

**PERSONNEL POLICIES AND PRACTICES**  
**PRESBYTERY OF EASTERN VIRGINIA, PRESBYTERIAN CHURCH (U.S.A.)**  
**and**  
**GUIDELINES FOR RELATED INSTITUTIONS AND MINISTRIES**

**PREFACE**

These policies and practices are the product of an effort to state the personnel policies and practices of the Presbytery of Eastern Virginia and to reflect those church-wide domestic personnel policies for General Assembly agencies adopted by the General Assembly Council. The policies adopted by the General Assembly Council were commended to synods, presbyteries and sessions as guidelines in the adoption of their own policies.

**1 PERSONNEL PHILOSOPHY**

The work of the agencies and governing to be understood within the context of the governing bodies of the Church as defined by the *Book of Confessions* and the *Book of Order* and within the context of their mission. (Some examples are *Book of Confessions* 9.07 and 9.31 and *Book of Order* G-1.0200, G-4.0400-4.0403.

**1.1 A Theology of Employment**

The Presbyterian Church (U.S.A.) is a community of faith called into being by God's grace in Jesus Christ. As such it is "a community of people known by its convictions as well as by its actions." (*Book of Order*, G-2.0100}.

- This community of faith celebrates creation as an ongoing phenomenon of God. It acknowledges the sovereignty of God over and the Lordship of Jesus Christ over the Church.
- This community of made up of people called by God into a covenant relationship. Here gifts are recognized and used for the purposes of God. This community of faith values the contributions of all its employees.

- This community of faith is a servant community. It offers its life for the world.
- This community of faith is an interdependent community within which particular responsibilities are accepted and acted upon.

This Church is living testimony that the "God who creates life, frees those in bondage, forgives sin, reconciles brokenness, makes all things new, is still at work in the world." (G-3.0300).

Implicit in Christian theology are certain basic assumptions about persons that should be taken into account in the Church's employment practices if the Church is to be faithful to insight.

Without such faithfulness the Church will distort its witness. Through faithfulness the Church will make life together in work more meaningful, productive and rewarding.

These basic assumptions are inherent in the central teachings of the Christian faith regarding the nature of persons. They are benchmarks that can guide the Church in its employment practices.

Persons are created in the image of God. God is the creator; therefore, the creativity of those made in God's image must be recognized and protected. A failure to allow this creativity denies God's creation and the continual creativity through persons.

The Christian Gospel sets people free from bondage to assume responsibility for themselves. This means that in the acceptance of this freedom a person finds dignity. To deny the opportunity for the exercise of this freedom is to deny the worth and dignity of the individual.

A covenant agreement is the proper expression of a mutually agreed upon functional order in relationships. Employment is such an agreement in

which two parties agree to function together in a certain way to achieve an agreed-upon objective or purpose.

As an employer the Church must recognize and incorporate into its particular personnel system these basic assumptions of faith or it risks the possibility of being unfaithful to its own witness.

## **2 SCOPE AND APPLICATION**

The following policies and practices are established for all staff called or elected by the Presbytery of Eastern Virginia and to all those employed by Presbytery and its agencies.

Presbytery may amend these policies at any time and shall inform all employees of any such amendments.

## **3 COMMITMENTS UNDERLYING THESE PERSONNEL POLICIES**

These personnel policies are based on commitments by the employer and the employees:

- The employer will recognize and affirm the full potential of each employee and develop, support, and use the full range of human resource potential.
- Employees will devote their interest and energy to their work and the goals of the organization.

These commitments reflect an open partnership in which objectives are shared and in which both employer and employee acknowledge their responsibilities to each other.

### **3.1 Employer Responsibilities**

- a. to be faithful to the purpose of the organization

- b. to provide opportunity for employee participation in the development and administration of the personnel system, allowing adequate time during regular working hours for such participation
- c. to assure that policies and administration of the personnel system are consonant with the rights of employees
- d. to provide equal opportunity for all employees in all aspects of every phase of the personnel system and to have an affirmative action program
- e. to provide adequate and equitable compensation to employees
- f. to assist employees in meeting their career goals and objectives in a manner consistent with the interest of the employer
- g. to conduct regular performance reviews of employees which relate their work objectives to objectives of the employer and which give employees an opportunity to participate in evaluating their own performance
- h. to provide equitable benefits and working conditions for the general welfare and well-being of all employees
- i. to establish and maintain open communication with employees on matters concerning their welfare and the employer's interests
- j. to establish and administer a process which provides for the hearing and resolution of complaints and grievances
- k. to provide a work place that is safe and secure.

### **3.2 Employee Responsibilities**

- a. to be faithful to the purpose of the organization
- b. to give their best possible performance in their assigned functions
- c. to understand their role and function in the context of the goals of the organization
- d. to participate in committees or groups as requested in furtherance of the goals of the organization
- e. to take initiative so that employee opinion is presented to the appropriate forum dealing with the personnel system through the supervisor and the General Presbyter
- f. to make suggestions on the improvement of operations
- g. to act in accordance with the employer's rules and regulations.

### **3.3 Common Responsibilities**

The partnership style of employer/employee relationships is dependent upon acceptance of the necessity of employer and employee to be responsible to each other in the exercise of their respective responsibilities.

## **4 EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION**

### **4.1 Equal Employment Opportunity (EEO) Policy**

In the modern world, mission has many implications, one of which is the removal of discriminatory practices that deny individuals the opportunity to achieve their highest employment potential. Therefore, it is the policy of the Presbytery of Eastern Virginia to administer all employment policies without discrimination based on race, color, sexual orientation, creed, religious affiliation (except where such

affiliation is determined to be a bona fide occupational qualification), national origin, gender, age, marital status, or disability (G-4.0400, G-9.0104).

The Presbytery of Eastern Virginia is committed to Fair Employment Practices in accordance with the *Book of Order* and the various policies of the General Assembly and in compliance with applicable laws such as Title VII of the Civil Rights Acts of 1968 and 1974, The Equal Employment Act of 1972, the Equal Pay Act of 1963, the Age Discrimination Act of 1967, and any amendments thereto, together with related laws and regulations of state and local authorities.

- a.** The Presbytery, through the General Presbyter, or her/his documented designee, will be accountable for implementing policies and processes covering compensation, benefits, promotions, transfers, training, career development, dismissal and other forms of discipline, reduction in force and all other areas of employee treatment.
- b.** The Presbytery, through the Presbytery Council, will periodically analyze all its employment practices and the results of its actions to insure that the policy of Equal Employment Opportunity is being met and that actions may be designed to remedy any deficiencies identified.
- c.** A copy of the Presbytery EEO policy shall be posted at each place of employment. Each employee shall receive a copy of the EEO policy as part of the Presbytery Personnel Policies Statement. All advertisements for positions will include a statement that the Presbytery is committed to an EEO policy.
- d.** Copies of the EEO policy and any revisions thereto will be provided to all members of Presbytery on request, members of the Presbytery Committee on Ministry and to Stated Clerk of

Presbytery. EEO Training will be given to all concerned committees.

#### **4.2 AFFIRMATIVE ACTION PROGRAM**

- a. The General Presbyter shall be responsible for administration of this Affirmative Action Program.
- b. At least annually, the General Presbyter and the Personnel Committee shall review the composition of the work force by race, ethnic origin, sex and age. A written compilation of such statistics together with recommendations concerning any under-utilization of minorities and women will be placed on file.
- c. When any staff vacancy occurs and when a new position is created, affirmative action will be taken to recruit under-utilized minorities and women. Such affirmative action shall include placing the words, "minorities and women are encouraged to apply," in any advertisement for employment. Other recruitment steps may also be taken as appropriate to assure employment opportunities for minorities and women who are qualified.
- d. The General Presbyter shall submit any required reports to Synod and General Assembly.

#### **5 EMPLOYMENT CATEGORIES, TERMINOLOGY AND PROCEDURES**

##### **5.1 Employer**

The employer of Presbytery staff is Presbytery Council acting as an agent, of the Presbytery of Eastern Virginia, Presbyterian Church (U.S.A.).

##### **5.2 Non-exempt and Exempt categories**

The Fair Labor Standards Act provides for non-exempt and exempt positions with respect to overtime.

Persons employed in non-exempt positions shall be paid overtime wages for hours worked in excess of 40 hours per week. Overtime pay is at the rate of one-and-a-half times the regular hourly rate. A supervisor must approve all overtime work in advance. Compensatory time off in lieu of overtime pay for hours worked in excess of 40 hours a week may be taken at the employee's request.

If the normal work week for a non-exempt position is less than 40 hours a week, all hours worked up to 40 hours a week will be paid at the regular hourly rate. However, compensatory time off, i.e., one hour for each hour worked, may be given in lieu of payment for hours worked in excess of the normal work schedule but less than 40 hours a week.

Those persons employed in exempt positions are not paid overtime wages for hours worked either in excess of the normal work schedule or 40 hours a week. Such employees are expected to manage their schedules to provide them with a *minimum* of one day off during a normal workweek.

### **5.3 Ministers of the Word and Sacrament**

In accordance with federal and state statutes and Church policy all Ministers of the Word and Sacrament employed by Presbytery are considered self-employed persons engaged in the exercise of their ministry and are not subject to withholding for certain taxes. They are, however, included in all other policies that apply to "employees" except where excluded by federal or state law.

## **6 TERMS OF OFFICE**

Unless an employee is elected for a specific period or has a contract of employment, all employment is of indefinite term.

**6.1** The first three months of employment of non-exempt personnel is a probationary or trial period giving the supervisor an opportunity to evaluate the employee's interest and qualifications for the position under actual working conditions.

Prior to regular employment a performance appraisal is prepared and discussed with the employee. When all requirements for regular employment are completed satisfactorily, regular employment will begin with the next pay period. At that time, computation of vacation time, sick leave and parental leave will be retroactive to the date of initial employment.

A pre-employment physical examination at Presbytery expense may be required of applicants nominated for positions having specified physical requirements.

## **7 CALLS**

### **7.1 Calls for Ministers of the Word and Sacrament**

All staff who are Ministers of the Word and Sacrament shall be provided with a written call stating the terms of employment. In compliance with the *Book of Order* the call shall be submitted to the presbytery for approval.

### **7.2 Call for the General Presbyter**

The General Presbyter shall be provided with a written call stating the terms of employment.

### **7.3 Calls for Elected Staff**

All elected staff shall be provided with a written call stating the terms of employment.

## **8 OTHER EMPLOYMENT PRACTICES**

### **8.1 Sexual Misconduct**

The Presbytery of Eastern Virginia Policy on Sexual Misconduct shall apply to all Presbytery staff. The procedures to be followed in responding to accusations of sexual misconduct are included as an addendum to this document.

## **8.2 Conflict of Interest**

No employee shall accept any gift, gratuity, grant service or any special favor from any person or persons or businesses which provide or receive goods and services or which seek to provide or receive goods and services to or from Presbytery agencies. However, minor courtesies such as luncheons, dinners or similar arrangements in connection with business discussions may be received.

In addition, if an employee is called upon to participate in a decision in which the interests of the employer conflict with her or his personal interests, the employee should abstain from participating in the decision.

All employees who hold other paid positions should ensure that such outside employment will not interfere with the performance of their duties or produce a conflict of interest in the pursuit of those duties.

## **8.3 Privacy**

Employers shall establish procedures necessary to guarantee the confidentiality of medical and employment records in accordance with the privacy guidelines established by the General Assembly.

## **8.4 Governmental Investigations**

In the event of an inquiry by the police, F.B.I. or other governmental investigational agency or official concerning the work of the Presbytery, its activities, records or personnel, or in the event an employee is sought to be queried by such governmental agency, the following shall be the policy in this area:

- a. All such inquiries shall be referred to the General Presbyter.

- b. No information or documents of any kind will be released until the General Presbyter has consulted with and attained the clearance of the Stated Clerk of the General Assembly or her/his representative in matters regarding governmental investigations.
- c. The General Presbyter may release information or documents following the consultation and clearance described above.
- d. Employees shall be informed if there is an inquiry regarding their personnel records.

### **8.5 Honoraria**

Presbytery staff is expected and encouraged to respond as appropriate and possible to invitations to speak in churches. They are provided travel allowance to cover this expense. Presbytery staff should not accept any honoraria offered unless conducting worship in the absence of the pastor and his or her substitute, or leading a workshop or retreat.

## **9 SALARY ADMINISTRATION**

### **9.1 Philosophy and Principles**

Compensation of staff will be guided by the underlying principles as outlined in the latest church wide compensation and fair employment documents adopted by General Assembly.

The Church is committed to salary administration that will provide: fair pay for the work performed; incentive for personal achievement and growth; and flexibility to meet changes in organization, functions, positions and personnel over a period of time. Salary levels will be maintained in a manner that results in their being consistent internally, responsive to changes in economic indices and in keeping with the Church's philosophy and objectives.

### **9.2 Position Evaluation**

All presbytery positions shall be evaluated on the basis of job descriptions under the system that is based on the principles established in the latest church wide personnel guidelines established by General Assembly.

The evaluation process will result in the establishment of a position classification and salary range for each position.

### **9.3 Relationship of Salaries to Salary Ranges**

Initial placement within a salary range shall reflect a judgment of the qualifications and experience of the incumbent relative to the position requirements. An employee will not be employed below the minimum of a salary range nor above the maximum of a salary range. An employee will normally start at a salary no higher than the mid-point of the range for the position for which she/he is being employed.

### **9.4 Adjustment of Salary Ranges**

The overall salary administration policy of Presbytery Council will be reviewed at least annually on the basis of guidelines provided by the Church-wide Compensation Council. This review will include locally relevant economic indicators, changes in the salaries of pastors of congregations and other relevant factors, and adjustments made as indicated.

### **9.5 Salary Review and Increments**

A. All individual salaries will be reviewed annually by the Personnel Committee and then recommend to the Presbytery Council; and will also be reviewed when there are changes in duties or responsibilities, which may call for a change in position classification.

Decisions on increases in salary will be based on salary administration policy as adopted by Presbytery Council.

B. Individual salary changes will be made based on performance, on considerations of relative equity within organizations, on position in salary range and on appropriate career progression relative to these factors. Length of service alone is not considered a valid reason for an increase.

C. Salary recommendations:

1. The General Presbyter recommends staff salary adjustments as discussed with the Personnel Committee.
2. The Director of Makemie Woods recommends staff salary adjustments through the Makemie Woods Committee, which then takes recommendation to the Resource Ministry Team.
3. The Personnel Committee recommends salary adjustments for the General Presbyter, Associate General Presbyter, Stated Clerk, Director of Makemie Woods, and Campus Minister in consultation with the General Presbyter as Head of Staff.
4. The Personnel Committee, Resourcing Ministry Team, and General Presbyter bring salary recommendations to the September meeting of Council.
5. Council acts upon the above salary recommendations at the September meeting. Budget Committee places salaries approved by the Council in the proposed PEVA budget.

**9.6 Staff Salaries, Ministers of the Word and Sacrament**

In accordance with *Book of Order* changes in terms of the call of a staff member who is a Minister of the Word and Sacrament must be reported to the presbytery. A minister of the Word and Sacrament called to a Presbytery position falls under the same compensation guidelines as any other minister called to a local congregation in PEVA. (Re. C.O.M. Manual)

**9.7 Availability of Salary Information**

Employees are entitled to information on the salary range within which their positions fall.

All salary information on called staff shall be printed in the Minutes of the Presbytery of Eastern Virginia.

9.8 (?) Sec. 16 Part Time a,b,c ?

## **10 HUMAN RESOURCE DEVELOPMENT**

### **10.1 Annual study Leave for Exempt Staff**

Up to two weeks annual study leave with pay may be granted to exempt staff within the following guidelines:

- a.** It is not additional vacation although it may be taken in conjunction with vacation.
- b.** It is granted only when the employee and the Personnel Committee have agreed on the appropriate timing of the leave and upon clearly identified goals that are related to the needs of the individual and the employer.
- c.** A report on learning in relation to agreed goals must be reviewed with the supervisor, Personnel Committee and the Presbytery Council after the completion of the leave.
- d.** Annual study leave may be cumulative for up to three years. The total accumulation of annual study leave shall be no more than six weeks.
- e.** Pay in lieu of this leave will not be provided.

### **10.2 Study Leave for Non-Exempt Staff**

It is anticipated that most study needs of non-exempt staff can be met through means other than extended study leave. Under special circumstances, when it can be demonstrated to be for the good of the employer as well as for the employee, study leave for non-exempt staff may be approved by the immediate supervisor.

### **10.3 Extended Study Leave for Exempt Staff**

To enable exempt employees to give extended study to subjects which will contribute to the work of their employers and to their own technical or professional development, an extended study leave, with pay, may be granted within the following guidelines:

- a. The employee must have completed five years of credited service.
- b. At least five years must have elapsed since any previous extended study leave, and at least one year since any previous two-week study leave.
- c. A detailed written plan of study with clearly identified goals and expected end products must be considered by the Personnel Committee with recommendations to the Presbytery Council, approved by the Presbytery and/or by authorizing committee where appropriate, long enough in advance so that budget and staffing needs may be met.
- d. The maximum length of extended study leave will be four (4) months. It may be taken in conjunction with earned vacation within a particular year but may not be combined with annual study leave since an employee is not eligible for both types of leave in the same year.
- e. The ongoing work of the particular position and the total functions of the organization will be primary factors in considering the granting of extended study leave.

## **11 PERFORMANCE APPRAISALS**

### **11.1 Annual Performance Appraisal**

- a. An annual performance appraisal will be conducted for both exempt and non-exempt staff by the designated person or committee. They should be documented in writing. The appraisal shall include, among other things, an assessment of the person's work in light of the position description. Where possible this appraisal should include a review of objectives that have been agreed upon for the year by the person and the supervisor. Among other things, the annual appraisal will help to determine the merit increase the employee may receive.

**b.** The Personnel Committee of Presbytery Council shall be responsible for seeing that such appraisals are performed and shall prescribe the methods to be used for such appraisals subject to Council approval.

**c.** Constitutional Staff Performance Appraisals (SC, GP, AGP).

**1.** Each member of the Constitutional Staff will be asked to provide to the Personnel Committee a self-appraisal in writing. This appraisal should include:

- A general assessment of the year's performance, highlighting special areas.
- Comments on personal goals and accomplishments during the past year.
- Identification of critical work objectives for the next 12 months.
- Note any suggested adjustments in their position description.
- Requests for continuing Education Studies or other special funds or time.

**2.** The Personnel Committee shall request of the General Presbyter a written appraisal of all Associate General Presbyters and the Stated Clerk.

**3.** The Personnel Committee shall:

- Become familiar with position descriptions of each member of the Constitutional Staff.
- Gather and summarize all written appraisals.
- Plan and conduct a one-hour interview with each member of Executive Staff.
- Prepare a written performance appraisal with recommendations for Terms of Call for next year.
- Seek concurrence of General Presbyter on the appraisals of the Associate General Presbyter(s) and the Stated Clerk.
- Share appraisals with the staff member and seek her/his concurrence.

-Submit a summary to Council for approval.

4. Evaluation Process by Personnel Committee for General Presbyter, Associate General Presbyter, Stated Clerk, Director of Makemie Woods and Campus Minister.

November 1<sup>st</sup>: explanatory letter and appraisal questionnaire(s) sent to appropriate members of Presbytery

December 1<sup>st</sup>: deadline for return of questionnaires

December: questionnaires read and summaries written

January: interviews planned and held

March: summary of appraisals reported to Council for approval

April: report of appraisals included in Council report to Presbytery

d. All materials used in the Evaluation Process shall be maintained in confidence by the Personnel Committee and kept by its Chair for at least seven years beyond separation.

## **12 SEPARATION PRACTICES**

The term "separation" shall refer to any and all terminations of the relationship between an employee, exempt or non-exempt, and the employing agency.

### **12.1 Voluntary Resignation**

A voluntary choice of separation freely made by the employee may take place after one month's written notice for exempt employees or two weeks written notice for non-exempt employees. All such employees will receive pay for accrued vacation. Vacation pay is forfeited if notice is not given.

### **12.2 Termination Without Prejudice**

An employee's employment may be terminated by the employer for reasons other than those enumerated under Dismissal for Cause in paragraph 12.3

below. Termination without Prejudice will be upon the recommendation of the General Presbyter.

Employees terminated without prejudice will be entitled to notice, severance allowance and outplacement assistance as outlined and limited in paragraphs 12.5 (a-e) below.

### **12.3 Dismissal for Cause**

Dismissal for cause may take place by written notice from the General Presbyter, or her/his documented designee, giving specific reasons for termination.

Notice must be given or pay in lieu of notice of one month for exempt employees or two weeks for non-exempt employees. No severance allowance will be paid but employees who are dismissed will receive the cash equivalent of their unused earned vacation.

Reasons for dismissal shall include but not be limited to:

- unsatisfactory performance
- insubordination in the line of assigned duties
- repeated unexcused absence and/or repeated absences or tardiness
- illegal, dishonest or unethical conduct
- repeated failure or refusal to observe employer policies
- sexual misconduct

Discharge of an employee is always considered to be an action of last resort taken after remedial measures have been proven ineffective or when the employee's conduct is such as to preclude further employment. Written documentation, consisting of one (1) verbal and (3) three written warnings, is required prior to recommendation for dismissal unless immediate dismissal is considered to be necessary for the safety of persons or property. Each warning will contain specific details regarding inappropriate conduct and/or inadequate performance on the job, as well as remedial actions or behavior required. Dismissal is subject to the

grievance procedure as outlined in these policy guidelines. All dismissals of employees will be reviewed by Presbytery Council in executive session.

#### **12.4 Suspension**

If unacceptable behavior (e.g., insubordination, harassment of other employees, apparent involvement in dishonest or unethical acts, sexual misconduct, etc.) requires absence from the work place the General Presbyter may suspend the employee, pending verification and evaluation of the circumstances. Suspended employees will receive pay during the investigation process.

Suspension without pay may be invoked in circumstances where an offense has been clearly established requiring disciplinary action but not warranting immediate dismissal. Normally suspension will be invoked after one (1) verbal and three (3) written warnings are issued to employees regarding inappropriate conduct and/or inadequate performance on the job. Each warning will contain information about specific performance actions or behavior required. Suspension shall be considered to be a warning to the employee that repetition would subject the employee to dismissal. Suspension without pay may be for a period of up to two weeks.

Consultation between the employee, the supervisor, and the General Presbyter, or her/his documented designee should precede suspension. Notice of the reason for the suspension must be given to the employee in writing.

The employee shall be notified in writing of her or his right to use the grievance procedure as outlined in these policy guidelines and shall have the right to defend her or his position with or without an advocate. If the employee decides to use an advocate, it will be at the employee's expense.

#### **12.5 Reduction of Force**

**a. Reduction of Regular Staff** If the presbytery, because of a fundamental change in long-range objectives, reorganization changes, or a serious change in financial outlook, is required to make a reduction in work force, the decisions and procedures by which staff members will be released will be fairly and consistently applied to all staff. Written notice will be issued by the Chair of Presbytery Council to all regular staff announcing the reduction and reasons for it.

**b. Schedule of Allowance and Assistance** (Reduction In Force or Termination Without Prejudice)

**1. Severance Allowance - Non-Ordained Staff**

(a) A severance allowance based on the total annual effective salary, will be given in relation to the length of service to the presbytery as follows:

<u>Years of Service</u>	<u>Wks. of Sev. Allow.</u>
Up to 6 months	0
½ yr. up to 2	2
2 yrs. up to 3	4
3 yrs. up to 4	5
4 yrs. up to 5	6
5 yrs. up to 6	7
6 yrs. up to 7	8
7 yrs. up to 8	9
8 yrs. up to 9	10
9 yrs. up to 10	11
10 yrs. up to 15	12
15 yrs. up to 20	13
20 yrs. up to 25	14
25 yrs. or more	15

(b) Severance allowance for ordained staff is governed by C.O.M. policy.

(c) Payment of severance allowance will be achieved in one of the following two ways as determined by the employer after consultation with the employee:

(1) Lump sum payment

The total amount of the salary due as severance will be paid in not more than two payments. The payment or payments shall be completed within six months of the employee's last day of work.

(2) Salary continuation

The employee's salary will be continued on the regular schedule through the severance period.

2. The employer's share of the employee's pension and other benefit payments will continue to be paid by the employer during the severance period if payment of severance is on the basis of continued salary noted in 12.5.b.1. (b) (2) above. Pension and other benefit payments will not be continued if the severance allowance is made in one or two lump payments.

**a. Special Assistance** Staff In Transition who have accrued educational leave time and/or funds may use this time equivalence in pay and the money for education intended to enhance the individual's employability. Prior approval of the Personnel Committee is required.

**b. Vacations** Any vacation entitlement should be completed prior to termination but compensation shall be provided for vacation time accrued up to the amount permitted for one (1) year. No additional vacation entitlement will accrue during the severance period.

**c. Sick Leave** Sick leave benefits end at termination.

## 12.6 Termination of Minister of the Word and Sacrament

All conditions for separation shall be compatible with the provisions of the *Book of Order* of the Presbyterian Church (U.S.A.), as well as PEVA's *C.O.M Manual*.

## **12.7 Death in Service**

In the event of the death of either an exempt or non-exempt employee, the salary of that person will be continued to the spouse or dependent(s) for eight weeks from the date on which the death occurs.

## **12.8 Retirement**

Retirement shall be as provided through the Benefits Plan of the Board of Pensions of The Presbyterian Church (U.S.A.).

## **13 GRIEVANCE PROCEDURES**

The Presbytery of Eastern Virginia aims to maintain with its staff good working relationships that affirm the importance of each individual and of her/his contribution to the work being done, encourage mutual respect of employee and supervisor, provide prompt answers to questions, minimize misunderstandings, and seek resolution of differences as quickly as possible.

While the supervisor is the normal avenue through which an employee raises concerns, in exceptional circumstances it may be necessary to bypass the immediate supervisor and bring complaints to the General Presbyter who will help check information, clarify personnel policies or obtain guidance to help alleviate the problem.

An employee who feels discriminated against on the basis of race, color, national origin, gender, age, marital status, sexual orientation, creed, religious affiliation (except where religious affiliation is determined to be a *bona fide* occupational qualification), or disability may contact the General Presbyter, or her/his documented designee or Chair of the Personnel Committee.

An employee with a complaint related to acts of sexual misconduct shall follow the procedures in Appendix A.

### **13.1 Procedure for Filing a Complaint Against the General Presbyter**

**13.1.a. (1)** An employee's question or complaint regarding the General Presbyter shall be in writing and shall be discussed with the General Presbyter as soon as it arises. A written decision or response to the question or complaint shall be given within five (5) working days.

If the decision is not satisfactory to the complainant she/he shall file a written complaint with the Chair of the Personnel Committee. The Chair of the Personnel Committee will meet with the complainant and the General Presbyter. A written decision shall be given to each person within five (5) working days by the Chair.

**13.1.a. (2)** When the matter is such that the employee prefers not to discuss it initially with the General Presbyter, the employee shall file the written complaint with the Moderator of the Personnel Committee. The Moderator of the Personnel Committee shall meet with the General Presbyter and the complainant. A written decision or response to the question or complaint shall be given within five (5) working days.

If the complainant or the General Presbyter is dissatisfied with the written decision

OR

If no decision has been received within ten (10) working days an appeal may be made in writing to the Chair of the Presbytery Council.

The Council shall convene within 30 days of receipt of appeal and hear all information including interviewing the complainant and the General Presbyter. It will make a final decision in writing to both parties within 10 working days.

## **14 BENEFITS**

### **14.1 Social Security**

All personnel are covered by Social Security. The employee's share of the tax is withheld from the wages of staff who are not Ministers of the Word

and Sacrament. Staff who are Ministers of the Word and Sacrament are considered self-employed and Social Security taxes are not withheld nor paid for them.

#### **14.2 Pension**

All full-time employees will be enrolled in the Benefits Plan of the Board of Pensions of the PC(USA) in accordance with its regulations.

#### **14.3 Health Insurance**

Major medical protection for employees and dependents is provided to participants in the program of the Board of Pensions, PC(USA).

#### **14.4 Vacation**

A vacation with pay is provided for all full-time employees for rest, refreshment, relaxation, health and work effectiveness.

In the first year of employment vacation time will be prorated depending on the month in which employment took place.

Full-time, non-exempt employees are entitled to an annual paid vacation computed on January 1st of each year with ten (10) days vacation granted (for one year of credited service) and with one day added for each additional year of service up to 22 days. Full time exempt employees are entitled to twenty (20) days vacation per calendar year. Part time non-exempt employees are entitled to eight (8) days vacation per calendar year.

Employees will be encouraged to take their full vacation each year, but will be allowed to carryover vacation time from one year to another. The maximum total cumulative carryover of vacation time allowance is ten (10) days and any carryover of vacation days requires the special approval of the General Presbyter, or her/his documented designee, and, where applicable, the Chair of the Personnel Committee of Presbytery Council.

All employees are entitled to one additional vacation day in honor of their birthday as approved by supervisor.

#### **14.5 Holidays**

Ordinarily the Presbytery office shall be closed the following days:

- New Year's Day
- Martin Luther King, Jr. Birthday
- Good Friday
- Easter Monday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Day after Christmas
- New Year's Eve

When a holiday falls on a Saturday or Sunday, it will be observed as a holiday on the nearest Friday or Monday respectively. When a holiday occurs during an employee's vacation or sick leave, the employee will be granted an offsetting day off.

#### **14.6 Sick Leave**

All employees will receive ten (10) working days of sick leave each calendar year, cumulative up to 120 days to be used in case of illness. Sick leave entitlement during the first year of employment will be prorated according to length of employment. The ten (10) days of additional sick leave will be credited on January 1 of each successive year of employment.

#### **14.7 Worker's Compensation Insurance**

All employees shall be covered by worker's compensation insurance, to provide for benefits in case of an on-the-job accident.

#### **14.8 Disability**

Employees of the Presbytery of Eastern Virginia enrolled in the Board of Pensions Plan are eligible for its disability benefits.

#### **14.9 Leaves of Absence, With Pay**

Leaves of absence, with pay, are provided under the following circumstances:

**a.** For jury duty (up to two weeks annually; in exceptional cases the General Presbyter may grant additional leave of absence with pay for jury duty). Any compensation received by the employee for jury duty shall be turned over to Presbytery.

**b.** For marriage of an employee who has one or more years of credited service (up to three days).

**c.** For personal or family emergencies or for other personal business that cannot be cared for outside of working hours (up to three days annually).

**d.** In case of death in the immediate family (husband, wife, parent, parent-in-law, child, brother, sister, grandparent) the employee will receive full pay for absence from the day of death up to and including day after burial. This leave should not exceed four working days. Time lost to attend a funeral may be counted as personal or family emergency leave to be arranged in consultation with the General Presbyter or her/his documented designee.

**e.** Adequate time off for voting where election hours and work schedules would work a hardship on employees.

#### **14.8 Parental Leave**

In addition to other benefits, an employee is entitled to parental leave in the period immediately preceding and following the arrival (*birth, adoption or guardianship*) of a child as follows:

**a.** The employee should normally apply to the General Presbyter or his/her documented designee for the leave at least two months in advance of the expected arrival of the child, specifying the amount of leave time desired.

**b.** Paid leave can be for up to six weeks. The leave may include a period in advance of the expected arrival of the child, and some may be taken after the child has arrived. The leave normally should be unbroken except for any periods of absence due to medical reasons.

**c.** Vacation time may be added to the period of parental leave. Leave without pay may be negotiated if *required* for childcare with the employing unit.

**d.** Benefit coverage (except vacation and sick leave accrual) and service credit will continue during the entire paid leave, with the cost of benefits paid by the employing unit.

**e.** If both parents are on the same employing unit payroll, only one parental leave can be granted except for one week when both parents may take parental leave together. However, leave may be shared by the two parents.

**f.** Upon completion of parental leave, the employee will be entitled to return to his or her position. The position will not be filled during the leave except on a temporary basis. If the employer deems it necessary for business reasons, properly documented to the Personnel Committee, the employer may offer a different but comparable position to the employee returning from parental leave, which the employee will be free to accept or decline without prejudice. If the position left by the employee has

ceased to exist, a comparable position will be offered to the employee at the same or greater salary.

g. Any salary increase action for which the employee may become eligible in the course of the leave will be effective on return to employment.

#### **14.9 Leaves of Absence, Without Pay**

Leaves of absence without pay are provided under the following conditions, with the approval of the General Presbyter, or her/his documented designee:

For other personal reasons such as extended maternity leave, family responsibilities, etc. These leaves of absence may be for a maximum of three months subject to renewal no more than once.

In extraordinary circumstances, other leaves of absence without pay may be granted by the General Presbyter.

Approval of a leave of absence will be based upon the reason an employee is requesting a leave of absence, the amount of time requested, the employee's performance and the need to retain the employee on the job.

Pension dues, annuity contributions and health insurance will not be paid by the employer for any leave of absence without pay but these payments may be made by the employee in accordance with the terms of the applicable plans.

### **15 INTERIM STAFF PERSONS**

#### **15.1 General Provisions**

a. To provide continuity of administrative and/or program services interim staff may be appointed to fill a vacancy in an approved (validated) position, to serve until the position is filled (or abolished).

b. This policy is applicable to all positions whether filled by full-time, part-time, ordained or non-ordained personnel.

### **15.2 Position Description**

A position description shall be prepared clearly identifying the kinds of accomplishments and administrative/programmatic leadership desired during the interim period. The accountability of the position shall be clearly defined and be consistent with the accountability provisions of the *Book of Order*.

### **15.3 Selection**

The selection and hiring of an interim shall be in accordance with the provisions of the *Book of Order* and/or the policy and practice of Presbytery Council.

### **15.4 Compensation**

Compensation for Minister of the Word and Sacrament and Christian Educators shall be according to the Committee on Ministry Compensation Guidelines.

### **15.5 Benefits**

Housing: Housing or a housing allowance shall be provided if the appointment requires relocation. Since the position is of a temporary, short-term nature, the person employed should be encouraged to seek and secure temporary living quarters.

Pension: Where the person is covered by the Church's pension plan, pension benefits will be according to the particular plan's formula.

Vacation and Continuing Education: Vacation and continuing education benefits may be granted in accordance with existing provisions for regular employees.

Special Expenses:

Because of the temporary nature of interim service, special consideration shall be given in the case of interims who must be separated from their immediate family who are unable to relocate. Arrangements for travel or other expenses for a reasonable number of visits with the family should be part of the agreement.

#### **15.6 Review of Work**

The Presbytery Council shall provide for an appraisal of the interim staff person's work on a scheduled basis.

#### **15.7 Termination**

Termination procedures shall be as provided for in these personnel policies, section 12-12.8.

#### **15.8 Hiring an Interim as a Permanent Employee - as per Book of Order.**

### **16 PART-TIME EMPLOYEES**

Part-time employees are those employed to work less than the full weekly schedule. If employed at least 40 hours over a two-week period, they are eligible for compensation, benefits, vacation and leave as follows:

- a.** Participation in Social Security (F.I.C.A.), the cost to be shared one half by the employer and one half by the employee, where applicable.
- b.** Coverage by Workers' Compensation and Disability as required by the Commonwealth of Virginia.
- c.** Assistance in the payment of premiums for health and medical insurance to enable the employee to self-insure, if not covered otherwise.

### **17 TEMPORARY EMPLOYEES**

#### **17.1 General Provisions**

Temporary employees are those employed for a short period, usually less than five months.

### **17.2 Position Description**

A position description shall be prepared clearly identifying the accomplishments and administrative/programmatic skills required.

### **17.3 Selection**

The selection of temporary employees shall be in accordance with the provisions of this policy for regular employees.

### **17.4 Compensation**

An hourly wage in an amount not less than that required by federal minimum wage and hour regulations, shall be paid according to an agreed upon schedule satisfactory to the Presbytery Treasurer's office.

### **17.5 Benefits**

**a.** Participation in Social Security (F.I.C.A.), the cost to be shared one half by the employer and one half by the employee.

**b.** Coverage by Workers' Compensation and Disability as required by the state of Virginia.

**c.** Temporary employees are not paid for sick leave, or other leaves, and do not earn vacation leave during their temporary employment. If a presbytery holiday falls on a regularly scheduled workday, she/he will receive the day off or an alternative day off with pay. If it falls on a day when the employee is not regularly scheduled to work they will not receive an offsetting day off with pay. They are not eligible for the pension plans or other health benefit entitlement.

**d.** If a temporary employee joins the regular staff, temporary employment is not considered as credited service in computing entitlement to vacation and other benefits.

### **17.6 Appraisal of Work**

Supervisors shall provide for an appraisal of temporary employees' work on a scheduled basis.

### **17.7 Termination**

The Employing Supervisor may terminate temporary employees at any time without severance pay.

## **18 CONTRACT EMPLOYEES**

### **18.1 General Provisions**

Contract employees are those employed under a negotiated contract for a stated period of time.

### **18.2 Position Description**

A position description shall be prepared clearly identifying the accomplishments and administrative/programmatic skills required.

### **18.3 Selection**

The selection of contract employees shall be in accordance with the provisions of this policy for regular employees.

### **18.4 Compensation**

A sum for the contract period shall be negotiated to be paid to the employee according to a schedule stated in the contract. If a contract employee is retained for a short term beyond the contract scope without a new contract, the basis for compensation shall be agreed upon before the extended employment begins.

### **18.5 Benefits**

a. The cost of Social Security (F.I.C.A.) ordinarily shall be shared one half by the employer and one half by the employee.

**b.** Coverage by Workers' Compensation and Disability as required by the state of Virginia shall be provided.

**c.** Unless holidays not to be worked are specified, employees are expected to work on holidays that fall within the contract period and are not paid extra for working on holidays.

**d.** Vacation time must be specified in the contract of employment. Contract employees do not earn vacation leave during their contract employment. They are not eligible for the pension plans or any health benefit entitlement.

**e.** If a contract employee joins the regular staff, her/his contract employment is not considered as credited service in computing entitlement to vacation and other benefits.

**e.** Sick leave is accrued at the rate of one day every 36 calendar days. Illnesses must be reported to the supervisor.

**g.** Sick/Emergency leave, in the event of death in the immediate family of an employee, serious illness in the immediate family or urgent business, (not to exceed four working days) may be granted without loss of pay at the discretion of the supervisor. The supervisor may grant emergency leave with loss of pay if the individual case does not warrant leave without loss of pay but the circumstances, in the supervisor's judgment, warrant time off.

#### **18.6 Appraisal of Work**

An appraisal of contract employees' work must be provided at the end of each contract period as a minimum.

#### **18.7 Termination**

a. At least thirty days' notice shall be given if a contract is not to be renewed or severance pay equal to one month at the contract rate must be paid.

b. A contract employee may be terminated for cause as provided in section 12.3.

## **19. PROCEDURE FOR RESOLUTION OF SEXUAL MISCONDUCT ACCUSATIONS**

All accusations of sexual misconduct against any employee of the Presbytery of Eastern Virginia will be processed according to the PEVA Policy & Procedures for Handling Sexual Misconduct document adopted July/2005. (See Appendix I)

## **20. ADMINISTRATIVE STAFF PERFORMANCE APPRAISALS:**

1. The immediate supervisor will initiate, in consultation with the appropriate PEVA agency (agencies) that supervises the work of the employee, an annual performance appraisal.

2. The completed performance appraisal form will be given to the employee, after which (at least 3 days) the supervisor will meet with the employee to discuss the appraisal. The employee shall be given an opportunity to comment in writing on the appraisal form.

3. General Presbyter will review the appraisal and either approve it or consult with the reviewer and employee if there are areas of substantial disagreement. The General Presbyter may change any recommendations for corrective action, and inform all parties of the change.

4. The Personnel Committee will review performance appraisals and report to Council that they have been done.

5. The performance appraisal for each employee shall be placed in his/her locked personnel file and shall not be shared with any other employee.

*Revised 9/13/07*