c) The Employee agrees that the Church may change his/her duties and responsibility from time to time which are reasonable with this position.
- d) The Employee will report to and follow all lawful instruction given by the Board of the Church.
- e) If a particular clause is found to be invalid, the validity of the remaining clauses is not affected.
- f) If a particular clause is found to be in conflict with the Employment Policy of the Church, this agreement shall prevail.
- g) This agreement is governed by, is in accordance with, and is superseded by the laws of Manitoba.

Job Description and Hours of Work

- a) The job description for this position may be attached as Schedule "F".
- b) The maximum number of paid hours worked in a week cannot exceed 40. The minimum number of hours of the work week will be 37.5 hours and the maximum number of hours per week, including volunteer time, at the church should average no more than 50 hours.
- c) Overtime applies to this position and it will be calculated at a rate prescribed in the Employment Standards Act. All overtime and authorization for payment of overtime, or time off in lieu of overtime, must be pre-approved by the Board or the person with the employment authority.

Expectations of Ministry

- a) An Employee in a pastoral position of the Church is required to maintain credentialing as a pastor from the Mennonite Brethren Church of Manitoba. ***(In the case of a junior employee, this can be a deferred activity)***
- b) The Employee has a duty to respect confidentiality information and will not directly or indirectly divulge, use disclosure or communicate to anyone any information or date concerning the Church or member/adherent of the Church without the knowledge and permission of those involved.
- c) Strict adherence to the Church privacy policy in the Employee Policy and as amended from time to time and in accordance with the laws of Manitoba, will be observed.
- d) The Employee has an independent duty of loyalty to the church, the Manitoba Conference and the Canadian Conference. For senior pastoral positions, this will include

- attending denominational conferences, study conferences and leaders meeting. The Church will provide reimbursement for the cost of attending those conferences in accordance with the Travel Policy. The time away from the office to attend those conferences is considered as paid time. When attending an out-of-province conference, one (1) travel day before and after the conference is considered as paid time.
- e) The Employee has a duty to avoid any appearance of conflict of interest.
 - f) The Employee will read, agree to and sign a lifestyle agreement of the Church which is based on or identical to the Lifestyle agreement published by the Canadian Conference Board of Faith and Life and is attached as Schedule "C".
 - g) During the first year of employment, the Employee will meet at least quarterly with a small group for the purpose of mentorship, support and measuring progress against ministry goals. Subsequent to the first year of employment, this review is done annually. ***(Your church may already have an alternate structure to handle this)***
 - h) A formal review of performance and meeting ministry expectations every three (3) years by the Personnel Committee ***(you may have another group with this responsibility)***. This review will involve a complete sampling of those involved and knowledgeable of the ministry performed by the employee. The results of the review will be shared with the Board first and the Employee secondly. ***(you specify which order to present this, or if it is done simultaneously)***
 - i) A new or revised Ministry Expectation Agreement, attached as Schedule "D", will be signed by the Employee and the Church after each review.

Compensation

- a) The gross salary for this position will start at ***\$xx,xxx*** annually, including provision for years of service, size of congregation and education, based on the salary grid provided by the MB Church of Manitoba ***(you specify if a different method of salary calculation is used)***.
- b) The wages are paid in accordance with the schedule set out by the Church.
- c) The salary will be paid, less the deductions according to Revenue Canada and the portion of deductions for the group employee benefits plan that the employee is responsible to pay.
- d) The Church will provide health and pension benefits for each church employee through the Canadian Conference Benefit Plan according to the schedule set out by Conference and in keeping with laws that govern those benefits.
- e) Salary increases are processed annually in accordance with the budget proposal and will implement the same after budget is approved at the annual general meeting.
- f) The Church is supportive and encourages that the Employee have a dedicated day off and the church will make every effort to communicate such to the congregation and honor that time.

- g) The Church will provide allowances according to the budget approved by the congregation each year for ministry resources such a mileage allowance, administrative allowance, leaves, sabbaticals, vacation, professional development and conferences.
- i. Administrative allowance is intended for the purchase of books and subscriptions of a theological / professional nature which will remain the property of the Employee, and for hospitality expenses incurred in the course of ministry.
 - ii. Professional development is intended for continuing education which will encourage the Employee in his / her ministry. This allowance is calculated at a rate of 2% of gross salary *(you specify if a different method of calculation is used)* and may be accumulated over three years to permit attendance at events such as seminary interterm or summer school.
 - iii. Car and travel allowance is determined each year by the Church and will be applied to local work-related travel, consistent with Canada Revenue Agency regulation, and upon submission of detailed logs.
 - iv. Vacation is determined according to the schedule in the Employee Policy. For this agreement the starting vacation time allowed for this position is ___ *(you specify the starting point)* weeks per year. Vacation can be used before it is earned with any applicable adjustments made on final pay in the case of termination / resignation. One week of unused vacation per year can be brought forward to the following year and any other remaining unused vacation is forfeited if not taken in the year after it was earned.
 - v. Sabbaticals, with full pay, are based on a calculation of four (4) months after the completion of five (5) years of ministry. *(your choice to name other parameters)* Further details of sabbaticals are described in the Employee Policy Schedule "G".
 - vi. All other leave requests will be administered according to the description in the Employee Policy.
- h) The Church understands that it receives value for pastoral staff accepting speaking engagements outside the church. The policy as stated in the Employee Policy will be the guide. Any honorarium received by the Employee for those engagements may be retained by the Employee and any costs incurred will also be the sole responsibility of the Employee or in agreement with the organization requesting his/her services.
- i) Ownership of intellectual property will be adhered to according to the policy in the Employee Policy.

The process for resolution of disputes/interpretations and corrective action will be followed according to the description in the Employee Policy.

Any reason to terminate this agreement may be routine but occasionally there are some extraordinary circumstances under which employment is terminated. The process of termination and grievance will be followed as outlined in the Employee Policy.

The Church will follow the procedure as described in the Employee Policy for severance or settlement when an Employee resigns due to irreconcilable difference or because of termination without cause.

As part of the insurance package of coverage for the Church, the Church will ensure there is adequate coverage at all times for Directors and Officers insurance as well as Error and Omissions coverage.

I, [employee name] have read the terms and conditions of this agreement, I have read the attached Schedules, including the Employee Policy and agree to conduct myself according to these terms. I agree to be bound by all of the condition of employments as noted above in this agreement, including the Schedule thereto.

(Signature of Employee)

Date of signing

I, _____ as Moderator on behalf of the Church will support, uphold and provide the resources necessary so that the terms of this agreement and those in the Employee Policy can be complied with in the regular course of ministry.

(Signature of Moderator)

Date of signing

Attachments:

- SCHEDULE "A" - Confession of Faith
- SCHEDULE "B" - Employee Policy
- SCHEDULE "C" - Pastoral Covenant
- SCHEDULE "D" - Ministry Expectation Agreement
- SCHEDULE "E" – Benefits Plan
- SCHEDULE "F" - Job Description (optional)
- SCHEDULE "G" – Sabbatical Study Leave Guidelines

DISCLAIMER: This guide is provided for information purposes only and is not intended as legal advice to the local church. Information is current only as of the date that the guide was prepared. Users are advised to seek professional advice in each church in which this format is used as a guideline.

SCHEDULE "A"

Canadian Conference of the Mennonite Brethren Church Confession of Faith - Digest Version

1. God

We believe in the one true God, the source of all life, who reigns over all things as Father, Son, and Holy Spirit and lovingly cares for all creation. God the Father planned the redemption of humanity and sent Jesus Christ the Son to be the Saviour of the world. Jesus proclaimed the reign of God, bringing good news to the poor and triumphing over sin through his obedient life, death, and resurrection. God the Holy Spirit empowers believers with new life, indwells them, and unites them in one body.

2. Revelation of God

We believe that God has made himself known to all people. Beginning with creation and culminating in Jesus Christ, God has revealed himself in the Old and New Testaments. All Scripture is inspired by God and is the authoritative guide for faith and practice. We interpret Scripture in the church community as guided by the Holy Spirit.

3. Creation and Humanity

We believe God created the heavens and the earth, and they were good. Humans, God's crowning act, were created in the image of God. Sin has alienated humanity from the Creator and creation, but God offers redemption and reconciliation through Jesus Christ.

4. Sin and Evil

We believe sin is individual and corporate opposition to God's good purposes and leads to physical and spiritual death.

5. Salvation

We believe God saves all people who put their faith in Jesus Christ. Through his obedient life, sacrificial death, and victorious resurrection, Christ delivers people from the tyranny of sin and death and redeems them for eternal life in the age to come. All creation eagerly awaits its liberation from bondage into the freedom of the glory of God's children.

6. Nature of the Church

We believe the church is the covenant community called by God through Jesus Christ to live a life of discipleship and witness as empowered by the Holy Spirit. The local church gathers regularly for worship, fellowship, and accountability and to discern, develop, and exercise gifts for ministry.

7. Mission of the Church

We believe the mission of the church is to make disciples of all nations by calling people to repent, be baptized, and love God and neighbour by sharing the good news and performing acts of love and compassion.

8. Christian Baptism

We believe baptism by water is a public sign that a person has repented of sin, received forgiveness, died with Christ, and been raised to new life through the power of the Holy Spirit. Baptism is also a public declaration of a believer's incorporation into the body of Christ as expressed in the local church.

9. Lord's Supper

We believe that in obedience to Christ, the church observes the Lord's Supper as a remembrance of his atoning death and to celebrate forgiveness, new life, and the fellowship and unity of all believers.

10. Discipleship

We believe Jesus calls people who have experienced the new birth to follow him in a costly life of service to God. The power of the Holy Spirit transforms believers from the unrighteous pattern of the present age into a life of joyful obedience with God's people.

11. Marriage, Singleness, and Family

We believe that singleness and marriage are honored by God and should be blessed by the church. God instituted marriage as a lifelong covenant between a man and a woman for the purpose of companionship, encouragement, sexual intimacy, and procreation. Children are gifts from God and should be nurtured by parents in the ways of God.

12. Society and State

We believe that God instituted the state to promote justice and to maintain law and order. Christians' primary allegiance is to Christ's kingdom. Believers are called to witness against injustice, exercise social responsibility, and obey all laws that do not conflict with the Word of God.

13. Love and Nonresistance

We believe that God in Christ reconciles people to himself and to one another, making peace through the cross. We seek to be agents of reconciliation, practice love of enemies, and express Christ's love by alleviating suffering, reducing strife, and promoting justice. Because violence and warfare are contrary to the gospel of Christ, we believe we are called to give alternative service in times of war.

14. The Sanctity of Human Life

We believe that God is Creator and giver of life and highly values each person. Procedures designed to take human life are wrong. We oppose all attitudes that devalue human life, especially the defenseless lives of the unborn, disabled, poor, aging, and dying.

15. Stewardship

We believe the universe and everything in it belong to God the Creator and that we have been entrusted by God to manage its resources. All God's gifts, including money, time, abilities, and influence, are to be received with thanksgiving, used responsibly, and shared generously.

16. The Lord's Day, Work, and Rest

We believe God's act of creation provides the model for work and rest. In work, we use our abilities to glorify God and serve others. In rest, we express thanks for God's provision and trust in God's sustaining grace. In worship, we gather to commemorate the resurrection through worship, instruction, fellowship, and service.

17. Christianity and Other Faiths

We believe God's atoning work in Jesus is the only means of reconciling people with God. God has not left any without a witness to the Creator's goodness and power. Christians treat people of other faiths with respect but urgently proclaim Christ as the only way of salvation.

18. Christ's Final Triumph

We believe that the Lord Jesus Christ will return triumphantly at the end of this age to destroy all evil powers, condemn all who have rejected Christ to eternal punishment, and unite believers with Christ to reign forever with God in glory.

SCHEDULE "B"

Employment Policy

Call

Each of us is called by God to serve with our talents and energies (Exodus 31:1-11; Colossians 3:17, 23-24). We are called to bear witness to our faith in Christ in the place where God has placed us (Luke 8:38-39).

When a church calls someone to serve, great care is required, because we are the body of Christ, seeking together to follow the direction of Jesus, our head. How should a local church, the body of Christ, call a pastor? A good example is found in Acts 13:1-3. While the entire congregation was at worship*, in "intense devotion to discern the Lord's leading"*, the Holy Spirit directed them to call Barnabas and Saul. Useful resources for calling a pastor are found in *Following the Call; A Leadership Manual for Mennonite Brethren Churches*, edited by Doug Schulz & Michael Dick, published by Kindred Productions, 1998. Most certainly, prayer and conversation together as a faith community, seeking to discern the Spirit's leading, are an essential element of that process.

*Edmund Janzen, *Turning the World Upside Down: Studies in the Acts of the Apostles* Kindred Productions, 2005, p. 127.

Preamble: 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. There are a number of Bible references that can serve as scriptural reference points for an employment policy for the Mennonite Brethren Church of Manitoba (hereafter referred to as "the Conference") and the churches that are part of the Conference. It is clear from scriptures that both parties of the employer/employee relationship have responsibilities and obligations to each other.

Two examples: Deuteronomy 24:14 and 15 speaks to employers when it says "Do not take advantage of a hired man who is poor and needy, whether it is a brother Israelite or an alien living in one of your towns. Pay him his wages each day before sunset, because he is poor and is counting on it. Otherwise he may cry to the Lord against you, and you will be guilty of sin." Colossians 4:1 adds "Masters, provide your slaves with what is right and fair, because you know that you also have a Master in heaven." Secondly, the scriptures speak to "servants" or "slaves," terms that are closest to our modern "employee." In 1 Timothy 6:1,2 it says "All who are under the yoke of slavery should consider their masters worthy of full respect, so that God's name and our teaching may not be slandered. Those who have believing masters are not to show less respect for them because they are brothers. Instead, they are to serve them even better, because those who benefit from their service are believers, and dear to them."

One has a sense from these and other scriptures that employers and employees in a Christian workplace are to set an example of such quality that God's name is honored. Further, our own Mennonite tradition of "brotherhood" and its concern for our sisters and brothers is consistent with an approach to employment that is "different from the world."

Accordingly, one principle of this employment policy is to look towards the scriptural example of the employer/employee relationship and to apply those concepts to the employment environment; an environment that honors God by seeing the employer and the employee in a partnership committed to advancing the cause of the kingdom.

While a pastor is a professional in every sense in which we normally use that word, Manitoba's Employment Standards Act definitions require a pastor to be considered an employee. This creates an awkwardness for both the pastor and for the church. These materials are in part prepared as an attempt to address that awkwardness. As an employee, a pastor is by law governed by a 40-hour work week. The problem is that a life

spent responding to the joys (weddings, births, celebrations) and sorrows (death, illness, loss, relational dysfunction, family break up, other personal crisis) of community life does not easily fit into a tidy 40-hour box. The church and pastor should be careful to not build so many expectations into the pastor's work week that the inevitable unscheduled crises and celebrations routinely create a necessity that the pastor is obliged, by this contract, to seek permission from a church leader before providing pastoral care.

The matter of sexual abuse, including the workers' relationship to both adults and children, is covered under the Conference's "Policy Regarding Adult Sexual Abuse" and the "Safe Place Policy for Childrens Ministry".

Introduction

This document describes the employment policy developed by the Mennonite Brethren Church of Manitoba and is available for use by the churches as a template for their Employment Policy.

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

- general qualifications,
- recruitment,
- terms of employment,
- salaries, vacations and benefits,
- leaves of absence,
- evaluation,
- termination of service, and
- grievance

The policies and procedures described herein are consistent with relevant federal and provincial legislation at the time of its writing. Where this document differs from existing legislation or is affected by new legislation, the regulations of the legislation will automatically apply and subsequent editions of this policy will be revised accordingly.

When used in the Conference setting, the term Leadership is meant to describe the Leadership Board and Conference Lead Staff. In a church setting, it will apply to the name used in the local church to describe its leadership team.

This policy is designed to cover most situations typical of the employer/employee relationship. At the same time, it is recognized that it cannot anticipate every situation or address every concern. Leadership is encouraged to consult with the Personnel Committee before applying this policy to a situation not specifically referenced in the following pages or where the text of this policy may be subject to varied interpretation.

1. Employment: General Qualifications

All candidates for employment must give evidence of a personal faith in and loyalty to Jesus Christ and must be willing to assist eagerly in promoting the spiritual life of the Church, their local church, and the programs of the Conference.

- 1.1 Candidates for employment shall be church members baptized upon the confession of their faith, in agreement with the Confession of Faith of the Mennonite Brethren Church (see Schedule A). Candidates must be prepared to declare their commitment to these principles either orally or in writing to the selection / search committee.
- 1.2 Candidates must be in agreement with and seek to implement the vision and mission of the Manitoba MB Conference in general and the specific objectives of the local church.

- 1.3 Candidates must give evidence of character qualities that will enable them to exert a positive influence upon the life and work of the local church as well as on the life and work of the Conference in general.

2. Recruitment

- 2.1 The Employer must provide a job description for all positions it opens to a recruitment competition.
- 2.2 The Church is expected to advertise position vacancies as widely as possible and as appropriate. This requirement may be waived if the Board is planning to promote from within, or has identified an unusually qualified candidate.
- 2.3 The Church shall require all applicants, both internal and external, who are responding to public advertisements to indicate their candidacy by submitting a resume. .
- 2.4 All offers of appointment and selection shall be confirmed by both parties in writing. The letter containing the offer of employment shall state clearly the term of appointment (i.e. continuing full-time, part-time, fixed-term, casual), the starting salary, the starting date of the appointment, and any other details affecting the appointment. Copies of the offer of employment and the letter of acceptance shall be sent to the Canadian Conference payroll office to establish an official record of employment and to authorize the payment of salary. ***[If you do your own payroll administration, describe the process here]***. The letter of offer of employment and the letter of acceptance together with the job description and this Employment Policy, shall constitute the contract of employment.

3. Terms of Employment

- 3.1 The legal employer of record is the ***[insert your church name here]***.
- 3.2 During the first year of employment, the Employee will meet at least quarterly with a small group for the purpose of mentorship, support and measuring progress against ministry goals. Subsequent to the first year of employment, this review is done annually.

A new or revised Ministry Expectation Agreement (see Schedule “D”) will be signed by the Employee and the Church after each review.
- 3.3 A formal review of performance and meeting ministry expectations every three (3) years by the Personnel Committee. This review will involve a complete sampling of those involved and knowledgeable of the ministry performed by the employee. The results of the review will be shared with the Board first and the Employee secondly.
- 3.4 All wages, benefits, and conditions of employment shall meet the terms of provincial and federal legislation, and where the provisions of this policy differ from legislation, the terms of the legislation shall apply.
- 3.5 Full-time support staff employment shall generally consist of 7.5 hours per day and 37.5 hours per week.
- 3.6 The Board may also offer contract appointments when the nature and scope of the work is clearly defined and where full-time, part-time, casual, or fixed-term appointments are not

suitable. The concept of contract employment is in part governed by the regulations of Revenue Canada, which stipulate that the individual on contract may provide services to more than one establishment.

4. Salaries, Vacation, Benefits and Other Policies

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

4.1 Salaries

4.1.1 Salary schedules for employees shall be determined by *[you name the board(s) with this responsibility]* and approved by *[you name the board(s) with this responsibility]* based on the stipulations set out in the Employment Policy.

4.1.2 The annual general salary adjustment date for employees shall be January 1 *[or you name the salary adjustment date which may be the anniversary date]* of each year.

4.1.3 In general, the Church shall apply the Manitoba Conference salary grid *[or you describe what process is used]* to its employees, and purchase payroll services from the Canadian Conference.

4.1.4 Deductions from income shall be made for Income Tax, Canada Pension Plan, Employment Insurance as well as the Conference Pension Plan and Insurance Benefit package.

4.1.5 All employees are entitled to paid statutory holidays. These are: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Louis Riel Day, and Christmas Day. Remembrance Day is covered by its own legislation in Manitoba and only essential service employers are allowed to operate November 11. Although the legislation says employees who must work November 11 must be paid at two times their regular rate, it also states that employees who do not work are not entitled to holiday pay for November 11. Because most employers in Manitoba treat November 11 (when it occurs on a weekday), Boxing Day and the August civic holiday as paid holidays, the Employer will also treat these dates as paid holidays.

4.1.6 All full-time employees shall be paid semi-monthly (i.e. twice each month). Wages for part-time and casual employees may be paid according to the same schedule or at the end of each month.

4.2 Vacations:

4.2.1 Vacation entitlement for all employees accrues at the rate of 1.25 days per month of employment for a total of three weeks (15 working days) of vacation per year. After eight years, vacation entitlement shall increase and accrue at the rate of 1.6 days per month (20 working days). After 16 years of recognized service, vacation entitlement shall increase and accrue at the rate of 2.0 days per month (25 working days). The "vacation year" is the calendar year, from January 1 to December 31. Vacation entitlements will normally (see 4.2.4 for an exception) be taken after December 31st of the year in which the entitlement was earned.

- 4.2.2 Employees who are appointed for less than the full 12-month January-December calendar year, will accrue vacation entitlement from the date of employment at the rate of 1.25 days per month up to December 31, and will normally be eligible to use that vacation entitlement after that date. Any partial days arising from this calculation will be rounded up to the next full day.
- 4.2.3 Full-time employees may carry-over one (1) week of unused vacation entitlement to the next vacation year with the approval of the Board. In exceptional circumstances, larger carry-overs may be authorized provided they include a commitment to draw down the vacation entitlement.
- 4.2.4 Vacation may be taken at any time, provided the employee has accrued vacation time equal to the requested vacation time off. This means that newly-appointed employees with less than a full-year entitlement may go on vacation, provided their vacation accrual equals the number of vacation days.
- 4.2.5 By no later than December 31 of each year, the Personnel Committee shall review the vacation schedule to ensure that all employees have taken all the vacation leave to which they are entitled. Pay-in-lieu-of-vacation for employees is expressly discouraged because it undermines the principle that vacation is to be a period of relaxation and refreshment.
- 4.2.6 Where vacation entitlement has not been used by the end of the vacation year, or where the entitlement through unusual circumstances has accumulated beyond the two-week (10 working day) carry over limit, the Personnel Committee shall develop a plan to draw down the commitment through scheduled time off and/or, as a last resort, extend pay-in-lieu-of-vacation. Whenever the employment terminates, the employee will be paid for all outstanding vacation time.
- 4.2.7. Vacation entitlement of casual employees shall be calculated at the rate required by the Manitoba Employment Standards Act and added to their base salary at the end of each pay period.

4.3 Benefits

- 4.3.1 All full-time employees shall be enrolled in the benefits program provided through the Canadian Conference. All part-time and casual employees who earned at least 50 per cent of the yearly maximum pensionable earnings during two years of service, shall be enrolled in that benefits program.
- 4.3.2 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. Details on each of the foregoing are included in **Schedule E** or are available through the plan administrator.
- 4.3.3. Paid sick leave shall be available to all staff members so that they may recover from illness and injuries without significant financial loss. *[you can change this section to reflect your policy]* Illness, injury or quarantine will be covered at full salary for a period of five (5) consecutive working days, after which application for EI-sick leave will be made and the Supplemental Unemployment Benefit (SUB) Plan will come into effect. The standard EI waiting period is waived. Should the absence extend beyond the EI sick-leave entitlement

(currently 17 weeks), 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 staff members' claims for sick leave will be reasonable and appropriate to the nature of the illness or injury, the Employer may request the employee to provide documentation from a physician to substantiate absence from work.

- 4.3.4 **Clergy Residence Deduction:** The Clergy Residence Deduction is a tax benefit for qualifying clergy that is provided in Paragraph 8(1) (c) of the Income Tax Act of Canada. The Canada Customs and Revenue Agency (CCRA) describes the criteria for eligibility in Interpretation bulletin IT-141R (Consolidated). This version of the bulletin applies for the 2001 and subsequent taxation years. In order to qualify for the deduction, claimants must satisfy both the status and function tests discussed in the Bulletin. In addition, the Income Tax Act was amended in 2001 setting limits to the amount of the deduction.

Beginning with taxation year 2001, claimants must complete the form "Clergy Residence Deduction," (form T1223E) which includes answering questions related to the status/function tests and to income/residence costs. This form also requires the Employer (represented by a signing officer) to complete Part B of the "Clergy Residence Deduction" form; the questions in Part B relate to the conditions of qualifying employment. With the exception of the Employer's requirement to complete Part B of the "Clergy Residence Deduction Form," claims for the Clergy Residence Deduction are transactions between the claimant and CCRA. Accordingly, the signing officer representing the Employer will only complete Part B of the "Clergy Residence Deduction" form so that to the best of his/her knowledge it is true, correct, and complete. The Employer is under no obligation to increase the salary of any employee who loses his/her eligibility following a CCRA review of the claim; and further, the Employer is under no obligation to financially assist employees who may be assessed back taxes. [Copies of Interpretation Bulletin-141R (Consolidated) and the "Clergy Residence Deduction" form are available from the CRA website.]

- 4.3.5 **Clergy Residence Deduction and Salary Grid Placement:** The salary grids established by the Personnel Committee 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, the Employer does not assume any clergy residence deduction eligibility or benefit and should therefore offer unadjusted salaries consistent with the salary grids.

4.4 Travel and Other Expenses

All employees are subject to the administrative policies approved by the Board.

5. Leaves of Absence

5.1 Professional Development Leaves

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

- 5.1.2 Leave privileges shall be for study purposes so that the individual will be able to make a more effective contribution toward the total program of the Church.

- 5.1.3 Two types of professional development leaves are available:

5.1.3a Short Term Leave: i.e. one to seven days. The person receiving this type of leave shall receive full salary during the time of leave plus payment for part or all expenses incurred.

5.1.3b Sabbatical Study Leaves

5.1.3b.1 Sabbatical study leaves are not granted automatically, but shall be evaluated, approved and administered by the Board.

5.1.3b.2 Staff will be eligible for a sabbatical study leave after five (5) consecutive years of service in a pastoral position. The length of the leave will be four (4) months.

5.1.3b.3 Proposals for sabbatical study leaves shall be presented by staff to the Board and the Personnel Committee 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.

5.1.3b.4 Proposals should be submitted not less than six (6) months prior to the proposed leave.

5.1.3b.5 Staff shall receive normal compensation during the period of the leave.

5.1.3b.6 Upon returning to work, staff will serve the Employer for a minimum of one year. Staff failing to meet this requirement are required to repay half the salary received during the leave and forfeit any accumulated severance benefits.

5.1.4 The Employer will allot two per cent (2%) of its annual salary budget for professional development for each employee. The Board 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 carryover.

5.2 Other Leaves

5.2.1 Compassionate leave of absence with pay shall be granted to employees who must 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 Employer 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.

5.2.2 An employee subpoenaed as a witness or called for jury duty shall be paid at full salary provided the employee remits to the conference office the money paid by the court for this service, except that portion deemed as travel expenses.

5.2.3 The Board, 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; these exceptional leaves shall be granted in consultation with the Personnel Committee. The Board shall grant other leaves of absence should such be prescribed by law.

5.3 Deferred salary arrangements designed so that employees may self-fund an extended absence must be approved by the Board before being implemented.

6. Evaluation Procedures

- 6.1 The Personnel Committee will develop evaluative procedures together with the employees involved. Evaluations must be both fair and accurate and shall focus on responsibilities required of the employee as well as tasks, skills, and abilities relevant to the conference and to the incumbent's position recognizing differences between new and experienced employees. Evaluative procedures are to be submitted to the Board for review. Evaluations are to take place at regular intervals using written evaluation instruments and criteria that are fair to the staff members involved and which are valid measures of performance and effectiveness. These instruments shall be made available to employees at the time of employment.
- 6.2 In general two types of evaluation should be undertaken:
 - 6.2.1 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.
 - 6.2.2 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 supervisor and the employee will discuss these evaluations before they are added to the employee's file. The employee may retain a copy of the evaluation and must sign the file copy to indicate knowledge of the contents. Employees, who disagree with the evaluation, may attach an explanatory statement.
- 6.3 Every employee shall have access to the contents of their employment file.
- 6.4 The Personnel Committee will provide guidance to the Board to assist in the evaluative process.

7. Remediation

- 7.1 Where performance evaluations become the basis for action that may or may not lead to dismissal, the employee must first be given adequate opportunity to correct his/her behavior and/or performance before any disciplinary action, or dismissal, is carried out.
- 7.2 The first stage of remediation shall be a review of the problem between the employee and the Executive Committee of the Board (the Executive).
- 7.3 The Executive, shall clearly state what aspects of behavior 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.
- 7.4 The Executive 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 6.2.2)
- 7.5 A copy of the memo in 7.4 shall become part of the employment record. Where the agreed on change in behavior or performance has been achieved, the Executive shall write a follow up memo to the employee acknowledging the change. A copy of this memo shall be added to the employment record. Where a concern or behavior problem is resolved successfully, the employment record must record and document this outcome.

- 7.6 Where no change in behavior or performance is evident to the Executive, or where progress is clearly not satisfactory, the parties involved shall again meet to review the concerns; the superior must describe the extent to which the concerns in 7.3 have been unfulfilled. At this point the superior or board chair shall reiterate the original concerns regarding behavior and performance; the criteria used to determine progress; and state the penalty that will be imposed if there is no change in behavior or performance, again by a time specified. Again, the transaction will be summarized in writing to the employee. At this point, the action shall be reported as information to the board.
- 7.7 As part of 7.6 the Executive and the Board 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 Conference Moderator or Conference Pastor).
- 7.8 Where there is still no change in behavior or performance, any penalty described in 7.6 shall be imposed. While this action may be communicated orally to the employee, it must also be confirmed in writing.
- 7.9 Although a penalty is imposed at this point, the employee shall still have the opportunity to make a commitment to achieve the behavior and performance changes outlined by the superior or board chair. At this stage the assistance of non-involved third parties as noted in 7.7 is essential so that continuing support and accountability may be in place for both the staff member involved and the Church.
- 7.10 Disciplinary penalties may include, but are not limited to, the application of a probationary period, suspension without pay for a period determined by the superior or board chair, and in the most serious cases, dismissal. Causes for dismissal are noted in section 8.3.1.
- 7.11 The Executive 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 behavior and performance that precipitated the disciplinary action. Where disciplinary actions continue as described in 7.6, the communications between the Executive and the employee shall become part of the employee's record.
- 7.12 Where an employee's behavior or performance places the integrity of the church in jeopardy, or impairs the ability of the church to function effectively, the Executive may immediately suspend the employee. This decision, with or without accompanying reasons given, shall be communicated to the employee in writing. When this action is taken, a meeting of the full Board must be convened within five working days to review the action and confirm the decision. If the suspension is confirmed, the Board shall at that time decide whether the suspension includes a suspension of salary. For suspension due to allegations of sexual abuse, see sections 63 and 64 of the Mennonite Brethren Church of Manitoba Policy regarding Adult Sexual Abuse.
- 7.13 Every employee who is the subject of a disciplinary proceeding shall be afforded the opportunity to speak to the Board, with the assistance of a representative of their choice. At the employee's request their version of the concerns shall be included in the employment record.
- 7.14 Disciplinary proceedings shall be based on documents contained in the employee's employment record. In general, any disciplinary proceeding shall address patterns of

unacceptable behavior. Incidents of serious misconduct, however, such as those listed but not limited to those in 8.3.1 may be reason for immediate suspension or dismissal

8. Termination of Employment: Resignation, Dismissal, and Layoff

- 8.1 Resignation: Employees may resign by indicating their intention in writing. For support staff, this notice of resignation should be delivered not less than two weeks prior to departure. Senior staff are asked to give longer resignation notices so that boards have ample time to begin recruiting a replacement.
- 8.2 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 board chair should notify term employees in writing at least one month before the end of the term whether or not the church intends to end or extend the appointment.
- 8.3 Dismissal: The Church may terminate the service of an employee. Dismissal will normally fall into one of the following categories:
 - Dismissal without cause; and
 - Dismissal with cause.
- 8.3.1 Any employee may be dismissed without cause provided:
 - The termination conditions are met, (i.e. where an employment contract is in place that specifies the period of employment);
 - The employee is given adequate working notice (in writing);
 - The employee is paid a sum equal to the value of salary and benefits of the adequate notice period or;
 - A combination of working notice and “pay in lieu” of notice.
- 8.3.2 Dismissal with cause: Reasons for dismissal in this category may include, but is not limited to:
 - Serious misconduct (such as sexual abuse, physical assault);
 - Habitual neglect of duty after repeated, documented efforts to correct the behavior;
 - Serious incompetence with respect to assigned duties and responsibilities (which go beyond management’s dissatisfaction with performance);
 - Willful disobedience to a lawful and reasonable order given by a superior in a matter of substance;
 - Theft, fraud or dishonesty;
 - Excessive absenteeism despite corrective counseling;
 - Continuing insolence and insubordination after discipline and counseling;
 - Conviction of a criminal offence;
 - Theological disagreement or incompatibility with the Confession of Faith or other theological positions as articulated by Conference resolution;
 - Inappropriate lifestyle (such as, but not limited to, common-law and extra-marital relationships);
 - Any conduct which is inconsistent with the employee’s express or implied conditions of service.

- 8.4 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. The conference is advised to move cautiously when considering substantial reorganizations or major alterations to employee job descriptions and work environments.
- 8.5 Terminations arising from financial exigency or reorganization: The Board may reduce staff levels during a period of financial difficulty to a level consistent with their financial resources. Further, the Board may end the employment of staff members when it is restructuring in response to changes in program priorities.
- 8.6 All notices of termination must be conveyed to the affected employee in writing. The notice must 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.
- 8.7 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. Traditionally churches and Christian organizations have avoided discussing severance settlements and have not been concerned about potential litigation as a result of termination or dismissal notices. It is now important for all parties to understand “termination,” how it is carried out properly, and to ensure that it is done fairly.
- 8.8 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:
- The nature of the employment (i.e. level of responsibility and remuneration);
 - The length of service with the organization;
 - The age of the employee;
 - Availability of similar employment, in the same geographical location, taking into account the experience, training and qualifications of the employee;
 - 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);
 - The conditions under which the termination was carried out (i.e. with sensitivity for the employee and their family).
- 8.8.1 Amount of a Settlement: This policy does not include a formula for the calculation of a severance amount because every case is unique. Accordingly, the church must carefully consider the amount of settlement offers taking into account the impact the termination will have on the individual and dependents. Two tests should be applied to every settlement: First, is the amount of the settlement “fair” to both the employee and the

organization. Second, does the settlement set the church up as an example of an organization that is fair in its treatment of employees.

- 8.8.2 The Personnel Committee may further consult with a qualified labor lawyer to ensure that the terms of the severance offer are consistent and in compliance with the Employment Standards Code.

9. Grievance

In a Christian community, efforts at settling disputes between Employer and employee must demonstrate an honest attempt to deal fairly and must also include a commitment to seek forgiveness where wrongs have been committed regardless of whether they were intentional or unintentional. Reconciliation and peaceful solutions to the disputes must always be the objective. The extent to which a period or process of remediation has been attempted, and the extent to which it has succeeded, will be factors considered at each stage of the grievance.

The following established grievance procedure gives the employee the right to appeal a decision of the Board.

- 9.1 Stage One: Any employee who has a grievance arising out of a relationship with the church, including termination, shall discuss the grievance with the Board Chair; where the grievor is the Board Chair, the matter shall be discussed with the Executive with the Board Chair not in attendance.
- 9.2 Stage Two: Where the action in 9.1 does not resolve the grievance, the employee may present the grievance in writing to the Board. The Board 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 the board within 14 days of dismissal and it shall be considered by the board within a further 15 days, including a response to the griever.
- 9.3 Stage Three: Where the action in 9.2 does not resolve the grievance, the griever shall refer the matter to the Personnel Committee within 14 days of receiving the written decision of the board 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. Personnel Committee members serving as members appointed-at-large shall serve as the Mediation Committee and shall meet within 14 days of the referral, except in cases of dismissal where the Committee shall meet in seven days.
 - 9.3.1 The Mediation Committee shall endeavor to mediate a resolution to a grievance by giving all parties an opportunity to present their positions orally, in writing, or both. These statements shall describe the nature of the dispute, the issues involved, and the solution or remedy being sought. The Mediation Committee may request further information from the parties.
 - 9.3.2 At its first meeting to review the matter, the Mediation Committee may delegate all or part of the mediation process to one or more of its members and may schedule additional separate or joint meetings with the parties involved.
 - 9.3.3 The mediation process shall be limited to 21 days following the date of referral; however, if there is evidence of progress towards reconciliation, the Mediation Committee may make up to two seven-day extensions with the concurrence of both parties.

- 9.3.4 When mediation fails to resolve the grievance, or it is the opinion of the Mediation Committee that reconciliation cannot be achieved, the chair of the Personnel Committee shall so report to the Executive.
- 9.4 Stage Four: Following the report of the chair of the Personnel Committee, the Executive shall establish within seven days a Special Hearing Committee to adjudicate the grievance. It is understood that the Special Hearing Committee shall continue to seek reconciliation but where this is not possible, the Committee shall render a decision on the grievance within 21 days from the date of the conclusion of the hearing itself.
 - 9.4.1 The Special Hearing Committee shall consist of three members including representatives of both genders, each of whom shall be a member of the Mennonite Brethren Church of Manitoba. Personal friends and /or relatives of either of the parties involved in the grievance and others with any conflict of interest, as well as any church employee or a member of any church committee are not eligible to be on this committee. Committee members shall be selected as follows: Each of the disputing parties shall select one member; the two so selected shall in turn select a third member from a list of candidates prepared by the Executive Committee to serve as chair.
 - 9.4.2 The Special Hearing Committee shall determine the terms of reference within which it will perform its role in seeking to achieve reconciliation between the parties. Where reconciliation is not possible, it shall rule on the grievance. This ruling, given with the full authority of the Mennonite Brethren Church of Manitoba, shall be final, conclusive and binding.
 - 9.4.3 The Personnel Committee, together with the Executive, shall carry out the decision of the Special Hearing Committee.
- 9.5 The griever may, at any stage in the grievance procedure, ask for, and be accompanied by, an advocate to speak on his/her behalf or to provide advice and counsel.
- 9.6 Employees who appeal decisions leading to dismissal will not continue on salary.
- 9.7 Layoff notices may not be grieved by employees when such notices are given in accordance with section 8.5.

SCHEDULE "C"

My Pastoral Covenant

Because I believe God has called me to ministry in this church, I hereby promise this congregation and its leadership, and my colleagues in ministry, with God's help...

In my personal life: ... Intentionally to exercise care for my relationship with God (through spiritual disciplines), for my physical health (appropriate rest, exercise, diet), for my relationships with friends (relaxation, transparency, accountability), and to pursue purity in my thoughts, words and behaviour.

In my relationship to my family: ... If married, to love my spouse faithfully in thought, word and deed, and to love our children, nurturing them in God's ways, providing regular time for them.

In my relationship to finances: ... Gratefully to receive my compensation for ministry, sensitively discussing concerns with those responsible for establishing it; to offer pastoral ministries to individuals without showing favouritism; to give proportionately to the church; and to live as a good steward of all I have, being an example for family and church, paying bills promptly without seeking personal favours because I am a pastor.

In my relationship to ministry: ... To reflect the beauty and dignity of Jesus Christ in relationship to others in the church and community; to give my energies fully to the congregation, accepting additional responsibilities only with the consent of its leadership; to maintain confidentiality, except where this might endanger the welfare of others; and to speak truthfully with conviction and love, free of bitterness and spite.

In relationship to the congregation: ... To help lead this church to achieve the calling God has for it; to help people discover their spiritual gifts and equipping them for ministry; regularly to seek the help of others in evaluating my ministry, being open to suggestions and counsel; and to respond with integrity to requests for ministry elsewhere.

In relationship to my colleagues: ... To speak well of my colleagues, seeking to enhance their reputation and ministry; and to relate with humility and integrity to my successors in pastoral ministry, engaging in ministry functions in my former place of ministry only with my successor's approval.

In relationship to my denomination: ... To model and teach the Confession of Faith of the Mennonite Brethren; to lead this church in support of Mennonite Brethren ministries; and to support the leadership of the Mennonite Brethren to enhance our service for Christ. If I find myself no longer able to agree with the Mennonite Brethren Confession of Faith and/or Conference policies, I will seek the counsel of the provincial conference minister and the Board of Faith and Life regarding my continued service.

In relationship to my resignation: ... When my ministry comes to an end for any reason, I will not enter into another ministry in the same geographic area that will jeopardize or threaten the ministry of my former congregation. The appropriateness of future ministry in that area will be determined in conversation with the congregation and the provincial Faith and Life Committee.

On Behalf of the Congregation

Employee Signature

Date

SCHEDULE "D"

Ministry Expectation Agreement

Purpose: To provide pastoral **(or you may have another description)** leadership in support of the goals and objectives of *[your church name]*

Key Areas of Responsibilities:

1. _____
 - a. ____ development
 - b. ____ management
 - c. ____ leadership
 - d. ____ planning
2. _____
3. _____
4. Management Functions (for example)
 - a. Liaise with...
 - b. Supervise...
 - c. Initiate ...
 - d. Formulate
 - i. Draft and update...
 - ii. Oversee

Levels of Autonomy:

Address each of the key areas of responsibilities by describing...

- 1.) How Decisions are made...
- 2.) Reporting to...
- 3.) Other

Minimum Standards:

Address each of the key areas of responsibility by describing how each area meets the goals and objectives of your church.

- 1.
- 2.
- 3.
- 4.

SCHEDULE “D” (cont’d)

Some Ministry Expectations for a Senior Pastor, Lead Pastor or Associate Pastor might be:

Faith Affirmations

- Is committed to the mission of the Church
- Give evidence that he/she loves the Lord with all their heart, soul and mind.
- Believe that the Word of God is central.
- Is a clearly articulated person and theological position that is congruent with the Confession of Faith of the Mennonite Brethren denomination.

Church/Denominational Loyalty

- Is committed to actively participating in the denomination, locally, provincially and nationally.
- Is committed to communicating to the church body, the work and ministries of the denomination and actively encouraging participation at all levels.
- Keeps informed about the issues and concerns facing the local church, the provincial denomination and the national denomination.
- Is familiar with the associated ministries of the denomination such as the work of MBMSI, MBBS and MCC and seeks to actively promote those ministries in the church.
- Is familiar with the publications and resources of the MB denomination, both provincially and nationally.
- Is committed to the building up of the whole people of God as well as being prepared to lead the church as a body of believers to fulfill its mission, values and vision to reach the lost world for Christ.

Knowledge and Skills

- Some study of the Bible through formal training (Bible School, Seminary, Christian University)
- Has a thorough knowledge of scripture and can give evidence of that acquired knowledge in:
 - The Bible
 - The MB Confession of Faith
 - Biblical interpretation
 - Christian ethics
 - Church history
 - Contemporary culture
- Has acquired skill in
 - Listening and communicating
 - Pastoral care
 - Preaching and worship leading

Personal Qualities

- Is able to acknowledge own limitation, understanding strengths and weaknesses

- Is accepting of diversity
- Is adaptable
- Has capacity for growth and development
- Is courageous
- Has empathy
- Has integrity
- Lives a Christian lifestyle
- Is mature
- Has an open and affirming style of relating to person and ideas.
- Is resourceful
- Has a sense of proportion
- Has a sense of responsibility
- Has vision.

SCHEDULE "E"

BENEFITS PLAN

Insurance coverage of the Canadian Conference of Mennonite Brethren Churches is held with MANULIFE FINANCIAL.

Group Insurance

Coverage

Life Insurance	Higher of 4x ann. salary or \$50,000
Accidental Death or Dismemberment (AD&D)	Higher of 4x ann. salary or \$50,000
Long Term Disability (LTD)	75% salary (Maximum benefit - \$5,500/month)
Extended Health and Dental	
Dependent Life children	10,000 spouse, 5,000 dependent children

The plan carries 80% coverage for basic and major dental work (to a maximum of \$1,500/year/person) and 50% for orthodontic (maximum \$2,000/lifetime).

The extended health plan covers 100% of prescriptions (excluding dispensing fees), out of country emergency, and 80% for professional services such as chiropractic (\$350/year/person), massage therapy (\$350/year/person) physiotherapy (\$500/year/person). Please refer to your booklet for the full list of professional services covered.

Vision Care (i.e. eye glasses / contact lenses) to a maximum of \$250 for every 24 months for every individual insured. In addition to this, one eye exam per year is covered.

The above benefits are one package and cannot be separated unless alternate coverage for health and/or dental is carried by a spouse.

Group Insurance benefits start 3 months following an employee's date of hire.

Pension

- The pension plan of the Canadian Conference of M.B. Churches is held with Canadian Western Trust.
- The pension plan is a cash purchase plan, totally funded during employment. Benefits vary according to the number of years of contributions and earning of investments.
- Pension premiums are calculated at 5% of gross earnings (**including** housing allowance and **excluding** car allowance). This amount is matched by the Employer.
- Vesting rights (ownership of funds) are 100%. Pension may begin as early as age 55, subject to retirement.

Any or all elements of the Benefits Plan are subject to change.

SCHEDULE "F"

Mennonite Brethren Church of Manitoba Position Description

Position Title: Executive Director
Reports To: Accountable to the MBCM Leadership Board
Effective Date: December 1, 2010

Position Overview

- To give direction and leadership toward the achievement of MBCM's mission, vision and strategic priorities
- To develop and implement the strategic goals and objectives in line with the strategic priorities as established by the MBCM Leadership Board
- To be the primary public leader of MBCM, promoting its mission, vision and values to our constituency and our community
- With the chair, to enable the MBCM Leadership Board to fulfill its governance function

Position Qualifications/Competencies/Gifts

- Mature Christian character and demonstrated love for God and the Church
- A humble servant-leader as described in John 13; 1 Pet 5: 1-4; I Tim 3 and Titus 1
- Committed to the Mennonite Brethren confession of faith and to live a lifestyle consistent with that confession of faith
- Active member of a Mennonite Brethren Church
- Gifted in leadership as a visionary and collaborative leader
- Takes initiative; operates independently when necessary
- Possesses good communication and interpersonal relational skills; connects and communicates to all generations
- Preferred Education: Post-Secondary degree aligned with position expectations
- Experience in business would be an asset
- The ability to build a staff team and a positive working environment (Team builder, motivator, encourager)
- Experience and understanding with non-profit governance and structure as it relates to the Executive Director and MBCM Leadership Board roles and relationship
- Cultivates a Christ-centred worldview that is current and informed; has a growing knowledge and understanding of our society's culture and church culture and a willingness to discover how to lead MBCM into the future

Position Responsibilities

1. Leadership

- Visionary – work with the Leadership Board and our churches to develop the vision for the mission of God in and through MBCM
- Collaborative – Network with and maintain positive working relationships with MBCM churches, partner organizations, and the community. Work in close collaboration the following groups to achieve the MBCM mission and vision:
 - the Leadership Board

- the MBCM staff team
 - the Manitoba MB churches
 - the Canadian Conference of MB Churches
 - our partner organizations/ministries
 - our community & province
2. Board Administration and Support
 - Provide the Leadership Board with all information it needs for its governance responsibilities
 - Develop and maintain healthy relationships between the Leadership Board and the stakeholders, including MBCM staff and volunteers, our churches, our community and the regulatory authorities
 3. Program
 - Oversee the design, development, delivery and evaluation of programs and events in support the MBCM mission and vision
 - Formulate supporting policies and planning recommendations to the Leadership Board
 4. Human Resources
 - Lead and develop the MBCM staff team (including paid and unpaid staff) to deliver the programs and events in support of the MBCM mission and vision
 - Lead and manage the staff as a team and individuals on that team:
 - ensuring current relationship descriptions are in place for each employee
 - providing regular staff evaluations, opportunities for professional development, team building, staff growth,
 - holding employees accountable within the context of mutual accountability
 - Manage the MBCM staff team according to authorized personnel policies and procedures that fully conform to current laws and regulations
 - Act as the primary point-of-contact for all staff members to the Leadership Board
 5. Financial
 - Develop the financial and physical resources needed to achieve the programs/events in support of the MBCM mission and vision
 - With the Leadership Board treasurer, oversee MBCM finances including preparing and adhering to the budget, payroll and all bookkeeping functions
 - Enable the Leadership Board to fulfill its fiduciary responsibilities and retain its integrity in financial matters

Guidelines for Sabbatical Study Leave

Introduction

Increasingly congregations are developing their own sabbatical polices for their pastor(s). This policy provides guidelines for sabbatical study leaves recommended for use by local MB congregations with respect to their pastoral staff.

Rationale

While a sabbatical study leave is not common in most professions, there is increasing awareness of the validity for planned sabbatical study leaves for pastors.

The pastoral vocation of individual pastors should be viewed from a larger perspective than individual churches. A sabbatical study leave can encourage longevity of ministry not only in the local church but also in the conference.

Effective pastoring calls for continued renewal of one's mind and spirit, as well as of one's physical body and family relationships. It is difficult to keep renewed for effective and inspiring leadership while continually being on call for ministry.

Sabbatical study leaves can also be a good experience for the local church and for the Conference. They can bring new gifts to the surface not only in the pastor but also in individuals from the local church as they volunteer during a sabbatical leave.

Guidelines for Sabbatical Study Leave

1. Sabbatical study leaves are not granted automatically, but shall be evaluated, approved and administered by the local church.
2. The pastor will be eligible for a sabbatical study leave after five (5) consecutive years of service in the same local church. The length of the sabbatical shall be four (4) months.
3. Proposals for sabbatical study leaves shall be presented by the pastor to the local church and should include the following:
 - a. Personal objectives and program objectives
 - b. A description of the major elements of the study leave
 - c. Proposed beginning date and end date
 - d. Suggestions of how current job responsibilities will be handled during the leave
 - e. A description of any anticipated budgetary implications
4. This proposal should be submitted six (6) months prior to the date of the proposed sabbatical study leave.
5. A pastor shall continue to receive normal compensation and benefits during the period of the sabbatical leave.

6. Upon the pastor's return, the pastor will serve in his/her own church for a minimum period of one year. Pastors failing to complete this minimum requirement are required to pay back half of the salary received during the sabbatical study leave and forfeit any accumulated severance benefits.