

# Ministry and Personnel Committees: Beginnings and Endings

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The United Church of Canada  
L'Église Unie du Canada

## Ministry and Personnel Committees: Beginnings and Endings



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The United Church of Canada  
3250 Bloor St. West, Suite 200  
Toronto, Ontario  
Canada M8X 2Y4  
[united-church.ca](http://united-church.ca)

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**About This Resource:** This is a companion to Ministry and Personnel Committee: Policy, Procedures, and Practices. All resources are available on the [Ministry and Personnel Committee Resources page](#) on the United Church website. This is a guide to highlight common issues that arise in the beginning and end of employment relationships. Further details on the procedures for the beginning and ending of a pastoral relationship with ministry personnel are outlined in The Manual section I and adjunct resources on the [Pastoral Relations page](#) on the United Church website. Legislation and laws are frequently changing and this document is only meant as a guide to assist in identifying issues. Communities of faith are encouraged to connect with the United Church legal team, regional council staff and/or independent legal counsel, should there be any questions.

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## Steps in the Recruitment and Selection of Lay Employees

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### Recruitment

Once an open position has been declared, the staffing process normally consists of the following steps:

- *Job description review/update:* The most effective hiring begins with a thorough job description. The job advertisement, screening, interview questions, and selection decision should all be based on this job description.
- *Search committee:* Appoint individuals or a Search and Selection Committee to conduct the search. Responsibilities, timelines, and who has the hiring authority should be established.
- *Interview questions:* It is good practice to have interview questions that are open-ended and behaviour-based, and that are written with the position criteria and required competencies in mind.
- *Advertising:* If advertising is required, consider the most cost-effective methods (e.g., the community of faith website, bulletin boards, congregations, community newspapers, and other local non-profit organizations). Internet advertising and/or the use of social media may be an option.

### Screening Applicants

Select the applicants to be interviewed based on the criteria outlined in the job description.

### Interview

It is good practice to have more than one interview, in order to allow both the employer and the applicant enough opportunities to truly discern whether this relationship will be mutually beneficial. Open-ended and behaviour-based questions generally elicit the most information from applicants. Behaviour-based questions ask applicants how they would react to a specific situation. Human rights legislation varies from province to province. In all provinces, questions may not be asked related to race, origin, colour, religion, sex, and age, amongst other protected grounds. The provincial human rights commission will have information regarding acceptable/unacceptable questions.

### Reference Checks

The hiring committee should discuss what additional information needs to be gathered by means of the reference check: what is critical to the success of the applicant in this position, including issues that are essential to successful job performance. These may include attitude toward work, flexibility, ability to work independently or as part of a team, initiative, level of problem solving, and so on.

## Selection

The decision on the final applicant should take into consideration all information gathered from the interview and reference checks. If none of the applicants meets the hiring criteria, there is no obligation to hire the closest match. It is advisable to keep interview notes for a period of time in case an unsuccessful applicant requests feedback. <sup>1</sup>

## Job Offer

A job offer is made following appropriate checks (reference checks, police records check, if applicable). It should also be confirmed that the individual is eligible to work in Canada. An offer can also be made conditional upon receipt of acceptable reference checks (and a police records check if required), although it is recommended that an offer be made after these checks have occurred. Once the successful applicant has accepted the job, unsuccessful applicants should be notified as soon as possible. It is recommended that all applicants be acknowledged and notified of the status of their application.

Every work arrangement should be in writing. The onus is on the employer to state expectations clearly. Below are checklists of what needs to be contained in an offer letter and a contract for a lay employee.

## Checklists for an Offer Letter and Contract for Lay Employees

An **offer letter** should include the following:

- a brief description of the position (or a description provided in a separate document)
- employment relationship (permanent full-time, permanent part-time, temporary, etc.)
- reporting relationships—be specific about accountability and supervision
- hours of work
- financial remuneration
- benefits entitlements:
  - United Church Pension and Group Insurance plan details
  - vacation
- probation period
- offer effective until
- entitlement upon termination<sup>2</sup>

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<sup>1</sup> Please note provinces may have record retention requirements. Should you have any questions regional council staff or independent legal counsel can assist.

<sup>2</sup> Termination language is often scrutinized by Courts, so it is recommended to speak with independent legal counsel to ensure enforceable termination language.

A **contract** for a lay employee should include the following:

- a brief description of the position (or a description provided in a separate document)
- employment relationship (permanent full-time, permanent part-time, temporary, etc.)
- reporting relationships—be specific about accountability and supervision
- financial remuneration
- benefits entitlements:
  - United Church Pension and Group Insurance plan details
  - vacation
  - sick leave
- probation period
- entitlement upon termination
- beginning and end dates, if it is a term employee

## Sample Interview Questions for Lay Employees

Many websites provide sample questions for those performing interviews.

[Charity Village](#) provides many sample questions for both managerial and non-supervisory positions under [Nonprofit Hiring Tools: Sample Interview Questions](#). These exhaustive lists provide many questions. Interviewers are encouraged to select questions from the samples into a subset of questions that will be asked in all the interviews for the same position.

## Checklist for the Recruitment and Selection of Lay Employees

### 1. Prior to Hiring

- Consider how the relationship will be structured (i.e., contractor vs employee).
- Once determined how it will be structured, ensure appropriate documents/practices are utilized.
- If you determine an employee is required, will you hire them for an indefinite period of time or fixed term contract?<sup>3</sup>

### 2. Review Application Materials and Interview

- Has this person been employed before? Was there a break in employment?
- Review Application (resume/cover letter).
- Conduct interview and document hiring process.

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<sup>3</sup> Note hiring an employee on a series of fixed term contracts without a break can lead to a finding of indefinite employment. It will be a factual analysis and differ based on each relationship.

### 3. Hiring

- Provide a contract for hiring (contractual or employment).
- Ensure appropriate language, including termination provision, is included in the contract.<sup>4</sup>
- Contract must be provided before work is started and individual should be given time to review and consider.
- Provide policies for review/sign off.
  
- Provide mandatory training (whether required by federal or provincial regulations) to new staff in areas of:
  - General health and safety training;
  - Harassment & Violence training;
  - Accessibility and Human Rights code training
- If hiring a member or adherent of the community of faith, ensure they are aware of the change in the nature of their relationship within the community of faith and the need for boundaries, including their resignation from the governing body or committees of the community of faith to avoid a conflict of interest.

## Types of Employment Relationships

As the M&P Committee begins the work of recruiting a new lay employee, it can be helpful to know the differences between various types of employment relationships.

### Full-time or Part-time Permanent Employment

Permanent employees, whether full-time or part-time, earn employment income, work as an integral part of the community of faith, and take ongoing direction from a supervisor.

Employers must ensure all workers designated as employees are placed on the church payroll with all appropriate statutory deductions made.

### Term Employment

Term employees (often referred to as “casual” or “contract” or “fixed term”) are employed for a specified period of time, or on an intermittent (as-needed) basis, and may be paid an hourly rate for actual hours worked or be salaried, depending upon the length of the term of employment. It is recommended that terms under one year be paid on an hourly basis, while terms of one year or more be paid a salary. It is also recommended terms are limited in duration and ideally not beyond three years, because Canadian courts treat lengthy term employment as permanent employment.

- Hourly paid term and salaried employees are entitled to at least the minimum statutory pay (“minimum wage”) in accordance with employment standards legislation. Federal and provincial legislation apply to these employees, which means income tax,

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<sup>4</sup> Regional council staff or independent legal counsel can be consulted to assist with enforceability of contracts and entitlements on termination.

Employment Insurance premiums, and Canada/Quebec Pension Plan contributions must be deducted.

- For hourly paid term employees, vacation pay on the gross amount earned must also be paid, either at the end of the term, or on each pay date. Please refer to the appropriate provincial employment standards.
- Salaried term employees receive a regular salary and have all appropriate deductions made, as with permanent employees. Employees who work more than 14 hours per week will receive pension and benefits. Normal vacation entitlement applies.

### Independent Contractors

Independent contractors are not considered to be employees. Fees for service contracts are entered into for a specific task or project. Independent contractors submit an invoice for the service they provide. They are not on the payroll and do not receive a T4 form at year-end. They do, however, receive a T4A. For further information, search “Employee or Self-employed?” on the [Canada Revenue Agency website](#).

Custodians and administrative staff should only be considered fee for service if they are the proprietors of their own business that provides the specific service that they have been contracted to do. They should otherwise be considered permanent or term employees.

The term “independent contractor” is generally used in working relationships where the worker is working under a contract for service. The central question to be determined is whether the worker who has been engaged to perform the services is performing them as a person in business and on their own account.

Care must be taken not to confuse “employees” and “independent contractors,” as these are very different situations as defined by the Federal *Income Tax Act* and provincial employment standards. Fee for service contracts must not be used to avoid the employer contributions (Canada/Quebec Pension, Employment Insurance) required with permanent or term employment.

### Honoraria

An honorarium is a monetary payment or reward usually in recognition of gratuitous or professional services on which custom or propriety does not set a price. In situations of guest speakers, musicians, or administrative services (e.g., editing or translation), where assistance/services are provided on one or two occasions only in a voluntary manner without expectation of a fee, it would be acceptable to treat payments to these individuals as honoraria.<sup>5</sup>

Honoraria totaling over \$500 for the year must be reported to the Canada Revenue Agency at year-end on a T4A supplementary form. The name, address, and social insurance number of the recipient must be obtained for this purpose.

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<sup>5</sup> If you have any questions about this structure, please consult regional council staff or legal counsel, as there are legislative and taxation implications.



## Assessing Differences Between Employees and Independent Contractors

Although there is no single “test” to follow, and the whole of the relationship must be examined, there are certain factors which must be considered. These include, but are not limited to: the level of control the employer has over the workers activities; whether the worker provides his or her own equipment; whether the worker hires his or her own helpers; the degree of financial risk taken by the worker; the degree of responsibility for investment and management held by the worker; and the worker’s opportunity for profit (or risk of loss) in the performance of his or her tasks.

*Control:* The control factor looks at the level of control that one party to the relationship exercises over the other. It is significant in distinguishing employees from independent contractors. A greater degree of control is indicative of an employment relationship. If, however, little or no control is exercised and the individual is reasonably free to determine when and how the work is performed, it is more likely that the worker is an independent contractor.

*Ownership of Tools:* This factor identifies the owner of the implements that are used to perform the work. If they are owned by a community of faith, it indicates an employment relationship. If they are owned by the worker, it indicates that s/he is an independent contractor.

*Hiring Own Workers:* This factor identifies whether the worker hires his/her own workers or sub-contractors. Where the worker is authorized to do so, and actually does, it indicates that s/he is an independent contractor. If the worker cannot, then it is indicative of an employment relationship.

*Opportunity for Profit and Risk of Loss:* Under the chance of profit/risk of loss analysis, one examines what the parties have at stake as a result of the relationship. If an individual stands to lose from the relationship, s/he will generally be considered to be an independent contractor. If, however, there is no risk of loss, s/he will generally be an employee. While this test can also be applied in reverse with respect to profit, such an analysis is probably less helpful since both an employment and contractor relationship can provide profit, yet only a contractor relationship allows for a potential loss.

*Extent of Integration:* The integration test looks at the degree to which services provided by the worker are integral to the business activity or only ancillary to it. If the work is integral, it indicates an employment relationship. If, however, the work is an ancillary service, it indicates that the worker is an independent contractor. This factor should be viewed from the perspective of the worker, rather than the church.

*Parties’ Intention:* More recently, the intention of the parties has arisen as an important consideration. The modern working reality is that independent contractors may desire to enter into these kinds of relationships, and payors may desire no liability other than the price of work.

The written agreement is also significant because it defines the parties’ intentions. This agreement will be examined with a view to determining the relationship that the parties

themselves intended to structure. Some indicators in a written agreement of the parties' intention are:

- a formal statement of the relationship;
- whether there is a lack of job security;
- whether employee-type benefits are provided;
- the extent to which the contract provides the worker freedom of choice and mobility.

While it is important to have a well-drafted independent contractor agreement including these elements, courts and tribunals will not hesitate to look at the substance of the relationship, not solely the wording of the agreement, when assessing whether an individual has been properly classified as an employee or a contractor.

Other factors may well assist in determining the true nature of the parties' relationship, including:

- Is the worker incorporated?
- Does the worker invoice for their services?
- Does the worker charge and remit taxes?
- Does the worker identify themselves as a part of the church?
- Does unsatisfactory work lead to consequences that resemble progressive discipline, or does it lead to formal complaints?
- What types of insurance do the parties carry, and who is responsible to contract for insurance?
- Is remuneration negotiated between the parties, or is it set by the church?

## Disciplinary Action and Termination

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For lay employee terminations, the regional council does not have to be consulted. It is recommended that the advice of an employment lawyer be sought prior to terminating a lay employee. This is vital to ensure that the community of faith is compliant with requirements of employment legislation and common/civil law. Communities of faith who attempt to terminate a lay employee without consulting an employment lawyer often find themselves in problematic situations.

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Staff may be terminated for different reasons. The reasons are generally separated into those that are considered to be "without cause," which include restructuring, downsizing, and position redundancy, amongst other reasons, and those that are considered to be "with cause,"

which include dishonesty such as theft or other criminal behaviour, willful misconduct, neglect of duty, or performance problems that are well documented.<sup>6</sup>

In any case involving ministry personnel, where a concern exists that may require disciplinary action up to and including ending the pastoral relationship, the M&P Committee must contact regional council staff at the earliest possible opportunity to ensure that the required procedures are followed, and that protection is provided for all parties involved. The process for changing pastoral relations for ministry personnel is found in *The Manual*, section I.3.1.

In all cases of termination, it is required that the staff member be given written notification that employment is going to end permanently. A lay employee can continue to work during the notice period (working notice) or leave immediately and receive pay in lieu of notice. In some cases, an employee may also be entitled to severance pay.

For lay employees, payment in lieu of notice and the amount of severance must follow government regulations, employment standards, and case law where appropriate. For common law notice, consideration is given to such factors as length of service, career relocation prospects, reason for termination, and other circumstances prevailing at the time. Please refer to provincial employment standards regulations regarding statutory notice and severance pay requirements. Legal counsel can confirm entitlements.

If you are planning on including continuation of benefits and/or pension contributions as part of a termination package, you must call the [Benefits Centre](#) team at the General Council Office and speak with a member of the pension and benefits team to ensure you are including the proper details in the termination package and are following the proper procedures to continue benefits and/or pension.

It is suggested that two representatives of the employer be present at the meeting with the lay employee. Normally, one is the direct supervisor of the employee, such as the chair of the M&P Committee, and the other could be the chair of the governing body. Both representatives should know exactly what they intend to say, and one should be delegated the task of doing the talking while the other observes and takes notes. The employee should be told that the decision to terminate is irrevocable.

Consideration should be given to providing the option of pastoral care, or if appropriate, the services of an outplacement agency on site, immediately following the termination meeting. This kind of assistance is available from TELUS Health, the United Church's Employee and Family Assistance Program (EFAP) provider. A counsellor can help prepare the team to share the termination news with the staff member and can also support the staff member afterwards. To access these services, call EFAP to ask for a manager consultation. Phone 1-844-880-9142 and

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<sup>6</sup> Each applicable provincial employment legislation will have its own definitions in relation to termination. Please consult the applicable provincial employment standards legislation in your area, or reach out to regional council staff or independent legal counsel to discuss.

explain that you are a volunteer working in a church leadership capacity. TELUS Health has notes on the United Church file indicating that volunteers acting as people leaders are eligible for management consultation.

The proposed termination package must be detailed and in writing. Termination packages should be developed in consultation with legal counsel and should include the following:

- effective date of termination;
- notice period or pay in lieu of notice;
- severance payments (if applicable);
- additional payment in exchange for a Full and Final Release (if offered);
- relocation/career counselling arrangements;
- time allotted for the employee to seek legal advice;
- return of keys, credit cards, and so on;
- confidentiality;
- vacation owing; and
- continuation of benefits and/or pension contributions.

Normally, a termination package outlines various options for payment from which the employee may choose, and requires the employee to sign a Full and Final Release (“Release”) before any payments in excess of statutory payments are made. Do not ask the employee to sign the Release during the termination meeting. Give them sufficient time to seek legal advice and make the required decisions before signing the Release (normally 5–10 days). Specify a date by which this should be completed.

Refer the employee to the Benefits Centre team at the General Council Office for any questions about benefits and pension plan options.

All employers must, upon termination of any employment relationship, issue a Record of Employment (ROE) outlining all monies earned within the last 52-week period. Legislation specifies provisions about when the Record of Employment must be issued. It is usually within five (5) calendar days following the last day of employment.

For any period during which an employee has earned a vacation but has not taken that earned vacation in vacation days (e.g., an employee works for less than one year and resigns, retires, or is terminated), the employee is entitled to vacation pay (a percentage of gross earnings) under applicable provincial employment standards legislation. The vacation pay must be paid within a specific timeframe after employment ends.

In preparation for a termination, the M&P Committee should think through the communication plan to announce the termination to the faith community. While it should maintain the need for confidentiality, it should also recognize the pastoral needs of members of the faith community who may have different feelings about the termination.

## Checklist for Termination

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Terminations and entitlements upon termination can be technical. It is recommended that the advice of an employment lawyer be sought prior to terminating a lay employee.

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### 1. Prior To Termination

- Determine if a written employment agreement exists which sets out amounts payable on termination.
- Determine if the termination will be “with cause” or “without cause”.
- Determine to the best of your ability if there are any human rights issues which may impact the decision/create greater risk i.e. has the employee recently returned from maternity or disability leave?
- Draft termination letter and consider entitlements that will be provided (minimum entitlements vs an additional amount in exchange for a Release barring future claims).
- As soon as you know that an employee is leaving, notify appropriate staff persons (as required) or system administrators of the date and time on which to terminate the employee’s access to computer and telephone systems. Make arrangements for how these accounts will be routed to ascertain that you will not lose contact with individuals. Gather any necessary passwords to accounts. Additionally, prepare to disable the employee’s building entry privileges, if applicable.
- Determine what organization property the employee may have. Existing employees should be required to turn in all property, which may include books and materials, keys, ID badges, computers, laptops, cell phones, etc. The request for the return of property should be made in the termination letter as well as at the actual termination meeting.

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Individuals preparing a termination package should:

- Determine what the statutory requirements are for the employee, which depends on the employee’s start date;
- Determine what the common law reasonable notice period is for the employee. Courts will look at the employee’s age, length of service and nature of employee’s position, along with salary details, amongst other considerations in order to determine what the appropriate “reasonable notice” is. Courts will also take into account other details which may impact the ability to obtain alternate employment;
- Determine whether working notice will be provided or whether termination package will be paid by lump sum or by salary continuance;
- Continue benefits for at least the statutory notice period and ideally the common law reasonable notice period as well;

- Consider providing outplacement counselling to the terminated employee, since it is in your best interests if the employee is able to obtain alternate employment within the notice period provided; and
  - Determine whether a Release will be required.
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## 2. The Termination

- Ensure that the termination meeting is in person or virtual (e.g., by Zoom). Do not terminate employment over the phone or by letter.
- If the termination meeting is in person, ensure that you have a room or office booked away from co-workers and that the meeting is private.
- If possible, have two members of the M&P Committee present for the meeting—one to observe/take notes and to speak.
- If it is a “without cause” termination, state this at the beginning of the meeting, and outline the main details of the termination letter.
- Avoid escorting the employee out the door or off the premises.
- Do not require employee to accept termination package at the meeting. Employee should be provided with at least a week to “digest” the news and/or obtain independent legal advice with respect to the termination package provided.
- Advise the employee that they can come back later (i.e., at the end of the day) to clear out their belongings from the office so as to avoid disrupting other staff, or embarrassing the employee. An alternate time can also be mutually arranged. Alternatively, items can be boxed for the employee and be ready for pickup or sent to their home. The employee should be asked for their preference.

## 3. Post-Termination

- Pay all entitlements owing pursuant including all statutory entitlements.
- Issue a Record of Employment (ROE) to the employee and to Service Canada. ROEs must be provided every time an employee has an “interruption of earnings” (e.g., termination, layoff, maternity leave, amongst other reasons). The ROE must be provided within five (5) calendar days of the end of the pay period in which the employee experiences an interruption of earnings (if issued electronically). In order to ensure the ROE is provided in a timely matter, consider issuing it to the employee at the termination meeting.
- Communication internally and externally should not disparage the individual in any way. For example, a communication can be as simple as: “As of Friday, January 22, 20\_\_, [employee] is no longer with the organization. We have not yet identified a fulltime replacement, but [name] will be stepping into the role of \_\_\_ on an interim basis until we do so.”
- If requested, provide letters of reference, or at the very least, letters confirming details of the employee’s employment.

- Use caution when speaking with prospective employers. It is wise to adopt a practice whereby the organization only confirms the details of the individual's employment (i.e., length of service, position, duties and responsibilities, etc.).

## Additional Details on Ending Relationships with Ministry Personnel and Lay Employees

### Employment Issues for Community of Faith Transitions

#### A) Disbanding

When a community of faith decides to request permission to close, the regional council will consider the request and, if in agreement, set a date on which the legal entity will cease to exist.

This change will impact called/appointed ministry personnel and lay employees. The date of the disbanding date must consider the legal responsibilities to these individuals.

For ministry personnel, 90 day's notice, pay in lieu, or a combination shall be respected, as stated in The Manual I.3.1.6(f).

For lay employees, their notice would differ from that of ministry personnel and would depend on the specific facts related to each employee, as well as applicable legislation.

#### B) Amalgamations and Collaborative Ministry Agreements

As part of the process of amalgamation or development of a collaborative ministry agreement, a ministry plan will be developed. This may come from a recent community of faith profile or a Memorandum of Understanding. These plans will identify the needs of new ministry going forward and will be approved by the regional council.

The staffing needs (both ministry personnel and lay employees) identified for the new entity will serve as the template for adjusting staff needs. If a reduction is required, appropriate notice or pay in lieu, as required by The Manual or employment legislation, will need to be offered.

It may be possible to transition ministry personnel to the new call or appointment, if an agreement can be reached by all parties, including the regional council. Also, it may be possible to transition lay employees to a new contract, if an agreement can be reached by all parties.

In situations of staff reduction, it may be a best practice to release all staff and ministry personnel and complete an interview process based on new position descriptions and needs.

### C) Ecumenical Shared Ministry (ESM)

For communities of faith entering into an ecumenical shared ministry agreement, the parties need to decide which denominations' salary, and benefits and pension regulations will apply. Ministry personnel will be covered by and accountable to their home denomination.

#### Resignation and Retirement

Reasonable notice is expected of a staff member who finds that circumstances necessitate a change in employment.

Ministry personnel can request a change in pastoral relations to end the pastoral relationship because of a new call or appointment, to retire, or for other personal reasons. The requirements of this process are found in *The Manual* in section I.3.1.4, including the need to provide 90 days' notice.

More information about the retirement of ministry personnel can be found in *The Manual*, section I.3.2, and on the [Pastoral Relations](#) webpage.

*For ministry personnel who choose to draw their pension*, there must be a period of at least 13 continuous weeks between the effective date of the first pension payment and the date of entering into a subsequent appointment. Also, there are to be no discussions or consideration of any return to work for that individual until after the ministry personnel's retirement date, and even then, only on terms and conditions that are substantially different from the terms that applied prior to retirement.

Examples of "substantially different" include another community of faith, a different number of hours, or different responsibilities. However, *for ministry personnel who must draw their pension as required by the Income Tax Act*, there is to be no change to the terms of call or appointment.

The normal expectation of notice given by a lay employee is two to four weeks. The employee should provide formal notification in writing so that there is no misunderstanding regarding dates.

Retirement is no longer mandatory, but members of The United Church of Canada pension plan must begin receiving their pension no later than the first of December in the year they turn 71. If a staff member is considering retirement, it is important to begin retirement planning well in advance of the retirement date. This process should begin at least six months before the planned retirement date so that both the government and the church pension plan documentation can be completed to ensure no interruption in earnings.



## Exit Interviews

Exit interviews, held when ministry personnel and lay employees leave their positions in a community of faith, are a common practice in the United Church.

When a community of faith profile is being developed, an exit interview for the ministry personnel is often part of the process; the specific method is decided by the team producing the profile. If the community of faith profile team is not organized before the end of the pastoral relationship, an exit interview for the ministry personnel may be organized by a few members of the M&P Committee.

When a lay employee is leaving, it is appropriate for the M&P Committee to recommend to the governing body that an exit interview take place. Given the M&P Committee's responsibility for the annual review, the M&P Committee might be asked to undertake the exit interview as well. Issues identified in an exit interview may be helpful in the subsequent hiring process.

An exit interview may be conducted with departing ministry personnel or lay employees. In either case, the information that comes from an exit interview will be useful in assessing the current health and defining the future ministry needs of a community of faith. The exit interview with ministry personnel may be conducted as part of the process to prepare a community of faith profile. For an interview conducted with ministry personnel, it may be helpful for a regional council liaison to be present to receive feedback for the regional council.

An exit interview has three goals:

1. To help the community of faith learn more about itself: its dynamics, strengths, challenges, present state, and so on.
2. To help the outgoing staff person reflect on their time in the community of faith and to articulate the learnings that have come from being in relationship with that particular community of faith.
3. To allow both parties to enter into a deeper stage of closure, and make room for fresh beginnings.

Although it is called an interview, the tone of the meeting should be conversational. It is an opportunity for the staff person to offer their thoughts and observations, and a time for others to offer observations and affirmations to the individual as well. An exit interview is not a performance review of either the staff person or the community of faith. If you plan to use this guide, we suggest that you share the outline of your interview with the ministry personnel or lay employee prior to the meeting. This allows them to understand the purpose and focus of your conversation.

With departing ministry personnel, notes should be taken during the interview for the development of the community of faith profile. These notes will not be put into the personnel file of the ministry personnel, but will be used by the team developing the community of faith profile as part of the pastoral relations process. This should be stated clearly when the interview begins.

Ministry personnel and lay employees can offer a valuable and unique perspective on the characteristics and life of a community of faith. Even if the ending of the pastoral relationship or the employment relationship is difficult, the staff person's perspective ought to be heard and considered. It needs to be recognized, however, that the future hopes and needs of the community of faith may be very different from the observations and opinions of the outgoing staff. Their comments are not binding on the community of faith.

The interview is primarily a time to listen. It is not a time to debate or defend. Defensiveness will serve no purpose at this point. All comments should be heard and considered for what can be learned from them.

If the ministry personnel will be living in the same community beyond the end of the pastoral relationship, it is necessary to have a conversation about appropriate boundaries and their participation in the community of faith with regard to taking part in weddings, funerals, Sunday Services, hospital visiting, and how to refer friends to a new ministry personnel for pastoral care and counselling. More information about these types of conversation is found in the [Pastoral Relations: Guidelines for a Community of Faith Profile](#) resource.

#### Sample Exit Interview Questions

These questions are offered as a guide. The team performing the exit interview does not need to ask all the questions below; choose what you think are the most relevant. However, there should be a balance of questions that allow staff to share their celebrations and concerns about the community of faith, as well as reflect on their own vocational life.

1. Describe your time/experience at \_\_\_\_\_ community of faith.
2. What do you believe were the highlights of your time with this community of faith?
3. What do you believe were the greatest difficulties during your time with this community of faith?
4. What important goals were you unable to achieve and why?
5. How did you mark the end of your time in ministry with this community? Were there rituals around ending that were helpful for you? If not, is there anything you need to do now in order to leave well, to leave in peace?
6. What, if any, regrets do you have, as you depart this community of faith?

7. What excites you about the future of this community of faith? What worries you?
8. What excites you about your future in ministry? What worries you?
9. What do you think are the community of faith's expectations of their new ministry personnel?
10. How did your family and friends experience this community of faith?
11. What lessons/experiences from this community of faith will you take into your next ministry?
12. What would you want to tell the incoming ministry personnel about this community of faith to assist them in making their time a positive experience?
13. How can the regional council best support this community of faith?
14. How can the regional council best support you?
15. How can the regional council best support the new ministry personnel?
16. For retiring ministry personnel: How do you propose to separate yourself from the community of faith in order to maintain a professional relationship with incoming new ministry personnel?
17. For multiple staff ministries: Was the workload appropriately distributed between members of the staff? Are differences in compensation appropriate to differences in experience, responsibility, and assignment? Have you found relations between staff members to be open and supportive? If not, please describe your experience.
18. Is there any additional information you would like to have recorded as part of this exit interview?

## **Death of Ministry Personnel**

The policies after the death of an active ministry personnel are outlined in *The Manual* at I.3.4, including financial support to their spouse or dependent children. The financial support is from the employer indemnity benefit paid to communities of faith to support the family of ministry personnel who die while actively working for the United Church (while a member of the active group insurance plan). Communities of faith contact the United Church's Benefits Centre to seek assistance from the employer indemnity benefit.

After the death of a ministry personnel, there are responsibilities for the M&P Committee or community of faith and for the regional council.

M&P Committee or Community of Faith responsibilities:

1. The M&P Committee, on behalf of the community of faith, immediately informs regional council staff;
2. The M&P committee offers support to the deceased minister's spouse or dependent children or of another significant person in the minister's life;
3. The M&P committee informs the treasurer and the chair of the governing body that all of the minister's pay and benefits will continue for the spouse or dependent children for a six-month period following the month in which the death occurred. It is coordinated with the Restorative Care Plan, whereby the total payment from both plans cannot exceed six months' worth of pensionable earnings; and
4. The M&P committee reminds the governing body that this support includes continued use of the manse or alternative accommodation.

Regional Council responsibilities:

1. Regional council staff contact the minister's immediate family and/or another significant person in the minister's life to ensure pastoral support is in place;
2. The regional council supports the M&P committee through steps 1 to 4 and answers any other questions the committee may have;
3. Regional council staff inform the Office of Vocation and the Benefits Centre of the date of death of the minister, contact information and particular circumstances of the minister's spouse or dependent children;
4. The regional council assists the M&P committee in applying to the employer indemnity benefit to assist with salary continuance benefit;
5. Regional council staff ensures the minister's spouse or dependent children (through the children's legal guardian) understand that salary and benefit supports are in place for them and addresses any other questions they may have; and
6. Regional council staff informs, when appropriate, the spouse or dependent children (through the children's legal guardian) of alternative accommodation options and assistance with moving if they are currently living in the manse.

## Appendix

### Sample Lay Employee Job Description

The following template is provided by [HR Council for the Nonprofit Sector](#). The template outlines the major categories that you should include in your job descriptions along with an explanation of what to include in each category.

<b>Job title</b>	<i>The formal title of the position</i>
<b>Reports to</b>	<i>The title of the position that the job incumbent reports to</i>

#### Job purpose

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

- The job purpose is usually no more than four sentences long

#### Duties and responsibilities

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

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

#### Qualifications

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

All qualifications must comply with provincial human rights legislation.

Qualifications include:

- Education
- Specialized knowledge
- Skills
- Abilities
- Other characteristics such as personal characteristics
- Professional certification
- Experience

**Working conditions**

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

**Physical requirements**

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

**Direct reports**

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

<b>Approved by:</b>	<i>Signature of the person with the authority to approve the job description</i>
<b>Date approved:</b>	<i>Date upon which the job description was approved</i>
<b>Reviewed:</b>	<i>Date when the job description was last reviewed</i>

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

A national organization agreed to post this policy on [www.hrcouncil.ca](http://www.hrcouncil.ca) as part of the HR Toolkit. Sample policies are provided for reference only. Always consult current legislation in your jurisdiction to create policies and procedures for your organization